



# The Implementation Of Islamic Law In The Sale And Purchase Agreement Of The Rumbia Plantation In Riau-Lingga With The Code Eap153/10/2: A Philological Study Of A 20th Century Malay Manuscript

Aalaa Hilyati<sup>1</sup>, Mamlahatun Buduroh<sup>2</sup>

<sup>1,2</sup> Universitas Indonesia, Depok, Indonesia

E-mail: aalaa9406@gmailcom<sup>1</sup>, mamlahatun.buduroh@ui.ac.id<sup>2</sup>

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## Abstract

This study examined the implementation of Islamic law in the Riau-Lingga rumbia plantation sale and purchase Agreement coded EAP153/10/2 which was stored in the Endangered Archives Programme (EAP) digital catalogue, British Library. This research showed the principles of Islamic law such as the pillars and conditions for valid sale and purchase, as well as the role of the judges and witnesses which were internalized in administrative documents during the Riau-Lingga Sultanate in the 20th century. The purpose of this study was to analyze the application of the law of sale and purchase based on an Islamic perspective through a study of philology and fiqh muamalah according to the Imam Syafi'i mazhab. The research used a descriptive-qualitative approach with philological methods to present texts and analysis of Islamic law to assess the validity of transactions according to Sharia. The results of the study showed that the letter had fulfilled the pillars and requirements of a valid sale and purchase, which can be seen through the presence of a contract, ijab kabul, identification of the seller and buyer, object and exchange value, and supporting validity by involving the role of the judge and witnesses. The novelty of this research lay in the integration of philological studies and Islamic law in analyzing historical documents in the scope of the old Malay manuscript treasury. The implications of this research strengthened the understanding that Islamic law had played a dominant role in the local Malay legal system in the past and could serve as a reference for legal policies based on local wisdom today.

**Keywords:** Philology, Fiqh Muamalah, Islamic Law, Sale and Purchase, Letter

## Abstrak

Penelitian ini mengkaji implementasi hukum Islam dalam surat jual beli kebun rumbia Riau-Lingga berkode EAP153/10/2 yang tersimpan dalam katalog digital Endangered Archives Programme (EAP), British Library. Penelitian ini menunjukkan prinsip syariat Islam, seperti rukun dan syarat sah jual beli serta peran hakim dan saksi yang terinternalisasi dalam dokumen administratif pada masa Kesultanan Riau-Lingga abad ke-20. Tujuan dari penelitian ini adalah menganalisis penerapan hukum jual beli berdasarkan perspektif Islam melalui kajian filologi dan fikih muamalah menurut mazhab Imam Syafi'i. Penelitian menggunakan pendekatan deskriptif-kualitatif dengan metode filologi untuk menyajikan teks dan analisis hukum Islam untuk menilai keabsahan transaksi menurut syariat. Hasil penelitian menunjukkan bahwa surat tersebut telah memenuhi rukun dan syarat sah jual beli, yang terlihat melalui kehadiran akad, ijab kabul, identifikasi penjual dan



*pembeli, objek dan nilai tukar, serta pendukung keabsahan dengan melibatkan peran hakim dan saksi. Kebaruan dari penelitian ini terletak pada integrasi antara studi filologi dan hukum Islam dalam menganalisis dokumen sejarah pada lingkup khazanah naskah Melayu lama. Implikasi penelitian dapat memperkuat pemahaman bahwa hukum Islam memiliki peran dominan dalam sistem hukum lokal Melayu masa lampau dan dapat menjadi referensi kebijakan hukum berbasis kearifan lokal masa kini*

**Kata kunci:** *Filologi, Fiqih Muamalah, Hukum Islam, Jual Beli, Surat*

## **A. INTRODUCTION**

Trade has long been an integral part of life in the Malay Archipelago. Alongside this economic activity, a process of Islamization began in the 13th century, involving merchants from the Middle East. This Islamization had a profound impact, particularly on the trade sector, which was considered highly significant—especially in areas such as Melaka. Gradually, the Melaka Sultanate adopted Islamic teachings, officially establishing Islam as the state religion during the reign of Sultan Muzaffar Syah I. Following the fall of the Melaka Sultanate, the Johor Sultanate continued to uphold Islamic teachings, which had been integrated into its legal and administrative systems. However, in the early 18th century, the Sultanate of Johor experienced internal divisions due to colonial entanglements, leading to the eventual separation of Riau-Lingga, which had previously been a part of Johor, into an independent sultanate (Dahlan, 2017). This historical context provides a brief overview of the legal and governmental system of the Riau-Lingga Sultanate, which remained grounded in the traditions of the Melaka Sultanate. Notably, Islamic law continued to serve as the principal foundation of governance.

In the Riau-Lingga Sultanate, Islamization was anchored in the principles of muamalah, which were applied not only in governance but also in commerce. Administrative documents such as land ownership grants and sale and purchase contracts serve as evidence of trade activities in Riau-Lingga that were framed within Islamic principles. Islamic influence is visible not only in the script but also in the terminology used, including references to akad syariah, ijab, and kabul. One administrative document that illustrates these Islamic characteristics is the Riau-Lingga rumbia Plantation Sale and Purchase Agreement coded EAP153/10/2, found in the digital manuscript catalogue of the Endangered Archives Programme (EAP), British Library.

Sago (rumbia) was one of Riau-Lingga's key commodities, serving as an alternative staple food to rice. Its widespread use as an alternative food source intensified

during the reign of Sultan Sulaiman Badrul Alamsyah II (1857–1883). One of the Sultan Sulaiman's policies, which prioritized the economic welfare of the people, led to the expansion of rumbia plantations throughout Lingga. By 1860, he enacted another policy by establishing a sago processing factory at the upper stream of the Daik River (Kampung Robat) (Swastiwi, 2021).

However, the growing value of rumbia raised concerns about potential conflicts or land disputes among the population. To prevent such issues, the Sultan required landowners to possess official documentation in the form of a grant or certificate formally endorsed by the Sultan and the Lingga court (Swastiwi, 2021). This policy was continued during the reign of Sultan 'Abd Ar-Rahman Muazzam Syah II (1883–1911), as evidenced by the Riau-Lingga rumbia Plantation Sale and Purchase Agreement coded EAP153/10/2. The document contains information regarding a land transaction between Haji Muhammad Thayib bin Haji Muhammad Ali and Tambi 'Abd Ar-Rahman Letnan Keling, which was formally validated by a judge of the Lingga court. This validation process was carried out in accordance with the prevailing legal principles of the Riau-Lingga Sultanate, namely Islamic law.

Research on sale and purchase transactions and the application of Islamic law has previously been conducted by Dalhari (2021) and Abu, Rahmaniar, and Masse (2024). Dalhari's study explains the concept of sale and purchase adapted to contemporary times based on Islamic law. Meanwhile, the study by Abu, Rahmaniar, and Masse (2024) outlines Islamic economic principles as a solution to address inequality in the conventional economic system, aiming to achieve equitable welfare. Research related to Islamic law in classical manuscripts has also been carried out by Sulong (2010), Aini (2018), and Norrahman and Aseri (2025). Sulong (2010) discusses commerce based on Islamic law (muamalah) and Malay customary law, as reflected in the manuscript Undang-Undang Sultan Abdul Ghafur Muhaiyyudin Shah Pahang. Aini's (2018) research focuses on Islamic legal principles contained in the manuscript Sullam Taufiq. Meanwhile, Norrahman and Aseri (2025) investigate the contribution of philology to manuscripts with Islamic legal themes.

The studies by Dalhari (2021) and Abu, Rahmaniar, and Masse (2024) present the concept of Islamic law in a substantive manner but without application to specific

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historical objects. In contrast, the studies by Sulong (2010), Aini (2018), and Norrahman and Aseri (2025) offer approaches that are more aligned with the present research. However, Sulong (2010) does not elaborate on philological methodology nor provide a detailed discussion of land sale and purchase transactions. On the other hand, the studies by Aini (2018) and Norrahman and Aseri (2025) explain philological procedures, but the Islamic legal concepts discussed are not related to muamalah (commercial transactions).

Based on this review, there remains a research gap in integrating philological and Islamic legal approaches. Therefore, the novelty of the present study lies in two aspects: its corpus and its methodological approach. The primary corpus is the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement (EAP153/10/2), which has not been addressed in previous research. Furthermore, this study combines philological and Islamic legal approaches. The philological approach applied here is not merely theoretical but also practical. By employing philological methods, the text can be rendered more comprehensible and ready for legal interpretation.

Accordingly, the objective of this study is not only to present the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement (EAP153/10/2) as an accessible historical source, but also to explain and provide a deeper understanding of the application of Islamic law in the Riau-Lingga Sultanate as reflected in the document. This objective aligns with Gallop's (2020) statement that "Riau manuscripts are the gateway to the Malay intellectual world." Thus, the presence of the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement (EAP153/10/2) is expected to function not merely as an administrative record, but also as a source for understanding the role of Islamic law in addressing societal issues in the Riau-Lingga context

## **B. RESEARCH METHODOLOGY**

This study employed a descriptive-qualitative design, utilizing both philological and Islamic legal approaches. The research methods were divided into two parts. First, the philological method involved the following steps: (1) manuscript inventory, (2) manuscript description, (3) transliteration, and (4) text interpretation. Second, the Islamic legal analysis focused on examining aspects of sale and purchase based on the pillars (*rukun*), conditions for a valid transaction (*shurut*), and other legal components

embedded in the document. The primary corpus of this research was the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement, listed in the digital manuscript catalogue under EAP153/10/2. Data collection techniques included library research and catalogue studies by closely examining corpus-related manuscripts concerning rumbia in the Riau-Lingga region. The final stage of the research involved interpretative data analysis of various *fiqh* terms embedded in the text. This stage of interpretation or analysis referred to the principles of *fiqh* according to the Shāfiʿī school of thought and other relevant sources, such as books and scholarly articles related to Islamic law.

## **C. RESULT AND DISCUSSION**

### **1. Philological Study of the Rumbia Plantation Sale and Purchase Agreement**

Philology is the study of ancient works in the form of manuscripts, focusing on the text or content of the manuscript, which contains values still relevant to contemporary life (Pudjiastuti, Mujizah, Ikram, & Kramadibrata, 2018). In philological studies, a text must be presented as a readable source (transliteration) to reach the stage of interpretation. There are two methods of transliteration in philological research: the diplomatic edition and the standard/critical edition (Robson, 1994). This study employed the standard/critical edition transliteration method to make the text easier to understand, as it has undergone spelling and language adjustments. However, before reaching this stage, the text must undergo inventory and description processes.

#### **a. Inventory and Description of the Text**

Manuscript inventory is the initial step in philological research. In simple terms, it refers to a meticulous and exhaustive effort to trace and record the existence of manuscripts containing copies of the text to be studied (Fathurahman, 2015). In this study, three methods were employed to trace the existence of the *Surat Jual-Beli Kebun Rumbia Riau-Lingga* (Riau-Lingga Rumbia Plantation Sale and Purchase Agreement), namely through printed manuscript catalogues, digital manuscript catalogues, and national archives. The results of this inventory indicate that the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement is found only in the digital manuscript catalogue of the Endangered Archives Programme (EAP) at the British Library. The manuscript is

part of a digitization project of manuscripts in the Riau Archipelago conducted by the British Library in 2007.

Out of thirteen collections distributed across four different islands, the project successfully obtained 8,000 images comprising 450 items. However, only three collections contain information related to *rumbia* (sago), namely: EAP153/1 A Suk Suwirno Manuscript Collection [1846–1953], EAP153/10 Museum Linggam Cahaya Collection, and EAP153/13 Raja Hamzah Yunus Collection at the Balai Maklumat Kebudayaan Melayu Riau. Based on the consideration of the script style—specifically, handwritten Jawi rather than lithographed—this study focuses solely on the manuscript from the Museum Linggam Cahaya Collection titled *Surat Jual Beli Kebun Rumbia*, catalogued as EAP153/10/2.



Figure 1: Sale and Purchase Agreement of the Rumbia Plantation EAP153/10/2

The Riau-Lingga Rumbia Plantation Sale and Purchase Agreement EAP153/10/2 was written on plain, light European paper using black ink. The Jawi script is meticulously inscribed in a consistent calligraphic style, reflecting the scribe's high level of proficiency. Furthermore, the structure and components of the letter indicate that the administrative system in the Riau-Lingga Sultanate was well-organized. The structure of the document comprises a serial number, date, opening, body, and closing section. Key components such as the signatures of the seller, buyer, two witnesses, the court, and the official court seal of Lingga serve as evidence of the document's legal validity. This particular sale and purchase letter, owned by Haji Muhammad Thayib, is marked with the number one (1)

on the top right corner and was validated by the Lingga Court on 1 Muharram 1324 Hijri, corresponding to approximately 25 February 1904 CE.

The Riau-Lingga Rumbia Plantation Sale and Purchase Agreement EAP153/10/2 states that on 1 Muharram 1324 Hijri, Haji Muhammad Thayib, acting as the seller, appeared before the Lingga Court to sell his son's (Abu Samat's) rumbia plantation located in Daik Lingga to Tambi 'Abd Ar-Rahman Letnan Keling for a price of 60.00 ringgit. The letter also notes that the purpose of the transaction was to repay a debt. The transaction was reinforced by the presence of two witnesses, though their identities were not specified. The closing section of the letter affirms the transfer of ownership of the rumbia plantation from Haji Muhammad Thayib to Tambi 'Abd Ar-Rahman Letnan Keling. The letter's legitimacy is further endorsed by the Lingga Court's seal and the signatures of all involved parties: the Lingga Court, the seller, the buyer, and the two witnesses.

b. Transliteration Riau-Lingga Rumbia Plantation Sale and Purchase Agreement

Transliteration is a crucial step in philological research aimed at presenting old manuscripts in a form that is more accessible to contemporary readers. The text, originally written in Jawi script and in the Malay language, is transliterated into Latin script to facilitate deeper analysis and interpretation. This process not only serves as an effort toward preservation but also acts as a bridge between past literacy traditions and present scholarly needs. The following is the transliterated text of the Riau-Lingga Sago Plantation Sale and Purchase Agreement (EAP153/10/2):

//On this day, the 1st of Muharram, year 1324 [Hijri], there appeared before us Haji Muhammad Thayib, son of Haji Muhammad Ali, residing in Kudung, to contract a sale/ of one rumbia plantation belonging to his son, named Abu Samat, to Tambi 'Abd Al-Rahman, Lieutenant Keling/ for the price of 60.00 (sixty) ringgit according to a shari'a-compliant contract and in the presence of two witnesses/ namely, the rumbia plantation is located to the right of (m-r-d-y-k) Daik, Danau River, grant number 52 dated 1 Muharram/ year 1297, with a land area perimeter of 230 depa according to a portion (text partially missing) as stated/ in the Agreement of sale number 39 (book?) (h-l-i) the third, dated 30 Rajab, Wednesday,/ year 1321. Thus, Haji Muhammad Thayib sold the aforementioned plantation/ in order to repay his debt to (name unclear) which was incurred for supporting his son mentioned above./ Therefore, ownership of the said plantation has transferred from Abu Samat to Tambi 'Abd Al-Rahman without any dispute/

validly and clearly, and they have signed below as evidence:/ Signature of Haji Muhammad Thayib (x)/ Signature of Tambi 'Abd Al-Rahman, Lieutenant Keling/ Signatures of two witnesses//

## 2. Islamic Law in the Riau-Lingga Rumbia Plantation Sale and Purchase Agreement

This section analyzes the implementation of Islamic law in the *Surat Jual Beli Kebun Rumbia Riau-Lingga* (Riau-Lingga Rumbia Plantation Sale and Purchase Agreement) through two principal aspects: the essential elements (*rukun*) of sale and the legal conditions (*syurūt*) of sale. These two aspects form the foundational basis for determining the validity of a transaction from the perspective of *fiqh mu'āmalah* (Islamic commercial jurisprudence) (Ghazaly, 2010). Additionally, the Agreement contains references to debt as well as the roles of the judge and witnesses, both of which are explicitly stated in the text. Although judges and witnesses are not formally part of the essential elements of a sale, they play a significant role in affirming the legitimacy and legal force of such a document, particularly within the context of Islamic law as practiced in the Riau-Lingga Sultanate. The debt mentioned within the Agreement also indicates a connection between commercial transactions and the obligation to fulfill financial responsibilities in accordance with *shar'ī* principles. Therefore, all four elements—the essential components of sale, the conditions for a valid sale, the context of debt, and the roles of the judge and witnesses—are examined in an integrated manner to explain the application of Islamic law in the administrative practices of the Riau-Lingga Sultanate, as reflected in this early 20th-century sale and purchase document.

Islamic law, or *fiqh*, functions as a regulatory framework to ensure that human life aligns with Islamic principles. One of the areas governed by Islamic law is *mu'āmalah*, or social and economic transactions. According to jurisprudential classifications, *mu'āmalah* is divided into two categories: *al-adabiyyah* and *al-māddiyyah*. *Al-adabiyyah* refers to the formal and ethical aspects of transactions, such as the expression of mutual consent (*ijab* and *qabul*) and satisfaction between parties.

*Al-māddiyyah*, on the other hand, concerns material elements and encompasses transactions such as *al-bay'* (sale and purchase), *ijārah* (lease), *rahn* (collateral), *'āriyah* (loan for



use), *kafālah* (guarantee), *wadī'ah* (safekeeping), *ji'ālah* (reward), and others (Dimyati, Wahid, & Umam, 2025). *Al-bay'*, or sale and purchase, as part of *mu'āmalah māddiyyah*, is founded upon the principles of justice and public welfare in accordance with the provisions of *sharī'ah*. This principle is reflected in the verse of the Qur'an, Surah Al-Baqarah (2:275):

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

“Allah has permitted trade and has forbidden usury” (QS. Al-Baqarah: 275).

Conceptually, sale and purchase (*al-bay'*) in Islamic law is not merely understood as a transactional exchange of goods and services, but as a binding contract between two parties grounded in principles of justice and transparency. Therefore, the implementation of *mu'āmalah māddiyyah* (material transactions) must be harmonized with *mu'āmalah adabiyyah* (ethical/contractual conduct) to uphold the spiritual and legal integrity of the transaction (Dimyati, Wahid, & Umam, 2025). Furthermore, Imam al-Shāfi'ī defines a sale as the mutual exchange of property resulting in the transfer of ownership rights (al-Bugha, al-Khan, al-Shurbaji, & Maulana, 2018). This definition has since been elaborated by scholars who emphasize that a valid contract of sale must fulfill certain conditions and pillars (*shurūṭ* and *arkān*) in order to avoid *gharar* (uncertainty), *ribā* (usury), and *maysir* (speculation) (Salam, Ilham, & Sakka, 2024). Thus, trade in Islamic jurisprudence is not merely an economic act, but a legal and moral obligation grounded in certainty, fairness, and ethical responsibility.

A practical example of a trade Agreement based on Islamic legal principles can be found in The Riau-Lingga Rumbia Plantation Sale and Purchase Agreement EAP153/10/2. According to the content of the Agreement, the plantation belonged to the son of Haji Muhammad Thayib and was sold to Tambi 'Abd al-Rahman, a lieutenant of Keling, as a means to repay a debt. The authentication of the document by the judge of the Lingga Court (*Mahkamah Lingga*) was not arbitrary; it was rooted in the established norms of Islamic governance. As a Malay sultanate that upheld Islamic values, the implementation of sharia was a fundamental guideline in administrative practices, including trade transactions. This is evidenced by the use of legal terms referring to

Islamic law, such as *sharī'ah* and *ijab kabul* (offer and acceptance). Additionally, several key figures required by Islamic legal tradition were included in the Agreement—namely, the contracting parties, the court judge, and the witnesses. To determine the degree to which the document adheres to the sharia principles, an analysis of the essential elements (*arkān*) and legal conditions (*shurūṭ*) of sale in *fiqh mu'āmalah* is necessary.

#### a. Pillars of the rumbia Plantation Sale Contract

The contract (*'aqd*) is the primary indicator in the pillars of a sale transaction. Imam Shafi'i emphasizes that a sale can be valid through a contract expressed by words, writing, delegation, or gestures for the mute (Alwani & Pujiono, 2022). Therefore, the majority of scholars have established four essential elements for a sale contract to be acceptable according to Shariah: (1) the contracting parties (*al-muta'qidain*) — the seller and the buyer; (2) the offer and acceptance (*shighat* or *ijab kabul*); (3) the object being sold; and (4) the exchange value as the replacement for the object. The Rumbia Plantation Sale Letter EAP153/10/2 implements these four pillars as the foundation of its validity. The identities of the contracting parties (*al-muta'qidain*) are clearly stated, namely Haji Muhammad Thayib as the seller and Tambi 'Abd Ar-Rahman Letnan Keling as the buyer. Regarding the *shighat* or offer and acceptance, the letter mentions that both parties have declared the *ijab kabul*, although the exact wording of the contract is not explicitly included. Furthermore, the rumbia plantation is the subject of the transaction, sold for the price of 60.00 dollars (sixty ringgit).

Money functions as the exchange value used in the sale transaction of the rumbia plantation between Haji Muhammad Thayib and Tambi 'Abd Ar-Rahman Letnan Keling. Fiqh scholars distinguish the exchange value into two types: *al-tsaman* and *al-si'r*. *Al-tsaman* refers to the market price prevailing among the community at the time, while *al-si'r* denotes the cost price that traders should receive before selling to consumers (Ghazaly, 2010). In this transaction, the exchange value employed is *al-tsaman*. Fiqh scholars stipulate several conditions for the exchange value (*al-tsaman*) in a sale transaction to be valid under Shariah. First, the price agreed upon by both parties must be clearly established. Second, payment may be made at the time of the contract or deferred, provided the payment period is specifically agreed upon. Third, if the

transaction is conducted as barter (*al-muqayadhah*), the exchanged items must not include commodities prohibited by Shariah, such as pork or intoxicants.

In the Rumbia Plantation Sale and Purchase Agreement EAP153/10/2, the nominal transaction amount is conveyed through the following excerpt.

/... Haji Muhammad Thayib Haji Muhammad Ali, residing in Kudung, entered into a contract to sell a rumbia plantation owned by his son, Abu Samat, to Tambi 'Abd Al-Rahman Letnan Keling for the price of 60.00 (sixty) ringgit under a shariah-compliant contract and in the presence of two witnesses./

b. Legal Requirements for the Sale of the Rumbia Plantation

In principle, the application of Islamic law is not limited to fulfilling the essential pillars (*arkān*) of a sale contract. Therefore, this section elaborates that each pillar of sale is bound by various legal requirements (*shurūṭ al-ṣiḥḥah*) that must be met for the transaction to be considered valid. Fiqh scholars unanimously agree that the parties involved in a sale contract must fulfill several conditions. First, both parties must possess legal capacity (*'aql*) and distinct individuals; a single person cannot act simultaneously as both the buyer and the seller. In terms of legal capacity, a sales contract is deemed invalid if conducted by a minor who has not yet reached the age of reason, an insane person, or even a discerning minor (*mumayyiz*), even with the guardian's permission (Sabiq, 2010). In the case of the Rumbia Plantation Sale Letter, it is confirmed that both parties involved were mature, mentally competent, and distinct individuals.

The second condition for a valid sale is the declaration of offer (*ijāb*) and acceptance (*qabūl*). The offer is made by the party proposing to perform or refrain from an action, while the acceptance is a declaration of Agreement to the offer made by the other party (Ertanti & Fahrizi, 2023). According to fiqh, in binding contracts such as sales, leases, and marriages, the *ijāb* and *qabūl* must be explicitly stated and free of ambiguity to ensure clarity of intent among the contracting parties.

Although the Rumbia Plantation Sale Agreement EAP153/10/2 does not include a written statement of *ijāb* and *qabūl* between the two parties, it is assumed—based on the document's legal recognition—that the declaration was made orally before the Lingga Shariah Court judge. This assumption aligns with the legal requirement that *ijāb* and *qabūl* be expressed in the same place and at the same time. In the case of an immediate

or spot transaction (*bay' muṭlaq/tunā'*), timing is crucial; both payment and delivery must occur simultaneously without deferment (Hidayat, 2019). This requirement is reflected in the sale's recorded date: 1st Muharram 1324 AH.

Beyond the temporal aspect, it is confirmed that both parties mutually consented to the price and the goods sold. According to *fiqh*, the goods sold (*ma'qūd 'alayh*) must fulfill the following criteria:

- 1) The goods must exist at the time of the contract. If not physically present, the seller must affirm their ability to deliver them.
- 2) The goods must be beneficial. Thus, the sale of items such as carrion, intoxicants, or blood is invalid according to *Shariah*, as they are not considered beneficial to Muslims.
- 3) The goods must be deliverable either during the contract or at a mutually agreed time between the parties (Ghazaly, 2010).

The rumbia plantation, as the object of sale, held significant utility, particularly within the Riau-Lingga region's economy at that time. The plantation's socio-economic relevance is supported by the following excerpt from the Rumbia Plantation Sale Letter EAP153/10/2, which describes the property's location and extent:

/...namely rumbia plantation on the right (m-r-d-y-k) of Daik River, Danau, grant number 52, dated 1 Muharram 1297, with a land area of 230 depa as recorded in part (text partially missing) as stated therein.../

The Agreement also conveys ownership information, identifying the plantation as belonging to Abu Samat, the son of Haji Muhammad Thayib. Given that the letter was officially validated by the Lingga *Shariah* Court, it is clear that all aspects of the sale transaction adhered to Islamic legal principles

#### c. Provisions in the Sale and Purchase of the Rumbia Plantation

The Agreement also reveals that Haji Muhammad Thayib sold the rumbia plantation to Tambi 'Abd Al-Rahman as a means to repay a debt. In Arabic, *ad-dayn* (debt) refers to a transaction between two parties in which one party fulfils their obligation immediately, while the other defers fulfilment to a later time (Adriyana, 2020). According

to Islamic law, the repayment of debt is an obligation (wājib). This ruling is explicitly stated in Surah Al-Baqarah, verse 282.

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ  
كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ ۖ وَلَا يَبْخَسَ مِنْهُ شَيْئًا

“O, you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write, and let the one who incurs the obligation dictate. And let him fear Allah, his Lord, and not leave anything out of it.” (QS: Al-Baqarah: 282)

To further support the analysis regarding the background of the transaction described in the Agreement of sale, the following quotation from the text is presented as the basis for interpretation. This excerpt indicates that the sale of the rumbia plantation was conducted by Haji Muhammad Thayib as an effort to repay a debt, which serves as the shar‘i foundation for the contract.

#### **Quotation from the Agreement:**

/...on Wednesday, in the year 1321, Haji Muhammad Thayib sold the aforementioned plantation in order to repay his debt to (name unclear), and this debt was incurred in support of his aforementioned child. Therefore, ownership of the said plantation was transferred from Abu Samat to Tambi ‘Abd Al-Rahman, in accordance with proper and lawful procedures, with their signatures recorded below./

The foregoing explanation demonstrates that the sale and purchase of the rumbia plantation between Haji Muhammad Thayib and Tambi ‘Abd Ar-Rahman Letnan Keling complied with the pillars (arkān) and conditions (shurūṭ) of a valid sale in Islamic law. Although some requirements were not explicitly stated in the document, this does not invalidate the transaction. This conclusion is confirmed at the end of the Agreement, where it is clearly stated that ownership of the rumbia plantation had officially transferred from Haji Muhammad Thayib to Tambi ‘Abd Ar-Rahman Letnan Keling, as illustrated in the following quotation:

/...thus the ownership of the said plantation was transferred from Abu Samat to Tambi 'Abd Al-Rahman without dispute, with legal validity, and their signatures appear below/

d. The role of the Court Judge and Witnesses in the Sale of the Rumbia Plantation

The judiciary is an institution that plays a vital role in upholding justice and safeguarding human rights. In Islamic law, the judicial system is considered a *fardhu kifayah* (communal obligation). Therefore, it is incumbent upon the head of state to appoint judges who will enforce the law within society. This heavy responsibility demands that a judge possess certain qualifications in accordance with Islamic law. According to Sabiq (2010), a judge must meet the following criteria: (1) possess adequate knowledge of the Qur'an and Hadith; (2) be able to distinguish between right and wrong; and (3) be free from tyranny and carnal desires. Knowledge of the Qur'an and Hadith enables a judge to comprehend legal verses (*ayat ahkam*) and prophetic traditions, qualifying him to the level of a *mujtahid*, or one capable of independent legal reasoning (*ijtihad*).

As a region that upheld Islamic teachings, the role of judges and judicial institutions was fundamental within the Riau-Lingga Sultanate. The responsibilities of the court extended beyond criminal and civil matters to include administrative decisions. The court also issued licenses in land affairs, plantation development, and other authorizations (Swastiwi & Arman, 2024). This authority was explicitly affirmed by Raja Ali Haji, who served as an advisor to the Riau-Lingga Sultanate. His two seminal works, *Muqaddimah fi Intizam al-Waza'if al-Malik* and *Tsamarat al-Muhimmah*, remained guiding references throughout the reign of Sultan 'Abd al-Rahman Muazzam Syah II (1883–1911). This policy is reflected in various administrative letters, especially the Agreement of Sale of the Rumbia Plantation (EAP153/10/2). In this document, the Lingga court judge referred to himself using the pronoun “kami” (we), as seen in the following excerpt:

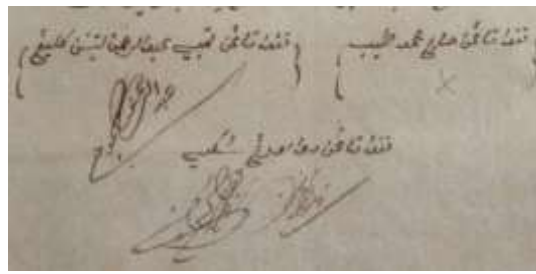
/On this day, the 1st of Muharram in the year 1324 AH, Haji Muhammad Thayib, son of Haji Muhammad Ali, residing in Kudung, appeared before us and entered into a contract to sell a rumbia plantation.../

In the Riau-Lingga Sultanate, the judge served not only as a court official responsible for administrative affairs but also as a religious authority who imparted Islamic teachings. This principle is outlined in Tsamarat al-Muhimmah, Chapter 2, Section 2, page 21, as follows:

"The court is like a ship in the vast ocean, battered by fierce storms; if the crew does not deliberate wisely, the ship will nearly sink and perish in both this world and the hereafter. One can never be free from the need for justice, political wisdom, thorough investigation, patience, fear (of God), strength in upholding the law, and courage. A judge must not fear or be discouraged by accusations or insults from litigants or the ignorant, for he must not follow his desires." (Mardiah, 2021).

In addition to judges, the role of witnesses is also explicitly acknowledged in the Agreement of Sale of the Rumbia Plantation (EAP153/10/2). In Islamic jurisprudence (fiqh), testimony is referred to as shahadah. The term shahadah derives from musyahadah, which means visual observation, as a witness provides information based on what they have personally seen (Sabiq, 2010). Testimony regarding property rights, particularly in the context of sale and purchase transactions, is permissible according to the Shafi'i school of thought. Moreover, bearing witness becomes a fardhu 'ain (individual obligation) when a person is aware of a matter that, if left untestified, may result in the loss of someone's rightful claim. Hence, like judges, witnesses must meet specific criteria for their testimony to be considered valid: (1) be Muslim; (2) possess 'adalah (moral integrity, where good outweighs evil, and never lies); (3) be of legal age (baligh); (4) be of sound mind ('aql); (5) be able to speak; (6) have strong memory; and (7) be free from any accusations.

Although the identities of the witnesses are not explicitly stated in the document, their roles are clearly indicated through the signatures appended at the end of the letter. Upon examination, two witnesses can be identified as having participated in the sale transaction of Haji Muhammad Thayib's rumbia plantation, evidenced by their respective signatures.



Figures 2: Signatures of Haji Muhammad Thayib, Tambi 'Abd al-Rahman (Lieutenant Keling), and two witnesses in the Agreement of Sale of the Rumbia Plantation (EAP153/10/2)

The number of witnesses in this transaction is in accordance with Islamic legal provisions. For instance, testimony from two male witnesses is deemed valid when the matter involves financial or property-related affairs such as sales, debts, leasing, pledges, confessions, and disputes. If two male witnesses are not available, the testimony may be substituted with one male and two female witnesses. This regulation is stated in Surah al-Baqarah, verse 282, which states:

"And bring to witness two witnesses from among your men. And if there are not two men [available], then a man and two women from those whom you accept as witnesses—so that if one of the women errs, then the other can remind her." (Al-Baqarah: 282).

#### D. CONCLUSION

Islam's presence in the Malay world was not merely the result of commercial interactions between the Malays and Middle Eastern traders, but it evolved into a *weltanschauung* (worldview) of the Malay people. In the Riau-Lingga Sultanate, the implementation of Islamic law was reflected in the Agreement of Sale of the Rumbia Plantation (EAP153/10/2), which embodies the principles of *muamalah* (Islamic commercial transactions). This study demonstrates that Islamic law functioned not only as a spiritual foundation but also as the basis of an administrative legal system within the Sultanate, grounded in the principles of economic justice. The Agreement of Sale of the Rumbia Plantation (EAP153/10/2) serves as concrete evidence of the application of *fiqh muamalah* principles, including the fulfillment of the pillars and legal conditions of sale contracts, as well as the critical roles of judges and witnesses. Through a philological approach, the document has been interpreted both as a readable text and a legal source



of historical value. This finding highlights that administrative documents from the classical Malay period can serve as vital references for understanding the integration of Islamic law with local socio-economic systems. Moreover, such documents remain relevant for developing contemporary policy rooted in local wisdom. Therefore, this study requires further research involving additional manuscripts to deepen the analysis of Islamic legal implications in the Riau-Lingga context. Future studies should also employ multidisciplinary approaches—such as socio-economic and historical analyses—to produce more comprehensive insights.

## REFERENCES

- Abdurrahman, M. (1980). *Agama, Budaya, Masyarakat Ikhtisar Laporan Hasil-Hasil Penelitian*. Jakarta: Departemen Agama Republik Indonesia.
- Abu, R. A., Rahmaniar, & Masse, R. A. (2024). "Prinsip-Prinsip Dasar Ekonomi Islam". *Mauriduna*, 92--99.
- Adriyana, D. (2020). "Konsep Utang dalam Syariat Islam". *Al-Fatih*, 49--63.
- Aini, C. N. (2018). "Hukum Islam dalam Naskah Sullam Taufiq (Kajian Filologis)". *Bapala*, 1--19.
- al-Bugha, M. D., al-Khan, M., Asy-Syurbaji, A., & Maulana, Y. (2018). *Fikin Manhaji: Fikih Lengkap Imam Asy-Syafi'i*. Yogyakarta: Pro-U Media .
- Alwani, & Pujiono. (2022). "Implementasi Akad Jual Beli Perspektif Madzhab Al-Syafi'i dan Kontekstualisasinya pada Jual Beli di Pasar Tirtayasa, Serang". *An-Nawawi: Jurnal Hukum dan Ekonomi Islam* , 35--42.
- Amar, I. A. (1982). *Fat-hul Qarib Jilid 1*. Kudus: Menara Kudus.
- Anwar, S., Bawazir, F., Sakina, R., Lukita, M., Henata, N., Miranda, & Ridwan, M. (2023). "Mazhad Syafi'i Sebagai Paradigma dalam Pemikiran dan Penetapan Hukum Islam di Indonesia". *Varia Hukum: Jurnal Forum Studi Hukum dan Kemasyarakatan* , 101-123.
- Dahlan, A. (2017). *Sejarah Melayu*. Kuala Lumpur: Dewan Bahasa dan Pustaka.
- Dalhari. (2021). "Jual Beli dalam Kajian Fiqih". *At-Tujjar*, 23--39.
- Dimiyati, Wahid, A., & Umam, S. (2025). "Kontekstulisasi Nilai-Nilai Fiqih Muamalah dalam Aktivitas Ekonomi". *Tijarotana: Jurnal Ekonomi dan Bisnis Syariah* , 1--7.
- Ertanti, I., & Fahrazi, M. (2023). "Praktik Ijab-Kabul (Akad) dalam Transaksi Jual Beli oleh Masyarakat Banjar Ditinjau dari Perspektif Hukum Ekonomi Islam". *Diversi Jurnal Hukum*, 358--379.
- Fathurahman, O. (2015). *Filologi Indonesia Teori dan Metode*. Jakarta : Prenadamedia Group .
- Gallop, A. T. (2020). "Shifting Landscapes: Remapping the Writing Traditions of Islamic Southeast Asia Through Digitisation". *Humaniora*, 97--109.
- Ghazaly, A. R. (2010). *Fiqh Muamalat*. Jakarta: Kencana Prenada Media Group .

- Hanifah, S., & Sayuti, H. (2025). "Sejarah Pemikiran Empat Ulama Mazhab". *Mauriduna*, 464--475.
- Hidayat, R. (2019). "Analisis Kedudukan Waktu dan Keabsahan Praktek Jual Beli Syariah". *Al-Istinbath*, 125--141.
- Ichsan, M. (2020). "Konsep Uang dalam Perspektif Ekonomi Islam". *Profetika*, 27--38.
- Ikram, A. (2019). *Pengantar Penelitian Filologi*. Jakarta: Masyarakat Pernaskahan Nusantara (Manassa).
- Junus, H. (1988). *Raja Ali Haji Budayawan di Gerbang Abad XX*. Pekanbaru: Universitas Islam Riau Press.
- Kinanty, N. N., & Salsabila. (2023). "Jual Beli Menurut Islam". *Jabesh: Economics Business and Science Histories*.
- Mardiah, A. (2021). *Pemikiran Keadilan Raja Ali Haji*. Kuala Lumpur : Rihla.
- Nata, A. (2012). *Metodologi Studi Islam*. Jakarta: Raja Grafindo Persada.
- Norrahman, R. A., & Aseri, F. (2025). "Analisis Filologi pada Manuskrip Hukum Islam pada Kontribusi Terhadap Pemahaman Hukum Syariah". *Pendidikan Tambusai*, 2113--2123.
- Partini, Noer, M., Suliansyah, I., & Devianto, D. (2023). "Kearifan Lokal dalam Pemanenan dan Penjualan Batang Sagu". *Agrisaintifika*.
- Pudjiastuti, T., Mujizah, Ikram, A., & Kramadibrata, D. (2018). *Kamus Filologi*. Jakarta : Badan Pengembangan dan Pembinaan Bahasa Kementerian Pendidikan dan Kebudayaan .
- Robson, S. (1994). *Prinsip-Prinsip Filologi Indonesia*. Jakarta: Perpustakaan Nasional: Katalog dalam Terbitan .
- Sabiq, S. (2010). *Fiqh Sunnah Jilid 3*. Jakarta : Al-Ithisom Cahaya Umat.
- Salam, S., Ilham, R. A., & Sakka, A. R. (2024). "Kajian Etimologi dan Terminologi Jual Beli dalam Hadis: Implikasi Terhadap Hukum dan Etika Ekonomi Islam". *El-Thawalib*, 222--233.
- Sholihah, A. K., & Sanah, S. (2025). "Nasikh Mansukh: Dinamika Perubahan Hukum dalam Al-Qur'an Sebagai Sumber Ajaran Islam yang Pertama". *Mauriduna*, 397--410.

- Sulong, J. b. (2010). "Asimilasi Hukum Islam dalam Amalan Perniagaan Melayu: Kajian Ke Atas Beberapa Manuskrip Melayu Lama". *Pengajian Melayu, Universitas Malaya*, 73--95.
- Swastiwi, A. W. (2021). "Sagu Lingga: Kebijakan Ketahanan Pangan Masa Lalu dan Warisannya". *Sosains*, 1423--1435.
- Swastiwi, A. W., & Arman, D. (2024). Situs-Situs Mahkamah dan Lembaga Peradilan Kerajaan Riau-Lingga Pada Abad Ke-19-20 Masehi. *Naditira Widya*, 33--48.
- Syahr, S. (1996). *Asas-Asas Hukum Islam*. Bandung: Alumni.
- Tebba, S. (1993). *Perkembangan Mutahir Hukum Islam di Asia Tenggara*. Bandung : Penerbit Mizan.