

ABSTRAK

Uswatun Eka Silfi Maulidya. 2026. Pembatalan Sepihak Perjanjian Jual Beli Kopi Berdasarkan Akad *Istishna* Studi Kasus: Kecamatan Kare Kabupaten Madiun. Skripsi. Program Studi Hukum, Fakultas Hukum, Universitas PGRI Madiun. Pembimbing (I) Nizam Zakka Arrizal, S.H., M.Kn. (II) Dimas Pramodya Dwipayana, S.H., M.H.

Penelitian ini dilatarbelakangi oleh praktik jual beli kopi di Kecamatan Kare Kabupaten Madiun yang dilakukan melalui sistem pemesanan sebelum masa panen dan memiliki karakteristik yang menyerupai akad *Istishna*. Dalam praktiknya, sering terjadi pembatalan perjanjian secara sepihak oleh salah satu pihak yang berpotensi menimbulkan kerugian serta ketidakpastian hukum. Penelitian ini bertujuan untuk menganalisis praktik perjanjian jual beli kopi antara petani dan pembeli berdasarkan akad *Istishna* serta menganalisis pembatalan sepihak dalam perjanjian tersebut ditinjau dari perspektif hukum Islam dan hukum perdata.

Metode penelitian yang digunakan adalah penelitian hukum empiris dengan pendekatan yuridis empiris. Data diperoleh melalui wawancara, observasi, dokumentasi, dan studi kepustakaan. Analisis data dilakukan secara kualitatif dengan menghubungkan fakta yang ditemukan di lapangan dengan ketentuan hukum yang berlaku.

Hasil penelitian menunjukkan bahwa praktik jual beli kopi di Kecamatan Kare pada dasarnya telah memenuhi unsur-unsur akad *Istishna* karena dilakukan melalui pemesanan hasil kopi yang belum dipanen dengan kesepakatan mengenai objek dan harga. Namun, pelaksanaannya belum optimal karena sebagian besar perjanjian dilakukan secara lisan tanpa perjanjian tertulis serta belum terdapat kejelasan spesifikasi barang dan waktu penyerahan secara rinci. Pembatalan perjanjian secara sepihak masih sering terjadi akibat perubahan harga pasar, ketidakjelasan kesepakatan, dan rendahnya pemahaman hukum para pihak. Dalam perspektif hukum perdata, pembatalan sepihak tersebut bertentangan dengan asas *pacta sunt servanda* dan dapat dikategorikan sebagai wanprestasi. Sementara itu, dalam perspektif hukum Islam, pembatalan sepihak bertentangan dengan prinsip kejujuran, keadilan, dan kewajiban memenuhi akad. Oleh karena itu, diperlukan peningkatan pemahaman hukum, kejelasan akad, serta penggunaan perjanjian tertulis guna menciptakan kepastian hukum dan keadilan bagi para pihak.

Kata Kunci: Pembatalan Sepihak, Jual Beli Kopi, Akad *Istishna*, Hukum Islam, Perjanjian.

ABSTRACT

Uswatun Eka Silfi Maulidya. 2026. Unilateral Cancellation of a Coffee Sale and Purchase Agreement Based on the Istishna Contract: A Case Study in Kare District, Madiun Regency. Undergraduate Thesis. Law Study Program, Faculty of Law, Universitas PGRI Madiun. Supervisors: (I) Nizam Zakka Arrizal, S.H., M.Kn.; (II) Dimas Pramodya Dwipayana, S.H., M.H.

This research is motivated by the practice of coffee trading in Kare District, Madiun Regency, which is conducted through an ordering system before the harvest period and has characteristics similar to the Istishna contract. In practice, unilateral cancellation of agreements by one of the parties frequently occurs, potentially causing losses and legal uncertainty. This study aims to analyze the practice of coffee sale and purchase agreements between farmers and buyers based on the Istishna contract and to examine unilateral cancellation of such agreements from the perspectives of Islamic law and civil law.

The research employed an empirical legal research method with an empirical juridical approach. Data were collected through interviews, observations, documentation, and literature studies. The data were analyzed qualitatively by relating the facts found in the field to the applicable legal provisions.

The results of the study indicate that the practice of coffee trading in Kare District generally fulfills the essential elements of an Istishna contract because it involves the ordering of coffee products that have not yet been harvested, accompanied by agreements regarding the object and price. However, its implementation has not been optimal because most agreements are made orally without written contracts, and there is often a lack of detailed specifications regarding the goods and delivery time. Unilateral cancellation of agreements still frequently occurs due to changes in market prices, unclear agreements, and the parties' limited legal understanding. From the perspective of civil law, such unilateral cancellation is contrary to the principle of pacta sunt servanda and may be categorized as a breach of contract (wanprestasi). Meanwhile, from the perspective of Islamic law, unilateral cancellation contradicts the principles of honesty, justice, and the obligation to fulfill contracts. Therefore, it is necessary to enhance legal awareness, ensure clarity in contractual agreements, and encourage the use of written contracts to create legal certainty and fairness for all parties involved.

Keywords : Unilateral Cancellation, Coffee Sale and Purchase, Istishna Contract, Islamic Law, Agreement.