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A Sharia Economic Law Perspective on Down Payment Practices in Catering Services: A Case Study

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ABSTRACT

The study purpose was to analyze the practice of down payments (ʿurbūn) within istisnāʿ contracts in catering service transactions at Yuriken Kitchen, a microenterprise in Pandan Lagan Village, from the perspective of Islamic economic law. The research aimed to examine whether such practices conform to sharīʿah principles and to provide recommendations for improving legal certainty and fairness in similar rural-based business contexts.

Materials and methods. This study employed a qualitative, empirical-sociological approach to explore the implementation of down payment systems in a real-world setting. Data were collected through observation, interviews with the business owner and clients, and documentation. The analysis involved inductive reasoning to interpret findings within the framework of Islamic commercial jurisprudence, particularly referring to DSN-MUI fatwas and the Compilation of Islamic Economic Law (KHES).

Results. Findings revealed that while down payments of 30–50% are commonly used to secure orders, transactions are conducted orally without written contracts, creating legal ambiguities and potential injustice in the event of cancellations. The current practices show partial conformity with sharīʿah—upholding trust and mutual consent—but lack formal clarity, thereby exposing parties to gharar (uncertainty) and disputes. The study also highlighted a general lack of awareness regarding the legal provisions for ʿurbūn and istisnāʿ among microentrepreneurs in the village, indicating the need for greater educational outreach on fiqh muʿāmalah.

Conclusions. The research concludes that the down payment practices at Yuriken Kitchen, although rooted in local trust-based customs, are not fully aligned with the legal standards of Islamic economic law due to the absence of formal contract documentation. The study contributes a novel sociological insight by illustrating how rural social trust, while valuable, must be complemented by legally sound practices to prevent conflict and uphold justice. Promoting awareness of sharīʿah-based contract mechanisms and encouraging the use of written agreements in microenterprises is crucial for building a transparent, fair, and spiritually accountable economic environment.

Keywords: Down Payment, Order-based Contract, Islamic Economic Law

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INTRODUCTION

Islam, as a comprehensive (shamil) religion, not only governs the relationship between humans and God (ḥablum min Allāh), but also interpersonal relationships (ḥablum min an-nās), including in the realms of economics and commercial transactions (muʿāmalah)(Hidayat, Mubyarto, Ritonga, & Sunarti, 2023). In Islamic teachings, economic activity is not merely a pursuit of profit; it also constitutes an act of worship and moral responsibility(Kader, 2021; Zaman, 2021). The Qur'an and Sunnah, as the primary sources of Islamic guidance, provide normative foundations for conducting economic activities that are just, transparent, and free from elements of fraud, ribā (usury), gharar (excessive uncertainty), and ambiguity. Accordingly, every transaction undertaken by Muslims should adhere to the fundamental principles of sharīʿah to ensure not only legal validity but also spiritual blessings(Kadarsih, Munip, Aminah, & Rahmy, 2023; Karnadjaja, 2023).

In the context of modern muʿāmalah, the rapid development of business sectors necessitates clear and fair contractual regulations, particularly within the service industry. One sector that has experienced significant growth is the catering service industry(Mustofa, 2023; Tanjung, Anaswan, & Nisak, 2023). Catering activities, which involve the production and provision of food based on customer orders, essentially constitute a sale and purchase contract that falls under the category of istisnāʿ—a contract for manufacturing goods based on specific requirements(Aldayel, 2022). This contract requires clarity regarding the timeline for completion, pricing, and payment mechanisms, including the use of down payments or ʿurbūn, which must be explicitly agreed upon from the outset.

The ʿurbūn (down payment) serves as an initial form of commitment in a sale and purchase transaction, acting as a sign of earnest intent and providing assurance that the buyer is serious about the purchase. However, the use of ʿurbūn is not without risk, especially in cases of unilateral cancellation by one party. In fiqh muʿāmalah, down payments that have been made are not necessarily refundable in full, depending on the reasons for cancellation and the prior terms agreed upon(Hidayat, Hardi, Sucipto, & Sunarti, 2023). Therefore, it is essential for both business owners and consumers to understand the legal implications of down payments from the perspective of Islamic economic law to prevent injustice in practice(Dewi & Febrianto, 2023; Djaja et al., 2023).

The istisnāʿ contract, as the basis for catering transactions, necessitates legal certainty regarding the rights and obligations of each party. Islam requires that contracts be conducted with transparency, without elements of gharar or ambiguity that could disadvantage either party(Aldayel, 2022). If the delivery time or payment scheme is not specified within the contract, the transaction could potentially lead to future disputes(Devi, Ma'ani, & Wahab, 2023; Nurjali, Nisak, Wulandari, & Mun'amah, 2023). Thus, transparency in drafting contracts, including clauses related to down payments, is a concrete manifestation of the application of the principles of maṣlaḥah (public interest) and ʿadl (justice) in Islamic economics.

The application of sharīʿah principles in economic transactions such as down payments must also consider the social context and local customs(Nuri, Junaidi, & Achmad, 2024; Rahma, Musthofa, & Fatimah, 2024). In many cases, especially in rural communities(Musthofa, 2024), transactions are often based on trust (ʿurf) without legally binding written contracts. While this reflects strong social ties, it also poses legal risks in the event of a breach of agreement(Munip et al., 2024; Musthofa & Wulandari, 2024). The absence of written documentation can hinder fair conflict resolution, thus highlighting the need for intensified public education on muʿāmalah principles.

Yuriken Kitchen, a catering business in Pandan Lagan Village, serves as a practical example of how down payment practices are implemented in food service transactions. This enterprise has experienced rapid growth and caters to a variety of events, including weddings, social gatherings, and community activities(Lubis, Irfana, Purwatiningsih, Nisak, & Sari, 2024; Mustari, Mere, Pitri, Wibowo, & Nilfatri, 2024). In practice, nearly all transactions begin with a down payment as an initial agreement. However, order cancellations frequently occur, leading to disputes(Kuswanto, Fajanela, & Abidin, 2024; Munip, 2024), particularly regarding whether the down payment should be refunded or retained by the service provider as compensation for losses.

Field observations and interviews reveal that Yuriken Kitchen does not yet have a formal system for recording or drafting detailed agreements regarding down payments(Ismail & Musthofa, 2024; Kurniawan, Marwendi, Yusuf, Aiman, & Tauvani, 2024). Transactions are still conducted orally and rely on mutual trust(Kuswanto, Abidin, Pestano, & Ikhlas, 2024). In cases of unilateral cancellation, customers often expect their down payment to be refunded, while service providers argue that the funds have already been used for initial operational expenses, such as purchasing ingredients. This creates a legal and ethical dilemma due to the lack of clear regulations(Syariah, 2024), thus increasing the potential for conflict and dissatisfaction. In such instances, an Islamic economic legal approach

is necessary to offer fair and beneficial solutions(A. E. Saputra & Susanti, 2024; Saryanti, Daud, Kadarsih, Munamah, & Dewi, 2024).

The predominantly Muslim population of Pandan Lagan Village makes the application of sharīʿah principles highly relevant across all aspects of life, including economic practices(Fatimah, Devi, Wandi, Mun'amah, & Sarwono, 2024). Unfortunately, community understanding of the istisnāʿ contract and down payments in fiqh muʿāmalah remains limited. Most business operators are unfamiliar with the detailed stipulations outlined in DSN-MUI (National Sharia Council of the Indonesian Ulema Council) fatwas regarding ʿurbūn and istisnāʿ, resulting in business practices that rely heavily on intuition and inherited customs(A. A. Saputra, 2023). This gap illustrates the importance of integrating fiqh muʿāmalah knowledge with local business practices to establish an economic system that is not only profitable but also aligned with Islamic values.

In light of the above, this study is crucial as a contribution toward understanding and evaluating the application of Islamic economic law in the practice of down payments in catering service transactions at Yuriken Kitchen, Pandan Lagan Village. This research aims not only to describe the existing practices but also to assess their conformity with sharīʿah principles. Through a descriptive-analytical approach, the study is expected to offer practical recommendations for business operators and the community to implement more orderly, fair, and Islamically compliant transactions, while also serving as an educational foundation for MSMEs in responsibly managing sharīʿah-based contracts.

METHOD

Study participants

This study adopts an empirical approach using qualitative methods, which aims to understand legal phenomena within real-life contexts through direct observation of the behavior, experiences, and perspectives of legal subjects. This approach views law not merely as normative text, but as a living and evolving entity embedded within society, expressed through social practices in everyday life. In this research, the empirical and sociological approaches are employed to explore in-depth the practice of down payments (ʿurbūn) in istisnāʿ contracts within the catering business. The empirical approach allows the researcher to observe phenomena directly in the field, while the sociological approach facilitates the understanding of social behavior based on concrete data and facts rather than theoretical assumptions. Data collection techniques include observation, interviews, and documentation to gain a comprehensive understanding of how the principles of Islamic economic law are applied in practice(Fia, Musthofa, & Devi, 2024; Susanto, Putra, & Nisak, 2024).

Study organization

The fieldwork for this study was conducted at Yuriken Kitchen, a catering business located in Pandan Lagan Village, Geragai Subdistrict, East Tanjung Jabung Regency. This location was selected due to its relevance to the research topic and the business's implementation of down payment practices within Islamic economic transactions. The subjects of this study include the owner of Yuriken Kitchen and several of its customers(Ariyani et al., 2024; Fajri, Abidin, & Lestari, 2024). The selection of these subjects was based on specific criteria to ensure the appropriateness of the research focus. These criteria include: (1) the owner is a Muslim, (2) the business is self-owned and locally operated, (3) the business is accessible for direct observation and data collection, (4) the use of a down payment system (ʿurbūn) in its transaction process, and (5) the availability of relevant documentation required for the research. These considerations were essential in ensuring that the data collected would accurately reflect the application of Islamic economic principles in a real-world setting.

The object of this study is the practice of down payments in Yuriken Kitchen's catering service transactions, analyzed from the perspective of Islamic economic law. The research focuses specifically on how down payments are applied as part of order-based sale contracts, particularly

salam and istisnāʿ, within the context of sharīʿah-compliant commercial practices. This includes assessing whether the procedures used by the business align with the fundamental principles of Islamic jurisprudence in economic activities, such as transparency, mutual consent, and fairness. In terms of data sources, the study relies on both primary and secondary data. Primary data were obtained through direct interviews with the business owner and customers, providing firsthand insights into how down payments are treated, particularly in cases of order cancellations. These interviews were crucial for understanding not only the operational aspects of the business but also the socio-religious motivations and implications behind the use of down payments within the community(Abidin, 2024).

Secondary data were gathered from a range of written sources, including books, academic journals, legal documents, and other relevant literature pertaining to Islamic economic law and istisnāʿ transactions. Key references include the Compilation of Islamic Economic Law (KHES), fatwas issued by the National Sharia Council (DSN-MUI), and various scholarly works on Islamic economics. These secondary sources provided the necessary theoretical framework to contextualize and interpret the findings from the field in accordance with established Islamic legal standards.

Statistical analysis

Data analysis in this study employed an empirical-sociological approach with the use of inductive reasoning, allowing patterns observed in the field to guide the interpretation of findings. The analysis aimed to produce a descriptive narrative grounded in the experiences and perspectives of the research subjects. As part of a qualitative inquiry within the domain of Islamic economic law, this study relied on social observation and open-ended interviews to explore the actual practices and perceptions of both business owners and customers regarding down payment transactions in catering services. To ensure the validity and reliability of research findings, several validation techniques were implemented. The first was triangulation, which involved using multiple data sources and data collection methods to cross-verify the results. For instance, the responses from interviews were compared with relevant documents, such as Islamic legal texts, the Compilation of Islamic Economic Law (KHES), and fatwas from the DSN-MUI. In addition to data triangulation, methodological triangulation was applied by combining interviews with documentation review to enhance the robustness of the conclusions.

The second technique was member checking, where the findings from interviews were reconfirmed with the respective respondents. This step was essential to ensure that the data accurately represented the participants' views and experiences. Furthermore, data credibility was strengthened through in-depth interviews and direct observation, which provided rich, detailed, and honest insights into the realities faced by stakeholders involved in the transactions. Lastly, the study maintained dependability by meticulously documenting the entire research process. This included recording how data were collected, processed, and analyzed, ensuring that the procedures could be consistently followed and replicated in future research. By applying these validation strategies, the study aimed to uphold the integrity of its findings and provide a reliable contribution to the understanding of Islamic economic practices in the local context.

FINDING AND DISCUSSION

The data presentation in this study begins with an overview of the historical and socio-economic context of Pandan Lagan Village, located in Geragai Subdistrict, East Tanjung Jabung Regency, Jambi Province. This research focuses on Yuriken Kitchen, a home-based catering business that reflects local economic dynamics. The village is predominantly agricultural, with approximately 80% of its area occupied by oil palm plantations, the primary source of income for most residents. In addition to oil palm, other crops such as chili, secondary crops (palawija), areca nut (pinang), and duku fruit are cultivated on peatland soils, which dominate the area. Although peatland requires specialized management, it holds significant potential for horticultural development. Chili, due to its short harvest cycle and high market value, plays a central role in improving farmers' livelihoods,

while palawija crops contribute to soil rehabilitation and food security. Based on the 2019 Participatory Mapping Data from DPG, the village covers 4,215.721 hectares with a variety of soil types surface peat, black peat, clay, and silty sand. Administratively, East Tanjung Jabung Regency consists of 11 subdistricts, 73 villages, and 20 urban wards, facilitating governance and public services(Sya'bana, Nisak, Suryaningsih, Rukiyanto, & Hastuti, 2024).

Pandan Lagan Village has an estimated population of 1,500, comprising 774 households, the majority of whom are Muslim. This religious composition significantly shapes the village's cultural and social life, as seen in the regular practice of Islamic rituals and community events such as tahlilan, yasinan, manaqiban, and berjanjian. Values like gotong royong (mutual cooperation) and community solidarity are preserved through arisan (rotating savings and social gatherings), which serve both economic and social functions, especially among low-income groups. The study was conducted in Dusun Margo Dadi (RT 01–RT 04), where arisan acts as an informal saving mechanism. The local economy is driven by agriculture and small-scale trade, with some residents working as civil servants, laborers, or freelancers. MSMEs, such as the Yuriken Kitchen catering service owned by Vera Aprilia, are vital to economic resilience. These home enterprises offer employment, circulate money within the village, and rely heavily on trust-based transactions. In Yuriken Kitchen, most orders are made verbally without written contracts, a norm rooted in mutual trust but lacking legal safeguards. The informal handling of down payments (uang muka), due to limited knowledge of Islamic economic law and contract documentation, raises potential legal and ethical concerns making this an essential subject of analysis within the framework of Islamic economic jurisprudence, as explored in this study(Arif, Parmitasari, & Sutrisno, 2025; Gaffar & Al Mamari, 2024).

The findings of this study reveal key insights from the field that serve as the basis for addressing the research questions and supporting further analysis. First, regarding the practice of down payments, agreements at Yuriken Kitchen commonly involve an advance payment of 30% to 50% as an initial commitment and booking guarantee. These agreements are made verbally or via short messages without any written contract, relying heavily on mutual trust. However, the absence of formal documentation poses a significant weakness in the event of cancellation, as it leads to ambiguity over the rights and obligations associated with the down payment, creating risks of confusion, disagreement, and potential financial loss for one party. Second, when analyzed through the lens of Islamic economic principles, particularly the istisna' contract, muamalah ethics, and DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000, the practice at Yuriken Kitchen falls short of full compliance. Although key elements such as menu and pricing are generally agreed upon, the lack of a written agreement and clearly defined responsibilities results in a lack of transparency, especially concerning the treatment of down payments in cancellation scenarios. This opens the door to gharar (uncertainty) and potential injustice. While some sellers provide explanations about down payments, the cancellation terms are not consistently or explicitly communicated, indicating partial alignment but not full conformity with the provisions of the fatwa(Deiri, 2025; Shamsuddin, 2025).

The findings of this study reveal that Yuriken Kitchen, a catering business located in the village of Pandan Lagan, represents a form of home-based enterprise that has developed through social relations and community trust. Its ordering transactions predominantly rely on informal communication and verbal agreements, particularly concerning the provision of down payments. Although the practice of requiring a 30%–50% down payment is common as a means of securing orders and covering initial operational costs, this practice is not supported by adequate administrative procedures, such as proper documentation or written contracts. This indicates a gap between local economic practices in rural communities and the ideal principles of Islamic economic law, which emphasize clarity, justice, and legal protection for both parties(Iqbal, Ahmad, Anwar, & Anjum, 2024; Wardi, Yaswirman, Ismail, & Gafnel, 2024).

In the context of istisna' contracts and the concept of al-'urbun (down payment), the down payment system employed by Yuriken Kitchen aligns, in principle, with mechanisms permitted under sharia.

However, in its practical application, the contract is still conducted verbally, which introduces elements of gharar (uncertainty), particularly in cases of order cancellation. When a customer cancels without a valid sharia-compliant reason, the business owner considers it their right to retain the down payment already utilized. Conversely, there are no written provisions governing the refund of down payments in cases where the cancellation is made by the service provider. This imbalance presents a risk of injustice, especially during emergencies or disputes, due to the absence of a written legal basis to serve as reference.

The novelty of this study lies in its emphasis on the local socio-cultural context that shapes oral transaction practices, which distinguishes it from previous studies that focus primarily on post-cancellation legal aspects or formal institutional settings. This research specifically demonstrates how the community's trust in local entrepreneurs can lead to socially effective systems that are, nonetheless, legally insecure from a sharia perspective. In contrast to works by Rahmad Wahyudi, Deanti Aulia, and Hafizoh Al Hilwa, this study highlights the foundational weakness of informal systems in community-based microenterprise practices and offers preventive solutions by recommending the adoption of written contracts from the outset as a means of legal protection.

Furthermore, this study contributes a new perspective on the importance of sharia economic law education at the microenterprise and village levels, particularly concerning the management of down payments, which are vulnerable to becoming sources of conflict. It emphasizes that contract documentation is not merely an administrative formality, but an essential instrument for realizing the principles of transparency, justice, and caution in commercial dealings (muamalah). This is in line with the guidance of Surah Al-Baqarah, verse 282, which stresses the importance of recording debt transactions a principle that can be analogically extended to the context of catering service orders.

CONCLUSIONS

This study concludes that the practice of down payments (ʿurbūn) in the catering transactions of Yuriken Kitchen, Pandan Lagan Village, while rooted in mutual trust and customary oral agreements, reveals a significant gap between social practice and the normative requirements of Islamic economic law. The current reliance on verbal contracts without formal documentation results in legal uncertainty, particularly in cases of order cancellation, and exposes both parties to the risk of injustice due to the absence of clear, enforceable provisions. Addressing the research problem, the findings demonstrate that while the principles of sharia—such as mutual consent and good faith—are present in spirit, they fall short in legal practice due to the lack of transparency and procedural clarity. The novelty of this study lies in its sociological focus on rural, trust-based economic interactions, offering a fresh lens compared to previous legal-centric studies. This research underscores the urgency of integrating written contractual mechanisms in microenterprises and calls for grassroots education on fiqh muʿāmalah. Such a shift from informal to legally conscious practices not only aligns local economic behavior with Islamic legal ideals but also enhances protection and fairness for all stakeholders—thereby contributing to the realization of a more just, transparent, and spiritually accountable economic environment.

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