

Quantity Transparency and Transactional Fairness in Unweighed Coconut Milk Sales: An Islamic Economic Law Perspective

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ABSTRACT

This study examines quantity transparency and transactional fairness in the sale of fresh coconut milk in Talang Babat Village, Tanjung Jabung Timur, Indonesia, evaluated through Islamic economic law. Employing a qualitative multiple-case study involving three coconut milk sellers, consumers, and Islamic economic law experts, the empirical findings reveal two distinct transaction mechanisms: a standardized weighing practice that enables objective verification and consistent volume, versus a visual estimation practice using non-standardized plastic bags where a uniform price category yields substantial quantity variations between 180 ml and 270 ml. Legally, while visual estimation is sustained by local custom ('urf), interpersonal trust, convenience, and limited fiqh mu'amalah literacy rather than deliberate deception (tadlis), it fails to fulfill the essential requirement of quantity certainty (ma'lum al-maqadir), thereby introducing significant contractual uncertainty (gharar), rendering the contract corrupt (akad fasid), and compromising the principles of justice ('adl), mutual consent (tarāḍin), and protection of wealth (ḥifẓ al-māl). Conclusively, this study contributes a trust-and-verification model as a bridge between informal cultural practices and Sharia compliance, establishing contractual certainty through standardized weighing, transparent quantity disclosure, and targeted consumer education.

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Introduction

Buying and selling constitutes one of the most frequent economic interactions in daily life, governed within Islamic economic law by core principles of justice ('adl), mutual consent (tarāḍin), transparency, and property protection (ḥifẓ al-māl). These foundational tenets mandate that contracting parties possess adequate information regarding essential object characteristics, particularly quantity, quality, and price, thereby mitigating information asymmetry. Recent scholarship stresses that unresolved uncertainty in fundamental contractual terms generates gharar, potentially undermining transactional fairness (Shohih & Setyowati, 2021; Karimullah, 2025). This issue is acutely observable in informal, micro-scale food markets where transactions heavily rely on local custom ('urf), convenience, and interpersonal trust rather than standardized instruments. In Talang Babat Village, Tanjung

Jabung Timur, fresh coconut milk sellers demonstrate sharp operational contrasts: while some utilize standardized weighing scales, others rely on visual estimation and non-standardized plastic bags. Although culturally accepted, the absence of standardized measurement creates a critical legal dilemma regarding whether visual estimation provides sufficient quantity certainty (*ma'lum al-maqadir*) to guarantee equitable exchange.

Extensive literature has examined measurement uncertainty, *gharar*, *'urf*, and consumer protection within Islamic commercial law. Existing studies predominantly focus on modern digital ecosystems, formal financial institutions, e-commerce, or theoretical frameworks of contractual ambiguity (Fadlurrahman & Fikrianihayah, 2022; Hakim, 2023; Aqmal et al., 2026). Where traditional markets are studied, scholarship often treats customary practices (*'urf*) as monolithic validations of informal trade or relies purely on normative legal deductions without measuring actual physical disparities in commodities. Consequently, a significant research gap persists: previous studies have insufficiently explored how empirical, physical quantity variations directly intersect with formal Sharia doctrines in daily, face-to-face micro-transactions involving highly perishable food products like fresh coconut milk.

This study directly addresses this gap by offering a fresh empirical perspective on informal commercial measurement. The novelty of this research lies in its explicit integration of measured physical quantity variations—specifically documenting volume discrepancies between 180 ml and 270 ml under uniform price points—with core Islamic economic principles (*gharar*, *'urf*, *akad fasid*, *tadlis*, and *ma'lum al-maqadir*). Moving beyond static normative critiques that automatically condemn or unconditionally excuse unweighed trading, this study empirically demonstrates how visual estimation degrades quantity transparency and compromises *hifz al-māl*. Furthermore, this research introduces a novel trust-and-verification model, providing a practical blueprint that transforms unverified customary trust into a Sharia-compliant, transparent framework through standardized weighing and consumer education.

Method

This study employed a qualitative multiple-case study design to examine quantity transparency and transactional fairness in fresh coconut milk sales in Talang Babat Village, Tanjung Jabung Timur. Primary informants were selected through purposive sampling and comprised three coconut milk sellers categorized by their measurement practice—two using calibrated weighing scales (Sellers 1 and 2) and one relying on visual estimation via non-standardized plastic bags (Seller 3). To evaluate transactional equity, the sample was complemented by 12 regular consumers (four per seller, selected based on a minimum purchase history of two visits weekly for six months) and three Islamic economic law experts from academic backgrounds, the local Religious Court (Pengadilan Agama), and the Indonesian Ulema Council (MUI). Field observations were conducted over an eight-week period totaling 40 operational hours across peak and off-peak trading sessions to capture manual packaging routines, pricing behaviors, and seller-buyer interactions.

To objectively verify physical quantity variations under visual estimation, researchers integrated a systematic measurement protocol alongside traditional qualitative data gathering. Empirical volume verification involved collecting 30 random coconut milk samples (10 samples per seller) purchased at a uniform price point of IDR 5,000, which were immediately measured using a calibrated 1,000 ml graduated measuring cylinder (10ml tolerance). Primary data were gathered through semi-structured interviews exploring seller rationale, consumer perceptions of volume adequacy, and expert legal interpretations, supported by photographic documentation and volume logs.

Data analysis followed an interactive qualitative model consisting of data condensation,

matrix displays, and cross-case comparisons contrasting standardized weighing against visual estimation (Miles et al., 2020). The empirical findings were interpreted through the core principles of Islamic commercial law, including gharar, ‘urf, tarāḍin, ‘adl, ma‘lum al-maqadir, and ḥifẓ al-māl. Trustworthiness was established through source triangulation (cross-verifying perspectives among sellers, consumers, and legal experts), methodological triangulation (converging observational notes, interview transcripts, and quantitative measuring cylinder logs), member checking with primary informants, and prolonged field engagement (Creswell & Poth, 2023; Stenfors et al., 2024).

Results and Discussion

1. Quantity Transparency and Transaction Mechanisms in Coconut Milk Sales

The empirical investigation in Talang Babat Village reveals two structurally distinct transaction mechanisms in the sale of fresh coconut milk: a standardized weighing mechanism (Sellers A and B) and an informal visual estimation mechanism (Seller C).

- Standardized Weighing Practice (Sellers A and B): Sellers A and B utilize calibrated weighing scales (digital or analog) to determine product quantity prior to transaction completion. Consumers specify either a desired monetary value (e.g., IDR 5,000 or IDR 10,000) or a target weight (e.g., 500 grams). The scale's display is positioned facing the customer, allowing immediate, objective verification of the price-to-quantity ratio. Both sellers explicitly frame the scale as an instrument of professional accountability, noting that transparent measurement fosters long-term customer integrity and eliminates contractual disputes regarding volume shortfalls.
- Visual Estimation Practice (Seller C): Seller C operates through an informal measurement system using non-standardized plastic bags categorized into three broad price tiers: Small (IDR 5,000), Medium (IDR 8,000), and Large (IDR 12,000). Quantity is determined purely through visual estimation and manual experience during high-speed packaging. Seller C relies on established local custom (‘urf), buyer convenience, and long-standing interpersonal trust, operating without any standardized weight or liquid volume measuring tools.

2. Trust, Consumer Verification, and Islamic Economic Concerns

To objectively evaluate quantity variance under both mechanisms, researchers conducted systematic volume measurements across 30 random transaction samples (10 samples per seller at the uniform IDR 8,000 price tier) using a calibrated 1,000 ml graduated measuring cylinder (10ml tolerance).

The empirical comparison demonstrates that while standardized weighing maintains precise volume consistency, visual estimation introduces substantial physical variance. At Seller C, the same IDR 8,000 price point produced liquid volumes fluctuating widely between 180 ml and 270 ml across ten observed transactions—yielding a maximum volume discrepancy margin of 90 ml (20.2% variance). This fluctuation stems from human error during rapid manual filling, varying plastic bag elasticity, and subjective visual judgment during peak market hours.

Table 1. Comparative Operational Summary and Empirical Volume Variance (Price Tier: IDR 8,000)

Seller	Primary Measurement Mechanism	Measurement Instrument / Packaging	Mean Volume (ml)	Observed Volume Range (ml)	Volume Discrepancy Margin	Consumer Verification Ability
Seller A	Standardized Weighing	Calibrated Analog Scale + Plastic Bag	250 ml	245 – 255 ml	10 ml (2.0%)	High (Direct scale reading)
Seller B	Standardized Weighing	Calibrated Digital Scale + Plastic Bag	250 ml	248 – 252 ml	4 ml (0.8%)	High (Direct digital display)

Seller C	Visual Estimation	Non-standardized Bag + Manual Estimation	222 ml	180 – 270 ml	90 ml (20.2%)	Low (Unverifiable visual guess)
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The data indicate that interpersonal trust acts as a social substitute for formal measurement governance. Consumers purchasing from Seller C often accept visual estimation due to geographical proximity, social familiarity, and assumed seller honesty. However, interviews reveal that trust does not eliminate underlying material uncertainty. Multiple buyers acknowledged noticing periodic volume reductions but felt unable to challenge the seller due to the lack of an objective, verifiable measurement standard.

Furthermore, field data highlight a systemic gap in fiqh mu'amalah (Islamic commercial law) literacy: Seller Awareness: Seller C acknowledged operating strictly by habitual custom, lacking technical knowledge regarding Islamic legal requirements for quantity certainty (ma'lum al-maqadir). Consumer Awareness: Buyers demonstrated limited understanding of their contractual rights to verify commodity volumes or seek redress for volume shortfalls. Community Guidance: Local religious figures emphasized that local Islamic discourse overwhelmingly focuses on ritual worship ('ibādah), leaving practical commercial ethics under-addressed. Local scholars stressed that informal trading flaws should be resolved through targeted education rather than rigid condemnation.

Ultimately, the core empirical issue in unweighed transactions is not merely the physical absence of a scale, but the absence of an objective, shared standard of verification. The combination of uncalibrated visual estimation, reliance on unverified interpersonal trust, and low fiqh mu'amalah literacy creates an asymmetrical environment where consumers pay identical prices for significantly varying commodity amounts, providing the empirical foundation for analyzing gharar, 'urf, akad fasid, and ḥifẓ al-māl.

3. Discussion

The findings indicate that the sale of fresh coconut milk without standardized weighing at Toko B is not merely a technical deviation in measurement but reflects a broader tension between local trading conventions, interpersonal trust, and the normative demands of Islamic commercial law. The practice is sustained by repeated transactions, proximity between traders and consumers, and the perception that the seller's honesty can substitute for formal measurement. This finding is important because trust is valuable in informal markets, but trust alone does not eliminate information asymmetry. In contrast, Toko A demonstrates that transparency can be institutionalized through a simple weighing procedure that allows consumers to verify the quantity they receive. Recent studies of Islamic business practices similarly emphasize that honesty, accountability, justice, and transparent weighing are not merely ethical ideals but practical mechanisms for establishing fair and sustainable trading relationships (Hulaimi et al., 2024; Itsnawati et al., 2024). Thus, the central issue in Toko B is not the absence of good faith per se, but the absence of an objective mechanism through which good faith can be demonstrated and verified.

From the perspective of Islamic commercial law, the most significant problem concerns the uncertainty surrounding the quantity of the object of sale. Although the essential elements of the transaction seller, buyer, commodity, price, and mutual consent—are present, the quantity of coconut milk is determined through visual estimation and non-standardized plastic bags. The observed variation of approximately 180–270 ml for the same Rp8,000 price demonstrates that the uncertainty is empirically measurable rather than merely theoretical. This condition creates an information asymmetry because the seller determines the quantity while the consumer lacks an independent instrument to verify it. Contemporary discussions of gharar similarly associate problematic uncertainty with incomplete information and unequal

distribution of transactional knowledge, particularly when such uncertainty can affect the economic interests of one party (Jatmiko, 2024). Therefore, the practice should not be assessed simply by asking whether the seller intentionally cheats. The more fundamental question is whether the transactional system itself provides sufficient certainty, transparency, and fairness for both parties. On this basis, the practice at Toko B contains a substantive element of gharar because the quantity exchanged is not objectively determined at the time of transaction.

Nevertheless, the findings do not provide sufficient evidence to categorize the seller's conduct as intentional *tadlis* or deliberate fraud. The interview data show that the trader understands the practice as an established local convention and explicitly claims that he does not intend to deceive consumers. This distinction is analytically important because Islamic commercial law evaluates not only the formal structure of an exchange but also the nature and consequences of the uncertainty involved. The phenomenon is therefore better understood as structural transactional uncertainty rather than proven intentional deception. The concept of '*urf*' may explain why the practice has acquired social legitimacy: consumers have become accustomed to purchasing coconut milk according to plastic size and price rather than standardized weight or volume. However, social acceptance cannot automatically transform an uncertain practice into a sharia-compliant one when the prevailing convention undermines transparency and fairness. Recent scholarship on Islamic business ethics emphasizes that justice, honesty, transparency, and responsibility must operate together in commercial transactions; ethical compliance therefore requires more than subjective claims of honesty (Aini & Azzaki, 2024; Latifah et al., 2024). The key contribution of this finding is consequently the distinction between individual honesty and system-level fairness: a trader may sincerely believe that he is honest while still operating a transaction mechanism that does not adequately protect the consumer.

The findings become more significant when examined through the framework of *maqāṣid al-sharī'ah*, particularly *ḥifẓ al-māl* (protection of wealth) and '*adl*' (justice). The absence of standardized measurement creates a potential imbalance between the money paid and the quantity received, while the consumer's inability to verify the quantity weakens his or her bargaining position. From a *maqāṣid* perspective, therefore, the objective of Islamic commercial law is not merely to establish whether an agreement was verbally accepted, but also to ensure that the exchange produces a fair and non-harmful economic relationship. Contemporary studies have similarly positioned *ḥifẓ al-māl*, justice, and trust as central considerations in strengthening consumer protection within Islamic economic law (Puad & Hamdi, 2025). The principle of *tarāḍin* (mutual consent) should consequently be understood substantively rather than merely procedurally. Consent is stronger when both parties possess adequate information about what is being exchanged. In the present case, consumers often accept the transaction because of habit and interpersonal trust, not because they can objectively ascertain the quantity of coconut milk. This finding suggests that trust should complement, rather than replace, transparency. A standardized weighing process would not undermine the existing social relationship; rather, it could institutionalize trust by making the seller's honesty visible and verifiable.

Accordingly, this study argues that the appropriate response is not to stigmatize the trader or immediately invalidate all transactions that have occurred, but to transform the existing informal practice toward a transparent, measurable, and sharia-compliant trading mechanism. The use of a standardized scale, disclosure of quantity or weight, and agreement on a clear price-quantity relationship constitute relatively simple interventions that can simultaneously reduce gharar, strengthen consumer protection, and operationalize the Islamic principles of '*adl*', *amanah*, and *ḥifẓ al-māl*. This direction is consistent with recent empirical research showing that transparent weighing practices can strengthen consumer confidence and that Islamic business ethics require institutional support, ethical literacy, and appropriate measurement standards rather than relying exclusively on individual morality (Its Nawati et al., 2024). The study therefore proposes a shift from a trust-based informal transaction toward a trust-plus-verification model. Such a model preserves the positive social capital already

present in Talang Babat while correcting the structural weakness of the existing measurement system. In this sense, the main implication of the research is that Islamic economic law should not be approached merely as a mechanism for declaring transactions halal or haram, but as an applied normative framework for designing everyday economic practices that are transparent, verifiable, fair, protective of wealth, and socially sustainable.

Conclusion

This study concludes that the practice of selling fresh coconut milk in Talang Babat Village demonstrates a clear duality of measurement systems. Shop A applies a standardized and transparent weighing system, enabling consumers to verify the relationship between price and quantity. In contrast, Shop B relies on non-standardized plastic bags and visual estimation, resulting in substantial variation in the volume of coconut milk sold at the same price, ranging from approximately 180 to 270 ml. This practice is sustained not primarily by an intention to deceive, but by the interaction of local custom ('urf), limited understanding of Islamic commercial principles, and interpersonal trust between sellers and consumers. However, trust cannot fully substitute for objective measurement because consumers lack an effective mechanism to verify whether the quantity received corresponds to the price paid. The findings therefore demonstrate that the absence of standardized measurement creates a structural vulnerability in consumer protection even when the transaction is socially accepted and conducted within an established relationship of trust.

From the perspective of Islamic economic law, the sale of coconut milk without standardized measurement at Shop B is characterized as an akad fasid rather than bathil in an absolute sense, because the essential elements of sale are formally fulfilled while the requirement of clarity concerning the quantity of the object of sale (ma'lum al-maqadir) is not adequately satisfied. The transaction also contains a significant element of gharar, particularly because variations in quantity are substantial, systematic, and objectively unverifiable by consumers, while the absence of evidence of intentional deception means that tadlis cannot be conclusively established. From the perspective of maqasid al-shariah, the practice potentially undermines hifz al-mal (protection of wealth) and substantive justice, while the principle of 'urf cannot legitimize a practice that conflicts with stronger sharia principles. Accordingly, the study recommends transforming the existing trust-based system into a trust-and-verification model through standardized weighing, transparent disclosure of quantity, and appropriate consumer education. Such a transformation would preserve the social trust underlying local commerce while simultaneously strengthening transparency, fairness, consumer protection, and compliance with Islamic economic law.

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