



The implementation of the sale and purchase agreement in the all-you-can-eat system: A study of consumer protection law no. 8 of 1999 and the perspective of the shafi'i school

Siska Handayani¹, Muhammad Nur Iqbal²

^{1,2}Sharia Economic Law Study Program, Institut Syekh Abdul Halim Hasan Binjai, Indonesia.

E-mail: siskahandayani@insan.ac.id

ARTICLE INFO

Keywords:

Buy and Sell;
Protection Consumers;
School Shafi'I.

Article history:

Received May 17, 2025;
Revised Jun 2, 2025;
Accepted Jan 26, 2026;
Online Jan 30, 2026.

ABSTRACT

The All You Can Eat (AYCE) dining system, which allows consumers to consume unlimited food for a fixed price, has become increasingly popular in modern culinary businesses. However, this system has generated debate from the perspective of Islamic economic law, particularly concerning issues of contractual clarity (*ta'yin*), uncertainty (*gharar*), and fairness between sellers and consumers. This study examines the AYCE system from two legal perspectives: Indonesian Consumer Protection Law, specifically Law No. 8 of 1999, and the Islamic jurisprudential perspective of the Shāfi'ī school. The objective of this research is to analyze the conformity of AYCE practices with consumer protection principles and the requirements of a valid sale contract according to the Shāfi'ī madhhab. This study employs a normative-empirical research method with a conceptual approach, analyzing legal texts, fiqh doctrines, and empirical practices in AYCE businesses. The findings indicate that, from the perspective of positive law, the AYCE system is legally permissible provided that consumers receive clear, accurate, and non-misleading information, and that no element of coercion is present. From the Shāfi'ī perspective, the validity of the transaction depends on mutual consent (*tarādī*) and transparency between the seller and buyer. Although the AYCE system contains elements of ambiguity in terms of portion size, consumption time limits, and the imposition of fines, such ambiguities are tolerated as long as they do not result in harm (*ḍarar*) or injustice to either party. This study contributes to contemporary Islamic economic discourse by providing a legal and jurisprudential framework for understanding modern consumption systems and serves as a reference for Muslim business practitioners and academics in aligning commercial practices with both consumer protection law and Sharia principles.

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Corresponding Author:

Siska Handayani,
Sharia Economic Law Study Program,
Institut Syekh Abdul Halim Hasan Binjai,
Jl. Ir. H. Juanda No. 5, Timbang Langkat, Kec. Binjai Timur, Kota Binjai,
Sumatera Utara, Indonesia
Email: siskahandayani@insan.ac.id

1. Introduction

As creations of Allah SWT, human beings are inherently social and rely on interactions with others to fulfill their daily needs. In Islam, these interactions are regulated through *fiqh al-mu'āmalāt*, which serves as a comprehensive framework governing social and economic relations. Islam not only prescribes rituals of worship (*ibādāt*), but also establishes ethical principles for economic transactions, particularly buying and selling, which are among the most common activities in everyday life for fulfilling household and food needs. Islamic law emphasizes mutual consent, transparency, and honesty in trade, while strictly prohibiting transactions involving fraud, uncertainty (*gharar*), injustice, or harm to any party. These principles are firmly rooted in the Qur'an, as stated in Surah Al-Baqarah verse 275, which legitimizes lawful trade and condemns unlawful economic practices (Abdul, Mandiri, Astuti, & Arkoyah, 2022).

Including between activity transactions carried out by humans is sell buy. Buy and sell is activities that always done man every the day is good For fulfillment need House ladder or food (Syazali, 2021). Activities sell buy is One activities carried out with exchange goods with money or exchange goods with goods. In case This willingness between second split party very much required. Rules kind of This has set up in Quran Surah Al- Baqarah verse 275:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Meaning: "And Allah has made lawful sell buy and forbid usury".

This verse has explain about base halal law sell buy and prohibition usury. As for usury divided into two kinds that is usury *rice* and usury *fadhil* like a person who has owe a thousand rupiah must paid in term set time, but No paid in time the so increase amount debt That (Hasan Binjai, 2011). Islam has arrange such that in order to make it easier for its adherents in operate rules. Everything that contains *harm* Allah will forbid it and vice versa, Allah will to justify something that contains *benefit* especially for the masses.

As time goes by time, moment This draft sell buy food with draft *all you can eat* is one of the the concept in progress popular in Indonesia. The presence of draft the mark alone for consumers specifically race millennials. Which one system *all you can eat* This customer only pay very For enjoy food that has been served. Restaurant with system *all you can eat* own tagline "*All you can eat and eat all you take*" consumer can take available food as much as you like and spend it food that has been taken to feel satisfied (Nurjannah, Fadel, & Jaki Asti, 2023).

In practice, many All You Can Eat (AYCE) restaurants impose a specific time limit for consumers to finish the food they have taken. If the food is not consumed within the stipulated time, consumers are charged a fine in accordance with the restaurant's internal regulations. This practice raises legal and ethical concerns, particularly regarding the clarity of contractual objects and the proportionality of sanctions imposed on consumers. The absence of clear standards regarding portion sizes and consumption capacity creates uncertainty, as each individual has different eating abilities. Consequently, while some consumers may benefit from the AYCE system by consuming large quantities of food at a fixed price, others may be disadvantaged despite paying the same price, leading to potential imbalance in the exchange value (Ariany, Aminullah, & Fitriatun, 2022). The existence of objects contract and value exchange it there is things that are not clearly resulting in uncertainty how much amount or portion Eat in term as much as you like This. Because everyone has ability eat different foods. If there is some people can Eat with as much as you like only with pay with the price specified owner restaurant, not yet of course other people can too do the same thing the measure whereas amount set price The same (Pekerti, Faridah, Hikmatyar, & Rudiana, 2021).

Furthermore, because ambiguity object the contract so mark exchange is also available ambiguity namely how much price per material food taken by consumers and how much the whole taken consumers. It is result in *the harm* which exists the injured party even though loss the has agreed since beginning transaction (Nubahai, 2023). However agreement the should be

still based on with principle Islamic law, which must consider How its benefits and *harms* in public to contract the.

From the perspective of Indonesian positive law, Law No. 8 of 1999 concerning Consumer Protection regulates the rights and obligations of business actors and consumers, particularly the obligation of businesses to provide clear, accurate, and non-misleading information. However, in the implementation of the AYCE system, consumers often experience disadvantages due to a lack of transparency, disproportionate fines, and the existence of terms and conditions that are not clearly communicated at the beginning of the transaction (Midhia, 2022). Such practices potentially violate consumer rights and undermine the principle of fairness in commercial transactions (Death, 2023).

Imam Shafi'i think, no legitimate sell buy the Because There is element fraud. The three Imams and the group of scholars of the madzhab we also say similar things (Iqbal, Arfa, & Waqqosh, 2023). And because of that uncertainty in object contract, give rise to uncertainty also in mark exchange. Unknown in a way clear details material food and prices the whole thing. While according to Islamic jurisprudence scholars condition from mark swap namely one of them is price the has agreed by both split parties and must clear the amount (Nasution, 2019).

In classical fiqh, transactions of this nature are often associated with *bay' al-jizāf*, which refers to the sale of goods based on estimation rather than precise measurement, weighing, or counting (Afifah, 2019). According to Wahbah al-Zuhayli, *jizāf* transactions involve selling goods based on visual estimation after observing the object. In the AYCE system, consumers are allowed to take unlimited food for a fixed price, combined with fines for uneaten food, which creates *gharar* regarding how much food is actually consumed or wasted. This uncertainty may result in harm to one of the contracting parties, rendering the practice problematic from a Sharia perspective (az-zuhailiy, 2021).

Based on these issues, this study is entitled "Implementation of Sale and Purchase Agreements Using the All You Can Eat System According to Law No. 8 of 1999 on Consumer Protection and the Perspective of the Shāfi'ī School (A Case Study of Meat Suka Restaurant, Binjai City)". This research aims to analyze and explore the legality of AYCE transactions from the perspectives of Islamic law and consumer protection law. It is expected that this study will contribute to a deeper understanding of the legal implications of the AYCE system and provide practical recommendations for business actors and consumers to conduct transactions that are transparent, fair, and in accordance with Sharia principles.

2. Method

This study employs a normative-empirical research design, combining doctrinal legal analysis with empirical investigation to examine the implementation of legal norms in real social settings. The normative dimension focuses on the analysis of Indonesian Consumer Protection Law No. 8 of 1999 and the principles of Islamic jurisprudence (*fiqh al-mu'āmalāt*), particularly the Shāfi'ī school, while the empirical dimension explores the actual practices of All You Can Eat (AYCE) restaurant transactions. A conceptual approach is applied to interpret legal doctrines and key concepts such as consumer rights, contractual clarity, transparency, *gharar*, and *maṣlahah*, which serve as the analytical framework of this study (Rukminingsih, 2020).

The data used in this research consist of primary and secondary sources. Primary data were collected through in-depth interviews with restaurant managers and consumers, as well as direct observations of AYCE business practices, including pricing mechanisms, time limitations, and the application of fines. Secondary data were obtained from statutory regulations, classical and contemporary Shāfi'ī fiqh literature, academic books, and peer-reviewed journal articles relevant to consumer protection and Islamic economic law. Data collection was conducted at selected AYCE restaurants during the research period to ensure that the findings reflect actual transactional conditions.

Data analysis was carried out using qualitative descriptive methods. All collected data were systematically organized, compared, and interpreted to identify the level of conformity and divergence between AYCE practices, consumer protection law, and the Shāfi'ī jurisprudential perspective. To enhance data validity, source triangulation was applied by cross-checking information from interviews, observations, and documentary sources. The results were then categorized into key themes, such as contractual transparency, consumer satisfaction, and potential elements of *gharar*, providing a comprehensive understanding of the legal and Sharia implications of the AYCE system (Sugiyono, 2021).

3. Analysis and Results

The empirical findings indicate that the implementation of the All You Can Eat (AYCE) system in modern restaurants generally follows standardized operational rules set by restaurant management. Based on interviews with restaurant managers, consumers are informed of fixed prices, time limits for dining, and sanctions in the form of fines for uneaten food. This information is usually conveyed through written notices displayed in the restaurant area and verbal explanations provided by staff before consumers begin dining. Managers emphasized that these rules are intended to prevent food waste and maintain operational efficiency while offering consumers flexibility in food selection.

However, observations and interviews with consumers reveal that not all information is always conveyed clearly and comprehensively. Some consumers reported that details regarding the amount of fines, the specific definition of "unfinished food," and the time calculation method were not fully understood at the beginning of the transaction. As a result, several consumers felt disadvantaged when sanctions were imposed, despite having agreed to the general terms of the AYCE system. These findings suggest that while information is formally provided, its clarity and effectiveness in ensuring consumer understanding remain inconsistent.

3.1. Basis Theory About Sell Buy

3.1.1. Understanding Sell Buy

From the perspective of Law No. 8 of 1999 on Consumer Protection, the AYCE system is legally permissible as long as business actors fulfill their obligation to provide clear, accurate, and non-misleading information regarding goods and services. The empirical findings show partial compliance with these requirements, as restaurants do disclose prices and general rules. However, the lack of detailed explanation and the presence of implicit conditions may undermine consumers' right to full information and fair treatment. This aligns with previous studies emphasizing that transparency is not merely the availability of information, but also its comprehensibility and accessibility to consumers.

From the perspective of the Shāfi'ī school of Islamic jurisprudence, clarity (*bayān*) and mutual consent (*tarāḍī*) are essential conditions for the validity of a sale contract. The uncertainty regarding the quantity of food consumed, combined with time restrictions and fines, introduces elements of *gharar* in the transaction. Nevertheless, classical and contemporary fiqh scholars acknowledge that limited ambiguity may be tolerated if it does not result in injustice or harm (*ḍarar*) and if both parties are fully aware of and consent to the contractual terms. In this context, the AYCE system may be considered permissible provided that transparency is enhanced and consumers clearly understand the consequences of their choices.

Therefore, the synthesis of empirical findings and normative analysis indicates that the key issue in AYCE transactions lies not in the system itself, but in its implementation. Strengthening transparency, improving communication of terms and conditions, and educating consumers about their rights and obligations are crucial to ensuring compliance with both consumer protection law and Shāfi'ī jurisprudential principles. Such measures would help balance the interests of business actors and consumers while aligning modern dining practices with legal and Sharia norms.

3.1.2. Pillars and Conditions Sell Buy

In the process of selling buy there is pillars and conditions that must be met fulfilled so that the transaction the become valid according to *sharia*. As for the pillars that must be filled according to sect Shafi'i in transaction sell buy: a) The party holding the event contract (seller and buyer); b) *Sighat* (ijab accepted); c) Items that become object contract (sold price buy). As for the conditions the among them is: a) Items must be holy; b) Items must be useful according to Sharia; c) Items can be handed over; d) Right of ownership seller; e) Item known second split party

3.1.3. Buying and Selling Containing Gharar

Gharar according to etymology is danger. While *Taghrir* is fishing the occurrence danger. However meaning original *evil* is something that is the birthplace Good However in a way inner despicable. That's why world life is called full of stuff manipulation. Here is an example from sell buy evil is like sell buy bird on air and sell buy a swarm goat (All & Can, 2021). According to Imam Isnawi from School Shafi'i say that *evil* is sell buy the one that doesn't known the consequences. Meanwhile, Ibn Qayyim said that evil is transaction Where No Can handed over, okay goods That There is and also No there is. Like sell buy runaway slaves and abandoned camels although there is. With thus evil can interpreted as loss with meaning that existence goods No clear, can there is and can No.

This matter in line with hadith Prophet Muhammad SAW:

وَبَيْعِ الْغَرَرِ، وَبَيْعِ

"The Prophet forbade sell buy hashah and sell buy gharar (HR Muslim)"

Buy and sell *hash* There is three the first kind when somebody to pronounce I buy to you a piece land its vastness until the rock that I throw this. Or the second one I buy to you a piece land and you may to choose which way am i going will throw this stone. Third I throwing stones This so how far can i throw as much as That land that can I buy (az-zuhailiy, 2022).

Gharar divided into two, namely: a) Al- gharar al- yasir that is mild ambiguity or small; b) A-gharar a- fahish that is great ambiguity. Imam Nawawi explain that sell buy the clear covered element *gharar* and capable For avoided is a prohibition big However, the scholars agree for must right *evil* light but difficult For avoided.

3.1.4. All You Can Eat Buy and Sell

In general language, *all you can eat* means all Can You eat. Definition *all you can eat* is system menu sales in restaurants or House eat, where consumer only pay with One price For can enjoy all menus available with draft Buffet or buffet. So sell buy *all you can eat* is sell buy foods that are allowed consumer For take food as much as as much as you like and as much as you like without add or reduce the price to be paid (Pekerti et al., 2021). This is solution for a consumers who like Eat many and want various variation food.

3.1.5. Buying and Selling Muathah

bye bye is when second split party agreed on price and goods. Both also provide the goods without There is consent or accepted. However sometimes, there are also words from one of the parties. As example buyer can take goods sold and then pay price to seller, or seller Can give goods moreover formerly before buyer do payment without there are words and gestures. This is applicable Good For goods valuable and also goods normal.

Shafi'i to argue that sell buy type This need existence clear statement, good in the form of words that have strong meaning or less clear, in the ijab and qabul. Based on matter this, sell buy the considered No valid, regardless from whether goods for sale is it expensive or cheap. Because, the Messenger of Allah said,

انما البيع عن تراض

“ in fact sell buy That will legitimate when existence willingness ” (Al- Farrā h , 2008)

However, the nature willingness That is something that is not clear so words are needed to express it. Especially when want to prove existence transaction when happen dispute. Therefore, a judge does not will accept testimony somebody except from the words he heard directly. However, some scholars from sect Shafi'i as Imam Nawawi, Baghawi, and Imam Mutawalli consider legitimate transaction kind of this is on all transaction sell buy the usual done by people. Because, no There is the argument that requires must the existence of words. Because of that, references always to tradition (*urf*) like common words others. Imam Nawawi commented "Opinion This is what becomes fatwa standards." However, several other scholars from sect Shafi'i such as Ibn Suraj and Ruyani limit may sell buy without consent acceptance of goods goods normal that is not expensive, where people often do it with without acceptance of marriage when buy a loaf of bread, a bundle vegetables, and the like.

3.2. Implementation of the All You Can Eat System of Buying and Selling

Restaurant *all you can eat* become popular for public Because offer various type food with price still. Author has do interview with manager *all you can eat* about How implementation about Terms and conditions that apply at the Meat Suka restaurant Binjai. Mr. Aiman as the restaurant manager *all you can eat* meat suka Binjai say: "Every consumers who come will asked by the waiter restaurant whether Already Once Eat here or no. If not Once so will given explanation by the waiter restaurant about menu selection, time 90 minutes of eating and free refills, as well warning for No excessive in take food Because existence fine".

One of findings important in interview field is existence habit party restaurant for ask to every consumers who come whether they Already Once eat in place the or not yet. If not, the waiter restaurant will give explanation in a way oral regarding procedures select menu, duration Eat maximum 90 minutes, system free refill, and warning not to take food in a way excessive Because there is provision fine if food remaining. Practice This show existence form transparency information conveyed before contract sell buy done. In perspective law positive, action the in line with Article 4 of the Law Number 8 of 1999 concerning Protection Consumers, who regulate that consumer entitled to obtain correct, clear and honest information about conditions and warranties goods or services. Information the become base important for the occurrence agreement, so that consumer do transaction in condition consciously and unconsciously pressure. Regarding about the nominal payment fine father aiman say: "For determination fine it's Rp.50,000 for 100 grams leftover food . But we always remind For No excessive in take food Because existence fine. And after leftover food weighed and paid food the may brought go home."

Basically all law sell buy is may until There is arguments that prohibit it. However there is a number of provisions that become determinant whether sell buy the can considered legitimate or false. In Article 4 and Article 7 of Law no. 8 of 1999 concerning Protection Consumers, where the perpetrators business obliged give honest information and do coaching for consumers No harmed. However Because existence agreement between second split party so This considered may. Halal food is aspect important in Islamic teachings that are not only concerning law consumption, but also has an impact on spiritual values and blessings life. Regarding halal food father aiman say: "For food in the restaurant Thank God, everything is halal. From the start material standard For cook until meat like Chicken, beef and fish are all halal".

Party manager restaurant convey that all over food served in a restaurant the has confirmed its halalness. Statement This show that aspect halal be noticed in a way comprehensive, covering material raw and also product animal used. In fiqh, in particular according to sect Syafi'i, food categorized as halal if originate from materials that are not forbidden, and through the appropriate slaughtering and processing process sharia. Claim halal like This become very important, especially in context restaurant *all you can eat* that provides various kinds of menus in One time. On the other hand, in perspective law positive Indonesia, especially Constitution

Number 8 of 1999 concerning Protection Consumers, statement kind of This is form transparency information to consumers, and have mark law if later happen dispute.

Currently, Indonesian society tends to more like consume food from restaurant or House Eat Because considered more efficient in matter time, and offer taste is judged more delicious and interesting compared to cuisine home. In addition, the development of tourism trends culinary participate push improvement interest This. One of restaurants in town Binjai which carries draft *All You Can Eat* is Meat likes. Restaurant This interesting attention Because offer system payment One price For Eat as much as you like, and tempting menu variations taste. However Thus, it is important For realized that behind convenience and advantages draft here, there are also impacts positive and negative that need to be noticed by consumers in practice sell buy at restaurant This. Author has do interview to all you can eat consumer ever visit to restaurant this. Say: "Impact positive from system This is satisfaction in enjoy food Because system free refill and affordable prices, will but impact negative system This is existence the fine imposed with large and small nominal burdensome".

One of impact negative from system *all you can eat* is implementation fine on food that is not finished consumed by customers. Although policy This aiming For reduce behavior *wasteful* and increase awareness consumer to ethics eating, implementation fine with sufficient nominal big can cause inconvenience. Consumers can feel worried or No free in enjoy food Because Afraid charged fine if No capable spend it. However effort this is also considered management restaurant for consumers take food in accordance portion and not excessive.

3.3. Views on Law No. 8 of 1999 Concerning Sale and Purchase with All You Can Eat System

Protection consumer is a terms used For describe various form protection the law given to consumer in frame help they fulfil his needs in a way safe, fair, and decent, as well free from potential possible losses arise consequence activity consumption, whether caused by defective products, misleading information, or practice trade that is not honest. In the context law in Indonesia, Law Number 8 of 1999 concerning Protection Consumer state that protection consumer is all form efforts made by the government, the perpetrators business, and institution related other For ensure existence certainty law, security and comfort for consumer in do transaction or activity consumption goods and/or services in the market. This is aiming For create balance between rights and obligations consumer as well as perpetrator effort, so that created system healthy, transparent and responsible trade answer.

In Law Number 8 of 1999 concerning protection consumer explained in article 1 regarding protection consumer is all efforts that guarantee existence certainty law For give protection to Consumer Protection consumer based on benefits, justice, balance, security and safety consumers, as well as certainty law as stated in Article 2 of the Protection Law consumer Protection consumer aiming (Pramono & Kurniati, 2023): a) Increase awareness, ability and independence consumer For protect self; b) Lift dignity and honor consumer with method avoid it from excess negative usage goods and/or service; c) Increase empowerment consumer in choose, determine, and demand his rights as consumer; d) Create system protection consumers who contain element certainty law and transparency information as well as access For get information; e) Grow awareness perpetrator business about importance protection consumer so that grow honest and responsible attitude in try; f) Increase quality goods and/or services that guarantee continuity business production goods and/or services, health, comfort, security and safety consumers.

Protection consumer have wide coverage, includes 8 protections consumer to goods and services, which originate from stage activity For get goods and services until until consequences from usage goods and/ or service mentioned. As for the rights consumer mentioned in Law no.8 of 1999 article 4 which contains about (Ariany et al., 2022): a) Rights to comfort, security and safety in consume goods and/ or service; b) Right to vote goods and/ or service as well as get goods and/or service the in accordance with mark exchange and conditions as well as promised guarantee; c) The right to receive correct, clear and honest information about

conditions and warranties goods and/or service; d) The right to be heard his opinions and complaints on goods and/or services used; e) The right to receive advocacy, protection, and efforts settlement dispute protection consumer in a way proper; f) The right to receive coaching and education consumers; g) The right to be treated or served in a way true and honest as well as No discriminatory; h) The right to receive compensation, replace loss and/or replacement, if goods and/or services received No in accordance with agreement or No as should be.

Apart from rights, consumers also have obligations that must be fulfilled done to owner effort. This is poured out in Article 5 of the Protection Act consumer among them is (Susila, 2017): a) Read or follow instruction information and procedures usage or utilization goods and/or services, for safety and security; b) In good faith Good in do transaction purchase goods and/or service; c) Pay in accordance with mark agreed exchange rate; d) Follow effort settlement law dispute protection consumer in a way appropriate.

In articles 6 and 7 of the Protection Law Consumer about rights and obligations perpetrator business is right For accept appropriate payment with agreement about conditions and values swap goods and/or traded services, get protection law from action consumers in good faith No good; do defense self should be in settlement law dispute consumers; and rehabilitation of good name if proven in a way law that loss consumer No caused by goods and/ or traded services (Greetings, 2019).

Business actors are obliged to act in good faith in conducting their business, providing accurate, clear, and honest information regarding the condition and warranty of goods or services, as well as explaining their use and treatment without discrimination. They must also ensure product quality according to applicable standards and provide compensation or replacement if the goods or services do not match the agreement. In an *all-you-can-eat* system, customers pay a fixed price to eat as much as they want within a certain time limit. As long as the restaurant clearly explains the system, maintains food hygiene, and does not harm consumers, this practice aligns with Law No. 8 of 1999 on Consumer Protection. Fines, such as IDR 50,000 per gram of leftover food, are imposed to encourage customers to be responsible and avoid food waste. These fines are considered fair as they compensate for potential losses and act as a reminder for consumers not to take food excessively. According to Article 5 of the Consumer Protection Law, consumers are obliged to follow usage instructions, act in good faith in transactions, and pay according to the agreed price. However, any fines imposed must remain reasonable and not be excessive or unilateral, as Article 18 prohibits standard clauses that unreasonably burden consumers or give businesses excessive authority to enforce penalties (eg: fine) too big compared to mark leftover food) , then potential violate chapter This.

3.4. Imam Syafi'i's view About Buying and Selling with All You Can Eat System

Basically No There is the argument that states direct about sell buy with this all you can eat concept Good from the Qur'an and also Hadith. The law on its permissibility sell buy with draft This is through rules fiqh which states:

ميرحتلاو نلاطبلا بلع ليلا لصلأاو

" law origin in all form transactions is may done except There is the evidence that forbids it. Every muamalah (transaction) business or connection between man with man others) is may. All That may until existence the argument that forbids it transaction the (Alexander, Fauzi, Yani, & Siswoyo, 2023). The rules jurisprudence on explain that every muamalah basically may like sell buy, pawn, rent rent, representative (*wakalah*) except There is thing that brings harm from matter the like Taghrir uncertainty, gharar ambiguity. So that sell buy with draft *all you can eat* allowed provided No Lots bring in harm (All & Can, 2021). The concept the same fiqh with implementation system sell buy *all you can eat* is *jizaf*.

The word *jizaf* originate from modified Persian language into Arabic. The meaning of this word is a transactions without measured, weighed or counted in a way unit but only estimated and

estimated after see the goods. *Jizaf* seen from origin he said means take something with many. Sentence This taken from words *thank you lahu fil kayl* (multiply) dose for him).

عن ابن عمر قال: كان رسول الله صلى الله عليه وسلم ان يبيعه حتى ينقله (رواه الجماعة الا الترمذى (Andrew)

"In the hadith history congregation except Attirmidhi and Ibn Majah from Ibn Umar Ra. He say, they (society) do transaction food in a way *jizaf* at the end of the market (a far away place) from the market), then the messenger of Allah forbid they For sell it so that they move from the place."

This hadith show existence agreement the prophet saw, towards action friends who do transaction in a way *Jizaf*. However , he forbid they do sell buy something before happen hand over accept and pay off the payment (Yusriadi, 2022) .

In a *jizaf* sale, several conditions must be met to ensure its validity according to Islamic law. First, the goods must be visible to both parties either at the time of the contract or beforehand, so that both the seller and buyer clearly know what is being transacted. Second, neither party should know the exact size or quantity of the goods in terms of weight, volume, or units – if one party does, the transaction gives the other party the right of *khiyār* (option to cancel). Third, the primary intent of *jizaf* sales is to purchase goods in large quantities, making it suitable for commodities like grains or iron, but not for individually counted items unless those items are difficult to count. Fourth, the estimation of the goods must be conducted by an expert to ensure fairness. Fifth, the goods must be in significant quantity – though not excessively large. Lastly, a single contract must not combine *jizaf* and measured sales for the same type of goods, whether identical or not, and cannot include land and its produce in one *jizaf* contract.

In Islamic law, the concept of selling food without exact weight or measurement, such as in the all you can eat system, is similar to the *jizaf* or *subrah* sale, where items are sold based on estimation. This type of sale is permitted by all four schools of thought, even though it involves a degree of *gharar* (uncertainty). Fiqh literature classifies *gharar* into three types: major (*fāhisy*), which is clearly forbidden (e.g., selling birds in the air); minor (*yasīr*), which is tolerable (e.g., unknown house foundations); and intermediate, which falls between and is debated among scholars. The Hanafi school, for example, permits sales with slight uncertainty like grains still in husks as long as the buyer retains the right of *khiyār* (option to cancel) if the goods do not meet expectations (Midhia, 2022).

The fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 04/DSN-MUI/IV/2000 on *murabahah* emphasizes that contracts must be free from *gharar* (uncertainty) that can harm either party. However, it allows for minor or unavoidable uncertainty (*gharar yasir*) in modern transactions, as long as it does not involve fraud or exploitation. In the context of All You Can Eat (AYCE) systems, although there is some ambiguity regarding the quantity of food received, it is considered tolerable due to its minor nature and its basis in common business practice (*'urf*). Therefore, such transactions fall under the permissible *jizaf* sale model according to the four major schools of thought, though scholars from the Shafi'i school consider it *makruh* (discouraged).

The fine clause (*syartul jaza'i*) applied by restaurants like Meat Suka –Rp50,000 per gram for uneaten food—is part of the contract agreed upon by both parties. From an Islamic legal perspective, additional clauses in contracts are allowed as long as they do not contradict Sharia and provide mutual benefit. While some scholars are cautious to avoid injustice, the Shafi'i school allows conditional clauses if they are related to the contract's object and serve the parties' welfare. Thus, the AYCE fine clause is considered valid if clearly stated, agreed upon at the time of transaction, and aims to prevent waste and educate consumers to be responsible.

4. Conclusion

The All You Can Eat (AYCE) contract system implemented in restaurants such as Suka and Meat represents a modern service-based transaction in which consumers pay a fixed price for

unlimited food consumption, accompanied by a penalty clause of Rp50,000 per gram for food taken but not finished. From the perspective of Law No. 8 of 1999 on Consumer Protection, this system is legally permissible provided that the principles of transparency, clarity of information, and fairness are fulfilled and that the penalty clause does not violate Article 18 concerning prohibited standard clauses. From the perspective of the Shāfi'ī school of Islamic jurisprudence, the AYCE system contains an element of uncertainty (*gharar*) related to the indeterminate quantity of food consumed; however, this uncertainty is classified as *gharar yasir* (minor uncertainty) and is tolerated based on prevailing custom (*'urf*) and practical necessity. Accordingly, as long as the contractual terms – including penalties – are clearly stated, mutually agreed upon without coercion, and do not contradict Sharia principles, the AYCE system may be considered lawful under both positive law and Islamic jurisprudence.

Nevertheless, this study has certain limitations, as it focuses on a limited number of AYCE restaurants and relies primarily on qualitative data obtained through interviews and observations, which may not fully represent broader business practices. In addition, the analysis is confined to the Shāfi'ī school and does not incorporate comparative perspectives from other Islamic legal schools. Therefore, future research is recommended to involve a wider range of AYCE establishments, apply quantitative or mixed research methods to assess consumer perceptions of fairness and transparency, and conduct comparative fiqh studies across different madhāhib. Such research would contribute to a more comprehensive understanding of AYCE transactions and support the development of business practices that are both legally compliant and aligned with Islamic ethical principles.

References

- Abdul, A. R., Mandiri, D. P., Astuti, W., & Arkoyah, S. (2022). Tantangan Perkembangan Perbankan Syariah Di Indonesia. *Jurnal Tabarru': Islamic Banking and Finance*, 5(2), 352-365. [https://doi.org/10.25299/jtb.2022.vol5\(2\).9505](https://doi.org/10.25299/jtb.2022.vol5(2).9505)
- Afifah, N. (2019). ANALISIS HUKUM ISLAM TERHADAP JUAL BELI terpancar dari padanya . Jual beli merupakan sesuatu yang كَرِهَ مَبْرُورٌ yang sepadan dan melalui cara tertentu . Jual beli telah. *Jurnal Hukum Bisnis Islam*, 09(01), 137.
- Al-Farrāh, A. bin M. (2008). *Tafsir Imam Syafi'i*. Jakarta: Penerbit Almahira.
- Alexander, O., Fauzi, M., Yani, A., & Siswoyo, S. (2023). Konsep Rahn (Gadai) Dalam Islam Dan Peraturan Perundang-Undangan Indonesia Kajian Fikih Muamalah. *Hutanasyah : Jurnal Hukum Tata Negara*, 2(1), 41-54. <https://doi.org/10.37092/hutanasyah.v2i1.639>
- All, K., & Can, Y. (2021). Review of Islamic Law Towards the Implementation of Buying and Selling Food With the Concept of All You Can Eat (Study of Two. *Syarikah*, 7(2), 96-103.
- Ariany, F., Aminullah, A., & Fitriatun, E. (2022). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Online Facebook Di Kota Mataram. *JIHAD : Jurnal Ilmu Hukum Dan Administrasi*, 4(2), 21-28. <https://doi.org/10.58258/jihad.v4i2.4403>
- Az-Zuhailiy, W. (2021). *Fiqh Islam Wa Adillatuhu*. Jakarta: Gema Insani.
- Az-Zuhailiy, W. (2022). *Fiqh Islam Wa Adillatuhu* Beirut: Dar- Alfikr.
- Farid, M., Badri, M. A., & Nirwana, A. (2023). Aqad Salam Haal Dalam Perspektif Madzhab Syafi'i dan Penerapannya Dalam Aqad – Aqad Jual Beli Kontemporer. *Al-Kharaj : Jurnal Ekonomi, Keuangan & Bisnis Syariah*, 5(6), 3148-3154. <https://doi.org/10.47467/alkharaj.v5i6.3041>
- Iqbal, M. N., Arfa, F. A., & Waqqosh, A. (2023). Tujuan Hukum Islam Dalam Perspektif Maqashid Syariah. *Jurnal Pendidikan Dan Konseling (JPDK)*, 5(1), 4887-4895.
- Khatimah, H. (2023). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Online Di Aplikasi Lazada Dan Shopee. *Lex LATA*, 4(3), 384-404. <https://doi.org/10.28946/lexl.v4i3.1757>
- Midhia, F. G. (2022). Jual Beli Dengan Konsep All You Can Eat Dalam Perspektif Fiqih Muamalah. *Mu'amalah : Jurnal Hukum Ekonomi Syariah*, 1(2), 39. <https://doi.org/10.32332/muamalah.v1i2.5000>
- Muthiah, A. (2018). Perlindungan Konsumen Terhadap Produk Cacat Dalam Perspektif Fiqih Jual Beli. *Syariah Jurnal Hukum Dan Pemikiran*, 18(2), 211. <https://doi.org/10.18592/sy.v18i2.2286>
- Nasution, L. M. (2019). Hak Khiyar Dalam Perlindungan Konsumen Menurut Mazhab Syafi'i Dan Hukum Positif. *Al-Fikru: Jurnal Ilmiah*, 13(1), 64. Retrieved from <http://jurnal.staiserdanglubukpakam.ac.id/index.php/alfikru/article/view/28>
- Nubahai, L. (2023). Implementasi dan Eksistensi Khiyar (Studi Transaksi Jual Beli melalui Marketplace). *TAWAZUN : Journal of Sharia Economic Law*, 6(1), 105. <https://doi.org/10.21043/tawazun.v6i1.22245>

-
- Nurjannah, N., Fadel, M., & Jaki Asti, M. J. A. (2023). Eksistensi Hak Khiyar Pada Jual Beli Sebagai Perlindungan Konsumen Dalam Islam. *Jurnal Al-Kharaj: Studi Ekonomi Syariah, Muamalah, Dan Hukum Ekonomi*, 3(1), 31–46. <https://doi.org/10.30863/alkharaj.v3i1.4238>
- Pekerti, R. D., Faridah, E., Hikmatyar, M., & Rudiana, I. F. (2021). Implementasi Akad Istishna (PSAK Syariah 104) dalam Transaksi Jual Beli Online. *AKTSAR: Jurnal Akuntansi Syariah*, 4(1), 19. <https://doi.org/10.21043/aktsar.v4i1.8562>
- Pramono, S. B., & Kurniati, G. (2023). Perlindungan Hukum Konsumen Dalam Transaksi Jual Beli Barang Online di Indonesia. *JLEB: Journal of Law, Education and Business*, 1(2), 166–178. <https://doi.org/10.57235/jleb.v1i2.1037>
- Ranto, R. (2019). Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik. *Jurnal Ilmu Hukum: ALETHEA*, 2(2), 145–164. <https://doi.org/10.24246/alethea.vol2.no2.p145-164>
- Rukminingsih. (2020). *Metode Penelitian Kuantitatif & Kualitatif*.
- Salam, A. F. A. (2019). Peran Lpksm Al-Jabbar Dalam Penyelesaian Sengketa Jaminan Fidusia Di Kabupaten Sumedang. *ADLIYA: Jurnal Hukum Dan Kemanusiaan*, 12(2), 107–122. <https://doi.org/10.15575/adliya.v12i2.4493>
- Sugiyono. (2021). *Metode penelitian kuantitatif, kualitatif, dan R&D* (cetakan ke). Bandung: Alfabeta.
- Susila, G. N. A. D. (2017). Peranan Lembaga Perlindungan Konsumen Terhadap Penjualan Obat-Obatan Melalui Internet. *Jurnal Ilmu Hukum*, Vol. 4(3), 1–6. Retrieved from <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/71155>
- Syazali, H. (2021). Teori Tentang Akad. In *Fiqih Muamalah Kontemporer* (Vol. 1).
- Undang-, Y. A. R. D. (2024). *TRANSAKSI E-COMMERCE DALAM PERSPEKTIF SYEKH*. 2(2), 74–85.
- Yusriadi. (2022). Bank syariah dan konvensional (Suatu Analisis Perbedaan dan Prinsip-prinsipnya). *Syarah Jurnal Hukum Islam Dan Ekonomi*, 11(1), 1–15. <https://journal.iainlhokseumaw.ac.id/index.php/syarah/article/view/293/274>