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Weight Reduction in Chili Pepper Sale Transactions: An Analysis of ‘Urf and the Parties’ Mutual Consent from the Perspective of Islamic Commercial Jurisprudence

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ABSRACT

Abstract

Weight reduction in chili pepper sale transactions has become a customary practice in Temanggung, Indonesia. It is conducted transparently based on the quality and condition of the produce, including defects, impurities, and potential weight loss. While generally accepted as ‘urf and based on mutual agreement, a small number of sellers do not fully consent to the reduction, raising questions about the role of ‘urf and mutual consent (tarāḍin) in Islamic commercial transactions. This study examines the practice and its conformity with fiqh muʿāmalah using a qualitative case study approach based on field observations and interviews. The findings show that weight reduction is an established and socially accepted practice and may be recognized as ‘urf because it is repeatedly practiced and collectively acknowledged. From the perspective of fiqh muʿāmalah, the practice is permissible when conducted transparently, agreed upon, and free from deception or injustice (ẓulm). However, ‘urf alone does not legitimize the practice where mutual consent is absent. Thus, the practice is consistent with fiqh muʿāmalah only when transparency, agreement, and genuine mutual consent are ensured.

Introduction

Sale transactions constitute one of the most fundamental forms of *muʿāmalāt* in the economic life of society. In principle, such transactions are permissible in Islam unless there is evidence prohibiting them and provided that they comply with the requirements of Islamic law (Al-Suyuthi, 2012). This permissibility, however, does not imply that commercial practices may be conducted without limitations. Sale transactions must be based on clarity of the subject matter, mutual agreement, honesty, fairness, and the fulfillment of the rights and obligations of each party. In this context, understanding the principles of *fiqh muʿāmalah* is essential to ensure that economic activities not only generate profit but also uphold fairness and protect the interests of the parties involved. One important aspect of sale transactions is the accuracy of measurements and weights. Such accuracy is directly related to the fulfillment of the rights of both buyers and sellers, as the quantity or weight of goods constitutes a basis for determining the value of exchange. From the perspective of Islamic law, clarity and accuracy concerning the subject matter of a transaction are essential to preventing *gharar*, deception, and practices that may unfairly disadvantage either party. Research on agricultural commodity transactions indicates that weighing practices are an important aspect of implementing *muʿāmalāt* principles, particularly because inaccurate weighing may affect the balance of rights and obligations between traders and buyers (Marzuki et al., 2018). Thus, weighing is not merely a technical aspect of trade but also carries ethical and normative implications under Islamic law.

The Qur'an places considerable emphasis on the proper use of weights and measures. The prohibition against reducing weights and measures is, among other provisions, explicitly stated in Q.S. al-Muṭaffifīn (83): 1–3, which condemns those who demand full measure when receiving from others but give less when measuring or weighing for others. This prohibition demonstrates that fairness in economic exchange is an integral component of Islamic commercial ethics. Accordingly, practices involving reductions in the weight of goods require careful examination, particularly to distinguish between unjustified reductions and reductions that are openly disclosed, understood, and mutually agreed upon by the parties to a transaction.

This issue becomes particularly significant in light of the practice of weight reduction in chili pepper transactions in Jumo District, Temanggung Regency. Preliminary observations indicate that weight reductions are carried out openly and are familiar to the parties involved in these transactions. The amount deducted is not uniform but varies according to the quantity and condition of the chili peppers being traded. Such reductions are associated with unripe, damaged, or spoiled chili peppers, as well as impurities, leaves, stems, and potential weight loss. Thus, the reduction is not necessarily intended as a unilateral diminution of the quantity of goods but is understood by some participants as a mechanism for adjusting the recorded weight to the actual condition of the commodity. Similar practices of weight deductions have also been identified in transactions involving other agricultural commodities, indicating that weight reduction is not an entirely new phenomenon in community-based commercial practices (Rosdiana et al., 2022).

At this point, a more complex legal issue emerges. On the one hand, Islamic principles require accuracy in weights and measures and prohibit fraudulent practices in commercial transactions. On the other hand, a weight-reduction practice that is conducted transparently, known to the parties, and continuously practiced may be understood as a form of local custom or *ʿurf*. In Islamic law, *ʿurf* occupies an important position as a consideration in legal determination, provided that it does not conflict with the principles of the Sharīʿah. Its recognition as a method and source of legal consideration indicates that social practices that are commonly known and accepted by a community may acquire legal significance when they fulfill the conditions established by Islamic law (Janah, 2023). Therefore, the practice of weight reduction cannot be assessed solely on the basis of the prohibition against reducing weights and measures; it must also be examined in light of the nature of the practice, its transparency, mutual agreement, and the extent to which it is accepted by the parties involved. In addition to *ʿurf*, the principle of mutual consent (*tarāḍin*) is another important dimension in assessing this practice. Mutual consent constitutes a fundamental principle of *muʿāmalāt*, as the exchange of property should essentially take place with the agreement and willingness of the parties involved. Consequently, a customary practice cannot automatically serve as a justification when its implementation involves a party who is unaware of, does not agree to, or feels disadvantaged by the applicable practice. In the context of chili pepper transactions in Jumo District, this issue becomes particularly relevant because preliminary findings indicate differences in the acceptance of weight reductions among sellers: some regard the deduction as a normal and established practice, whereas others do not fully consent to the deduction.

This phenomenon reveals an important analytical space at the intersection of Islamic commercial jurisprudence, community economic practices, *ʿurf*, and the principle of *tarāḍin*. Studies on weighing practices from an Islamic perspective have generally focused on weighing accuracy and the prohibition of fraudulent practices (Nasikhan, 2020; Marzuki et al., 2018), while studies on *ʿurf* have primarily examined its position as a method of legal determination in social practices (Amalia, 2020; Janah, 2023). Although weight-reduction practices involving agricultural commodities have been examined in several contexts, the specific practice of weight reduction in chili pepper transactions in Jumo District, particularly with regard to transparency, community acceptance, and the consent of individual sellers, remains insufficiently explored. This constitutes the research gap addressed by the present study.

Method

This study employs a qualitative approach with a case study design to examine the practice of weight reduction in chili pepper sale transactions and its assessment based on *ʿurf* and the principle of *tarāḍin* in *fiqh muʿāmalah*. The study was conducted in Jombor, Padureso, and Giyono Villages, Jumo District, Temanggung Regency. Informants were purposively selected and consisted of chili pepper farmers and collectors directly involved in the transactions and familiar with the practice of weight reduction.The data consisted of primary and secondary sources. Primary data were obtained through direct observation and interviews with farmers and chili pepper collectors, while secondary data were drawn from books, journal articles, previous theses, and other relevant scholarly sources. Data were collected through observation, in-depth interviews, and documentation. The interviews focused on the mechanism and amount of weight reduction, the reasons for the reduction, transparency in transactions, community acceptance, and the agreement and mutual consent of the parties.The data were analyzed descriptively and analytically through data reduction, data presentation, and conclusion drawing. The empirical findings were subsequently examined based on the principles of *fiqh muʿāmalah*, particularly those concerning weights and measures, honesty, fairness, *ʿurf*, and *tarāḍin*. Data validity was ensured through source and methodological triangulation by comparing information obtained from farmers and collectors and cross-checking it against observations and documentary evidence.

Results

1. The Weight Measurement Practices in Chili Pepper Sale Transactions inTemanggung

Based on field observations and interviews conducted in May at Firdaius Sayur, Padiureso Village, Jumo District, a practice of weight reduction was identified in chili pepper sale transactions. This practice is specifically applied to chili peppers and is not generally applied to all other commodities traded. Direct observation revealed that weighing is conducted using digital scales; however, the gross weight displayed on the scale does not always constitute the basis for payment. Traders apply certain weight deductions by taking into account the quality, physical condition, and potential weight loss of the commodity after the transaction.

The field findings indicate that weight reduction is a well-known and recurrent practice among chili pepper farmers and traders. The amount deducted is not uniform but varies according to the quantity weighed and the condition of the chili peppers delivered by farmers (Rumadi, 2024). Generally, a quantity of approximately 20–30 kg is subject to a deduction of around 0.5 kg, while 30–50 kg may be reduced by approximately 1 kg. For larger quantities, particularly 50–60 kg or more, the deduction may reach 1–1.2 kg. For quantities of approximately 100 kg, deductions of around 2–3 kg have also been observed. Thus, the greater the volume of chili peppers traded, the greater the weight deduction applied. The farmers' accounts indicate that the practice is primarily intended to account for unripe, spoiled, damaged, or otherwise substandard chili peppers. Rumadi, one of the farmer informants, explained that although the same weighing procedure is used, a deduction is applied according to the quantity and condition of the commodity. According to him, the deduction is necessary to anticipate unhealthy or damaged chili peppers as well as potential weight loss. This account is supported by Rumiah, who explained that unripe or unhealthy chili peppers are generally separated first. Consequently, the weight used as the basis for payment reflects an adjustment for portions considered unsuitable for sale.

Similar explanations were provided by Rafa and Sutrimo. Rafa stated that transactions involving approximately 25–50 kg generally involve a deduction of around 1 kg, while Sutrimo reported that a weight of 25.7 kg may be subject to a deduction of approximately 0.5–0.7 kg. These variations indicate that the amount deducted is determined not solely by the total weight but also by the quality of the chili peppers delivered. Chili peppers containing unripe, damaged, or otherwise substandard portions are therefore subject to greater deductions. The quality and physical condition of the commodity were also emphasized by Rofik, Tri, Sukirman, and Waluyo. Rofik stated that 25 kg may be reduced by approximately 0.5–1 kg, while 50 kg may be reduced by approximately 1–1.2 kg. Tri added that deductions also account for impurities, spoiled peppers, and other materials that may remain attached when farmers deliver the chili peppers to traders. Sukirman and Waluyo similarly explained that the deduction serves as an anticipation of unhealthy chili peppers and potential weight loss after the transaction.

These findings indicate three primary reasons underlying the practice of weight reduction: the quality of the chili peppers, the presence of materials or portions that are not considered saleable, and the potential for weight loss. Sigit, for example, explained that the condition of chili peppers is not uniform, as a single sack may contain peppers at different stages of ripeness, damaged portions, as well as leaves and stems. Weight reduction is therefore perceived as a mechanism for adjusting the recorded weight to the actual quantity of chili peppers considered suitable for sale (Sigit, 2024). In addition to quality considerations, several informants identified the practice as part of the local community's customary trading practices. Kiman explicitly stated that the pattern of weight reduction has long been practiced as a customary tradition in chili pepper transactions. A similar view was expressed by Abdul, who regarded the deduction as a normal practice in chili pepper transactions (Abdul, 2024). Thus, the practice functions not only as a technical mechanism for accounting for commodity quality but has also become socially institutionalized through repeated practice and acceptance among transaction participants. The customary dimension is particularly significant because not all informants perceive weight reduction as a form of irregularity or misconduct. Some farmers consider it reasonable as long as the deduction corresponds to the actual condition of the chili peppers. Apid, for example, explained that a deduction of 0.5 kg for approximately 25 kg and 1 kg for approximately 50 kg is understood as a reserve against possible damage to some of the chili peppers. Sumaryo, meanwhile, related the amount deducted to the quantity and quality of the commodity as well as fluctuations in chili pepper prices, which he described as highly variable. These accounts demonstrate that transaction participants perceive weight reduction not merely as a reduction in quantity but as an informal mechanism for managing risks associated with a perishable agricultural commodity (Sumaryo, 2024).

The perspective of the trader or market manager provides further insight into the mechanism. Rohmat Solihin, the manager of Firdaius Sayur, explained that weighing is conducted using digital scales. Nevertheless, once the weight is determined, a deduction is applied according to the quantity of chili peppers. For approximately 15 kg, a deduction of 0.5 kg may be applied; quantities exceeding 30 kg may be subject to a deduction of approximately 1 kg; while quantities of 60 kg or more may receive a deduction of approximately 1–1.2 kg. For quantities of approximately 100 kg, the deduction may reach 2–3 kg. According to him, these deductions are related to the fact that the chili peppers may not yet have been completely sorted and may still contain leaves, stems, or portions that do not meet the required quality standards. The manager's account demonstrates that weight reduction is conducted after considering the actual condition of the commodity. In other words, the weight displayed on the digital scale does not automatically constitute the net weight used to determine the payment made to farmers. Rather, an adjustment is made between the physical weight measured and the weight considered suitable as the basis for payment. In practice, this adjustment is implemented through a deduction that is understood by the parties involved in the transaction (Sukiman, 2024). Overall, the interview findings indicate that weight reduction in chili pepper transactions at Firdaius Sayur has a relatively structured pattern, although it is not governed by a formal written standard. The amount deducted is shaped by customary trading practices and influenced by the quantity of chili peppers, commodity quality, the presence of non-saleable portions, and potential weight loss. The range of deductions identified through the interviews demonstrates a relatively consistent pattern, although it is not entirely uniform across transactions. This suggests that weight reduction has become an informal mechanism embedded in chili pepper sale transactions within the research area (Rohmat, 2024).

2. Fiqh Muʿāmalah Assessment of Weight-Reduction Practices in Chili Pepper Transactions in Temanggung

Interviews with farmers and transaction participants indicate that the practice of weight reduction in chili pepper sales in Jumo District is not perceived by most informants as fraudulent conduct, but rather as part of an established transactional mechanism that has been practiced across generations. Rumadi explained that chili pepper transactions involve the exchange of commodities for money, while weight deductions have become customary among farmers. He follows the practice because it has become a common pattern of transaction. This finding suggests that weight reduction is not merely an individual practice but is embedded within a customary practice recognized by transaction participants (Rumadi, 2024).

Al-Suyūṭī explains that customary practices occupy an important position in Islamic jurisprudence and may be considered in various *muʿāmalah* matters. In particular, with regard to *muʿāṭāh* transactions and the determination of measurements or weights for which no specific rule has been established, the prevailing custom at the place of transaction may serve as a reference (al-Suyūṭī, 2012, pp. 90–91). Similar patterns emerge from the accounts of Rumiah, Rafa, Sutrimo, and Rofik. Rumiah stated that weight deductions are known to the parties in chili pepper transactions and, in certain circumstances, are implemented with the buyer's consent. Rafa and Sutrimo regarded the deduction as a customary practice that they willingly accept. Rofik likewise described it as a longstanding tradition in chili pepper transactions. These findings demonstrate social acceptance of the weight-reduction practice, making *ʿurf* a relevant analytical framework within *fiqh muʿāmalah*.

Ibn Taymiyyah emphasizes that contractual forms in *muʿāmalah* are not necessarily restricted to specific verbal expressions. In his view, words or actions that, according to prevailing custom, indicate the parties' intention to engage in a sale may constitute an expression of the contract. Accordingly, transactions may be understood in light of the *ʿurf* prevailing within a community, provided that the conduct reflects the intentions of the contracting parties (Ibn Taymiyyah, n.d., 29:7). From the perspective of Islamic jurisprudence, *ʿurf*, or established custom, may constitute a consideration in legal determination through the maxim *al-ʿādah muḥakkamah* meaning that established custom may have legal significance. Its application, however, is not absolute. A custom may be legally considered when it is generally or predominantly practiced, does not contradict the principles of Sharīʿah, and is relevant to the subject matter of the transaction. Thus, the fact that weight reduction has become customary among the people of Jumo is significant for the legal analysis, but does not by itself establish the Sharīʿah validity of the practice.

Another decisive consideration is the principle of *tarāḍin*, or mutual consent. In sale transactions, mutual consent constitutes a fundamental principle underlying the legitimacy of the exchange of property. The Prophet Muhammad stated, *"Innamā al-bayʿu ʿan tarāḍin"* meaning that a sale is conducted on the basis of mutual consent. The ḥadīth is narrated by Ibn Mājah and was authenticated by al-Albānī. This principle indicates that the existence of a social custom does not eliminate the requirement that the parties consent to the transaction.

The field findings reveal variations in the fulfillment of *tarāḍin*. Some farmers stated that they willingly accept the deduction because they understand it as an established customary practice. Rafa, for example, regarded the deduction as a practice recognized within the community and accepted it with the expectation that the transaction would remain blessed. Sutrimo similarly stated that he accepts the deduction voluntarily. Such attitudes indicate the presence of actual *tarāḍin*, namely consent expressed by a party who is aware of the deduction and accepts it as part of the transaction. A different pattern emerges from the statements of Sukirman and Kiman. Sukirman explained that deductions are generally made without specifically requesting permission, although he does not object because the practice has become customary. Kiman similarly stated that almost all chili pepper transactions in the area involve deductions and that farmers are presumed to be aware of the practice; consequently, explicit permission is not always sought. This finding reveals an important distinction between explicit consent and consent presumed from customary practice. The distinction is significant in determining the legal status of the weight-reduction practice.

In *fiqh muʿāmalah*, agreement does not necessarily have to be expressed through explicit verbal statements. In certain transactions, the conduct of the parties may constitute an indication of consent, as reflected in the concept of *bayʿ al-muʿāṭāh*. Thus, if a farmer delivers chili peppers, is aware of the applicable deduction, accepts payment based on the adjusted weight, and raises no objection, such conduct may reasonably be understood as tacit consent. However, presumed consent cannot automatically be established where the party is unaware of the deduction or objects to it but continues the transaction because of limited alternatives or social pressure. The principle of transparency is likewise central to this issue. The Prophet Muhammad ﷺ emphasized that when the seller and buyer act honestly and disclose the relevant condition of the commodity, their transaction is blessed; conversely, when they conceal information and engage in dishonesty, the blessing of the transaction is diminished. Accordingly, transparency regarding the deduction is a key factor distinguishing a legitimate adjustment of weight from deceptive manipulation. Where the deduction is known to the farmer and forms part of a mutually understood transactional mechanism, its legal character differs from a hidden or unilateral reduction.

The informants' accounts further indicate that the primary purpose of the deduction is not necessarily to obtain unilateral economic gain. Rather, the deduction is associated with the heterogeneous condition of the chili peppers, including damaged, unripe, or spoiled produce, as well as leaves, stems, impurities, and potential weight loss. Given the perishable nature of agricultural commodities, the deduction may therefore be understood as an informal mechanism for adjusting the recorded weight to the quantity of produce considered economically suitable for sale. The practice consequently possesses an economic rationale that is understandable within the context of chili pepper trading. Nevertheless, the role of *ʿurf* must be approached with caution. The maxim *al-ʿādah muḥakkamah* does not mean that every social practice automatically acquires legal validity. *ʿUrf* may be considered only when it does not conflict with Sharīʿah principles and is established consistently within the relevant community. Accordingly, a customary weight-reduction practice may acquire legal consideration as *ʿurf* where the mechanism of deduction is transparent, supported by reasonable grounds, and accepted by the parties. Conversely, if custom is invoked to justify a deduction that is unknown to or rejected by the affected party, *ʿurf* alone is insufficient to legitimize the practice.

Therefore, the weight-reduction practice in chili pepper sales in Jumo District may be characterized as ʿurf tijārī, namely a customary commercial practice that has developed within the local trading community. Its characteristics are reflected in the recurrence of the practice, collective awareness among transaction participants, and social acceptance of the deduction mechanism. Nevertheless, the legal relevance of *ʿurf* remains subject to the principle of *tarāḍin*. Consent arising from knowledge and acceptance of the deduction may provide a basis for the legitimacy of the transaction, whereas consent merely presumed from social custom—particularly where a party feels compelled to follow the prevailing practice—requires further scrutiny from the perspective of *fiqh muʿāmalah*.

Discussion

1. Weight-Reduction Practices in Chili Pepper Sale Transactions among Communities in Jumo District, Temanggung Regency

Interviews with Rumadi, Rumiah, Rafa, Sutrimo, Rofik, Tri, Sukirman, Waluyo, Sigit, Supandi, Ahmad Soleh, Sumaryo, Abdul, Apid, Kiman, Rohmat Solihin, Nina, and Ikhwan, who are farmers and chili pepper collectors, indicate that weight reduction is practiced in chili pepper sale transactions in Jumo District, Temanggung Regency. The reduction generally follows a graduated pattern: approximately 0.5 kg for 1–30 kg of chili peppers, 1 kg for 30–50 kg, 1.2 kg for 60–80 kg, and approximately 2 kg for 100 kg. The informants explained that these deductions are intended to account for the fact that not all harvested chili peppers are of uniform quality. Some may be spoiled, unhealthy, unripe, or subject to weight loss. The deductions also take into consideration the weight of the sacks, residual impurities such as leaves and stems, and the economic risk borne by collectors in the trading process. The field findings further demonstrate that the weight-reduction practice is conducted relatively transparently. Most farmers are aware that deductions will be applied when their chili peppers are sold to collectors. Rather than being introduced as a hidden adjustment after weighing, the deduction has become a familiar feature of local transactions. Kiman stated that such deductions have become customary in chili pepper transactions (Kiman, 2024), while Supandi explained that the practice is generally encountered wherever chili pepper collectors operate (Supandi, 2024). This indicates that the practice has developed beyond an individual arrangement between a particular farmer and collector and has acquired a broader social dimension within the local trading community.

These findings are consistent with the researcher’s observations and documentation of chili pepper transactions in Jumo District. The field evidence confirms that weight adjustments occur repeatedly in transactions between farmers and collectors. Thus, the practice is not merely based on individual testimony but is also supported by direct observation of the transactional process. This convergence between interview data, observation, and documentation strengthens the credibility of the finding that weight reduction constitutes an establish ed mechanism in local chili pepper trading. From the perspective of *fiqh muʿāmalah*, however, the existence of a customary practice does not automatically determine its legal validity. The practice must first be examined through the concept of *ʿurf* and then assessed against the principles of justice, transparency, and mutual consent (*tarāḍin*). In Islamic jurisprudence, *ʿurf* occupies an important position because established social practices may constitute a consideration in determining legal rulings when they meet the requirements of valid custom (Zionis, 2011, p. 77). Etymologically, *ʿurf* refers to something recognized as good and accepted by sound reason (Amalia, 2020, pp. 77–78). In the terminology of Islamic jurisprudence, Abdul Karim Zaydan defines *ʿurf* as something recognized by a community and established among its members as a customary practice, whether in the form of speech, conduct, or abstention from certain actions (Amalia, 2020, pp. 77–78). An important characteristic of *ʿurf* is therefore not merely the frequency with which an act is repeated, but its recognition and acceptance within the community. Janah (2023, p. 4) emphasizes that the essential element of ʿ*urf* lies in whether a practice has become known and acknowledged by the majority of people concerned. In the present case, the weight-reduction practice in chili pepper transactions in Jumo demonstrates several characteristics of ʿ*urf*: it is repeatedly practiced, known by farmers and collectors, applied across transactions, and socially recognized as part of the local trading mechanism. On this basis, the practice may be classified as **commercial custom (ʿ*urf tijārī*)**.

Nevertheless, the classification of the practice as ʿ*urf* requires an important qualification. Islamic law does not recognize every customary practice as legally valid. A custom may be considered ʿ*urf ṣaḥīḥ* only insofar as it does not contradict an established Sharīʿah principle and does not result in injustice or harm to one of the contracting parties. This distinction is particularly important in the case of weight reduction because the Qur'an explicitly condemns fraudulent manipulation of weights and measures. Therefore, the legal question is not simply whether the deduction has become customary, but whether the customary deduction constitutes a transparent adjustment mutually understood by the parties or an undisclosed reduction that diminishes the seller's rights. The findings indicate that the rationale for the deduction is primarily related to the physical condition of the commodity rather than an intention to deceive the farmer. Chili peppers are agricultural commodities whose quality may vary considerably within a single harvest. Unripe, spoiled, damaged, or otherwise defective produce may be mixed with leaves, stems, and other impurities. In addition, chili peppers may experience weight loss after harvesting. From this perspective, the deduction can be understood as an informal mechanism for estimating the commercially acceptable weight of the commodity rather than simply reducing the farmer's entitlement. This interpretation is supported by the principle that customary practices may be taken into consideration in transactions when they function to clarify matters that are not specifically regulated by the parties' agreement. Al-Suyūṭī notes the relevance of customary practice in determining transactional matters, particularly where the Sharīʿah does not prescribe a specific form or measurement. Consequently, the local custom concerning weight adjustments may be considered provided that it remains within the limits of transparency and fairness (al-Suyūṭī, 2012, pp. 90–91).

A comparable phenomenon can be found in Purnama's study, *An Analysis of ʿUrf on the Practice of Fish Trading through Pile-Based Pricing in Ujung Lero Village, Pinrang*

Regency. The study found that fish were sometimes sold in piles without being weighed individually, primarily to shorten the transaction process, with the seller and buyer determining the price based on an agreed estimation. Because the practice had become established among local fish traders and was socially recognized, it was analyzed as *ʿurf ṣaḥīḥ*. The comparison illustrates that commercial customs may be considered in Islamic jurisprudence when they are widely recognized, understood by the parties, and do not contradict fundamental principles of Islamic commercial law.

The practice in Jumo, however, has a distinctive feature because it involves an explicit adjustment to the weight recorded on the scale. Consequently, the principle of *tarāḍin* becomes particularly significant. If farmers understand that a particular deduction will be applied and continue the transaction without objection, their conduct may indicate tacit consent (*riḍā*). Conversely, if the deduction is imposed without the farmer's knowledge or despite explicit objection, its classification as a valid *ʿurf* becomes problematic. Thus, customary recognition cannot by itself override the requirement of mutual consent in a sale transaction. Accordingly, the weight-reduction practice in chili pepper transactions in Jumo District can be categorized as *ʿurf tijārī* insofar as it has become an established, recognized, and socially accepted commercial practice. Its permissibility under *fiqh muʿāmalah*, however, depends on additional conditions: the deduction must be transparent, based on a reasonable consideration of commodity quality and potential loss, free from deception, and accepted by the parties. The decisive issue is therefore not the existence of the deduction itself, but the manner in which the deduction is established, communicated, and accepted within the transaction. This distinction allows the practice to be assessed not merely as a local custom, but as a commercial custom whose validity is conditioned by the principles of justice, transparency, and *tarāḍin*.

2. Fiqh Muʿāmalah Assessment of Weight-Reduction Practices in Chili Pepper Sale Transactions among Communities in Temanggung

Based on interviews with chili pepper farmers Rumadi, Ramiah, Rafa, Sutrimo, Rofik, Tri, Sukirman, Waluyo, Sigit, Supandi, Ahmad Soleh, Sumaryo, Abdul, Apid, and Kiman it was found that weight reduction in chili pepper sale transactions is conducted transparently and is generally known by both parties. Most informants stated that they were aware of the deduction and accepted it as part of the transactional mechanism that has long been practiced within the local community. Some farmers explicitly stated that they accepted the deduction willingly because they regarded it as an established customary practice. However, several farmers also expressed reservations but continued to follow the practice because they considered the deduction an unavoidable consequence of chili pepper transactions (Sumaryo, 2024).

These interview findings were corroborated through field observation. The researcher observed that farmers delivered their chili peppers to collectors and accepted payment based on the weight after the deduction had been applied. No explicit rejection of the mechanism was observed during the transactions. This indicates a practical acceptance of the mechanism among most farmers. Nevertheless, such acceptance needs to be distinguished between genuine consent and acceptance arising from customary practice or limited alternatives. This distinction is important because the validity of a transaction in *fiqh muʿāmalah* is not determined solely by the fulfillment of its formal pillars and conditions but also by the existence of genuine consent between the parties.

In general, a sale is considered valid under Islamic law when its pillars and conditions are fulfilled (Puspitasari & Itman, 2022, p. 4). In chili pepper transactions in Jumo District, the essential elements of sale are present: a seller and a buyer, the commodity being sold, a means of payment, and an agreement manifested through the delivery of the commodity and payment. From the perspective of the object of the transaction, chili peppers constitute a lawful and beneficial commodity that can be delivered and legally transferred through sale. The principal jurisprudential issue concerns the clarity of the object and the quantity of goods forming the basis of payment. In Islamic commercial jurisprudence, the subject matter of a sale should be sufficiently known, including its type, characteristics, quantity, measurement, and price, in order to prevent *jahālah* (uncertainty) and *gharar*. In the chili pepper transactions observed in Jumo, the weight displayed on the digital scale does not always correspond to the weight used to determine payment because a specific deduction is applied. Accordingly, the deduction mechanism must be known and understood by both parties so that uncertainty does not arise regarding the actual quantity being traded and the corresponding amount of payment.

This issue must also be examined in light of the prohibition against fraudulent manipulation of weights and measures, as explicitly stated in Q. 83:1–6 (Sūrat al-Muṭaffifīn). The Qur'an condemns those who demand full measure when receiving goods from others but reduce the measure when measuring or weighing for others. This verse establishes fairness in weights and measures as a fundamental element of Islamic commercial ethics. Therefore, a concealed reduction that diminishes one party's entitlement clearly conflicts with the principle of justice in *muʿāmalah*. However, the practice observed in Jumo should be distinguished from the prohibited practice of *taṭfīf*. Field interviews indicate that the deduction is conducted openly and is known to most farmers. The stated reasons are also related to the objective condition of the commodity, including spoiled, unripe, or damaged chili peppers, leaves, stems, impurities, and potential weight loss. Thus, the deduction is not necessarily intended to diminish farmers' rights but is understood as a mechanism for adjusting the weight to the actual quality and condition of the chili peppers being traded. Accordingly, the jurisprudential assessment cannot be based solely on the existence of a weight deduction but must also consider its purpose, mechanism, transparency, and acceptance by the parties.

The principle of fairness is further reinforced by Q. 4:29 (Sūrat al-Nisāʾ), which prohibits consuming one another's wealth through unlawful means except through trade conducted by mutual consent (*tarāḍin*). This principle is particularly relevant to weight-reduction practices because a sale involves the transfer of ownership and must therefore be based on the consent of both parties. The Prophet Muhammad ﷺ likewise emphasized this principle through the ḥadīth: *"Innamā al-bayʿu ʿan tarāḍin"*, meaning that a sale is conducted on the basis of mutual consent (Shobirin, 2016, p. 249). The findings indicate that the element of *tarāḍin* in chili pepper transactions in Jumo varies among farmers. Some explicitly stated that they willingly accepted the deduction. For them, the deduction constitutes a practice known before or during the transaction. In such circumstances, acceptance may be understood as consent, either explicitly or through conduct (*muʿāṭāh*). When a farmer delivers the chili peppers, understands the deduction mechanism, and accepts payment based on the adjusted weight without objection, such conduct may indicate agreement with the transactional mechanism. Nevertheless, several informants expressed reservations about the deduction but continued to accept it because it had become customary and was regarded as an unavoidable consequence of the transaction. This situation reveals an important distinction between consent and acquiescence. A person who consciously agrees to a deduction is in a different position from someone who does not genuinely accept it but nevertheless follows the practice because of customary pressure, dependence on collectors, or the absence of practical alternatives. From the perspective of *fiqh muʿāmalah*, this distinction is significant because *tarāḍin* should not be reduced merely to the absence of an explicit objection.

The weight-reduction practice in Jumo can also be analyzed through the concept of *ʿurf*. The practice has been repeatedly performed, is known by farmers and collectors, and is socially accepted as part of the local trading mechanism. These characteristics allow the practice to be classified as ʿurf tijārī, namely a customary practice that has developed within commercial transactions. *ʿUrf* occupies an important position in Islamic jurisprudence because established customs may serve as a legal consideration provided that they do not contradict Sharīʿah principles. Al-Suyūṭī indicates that prevailing custom may be taken into account in certain *muʿāmalah* matters, particularly where no specific Sharīʿah rule determines the form or measurement of a transaction (al-Suyūṭī, 2012, pp. 90–91).Nevertheless, the application of the maxim *al-ʿādah muḥakkamah* does not mean that every customary practice automatically acquires Sharīʿah legitimacy. A custom may be legally considered only when it does not conflict with Sharīʿah principles, does not involve deception or injustice, and does not deprive either party of their legitimate rights. Therefore, the fact that weight reduction has become customary in Jumo is relevant to the legal analysis but does not, by itself, establish the validity of every form of deduction.

Accordingly, the weight-reduction practice in chili pepper sales in Jumo District may be categorized as ʿurf tijārī because it has been repeatedly practiced, recognized, and socially accepted within the local trading community. From the perspective of *fiqh muʿāmalah*, the practice may be permissible when it is transparent, supported by reasonable grounds relating to the condition of the commodity, and known and accepted by the contracting parties. Deductions intended to account for spoiled, unripe, or damaged chili peppers, impurities, leaves, stems, and potential weight loss have a rational basis within agricultural commodity trading. Nevertheless, *ʿurf* cannot replace the principle of *tarāḍin*. A customary practice cannot justify a deduction when the party whose entitlement is reduced is unaware of the deduction or does not genuinely consent to it. In other words, the jurisprudential legitimacy of weight reduction is determined not merely by the existence of a custom but also by transparency and mutual consent. Where the deduction is known, understood, and accepted by the farmer, the practice is closer to *ʿurf ṣaḥīḥ* and may be accommodated within *fiqh muʿāmalah*. Conversely, where the deduction is imposed without the seller's knowledge or against the seller's genuine consent, its jurisprudential legitimacy becomes problematic because it may conflict with the principles of *tarāḍin* and the prohibition against unlawfully consuming another person's property.

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Conclusion

This study concludes that the weight-reduction practice in chili pepper sale transactions in Jumo District, Temanggung Regency, has developed into an established commercial custom (*ʿurf tijārī*) and is generally implemented transparently. The deductions commonly applied—approximately 0.5 kg for 1–30 kg, 1 kg for 30–50 kg, 1.2 kg for 60–80 kg, and approximately 2 kg for 100 kg—are primarily intended to account for variations in chili pepper quality, impurities, damaged or unripe produce, and potential weight loss. From the perspective of *fiqh muʿāmalah*, such deductions may be accommodated as a valid customary practice (*ʿurf ṣaḥīḥ*) when they are transparent, based on reasonable considerations, and known and accepted by both parties. However, the legitimacy of *ʿurf* does not eliminate the requirement of mutual consent (*tarāḍin*). The findings indicate that most farmers accept the deductions because they are familiar with the practice, while a small number express reservations but continue to follow it because it has become customary. Therefore, the practice cannot be regarded as fully compliant with the principles of *fiqh muʿāmalah* in cases where the deduction is not genuinely accepted by one of the contracting parties. The key legal consideration is thus not the existence of the deduction itself, but whether it is transparent, reasonable, known, and genuinely consented to by the parties. For practical implications, chili pepper farmers and collectors in Jumo District should strengthen their understanding of Islamic commercial jurisprudence, particularly the principles of *tarāḍin*, fairness, transparency, and the proper application of *ʿurf* in commercial transactions. Clear communication concerning the amount and rationale of each deduction is recommended to prevent disputes and protect the rights of both parties. Future research may further examine similar weight-reduction practices in other agricultural commodities or regions and employ comparative approaches to explore how *ʿurf*, mutual consent, and commercial fairness interact in contemporary Islamic transactions.

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