

Implementation of The Salam Agreement and Islamic Business Ethics in Culinary Traders to Improve Customer Trust in The Tegal Harum Market, West Denpasar

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ABSTRACT

The revitalization and digitalization of Tegal Harum Market in Denpasar has resulted in order transactions resembling the Salam contract, hampered by the lack of record-keeping and verbal agreements. This phenomenological study aims to analyze the implementation of the Salam contract, Islamic business ethics, and its contribution to customer trust. Data were collected through interviews, observation, and documentation, then tested using triangulation. This study shows that both digital and conventional transactions do not meet the standards of a pure Salam contract due to the absence of *ijab qabul* (consent) and the flexibility of payment through down payments and installments that approach the *Istisna'* contract in some transactions based on '*urf*' and trust. Nevertheless, Islamic business ethics based on monotheism, trustworthiness, and justice have proven effective in building trust through perceptions of integrity, goodness, and competence of traders. Strengthening the principle of *an-taradin* (mutual consent) through Islamic business ethics is key to maintaining transaction commitment and the sustainability of the traditional market economy in the modern era.

INTRODUCTION

Traditional markets bring traders and customers together face-to-face, so the quality of the transaction determines the level of customer trust. Buying and selling is the process of transferring ownership in accordance with Islamic law, either through the exchange of goods or the payment of money, based on mutual agreement. ¹In the practice of buying and selling, various contract models exist, one of which is the salam transaction. The salam contract is a transaction in which payment is made immediately, while collection of the goods is carried out at a later date according to the agreement. ²

The provisions of the salam contract in DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000 explain that payment is made at the time the contract is agreed upon, while the goods ordered

¹Hariman Surya Siregar and Koko Khoerudin, *Fiqh Muamalah: Theory and Implications*, (Bandung: PT Remaja Rosdakarya, 2019), pp. 115-116

²Ibid, p. 134

must have clear specifications, quantity, quality, and time and place of delivery. However, in market transactions, the application of the salam contract can potentially cause problems if it is not accompanied by clear specifications of the goods, punctuality of delivery, and a trustworthy attitude from the trader. Therefore, the application of the salam contract not only fulfills the aspects of Islamic law, but also directly instills the principles of the pillars of Islamic business ethics.

Islamic business ethics is a set of principles derived from the Quran and Hadith that guide business actors to always behave in accordance with sharia law when conducting economic activities.³ This is based on the words of Allah SWT in the Quran, Surah An-Nisa, verse 29:

O you who have believed, do not consume one another's wealth unjustly, except it be trade by mutual consent. And do not kill yourselves. He was merciful to you.

Meaning: O you who believe, do not consume your neighbor's property unjustly, except by trade by mutual consent. And do not kill yourselves. Indeed, Allah is Most Merciful to you.

Based on QS. An-Nisa verse 29, business activities must be based on the principles of mutual consent and justice, and prohibit all forms of wrongdoing such as hoarding and violation of ownership rights.⁴ The principles of business ethics are key factors in building customer trust in merchants.

The Denpasar City Government is revitalizing Tegal Harum Market to improve the quality of the traditional market, making it cleaner, safer, more comfortable, and more trustworthy. This revitalization focuses not only on physical development but also on changing the mindset of vendors to adopt clean, trust-oriented buying and selling practices, without eliminating the hallmark of bargaining.⁵ Initial findings indicate that some vendors accept orders with an upfront payment system, either in full or with a down payment (DP), as well as a special payment system for repeat customers.

With digitalization, ordering goods via WhatsApp with cashless payments (QRIS/transfer) reflects the characteristics of the salam contract. In practice, merchants and customers are experienced in building trust and maintaining delivery commitments. However, verbal agreements are still encountered without clear written documentation regarding specifications, quantities, delivery times, and payment. This has the potential to create uncertainty that erodes customer trust. Despite revitalization, merchants' and customers' experiences in implementing the salam contract and Islamic business ethics remain understudied. Therefore, this research is crucial to explore the implementation of both in buying and selling practices at Tegal Harum Market, West Denpasar.

³Mutiara Manalu, Nazwa Alpuja Elsa, and Gymnasti Febriani, Islamic Business Ethics, Journal of Economics, Management, and Business Research, Vol. 4, Number 1, 2025. p. 5

⁴Lena Ishelmiani Ziarahah and Rosihon Anwar, Mudharabah Contract and Its Relevance to the Interpretation of the Qur'an, Surah An-Nisa, Verse 29, Concerning the Prohibition of Seeking Wealth by False Means, Jurnal Ilmu Islam Rayah Al-Islam, Equality: Journal of Islamic Law (EJIL), Vol. 1 No. 1, July-December 2023, p. 33

⁵Denpasar City Government, "Jaya Negara Lays the First Stone for the Revitalization of Tegal Harum Village Market", denpasarkota.go.id (online), (<https://www.denpasarkota.go.id>, accessed January 27, 2026)

RESEARCH METHODS

This study uses a qualitative approach and a phenomenological method to explore the practice of the salam contract, the application of Islamic business ethics, and the level of customer trust in Tegal Harum Market. Informants were selected through purposive sampling, involving traders and customers who actively make orders. The main focus of this research analysis is directed at the order transaction mechanism with full payment upfront, which is considered to represent the salam contract scheme within the framework of Islamic economics. Data collection techniques include in-depth interviews, participatory observation of buying and selling interactions, and documentation of transaction records. To ensure the credibility and validity of the findings, data testing was conducted through source triangulation techniques. Furthermore, the data were analyzed descriptively using the interactive model of Miles and Huberman in Sugiono's research, which includes the stages of data collection, data reduction, data presentation in the form of a systematic narrative, and drawing conclusions to answer the research problem formulation.⁶

RESULTS AND DISCUSSION

A. Implementation of Salam Contracts among Traders at Tegal Harum Market

Amidst the variety of instant messaging apps available, WhatsApp has become a primary medium for merchant communication and marketing due to the convenience of instant messaging services, which are increasingly popular for transactions.⁷ Based on observations, culinary vendors consistently implement the following order flow through this app:

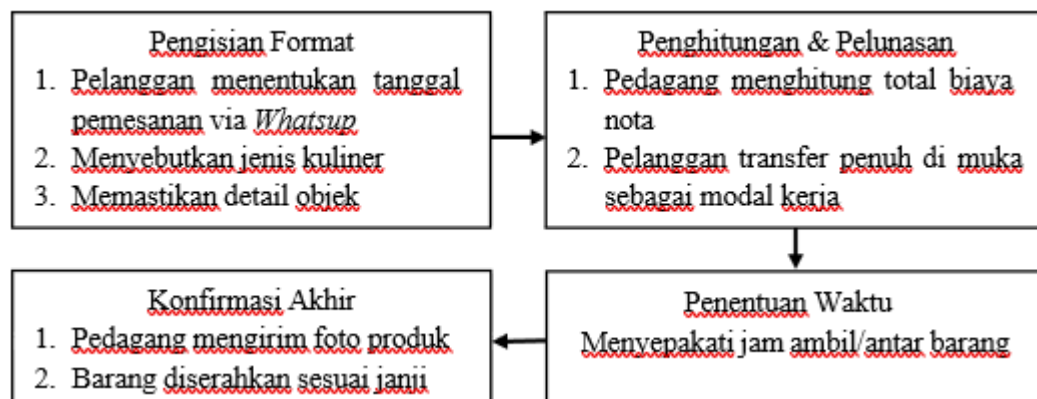


Figure 1. Flowchart of Salam Contract Implementation via WhatsApp

Source: Processed Independently

⁶Sugiyono, *Qualitative Research Methods*, (Bandung: Alfabeta, 2024), pp. 132-142

⁷Ayu Puspita Sari, *The Use of Instant Messaging (WhatsApp) as an Online Merchandise Promotion for Resellers (Case Study of Filmy Shop, Bone Regency)*, Thesis (Bone: Faculty of Ushuluddin and Da'wah, IAIN Bone, 2020), p. 56

Based on results observation , part big transaction order Still walk through interaction direct in a way face face in the market, such as channel following :

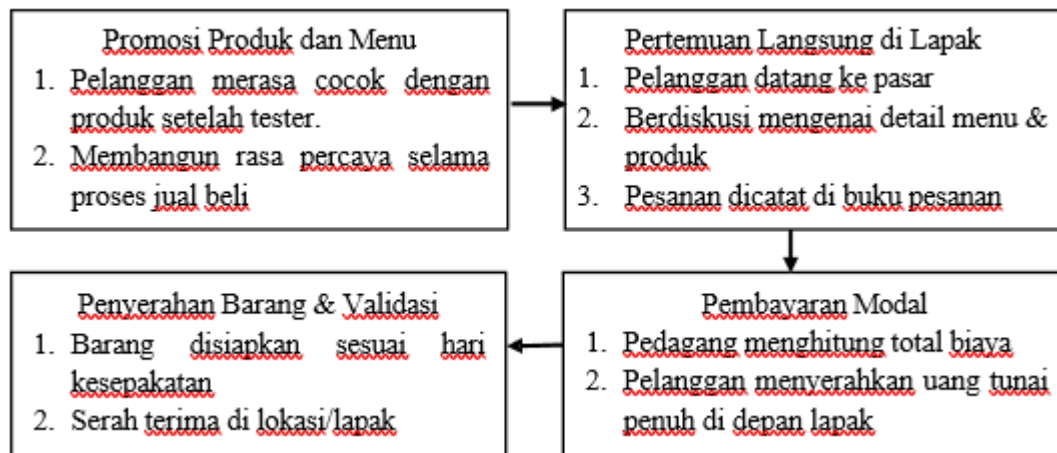


Figure 2. Flowchart of Direct Application of Salam Contract

Source: Processed Independently

Based on the results of field observations and analysis of trading activities in the market, the following is a summary of the comparison of transaction characteristics between the use of digital media (WhatsApp) and conventional methods (face-to-face) from the previous chart:

Table 1. Comparison of Transaction Characteristics

Aspect Comparison	Transaction Via <i>WhatsApp</i> (Digital)	Face Advance in Stall (Conventional)
Marketing	Catalog digital (Photo product) via gadget	Promotion organic & relation direct
Media & Interaction	Message instant distance Far	Face advance (<i>face-to- face</i>)
Patterns & Recording	Format digital & <i>chat history</i>	Discussion oral & book order physique
Payment	Transfer at the beginning (<i>ra's al-mal</i>) and sometimes Cash on Delivery (<i>COD</i>)	Cash full in stall
Validation & Submission Accept	Confirmation Photo product & send and sometimes <i>COD</i>	Check physique & hand over accept at the stall

Trend Contract	<i>Greetings & Al- Istishna ' (Pre- order)</i>	Sell buy conventional (<i>ready stock</i>)
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Source: Processed data, 2026

Referring to research indicators, the dynamics of transactions taking place in the field can be described in more detail into several main components to see their conformity with the principles of muamalah, including:

1. Payment Terms

Based on DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000, salam payments require clarity of payment instrument (tsaman) and cash payment at the outset. At Tegal Harum Market, this rule is flexibly implemented through cash and non-cash payments (transfer/QRIS). For new customers, traders carefully implement full upfront payment according to the salam contract scheme. Conversely, for existing customers with a strong track record of trust, concessions are applied in the form of down payments or a term system that shifts the transaction to an istishna' contract.

Payment flexibility for existing customers is justified by the instrument of 'urf tijari (local trade customs). According to Himatun Choiriyah, a custom is recognized as 'urf tijari if it is repeated, widely known to the public, and serves as the basis for justification in a fatwa.⁸ The findings at Tegal Harum Market offer an interesting comparison when juxtaposed with previous research by Yusnaeni on the tebas berpanjar (buying and selling) system. In her research, the practice of down payments and the lack of clarity regarding the quality and quantity of goods were deemed not to fully fulfill the salam contract. Conversely, the practice at Tegal Harum Market shows that in certain transactions, full payment is made in advance with clear and mutually agreed-upon product specifications, thus being considered closer to the pure characteristics of the salam contract. Nevertheless, the existence of variations in payment in the form of down payments and installment systems for certain customers indicates that the practice in the field remains flexible and is not completely bound by the standard salam contract payment pattern.⁹

2. Terms of Goods

The practice of digital transactions at Tegal Harum Market aligns with Martiananda Romadhan's research on the Bukalapak marketplace, which found that the use of digital media is characterized by a salam contract that focuses on upfront payment and later delivery of goods.

⁸Himatun Choiriyah, Analysis of the Existence of Urf Tijari in the Fatwa of the National Sharia Council-Indonesian Ulema Council, (Semarang: Faculty of Sharia and Law, 2019), p. 57

⁹Yusnaeni, Implementation of the Salam Contract in Banana Buying and Selling Transactions with the Tebas Berpanjar System (Case Study in Sampa Village, Bajo District, Luwu Regency), (Palopo: Faculty of Sharia, IAIN Palopo, 2025), pp. 77-81

¹⁰Referring to DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000, the object of the salam contract requires future delivery with a clear time and location at the outset, prohibiting the sale of goods before full receipt (qabadh), and prohibiting unilateral exchange.

Transparency of information provided by sellers, both directly on the site and through photo visualizations via WhatsApp, is key to complying with sharia regulations regarding the ordered item. Honest descriptions and clear product visualizations effectively eliminate any element of uncertainty (gharar). Furthermore, when sellers and customers agree on a time and location for product pickup via chat or live chat, the requirement for clarity regarding the delivery time is legally met. Consequently, this combination of face-to-face communication and digital services ensures that all provisions in the salam contract are implemented effectively.

3. Delivery of Goods

Based on DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000, the delivery of salam goods requires sellers to adhere to the time, quality, and quantity of orders, as well as maintain price stability without any unilateral additional costs when quality is improved or price cuts when receiving lower quality. In practice at Tegal Harum Market, this provision has been implemented very well through proactive steps by traders in providing transparent estimates and ensuring the availability of raw materials to eliminate the risk of delays.

Coordination through WhatsApp also allows vendors to fulfill orders early, especially to meet pre-dawn order targets, without incurring additional costs. Furthermore, the commitment to price stability remains consistent. When vendors take the initiative to improve product quality, such as by increasing portions or improving packaging, prices remain stable without any additional charges. Likewise, customers conscientiously tolerate minor deficiencies without unilaterally demanding discounts.

4. Contract Completion

Referring to the provisions of DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000, the settlement of contracts (faskh al-aqd) due to delays or non-conformity in the quality of goods is regulated fairly through the right of khiyar. Customers have the right to choose between canceling the contract to withdraw the full funds (refund), or providing tolerance in the form of an extension of the waiting time until the order is available according to specifications. In practice at Tegal Harum Market, the implementation of this right of khiyar is clearly seen when traders proactively offer full refunds or exchanges of goods when technical problems occur.

This responsible response ensures that the principle of mutual consent (an-taradin) is maintained fairly and within the bounds of Islamic law. However, field findings also indicate a phenomenon of passive acceptance by some customers, who choose to tolerate shortcomings to avoid complications. From a muamalah jurisprudence perspective, this kind of consent born

¹⁰Martiananda Romadhan, Analysis of the Application of the Salam Contract in Online Buying and Selling at the Bukalapak Marketplace Based on Islamic Economic Principles, (Yogyakarta: Faculty of Islamic Studies, UIN Yogyakarta, 2022), p. 79

of compulsion has the potential to become a false consent that can erode trust and sever future business ties, leading customers to switch to other stores. Therefore, merchants are required to always prioritize accuracy in the production process to prevent product defects and maintain the full validity of transactions.

B. Implementation of Islamic Business Ethics by Traders at Tegal Harum Market

Today, customers no longer solely consider quality and price competitiveness, but are also increasingly selective and critical of the ethical values implemented by businesses in their transactions.¹¹ The successful implementation of Islamic business ethics at Tegal Harum Market is determined by the traders' daily morality, where the values of monotheism, trustworthiness, and justice (al-'adl) are embodied in customer service and a commitment to avoiding usury, gharar, and maysir.

1. Monotheism

Tawhid is the foundation of Islamic economics, requiring every business activity to be in accordance with sharia, while simultaneously instilling an awareness of God's oversight (muraqabah), so that the market is understood as a field for seeking rewards, not merely materialistic. According to Anjani et al., the creed of tawhid requires sincerity of intention (niyyah) in business, so that Muslim businesspeople's efforts are always oriented towards seeking God's pleasure, not merely pursuing worldly gain.¹²

The traders' openness and trustworthy attitude demonstrate that their businesses are imbued with the values of monotheism, where the business orientation shifts from merely pursuing material gain (profit-oriented) to seeking blessings (barakah-oriented) through the intention of worship and charity. Honesty in conveying product quality without concealing defects is born from a strong belief that sustenance has been determined, so that honesty will not diminish their economic rights. The consistent application of monotheism also provides psychological peace for customers, who feel safe knowing Muslim traders and comfortable interacting with business actors who have a moral responsibility to God, so that the practice in the field successfully combines the principles of divinity (hablum minallah) and humanity (hablum minannas) harmoniously.

2. Trust and Responsibility

Amanah (trustworthiness) implies the obligation of every individual to wholeheartedly uphold the trust placed in them while fulfilling their responsibilities optimally. In practice, the steadfast commitment of traders to consistently maintain the authenticity of their products is a concrete manifestation of this trustworthiness in fulfilling customer trust. This aligns with Intan Qurratulaini's view that honesty and trustworthiness are pillars of Islamic economic philosophy

¹¹Khairiyah Fikri Azzahra and Juliana Putri, The Role of Islamic Business Ethics in Increasing Consumer Trust in Sharia MSMEs, *Journal of Business and Management (JURBISMAN)*, Vol. 3, No. 2, June 2025, p. 546

¹²Anjani Kurnia, et. al, "Tauhid as the Foundation of Islamic Business," *At-Tarbiyah: Journal of Islamic Religious Research and Education*, Vol. 3, No. 1, 2025, p. 648

that must underlie all economic activities, as exemplified by the Prophet Muhammad (peace be upon him).¹³

Transparency, punctuality, and communicative, solution-oriented actions when facing challenges demonstrate that merchants wholeheartedly uphold their trustworthiness. Through this moral responsibility, customers' economic rights are fairly protected under the principles of muamalah, alleviating any concerns. This consistent integrity and excellent service ultimately create a secure, anxiety-free transaction ecosystem and strengthen customer loyalty in the marketplace.

3. Fairness in Transactions

Fairness in transactions is a fundamental principle of Islamic business ethics, prioritizing balance, fairness, and integrity in every economic interaction. According to Siregar et al., fairness is a fundamental pillar of muamalah (transactional practices) that must be present in every transaction to prevent losses and realize the common good.¹⁴ The implementation of the principle of fairness at Tegal Harum Market is reflected in the harmonious combination of equal service and fair commercial incentives, where traders serve every customer in a friendly and equal manner, regardless of purchase quantity.

Offering bonuses or discounts to loyal customers is also positioned as proportional (distributive) justice to reward loyalty and maintain long-term relationships. Field observations demonstrate the maintenance of social order through first-come, first-served service and transparent, stable product sizes without manipulation. This combination of equal interaction, fair incentives, and operational honesty demonstrates that trading practices in this market successfully realize the common good fairly and objectively without harming any party.

4. Prohibition of Riba, Gharar, and Maysir

In Islamic business ethics, a transaction must be free from three main elements: usury (riba), gharar (gharar), and maysir (gambling). Research at Tegal Harum Market shows that these three negative elements are successfully avoided thanks to a commitment to transparent pricing, clear product criteria, and open communication between traders and customers.

a. Usury

Linguistically, riba means additional, which is prohibited in Islamic economics because it exploits others. Pricing practices at Tegal Harum Market are based purely on external factors such as fluctuations in raw materials or quantity increases at the request of buyers. This nominal increase is legitimate as compensation for the value of the goods ('iwad), not a unilateral increase without compensation that would lead to riba. The merchant's attitude of covering a small fee for customer convenience also keeps the business from greed and potential fraud.

b. Gharar

¹³Intan Qurratulaini, The Values of Honesty and Trustworthiness in Islamic Economics and Business, Al-Iqtishadiyah: Journal of Islamic Economic Law, Vol. 5, No. 1, 2024, p. 98

¹⁴Idris Siregar, Ukok Kurnia Meliala Hasibuan, and Hazriyah, Basic Principles of Muamalah in Islam, Journal of Education, Language, Literature and Culture (MORPHOLOGY), Vol. 2, No. 4, 2024, p. 117

Gharar refers to uncertainty or excessive speculation in transactions. In practice, this risk is minimized through adaptive confirmation, such as providing flavor samples or digital visuals for special orders to eliminate ambiguity about the object of the contract (gharar fil wasf). Meanwhile, for repeat customers, the lack of detailed questions is not a violation of the rules because the principle of willingness (antaradin) and a track record of trust have fulfilled the elements of clarity in a makruf manner.

c. Maysir

Maysir is an illegal form of speculation or gambling in business. Traders in this market avoid it through proactive digital coordination when stock issues arise. Solutions such as offering alternative products or sourcing items from fellow sellers demonstrate that transactions are based on genuine effort, not speculation. Customers also have full control over consciously selecting replacement products, thus freeing transactions from any element of gambling.

C. The Contribution of Salam Contract and Islamic Business Ethics in Increasing Customer Trust

In order-based transactions, trust is key to customer loyalty. In the Salam contract, where payment is made upfront and the goods are delivered later, the application of Islamic ethics has been proven to build a reputation and trust that gradually grows through three main factors: the perception of the merchant's integrity, benevolence, and competence.

1. Perception of Integrity

Perceptions of integrity refer to customers' assessments that merchants consistently keep their promises, behave ethically, and uphold honesty in accordance with moral principles. In practice, open information and transparent pricing from the initial interaction reflect the principle of honesty, which fosters positive customer perceptions that transactions are conducted without any cover-ups. According to Salfianur et al., implementing bay' al-salam requires merchants to be transparent with information, balanced with customers' active verification before deciding to transact.¹⁵

Quality control in this transaction is a two-way street. On the one hand, the merchant is committed to maintaining quality; on the other, the customer actively checks the condition of the goods received, from neatness to taste. In Islamic transactions, the alignment between the promises made at the beginning of the contract and the actual delivery of the goods is a clear demonstration of true moral integrity. Through a commitment to refrain from manipulating measurements or quality, the customer's economic rights are fully fulfilled and all forms of fraud are avoided.

2. Perception of Goodness

Perceived benevolence reflects the belief that partners are motivated to benefit others, especially when new situations arise or formal responsibilities are not yet established.

¹⁵Salfianur, Nurwahida, Srianti Permata, and Muhammad Ikbil, "Implementation of Islamic Traders' Business Ethics in Bay' al-Salam Transactions," *Asy-Syarikah: Journal of Islamic Financial, Economic, and Business Institutions*, Vol. 3, No. 1, 2021, p. 58

According to Gunarso et al. (2020), benevolence encompasses genuine good intentions without harming partners, which in business is reflected in a seller's commitment to satisfying customers for mutually beneficial conditions.¹⁶

The vendors' sincerity, through a warm welcome and inclusive attitude, provides psychological comfort, which, in the ethics of transactions, is a noble virtue that fosters trust before a contract is reached. This is reinforced by their moral responsibility to maintain cleanliness, taste, and timely delivery via WhatsApp, demonstrating a focus on consumer well-being over personal gain. Through excellent service and affordable prices, vendors prioritize the safety and economic well-being of customers within the market ecosystem.

3. Perception of Competence

Competence refers to the tangible ability to solve problems and meet customer needs through expertise, technical capacity, and characteristics that build credibility in one's field. In terms of operational capacity, the ability to manage time and complete urgent orders in a timely manner demonstrates a high level of discipline and mastery of workflow, providing efficiency and psychological peace of mind for customers.

Furthermore, in terms of technical expertise, traders are able to maintain standardized taste, portion sizes, and cleanliness amidst large production volumes, while consistently reducing the risk of quality control decline. This combination of disciplined punctuality and mature technical production skills strengthens operational capabilities, meets customer expectations, and strengthens trust in the agreed-upon contracts.

CONCLUSION AND SUGGESTIONS

This study aims to analyze the application of Islamic principles by traditional market traders in serving orders to build customer trust. Observations and interviews indicate that the orientation of commerce extends beyond seeking material profit, but also prioritizes honesty and customer satisfaction to foster strong trust. The conclusions of this study are as follows:

1. The implementation of the salam contract at Tegal Harum Market, both via WhatsApp and in-person, has met the agreed specifications and delivery of goods. However, the practice does not fully comply with DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000 because the *ijab qabul* (contract) is not explicitly stated, there is a lack of written agreement, and the reliance on tradition ('urf) and payment flexibility (down payment/term).
2. The implementation of Islamic business ethics is realized through four pillars of daily morality: a tawhid-based barakah orientation (*muraqabah*), fulfillment of mandates in the form of consistent feelings and solution-oriented communication, proportional justice

¹⁶Lidya Gunarso, Jeremy Andriano, and Sabrina O. Sihombing, The Relationship Between Company Ability, Benevolence, and Integrity to Customer Trust and Participation: An Empirical Study on Tokopedia, *Muara Jurnal Ilmu Ekonomi dan Bisnis*, Vol. 4, No. 2, 2020, p. 333

without discrimination, and sterilization of transactions from usury, gharar, and maysir through transparency of prices and real products.

3. The contribution of the salam contract and Islamic business ethics to building customer trust is achieved through three dimensions: integrity built from fulfilling transaction promises, benevolence through sincerity and psychological comfort, and competence demonstrated through operational professionalism and stable product quality on a large scale. This integration of Sharia values successfully reduces the risk of uncertainty and fosters long-term partnership loyalty.

Based on the findings and analysis regarding the practice of salam contracts and Islamic business ethics in Tegal Harum Market, the following are the research conclusions and suggestions:

1. For Market Unit Managers (Managers)

Market managers are expected to provide outreach and guidance regarding the salam contract in accordance with DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000, particularly emphasizing clarity of the *ijab kabul* (contract of sale), product specifications, price, and delivery time, while also providing fair mediation. Managers can also provide complaint or mediation channels to help resolve disputes between traders and customers fairly.

2. For Market Culinary Traders

Merchants are advised to emphasize the implementation of the *ijab qabul* (contract of sale), both in person and via WhatsApp, through a clear statement of agreement and recording the order details. This way, transactions are not based solely on custom (*'urf*) and belief, but rather on a clearer agreement and in accordance with the provisions of the salam contract, thereby maintaining customer trust.

3. For Customers

Customers are expected to actively ensure a clear agreement regarding specifications, price, and delivery time before making a transaction. If there are any discrepancies or delays, customers are expected to immediately report them to the merchant so they can be resolved through mutual agreement.

4. For Further Research

Future researchers are advised to examine the aspects of *ijab kabul* in more depth in digital and conventional transactions, and expand the scope to different business commodities.

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