


Comparative Analysis Of Salam And Istishna' Agreements In Syariah Economic Transactions

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Article Info	ABSTRACT
<p>Keywords: Buying and Selling, Greetings, Istishna', Sharia Economic Transactions</p>	<p>Buy and sell regards and istishna' is law sell buy allowed in Islam, where type sell buy This You're welcome own system payment at the beginning moreover before. Research This done For know location difference draft sell buy regards and istishna'. Research This based on the results observations that discuss about draft sell buy regards and ishtisna' in concept of Islamic religion. Research This aiming For know about understanding, basics law, conditions and pillars, implementation regards and istishna' in Islamic Financial Institutions, as well as Views of related scholars contract regards and istishna'. The research method that the author uses use is method study library research where we search from various source reference like books, journals, and e-book. Research results show difference law sell buy regards and istishna' from aspect understanding, basics law, and from aspect harmony and conditions. Also provide explanation to implementation contract regards and istishna' in Islamic Financial Institutions and Views of related scholars contract regards and istishna'. According to Imam Syafi'i contract regards legitimate must fulfil condition in'iqad, condition valid, conditions muslim phew, whereas For istishna' Some Schools Shafi'i forbid contract istishna' adheres to the principle of qiyas, namely comparison equalize law new problem with the law that has been happen previous. Opinions of some of the Imam Shafi'i School of thought other allow contract istisna This with reason 'urf (custom) habits) that occur in the middle middle society and needs public to contract like This.</p>
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INTRODUCTION

Trading is a buying and selling activity aimed at obtaining halal profits. In Islam, buying and selling activities have been recognized as legitimate and permissible activities, even the Prophet Muhammad SAW himself was known as a very trustworthy trader. In the book Al-Umm, Imam Syafi'i explains, "The original law of every buying and selling transaction is mubah (permissible)." This statement shows that buying and selling activities are recognized in Islam as long as they do not violate the principles of sharia.

Buying and selling activities are part of mu'amalah in Islamic teachings. Mu'amalah has a broad scope, not only talking about buying and selling, but also including activities such as renting, lending and borrowing, and other transactions, as long as they do not conflict with Islamic law. The principles of Islamic transactions include four main things, namely being

carried out voluntarily, being fair, not containing elements that conflict with sharia, and providing benefits to both parties.

In Islam, buying and selling transactions must follow the provisions set out in the Qur'an and As-Sunnah. Various types of permitted sales and purchases have been regulated, including salam sales (payment in advance) and istishna' sales and purchases (purchase with orders or production). Both have their own characteristics and provisions that allow Muslims to conduct transactions in a manner that is in accordance with the principles of justice and welfare. In a salam transaction, the buyer pays the full price of the goods in advance to receive the goods at a later date. This model is often used in the agricultural or production sectors. In contrast, istishna' transactions allow payments to be made in stages or when the goods have been produced, suitable for goods that are made to order, such as in the construction industry.

The fundamental difference between salam and istishna' lies in the method of payment and the type of goods traded. Salam is used for generic goods that can be standardized, while istishna' is for goods that require a special production process. Both reflect flexibility and fairness in Islamic trade transactions. However, the main principle in all forms of Islamic transactions remains based on ethics. Honesty, transparency, and justice are core values that must be applied by every business actor. Thus, trade is not only a means to gain worldly benefits, but also part of worship that has spiritual value.

Through the implementation of salam and istishna' transactions, Islam shows that economic activities can be carried out in a fair and beneficial manner. Therefore, it is important to understand more deeply about these two types of transactions so that they can be applied according to the needs and principles of Islamic law.

RESEARCH METHODS

Based on the problems studied by researchers, then type study This use method library research. Research literature is a method or the method used in the research conducted with method researching material existing libraries. Stages First study literature is research aimed at For get results objective, namely with stage study to problem. Stages second study literature is research aimed at For get results subjective.

The approach taken in study This that is approach qualitative which is a procedure research that produces descriptive data with method descriptive analysis. While technique the analysis is analysis content (content analysis), namely techniques used For analyze the meaning contained in the collected data through research bibliography.

RESULT AND DISCUSSIONS

Overview Greetings (in front payment sale)

Understanding Regards

synonym *greeting* with *Salaf*. It is said *aslama ats- tsaubalikhayath*, meaning He give / hand over clothes For sewn. It is said *regards* Because He deliver the money moreover formerly before accept goods his merchandise. *Greetings* including category sell buy legitimate If fulfil condition validity sell buy in general.

Buy and sell *regards* is sell buy use system order, payment in advance, while goods handed over after a number of time since payment in advance. In selling buy *greetings* to those who want buy only give description in a way specific the item you want ordered. The principle that must be adopted in system sell buy regards among others: must known moreover formerly type, quality and quantity goods and law beginning payment must in form of money. In selling buy greetings, specifications and prices goods order must has agreed by the parties buyers and parties seller at the beginning contract. Ordered goods must in accordance with specifications that have been mentioned by buyers who have agreed by both split party. If goods orders sent incorrectly or damaged, then seller must responsible answer on damage goods the.

Shafi'iyah and Hanabilah scholars explain, greetings is contract on goods order with specification certain suspended delivery on time certain suspended delivery on time certain, where payment done in a way cash at the contract ceremony. Malikiyya clerics declare, greeting is contract sell buy where the capital (payment) is made in a way cash (in advance) and object order handed over Then with term time certain. From the understanding above, can concluded that sell buy *regards* is a " sell " buy order " namely buyer buy goods with criteria certain with method hand over money in advance previously, while That goods handed over then at the time certain.

As for *the greetings* in a way terminology is transaction to something that is explained its nature in liability in a tempo with the price given cash in place transaction.

a. Legal Basis for Salam Sale and Purchase

Legal basis sell buy *regards* It is in the Koran Surah Al-Baqarah verse 282:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذْ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَكْتُبُوهَا بِالْعَدْلِ وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ عَلَيْهَا أَوْ يَشْهَدُوا بِأَيْمَانِهِمْ إِذْ يُسْأَلُونَ وَلَا تَأْبَى الشُّهَدَاءُ أَنْ يَتَّقُوا اللَّهَ وَيُغْلِبُوا فِي الْكَيْدِ إِذْ يَقُولُ لَوْ كُنَّا نَسْمَعُ أَوْ نَعْقِلُ مَا كُنَّا فِي أَصْحَابِ مَا كُنَّا كَاتِبِينَ وَاللَّهُ يَعْلَمُ مَا تَكْتُمُونَ

" O you who believe, if You owe receivables For specified time, please You write it down. You should a the recorder among You write it down with right. Don't logger reject For write it down as God has teach to him. Let him he record (- him) and the person who owes That dictate (-nya). he pious to Allah, his Lord, and do not he reduce it even a little. If the debtor that person is lacking his wits, his weakness (his condition), or No capable dictate alone, should his guardian dictate it correctly. Ask for it testimony of two witnesses man among you. If not there are (witnesses) two men, (perhaps) one a man and two women among those you like from the witnesses (who exist) so if one of the (witnesses) woman) forgot, the others reminded her. Don't be witnesses That reject if called. Don't You bored write it down until the time limit, whether (the debt) is small and also big. That is so That more fair in the sight of Allah, more can strengthen testimony, and more bring you closer to doubt, except If matter That is commerce cash that you run between you. So, no there is a sin for You If You No write it down. Take it. witness

if You sell buy and don't logger complicate (or made difficult), so are the witnesses. If you do (such), indeed matter That a wickedness to you. Be pious. to Allah, Allah gives teaching to you and Allah is All- Knowing all something." (QS. Al-Baqarah: 282).

According to Sheikh H. Abdul Halim Hasan in In his book Tafsir *Al-Ahkam* the word "Wala yudharra" can be interpreted with two meanings, namely, don't give harm and don't bear harm. According to the first meaning, the interpreter write or witness don't applicable cheat in write or witness it, good towards the person in debt and also to people who owe money. Opinion This strengthened by qira'at Umar bin al-Khattab, Ibn Abbas, and Ishaq who read, walayudharri from the word yudhariru. Ibn Mas'ud read, walayudharra that is to say, no given harm. He emphasized interpreter write and witness That may troubled. According to his opinion words That originate from yudhararu.

Hadith Ibn Majah's history also becomes base law draft sell buy greetings : "From Shuhaib ra, that the Prophet SAW said : there is three the thing about him blessing that is sell buy tough, sell buy mudharabah (mudharabah) and mixing wheat with flour For needs At home Alone No For for sale."

In Ijma ' there is also base law draft sell buy greetings taken from Ibn Mundzir 's statement said that all expert knowledge Already agreed that buy and sell regards allowed, because there is needs and requirements For make it easier affairs human. Owner land agriculture, plantation or commerce often need capital to manage business they until Ready For marketed, then buy and sell regards allowed For accommodate needs. Provisions from this Ijma' it's very clear give legalization practice financing / sale buy greetings. Based on from base the law that has been explained, then Already No can in doubt Again that draft sell buy regards allowed inside Islamic law.

b. Pillars and Conditions Regards

The pillars contained in the sell buy *regards* among others:

- 1) *Shigat*, namely acceptance and acceptance ;
- 2) '*Aqidani* (two people who do transaction), namely the person who orders and the people who receive order ;
- 3) Objects Transactions, namely price and items ordered.

Terms and Conditions in sell buy *greetings*, including :

- 1) The money must paid on the spot contract. Which means payment done moreover formerly.
- 2) The goods become debt for the seller.
- 3) The goods can given in accordance the time that has passed promised the seller. Which means at the time that has been determined Items ordered must Already there is. Therefore That order fruits that are ready determined out of season the law No valid.
- 4) Items you want for sale must clear size, good in aspect measure, scale, size and also the number, according to habit method sell items for sale.
- 5) Known and mentioned properties the goods. With characteristic That means prices and people's desires for goods the can different. This nature should clear so that

No There is the doubts that will result in dispute between second split parties. Likewise, the type must also be mentioned.

- 6) Mentioning place accept it, if place contract No worthy For accept purchased goods. Contract *regards* must continue, no There is the sham condition.

According to Compilation of Sharia Economic Law Articles 101 to 103, that condition sell buy *regards* is as following :

- 1) Quality and quantity goods Already clear. Quantity goods can measured with measure, or scales, and/ or meter.
 - 2) Specification Items ordered must known in a way perfectly by the parties.
 - 3) Items sold, time and place handover stated with clear.
 - 4) Payment goods can carried out at the agreed time and place.
- c. Regards Parallel

Regards parallel is execute two transactions regards that is between buyers and sellers, as well as between seller with supplier. This is can happen when seller No have goods order and order to other party to provide goods order the.

Regards parallel allowed with notes, agreement regards second No depends on the contract the first greeting, namely contract between sellers and suppliers No depends on the contract between buyers and sellers. If each other depends or become conditions (ta'allluq) then No allowed.

So, the contract between sellers and suppliers must separated from contract between buyers and sellers. Some contemporary scholars forbid transaction *regards* parallel especially If trade and transactions kind of This done in a way Keep going continuously Because can leading to to direction usury.

Overview of Istishna (Purchase by Order Or Manufacture).

- a. Understanding Istishna '

Istishna in a way etymological is Masdar from *sitashna* ' *asy – sya'i*, meaning request make something. Namely request to a maker For do something. *Istishna* ' also comes from from the word *shana'a* which means to make, then added the letters alif, sin, and ta' become *istishna'a* which means asking made something. Al- *Ishtisna* ' is agreed order contract together between second split parties (seller and buyer) to making type goods certain or a agreement sell buy Where the goods to be for sale Not yet There is.

As for *istihna* ' in a way terminology is transaction to goods merchandise in required liability For do it. Object the transaction is must have items done and work making goods That. According to Compilation of Sharia Economic Law, *istishna* ' is sell buy goods or service in form booking with criteria and requirements certain agreed between party orders and parties seller. In management treasure waqf, contract model *istisna* can used For order development treasure the endowment given to financing institutions through a contract *istishna*. Financing institution or bank then make contract with contractor For fulfil order manager treasure endowment on name of financing institution That.

From the understanding above, the author take conclusion that ' *Ishtisna* 'is transaction payment sell buy Where the item you want purchased by the buyer Not yet There is or in term Now called with system *pre-order* (PO).

b. Legal Basis of *Istishna* '

Scholars who allow it transaction *istisna* ' in the opinion that *istishna* ' is prescribed based on the sunnah of the Prophet Muhammad SAW, that he ask for made ring as narrated by Imam Bukhari as follows : "From Ibn Umar ra that the Messenger of Allah asked made ring from gold. He put it on and put the eye stone ring in the in palms. People also make ring. Then he sat on top pulpit, remove his ring, and said, " Verily I previously use ring this and me put the eye stone ring This part in palm hand." Then he throw away his ring and said, "By Allah, I No will wear it forever ". Then people throw away ring them." (HR. Bukhari)

Ibn al- Athir state that It means he request make ring for him. Al kaisani in the book *Bada'iu ash - shana'i* state that *istisna* ' has become *ijma*' since the time of the Prophet Muhammad without There are those who deny it. Muslims has to practice transaction like this, because He it is really needed.

Legal basis sell buy *istishna* ' actually The same with sell buy greetings, because He is part from sell buy greetings. On sale buy regards items to be purchased Already there is, but Not yet be in place. On sale buy *istishna* ' the goods Not yet there is and still is will produced. On the basis of this, then Hanafi school of thought in principle sell buy *istishna* ' is permitted. However, allowed Because the practice in public Already become culture and in it No there is *gharar*.

c. Terms and Conditions *Istishna* '

Condition *istisna* ' according to Articles 104 to 108 of the Compilation of Sharia Economic Law are as following :

- 1) Buy and sell *istisna* ' tie after each party agreed on items ordered.
- 2) Buy and sell *istisna* ' can carried out on goods that have been ordered.
- 3) In sale buy *istishna* ' ; identification and description items for sale must in accordance with request booking.
- 4) System payment in *istisna* carried out at the time and place that has been agreed.
- 5) After contract sell buy binding, not none of them may bargaining return to Contents the agreement that has been agreed.
- 6) If the object from goods order No in accordance from specifications, then booking can use right select (*khiyar*) for continue or cancel order.

As for the pillars *istisna* ' as following :

1. *Al-' Aqidain* (second) the party that does transaction) must have right spend treasure.
2. *Shighat*, namely all something that shows aspect Like The same Like from second split party.
3. The object being transacted, namely goods production.
4. Price (*saman*), namely the price given must in accordance with agreement at the beginning contract.
5. Handover (*ijab*) accepted), namely handover goods that have been ordered by consumers or buyer.

d. Parallel Istishna

In practice sell buy house, the contract used that is contract *istishna* 'parallel. Akad This is a form contract between seller and buyer, where For fulfil his obligation to orderer, seller do contract with other parties (subcontractors) who can fulfil items ordered. P order making goods with criteria and specifications certain between the orderer (*mustashni* ') with seller (*shani* '). In *istishna* 'parallel, seller (*shani* ') does not play a role as manufacturer, so seller need other party to make goods order (*mashnu* ') that acts as producer (*shani* 'second).

In *istishna* 'parallel seller make contract *istishna* 'second with producer (*shani* 'second) for help him fulfil obligation contract *istishna* 'first (between the orderer and the seller). The party responsible reply to order still lies with the seller (*shani* ') no can transferred to the producer (*shani* 'second), because contract *istishna* 'the second thing that happened only involving seller (*shani* ') and producer (*shani* ') second) not between orderer (*mustashni* ') and producer (*shani* ') second). So that seller (*shani* ') remains responsible answer on results Work producer (*shani* 'second).

Implementation Contract *Greetings* and *Istishna* 'in Financial Institutions Sharia

Implementation *greetings* at Islamic Financial Institutions (LKS) involve transaction *Regards Parallel*, customer do purchase on goods certain through LKS. In *greetings parallel*, customer give specification desired item without do handover direct to seller. LKS then order goods the to party third or manufacturers, often with payment cash. After accept goods, LKS sells them to consumer or customers, good in a way cash and also with method installment. Transaction This walk in a way simultaneously, involving two transactions *ba'i as- salam*, namely between LKS and Customer as buyers, and between LKS and Supplier or *supplier* as seller.

Greetings can done in a way direct between buyers and sellers, or involving party third, namely buyers, sellers (LKS), and suppliers goods, which are known as *regards parallel*. Possible risks just caused in *regards parallel* covering mismatch Supplier send goods in accordance orders and nonconformities goods received with that ordered by the customer. In the case This, LKS can own supply hard stuff for sale, but still own obligation to customers and suppliers. Therefore that, LKS must manage risk This with full caution so that transactions contract *regards* can walk in accordance with principles sharia and principles management applicable risks.

System transaction contract *regards* in LKS still relatively new, namely just at the beginning the 1990s and Indonesian society was public Muslim the largest in the world. The initiative to establish a Sharia Bank in Indonesia was carried out by the MUI on 18-20 1990. However discussion about Sharia Bank as the basis of Islamic economics already start done at the beginning 1980. The presence of Islamic Banks turned out to be No only done by the community Muslim only, will but non- Muslim owned banks, both in the Americas, Australia, and Europe. Even Lots company world financial institutions such as ANZ, Chase Chemical Bank and Citibank have open branch based on sharia.

Standard Accounting Finance (PSAK) describes that *regards* own a number of characteristics. First, the entity can act as buyer or seller in transaction *greetings*. If the entity act as seller and order goods order through *regards* from party other things This called

regards parallel. Second, the conditions main *regards parallel* is separation contract between entity as buyers and producers as seller from contract between entity as seller with buyer end. Third, specifications and prices goods order must be agreed at the beginning contract and price the No may changed during term time contract. In case act as buyer, entity can request guarantee from seller For avoid risk losses. Fourth, goods order must in accordance with characteristics that have been agreed, including type, specification technical, quality, and quantity. If the goods order No in accordance or defective, seller responsible answer on his negligence.

Application *regards parallel* in banking usually used as financing goods industry and financing for farmer with term relative time short, namely 2-6 months. In transactions, *greetings parallel*, a number of condition must filled For ensure validity and clarity contract. First, the bank acts as buyer in contract *regards* can make contract *regards parallel* with party others, where the bank acts as seller. Second, the obligations and rights associated with with second contract *regards* must separated with clear, ensure that events taken No depends on the smoothness transaction others. Fourth, if the bank acts as seller in *regards parallel* experience non-compliance from party Customer in contract *greetings*, the bank must still fulfil his obligation to other parties involved in transaction Fifth, the bank must sell goods to Customer booking in accordance with specifications, quality, quantity, term time, place and price that have been agreed previously. Lastly, payment price by customer to the bank must done in a way full at the moment contract agreed, ensure implementation payment in accordance with the agreement that has been made. With fulfil all condition this, transaction *regards parallel* can happen with clear and legal in accordance with principles sharia.

If the Islamic Bank do transaction *regards parallel* so position of Islamic Bank act as buyers and sellers at a time so that Islamic Bank act as buyers and sellers at a time so that Islamic Bank parallel apply accountancy buyers and accounting buyer sell.

1) Bank as buyer (accounting) For buy) if the bank acts as a “ Buyer ”, then :

- a) Receivables *regards* recognized at the time of business capital *regards* paid or diverted to seller (customer).
- b) Venture capital *regards* can in the form of cash and non-cash assets. Business capital *regards* in cash form measured as big as the amount paid, while the business capital *regards* in form non-cash assets are measured as big as mark reasonable. Difference between mark fair and value recorded non-cash business capital submitted acknowledged as profit or loss at the time handover of business capital the
- c) Reception goods order recognized and measured as following : if goods order in accordance with contract rated in accordance agreed value, if goods order different its quality.
- d) Fines received by the buyer acknowledged as part from charity funds.
- e) Buyer can wearing fine to customer, fine only may charged to capable customers to fulfill his obligations, but No fulfill it. This is No applicable for customers who do not capable to fulfill his obligation Because *force majeure*. Fines are imposed If

seller negligent in do his obligation in accordance with contract, and the fine received acknowledged as charity fund section.

- f) Ordered items that have been accepted acknowledged as inventory. At the end of period reporting finance, inventory acquired through transaction *regards* measured as big as mark lowest cost acquisition or mark clean that can realized. If mark clean that can realized more low from cost acquisition, then the difference acknowledged as loss.
- 2) Bank as seller (accounting) For seller) if the bank acts as seller (capital provider)
 - a) Obligation *regards* recognized at the time seller receive business capital : *greetings* as much as business capital *regards* which is accepted.
 - b) Venture capital *regards* which is accepted can in the form of cash and non-cash assets. Business capital *regards* in cash form measured as big as the amount received, while the business capital *regards* in form non-cash assets are measured as big as mark reasonable.
 - c) Obligation *regards* stopped his recognition (*derecognition*) at the time handover goods to buyer. If the seller do transaction *regards parallel*, difference between the amount paid by the buyer end and cost acquisition goods order acknowledged as profit or loss at the time handover goods order by seller to buyer end.

Buy and sell *istishna ' parallel* in LKS practice is *istishna ' parallel* is transaction purchase on goods specific by the customer to LKS. Purchase No in a way direct with do handover goods, will but Customer only give specification goods, then LKS orders requested item Customer to party third or producers. Usually LKS does payment on goods the in a way cash. The item Then for sale to consumer or customers, can in a way cash or in a way installments.

A number of company *istishna ' is* making clothing, food, and equipment electricity, home stairs, telephone mobile and computer, books print, letter news and works decoration, making equipment industry, train fire and its stations, ships and its ports, airplanes and its airports, construction of buildings like complex housing, hotel, place tourism and still Lots Again need society and the state, especially in the current era This.

In concept *istishna ' is* transaction sell buy between customers and banks, and in implementation existence installment from party Customer to the bank. In a contract *ba'i al istishna ' can* just buyer give permission maker goods order using subcontractors For carry out contract said. With thus maker can make contract *istishna ' second* For fulfil his obligations under the contract First.

Transaction *istishna ' parallel* can done with a number of conditions. First, the contract second between the bank and the subcontractor must separated in a way clear from contract First between the bank and the buyer end. Second, the contract second must done after contract First valid and binding. With fulfil terms and conditions This *istishna ' parallel* can done with valid and appropriate with principles finance sharia. Islamic banks use *istishna ' as* solution financing installment for customers who want buy goods although No have sufficient funds, with handover goods done at the end period financing.

Mechanism payment in contract *istishna* ' can done through three different events. First, the advance payment, where the customer pay in a way overall at the moment contract, before asset *istishna* 'is submitted by Bank Syari'ah to buyer end. Second, payment done at the time handover goods, where payment done when goods Already received by the buyer end. In the way payment this, payment can done in a way gradually in accordance with progress making asset *istishna* ', and this is common methods used in financing *istishna* ' by Bank Syariah. Third, payment can deferred, where payment done after asset *istishna* ' handed over by the bank to buyer end. With existence options payment In this case, customers and banks have flexibility in determine time and way appropriate payment with needs and agreements between both of them.

Views of Scholars Regarding Contract *Greetings* and *Istishna* '

Between proof perfection of the Islamic religion is it is permissible sell buy with method *greetings*, namely contract booking a goods with criteria that have been agreed and with payment cash on delivery contract implemented. That is that, because with contract This second split party get profit without There is element cheat cheat or *evil* (luck). In the school of thought Shafi'i sell buy It means exchange goods with goods or goods with money, with road release right owned by from somebody towards others on base willingness second split party.

The Imams of the school of thought has agree that sell buy *regards* is Correct with six condition that is type the goods known, nature the goods known, the number of goods known, the time known by both split party, knowing level the money, obviously place his submission. Contract *istishna* 'is contract containing element speculation and its law disputed by scholars, because contract This No in line with rules general in sell buy, the most important element is goods for sale That must there is. In the contract *istishna* ' goods that are traded That Not yet there is, but believed will There is.

Among the scholars with sect Shafi'i there are two opinions about contract *istishna* ' namely Some schools of thought Shafi'i forbid contract *istishna* ' adheres to the principle of *qiyas*, namely comparison resemble law new problem with law similar problems with what has been happen formerly. They to argue that contract This No may Because contradictory with rules generally applicable, namely that object being transacted must real so that according to they contract *istishna* ' including to in *bai' al- ma'dum* (sell buy to something that is not there are) which are prohibited by syara '. Buy and sell like This cancelled in a way absolute.

Opinion of some schools of thought The other Syafi'i allow contract *istishna* ' this with reasonable to ' *urf* (custom) habits) that have applicable in the middle society and needs public to contract like This. For welfare people so contract This allowed or legitimate with equalize with contract *greetings*. Because already since long time ago *istishna* ' this done by the community without there are those who deny it, then from That law his ability That Can classified to *consensus*.

Imam Shafi'i said "There is nothing prohibition buy home, good available or No available place, with pay price with cash, and good in a way *charity* (its width known with cubit size)

or without *mudzara'ah*. " Then the contract *istishna* 'is required all over existing conditions in contract *greetings*. If not, then contract That will become damaged.

CONSLUSSIONS

Salam sale and purchase is a transaction that allows the buyer to pay the full price of the goods in advance, while the goods are delivered later. This transaction has a legal basis in the Qur'an (Surah Al-Baqarah: 282) and *ijma'*, with pillars such as the buyer (muslam), seller (muslamilahi), capital, goods (muslamfih), and handover (*ijab qabul*). The conditions include payment at the contract location, the goods are the responsibility of the seller, and the clarity of the size and quantity of the goods. Parallel salam involves two separate salam transactions that are not interdependent, ensuring that each contract stands alone. Meanwhile, *istishna'* is an order-based sale and purchase for goods to be produced, with provisions similar to salam but more flexible in terms of payment and goods that do not yet exist at the time of the contract. In the practice of Islamic financial institutions (LKS), both salam and *istishna'* are often carried out in parallel, where the LKS orders goods from a third party to fulfill customer orders. This approach facilitates transactions while still complying with sharia principles, such as transparency, fairness, and mutual agreement.

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