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Contract Structure and Risk Allocation in Supplier–Minimarket Transactions: An Islamic Commercial Law Perspective

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Abstract

Transactions between suppliers and minimarkets require clear contractual structures and risk allocation to ensure that the rights, obligations, and responsibilities of the parties are determined fairly in accordance with the principles of Islamic commercial jurisprudence (*fiqh muamalah*). Ambiguity in contractual arrangements may lead to differing interpretations regarding payment mechanisms, ownership rights, profit generation, and liability for losses arising during the transaction process. This article aims to analyze the contractual structure and risk allocation in supplier–minimarket transactions from the perspective of *fiqh muamalah*. The study employs a qualitative method with a case study design and a normative approach. Data were collected from transaction documents and documented interviews concerning procurement procedures, payment systems, profit arrangements, and responsibility for goods. The findings indicate that the transactions are conducted through a deferred-payment system based on invoice arrangements, while the treatment of unsold, expired, and damaged goods reflects varying patterns of risk allocation between suppliers and minimarkets. The analysis does not support classifying all legal relationships between the parties as *shirkah al-wujuh*; instead, the transactions predominantly exhibit the characteristics of deferred sales with specific return provisions. These findings highlight the importance of contractual clarity and well-defined risk allocation in ensuring legal certainty and compliance with the principles of *fiqh muamalah*.

INTRODUCTION

Procurement activities are one of the important factors determining the sustainability of retail businesses, including business units managed by Islamic boarding school-based educational institutions. The relationship between suppliers

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and retail managers is not only related to the availability of goods but also encompasses ownership rights, payment mechanisms, sources of profit, and responsibility for risks arising during the transaction process.

From the perspective of *Islamic Commercial Law*, clarity of the contract is a fundamental aspect because each contract gives rise to different legal consequences concerning the rights and obligations of the parties. Przysucha (2022) explains that Islamic business law does not merely emphasize economic exchange but also considers the structure of legal relationships, ownership, and forms of cooperation underlying business activities. Therefore, identifying the contract in the relationship between suppliers and minimarkets cannot be based solely on the practices of delivering goods or making payments but must be analyzed through the entire transaction mechanism involved.

The issue of contract classification becomes increasingly important when trade relationships are established through deferred payment systems based on trust. In modern trading practices, suppliers often deliver goods to retailers before receiving payment. Kismawadi (2024) explain that this practice constitutes a form of *trade credit* that serves as a short-term financing mechanism for buyers.

However, from the perspective of *fiqh muamalah*, the existence of deferred payment does not automatically indicate the presence of a *syirkah* or *wakalah* contract. The Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 110 of 2017 concerning Sale and Purchase Contracts, Fatwa Number 113 of 2017 concerning *Wakalah bi al-Ujrah*, and Fatwa Number 114 of 2017 concerning *Syirkah* Contracts indicate that differences in ownership rights, sources of profit, and risk distribution are primary factors in determining the type of contract used. Accordingly, analyzing the positions of the parties, the basis of payment, and responsibility for goods is essential to avoid contract misclassification.

In addition to the contractual structure, the allocation of risk is an element with significant legal implications in business transactions. Humaemah (2019) emphasize that, under a *syirkah* contract, profits and losses must be determined according to clear partnership principles through an agreed-upon profit-sharing ratio. Conversely, under a *wakalah* contract, an agent is generally not liable for losses unless *ta'addi*, *taqshir*, or *mukhalafat al-syuruth* occurs. This distinction indicates that responsibility for risk is not always determined by who possesses the goods but rather by the nature of the contract underlying the relationship between the parties. Therefore, the allocation of risks associated with unsold, expired, or damaged goods can serve as an indicator for assessing whether the contractual structure corresponds to the actual transaction practices.

This context is relevant to transactions between suppliers and minimarkets operated by Islamic boarding schools, which are generally established on the basis of trust and long-term relationships. Hamdana & Donna (2024) explain that the governance of Islamic boarding school businesses is fundamentally based on the principles of trustworthiness and accountability, which are oriented not only toward economic profit but also toward moral and social responsibility. Nevertheless, the presence of the principle of trustworthiness does not automatically explain the type of contract used in business transactions. Therefore, contract classification must still be based on transaction evidence, payment mechanisms, ownership of goods, sources of profit, and risk distribution that can be empirically verified.

Studies on business relationships between suppliers and business operators from the perspective of fiqh muamalah indicate that contract identification cannot be based solely on the existence of trust or payment after goods have been sold. Cooperative practices between suppliers and Islamic boarding school cooperatives have been categorized as *syirkah al-wujuh* because they rely on the reputation and trust of the parties (Faizal, 2017). However, multiple distinct legal relationships can arise

within a single trading activity involving distributors, business owners, and business operators (Nasir, 2020).

These findings are reinforced by the argument that contracts must be identified based on the rights, obligations, and legal consequences arising from relationships between the parties, rather than merely on the terminology used in practice (Samiat et al., 2023). A synthesis of these three studies indicates that the existence of deferred payment and relationships based on trust is insufficient to determine the type of contract without analyzing the structure of the legal relationships established.

Studies on syirkah also identify profit and risk sharing as essential elements in establishing business partnerships. A syirkah contract requires clear contributions from the parties and an agreed-upon mechanism for profit distribution (Bingham, 2023). Similar findings demonstrate that the profit-sharing ratio is a fundamental characteristic distinguishing syirkah from other business relationships (De Giovanni & Folgiero, 2023). Meanwhile, the concept of *syirkah al-wujuh* remains a subject of debate in the fiqh tradition because the Shafi'i school does not permit it, whereas the Hanbali school permits it (Anshori & Abdurrahman, 2025). Furthermore, Fatwa Number 114 of 2017, issued by the National Sharia Council of the Indonesian Ulema Council concerning Syirkah Contracts, requires clarity regarding contributions, profit distribution, and the allocation of risks as essential elements in establishing business partnerships. Accordingly, the existence of a trust-based relationship between suppliers and minimarkets does not automatically indicate a syirkah contract if there are no clear arrangements concerning the profit-sharing ratio, the contributions of the parties, and responsibility for losses.

Meanwhile, studies on deferred payment and transaction documentation indicate that trading practices may have characteristics that differ from the parties' perceptions. Trade credit is a common financing mechanism used in relationships between suppliers and retailers (Munawwarah, 2020), whereas document analysis is important for examining the consistency between practices described by business operators and the available administrative evidence (Dakum & Tamtowi, 2019). In the context of Islamic boarding school businesses, economic activities are built on the principles of trustworthiness and accountability (Kasri et al., 2023).

Nevertheless, previous studies tend to examine *syirkah*, deferred payment, transaction documentation, and the governance of Islamic boarding school businesses separately. Few studies have comprehensively integrated analyses of contractual structures, sources of profit, and risk allocation based on transaction evidence to determine the nature of the legal relationship between suppliers and minimarkets from the perspective of *Islamic Commercial Law* and *fiqh muamalah*.

Based on a synthesis of previous studies, three research gaps can be identified. First, most previous studies have focused on identifying *syirkah* contracts without adequately examining transaction documents and the distribution of risks arising in practice. Second, research on relationships between suppliers and retailers has predominantly analyzed trading mechanisms or business cooperation, while studies integrating the concepts of deferred-payment sale and purchase, *syirkah al-wujuh*, and *wakalah bi al-ujrah* remain relatively limited. Third, few studies have specifically examined the consistency of contract classification based on the relationship between ownership rights, sources of profit, and risk allocation in transactions between suppliers and minimarkets.

The novelty of this study lies in its integrative analysis of contractual structures and risk allocation in transactions between suppliers and minimarkets using three contractual frameworks simultaneously: deferred-payment sale and purchase, *syirkah al-wujuh*, and *wakalah bi al-ujrah*. Unlike previous studies that have placed greater emphasis on identifying contracts based on observable practices, this study positions transaction evidence, payment mechanisms, ownership rights, sources of profit, and

risk distribution as the primary basis for determining contract classification.

This article aims to analyze transaction mechanisms between suppliers and minimarkets, identify the contractual structures underlying the relationships between the parties, explain the patterns of profit generation and risk allocation, and assess their conformity with the principles of *Islamic Commercial Law* and *fiqh muamalah*.

The findings of this study are expected to contribute to the development of Islamic business law theory, particularly concerning the relationship between contractual structures and risk distribution in modern commercial transactions. In practical terms, the findings may serve as a reference for minimarket managers, suppliers, and operators of Sharia-based businesses in formulating clearer and more accountable transaction mechanisms that comply with the principles of Islamic business law, thereby minimizing potential disputes arising from contractual ambiguity and unclear risk allocation.

METHODS

This study employs a qualitative method using a normative-empirical approach and a case study design. The normative approach is used to examine the contractual provisions stipulated in the Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 110 of 2017 concerning Sale and Purchase Contracts, Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 113 of 2017 concerning *Wakalah bi al-Ujrah*, Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 114 of 2017 concerning *Syirkah* Contracts, and the Compilation of Sharia Economic Law. Meanwhile, the empirical approach is used to analyze transaction practices between suppliers and minimarkets based on the available field data.

Sanches et al (2024) explains that qualitative research is oriented toward an in-depth understanding of social and legal phenomena in their natural contexts, while Almusaed et al (2025) states that case studies enable researchers to explore a phenomenon in detail within a specific context. Therefore, this method is considered appropriate because the study focuses on analyzing contractual structures and risk allocation based on transaction practices occurring in a particular case.

Method and Type of Research

The type of research employed is a case study. According to Mizukoshi (2023), a case study is a research strategy used to understand contemporary phenomena in real-life contexts when the boundaries between the phenomena and their contexts cannot be clearly distinguished. In this study, the case study focuses on the transactional relationship between suppliers and minimarkets, encompassing procurement mechanisms, payment systems, sources of profit, product returns, and the allocation of risks arising during transactions. The selection of a case study enables the researcher to obtain a comprehensive understanding of the legal relationship established between the parties. Accordingly, this research design is appropriate because the study focuses on a single research object that requires an in-depth analysis of its transactional characteristics.

Data Sources

The research data consist of primary and secondary data. The primary data were obtained from documented interviews with four informants, namely the head of the minimarket staff, a minimarket staff member, a junior minimarket staff member, and a supplier's *sales representative*, concerning the transaction mechanisms and business relationships involved. The secondary data were obtained from transaction invoices, sales receipts, a 2021 field research report, Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 110 of 2017, Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 113 of 2017, Fatwa of the National Sharia Council of the Indonesian Ulema Council

Number 114 of 2017, the Compilation of Sharia Economic Law, books, and scientific articles relevant to the study (Engkizar et al., 2026; Forth & Bowen, 1999; Susilawati et al., 2025). The combined use of primary and secondary data is considered appropriate because it enables the researcher to compare empirical practices with the normative provisions underlying the analysis of contracts and risk allocation.

Instruments

In qualitative research, the researcher serves as the primary instrument (*human instrument*), responsible for determining the research focus, identifying data sources, collecting data, analyzing information, and drawing research conclusions (Bingham, 2023b; Gorichanaz, 2018). To support this process, supplementary instruments are used, including interview guides, documentation sheets, research notes, and transaction documents related to the relationship between suppliers and minimarkets. The researcher's role as the primary instrument enables a more in-depth interpretation of empirical facts and the norms of *fiqh muamalah*. Therefore, the use of this instrument is appropriate because the study not only collects data but also interprets the legal structures embodied in transaction practices.

Data Collection Techniques

Data were collected through interviews and documentation. Interviews were conducted to obtain information regarding procurement mechanisms, payment systems, profit management, and responsibility for risks arising from transactional relationships between suppliers and minimarkets. Meanwhile, documentation was used to examine invoices, transaction receipts, previous research reports, and other documents related to the business practices of the parties.

According to Takona (2024), interviews enable researchers to gain an in-depth understanding of informants' experiences and perspectives, while Marshall et al (2020) explains that documentation can be used to verify and supplement data obtained from other sources. Therefore, combining these two techniques is considered appropriate because it provides more comprehensive data and enables cross-verification of the information obtained.

Data Analysis Instruments

The analytical instruments used in this study are content analysis (*content analysis*) and normative analysis based on *fiqh muamalah*. Wahyuna et al (2025) explains that content analysis is used to systematically identify, interpret, and derive meaning from documents or texts. In this study, content analysis is used to examine interview data, transaction documentation, and normative provisions contained in fatwas and the literature on *fiqh muamalah*. Furthermore, normative analysis is used to assess whether transaction practices conform to the concepts of deferred-payment sale and purchase, *syirkah al-wujuh*, and *wakalah bi al-ujrah*. The use of these analytical instruments is appropriate because the research object involves not only business behavior but also legal structures that must be interpreted based on sources of Islamic law.

Data Analysis Techniques

Data were analyzed using the interactive model developed by Miles, Huberman, and Saldaña, which comprises data reduction, data display, and conclusion drawing and verification. During the data reduction stage, information obtained from interviews and documentation was selected and categorized into themes related to procurement, payments, profits, product returns, and risk allocation. The next stage involved presenting the data in a systematic narrative to facilitate the identification of relationships among variables.

Subsequently, the data were analyzed by comparing transaction facts with the normative provisions governing sale and purchase, *syirkah*, and *wakalah* under *fiqh muamalah*. The final stage involved drawing conclusions that were continuously

verified throughout the research process. This technique is considered appropriate because it enables the researcher to systematically connect empirical data with the normative framework, thereby producing a more accurate classification of the contracts involved.

Data Trustworthiness

Data trustworthiness was assessed through source triangulation, data triangulation, and document triangulation. Source triangulation was conducted by comparing information obtained from each informant, while data triangulation was performed by comparing interview findings with the available transaction documents. In addition, document triangulation was conducted by examining invoices, receipts, and research reports to ensure the consistency of information obtained from the field.

Denzin (2017) explain that triangulation is an important technique in qualitative research for enhancing the credibility and trustworthiness of research findings. Similarly, Renz et al (2018) emphasizes that using documents as sources of verification can strengthen the validity of research findings. Therefore, these techniques for establishing data trustworthiness are appropriate because the study seeks to examine the consistency between informants' statements, transaction evidence, and the normative provisions underlying the analysis.

RESULT AND DISCUSSION

Procurement Mechanisms and Payments to Suppliers

Procurement at *La-Tansa* Minimarket, Gontor Campus 5, takes place through transactional relationships between minimarket management and suppliers. The research findings indicate that these relationships involve product offers, product selection, recording in sales receipts, delivery of goods, and payment at a later time. Management uses the term *bon system* to describe the receipt of goods for which payment is not made in cash at the time of delivery. The *bon* records the goods and prices that serve as the basis for payment settlement. Nevertheless, the term *bon system* does not explain the entirety of the rights and obligations of the parties. Understanding these transactions requires examining the procurement process, payment terms, and treatment of unsold goods.

The account provided by the head of the minimarket staff indicates that procurement follows two patterns. In the first pattern, suppliers arrive carrying goods to offer to management. Management then selects the types and quantities of goods to be accepted. In the second pattern, suppliers offer products through brochures, while management determines its orders before the suppliers deliver the goods. The main difference between these two patterns lies in the timing of delivery. Under the first pattern, the offer and delivery may occur during the same visit, whereas the second pattern separates the ordering stage from the delivery stage. Both patterns demonstrate management's involvement in determining which goods enter the minimarket.

In direct offers, suppliers bring their inventory using transport vehicles. After management selects the goods, the suppliers record them in a *bon* receipt. According to the documented account, the suppliers and management sign the receipt, after which management receives the yellow copy as proof of receipt of the goods. This sequence indicates that the parties use documents to record transactions. The receipt provides a basis for verifying the goods received and the prices to be accounted for in payment. However, this function must be distinguished from that of a contract governing the entire business relationship. The existence of a receipt does not, in itself, establish that the parties have documented the terms governing returns, loss, or damage to goods.

For offers made through brochures, management first selects products and records the order to be submitted to the supplier. The research findings state that the supplier subsequently delivers the goods the following day. Receipt and recording of the goods follow the same *bon* receipt mechanism used for direct offers. Thus, the brochure serves as a means of communicating product information, while the receipt serves as evidence of the subsequent transaction. The available data do not specifically explain how discrepancies between delivered goods and ordered goods are resolved. Therefore, this study does not assume the existence of any inspection or settlement procedures beyond those documented (Izzan et al., 2022; Utami, 2019).

After receiving the goods, management does not immediately place all inventory in the sales area. Some goods are stored in the warehouse because the display area cannot accommodate all incoming goods. Management subsequently retrieves this inventory when the displayed goods have been sold out. This practice indicates that a storage stage exists between receipt and sale to consumers. Accordingly, the quantity of goods received must be distinguished from the quantity available in the sales area and the quantity already sold. This distinction is important for tracing the basis of payment calculations, particularly when settlement is linked to actual sales.

Payments to suppliers are made over varying periods. The research data record intervals of one week, ten days, and one month. Management's account associates these variations with suppliers' visiting schedules. However, visit schedules, payment collection times, and payment due dates must be distinguished in the analysis. A supplier's visit may involve both offering new goods and collecting payment for previous transactions, but these two activities do not necessarily follow the same timing arrangements. Therefore, the determination of payment obligations must refer to the agreements and documents for each transaction rather than solely to the frequency of supplier visits.

An invoice issued by PT Unirama Duta Niaga, included in the research documentation, provides evidence of a deferred-payment transaction. The document contains the designation "Credit Sales Invoice," the transaction date, the due date, the types of goods, quantities, unit prices, and total payment amount. This information indicates that the transaction represented by the invoice has a specified amount payable and a payment deadline. Nevertheless, the scope of this evidence remains limited to the available document. A single invoice is insufficient to describe the terms governing all suppliers (Aziz & Mohammed, 2018). The document also does not fully explain whether unsold goods must still be paid for or may be returned under separate arrangements.

In addition to evidence concerning payment due dates, management's account includes payments based on the quantity of goods sold. When all goods have been sold, the minimarket pays according to the value of the goods previously received. When some goods remain unsold, management calculates the value of the goods already sold and pays that amount to the supplier. This account indicates that actual sales serve as the basis for payment under the practices described by the informant. Nevertheless, the data do not distinguish the application of these terms by supplier or product category. Therefore, this study does not treat all supplier relationships as transactions governed by identical payment arrangements.

The existence of invoices with payment due dates and payments based on goods sold raises questions about the basis of payment obligations. These two mechanisms may reflect variations in transactions across suppliers or additional arrangements within the same relationship. However, the available evidence does not establish which possibility applies. The issue requiring clarification is whether unsold goods remain a debt owed by the minimarket after the payment due date or whether the payment obligation arises only when the goods are sold. Accordingly, this study

distinguishes information about payment collection schedules from information about when payment obligations arise. This distinction prevents the classification of a contract based solely on the use of the term *bon* (Octoviani et al., 2025).

Trust is a prominent element in the staff's explanation of how the transactions take place. Informant P2 associates suppliers' willingness to deliver goods without immediate payment with the minimarket's reputation and the presence of regular customers from the boarding school community. The informant also explains that the relationship does not involve a separate formal agreement comprehensively governing the transactions. This account illustrates how management understands its business relationships with suppliers. Nevertheless, management's explanation must be considered within the limits of its position as a source of information. The account is insufficient to conclude that all suppliers share the same considerations or that trust is the sole basis for their decisions.

The use of receipts and invoices indicates that trust operates alongside transaction documentation. Accordingly, the statement that there is no written agreement should be formulated more precisely as an absence of evidence of a separate formal contract in the available account. The parties still use documents to record goods, prices, and, in the invoice examined, payment due dates. The clarity of some transaction elements must be distinguished from the completeness of the arrangements governing the parties' relationship. The terms concerning unsold goods, returns, and responsibility for damage require additional relevant evidence (Rahmad, 2022). This study treats transaction documents as a basis for examination without assuming that they contain provisions that are not stated in them. As a conceptual comparison, Poppo and Zenger demonstrate that formal contracts and relational governance can complement one another. Their study was conducted in the context of information services exchange; its relevance here lies in helping explain why trust can coexist with documentation, rather than proving the completeness of the contract in the La-Tansa case.

The practice of supplying goods with payment made after they are sold was also identified in Ghozali and Haryoto's study of the Gontor Campus II Student Cooperative. That study examined the practice within the framework of *syirkah al-wujuh*. This similarity provides a comparative context for the La-Tansa case, but contract classification still requires examination of the structure of the relationship between each set of parties. The findings of this study demonstrate the importance of distinguishing the process of receiving goods, recording payment obligations, payment timing, and the relationship between payment and actual sales. This mapping provides an empirical basis for the subsequent discussion of profit generation and risk allocation. Accordingly, contract classification must be based on the characteristics of traceable transactions, rather than merely on similarities in terminology or the existence of trust in business relationships.

Profit Generation and Risk Allocation in Transactions

Profit generation in transactions between suppliers and La-Tansa Minimarket, Gontor Campus 5, must be analyzed based on each party's rights to the proceeds of sales. The research data indicate that suppliers receive payment according to the prices of goods recorded in the *bon*, while the minimarket resells those goods to consumers. The research findings also explicitly state that profits are not shared between suppliers and the minimarket. This finding provides a basis for distinguishing the benefits obtained by each party from the distribution of profits generated by a joint business venture. Both parties may derive economic benefits from the same sequence of transactions, but this does not establish the existence of a profit-sharing agreement.

On the minimarket's side, the transaction account indicates that management sets the selling prices of goods for consumers, while payments to suppliers are based

on the prices recorded in the *bon*. Under this mechanism, the minimarket's source of earnings can be understood as the difference between the selling price and the amount payable to the supplier. However, this difference cannot yet be classified as net profit because the available data do not provide calculations of operating costs, damaged goods, or other expenses associated with sales. Therefore, this study limits its explanation to the mechanism through which revenue is generated from price differences, without determining the amount or rate of the minimarket's net profit.

On the suppliers' side, the amount received follows the prices of goods stated in the transaction documents. This amount represents the suppliers' receipts from delivering goods to the minimarket, rather than evidence of the suppliers' net profit. This study does not have data on production costs or the suppliers' acquisition costs for the goods. Therefore, the term cost price used in the transaction account must be interpreted cautiously. The price payable by the minimarket is the agreed supply price, whereas the suppliers' acquisition costs cannot be determined solely from an invoice. This distinction is necessary to avoid equating sales receipts with profit.

The absence of profit sharing is an important element in examining the relationship between the parties. The available data do not indicate the existence of a *nisbah* for distributing sales profits between the suppliers and the minimarket. Instead, payments to suppliers are described as being based on the prices and quantities of goods accounted for. Analytically, this mechanism differs from an arrangement that grants partners the right to a specified share of profits from a joint business venture. The National Sharia Council of the Indonesian Ulema Council's fatwa concerning *syirkah* contracts requires clear agreement on the profit-sharing system and *nisbah* (Ansori et al., 2026; Humaemah, 2019). Accordingly, the use of the term cooperation in trading practices must be accompanied by an examination of whether profit-sharing arrangements exist before the relationship is classified as *syirkah*.

In addition to profit generation, the transactional relationships examined in this study involve several types of risk that must be distinguished. The data identify unsold goods, expired goods, damage caused by staff negligence, and discrepancies between goods sold and payments made. These four circumstances have different causes and consequences. Unsold goods relate to actual sales, while expiration concerns the period during which a product remains suitable for sale. Damage caused by negligence relates to the actions of a particular party, whereas recording discrepancies concern the accuracy of transaction information. This categorization is necessary to prevent all these circumstances from being immediately treated as shared losses.

Regarding unsold goods, the research findings state that the minimarket pays based on the quantity of goods sold. The data also mention the possibility of suppliers retrieving goods that have remained at the minimarket for an extended period without being sold. This practice indicates the existence of a mechanism for handling inventory that has not been purchased by consumers. However, the data do not explain the storage period limits, the types of goods eligible for return, or whether these terms apply uniformly to all suppliers (Ansori et al., 2026; Humaemah, 2019). Therefore, this finding supports the existence of a return practice within the transactional relationships examined but is insufficient to establish an unlimited right of return for the minimarket.

Regarding expired goods, the research account mentions the withdrawal or replacement of goods by suppliers and states that the minimarket is not required to pay for such goods. This account indicates that suppliers play a role in resolving issues involving goods that can no longer be sold. However, withdrawing or replacing goods does not explain the entire allocation of the resulting economic loss. The data do not show whether suppliers bear the costs directly, receive

compensation from other distributors, or follow manufacturers' policies. Accordingly, this study limits its findings to the relationship between suppliers and the minimarket without extending its conclusions to other parties in the distribution chain.

Return provisions are also insufficient to determine when ownership of the goods is transferred. The return of goods may be related to specific arrangements within a trading relationship, and its significance must therefore be examined alongside payment obligations and the parties' agreement. In this case, there is evidence of a credit sales invoice, but there is also an account of payments based on goods sold and the retrieval of unsold goods. This combination of information requires careful interpretation. This study cannot conclude that all goods remain the suppliers' property while held at the minimarket. Conversely, the physical delivery of goods is not used as the sole basis for concluding that all risks have been transferred to the minimarket (Harun, 2022).

The risk of damage caused by negligence is governed differently from the risks associated with unsold and expired goods. According to Informant P1, goods that fall or are damaged due to individual negligence are borne by the staff member concerned. This account indicates that responsibility is differentiated according to the cause of the damage. However, the data do not detail how negligence is established, how compensation amounts are determined, or how disagreements concerning responsibility are resolved. Therefore, this study treats the account as a reported accountability practice. Assessing the appropriateness of its implementation requires further information about the incidents and the procedures used to resolve them. As a comparison, Tuma'ninah's study of a photography business indicates that arrangements concerning proceeds and the responsibilities of partners may become issues requiring deliberation and amendments to agreements (Wiyanda & Efendi, 2022). Its relevance to this case lies in the need to examine the contents of agreements and the positions of the parties before assessing the allocation of losses.

Another issue concerns the recording of goods and payments. Informant P1 explains that discrepancies occur between the amount of money paid to suppliers and the goods sold. The informant attributes this situation to disorganized recordkeeping and a computer system that is not functioning properly. Management continues to maintain manual records and conduct periodic inventory checks. This finding indicates limitations in the information used to calculate payment obligations. However, no details are available concerning the amounts of the discrepancies or the frequency of their occurrence. Accordingly, this study neither determines the amount of loss nor concludes that the discrepancies consistently benefit either party.

Recording discrepancies must be distinguished from evidence of fraud. Discrepancies between goods and payments may indicate administrative problems requiring examination, but the available data do not establish the cause of each discrepancy. Concluding that fraud or unilateral gain has occurred without further investigation would go beyond the research evidence. The implication that can be drawn is the need to reconcile records of goods received, inventory, sales, returns, and payments. Such reconciliation is a recommendation based on the reported problems, rather than a procedure stated to have already been implemented. Its purpose is to provide the parties with a clearer basis for determining the quantities of goods and payment amounts that can be mutually agreed upon. Arsal and colleagues identify transaction recording and report preparation as components of strengthening accountability in the management of *syirkah* (Humaemah, 2019). This literature supports the importance of information traceability, while the need to reconcile records at La-Tansa is derived from the problems reported by the informants.

Overall, the data indicate that economic benefits and risk allocation cannot be summarized as the joint sharing of profits and losses. Suppliers receive payments based on the prices of goods, the minimarket earns the difference between selling and supply prices, suppliers are reported to handle certain unsold or expired goods, and staff members bear responsibility for damage attributed to their negligence. This arrangement demonstrates the need to examine each right and responsibility separately. The findings provide a basis for assessing whether the ongoing relationship meets the characteristics of *syirkah* or is more appropriately explained through another contractual structure. This assessment must consider the clarity of profit sharing and the responsibilities of the parties, as emphasized in the provisions governing *syirkah* contracts, without equating all trust-based trading relationships with profit-sharing partnerships. Differences among the schools of Islamic jurisprudence concerning *syirkah al-wujuh* also underscore the need to specify the normative basis of the assessment. In this article, the operational assessment uses the provisions of the National Sharia Council of the Indonesian Ulema Council, while comparative jurisprudential literature is used to situate the assessment within the broader context of *fiqh*.

Contract Classification Based on Rights, Payments, and Risks

The contractual structure in this case must be examined separately for each relationship between a supplier and the minimarket. The Compilation of Sharia Economic Law distinguishes sale and purchase, *syirkah*, and *wakalah* based on the legal relationships they establish. Therefore, the receipt of goods, trust, and deferred payment are insufficient to distinguish among these contracts without information concerning ownership, authority to sell, and entitlement to business proceeds.

For the assessment of *syirkah*, the critical question is whether the suppliers and the minimarket act as partners in a single business venture with mutually agreed rights. The clarity of the partners' respective entitlements, discussed by Musliadi (2022), is relevant here. The data concerning payments at the prices recorded in the *bon* and the absence of a *nisbah* do not support classifying the relationship as a profit-sharing partnership. This conclusion is limited to the relationship between suppliers and the minimarket and does not assess the possibility of an internal partnership among the management personnel.

The credit sales invoice provides an indication of a sale and purchase transaction with deferred payment. However, this indication must be considered alongside the account of payments based on goods sold and the retrieval of goods. If the minimarket receives the goods as a buyer with a price obligation that has already arisen, the subsequent sale to consumers constitutes a separate transaction. If the minimarket is merely authorized to sell the goods, the matters requiring examination are the scope of that authority, ownership of the goods, and the remuneration involved. The available data are insufficient to classify all supplier relationships under either of these patterns.

The distinction between these patterns also determines the basis for risk allocation. The risk of unsold goods must be distinguished from damage caused by negligence and discrepancies in recordkeeping. Comparative case literature helps identify the issues requiring examination but does not replace transaction evidence from *La-Tansa*. Accordingly, the contribution of this analysis is to identify the elements that support or limit each contract classification while formulating the need for clarification regarding payment obligations and return provisions.

CONCLUSION

This study demonstrates that the classification of contracts in supplier–minimarket transactions cannot be determined solely by the existence of trust-based relationships, deferred payment arrangements, or the delivery of goods prior to

payment. Instead, contractual identification requires a comprehensive examination of ownership rights, the basis of payment obligations, sources of economic gain, and the allocation of risk among the parties. The novelty of this study lies in its integrative analytical framework that connects contractual structure, profit acquisition, and risk allocation as key indicators for assessing the legal characterization of supplier–minimarket transactions within the framework of *Islamic commercial law*. This approach provides a more comprehensive assessment than analyses that focus only on the outward form of business transactions.

The findings have important theoretical implications for Islamic commercial law by demonstrating that contract classification should be based on the substantive legal relationship and verifiable transactional evidence rather than the labels or assumptions adopted by the parties. From a practical perspective, the study highlights the importance of clearly defining ownership rights, payment obligations, return policies, and risk-bearing arrangements in order to enhance legal certainty and minimize potential disputes between suppliers and retailers. Accordingly, contractual transparency and proper transaction documentation constitute essential elements for ensuring that business practices comply with the principles of *fiqh muamalah* and contemporary Islamic commercial law.

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Author contribution
Muhammad Abdul Aziz: data curation, writing-original draft preparation, **Muhammad Handoko:** analysis, conceptualization, **Muhammad Irkham Firdaus:** methodology, **Muhammad Ikhlas Supardin:** visualization, editing.

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