

ALL YOU CAN EAT PRACTICE IN MODERN CONSUMER CULTURE: LAW IN ISLAM

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ABSTRACT

The rapid development of the culinary business can be seen from the many modifications and marketing strategies aimed at increasing consumer interest. One of the marketing strategies that has attracted a lot of attention and is increasingly developing in Indonesia is the practice of eating as much as you can or commonly known as "*All You Can Eat*". The type of research used in this study is *library research* (literature study) with a qualitative approach. The data used in this study are secondary data obtained from various sources such as journals, books, official reports, and other credible and relevant documents. In the practice of eating all you can, consumers can choose and take food from all the menus provided in a buffet style. With just one payment, consumers can take as much food as they want. However, there is a time limit for eating the food that has been taken and if it is not finished, a fine will be given. In this transaction, there is no amount of size, amount and measurement as an object of sale and purchase. Not only that, every human being has a different stomach capacity to accommodate food, so that there will be injustice for consumers. This is also called *devil* which can be detrimental to one of the parties in a buying and selling transaction. In addition *evil* in the practice of eating as much as you can also contains usury, such as in the fines given to consumers who do not finish their food. Uncertainty in the contract process will also cause uncertainty in its exchange rate. Thus, some Islamic figures state that buying and selling with the practice of eating as much as you can is valid, this is because the element *evil* contained in it are *gharar yasir* or light so that it can still be forgiven. However, there are also Islamic figures who state that the practice of eating as much as you can is not valid because of the element of usury that comes from fines because consumers do not finish the food that has been provided

INTRODUCTION

Business in the culinary or food and beverage sector is one of the prima donnas that is highly sought after by various groups. The rapid development of the culinary business can be seen from the many modifications and marketing strategies with the aim of increasing consumer interest. One of the marketing strategies that has attracted a lot of attention and is increasingly developing in Indonesia is the practice of eating as much as you can or commonly known as "*All You Can Eat*". The practice of eating all you can actually started to be practiced in Indonesia by Korean and Japanese food restaurants. Even until now the practice of eating all you can has been followed by many Indonesian restaurants. In the practice of eating as much as you can, consumers can choose and take food from all the menus provided in a buffet style. With just one payment, consumers can take as much food as they want. However, there is a time limit for eating the food that has been taken and if it is not finished, a fine will be given. In this transaction, there is no amount of size, amount and measurement as an object of sale and purchase. Not only that, every human being has a different stomach capacity to accommodate food, so that there will be injustice to consumers¹. This is also called *devil* which can be detrimental to one of the parties in a sales transaction.

¹ Hani, Umi. 2021. Textbook of Fiqh Muamalah. Islamic University of Kalimantan Muhammad Arsyad Al-Banjary. Banjarmasin



Besides *evil* in the practice of eating as much as you can also contains usury², such as the fine given to consumers who do not finish their food. Uncertainty in the contract process will also cause uncertainty in its exchange value. It can be seen from the details of the food ingredients provided with the price determined unclearly. So if reviewed from the opinion of the scholars of muamalah fiqh in the buying and selling process there are pillars of buying and selling, namely the object of the contract and the exchange value, while the price with the amount of exchange value in the practice of eating as much as you can that has been agreed upon by both parties is unclear.

The practice of eating as much as you can has indeed become a culture in modern consumption. This is welcomed by many parties and many even apply it in their own businesses. In Islamic law, unclear buying and selling that is not seen by the parties involved such as buyers or sellers is considered invalid³. As Imam Syafi'i said⁴ that the sale and purchase is vague or unclear because there is an element of fraud. Thus the unclear object of the sale and purchase in the practice of eating as much as you can as explained above, is the reason for the author to know more about the Islamic economic review. The author pours this into a title, namely "All You Can Eat Practices in Modern Consumption Culture: Challenges and Opportunities in Islamic Economics".

LITERATURE REVIEW

In the view of Islam, buying and selling is an activity of exchanging goods with their value and is carried out voluntarily and according to mutual agreement. Buying and selling has often been carried out in community life, but there are still many who do not understand the norms of buying and selling so that it can cause losses and damage in life. Department of Religion of the Republic of Indonesia (2019) states that the legal basis for buying and selling has been explained in the Al-Quran Surah Al-Baqarah verses 275 and 282, namely:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ
 الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا
 فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ
 فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ ﴿٢٧٥﴾

Meaning: Those who consume (transact with) usury cannot stand, except like a person who staggers because of being possessed by Satan. That is because they say that buying and selling is the same as usury. Whereas, Allah has permitted buying and selling and prohibit usury. Whoever has received a warning from his Lord (concerning usury), then he stops so that what he has obtained first becomes his and his business (is up to) Allah. Whoever repeats (usury transactions), those are the inhabitants of hell. They remain in it.

Apart from Surah Al-Baqarah, there is also Surah An-Nisa verse 29, Hadith from the history of Ibn Majah and Hadith from the history of Bukhari and Muslim. In Islamic sharia, buying and selling cannot contain prohibited elements in any transaction. Prohibited elements

² Devi, A Faiza. 2019. Islamic Law Review of the System *All You Can Eat* at Shabu AUCE Restaurant, Semarang City. Thesis, Faculty of Sharia and Law, Walisongo State Islamic University, Semarang

³ Lastri A., Elsi, F, Syari, Anisa, Perni, Rahmat, Haniyah, Febriani, Erlina, Febi and Nadia. 2022. Sale and Purchase Agreement in the Perspective of Muamalah and the Role of BMT in LKS. Pustaka Egalitarian. Yogyakarta

can be usury, *maysir*, *evil* and forbidden. Where these forbidden elements must be avoided so as not to violate Islamic law.⁴

In the Hanafi school of thought there are three laws and characteristics of buying and selling⁵ that is :

1. Transactions that comply with the terms and conditions are called valid sales and purchases.
2. Transactions that do not meet the requirements in the pillars of sale and purchase are called void sales and purchases. This is because the person who makes the contract is not an expert, or the sale of prohibited goods such as alcohol, pork, carcasses and blood.

Transactions that are not in accordance with sharia policy and whose nature is not in line with sharia are called defective buying and selling. In this case, it could be in the form of buying and selling carried out by *mumayyiz*, but it is stupid so it does not comply with existing conditions.

RESEARCH METHODS

The type of research used in this study is *library research* (literature study) with a qualitative approach. The data used in this study are secondary data obtained from various sources such as journals, books, official reports, and other credible and relevant documents. Departing from the basis of the study verses on the theme where this study will examine a problem of all-you-can-eat practices in modern consumer culture: challenges and opportunities in Islamic economics through an examination of literature literacy. Data comes from the rules of law or verses of the Al-Quran which are then studied with Islamic economic literature and literature related to the research. Literature study is a technique for collecting data that involves understanding and researching theories from various literary works that are relevant to the topic. Data can be collected by looking at and searching through various sources, including books, journals, and previous studies.

RESULTS AND DISCUSSION

A. Theories of Islamic Figures on the Practice of All-You-Can-Eat in Modern Consumer Culture.

Based on the theory of Islamic figures or scholars, namely Dr. Achmad Sultoni, S.Ag stated that the concept of the practice of eating as much as you can or commonly known as *all you can eat* is a lawful and legitimate sale and purchase, but the problem is the fine system that is applied if the buyer does not finish his food, then the application of such a fine can be usury. In the rules of the practice of eating as much as you can, it can harm one party, both the buyer and the seller. This can happen because each person's portion of food is not the same, so it can cause *evil*. *Gharar* is caused by the uncertainty of the amount of food that will be consumed by the buyer, besides that, seen from if the system and conditions of buying and selling have been fulfilled, then the scholars state that the practice of eating as much as you can is still permitted.⁶

Based on the results of previous research conducted by Nurhidayah on "buying and selling food using the system *All You Can Eat* according to the opinion of scholars Sheikh Shalih Al-Fauzan and Sheikh Ibnu Utsaimin (Case Study at the Hanamasa Center Point Restaurant, East Medan District). In his research, buying and selling with the system *All You Can*

⁴ Sarwat, Ahmad. 2018. *Fiqh of Buying and Selling*. Rumah Fiqh Publishing. South Jakarta

⁵ Devi, A Faiza. 2019. *Islamic Law Review of the System All You Can Eat at Shabu AUCE Restaurant, Semarang City*. Thesis, Faculty of Sharia and Law, Walisongo State Islamic University, Semarang

⁶ Zidan, M., Enik, W., Yohani., and Tomy. 2022. *Analysis of the Concept of Buying and Selling with the System All You Can Eat in Sharia Perspective*. Proceedings of the National Seminar on Accounting, Finance and Economics. State University of Malang. Malang

Eat According to Sheikh Shalih Al-Fauzan, it is haram. This is based on the hadith of the Prophet Muhammad SAW¹⁰, where in this concept of buying and selling contains uncertainty in the amount and measure of food being bought and sold, so that the amount of food consumed by the buyer sometimes exceeds the set price or not. However, according to Sheikh Ibn Utsaimin, where buying and selling in the practice of eating as much as you can is permitted even though there is *aevil*, However *evil* what happens in it including *gharar yasiror* light¹¹. *The risk of loss* Imam Nawawi once likened it to people who enter the toilet by paying a certain rent. In fact, each person uses different amounts of water, and each person's time in the toilet will not be the same. This is the same as the practice of eating as much as you can *or all you can eat* where the amount of food in it is not known for sure because there is a term "all you can eat". Thus in a sales agreement with the concept *all you can eat* or the practice of all you can eat is not legal⁷.

Based on the results of research conducted by Khadijah AL-Kubro on "all you can eat food sales model reviewed from the Civil Code and complications of Islamic economic law Case Study at the Seasoing Korean BBQ Shop Malang". The results of the study stated that as stated in article 78 KHES has met the requirements in sales but one of the requirements is not met, namely *may Allah bless him* or the quantity and measurement of the goods contained therein must be known. Thus, there is an indication of the presence of element *sevil*, although *evil* what's in it is just that *gharar yasiror* light so that it can be forgiven and this sale and purchase is still permitted or legally valid⁸.

Devi Amalia Faiza has conducted research on "Islamic legal review of the legal system". *all you can eat* at the AUCE shabu restaurant in Semarang City. The results of his research stated that the practice of buying and selling with the system *all you can eat* at AUCE Semarang shabu restaurant is permissible or permissible. This is due to the unclear nature of the object being traded and its exchange value, so it is included in the light *gharar* which can still be tolerated by *'urfand* both parties

B. Law in Islam

In the practice of eating all you can, consumers can choose and take food from all the menus provided in a buffet style. With just one payment, consumers can take as much food as they want. However, there is a time limit for eating the food that has been taken and if it is not finished, a fine will be given. In this transaction, there is no amount of size, amount and measurement as an object of sale and purchase. Not only that, every human being has a different stomach capacity to accommodate food, so that there will be injustice for consumers.

In Islamic law this is called *evil* and due to the uncertainty of the amount of food that will be consumed by the buyer, in addition to that, seen from the system and the conditions of the sale and purchase that have been fulfilled, the scholars stated that the all-you-can-eat practice system is still permitted. This is because *evil* contained in this condition only includes *gharar yasiror* light so that it can still be tolerated and forgiven.

However, when consumers do not finish their food, they will be fined so that this can contain elements of usury. This makes the practice of eating as much as you can prohibited by Islamic figures such as Dr. Achmad Sultoni, S.Ag. Buying and selling with the practice of eating as much as you can or the system *All You Can Eat* According to Sheikh Shalih Al-Fauzan, it is haram. This is based on the hadith of the Prophet Muhammad SAW¹⁵, where in

⁷ 10 Aisyah I, and Fahiman, I. 2024. Review of Sharia Economic Law on Food Buying and Selling Practices with Concept *All You Can Eat* (Study at Kenzea Culinary Restaurant, Bengkulu City). At-Tasharrui: Journal of Islamic Economic Law Studies. Vol 2 (1)

⁸ Choiriyah, Siti. 2009. Muamalah: Buying and Selling and Other Than Buying and Selling (Deepening of Fiqh Material for Madrasan Tsanawiyah Teachers). Center Developing Academic Quality (CDAQ) STAIN Surakarta

this concept of buying and selling contains uncertainty in the amount and measure of food being bought and sold, so that the amount of food consumed by the buyer sometimes exceeds the set price or not. However, according to Sheikh Ibn Utsaimin, where buying and selling in the practice of eating as much as you can is permitted even though there is *aevil*, However *evil* what happens in it including *gharar yasiror* light.

CONCLUSION

One of the marketing strategies that has attracted a lot of attention and is increasingly developing in Indonesia is the practice of eating as much as you can, or commonly known as "all you can eat". *All You Can Eat*". In the practice of eating all you can, consumers can choose and take food from all the menus provided in a buffet style. With just one payment, consumers can take as much food as they want. However, there is a time limit for eating the food that has been taken and if it is not finished, a fine will be given. In this transaction, there is no amount of size, amount and measurement as an object of sale and purchase. Not only that, every human being has a different stomach capacity to accommodate food, so that there will be injustice for consumers. This is also called *evil* which can be detrimental to one of the parties in a buying and selling transaction. In addition *evil* in the practice of eating as much as you can also contains usury, such as in the fines given to consumers who do not finish their food. Uncertainty in the contract process will also cause uncertainty in its exchange rate. Thus, some Islamic figures state that buying and selling with the practice of eating as much as you can is valid, this is because the element *evil* contained in it are *gharar yasiror* light so that it can still be forgiven. However, there are also Islamic figures who state that the practice of eating as much as you can is not valid because of the element of usury that comes from fines because consumers do not finish the food that has been provided.

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