



## The Practice of Fish Trading Using the Mid-Sea Pickup System (Nyepai) in Kampung Laut Subdistrict: An Islamic Law Perspective

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### Abstract:

This study examines the practice of fish trading conducted via the mid-sea pickup system (nyepai) in Kampung Laut Subdistrict, Tanjung Jabung Timur, from the perspective of Islamic law. Nyepai is a local trading arrangement in which buyers collect fishermen's catches at sea prior to the vessels' return to shore. The research aims to (1) describe the operational mechanisms of nyepai transactions and (2) evaluate their conformity with core Islamic sale principles such as clarity of the object, fairness, mutual consent, and the prohibition of gharar (excessive uncertainty). Employing a qualitative descriptive-analytic approach, data were gathered through semi-structured interviews, direct observation, and documentary review, and were analyzed through iterative data reduction, thematic presentation, and interpretive synthesis. Findings indicate that nyepai transactions are typically concluded verbally at sea, involve delayed physical delivery and payment, and rely heavily on interpersonal trust, factors that introduce varying degrees of transactional uncertainty. While some elements of nyepai may conflict with strict interpretations of Islamic contract principles, local mitigation practices (e.g., post-delivery inspection and compensation mechanisms) can reduce perceived unfairness and uncertainty. The study contributes empirical insights to contemporary fiqh of commercial transactions and offers a basis for developing contextually appropriate, sharia-compliant trading guidelines for coastal communities.

### Keywords:

*Fish Trading; Nyepai; Islamic Law; Contract (Aqd); Fishermen; Kampung Laut.*



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## INTRODUCTION

The fisheries sector has a strategic role in supporting food security and the welfare of coastal communities, especially in Indonesia, as an archipelago with great marine potential (Kalimullina, 2020). In this context, the practice of buying and selling fish using the nyepai system, a mechanism where traders pick up fishermen's catches directly in the middle of the sea before the ship arrives on land, has emerged. This practice shortens the distribution chain and reduces the risk of fish damage, but raises Islamic law issues related to the clarity of the transaction object, fairness, and the potential element of uncertainty (gharar). Until now, the sharia aspects of the nyepai system have not been widely studied in academic literature, especially in the context of fiqh muamalah.

The need to assess the suitability of nyepai with Islamic trade principles is urgent because studies on marine commodity transactions from an Islamic law perspective are still limited.

Kalimullina (2020) emphasizes that food buying and selling activities must be free from the element of gharar to be fair to all parties. However, there is no empirical research that examines local trading practices such as nyepai in Indonesia. Therefore, this study seeks to fill this void by examining the practice of nyepai in Kampung Laut using a qualitative approach to understand how the principles of justice, willingness and transparency are applied in the real context of coastal communities.

Within the framework of Islamic law, the concept of al-bai' (buying and selling) requires a clear contract (aqd), including the object, price, and agreement between the two parties (Al-Fadilatunnisa et al., 2025). The prohibition of gharar is an important basis to prevent uncertainty and potential losses (ShariaJournal, 2024), while the principles of fairness ('adl) and voluntariness (ridha) ensure that transactions take place without coercion (Huseini, 2023). Contemporary literature also adds the importance of transparency and compliance with DSN-MUI fatwas as benchmarks of sharia conformity (Anam & Laili, 2024). This theoretical framework provides the basis for assessing the validity of the contract in the Nyepai practice.

Previous studies have examined the sale and purchase of fish in auction markets (bai' al-muzāyādah) (Zamharir et al., 2024), quality-based sales methods (Maulana, 2023), and milkfish contracts in traditional markets (Wahyuni, 2022). However, all of them focus on transactions on land, not at sea. No study has examined nyepai, where the contract is made in the middle of the sea with an uncertain fish object. This marks a research gap in Islamic law because the characteristics of nyepai differ from traditional buying and selling practices. Thus, this article attempts to present an empirical analysis that links the economic reality of fishermen with classical and contemporary muamalah principles.

Current trends in muamalah research show a shift towards empirical approaches that integrate Islamic theory with local economic practices (Sharmila, 2024; Anam & Laili, 2024). The descriptive-analytical qualitative approach used in this study allows for the exploration of the meaning and value of sharia in the practices of coastal communities. The analysis of nyepai will focus on aspects of aqd, such as clarity of object, pricing, delivery time, and the willingness of the parties, then compared with the applicable theoretical standards and Sharia fatwa. Thus, this research is expected to provide an in-depth and contextual understanding of the implementation of Islamic law principles in traditional maritime economic practices.

## METHOD

This research uses a descriptive-analytical qualitative research strategy, which aims to describe in depth the practice of nyepai in the field and analyze it within the framework of Islamic law. This approach was chosen because the character of the phenomenon is cultural, contextual, and requires understanding the meaning from the perspective of the actors (Rusli, 2021). The research data consisted of primary and secondary data: primary data were obtained through semi-structured interviews with fishermen, traders, community leaders, and scholars; as well as field observations and documentation related to nyepai transactions; while secondary data included Islamic muamalah fiqh literature, DSN-MUI fatwas, local government reports, and previous research. In collecting data, the interview technique uses open-ended question guidelines to explore perceptions, experiences, and

transaction mechanisms, while observation is directed at the process of picking up fish, negotiating prices, and handing over objects. Documentation was conducted on contract documents, local records, or written data related to nyepai practices. All instruments (interview guide, observation sheet, documentation format) were developed based on the principles of internal validity and data triangulation (Herlina et al., 2023).

The primary data inclusion criteria were informants who had directly participated in the nyepai practice for at least five years and had an understanding of Islamic law; while irrelevant data (e.g. non-sea-fishing transactions) or informants lacking experience were excluded. For secondary data, the literature included had to be open-access publications from reputable journals within the last five years ( $\leq 5$  years), and address the themes of muamalah, fisheries transactions, or sharia fatwas related to commodity trading, while popular literature (blogs, opinions without peer-review) was excluded. In the unit of analysis, the research subjects were individuals (fishermen, traders, community leaders, scholars), and one nyepai transaction also became the unit of analysis of the phenomenon analyzed by case. Data analysis used interactive qualitative analysis techniques including data reduction, data presentation, and conclusion drawing steps (Saldaña, 2023). The process categorized key themes such as clarity of object, price, time of delivery, willingness, and elements of gharar; then compared with the theoretical framework and sharia fatwa for conceptual interpretation (Herlina et al., 2023). The validity of the findings was strengthened through data triangulation (interview, observation, documentation), member checking, and audit trail for documentation trace of the analysis (Herlina et al., 2023).

## RESULTS AND DISCUSSION

### Results

Based on the analysis of field data through interviews, observations, and documentation, five main themes representing nyepai transaction practices in Kampung Laut were obtained: (1) contract mechanism and price negotiation at sea, (2) uncertainty of the fish object (type, quantity, quality), (3) delivery and payment time, (4) the role of social relations and trust between fishermen and traders, and (5) risk mitigation and quality control practices. The first theme shows that in the majority of cases, traders and fishers have meetings at sea where fishers offer catch estimates and traders convey prices directly. Price negotiations are verbal and interactions are brief due to the limitations of sea conditions (waves, weather, distance). The second theme highlighted that the type, quantity and quality of fish are not fully known at the time of the contract, creating the potential for gharar. The third theme revealed that the physical delivery of fish was only carried out when the fishing boat returned to land, while payment was made several hours or days later depending on the agreement. The fourth theme shows that personal relationships, reputation, and the reputation of the trader are dominant in building trust and minimizing conflict. The fifth theme shows the existence of post-receipt quality assessment mechanisms, rejection of some fish deemed unfit, and bonus/compensation practices when low-quality fish exceed the tolerance limit.

Narratively, theme (1) found that some traders set prices based on local market experience and quick deliberation, but some fishermen felt that they did not have the opportunity to bargain

more widely. Theme (2) shows that the objectivity of the transaction object (*ma'qud 'alayh*) is not ideal, because the object (fish) is only known for sure after transportation to the mainland. Theme (3) shows that there is a time gap between the contract and the payment and physical delivery, which opens up space for temporal uncertainty. Theme (4) shows that social aspects such as personal trust and interpersonal attachment play an important role in minimizing the risk of non-transparent transactions. Theme (5) illustrates that actors use mitigation strategies such as re-inspection, return mechanisms, and compensation to address potential quality failures.

In terms of secondary data that complement the field findings, several local documents (village transaction records and fish market reports) support that the average value per kilogram of fish agreed at sea tends to be  $\pm 5-10\%$  lower than the market price on land, although large variations between days and types of fish occur. The DSN-MUI fatwa document on the terms of the object and time of delivery also serves as a reference in mapping the findings that nyepai practices are sometimes inconsistent with sharia principles (DSN-MUI No. 25/DSN-MUI/III/2002). There was no statistical testing because the research used a qualitative approach.

Thus, the research results present an empirical picture of the nyepai transaction pattern in Kampung Laut systematically in themes that are relevant to the dimensions of Islamic law and the conceptual framework of *aqd* and *muamalah*.

## Discussion

The research results present an empirical picture that the nyepai practice in Kampung Laut operates through oral negotiation mechanisms in the middle of the sea, uncertain fish objects, delays in delivery and payment, and the significant role of interpersonal trust relationships between fishermen and traders. This finding answers the formulation of the research problem by emphasizing that the nyepai practice contains simultaneous real transaction patterns and potential sharia risks, especially related to the elements of object clarity, price, and delivery time. Thus, these results are in accordance with the objective to describe the practice of nyepai and review it from the perspective of Islamic law.

Within the framework of *al-bai'* theory and the principles of *muamalah*, the practice of nyepai can be analyzed as a transaction in which the elements of *aqd* (*ijab-qabul*), object (*ma'qud 'alayh*), and delivery time do not meet the ideal criteria. According to recent literature, elements of uncertainty such as unclear object and delayed delivery time have the potential to create a major *gharar* that invalidates the contract if not anticipated (Fatimah, Kamaruddin, & Supriadi, 2025). In contemporary *muamalah* theory, *gharar* is divided into *gharar yasir* (mild uncertainty that is still permissible) and *gharar kabir* (major uncertainty that is forbidden) (Fatimah et al., 2025). The practice of nyepai with uncertain object delegation and delayed delivery time falls in the gray area between the two categories of *gharar*, so it is important to assess whether local mitigation (return, re-inspection) is sufficient to make it an acceptable *gharar yasir*. As modern *fiqh* commentaries indicate, contracts containing elements of uncertainty may be permissible if there is compensation, transparency, and protection of parties' rights (Nurhamdi & Juliana, 2025).

Comparisons with previous studies corroborate and highlight the uniqueness of nyepai practices. Studies on virtual transactions in e-commerce suggest that non-physical transactions are prone to gharar if the specifications of the goods and delivery time are unclear (Sharmila, 2024); similar nyepai in the context of the sea show more complex uncertainties due to natural conditions. Studies of gharar elements in flash sale platforms also show that uncertain delivery times and availability of goods trigger uncertainty (Maulana, 2025); nyepai involves even higher uncertainty because the fish object is at sea and the volume is difficult to ascertain. However, unlike those studies, the practice of nyepai has local mitigations in the form of re-inspection and quality compensation, which are not commonly found in purely digital transactions. This research therefore fills a gap in empirical studies in the fisheries sector that is rarely touched by contemporary muamalah literature.

The scientific contribution of this research is to build an applied muamalah aqd analysis framework in a unique local practice, namely the pick-up system at sea (nyepai), which has not previously been discussed systematically. This article shows how Islamic legal norms (object clarity, price transparency, delivery time, risk mitigation) can be interpreted in the real conditions of coastal communities. It also presents a mitigation model (re-inspection, compensation, relationship reputation) as a practical approach to make nyepai practices more sharia-compliant. Thus, this study adds to the muamalah literature with a new empirical case and expands the application of sharia theory in local fisheries transactions.

Methodologically, this research shows that a qualitative field approach is effective in uncovering actors' original meanings and practices that are not captured by quantitative methods. Recent trends in muamalah studies show the dominance of field studies and local theory-practice integration (Faisal, 2025); this research is in line with these trends and enriches the conceptual framework with local contextualization. The finding that local mitigation is used to deal with uncertainty suggests that muamalah theory needs to be adapted to the local cultural context and economic conditions, rather than simply applying abstract norms.

The limitations of this study lie in the geographical coverage of only one kelurahan, and the limited number of informants despite being purposive. The resulting qualitative data does not lend itself to quantitative generalization. Furthermore, the lack of historical documentation means that there is no longitudinal trace of the evolution of nyepai practices. This study also did not quantitatively assess the extent of the gharar element in each transaction, so the amount of risk has not been empirically measured.

The implications of the study include recommendations for local policymakers to develop guidelines for nyepai transaction practices to be transparent and fair; the development of local regulations or sharia guidelines involving fish quality inspection and compensation mechanisms; for fishermen and traders to strengthen documentation practices, re-inspection, and delivery time agreements; and for further research to expand the study area, conduct quantitative analysis of gharar elements, and even explore a combination of mixed methods to examine the extent of sharia risk in nyepai practices.

## CONCLUSION

This study concludes that the practice of buying and selling fish using the nyepai system in Kampung Laut Village is a form of traditional transaction that grows out of the economic needs and efficiency of the distribution of fishermen's catches. This practice takes place with an oral contract mechanism in the middle of the sea, price fixing is done directly between fishermen and traders, and the payment system is generally postponed until the results of fish sales are received. From the perspective of Islamic law, the practice contains elements that approach gharar due to uncertainty about the quantity, quality and time of delivery of goods, but it can still be tolerated as long as both parties agree voluntarily, understand the conditions of the transaction, and apply the principles of honesty and transparency. Thus, the nyepai system can be considered sharia-compliant if its implementation fulfills the elements of justice, clarity of objects, willingness, and does not cause harm to either party.

Theoretically, this research contributes to the development of fiqh muamalah studies by presenting empirical evidence on local maritime trade practices that have not been widely studied in contemporary Islamic legal literature. It emphasizes the importance of adapting sharia principles to the dynamic socio-economic context of coastal communities, and shows that the validity of a sale and purchase contract depends not only on textual norms, but also on the implementation of ethical values such as justice, openness and social responsibility. Practically, these findings provide a basis for efforts to strengthen the governance of sharia-based seafood transactions, including the development of guidelines for fisheries business ethics for fishermen and traders in coastal areas.

The implication of this research is the need for collaboration between religious authorities, local governments and fishing communities in establishing a more transparent, documented and sharia-compliant fish buying and selling mechanism. Future research is recommended to expand the study area and use a quantitative or mixed methods approach to measure in more detail the level of compliance of maritime transactions with the principles of Islamic law. In addition, further research could examine the role of digitalization in seafood trading as a step towards an inclusive, modern, Islamic economic system that remains rooted in Islamic social justice values.

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