

Implementation of the Rule of Al-'Ādatu Muḥakkamah in the Practice of Buying and Selling Transactions in MSMEs in Arjosari Village, Arjosari District, Pacitan Regency

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ABSTRACT

Micro, Small, and Medium Enterprises (MSMEs) play an important role in community economic activities, particularly through everyday buying and selling transactions. MSME transactions are not always based on written agreements but are also influenced by customary practices, trust, and verbal agreements between sellers and buyers. In Islamic law, customs that meet Sharia requirements may be considered in legal reasoning through the maxim al-'ādatu muḥakkamah. This study aims to analyze customary buying and selling practices among MSMEs in Arjosari Village, Arjosari District, Pacitan Regency, and assess their implementation from the perspective of Islamic economic law. The research is designed as qualitative empirical legal research. Primary data will be collected through interviews, observation, and documentation, while secondary data will be obtained from Islamic jurisprudence, Islamic economic law literature, legislation, and relevant scholarly publications. The analysis employs the concepts of valid custom ('urf ṣaḥīḥ) and invalid custom ('urf fāsid), together with the principles of mutual consent, honesty, fairness, contractual clarity, and consumer protection. Normatively, custom may help interpret agreements, establish mutually understood transaction standards, and support dispute resolution. However, custom cannot justify fraud, concealment of defective goods, harmful contractual uncertainty, or practices that contradict Sharia principles. Identifying the customs actually practiced by MSMEs in Arjosari Village requires verification through field research. This study is expected to contribute to the development of Islamic legal maxims in commercial transactions and promote fairer, more transparent, and Sharia-compliant MSME practices.

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1. INTRODUCTION

Economic activity is an inseparable part of community life. Every individual requires goods and services to meet their daily needs, while business actors engage in economic activities to generate income and maintain the sustainability of their businesses. One of the economic activities most closely associated with everyday life is buying and selling. Such transactions do not take place exclusively within large companies but also constitute the primary activities of Micro, Small, and Medium Enterprises (UMKM), which serve the needs of communities in their surrounding areas.

UMKM play an important role in the economy because their business activities are directly connected to production, distribution, and consumption. In rural communities, UMKM may operate in the trade of essential goods, food, agricultural products, household products, services, and various other business sectors. Their relatively close relationships with consumers mean that interactions between sellers and buyers are often established through repeated transactions, mutual trust, and customs that develop within the social environment.

In practice, buying and selling transactions are not always documented in detailed written contracts. Agreements may be concluded orally, through direct communication, or on the basis of customs that are already familiar to the parties. These customs may relate to price determination, bargaining processes, discounts, deferred payments, delivery of goods, quality inspection, and the resolution of consumer complaints. Customs that are mutually understood can help expedite transactions and reduce the need to explain matters that are already commonly known.

Nevertheless, customs may also give rise to legal issues when sellers and buyers do not share the same understanding. For example, as a conceptual illustration, customary deferred-payment practices may lead to different interpretations regarding the deadline for payment. Similarly, customs concerning product quality may cause disputes when sellers and buyers apply different standards. Therefore, customs in transactions should not be assessed solely on the basis of their frequency or the length of time they have been practiced. They must also be examined in terms of the clarity of agreements, fairness, and compliance with applicable law.

In Islamic law, community customs are recognized through the concepts of *'urf* and *'ādah* (custom). One of the legal maxims associated with the recognition of custom is *al-'ādatu muḥakkamah*, which generally means that custom or established practice may serve as a legal consideration. This maxim indicates that Islamic law allows social realities to be taken into account when addressing issues of *mu'āmalāt* (social and economic transactions) that develop within society. However, this recognition is not unlimited, as the acceptance of custom remains subject to the provisions of Sharia and the fundamental principles of Islamic law (Djazuli, 2006; Syarifuddin, 2008).

An important legal basis for assessing buying and selling transactions is found in Qur'an, Surah al-Nisā' [4]:29. This verse prohibits believers from consuming one another's wealth through wrongful means and provides an exception for trade conducted on the basis of mutual consent between the parties. It demonstrates that economic activities should not be oriented solely toward profit but must also consider the means by which such profit is obtained. The required mutual consent should be supported by adequate information, the absence of fraud, and respect for the rights of both sellers and buyers.

Furthermore, Qur'an, Surah al-Baqarah [2]:275, emphasizes the distinction between sale and purchase and *ribā* (usury or prohibited interest). This foundation serves as a reminder that economic customs developing within society must continue to be evaluated according to Sharia principles. A practice considered customary within a particular community cannot automatically be accepted if it contradicts the provisions of Islamic law.

The maxim *al-'ādatu muḥakkamah* is relevant because not every detail of a transaction can be explicitly stipulated in every contract. Under certain circumstances, customs familiar to the parties may help clarify the meaning of an agreement, quality standards, delivery procedures, or trading mechanisms. However, custom must not be used to unilaterally alter an agreement, deprive consumers of their rights, or justify practices that contradict Sharia. Accordingly, the application of this maxim

must take into account the relationship between custom, the agreement of the parties, and the principles of Islamic economic law (Muslich, 2010).

Arjosari Village, Arjosari Subdistrict, Pacitan Regency, is a relevant research setting for examining how buying and selling customs are practiced by UMKM and how these customs may be assessed through the maxim *al-'ādatu muḥakkamah*. This study does not assume that all UMKM in Arjosari Village follow the same customs. Differences in business sectors, product characteristics, relationships between sellers and buyers, and payment mechanisms may result in different practices; therefore, these practices need to be examined through empirical data.

Studies of custom and *'urf* in Islamic law have provided a theoretical foundation for assessing the relationship between social customs and the application of law. Djazuli (2006) positions Islamic legal maxims as instruments for understanding practical legal issues, while Syarifuddin (2008) explains the position of *'urf* in the study of *uṣūl al-fiqh* (Islamic legal theory). Basyir (2000) also provides a foundation for understanding the principles of *mu'āmalāt*, particularly the legal relationships arising from transactions between individuals.

Building on this theoretical foundation, this study focuses on the customs governing buying and selling transactions among UMKM in Arjosari Village. The study's novelty lies in its empirical examination of local customs, the parties' understanding of those customs, and their assessment in light of the principles of Islamic economic law. This novelty must be established through field data rather than merely through a difference in research location.

This study aims to identify the customs governing buying and selling transactions among UMKM in Arjosari Village, analyze the implementation of the maxim *al-'ādatu muḥakkamah*, and assess the conformity of these customs with the principles of Islamic economic law. It also seeks to formulate practical recommendations that can support contractual clarity, transactional fairness, and the protection of the rights of all parties.

Theoretically, this study is expected to enrich research on *Qawā'id Fiqhiyyah fi al-Mu'āmalah* (Islamic Legal Maxims in Transactions), particularly regarding the relationship between custom, *'urf*, and contemporary buying and selling practices. Practically, the findings are expected to provide guidance for UMKM operators in establishing transparent transactions that comply with Sharia principles. For academics, this study may serve as a resource for developing teaching materials for the courses *Qawā'id Fiqhiyyah fi al-Mu'āmalah* and Islamic Economic Law.

2. METHODS

This study employs a qualitative approach using empirical legal research. The qualitative approach is used to understand transaction practices, business actors' experiences, and how sellers and buyers interpret prevailing customary practices. Empirical legal research is used to examine the relationship between legal norms and their implementation in community life (Soekanto, 2012).

The research was conducted in Arjosari Village, Arjosari District, Pacitan Regency, Indonesia. Research informants were selected purposively based on their involvement in buying and selling activities. The informants may include owners or managers of micro, small, and medium-sized enterprises (UMKM), consumers, and other parties who possess relevant information regarding local trading practices. The number of informants is determined according to the research needs and the adequacy of the information obtained.

Primary data were planned to be collected through semi-structured interviews, transaction observations, and documentation. Interviews were used to gather information about price determination, bargaining, deferred payments, discounts, delivery of goods, and complaint resolution. Observations were conducted to examine ongoing transaction practices, while documentation was used to review transaction evidence or business records voluntarily provided by the informants.

Secondary data were obtained from Islamic jurisprudence texts, books on Islamic legal theory (*uṣūl al-fiqh*), Islamic economic law literature, statutory regulations, and relevant scholarly articles. Data analysis was conducted through information categorization, data presentation, and conclusion

drawing. Transaction data were classified by theme and then compared with the concepts of *'urf ṣaḥīḥ* (valid customary practices), *'urf fāsid* (invalid customary practices), and the principles of Islamic economic law. Qualitative analysis must be conducted systematically to ensure that conclusions are not based solely on the opinions of a single informant (Moleong, 2017; Sugiyono, 2019).

Data credibility was strengthened through source and methodological triangulation by comparing statements from business actors with those from consumers, as well as with observations and documentation. The study also took into account informants' consent and the confidentiality of business information. Since interview and observation data have not been provided in this manuscript, the results and discussion presented below constitute a conceptual analysis that must be further developed using actual field findings.

3. FINDINGS AND DISCUSSION

The Position of the Legal Maxim *Al-'Ādatu Muḥakkamah* in Islamic Commercial Jurisprudence

The legal maxim *Al-'Ādatu Muḥakkamah* is one of the fundamental maxims of Islamic jurisprudence that allows societal customs to be taken into consideration when addressing legal issues. This maxim may be applied when a custom is relevant to a transaction and there is no legal provision prohibiting its application. In the context of Islamic commercial jurisprudence (*fiqh al-mu'āmalāt*), customs can help clarify the intentions underlying an agreement, establish mutually understood standards, and reduce ambiguity in the execution of transactions (Djazuli, 2006).

Customs are closely related to the concept of *'urf* in Islamic legal theory (*uṣūl al-fiqh*). In general, *'urf* refers to practices or conventions recognized and accepted by a community, whether expressed through words or actions. Customs may develop through repeated practices that gain social acceptance; however, social acceptance does not automatically render them legally valid. The recognition of a particular *'urf* still requires an examination of its substance and legal implications (Syarifuddin, 2008).

In buying and selling transactions, customs may serve as a basis for understanding technical matters that are not always explained in detail. For example, customary units of sale, packaging methods, or delivery and collection times may help clarify the parties' intentions when these practices are mutually understood. However, if a custom is known only to the seller and is unfamiliar to the buyer, it should not be used to impose obligations that were never agreed upon.

This maxim should also be understood in conjunction with the fundamental principle of Islamic commercial jurisprudence that transactions are generally permissible unless there is evidence or an element that prohibits them. Such permissibility does not mean that all forms of transactions can be accepted without scrutiny. Practices involving fraud, usury (*ribā*), or violations of the rights of other parties must still be assessed according to the principles of Islamic law (Muslich, 2010; Mardani, 2012).

Therefore, the maxim *Al-'Ādatu Muḥakkamah* functions as an analytical instrument for examining the relationship between societal customs and the implementation of legal rules. In research on micro, small, and medium-sized enterprises (UMKM), this maxim is not merely used to explain that customs may be recognized, but also to establish the boundaries within which customs may legitimately be considered in legal analysis.

The Distinction between *'Urf Ṣaḥīḥ* and *'Urf Fāsid* in Buying and Selling Transactions

The distinction between *'urf ṣaḥīḥ* and *'urf fāsid* is an essential element in implementing the maxim *Al-'Ādatu Muḥakkamah*. *'Urf ṣaḥīḥ* refers to customs that do not conflict with Islamic legal principles or infringe upon the rights of other parties. Conversely, *'urf fāsid* refers to customs that contradict Islamic legal provisions or are used to justify prohibited practices (Djazuli, 2006; Syarifuddin, 2008).

In commercial activities, customs that promote price transparency, disclosure of product conditions, and clarity in payment arrangements may be considered positive when they genuinely exist and are understood by the parties involved. Such customs can help ensure orderly transactions and reduce the risk of disputes.

Conversely, a custom cannot be justified when it serves as a means of concealing defects, unilaterally changing prices after a contract has been concluded, or disregarding previously agreed obligations. The length of time a practice has been observed is not, by itself, sufficient to establish its conformity with Islamic law.

The assessment of *'urf* must also take the relevant context into account. A custom that applies within one trading community may not necessarily apply to another. Therefore, research on UMKM in Arjosari Village must identify the scope of the customs concerned, the parties familiar with them, and the consistency with which they are practiced. Researchers should avoid generalizing that all UMKM operators follow identical transaction patterns.

Within the framework of this study, *'urf ṣaḥīḥ* and *'urf fāsid* are used as analytical categories. Each custom identified through interviews and observations will be assessed according to its conformity with Islamic law rather than through unilateral judgments about community practices.

Types of Transactional Customs to Be Identified among MSMEs in Arjosari Village

Transactional customs constitute the primary focus of the field research. To obtain a systematic overview, these customs can be classified into several categories.

a. Customs in Price Determination

Price is one of the essential elements of a sale and purchase transaction. In commercial practice, prices may be determined based on purchase costs, market conditions, product quality, or negotiations between sellers and buyers. This study needs to examine how prices are established and communicated before an agreement is reached.

From the perspective of Islamic economic law, price determination must take transparency and mutual consent into account. In principle, sellers may offer prices based on their business considerations, while buyers have the right to accept or reject those offers. Problems arise when misleading information, weight manipulation, or unilateral changes to agreed prices occur after an agreement has been reached.

If the research identifies a customary bargaining practice understood by both sellers and buyers, that practice may be analyzed as a mechanism for establishing contractual agreement. However, the final assessment must consider whether the bargaining process is conducted honestly and without coercion.

b. Customs Regarding Cash and Deferred Payments

Cash and deferred payments are two transaction patterns that need to be distinguished in this study. Deferred payment may form part of an agreement, provided that the obligations of the parties are adequately specified. Matters requiring investigation include the amount payable, the repayment deadline, the recording of debts, and the procedures followed when payment is delayed.

Deferred-payment customs may support the continuity of trade, particularly when relationships between sellers and buyers involve repeated transactions. Nevertheless, social trust should not replace clarity regarding contractual obligations. Simple records or written confirmations can help prevent disagreements concerning the amount owed and the payment deadline.

In Islamic economic law, deferred-payment practices must be examined in terms of the clarity of the agreement and the absence of prohibited elements. The research should distinguish between payment flexibility agreed upon by the parties and unilateral changes to obligations that may disadvantage either party.

c. Customs Regarding Discounts and Bonuses

Discounts and bonuses may form part of a business's commercial strategy. These practices are acceptable when the conditions governing them are communicated honestly and understood by buyers. For example, a seller may offer a discount for purchases exceeding a specified quantity, provided that the conditions are explained before the transaction takes place.

Problems may arise when discounts are used to mislead consumers or are accompanied by hidden conditions. Therefore, the research needs to examine whether buyers understand the price and transaction conditions before giving their consent.

From the perspective of *Al-'Ādatu Muḥakkamah*, customary discount practices may be considered when they are widely recognized within the relevant commercial context and do not conflict with Islamic law. However, such customs cannot be used to justify depriving buyers of their right to accurate information.

d. Customs Regarding the Delivery of Goods and Quality Inspection

The delivery of goods is an essential component of the implementation of a sale and purchase agreement. The research needs to examine how goods are delivered, when buyers inspect them, and how discrepancies in quality are addressed. For certain types of goods, quality standards may be understood through established commercial customs, but those standards must remain sufficiently clear to all parties.

Customs that encourage product inspection and transparent disclosure of product conditions can help reduce disputes. Conversely, practices involving the concealment of defects or the rejection of justified complaints must be analyzed in light of the principles of honesty and the protection of buyers' rights.

e. Customs Regarding the Resolution of Complaints and Disputes

Disputes may arise from discrepancies in goods, differing understandings of payment arrangements, or unclear contractual terms. The research needs to investigate how sellers and buyers resolve such issues, including through deliberation, replacement of goods, refunds, or other forms of settlement.

Deliberation and mutual consultation (*musyawarah*) may provide a mechanism consistent with the principle of resolving problems peacefully. However, an amicable settlement must be reached voluntarily. Customs must not be used to compel buyers to accept losses or relinquish their rights without a clear basis. These five categories provide a framework for data collection. Findings concerning which categories actually apply in Arjosari Village must be established after interviews, observations, and documentation have been conducted.

The Implementation of *Al-'Ādatu Muḥakkamah* in Oral Agreements

Oral agreements are frequently used in face-to-face transactions. In recurring commercial relationships, sellers and buyers may already share an understanding of ordering procedures, delivery schedules, or payment mechanisms. Such customs can facilitate transactions, but they must still be assessed in terms of clarity and mutual agreement.

From the perspective of Islamic commercial jurisprudence, the validity of a transaction is not determined solely by the existence or absence of written documentation. The essential consideration is whether the elements and requirements of the contract have been fulfilled in accordance with the type of transaction involved. Nevertheless, written records can help establish the contents of an agreement when a dispute arises (Basyir, 2000; Muslich, 2010).

The maxim *Al-'Ādatu Muḥakkamah* can help interpret the meaning of an oral agreement when the custom in question is genuinely known to the parties. For example, packaging standards consistently used in a particular type of transaction may serve as an indication of what the parties intended in their agreement. However, a custom cannot replace consent regarding essential elements that have never been discussed.

The application of this maxim requires an examination of three matters. First, whether the custom genuinely exists within the commercial relationship under investigation. Second, whether the seller and buyer understand the custom in the same way. Third, whether its application complies with Islamic legal provisions and does not cause unreasonable harm.

If differences in understanding arise, researchers should not immediately conclude that a custom asserted by the seller is binding on the buyer. Statements from both parties must be examined and compared with available transaction records. Accordingly, the legal maxim concerning custom functions as a means of interpreting agreements rather than eliminating the need to establish the contents and implementation of a contract.

Analysis of Deferred Payments under Islamic Economic Law

Deferred payment is a relevant subject for analyzing buying and selling transactions. In commercial practice, sellers may allow buyers to pay after receiving goods or at a mutually agreed time. Such practices can help buyers meet their needs and enable business operators to maintain commercial relationships. Nevertheless, deferred-payment arrangements require clarity regarding the amount owed, the repayment deadline, and other agreed conditions. Ambiguity concerning these matters may lead to disputes, particularly when transactions are repeated without adequate documentation.

The maxim *Al-'Ādatu Muḥakkamah* can be applied to understand payment mechanisms that are familiar to the parties. However, such customs must not be used to alter obligations unilaterally. If sellers and buyers agree that payment will be made at a specified time, neither party should change that agreement without the consent of the other.

In Islamic jurisprudential analysis, researchers must distinguish between the selling price agreed upon in the contract and issues arising from delayed payment after an obligation becomes due. Any assessment of additional charges, penalties, or changes to obligations must be conducted separately, taking into account the specific type of transaction and the relevant Islamic legal provisions. Local customs alone are insufficient to justify every form of additional payment.

Therefore, if deferred-payment practices are identified among UMKM in Arjosari Village, the analysis must examine the terms of the agreement, the parties' understanding, and the fulfillment of their obligations. The findings can then be used to assess whether these customs promote transactional certainty or instead create a risk of disputes.

Analysis of Price Determination, Discounts, and Bonuses

Price determination is a fundamental aspect of buying and selling transactions. Within the framework of Islamic economic law, the price must form part of an agreement understood by both the seller and the buyer. Customs involving bargaining, discounts, and bonuses may help establish commercial practices, but they do not eliminate the obligation to communicate information honestly.

Discounts may be offered for bulk purchases, promotional purposes, or other business considerations. Bonuses may be provided as promotional incentives or rewards for customers. Such practices are generally acceptable as long as they do not involve deception or violate an existing agreement.

In the context of the maxim *Al-'Ādatu Muḥakkamah*, customary price-setting practices can help clarify commercial standards recognized by the parties. However, these customs must be evaluated in terms of transparency and fairness. If prices or discount conditions are communicated inaccurately, the relevant custom cannot be used to justify a misleading transaction.

Field research needs to investigate how business operators communicate prices, whether different prices apply to cash and deferred payments, how discounts are granted, and whether consumers understand the applicable conditions. This information is necessary to ensure that the analysis goes beyond normative explanations and accurately reflects actual transactional practices.

Consumer Protection and the Prohibition of Harmful Practices

Consumer protection is an essential consideration in evaluating buying and selling practices. The relationship between sellers and buyers involves more than agreement on price; it also concerns the right to accurate information, goods that conform to the agreed specifications, and appropriate remedies when problems arise.

Law of the Republic of Indonesia No. 8 of 1999 concerning Consumer Protection provides a legal framework governing consumer rights and business operators' obligations. In this study, the legislation can serve as a source of positive law complementing the analysis of Islamic commercial jurisprudence, particularly in assessing information transparency and business operators' responsibilities.

The maxim *Al-'Ādatu Muḥakkamah* cannot be used to justify customs that undermine consumer rights. If a practice has been followed for a long time but conflicts with legal obligations or Islamic principles, it must be critically assessed. Recognition of custom does not mean that customs always take precedence over applicable legal provisions.

In research on UMKM in Arjosari Village, consumer protection can be examined through several questions: Is product information communicated honestly? Are prices and transaction conditions clearly explained? Is there a mechanism for handling goods that do not conform to the agreement? How are disputes resolved? Answers to these questions must be obtained from informants and field observations rather than assumed in advance.

Analysis of the Compatibility of Customs with the Principles of Islamic Economic Law

The compatibility of customs with Islamic economic law can be assessed through several fundamental principles.

a. The Principle of Mutual Consent (*Tarāḍin*)

Qur'an, Surah al-Nisā' [4]:29, emphasizes the importance of mutual consent in commercial transactions. Such consent must be supported by an adequate understanding of the goods, prices, and obligations agreed upon. Customs cannot be used to justify coercion or the concealment of essential information.

b. The Principles of Honesty and Transparency

Honesty requires sellers to communicate the condition of goods and transaction-related information accurately. Customs that promote transparency can help build trust. Conversely, customs used to conceal defects or mislead consumers cannot be accepted as *'urf ṣaḥīḥ*.

c. The Principle of Justice

Justice requires the rights and obligations of the parties to be fulfilled fairly and reasonably. Customs that benefit one party by depriving another of their rights must be examined carefully. The assessment should not be based solely on economic benefits but must also consider the process and consequences of the transaction.

d. The Principle of Contractual Clarity

Contractual clarity helps prevent differences in understanding. Customs may be used to clarify technical aspects that are mutually understood, but they must not become a justification for leaving essential elements of a transaction ambiguous.

e. The Principle of Public Benefit (*Maṣlaḥah*)

Public benefit may be considered when evaluating the advantages and risks of a particular custom. Customs that facilitate transactions, maintain trust, and reduce disputes may have positive value, provided that they do not conflict with Islamic law. However, claims of public benefit must be supported by a proportionate assessment and must not disregard the rights of disadvantaged parties.

These five principles can be used as a framework for evaluating each custom identified in the field. The analysis should explain the evidence supporting each assessment rather than merely labeling a practice as either compliant or non-compliant with Islamic law.

Implications for the Development of Sharia-Based UMKM

The implementation of the maxim *Al-'Ādatu Muḥakkamah* can contribute to the development of UMKM buying and selling practices that comply with Islamic principles. Beneficial customs can be maintained because they facilitate transactions, while customs that may cause disputes need to be improved through communication and clearer agreements.

If the research identifies oral transactions that risk creating differences in understanding, UMKM operators may be advised to use simple written records. These records may include the type of goods, quantity, price, payment deadline, and other relevant conditions. This measure is not intended to eliminate local customs but rather to strengthen the certainty of agreements.

If problems concern product quality, recommendations may focus on transparent information and product inspection before the transaction is finalized. If the issues concern deferred payments, business operators may clarify repayment deadlines and record-keeping procedures. If disputes frequently arise from differences in understanding, more systematic communication may form part of preventive efforts.

The final recommendations must be determined on the basis of actual research findings. Researchers should avoid assuming that all MSMEs require identical solutions. In this way, the study can provide benefits that are appropriate to the business conditions and needs of the local community.

Table 1. Implementation of the Legal Maxim Al-'Ādatu Muḥakkamah in Buying and Selling Transactions among UMKM in Arjosari Village

No.	Transaction Aspect	Buying and Selling Practices among MSMEs	Analysis of the Legal Maxim Al-'Ādatu Muḥakkamah	Sharia Economic Law Perspective
1	Sales contract ('Aqd)	Agreements are made directly between sellers and buyers through verbal statements or actions indicating mutual consent.	Established customs may be considered a form of agreement as long as they demonstrate the consent of the parties involved.	Acceptable provided that the contract fulfills the requirements of a valid transaction and does not contradict Islamic law.
2	Price determination	Prices are determined based on market prices, production costs, and local trading customs.	Market customs may be taken into consideration when determining reasonable prices.	Permissible provided that the transaction does not involve fraud, manipulation, or practices that harm other parties.
3	Payment	Payments are made in cash or through other agreed-upon payment methods.	Established payment customs may be considered when determining the mechanisms of a transaction.	Permissible when the amount, method, and terms of payment are clearly understood and mutually agreed upon.
4	Delivery of goods	Goods are delivered after payment or according to the agreement between the seller and the buyer.	Established delivery customs may serve as a reference provided that they do not create uncertainty.	The transaction must ensure clarity regarding the object of sale, the ability to deliver the goods, and the terms of the contract.
5	Debts and deferred payments	Some transactions involve deferred payments based on mutual trust.	Established credit practices may be considered when the payment terms are clearly defined.	The payment period, amount owed, and repayment obligations should be agreed

				upon to prevent disputes.
6	Complaints and product returns	Complaints concerning defective goods or discrepancies are handled according to mutual agreements and prevailing customs.	Established customs may guide dispute resolution provided that they do not deprive the affected party of their rights.	Transactions must uphold honesty, fairness, transparency, and the protection of buyers' rights.
7	Trust and social relationships	Relationships between sellers and customers may be based on trust and repeated transactions.	Good social customs may be considered in determining appropriate transactional practices.	Such practices are consistent with the principle of public interest (maṣlaḥah) provided that they do not contradict Islamic law.

4. CONCLUSION

The legal maxim *Al-‘Ādatu Muḥakkamah* provides room for customary practices within society to be considered in understanding and evaluating buying and selling transactions. In MSME activities, such customs may relate to price determination, bargaining, deferred payments, discounts, the delivery of goods, quality inspections, and the resolution of complaints. These customs can help clarify transactions when they are genuinely established, understood by the parties involved, and do not contradict the provisions of Islamic law.

The application of this legal maxim must take into account the distinction between ‘urf ṣaḥīḥ (valid custom) and ‘urf fāsid (invalid custom). Customs that promote clarity of agreement, mutual consent, honesty, and fairness may be considered ‘urf ṣaḥīḥ. Conversely, customs used to justify fraud, conceal product defects, unilaterally alter contractual obligations, or deprive other parties of their rights cannot be accepted merely because they have been practiced for a long time. From the perspective of Sharia Economic Law, the recognition of customary practices must go hand in hand with the protection of the rights of both sellers and buyers. Customs may help address practical needs in transactions, but they cannot replace clarity regarding the essential elements of a contract or override the provisions of Islamic law and applicable legislation.

In the context of UMKM in Arjosari Village, Arjosari District, Pacitan Regency, conclusions regarding the types of customs actually practiced and their level of compliance with Sharia Economic Law must be based on verified findings from interviews, observations, and documentation. Therefore, this research is expected to enrich the study of Islamic commercial legal maxims and provide recommendations for promoting UMKM transactions that are more transparent, fair, and consistent with Sharia principles.

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