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Analysis of Food Buying and Selling with the All You Can Eat System: An Approach from the Perspective of Scholars Sheikh Shalih Al-Fauzan & Sheikh Ibn Utsaimin

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Abstract
This study aims to analyze the practice of buying and selling food using the All You Can Eat (AYCE) system from an Islamic legal perspective, specifically according to the views of scholars Sheikh Shalih Al-Fauzan and Sheikh Ibn Uthaymeen. The AYCE system, which offers customers all-you-can-eat food at a fixed price, has become a trend in various restaurants, but has sparked debate regarding its suitability with the principles of Islamic fiqh. This study uses a qualitative approach with a literature review of fatwas and the opinions of the two scholars. The results of the analysis show that both scholars have views that focus on the aspects of fairness and ambiguity in transactions in the AYCE system. Sheikh Shalih Al-Fauzan emphasizes the importance of clarity in transactions and there are no elements that are detrimental to both parties, while Sheikh Ibn Uthaymeen believes that if there is an element of uncertainty in the amount of food consumed, the system could potentially contain elements of gharar (unclearness) which is prohibited in Islam. Therefore, the conclusion is that the practice of AYCE can be considered if it meets the principles of fairness and clarity of transactions according to Islamic law. This research is expected to provide further insight for business actors and the public in understanding the aspects of Islamic law related to modern food buying and selling practices.

I. INTRODUCTION

Buying and selling is a form of social interaction involving relationships between individuals based on certain pillars and conditions established in Islamic law. Although buying and selling is an essential part of daily life and is practiced almost constantly by various groups in society, its implementation in accordance with Islamic law is not always guaranteed, even by Muslims themselves. This is due to some people's lack of understanding, or even complete ignorance, of the specific rules stipulated in Islam regarding buying and selling transactions. Therefore, this lack of understanding can lead to buying and selling practices that are not in accordance with Islamic law, which in turn can affect the permissibility and blessings of the transactions.

Interactions within society are expected to have a positive impact and benefit every individual involved. One of the most common forms of interaction is buying and selling, the process by which people fulfill their needs and desires through the exchange of goods or services. In Islam, buying and selling activities are regulated in detail and with great care to ensure that every transaction is in accordance with Islamic law. With these rules, Islam aims to help its followers maintain good relationships with each other and avoid harmful or unethical practices. This demonstrates that Islam exists as a system of teachings that not only comprehensively regulates aspects of human life but is also universal, with rules applicable to all levels of society (Kasiono, 2023).

The buying and selling system in society is now increasingly diverse, one example is the concept of buying and selling food known as all you can eat. This all you can eat system is often interpreted as "eat as much as you can for one price." In the implementation of this concept, some restaurants offer consumers the option to pay a certain amount of money, and in return, consumers can enjoy a variety of dishes available without any quantity limit until they are full. Innovation in this transaction model reflects changes in consumer preferences and business strategies, where culinary entrepreneurs seek to attract customers by providing greater consumption freedom, while on the other hand, consumers benefit from flexibility in the food choices they can consume.

The all-you-can-eat system is a food trading method that allows consumers to pay a fixed price to enjoy an unlimited number of dishes, within a specified timeframe. This model is increasingly popular in modern restaurants because it gives consumers the freedom to choose and consume as much food as they desire, without having to consider additional costs. However, in Islam, every transaction in the field of muamalah must follow principles in accordance with sharia (Eka, 2018), which regulate aspects of fairness, honesty, and halal (permissible) in transactions. Therefore, there is a need to review this model from the perspective of Islamic law. Prominent scholars such as Sheikh Salih Al-Fauzan and Sheikh Ibn Uthaymeen have provided their views in the form of fatwas regarding the all-you-can-eat system, to assess whether the practice complies with Islamic principles, particularly in terms of fairness and avoiding potential elements of gharar (uncertainty) in transactions. This review is important to ensure that this system not only provides economic benefits but also does not conflict with Islamic teachings.

II. RESEARCH METHODS

In this study, the author used library research as the primary approach to data collection and evaluation. Using this approach, the author collected secondary data from various related literature, such as books, research reports, scientific journal articles, and other sources closely related to the problem being discussed.

All literature was collected and then selected based on inclusion-exclusion criteria, such as year of publication, relevance to the problem, and source validation. This study aimed to determine the material's relevance to the issues to be discussed. This research also aimed to provide in-depth insight into "A Study of Legal Political Aspects in the Application of the Principle of Justice to Islamic Law." Furthermore, it served as a foundation for future research.

III. RESULTS AND DISCUSSION

A. Definition of Buying and Selling and All You Can Eat System

Buying and selling, according to its Arabic meaning, comes from the words meaning to own and to buy. (As-Sa'di, 2008). In the Great Dictionary of the Indonesian Language, buying and selling is defined as a form of mutually binding agreement between two parties, namely the seller, who is the party who owns the goods to be traded, and the buyer, who is the party who pays the price for the goods sold. This buying and selling process is a form of transaction that is commonly carried out in everyday life, where there is an agreement between the seller and the buyer regarding the object being traded and the mutually agreed price. In this context, both the seller and the buyer have obligations that must be fulfilled in accordance with the agreement that has been made, and the transaction will be valid if it is carried out in accordance with the pillars and conditions that apply in civil law and Islamic law.

In Islamic jurisprudence, buying and selling is referred to as al-ba'i, which means selling, exchanging, or trading something for something else. (Dimayudin Djuaini, 2020) In Arabic, the word al-ba'i is often used to describe its opposite, namely the word as-syira', which means to buy. Therefore, although al-ba'i literally means to sell, this word also includes the meaning of buying, because the two words (al-ba'i and as-syira') are often used interchangeably and have complementary meanings. In a broader context, there are also other terms related to al-ba'i, namely at-tijarah, which means trade, and al-mubadalah, which refers to the exchange of goods. All of these terms are interconnected in economic transactions, which essentially aim to facilitate the exchange of goods or services between individuals or parties involved. In his analysis, the buying and selling system in Islamic jurisprudence is not only seen from a transactional perspective, but also involves moral values and justice, where each party has the same rights in obtaining and exchanging goods at a mutually agreed price.

The following is an understanding of buying and selling according to several scholars:

1. Shafi'i school of thought

God willing مال مبال والمراد´ بالمقابلة المضاوعة ,
وهي أن يدفع كل واحد من ألانبي عوضا للآخر، فتخرج بذلك.
مال مبال به عقد النكاح لنه مقابلة مال بغْيه

According to Islamic law, buying and selling means exchanging property for property through a specific method. This involves a contract that ensures the exchange of property for property.

Exchange through the method of iwadh (change) means that each party hands over something they own to the other in exchange for what they intend to receive. Therefore, buying and selling (al-bai) is not considered a gift, as a gift involves obtaining something without any replacement. Furthermore, buying and selling differs from the contract in marriage, as it involves exchanging something for something else. (Al-Jaziri, 1986).

2. According to Hanafiyah

مبادلة شيء مرغوب فيه بمتل على وجه مخصوص

Exchange something you want for something equivalent in a certain useful way. (Al-Hanafi, 1995).

3. According to Hanabilah

مبادلةالمل بالمال تمليكا

Exchanging property for property with the aim of transferring ownership.

4. According to Sayyid Sabiq

According to Sayyid Sabiq, buying and selling is the exchange of property for property based on mutual consent, or the transfer of ownership by exchange in the desired form. (Sabiq, 2009).

5. According to Ibn Qudamah in the book Al-Mugni

Exchange of property for property, in order to make each other's property. In this definition, the words "owning and ownership" are emphasized, because there are also exchanges of property that do not require ownership, such as renting (al-ijarah). (Ibn Qudamah, 1941).

6. According to Malikiyah

A sale and purchase is a reciprocal contract, not just for profit, nor for pleasure. This means that a contract is a binding contract between both parties. Furthermore, the object of the sale, not the benefit or the result, is the object of the exchange.

7. Imam An Nawawi in the book Al Majmu'

Buying and selling is exchanging goods for goods with the intention of giving ownership.

*All You Can Eat (AYCE)*is a concept implemented in some restaurants, where customers can enjoy a variety of dishes in unlimited quantities by paying a predetermined fixed price. In this system, customers are given the freedom to choose and take as much food as they want from a variety of menu options available, either by helping themselves through a buffet system or by being served by restaurant staff in stages. To prevent abuse and to maintain the smooth operation of the restaurant, there is usually a time limit imposed, where customers are only allowed to eat within a certain period, such as 90 to 120 minutes. This concept, which emphasizes freedom of consumption at a fixed price, is attractive to many consumers because it gives them the opportunity to enjoy a variety of foods in large quantities, but on the other hand, restaurants must manage this system carefully to avoid losses in terms of costs and operational feasibility.

Restaurants that implement an all-you-can-eat system typically offer a wide selection of dishes, including appetizers, main courses, and desserts, providing customers with a wide variety of options. This concept has become very popular in various types of restaurants, such as Japanese restaurants serving sushi, grill restaurants offering barbecue, and other international restaurants that allow customers to enjoy a variety of cuisines.

From a fiqh perspective, this concept of buying and selling can be analyzed based on several aspects of Islamic law, particularly those related to fairness in the transaction ('adl) and the clarity of the contract (bayyin). A fixed price set in advance without taking into account the quantity of food consumed can lead to debate regarding the clarity of the contract, as there is no definitive measure of the value of the benefits received by both parties. Nevertheless, this model can be considered valid as long as both parties—seller and buyer—have agreed on the terms of the transaction, including payment and use of the facilities provided. Furthermore, it is important to consider Islamic consumption ethics, such as the prohibition on wasting food (israf), which poses a challenge in this concept due to the potential for customers to take excessive amounts of food without finishing it. Therefore, the implementation of this model requires supervision and education for customers to maintain the principles of sustainability and social responsibility in food consumption.

B. Legal basis

Buying and selling is a form of transaction that is clearly regulated in Islamic law, where Islamic law explicitly provides provisions related to the law of taklifi, namely the law that regulates human actions based on obligations, prohibitions, or permissibility. In this case, buying and selling is ruled as a permissible activity (mubah), in accordance with the basic principles of Islam that regulate social and economic interactions. This permissibility of buying and selling can be found in various sources of Islamic law, including the Qur'an, Hadith, and the consensus of scholars, which emphasize that buying and selling transactions are part of a valid transaction as long as they meet the conditions and pillars established by sharia.

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْا لَا تَأْكُلُوْٓا God willing تِجَارَةً عَنْ تَرَاضٍ
مِّنْكُمْ ۗ وَلَا تَقْتُلُوْٓا اَنْفُسَكُمْ ۗ اِنَّ اللّٰهَ كَانَ بِكُمْ or

Meaning: O you who believe, do not consume your neighbor's wealth in a vanity (unrighteous) manner, unless it is in the form of commerce based on mutual consent between you. Don't kill yourself. Indeed, Allah is Most Merciful towards you. (Q. S An-Nisa' [4]:29). (Indonesian Ministry of Religion, 2005).

This verse explains that business transactions are permissible based on the principle of mutual consent between the two parties. This means that the transaction must take place with the mutual consent of each party involved, so that the results can be enjoyed without any objection or doubt. However, this verse also reminds us not to plunge ourselves into sin by violating God's commands. Furthermore, it emphasizes the prohibition against killing fellow human beings, as all humans originate from the same soul. God, in His Most Merciful nature, forbids actions that damage interpersonal relationships or violate the rights of others, in order to maintain the welfare and harmony of humanity.

God bless you كَمَا يَقُوْمُ الَّذِيْ يَتَخَبَّطُهُ الشَّيْطٰنُ مِنَ الْمَسِّ ۗ
God bless you God willing فَمَنْ جَاۤءَهٗ مَوْعِظَةٌ مِّنْ رَّبِّهٖ
فَانْتَهٰى فَلَهٗ مَا God willing اَصْحٰبُ النَّارِ ۚ هُمْ فِيْهَا خٰلِدُوْنَ

Meaning: Those who consume (transact in) usury cannot stand except as one who staggers due to a devil's possession. This is because they say that buying and selling is the same as usury. But Allah has permitted buying and selling and forbidden usury. Whoever receives a reminder from his Lord (regarding usury), then he desists until what he had acquired becomes his own and his affair is with Allah. Whoever repeats (usury transactions), those are the inmates of the Fire, they will abide therein forever. (Q. S Al-Baqarah [2]:275)

This verse provides a clear picture of the permissibility of buying and selling activities and the prohibition of usury. Allah SWT explicitly permits buying and selling as a legitimate form of transaction and prohibits usury due to its detrimental nature. Although both aim to achieve economic gain, there are significant fundamental differences between the two, particularly in the method of obtaining profit. In buying and selling, profit is obtained through lawful efforts and based on the willingness of both parties, while usury involves taking unfair advantage of another party. Furthermore, buying and selling has a mechanism for liability for the risk of loss, while usury often imposes losses only on certain parties, thus contradicting the principle of justice in Islam (Suma, 2013).

According to Hanafi scholars, the law of buying and selling applies to individuals in society, including those who conduct transactions with the status of mauquf, also known as fudhul buying and selling, namely buying and selling without the permission of the owner of the goods (Zadul, 2019). In this case, the validity of the sale is not immediately considered valid until the owner of the goods gives consent or gives permission for the transaction. Therefore, the effectiveness of this type of sale and purchase transaction depends on the willingness (rida) of the owner of the goods concerned, so that the transaction can be declared valid according to sharia.

Hadith from al-Baihaqi, Ibn Majah and Ibn Hibban, Rasulullah stated:

God willing

Meaning: In fact, buying and selling is legal with likes and likes. (HR. Ibn Majah).

According to Hanafi scholars, the law of buying and selling applies to individuals such as the public (mauquf) and those engaged in fudhul (buying and selling without the owner's permission). Therefore, its effectiveness remains until they consent (mutual consent).

God willing: God willing فقال : عمل الرجل بيد ہِ
وكل بيع مبرور)رواه احمد(

Meaning: "Prophet SAW. Asked by a friend about the best livelihood (profession), the Prophet answered: "A human's business with his own hands and every sale and purchase is mabrūr (blessed)." (HR. Ahmad).

This hadith demonstrates that Allah has permitted buying and selling as a legitimate form of transaction, while simultaneously forbidding the practice of usury (riba), which is unfair overpayment. This permissibility makes trading a noble and good profession in Islam. Conversely, if someone engages in prohibited transactions, such as usury, fraud, forgery, or other actions that violate Islamic law, this is categorized as the unlawful appropriation of another person's property (baṭil), which is clearly prohibited by Islamic teachings.

Islamic jurisprudence scholars, from ancient times to the present, have agreed that buying and selling is a form of transaction permitted by Islamic law, provided all the established pillars and conditions are met. This agreement is based on the fact that humans, as social beings, cannot fulfill all their needs independently without the assistance and interaction of others. Therefore, the existence of buying and selling transactions is crucial because through this mechanism, individuals can easily obtain goods or necessities they lack from others, thus creating mutually beneficial relationships that support the continuity of communal life.

C. The Views of Ulama Sheikh Shalih Al-Fauzan on the Sale and Purchase of Food with the All You Can Eat System and the Legal Basis that Supports It.

Regarding the sale and purchase of all-you-can-eat food, which does not involve measuring, weighing, or calculating the quantity and weight of food consumed, this is known as the jizaf sale and purchase. Literally, jizaf means eating in large quantities. Meanwhile, in Islamic jurisprudence terminology, jizaf refers to a type of sale and purchase conducted without measuring, weighing, calculating, or re-measuring the goods being traded. Thus, this transaction contains an element of uncertainty that can give rise to the potential for gharar, namely uncertainty regarding the quantity and quality of the goods being traded (Ash-Shawi & Al-Mushlish, 2004).

Looking at the buying and selling system described above, Sheikh Shalih Al Fauzan's perspective states that the system contains an element of gharar, namely excessive uncertainty or doubt in the transaction. Gharar can create potential losses for one of the parties involved due to uncertainty regarding the quantity or quality of the goods obtained. Based on this view, the sale of food using the "All You Can Eat" system is considered haram, because it contains an element of uncertainty that is inconsistent with the principles of justice and transparency taught in Islamic law, thus giving rise to the potential for unacceptable losses.

According to Sheikh Shalih Fauzan, the all you can eat concept includes buying and selling gharar and is haram. He said:

God willing website:كل ما تشاءمن هذه المأكولات
المعروضةوادفع website

"I was asked about the phenomenon in some restaurants, where the owner tells the customer, 'Please eat whatever is served, and pay a certain amount.' I said, 'This is an unclear transaction, and anything unclear should not be sold until the limits are clearly stated.'" (Al-Fauzan, 2005).

God bless you كَمَا يَقُوْمُ الَّذِيْ يَتَخَبَّطُهُ الشَّيْطٰنُ مِنَ الْمَسِّۗ
God bless you God willing فَمَنْ جَاۤءَهٗ مَوْعِظَةٌ مِّنْ رَّبِّهٖ
فَانْتَهٰى فَلَهٗ مَا God willing اَصْحٰبُ النَّارِ ۚ هُمْ فِيْهَا خٰلِدُوْنَ

Meaning: Those who consume (transact in) usury cannot stand, except as one who staggers because of a devil possessed. That is because they say that buying and selling is the same as usury. But Allah has permitted buying and selling and forbidden usury. Whoever receives a reminder from his Lord (regarding usury), then he desists until what he had previously acquired becomes his own and his affair is with Allah. Whoever repeats (usury transactions), those are the inmates of the Fire, they will abide therein forever. (Q. S Al-Baqarah [2]:275)

And based on the hadith of the Prophet narrated by Imam Muslim:

God willing اشترى طعامافلايبعه حتى يكتاله)رواه مسلم(

"From Abi Hurairah Radiyallahuanhuma said: that Rasulullah SAW said "one who buys food should not sell it (again) before he measures it to the right size." (HR Muslim).

In terms of language, gharar is interpreted as al-khatr and al-taghrir, which means an appearance that causes damage, or something that looks pleasant, but in reality actually causes hatred (Az-Zuhaili, 2004).

Al-Jurjani explains that gharar is something that has an element of uncertainty, particularly regarding the existence or absence of a particular object or condition. Linguistically, gharar can be defined as a form of deception or trickery that involves a high probability of someone being unwilling to accept a condition when the truth is revealed. This falls under the category of consuming another person's property in an unlawful or invalid manner (Az-Zuhaili, 2011).

In Islamic jurisprudence, gharar encompasses various aspects such as cheating (ghisy), fraud (khida'), uncertainty regarding the goods being traded (jihalah), and the inability to deliver the goods subject to the transaction (Nurinayah, 2023). The main element of gharar is significant uncertainty for both parties involved in a transaction, which occurs because the contract is naturally built on certainty. This uncertainty creates an imbalance in the transaction and has the potential to harm one of the parties.

In the book Al-Furuq, gharar, or uncertainty in transactions, can be classified into three levels: gharar katsir (high degree of uncertainty), gharar qalil (minor uncertainty), and gharar mutawassit (moderate uncertainty). Each type of gharar has its own impact and rulings in the practice of muamalah.

1. *Gharar*Katsir

*Gharar*This type of gharar refers to a very high level of uncertainty, so transactions containing this element are prohibited and considered invalid (fasid). An example is a transaction involving the sale of fish still in a pond. Because the fish cannot be seen directly, either in terms of quality or quantity, there is a high possibility of errors or mistakes in estimating it. Other examples include selling baby animals still in their mother's womb without selling the mother, selling goods of an unknown type, or handing over the purchase price without specifying a definite delivery time. According to tradition or 'urf, this type of gharar often gives rise to disputes between the parties involved in the contract, so scholars agree that transactions containing gharar katsir are not permitted.

2. *Gharar Qalil*(Low Level Ambiguity)

This type of gharar refers to uncertainty that is so small in degree that it is acceptable and tolerable by both parties in a transaction (Wahab, 2019). Examples include the sale of batteries, where the battery life cannot be guaranteed, or the sale of a house without the buyer first inspecting the foundation. Furthermore, renting a house for a month also falls under gharar qalil because the number of days in a month can vary (28, 29, 30, or 31 days). This type of uncertainty is not significant and is considered normal by common tradition ('urf), so such transactions remain valid and permitted by scholars.

3. *Gharar Mutawassit*(Moderate Ambiguity)

This type of gharar falls between gharar kathir and gharar qalil, so its status depends on the specific situation. In some cases, it can be considered tolerable gharar qalil, while in others, it can escalate to the illegal gharar kathir. Examples include selling something hidden in the ground, selling goods in a lump sum without details, paying for goods before handing over the object, or selling goods without their presence. The assessment of gharar mutawassit often requires further study based on the context and potential impact on the parties to the transaction.

The above statement is supported by Sheikh Muhammad As-Syinqithi, who in his study of Syarh Umdatul Fiqh stated that All You Can Eat (eat as much as you can) transactions are prohibited because they contain elements of jahalah (uncertainty). He was asked about the law of buying and selling food by means of "eating until full" at a fixed price, and he answered that this kind of transaction is an unclear sale (majhul), because the term "full" in humans does not have clear boundaries. Thus, such transactions are prohibited based on the information from the Qur'an and As-Sunnah, because in sharia law, a transaction is only valid if all elements related to the goods or services being traded are clear, starting from the criteria, quantity, to the size that can be measured with certainty.

Sheikh As-Syinqithi explained that in buying and selling transactions, clarity is crucial for maintaining fairness and avoiding uncertainty. The concept of jahalah (unclear meaning) inherent in All You Can Eat transactions arises from the lack of a clear definition of what constitutes "fullness." This creates the potential for injustice, where one party, particularly the seller, may be disadvantaged due to the inability to predict how much food the buyer will consume. From an Islamic legal perspective, transactions containing this kind of ambiguity are considered invalid because sharia prioritizes transparency and certainty in all aspects of a transaction. Without clarity regarding the amount or limits received, these transactions risk causing unfair losses to one party, which is contrary to the principle of justice in Islam.

D. Ulama Sheikh Ibnu Utsaimin's views on buying and selling food using the All You Can Eat system and the legal basis that supports it.

Sheikh Ibn Uthaymeen, discussing the "all you can eat" trade, likened this situation to people using public water and toilet facilities rented for the same price. Although the rental price remains fixed, the amount of water used by each individual can vary. In this case, the rent paid for using the public toilet contains an element of mild ambiguity (garar yasīr), which is generally accepted by society with a high degree of tolerance and does not give rise to disputes.

message God willing message هناك:page

"The Sheikh said: There are a number of shops that sell food and say: Pay 20 riyals and eat until you are full." Answer: It seems that this is a form of tolerance because the food menu is already known. However, if someone knows that he is a big eater, then he must ask the restaurant owner for permission, because people are different." (Al-Utsaimin, 2015).

The legal basis is surah al-Baqarah (2): 275 which reads:

God bless you كَمَا يَقُوْمُ الَّذِيْ يَتَخَبَّطُهُ الشَّيْطٰنُ مِنَ الْمَسِّۗ
God bless you God willing فَمَنْ جَاۤءَهٗ مَوْعِظَةٌ مِّنْ رَّبِّهٖ
فَانْتَهٰى فَلَهٗ مَا God willing اَصْحٰبُ النَّارِ ۚ هُمْ فِيْهَا خٰلِدُوْنَ

Meaning: Those who consume (transact in) usury cannot stand except as one who staggers due to a devil's possession. This is because they say that buying and selling is the same as usury. But Allah has permitted buying and selling and forbidden usury. Whoever receives a reminder from his Lord (regarding usury), then he desists until what he had acquired becomes his own and his affair is with Allah. Whoever repeats (usury transactions), those are the inmates of the Fire, they will abide therein forever. (Q. S Al-Baqarah [2]:275)

And based on the Hadith of the Prophet SAW:

Words: Words الحصاةوعن بيع الغرر)رو ه مسلم)

"The Messenger of Allah (peace and blessings of Allah be upon him) forbade the sale of hasoh (the result of throwing pebbles, that is what is bought) and forbade the sale of gharar (containing elements of uncertainty)." (HR Muslim).

Ibn Rushd also said that the law of buying and selling contains gharar yasīr, he said:

God willing يجوز

"Fiqh experts agree that gharar that causes great loss is not permissible. Whereas gharar that is only small and still tolerable is permissible." (Ibn Rushd, 2002).

Ibn Qayyim also provided an example of acceptable gharar yasir, or minor gharar, stating that transactions involving minor uncertainties undertaken for the public good and tolerable are still permissible in Islam. This minor gharar does not constitute a reason to prohibit a form of trade, as long as the uncertainty is within reasonable limits and does not harm any party. For example, in a transaction to rent an animal, a house, or a shop, even though there is a possibility that the rented animal may die or the rented building may be damaged or collapse, this is not considered gharar that would invalidate the transaction, because these risks are part of life and cannot be avoided. Similarly, in the example of a bathhouse, when a person pays an entrance fee to use the bathing facilities, he does not know for certain how much water will be used, how much soap will be used, or how long he will be in the bath. Despite this uncertainty, it is still considered minor gharar that does not prevent the transaction. Ibn Qayyim's opinion is also supported by the ijma' (agreement) of the companions who stated that gharar yasīr or small uncertainties in muamalah transactions are acceptable, as long as they do not cause significant losses to one of the parties.

Imam Nawawi said:

نقل ماءاإل مجاع يف أشياء غررها حقري

"There is a quote from ijma' (the consensus of the ulama) regarding the permissibility of a little gharar on something (An-Nawawi, 2000).

Scholars generally seem to agree on the acceptability of transactions containing a relatively small element of gharar (uncertainty). They acknowledge that transactions with a low level of gharar (gharar yasīr) are permissible, provided they conform to prevailing social customs or ʿurf. In this context, the customs in question include situations where customers participating in such transactions, who are generally from the middle to upper classes, tend to spend large sums of money on a single meal. This suggests that transactions involving such small uncertainties are considered acceptable, provided they do not violate existing social norms and are in line with the consumer's economic capabilities and habits.

E. Buying and selling food with an all you can eat system, an approach from the perspective of the scholars Sheikh Shalih al Fauzan and Sheikh Ibn Uthaymeen

Contemporary scholars have differing opinions on this issue, which can be divided into two main opinions. The first opinion is that the transaction is prohibited, held by several prominent scholars such as Sheikh Shalih Al Fauzan, Sheikh Sa'id Ramadhan Al Buthi, and Sheikh Muhammad Mukhtar Al Syanqithi. They argue that buying and selling with the AYCE (All You Can Eat) system contains an element of gharar, namely uncertainty or doubt related to the amount of food that will be consumed by the buyer. This uncertainty is considered contrary to the principles of Islamic law, especially the prohibition of buying and selling that contains an element of gharar, as emphasized in the hadith of the Prophet Muhammad (peace be upon him) which prohibits bai' al gharar transactions (uncertain buying and selling) as recorded in Sahih Muslim (no. 1513).

The second opinion that allows transactions using the AYCE system is held by several other scholars, such as Sheikh Ibn Uthaymeen and Sheikh Taqi Uthmani. They argue that although there is an element of gharar in the transaction, the gharar is classified as gharar yasir (light) which is generally acceptable and tolerated by society in various forms of muamalah, because it is expected not to cause disputes or disputes. Sheikh Taqi Uthmani even refers to the existence of ijma' (agreement) of the companions who allow the existence of light gharar in muamalah transactions. For example, when Abu Hurairah RA worked as a laborer (ajiir) for Ghazwan's daughter and received wages in the form of food, as recorded in a hadith narrated by Ibn Majah (no. 2445). (Sabatin, nd)

The stronger or more rajih opinion in this matter is the opinion that allows the AYCE system, because although there is a clear prohibition regarding buying and selling that contains an absolute gharar element in the hadith that prohibits such transactions, the absoluteness of the prohibition has been limited by the existence of taqyiid (limitations) based on the ijma' (agreement) of the companions who allow the existence of minor gharar. This shows that minor gharar, which usually does not cause disputes in society, is still permitted in muamalah, in accordance with the principles accepted in everyday life practices.

By adhering to the principles of ushul fiqh in this matter, it states:

God willing

Absolute propositions remain absolute, as long as there are no propositions that indicate limitations).

The ushul fiqh scholars have established the rule of ushuliyah that it is permissible for the absolute postulates of As-Sunnah to be limited by the taqyiid postulates of the Ijma' Shababat. Imam Taqiyuddin An Nabhani said:

God willing

(The evidence of the Sunnah can be limited (taqyiid) with the evidence of the Qur'an, the Sunnah, the Ijma' of the Companions, and Qiyas)."

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

Sheikh Shalih Al-Fauzan argued that the All You Can Eat system is haram because it contains an element of gharar (uncertainty) in the amount of food consumed by the buyer. He emphasized that in a sale and purchase transaction in accordance with Islamic teachings, both the price and quantity of the goods traded must be clear and certain. In the All You Can Eat system, the amount of food consumed by the buyer cannot be guaranteed, because customers are free to take as much food as they want within the specified time limit. This uncertainty, according to Sheikh Al-Fauzan, can lead to injustice, both for the seller and the buyer. For the seller, this can be detrimental because they cannot predict how much food will be consumed, while for the buyer, although there is a possibility that they will benefit, there is still the potential for injustice in a non-transparent transaction relationship.

On the other hand, Sheikh Ibn Uthaymeen permitted the implementation of the All You Can Eat system on the condition that there is a clear agreement at the outset regarding the price, and that the buyer is free to choose the food according to his wishes. He emphasized that as long as both parties, namely the seller and the buyer, are satisfied with each other and do not feel disadvantaged, the transaction is considered valid and does not cause problems. As long as there is no element of usury or fraud in the transaction, the All You Can Eat system is considered in accordance with the principles of buying and selling in Islam. Although in this system there is an element of gharar (uncertainty), according to Sheikh Ibn Uthaymeen, the gharar is considered small and not significant enough to invalidate the validity of the transaction.

B. Suggestion

This research can serve as a reference for deepening the understanding of the laws of buying and selling in the All You Can Eat system from a sharia perspective. Business actors and consumers should further explore the views of scholars such as Sheikh Shalih Al-Fauzan and Sheikh Ibn Uthaymeen regarding the concepts of gharar (uncertainty) and maysir (gambling) in these transactions. Applying these principles can help avoid practices that are not in accordance with sharia. The All You Can Eat practice needs to be further analyzed in terms of fairness and compliance with the principles of tawarruq (exchange) that apply in Islam. Business actors must evaluate whether this business model can potentially cause disproportionate losses for consumers or service providers, and ensure that the prices offered are commensurate with the benefits obtained.

It is important for culinary entrepreneurs to understand more deeply the concept of tafaqquh fiddin or a deep understanding of religion, so that they can create a business system that is not only profitable, but also fair and in accordance with fiqh rules. In this way, the business you run will not only have worldly benefits, but will also bring blessings in this world and the hereafter.

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