

Beef *Arisan* Practices from the Perspective of Sharia Economic Law: A Study in Dusun Jimus

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Abstract

Background. Various community-based economic practices continue to develop in rural areas, including the *arisan daging sapi* (beef-rotation scheme). This practice is carried out by residents as an alternative method to obtain beef at a more affordable and structured manner. However, the mechanism of payment rotation, price determination, and distribution raises questions regarding its compliance with the principles of Islamic Economic Law, particularly related to *gharar*, *maisir*, and fairness of exchange.

Aim. This study aims to examine the legal status of the *arisan daging sapi* practiced in Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, as viewed from the perspective of Islamic Economic Law. The research focuses on identifying the contract (*akad*) used, analyzing the presence of prohibited elements, and determining whether the practice aligns with sharia principles.

Method. This research employs a qualitative descriptive method with an empirical juridical approach. Data were collected through observation, in-depth interviews with organizers and participants of the *arisan*, and documentation related to its implementation. The analysis was conducted through data reduction, classification, interpretation, and drawing conclusions based on the framework of Islamic Economic Law.

Result. The findings indicate that the *arisan daging sapi* in Dusun Jimus generally operates based on mutual agreement and community trust. The practice does not contain elements of *maisir* and is free from excessive *gharar*, as payment schemes and distribution schedules are clearly agreed upon. Nevertheless, several weaknesses were identified, including the absence of written agreements and potential price disparities that may affect fairness. Overall, the practice is permissible (*mubah*) as long as transparency, fairness, and clarity of the *akad* are consistently maintained.

Keywords: *Arisan daging sapi*, Islamic economic law, *Gharar*, *Akad*, Community economy

INTRODUCTION

Community-based economic activities play a vital role in the social fabric of Indonesian society. *Arisan* (social gathering) is a form of collective activity that serves to meet economic needs while strengthening social ties among members. The practice of *arisan* comes in various forms to suit community needs, ranging from sharing money, basic necessities, gold, to consumer goods such as beef. This tradition is widespread in both urban and rural areas and has become a social mechanism believed to reduce household expenses.¹ *Arisan* is also often interpreted as a form of deliberation and cooperation between fellow citizens as part of the mutual cooperation culture that still strongly persists in society.

¹ M. Idris, Ambok Pangiuk, dan Ahsan Putra Hafiz, *Model Arisan Sembako: Tinjauan Fiqh dan Ekonomi*, IJIEB: Indonesian Journal of Islamic Economics and Business, Vol. 5, No. 2, h. 47.



The construction of *arisan* as a form of *muamalah* is not explicitly explained in the Qur'an or the Sunnah. The legal provisions related to *arisan* return to the general principle in *muamalah* jurisprudence, namely that the basic law of all forms of transactions is permissible as long as there is no evidence prohibiting it. This general principle requires clarity of the contract, the willingness of the members, and the absence of elements of *gharar*, usury, or *maisir*. Many contemporary *muamalah* practices experience legal distortions due to disregard for the provisions of the contract, resulting in unclear rights and obligations of the parties. The emphasis on the validity of the contract in the practice of *arisan* is important because every form of transaction in Islam must be based on clarity and willingness ('an tarādin minkum), as emphasized in Q.S. An-Nisa' verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۗ
 “O you who believe, do not consume your neighbor's wealth in a vanity (unrighteous) manner, unless it is in the form of commerce based on mutual consent between you.”

The diversity of *arisan* (social gathering) systems in modern society demonstrates creativity in meeting economic needs, including those arising from price fluctuations at specific times. The beef *arisan* (social gathering) held in Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, represents one form of community adaptation to rising meat prices leading up to *Eid al-Fitr*. This *arisan* system utilizes a weekly deposit mechanism without a lottery, so all members receive the meat at the same time. This practice resembles a collective savings account managed by a single *arisan* manager or dealer.

Preliminary research found variations in the contractual structure of the beef *arisan* practice in Dusun Jimus. The manager receives a weekly deposit of IDR 3,000,000, which is then used to finance a household loan. There is no explicit agreement regarding the *ujrah* (usury) for the manager. Any remaining funds after the meat purchase indirectly become the manager's reward, which creates the potential for *gharar* (unclear) due to the lack of clarity in the contractual structure.² Transactions like this have the potential to violate *wadiah* principles if the funds entrusted are used without agreement or a clear profit-sharing mechanism. The imbalance of information and the absence of a written agreement reinforce the urgency of this research to analyze whether this practice complies with the principles of Sharia Economic Law.

Several previous researchers have conducted academic studies on goods-based *arisan* (circulation-based savings and credit). M. Idris, Ambok Pangiuk, and Ahsan Putra Hafiz explain that *arisan* sembako (groceries) in certain practices can be considered legitimate if the contract and distribution mechanism meet the principles of clarity and willingness.³ Rina Fitriani and colleagues emphasized that *arisan* (a social gathering involving buying and selling) transactions must ensure clarity regarding price, object, and delivery time to avoid *gharar*. Yessavira Larasati found that some practices involving *arisan* for basic necessities still contain elements of ambiguity that need to be addressed in accordance with sharia law.⁴ Several studies have shown that the practice of *arisan* (society) in goods is highly dependent on the manager's ethical standards and transparency, allowing it to be legitimate or contain elements that are not in accordance with Sharia.

The phenomenon of beef *arisan* in Dusun Jimus has unique characteristics compared to other forms of *arisan*. The use of deposited funds for credit by the manager without deliberation or a written contract raises Islamic jurisprudence issues that have not been widely discussed in previous research. This pattern is similar to the practice of *wadiah yad dhamanah* (unlawful exchange) because the deposit is used for other activities, but without agreement and without a profit-sharing system like *mudharabah*. This situation has the potential to violate the principle of transactional fairness and open up opportunities for misuse of funds, thus requiring a more comprehensive examination from the perspective of Sharia Economic Law.

² Wawancara dengan Ibu Nasikhah, 20 November 2024.

³ M. Idris, Ambok Pangiuk, dan Ahsan Putra Hafiz, *Model Arisan Sembako*, IJIEB, Vol. 5, No. 2, h. 47.

⁴ Yessavira Larasati, *Tinjauan Hukum Islam Terhadap Praktik Arisan Sembako*, Skripsi, IAIN Metro, 2021, h. 2.

The analytical framework of Islamic law emphasizes the importance of clarity of contracts, fair distribution, and protection of the rights of the party entrusting the funds. Muhammad Daud Ali explained that Islamic law aims to realize welfare and prevent harm, therefore transactions containing elements of ambiguity should be avoided.⁵ Dimas Pradipta Pribadi stated that Islamic law has a significant role in providing guidelines for contemporary economic practices so that they do not deviate from the principles of justice and welfare.⁶ This perspective provides a normative basis for assessing the practice of beef *arisan*, particularly regarding the element of *gharar* (unclear) arising from fluctuations in beef prices and the use of funds without agreement.

The Dusun Jimus community's understanding of contracts is more influenced by local tradition (*'urf*) than by Islamic jurisprudence (*Fiqh*). *'urf* can serve as a legal basis as long as it does not conflict with Sharia principles. The practice of using *arisan* funds by the administrator without agreement demonstrates the need for education regarding valid contracts according to Sharia. The beef *arisan*, developed over the past four years, helps the community meet its *Eid al-Fitr* needs, but requires restructuring from a *Fiqh* perspective to avoid ambiguity. The majority of the population, who work as farmers, view this *arisan* as an effective collective economic strategy, making this research significant in contributing to improving Sharia-based community economic practices.

This phenomenon demonstrates the urgent need to scientifically examine the practice of beef *arisan* in Dusun Jimus from the perspective of Sharia Economic Law. This research seeks to provide an in-depth understanding of the validity of contracts, potential deviations from sharia principles, and recommendations for improvement so that the practice of *arisan* can run fairly, transparently, and beneficially.

LITERATURE REVIEW

Arisan (social gathering) is a form of social interaction that has long existed and developed in Indonesian society. This practice serves not only as a means of collective financial management but also as a means of strengthening social ties and solidarity among community members. In general, *arisan* is the activity of periodically collecting money or goods from a group of people, the proceeds of which are then distributed among the participants according to a mutually agreed-upon mechanism.⁷ This practice has become part of the culture of both urban and rural communities, with varying forms and purposes.

From an Islamic legal perspective, *arisan* falls within the realm of *muamalah* (social transactions) not explicitly mentioned in the Quran or Hadith. Therefore, its legal assessment is based on the general principles of *muamalah*, namely that all forms of transactions are permissible as long as there is no evidence prohibiting them. The principle of *al-ashlu fil mu'amalāt al-ibāhah* (just and just) stipulates that all forms of *muamalah* are essentially permissible as long as they do not contain elements of *riba* (usury), *gharar*, *maysir* (deliberation), or injustice.⁸ Thus, the practice of *arisan* (society) can be considered valid according to Sharia law if it meets these principles and is carried out with the willingness and agreement of the parties involved.

Over time, the form and mechanisms of *arisan* have undergone transformation. *Arisan* is no longer limited to cash, but has also expanded to include goods, such as basic necessities, gold, and even beef. *Arisan* in goods is generally conducted for a specific purpose, for example, to meet consumption needs for holidays or other special needs. Several studies have shown that *arisan* in goods is often understood as a form of collective savings tailored to the needs of participants, thus serving both an economic and social function.⁹

⁵ Rohidin, *Pengantar Hukum Islam*, Yogyakarta: Lintang Rasi Aksara, 2016, h. 2.

⁶ Dimas Pradipta Pribadi dan Saiful Bahri, "Hukum Islam dan Kontribusinya terhadap Sistem Hukum di Indonesia," *Jurnal Ilmiah Kependidikan*, Vol. 4, No. 1, 2024, h. 177.

⁷ Andi Kharuddin dan Nining Hajeniati, *Pembelajaran Inovatif dan Variatif: Pembelajaran Inovatif dan Variatif: Pedoman untuk Penelitian PTK dan Eksperimen*, Sulawesi Selatan, Pusaka Almada, 2020, h. 58.

⁸ Mokhammad Rohma Rozikin, *Hukum Arisan dalam Islam*, (Malang, UB Press, 2018), h. 2.

⁹ Rina Fitriani, Jalaludin Jalaludin, dan Ahmad Damiri, "Praktek Jual Beli Barang Sistem Arisan di Desa Gardusayang Kecamatan Cisolak Kabupaten Subang dalam Perspektif Ekonomi Syariah," *Eksisbank: Ekonomi Syariah dan Bisnis Perbankan*, 5, 1, 2021, h. 1–16.

One form of *arisan* (a system of social gatherings) that has developed in rural communities is beef *arisan* (a system of social gatherings). This *arisan* generally involves regular deposits of money over a specified period, and then the proceeds are distributed in the form of beef to all participants at an agreed-upon time, usually before *Eid al-Fitr*. The practice of beef *arisan* in Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, is a concrete example of a product *arisan* model oriented towards meeting community consumption needs. This model does not use a lottery system, but rather resembles a collective savings mechanism with the ultimate goal of simultaneously distributing beef.

In the study of Islamic economic law, the aspect of the contract is a fundamental element in assessing the validity of a transactional practice. A contract is a legal bond that creates rights and obligations for the parties to the transaction. One contract relevant to the practice of *arisan* without a lottery is the wadi'ah contract. In terms of language, wadi'ah means deposit or trust, while in terms of terminology, wadi'ah is defined as an agreement to entrust assets from one party to another party to be looked after and returned to the owner.¹⁰ In *muamalah* jurisprudence, wadi'ah is divided into two forms: *wadi'ah yad al-amānah* and *wadi'ah yad adh-dhamānah*. In *wadi'ah yad al-amānah*, the recipient of the deposit is not permitted to use the deposited assets and does not bear the risk of loss as long as there is no element of negligence. Conversely, in *wadi'ah yad adh-dhamānah*, the recipient of the deposit is permitted to use the deposited assets with the obligation to guarantee the return of the value of the assets to the owner.¹¹

The practice of beef *arisan* in Dusun Jimus exhibits characteristics closer to the concept of *wadi'ah yad adh-dhamānah* (unclear charity). The funds deposited by participants are not only held but also utilized by the *arisan* manager for specific business activities. Participants deposit funds periodically with the understanding that the funds are managed by the manager, while the manager is fully responsible for returning the funds in the form of beef as agreed. This pattern demonstrates the element of both trust and utilization of funds by the manager, which, from a jurisprudential perspective, can be categorized as *wadi'ah yad adh-dhamānah* as long as it does not violate sharia principles.

The principles of consent (*tarāḍī*) and agreement (*muwafaqah*) are primary requirements in every *muamalah* transaction. The Qur'an emphasizes that the acquisition of wealth may not be carried out by false means, except through transactions based on the consent of the parties, as stated by Allah in Surah An-Nisa', verse 29.¹² This principle implies that every transaction must be conducted without coercion, accompanied by a clear understanding of the mechanism, rights, and obligations of each party. In the practice of beef *arisan* (a small and medium-sized credit system), the element of *tarāḍī* is evident in the participants' willingness to follow the established mechanism and accept the proceeds in the form of beef.

However, *muamalah* practices that lack clear contracts and transparent mechanisms have the potential to give rise to *gharar*. *Gharar* in *muamalah* jurisprudence is defined as ambiguity or uncertainty in a transaction that could harm one of the parties.¹³ Scholars agree that excessive *gharar* (*gharar fāhiḥ*) can invalidate a contract, especially if it relates to the object of the transaction, the benefits, or the resulting legal consequences. In the context of beef *arisan* (a small-scale social gathering), the potential for *gharar* can arise if there is a lack of clarity regarding the use of deposited funds, the legal standing between participants and managers, and the mechanism for refunding funds in the form of beef.

Several previous studies have shown that the practice of *arisan* is generally acceptable under Islamic law if implemented fairly, transparently, and free from usury and *gharar*. Research on *arisan* (a small-scale social gathering) for basic necessities and *arisan* for goods in various regions concludes that *arisan* is considered valid under Sharia law as long as it is based on a clear agreement and does not harm

¹⁰ Akhmad Mujahidin, *Hukum Perbankan Syariah*, (Jakarta, PT RajaGrafindo Persada), 2016, h. 179.

¹¹ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*, (Damaskus, Dār al-Fikr, 2007), h. 3865.

¹² Al-Qur'an, QS. An-Nisā' (4): 29.

¹³ Yessavira Larasati, "Tinjauan Hukum Islam terhadap Praktik Arisan Sembako," Skripsi, IAIN Metro, 2021, h. 2.

participants.¹⁴ However, studies specifically examining beef *arisan* (a social gathering) using a fund-keeping system utilized by managers are still relatively limited. Therefore, this research has academic relevance in enriching the study of Islamic economic law, particularly in the context of contemporary *muamalah* practices in rural communities.

Based on this description, this literature review confirms that the analysis of beef *arisan* practices must be conducted by considering the concept of *arisan* as a form of *muamalah*, the principle of *wadi'ah yad adh-dhamānah* (bond-based trust), and the basic values of Islamic economic law such as willingness, justice, responsibility, and openness. This theoretical framework serves as the primary foundation for analyzing the suitability of beef *arisan* practices in Dusun Jimus, Karanganyar Village, with the principles of Islamic economic law.

The study of *arisan* as a socio-economic practice in society has been widely discussed in contemporary *muamalah* studies. *Arisan* is understood as a form of community-based cooperation that serves to meet the needs of members through a mechanism of periodic deposits and agreed-upon distribution. M. Idris, Ambok Pangiuk, and Ahsan Putra Hafiz emphasized that the basic food *arisan* is a form of transaction that is valid as long as there is clarity of the contract, transparency, and willingness of the members.¹⁵ This view is one of the middle theories that explains the position of *arisan* as a social economic practice that can be analyzed using the theory of contracts in Sharia Economic Law.

Discussion of the law on social gatherings was also found in Jeni Rochmawati's research, which explained that social gatherings for basic necessities in Dawung Dusun were considered valid as long as they did not contain elements of *gharar*, usury, or other elements prohibited by sharia.¹⁶ The study emphasized the importance of clarity in the mechanism, object, and agreement between members as the basis for a valid contract. A similar study by Yessavira Larasati found that some *arisan* (society-based savings and credit) practices tend to create ambiguity due to the lack of an explicit contract and non-transparent fund management.¹⁷ This literature strengthens the argument that legal assessment of *arisan* does not only rely on the object of the goods, but especially on the clarity of the contract and the mechanism for its implementation.

The study of goods-based *arisan* was also expanded by research by Rina Fitriani et al., which showed that the practice of *arisan* can approach the form of a buying and selling transaction if accompanied by price fixing and delay in delivery of goods, thus requiring a stricter legal analysis.¹⁸ This research contributes to a small theory linking the practice of *arisan* (social savings and credit) with specific transaction categories in *muamalah* jurisprudence. This is relevant to analyzing the practice of beef *arisan* in Dusun Jimus, particularly because the *arisan* funds are used by the administrator for credit, thus bearing similarities to *wadi'ah yad dhamanah* contracts or even *qardh* contracts, with certain implications.

The concept of the original law of *muamalah* is one of the grand theories in this study. The majority of scholars agree that *muamalah* is essentially permissible as long as it does not contain prohibited elements, such as *gharar*, usury, or *maisir*. This principle serves as a basis for assessing contemporary economic practices not explicitly mentioned in the texts.¹⁹ This basic construction also serves as the primary reference for determining whether the beef *arisan* (social gathering) in Dusun Jimus complies with Sharia law, particularly given the use of *arisan* funds by the administrator without a clear contract.

¹⁴ Safira Rahmawati dan Istianah, "Transformasi Arisan dalam Perspektif Hukum Ekonomi Syariah," *Jurnal Hukum Ekonomi Syariah*, 5, 2, 2022, h. 99.

¹⁵ M. Idris, Ambok Pangiuk, dan Ahsan Putra Hafiz, *Model Arisan Sembako: Tinjauan Fiqh dan Ekonomi*, IJIEB, Vol. 5, No. 2, h. 47.

¹⁶ Jeni Rochmawati, *Tinjauan Hukum Islam Terhadap Praktik Arisan Sembako di Dusun Dawung*, Skripsi, IAIN Ponorogo, 2017, h. 65.

¹⁷ Yessavira Larasati, *Tinjauan Hukum Islam Terhadap Praktik Arisan Sembako*, Skripsi, IAIN Metro, 2021, h. 2.

¹⁸ Rina Fitriani, Jalaludin, dan Ahmad Damiri, "Praktek Jual Beli Barang Sistem Arisan," *EKSISBANK*, Vol. 5, No. 1, 2021, h. 1–16.

¹⁹ Wahbah Az-Zuhaili, *Fiqh al-Islami wa Adillatuhu*, Damaskus: Dar al-Fikr, 1985, h. 38.

The Islamic legal framework regarding contracts also serves as an important theoretical foundation in the study of *muamalah* (social transactions). Muhammad Daud Ali explains that every contract must fulfill the elements of *ijab* (consent), *qabul* (acceptance), a clear object, and be free from prohibited elements.²⁰ Contemporary *muamalah Fiqh* literature such as the work of Wahbah az-Zuhaili also emphasizes that the use of deposited funds (*wadiah*) by the recipient of the deposit falls into the category of *wadiah yad dhamanah*, which causes changes in the law and responsibility for the deposit.²¹ This theoretical framework has direct relevance to the practice of beef *arisan* in Dusun Jimus, because the *arisan* funds are deposited by the community and then used for credit business by the manager.

Understanding *'urf*, or social customs, is also an important middle theory. *'urf* can form the basis for legal determination as long as it does not conflict with sharia principles. Ahmad Mufah Khom's research shows that the practice of *arisan* (a social gathering) for cakes and basic necessities in Jombang is heavily influenced by local traditions, so legal assessments must take into account the social context of the community.²² These findings provide a basis for assessing that the practice of *arisan* (society-based savings and credit) in Dusun Jimus is not only based on economic mechanisms but also on social norms that have been ingrained for years.

The literature on *arisan* (society-based savings and credit) in goods, contracts in *muamalah* (transactions), and sharia principles in collective fund management provides a strong theoretical foundation for assessing the practice of *arisan* (society-based savings and credit) in Dusun Jimus. These studies also demonstrate that *arisan* practices involving the use of funds by managers without explicit contracts require in-depth analysis to determine their compliance with sharia law. The integration of grand theory on the law of origin of *muamalah*, middle theory on *'urf* (property-based transactions) and contracts, and small theories from previous research provides a comprehensive analytical framework for this study.

METHOD

Qualitative descriptive research to understand in depth by exploring the meaning, process, and social dynamics²³ that occur in the practice of beef *arisan* naturally and contextually in the community of Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, East Java. Beef *arisan* has been carried out for generations and is part of the economic tradition of the Dusun Jimus community. The researcher conducted in-depth interviews with the *arisan* manager and several beef *arisan* participants, and direct observation of the *arisan* implementation mechanism, and; reviewed literature on *muamalah Fiqh*, scientific journals, books on Islamic economic law, and previous research results relevant to the research theme.²⁴ Data from interviews, observations and literature were reduced, presented systematically,²⁵ and triangulated to then be analyzed inductively within the framework of Islamic economic law theory.

RESULT

The beef *arisan* (social gathering) in Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, is a collective economic practice that has been ongoing for approximately four years. This practice is participated in by local residents, particularly housewives, with the primary goal of meeting beef needs ahead of *Eid al-Fitr*. The community understands the *arisan* as a means of collective savings to anticipate the price increases that typically occur around the holidays.

Unlike most *arisan* (social gatherings) that use a lottery or a rotating system, the beef *arisan* in Dusun Jimus is conducted without a lottery mechanism. All participants receive their proceeds at the

²⁰ Muhammad Daud Ali, *Pengantar Hukum Islam*, Jakarta: RajaGrafindo Persada, 2016, h. 54.

²¹ Ibid., h. 179.

²² Ahmad Mufah Khom, *Tinjauan Maqashid Syariah pada Arisan Kue Hari Raya dan Sembako*, Skripsi, UIN Sunan Ampel, 2022, h. 4.

²³ Lexy J. Moleong, *Metodologi Penelitian Kualitatif*, Bandung, PT Remaja Rosdakarya, 2017, h. 6.

²⁴ Sugiyono, *Metode Penelitian Kualitatif*, Bandung, Alfabeta, 2020, h. 225.

²⁵ Miles, M. B. dan Huberman, A. M., *Qualitative Data Analysis*, (London: Sage Publications, 2014), h.

same time, two days before *Eid al-Fitr* (D-2), in the form of beef. This mechanism ensures there is no time difference between participants in receiving their proceeds, ensuring that all members are on equal footing.²⁶

Based on interviews and field observations, it was discovered that the beef *arisan* (social savings and credit) system is based on regular weekly deposits. The amount of the deposit is determined by mutual agreement at the beginning of the *arisan*. Deposits are made consistently for approximately eleven months, leading up to the time of beef distribution, just before *Eid al-Fitr*.

The funds collected from all participants are then used to purchase beef in large quantities. Beef purchases are made close to the distribution time to ensure quality and freshness. The amount of beef received by each participant is determined by the total deposit made during the *arisan* period. The community understands this mechanism as a form of collective savings, as participants receive benefits not in installments, but simultaneously at a predetermined time.²⁷

The beef *arisan* (social savings and credit association) is managed by a manager trusted by the participants. The manager plays a key role in coordinating the *arisan* process, from collecting deposits, registering participants, managing funds, to procuring and distributing beef. Community trust in the manager is a crucial factor in sustaining this *arisan* practice.

Research shows that participants' deposits are not only held until the time of beef purchase, but are also used by the manager for household goods credit. The use of these funds is known to the participants and has become a tradition passed down through generations. However, there is no written contract or formal agreement specifically governing the use of these deposits, either regarding limits on use or the distribution of profits.²⁸

Nevertheless, the manager remains fully responsible for returning the participants' funds in the form of beef, as agreed upon. Research has revealed no delays or failures in distributing beef to *arisan* participants. Most *arisan* participants understand the practice of beef *arisan* as a form of shared savings based on mutual trust. Participation in *arisan* is voluntary and without any coercion. Participants' primary motivation for participating in *arisan* is the ease of meeting family consumption needs ahead of *Eid al-Fitr* and the practical benefits of a simple and affordable deposit system.

Participants generally have no problem with the manager's use of the deposited funds, as long as they receive the final proceeds, in the form of beef, as agreed. Close social ties and trust in the manager are key factors in maintaining the stability and sustainability of the *arisan* practice. However, interviews indicate that some participants do not fully understand the contractual aspects and legal implications of using the deposited funds, thus interpreting the *arisan* practice more as a social custom than as a formal economic agreement.²⁹

The beef was distributed directly by the manager to all *arisan* participants according to the amount of their deposits. The distribution process was conducted openly and witnessed by the participants. The distribution was carried out in a relatively short time to maintain the quality of the beef and avoid potential technical issues.

The research results showed that the beef distribution pattern was orderly and did not cause conflict among participants. All participants received their agreed-upon portions, thus empirically demonstrating that the beef *arisan* practice in Dusun Jimus was effective and socially accepted by the local community.

DISCUSSION

Field findings show that the beef *arisan* in Dusun Jimus runs according to the following pattern: First, participants deposit money weekly over a period of approximately eleven months; Second, the manager controls the collected funds; Third, in practice, the manager uses these funds for household

²⁶ Wawancara dengan Ibu Nasikhah, peserta arisan daging sapi di Dusun Jimus, 20 November 2024.

²⁷ Observasi pelaksanaan arisan daging sapi di Dusun Jimus, 20 November 2024.

²⁸ Wawancara dengan pengelola arisan daging sapi Dusun Jimus, 20 November 2024.

²⁹ Burhan Bungin, *Metodologi Penelitian Sosial*, (Jakarta, Kencana, 2015), h. 108.

goods credit business, and; Fourth, approaching *Eid al-Fitr* (H-2) the manager buys beef and distributes it simultaneously to all participants according to the agreement.³⁰ This pattern empirically confirms that the economic relationship that occurs is not a single one, but rather comprises more than one interconnected contractual relationship: the deposit/transfer of funds, the management of funds, and the procurement of goods (meat) to be delivered to participants. From a *muamalah* jurisprudence perspective, this practice is more accurately understood as a functional “multi-tiered contract,” although the community does not refer to it as such.

First, when a participant deposits money, the funds are transferred to the manager, who in practice is not simply held but used by the manager. Within the framework of *Fiqh*, the concept of “depositing money that may be used with the obligation to return” most closely aligns with the concept of *wadi'ah yad adh-dhamānah* (deposit with a guarantee), because the recipient of the deposit has an obligation to guarantee its return.³¹ This conceptual strengthening can be understood in line with Islamic banking practices which permit *wadi'ah* contracts on deposits (savings/current accounts) with the characteristics that funds can be managed and customers have the right to withdraw deposits, while the provision of compensation may not be required and is only voluntary.³²

Second, in the phase leading up to distribution, the manager purchases beef for the participants. Logically, this phase is more accurately interpreted as a proxy (*wakālah*) in the procurement of goods: participants implicitly “represent” the manager to purchase beef from collective funds, then distribute it to them. Thus, the “final product in the form of meat” is not merely a “return of the deposit in another form,” but rather the result of the proxy’s act of proxy procurement. This interpretation of proxy is important because it provides a more orderly logical structure: the funds belong to the participants (collectively), the manager manages and executes the purchase as a proxy, and then hands over the proceeds (meat) to the fund owners (participants).

If this construction is accepted, then the conceptual problem in this practice—namely, “money is deposited but returned in the form of meat”—becomes easier to explain scientifically: what is returned is not the “deposited substance,” but rather the “results of procurement through proxy”; Meanwhile, funds that were originally in the hands of the manager during the *arisan* period can be placed in the *wadi'ah yad adh-dhamānah* corridor or even close to *qardh* (loans) if the use of funds by the manager is carried out as “use of funds with the obligation to return the value.”³³

At this point, this article takes the position that the practice of beef *arisan* in Dusun Jimus is substantially closer to *wadi'ah yad adh-dhamānah* combined with *wakalah* procurement, because there is control of funds by the manager; use of funds during the running period, and; the obligation to guarantee the fulfillment of results to participants. This reading is also compatible with the tendency of contemporary literature that assesses that the practice of *arisan* can be positioned within the spectrum of savings/custody contracts, *qardh*, or a combination of both, depending on the facts of fund management and the form of the manager’s commitment.³⁴

The two main parameters that determine the validity of a *muamalah* transaction at the principle level are willingness (*tarāḍī*) and clarity of commitment (*ta'yīn/ta'rīf*). The Qur'an emphasizes that the transfer of property may not be carried out in a void manner, except through a transaction that takes place based on the willingness of the parties (QS. An-Nisā': 29).³⁵

Based on field findings, the *tarāḍī* element is relatively strong because: participants join the *arisan* voluntarily, understand the purpose of the *arisan* (getting meat before *Eid al-Fitr*), know the

³⁰ Wawancara dengan Ibu Nasikhah, peserta arisan daging sapi di Dusun Jimus, 20 November 2024.

³¹ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*...., h. 3865

³² Dewan Syariah Nasional–MUI, Fatwa No. 02/DSN-MUI/IV/2000 tentang Tabungan, 2000 (ketentuan *wadi'ah* dan larangan imbalan yang disyaratkan).

³³ N. Ainun, “Perspektif Hukum Islam terhadap Praktik Arisan Bersyarat,” *Islamic Circle*, 2023, h. 2–3

³⁴ W. A. Prilasa, “Tinjauan Fikih dan Akad Wadiah terhadap Praktik Arisan sebagai Sarana Menabung,” 2023.

³⁵ Al-Qur'an, QS. An-Nisā' (4): 29.

distribution schedule (H-2), and no significant social objections were found to the *arisan* mechanism.³⁶ In other words, from a consent perspective, the practice operates with social legitimacy.

However, the standard of *tarāḍī* in *muamalah* (transactions) cannot simply be understood as “no protests,” but must be interpreted in conjunction with an element of clarity: willing parties should also have adequate information regarding what is being agreed upon, including their basic rights and obligations. In the practice of Dusun Jimus, there is a gap: the use of funds by the manager for credit businesses is known to be customary, but it is not bound by a clear contractual agreement regarding permission to use the funds; limits on use; risk-bearer in the event of business losses; and the status of “remaining funds” (whether they are *ujrah*, gifts, or surpluses that must be returned).³⁷ This gap is not merely administrative, but also affects the quality of the agreement itself.

In *muamalah* jurisprudence, *gharar* is understood as a form of ambiguity/uncertainty that gives rise to the risk of dispute and injustice. Contemporary literature defines *gharar* as excessive uncertainty that can disrupt the balance of the parties’ rights and obligations.³⁸ In the context of this research, *gharar* does not arise from the “presence or absence of meat” (because actual meat will be purchased), but rather from the following points:

Ambiguity regarding the use of funds during the *arisan* period. Because participants’ funds are used for credit, there is a factual business risk. If this risk is not discussed from the outset, there is uncertainty about who will bear the consequences if the business fails. This ambiguity is a form of *gharar* in terms of liability.

Ambiguity regarding the status of the surplus or “remaining purchase money.” The data found indicates that the remaining money from meat purchases “indirectly serves as a form of compensation for the manager,” even though this was not explicitly agreed upon.³⁹ When the “reward” is not clearly defined, it becomes prone to disputes: on the one hand, the manager feels it is reasonable; on the other, normative transactions demand an explanation of the *ujrah* (price) if it is intended as a wage.

The tension between the value of the deposit and the value of the goods received arises from fluctuations in meat prices. If the amount of meat received by participants remains constant while the price fluctuates, there is the potential for a value imbalance. This imbalance is not automatically haram (forbidden), but it becomes problematic if the parties are not given adjustment options from the outset (for example, adjusting the deposit or adjusting the weight of the meat) and the mechanism for sharp price increases or decreases is not explained. At this point, *gharar* takes the form of unclear “equivalence standards.”

Therefore, stating that “the practice has been running smoothly for a long time” is not sufficient as an indicator of Sharia compliance. It needs to be supported by a contract design that reasonably reduces *gharar*, because *gharar* is prohibited precisely because it opens the door to conflict, not simply because it is “theoretical.”⁴⁰

Issues that frequently arise in the discourse on *arisan* are: does it constitute *qardh* (debt) and does it contain elements of “debt that derives benefits” (*kullu qardin jarra manfa’atan fahuwa riba*)? Literature discussing *arisan* often maps *arisan* within the spectrum of *qardh*, especially when *arisan* uses a lottery and turn-based system.⁴¹

In the case of Dusun Jimus, because there was no lottery and the results were distributed simultaneously, the character of “debt between participants” was not prominent. What was more dominant was the participant-manager relationship. If the participant’s funds were used by the manager, in substance it was close to “borrowing funds” from the participant to the manager (*qardh*) or “wadi’ah with collateral” (*wadi’ah yad dhamanah*). In these two readings, the principle of “debt that brings benefits” is relevant if the lender (participant) determines additional benefits (e.g., more meat or a

³⁶ Wawancara dengan Ibu Nasikhah, peserta arisan daging sapi di Dusun Jimus, 20 November 2024.

³⁷ *Ibid.*,

³⁸ M. I. Afferro, “Dinamika Konsep Gharar dalam Transaksi Keuangan,” *Mal* (Jurnal Fakultas Syariah), 2024, h. 1–2.

³⁹ Wawancara dengan Ibu Nasikhah, peserta arisan daging sapi di Dusun Jimus, 20 November 2024.

⁴⁰ M. I. Afferro, “Dinamika Konsep Gharar dalam Transaksi Keuangan,...”, h. 1-2

⁴¹ W. A. Prilasa, “Tinjauan Fikih dan Akad Wadi’ah....”, h. 42

guaranteed bonus) as compensation for the loan. Contemporary Islamic jurisprudence literature emphasizes that additional requirements in loans constitute a form of usury.⁴²

Based on the findings, there was no explicit agreement that participants must receive “more” than the deposit value as a condition.⁴³ Participants deposit funds to obtain meat as agreed; there are no “additional” clauses required for the loan. Therefore, the indication of usury in the form of “conditional benefits for the creditor” does not appear dominant. What needs to be clarified is the opposite: the manager obtains a benefit (the ability to circulate funds), but this is a benefit for the user of the funds (manager/borrower), not a benefit required for the provider of the funds (participant/lender). In the logic of *qardh*, benefits for the borrower are not considered usury, as long as there are no conditions for the benefit of the lender. However, from a sharia governance perspective, the use of funds should still be within clear permission to prevent *ta'addī* (exceeding the limits) of others' assets.

Based on the analytical construction above, the practice of beef *arisan* in Dusun Jimus possesses several sharia strengths: The goal of *maslahah* (benefit) and socio-economic rationality. *Arisan* serves as a collective instrument to address the spike in meat prices leading up to *Eid al-Fitr*. This aligns with the function of *muamalah* (social transactions) as a means of meeting human needs in an orderly manner, and; Strong social *tarāḍī*. Voluntary participation and minimal conflict indicate social legitimacy and community acceptance.⁴⁴

However, for this practice to not only “work” but also be normatively solid, the following minimal improvements are needed (without drastically changing the tradition): Confirmation of a concise written contract (1 page) based on *wadi'ah yad dhamanah + wakalah*. This simple document contains: the amount of the deposit, the period, the distribution time, the standard weight/type of meat, the adjustment mechanism in the event of extreme price increases/decreases, and the status of the funds if a participant withdraws; Transparency in the use of funds and risk-bearers. If funds are allowed to be used for business, there must be a clause that the manager bears full risk and is obliged to ensure that the meat distribution target is met. This strengthens the character of “*dhamanah*,” Determination of the status of “remaining funds:” *ujrah*, gift, or surplus. If the remaining funds are intended as a manager's salary, then state it as *ujrah* with a clear nominal/formula. Otherwise, the remainder must be returned or allocated for the benefit of the group based on deliberation. In the practice of *wadi'ah*-based savings, the common principle is that rewards should not be conditional and should only be voluntary; These guidelines can be used as a reference for governance to avoid disputes.⁴⁵

With these steps, the practice of beef *arisan* in Dusun Jimus maintains its local character, but becomes stronger in Islamic jurisprudence: the element of *tarāḍī* is maintained, *gharar* decreases, and the certainty of rights and obligations increases.

CONCLUSION

Based on the research results and discussion outlined above, it can be concluded that the practice of beef *arisan* (a social gathering) in Dusun Jimus, Karanganyar Village, Wates District, Kediri Regency, is a contemporary form of *muamalah* (social transaction) born from the social and economic needs of the community, particularly to anticipate rising beef prices ahead of *Eid al-Fitr*. This practice is implemented through a mechanism of periodic deposits, the proceeds of which are distributed in the form of beef to all participants simultaneously, without a lottery or rotation system.

From the perspective of Islamic economic law, the practice of beef *arisan* substantially meets the basic principles of Islamic *muamalah*, particularly in terms of willingness (*tarāḍī*), mutual agreement, and the goal of public welfare. Participants participate voluntarily, understand the overall purpose of the activity, and derive tangible economic benefits. From a contractual perspective, this practice is more accurately understood as a combination of *wadi'ah yad adh-dhamānah* and *wakālah*

⁴² “Fikih Utang Piutang (Bag. 10): Utang yang Mendatangkan Manfaat,” *Muslim.or.id*, 6 Oktober 2025.

⁴³ Wawancara dengan Ibu Nasikhah, peserta arisan daging sapi di Dusun Jimus, 20 November 2024.

⁴⁴ *Ibid.*,

⁴⁵ Dewan Syariah Nasional–MUI, *Fatwa No. 02/DSN-MUI/IV/2000 tentang Tabungan*, 2000 (ketentuan *wadi'ah* dan larangan imbalan yang disyaratkan)

contracts, in which the administrator controls and utilizes the participants' funds, with the obligation to guarantee the fulfillment of the final result, namely beef.

However, this study also identified normative weaknesses in the practice of *arisan* (a small and medium-sized savings and credit unions), particularly the lack of explicit contractual clarity regarding the use of deposited funds, who bears business risks, and the status of remaining funds arising from the difference in beef purchases. This situation creates the potential for *gharar* (unclear) in terms of responsibility and clarity of the rights and obligations of the parties, although empirically it has not yet led to conflict within the community.

Therefore, it can be concluded that the practice of *arisan* (a small and medium-sized savings and credit unions) for beef in Dusun Jimus does not fundamentally conflict with the principles of Islamic economic law. However, improvements are still needed in the formulation of the contract and the transparency of fund management. Confirmation of the contract, both verbally and in writing, along with clarity regarding the status of fund use and managerial compensation are important steps to strengthen legal certainty, reduce the potential for *gharar* (unclear), and ensure that the *arisan* practice operates in line with the principles of Islamic *muamalah* (Islamic transactions) on a sustainable basis.

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