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# Reconstructing the Legal Framework for All You Can Eat Transactions in Contemporary Fikih Muamalah

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**Abstract**

All You Can Eat (AYCE) is a culinary business model in which consumers pay a fixed package price, while the quantity of food consumed remains uncertain at the time the contract is concluded. This characteristic raises issues in Islamic commercial jurisprudence (*fikih muamalah*), particularly concerning contractual subject matter, the permissible limits of *gharar*, and the validity of additional contractual clauses. Assessing such transactions solely on the existence of uncertainty may overlook the distinction between uncertainty inherent in the business model and ambiguity that potentially harms the contracting parties. This study aims to reconstruct a legal assessment framework for AYCE transactions based on contemporary *fikih muamalah* principles. It employs normative legal research through library research. Relevant legal materials and literature on contracts, *gharar*, and AYCE practices were collected through documentary study and analysed qualitatively using content analysis and prescriptive legal reasoning. The findings indicate that uncertainty regarding consumption quantity does not automatically render an AYCE transaction impermissible due to *gharar*, provided that the contractual substance, price, service scope, and the parties' rights and obligations are adequately disclosed and consent is informed. The study proposes five assessment parameters: contractual substance, degree of *gharar*, transparency and mutual consent, validity of additional clauses, and conformity with *'urf* (custom) and public benefit. These findings provide an analytical framework for proportionate legal assessment, assist businesses in formulating transparent and fair terms, and support consumers and Islamic law scholars in evaluating contemporary culinary business practices.

## INTRODUCTION

A single price for as much food as one wishes to eat: this seemingly simple concept in the modern culinary business raises fundamental questions in Islamic

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transaction law (Muhammad Hafiz Fajar Hidayah et al., 2024). Under the *All You Can Eat* (AYCE) system, consumers pay a predetermined package price for the opportunity to enjoy the dishes available, yet the quantity that each customer will consume cannot be established when the transaction takes place. This uncertainty raises the question of what actually constitutes the subject matter of the contract: a specified quantity of food, the right to enjoy the dishes provided, or a dining service subject to particular conditions. This issue is significant because the characterisation of the contract determines how the clarity of its subject matter and the presence of *gharar* in AYCE practices are assessed.

The significance of this issue can be situated within the development of Indonesia's culinary industry. Badan Pusat Statistik (BPS) recorded 4.85 million food and beverage service businesses in Indonesia in 2023, increasing to 5.28 million in 2024 (Badan Pusat Statistik (BPS) Indonesia, 2024, 2025). These figures demonstrate the scale of the national culinary sector, although they do not specifically identify the number of restaurants operating an AYCE system. The relevance of this phenomenon is reflected in empirical research on AYCE restaurant consumers in Indonesia. A study by Ade Rizki Shabiha and colleagues (2025), for example, involved 308 respondents who had visited Korean AYCE restaurants in DKI Jakarta, while research on reducing *food waste* at Tent Suki & BBQ Rawamangun examined penalty policies and dining duration as elements of *food waste* management (Wijayanti & Putri, 2024). These findings suggest that AYCE is more than a fixed-price consumption arrangement; it is a business practice that brings together consumer interests, business management, and contractual terms. The academic task is therefore to formulate legal parameters that distinguish uncertainty tolerable in light of the transaction's characteristics from ambiguity or clauses that may disadvantage either party.

In practice, AYCE transactions generally employ a fixed package price that gives consumers access to particular dishes during a specified dining period. Customers may take or consume food in accordance with restaurant rules, while the actual quantity consumed varies between customers (Just & Wansink, 2011). Research by Hidayat and Nuralim (2024) at Restoran Mashu in Kota Cirebon, for example, identified package differentiation based on menu quality, time limits, and provisions concerning uneaten food. Research by Oktapianih, Makfud, and Afandi (2023) at Kintan Buffet likewise described package pricing, dining time limits, and penalties for unfinished food. These observations indicate that AYCE involves more than paying a single price: it is a transaction with a structure of rights, obligations, and performance conditions that requires comprehensive analysis.

Legal issues also arise when additional conditions are imposed on consumers. Time limits, package-based menu variations, additional charges, and penalties for uneaten food may affect both the benefits consumers receive and their financial liabilities. Research by Oktaviani, Amin, and Dewi (2024) on Restoran Pochajjang Korean BBQ, for example, highlighted a penalty of Rp50,000 per 100 grams of food left uneaten within a 90-minute limit and concluded that the penalty examined was impermissible under their fikih muamalah analysis. This finding does not automatically establish a universal legal ruling for all AYCE restaurants. It does, however, demonstrate the need to distinguish assessment of the principal contract from assessment of additional clauses. Differences between individual practices require analytical criteria capable of explaining why a transaction may be valid while particular accompanying conditions remain legally questionable.

From a social perspective, AYCE reflects changes in consumption patterns that extend beyond meeting nutritional needs to encompass variety, the dining experience, and expenditure certainty. Package pricing enables consumers to estimate their expenses before dining, while the quantity consumed depends on each customer's preferences and capacity (Azizatusholihah & Paramitasari Syahlani, 2025; Colbjørnsen

et al., 2022). This arrangement creates a relationship between businesses and consumers that differs from food transactions based on individual portions. On the one hand, it offers flexibility in consumption within agreed conditions; on the other, the difference between a fixed price and actual consumption may generate differing perceptions of the equivalence of the benefits received (Oktapia et al., 2024). Accordingly, fikih muamalah analysis must consider the actual character of the transaction, rather than treating uncertainty about food quantities as automatic evidence of prohibited *gharar*.

Social relations in AYCE transactions are also influenced by the quality of information and consumers' understanding of restaurant conditions. Clearly communicating conditions before payment can help the parties understand their rights and obligations, whereas inadequate information about time limits, menu availability, or the consequences of uneaten food may lead to disputes (Hanifah, 2020). Within fikih muamalah, this concerns mutual consent (*taradi*), contractual clarity, and the prohibition of unjustified harm. Business customs accepted by the community may also be considered through the concept of *'urf*, provided that they do not conflict with sharia principles (Diana Ulfah, 2023; Putra & Busnetty, 2024; Ubaidillah et al., 2025). Social acceptance of AYCE does not, therefore, independently determine its legal validity; such customs must still be examined in terms of the clarity of the agreement, the reasonableness of its conditions, and the protection of the parties' rights.

All You Can Eat (AYCE) transactions have attracted scholarly attention from various disciplinary perspectives. Midhia (2022), for instance, examined practices at Resto Encim Gendut and concluded that uncertainty concerning food quantities constituted tolerable *gharar yasīr*. Nastangin (2023) employed Lawrence Friedman's legal system theory and the concept of *maṣlaḥah al-mursalah* to assess an AYCE ticket system. Oktapianih, Makfud, and Afandi (2023) discussed transactions at Kintan Buffet, distinguishing the permissibility of the principal contract from issues surrounding penalties. Hidayat and Nuralim (2024) examined package prices, time limits, and uneaten food at Restoran Mashu. These four studies provide an important foundation for understanding AYCE practices, particularly uncertainty concerning the subject matter of transactions, *gharar*, *maṣlaḥah*, and conditions governing contractual performance.

Sari (2024) examined AYCE through normative legal research, focusing on *gharar* and potential problems concerning penalties. Oktaviani, Amin, and Dewi (2024) concentrated on penalties for uneaten food at Restoran Pochajjang. The seventh study, by Setiawan and colleagues (2025), addressed contracts, halal status, penalties, consumption ethics, and transaction mechanisms. A comparison of these seven studies shows that *gharar*, transactional permissibility, penalties, and consumption ethics are no longer entirely new areas of inquiry. The novelty of the present study therefore lies in developing a legal evaluation framework that integrates contractual structure, parameters of tolerable *gharar*, and the assessment of additional clauses within a single analytical process, rather than reiterating conclusions about permissibility or prohibition. The framework is intended to distinguish issues arising from the structure of the principal contract from those arising from conditions governing its performance, and to formulate more systematic assessment criteria grounded in contemporary fikih muamalah.

This study is expected to contribute theoretically and practically to contemporary fikih muamalah, particularly in responding to transactional innovation in the culinary sector. Theoretically, it seeks to clarify the relationship between contractual structure, tolerance of uncertainty, mutual consent, and the validity of additional clauses in AYCE transactions. Practically, the resulting analytical framework is intended to assist businesses in formulating transparent and reasonable transaction terms, consumers in understanding their rights and obligations, and scholars in

advancing Islamic economic law scholarship on contemporary business models. The proposed legal reconstruction thus seeks not merely to establish the general legal status of AYCE, but to formulate assessment parameters that can be applied proportionately, taking account of the contract's character, the substance of its conditions, and their potential effects on the parties.

## METHODS

This study employs normative legal research in the form of *library research*, focusing on reconstructing the legal framework for *All You Can Eat* (AYCE) transactions from the perspective of contemporary fikih muamalah. Its data sources comprise secondary legal materials, including books, scholarly journal articles, and previous studies addressing contracts, *gharar*, and AYCE practices, together with tertiary legal materials, namely dictionaries and legal encyclopaedias, as supporting sources. Data were collected through a literature review involving the identification, selection, classification, and documentation of legal materials relevant to the research focus (Alchania et al., 2026). The materials were then analysed qualitatively through *content analysis* and prescriptive legal reasoning, examining AYCE contractual structures, the limits of tolerable *gharar*, and the validity of additional clauses, including dining time limits, menu restrictions, and penalties for uneaten food. The analysis informed the formulation of a systematic legal assessment framework for AYCE transactions grounded in contractual clarity, mutual consent, fairness, transparency, and public benefit in contemporary fikih muamalah.

## RESULTS AND DISCUSSION

### The Concept and Characteristics of All You Can Eat Transactions in Contemporary Culinary Businesses

The term *All You Can Eat* (AYCE) literally denotes all the food a person is able to consume. In culinary business practice, it refers to a food service system based on a fixed or *flat price*. Consumers pay a predetermined amount for the opportunity to enjoy the dishes provided by a restaurant, subject to its applicable service conditions. Unlike conventional food purchases, in which prices are generally calculated according to the types and numbers of portions ordered, AYCE offers access to a selection of menu items for a single package price. The system may involve *buffet* service, repeated ordering through waiting staff, or self-ordering using digital devices. Some restaurants also impose dining time limits, for example 90 to 120 minutes, although the duration depends on each business's policy (Sundari Dwi Jayanti, 2022).

In contemporary culinary businesses, AYCE serves both as an alternative food sales system and as a commercial strategy offering menu variety, a dining experience, and expenditure certainty. Upfront pricing allows consumers to estimate the amount payable without directly linking it to the quantity ultimately consumed. For operators, meanwhile, package prices are determined by ingredient costs, menu variety, service capacity, operating expenses, and anticipated customer consumption patterns. A fixed price in an AYCE transaction therefore does not imply a fixed quantity of food consumed by each customer. Consumption varies between customers, while restaurants must manage food provision costs according to estimated demand and aggregate consumption patterns (Midhia, 2022).

These characteristics reveal an information imbalance regarding actual consumption when the transaction is agreed. Restaurants know the package price, menu composition, and service conditions offered, but cannot establish precisely how much each customer will eat. Consumers, conversely, know the price payable and the dishes available, but their final consumption becomes known only once dining has taken place. Economically, variation in consumption volume is therefore part of the AYCE business mechanism. Restaurants bear the cost implications when customers

consume more than anticipated, while consumers may obtain greater benefits when the food consumed matches or even exceeds the value of the package price. Such benefits nevertheless remain subject to menu restrictions, service duration, and other restaurant conditions.

In addition to fixed package pricing, some AYCE restaurants impose conditions such as dining time limits, differentiated prices by customer category, package-specific menu restrictions, and penalties when food taken or ordered is left unfinished. Rules on uneaten food, for example, are often associated with reducing *food waste* and encouraging consumers to take only what they need. Penalties may thus be understood as an operational management instrument and a means of encouraging responsible consumption. Nevertheless, the aim of preventing waste does not automatically justify every form of penalty in law. Their application must still be assessed in terms of information provided before the transaction, the grounds for imposing charges, the proportionality of the amount, and the balance of rights and obligations between consumers and operators. Additional conditions are therefore an important characteristic of AYCE that must be analysed separately from the validity of the principal transaction (Hanifah, 2020).

From legal and business operational perspectives, AYCE transactions also combine the provision of *goods* and services. Restaurants supply food as tangible *goods* and, in certain service arrangements, also provide dining facilities, equipment, service, and an opportunity to enjoy a *dining experience*. At live-cooking restaurants, for example, consumers may select ingredients, prepare dishes, or cook them using facilities at their tables. In buffet models, service value may arise from the variety of dishes, dining facilities, and the opportunity to take food under the applicable conditions. These *goods* and services together constitute the economic value for which consumers pay. AYCE transactions are therefore not always adequately understood solely as an exchange of food for money. Identifying these elements is essential to establishing consumers' entitlements, restaurants' obligations, and the nature of the promised performance underpinning their legal relationship (Hidayat & Nuralim, 2024).

These characteristics distinguish AYCE transactions from food sales based on individual portions in several respects. First, the price is established upfront rather than calculated according to the actual quantity consumed. Second, consumption varies and becomes known only after the service is used. Third, consumers gain access to dishes or services within a defined package. Fourth, the transaction may include time limits, menu restrictions, and rules on uneaten food. Fifth, its value may encompass both food provision and restaurant facilities and services. Taken together, these characteristics show that the AYCE issue concerns not merely uncertainty about food quantities, but also how the subject matter, the scope of consumers' rights, and the parties' obligations are defined at the outset.

## The Contractual Structure of All You Can Eat from the Perspective of Fikih Muamalah

Contractual structure is fundamental to determining the legal status of *All You Can Eat* (AYCE) transactions in fikih muamalah. Assessing validity requires more than observing payment mechanisms or the quantity consumed: it requires identifying the legal relationship between the business provider and the consumer, the agreed subject matter, and each party's rights and obligations (Oktapia et al., 2024). In fikih muamalah, a contract is understood as a legal relationship established through the parties' expressions of intention in accordance with sharia, producing legal consequences for the agreed subject matter. AYCE's fixed price, variety of dishes, and allowance for consumers to determine their own consumption therefore require analysis to identify the contractual form that most accurately represents the transaction's substance (Febriana & Nurfieni, 2023).

AYCE transactions generally resemble a sale contract (*al-bay'*), as they involve an exchange between consumer payment and the restaurant's provision of food. A sale contract essentially involves an exchange of property for property through a means permitted by sharia. Its general foundation is found in the words of Allah SWT in QS. al-Baqarah [2]: 275, affirming that Allah has permitted trade and prohibited riba, and QS. al-Nisa' [4]: 29, prohibiting the wrongful appropriation of others' wealth except through trade by mutual consent. These verses provide the normative basis for the general permissibility of commercial activities, provided that they comply with sharia, contain no prohibited elements, and rest on valid consent. In AYCE transactions, this means that a fixed package price is not, in itself, grounds for invalidity. Assessment must consider how the agreement is formed, what consumers receive, and whether both parties can know and understand the applicable conditions (Febriana & Nurfieni, 2023).

Despite their characteristics as sales, AYCE transactions differ from conventional food sales, which specify the type and number of portions when the contract is concluded. In conventional transactions, consumers generally select a particular quantity of food and pay the corresponding price. Under AYCE, by contrast, consumers pay a package price for the right to enjoy available dishes according to the package type, duration, and restaurant conditions. The quantity ultimately consumed is not precisely fixed at the outset but depends on consumers' choices during the service. This raises questions about the subject matter of the contract: whether it principally comprises food of an as-yet-unknown quantity, the right to take and consume particular dishes, or the overall benefits consumers obtain from restaurant services (Lubis et al., 2026).

This distinction matters because the subject matter of a sale contract must meet requirements that make the transaction sufficiently ascertainable and capable of proper performance. In fikih muamalah, the contractual subject matter (*ma'qûd 'alaih*) must generally be sufficiently clear, capable of delivery or use according to the nature of the contract, and free from excessive uncertainty that could generate disputes. In AYCE arrangements, the food offered, package price, and service conditions can generally be determined at the outset. However, the quantity of each food type that customers consume remains uncertain. The legal issue therefore concerns not merely ambiguity about the food available, but the relationship between the agreed subject matter and consumption quantities that become known only as the transaction proceeds.

Fredy Gandi Midhia's (2022) research on AYCE transactions at Restoran Encim Gendut illustrates this issue through uncertainty concerning the measure or quantity of food consumed by purchasers. The study found that the essential elements of a sale were satisfied, while the unclear quantity of the subject matter constituted *gharar yasir*, or minor uncertainty that could be tolerated (Midhia, 2022). Hidayat and Nuralim (2024) examining Restoran Mashu in Cirebon, likewise identified variations in consumption, dining time limits, different packages, and penalties for uneaten food. Both studies indicate that AYCE transactions can be analysed as sale contracts, while the clarity of the subject matter and performance conditions requires specific scrutiny. These findings do not automatically validate all AYCE transactions; rather, they demonstrate the importance of assessing the degree of uncertainty and the concrete conditions accompanying each transaction.

Alongside sale elements, AYCE transactions may also involve the provision of services or usufruct. This is apparent in restaurants offering self-cooking facilities, specialised equipment, tables with heating devices, continuous service, and spaces designed to support the dining experience. In such circumstances, consumers pay not only for the food consumed but also for access to facilities and services for a specified period. These characteristics create scope to examine the relevance of *ijarah*, particularly where the use of facilities or services forms a significant part of the

performance promised by the restaurant. In fikih muamalah, *ijarah* concerns the transfer of a right of use or enjoyment of a benefit for specified consideration, without necessarily transferring ownership of the underlying asset.

However, the presence of facilities and services does not automatically classify every AYCE transaction as an *ijarah* contract. Contractual classification must reflect the substance of the legal relationship and the principal performance promised, rather than merely the number of elements involved. Where consumers primarily pay for food within a particular package and facilities and services are ancillary, a sale with supporting services may provide a more appropriate explanation. Conversely, where the use of particular facilities or services is dominant and separately identifiable, the *ijarah* element becomes more relevant. AYCE transactions therefore need not be forced into a single uniform contractual category. Variations in business models allow different structures according to restaurant type, serving system, and the benefits actually promised to consumers.

On this basis, AYCE may be understood as a sale accompanied by service elements, or as a transaction combining food exchange with the provision of benefits. In fikih muamalah terminology, the presence of several elements in one transaction requires examination of the clarity of their interrelationship, the agreed subject matter, and their legal consequences. The term composite contracts, or *al-'uqūd al-murakkabah*, may serve as an analytical tool where more than one contract substantively forms a single agreement. It should not, however, be applied merely because a restaurant provides both food and facilities. Such classification requires examining whether the sale and service elements genuinely constitute distinguishable contracts or are supporting components of one principal transaction. A more careful approach therefore identifies the substance of the promised performance before classifying the contract.

The AYCE contractual structure must then be examined against the essential elements and conditions of contracts in fikih muamalah. The first element consists of the contracting parties (*'aqidan*): the business provider offering the package and the consumer accepting that offer. Both must possess the relevant legal capacity and transact through a valid expression of will. The second is the expression of agreement (*ṣīghat*), which may take the form of speech, writing, digital ordering, or conduct customarily indicating acceptance of the offer and transaction terms. In modern restaurant practice, package selection, payment, and use of the service may form part of the agreement process, provided that they demonstrate acceptance of adequately disclosed conditions (Ika & Jasmin, 2024).

The third element is the contractual subject matter (*ma'qūd 'alaih*), and the fourth is the agreed price or consideration. In AYCE transactions, the package price is generally ascertainable before payment; uncertainty about food quantities must therefore not automatically be equated with uncertainty about price. The central question is whether the subject matter and benefits consumers receive have been adequately explained. Restaurants must disclose package types, available dishes, time limits, ordering mechanisms, facilities included in the price, and any additional charges. Clear disclosure allows consumers to understand the scope of their entitlements even when the quantity they will consume remains uncertain. Conversely, concealed terms, undisclosed restrictions, or additional charges introduced only after payment may raise questions concerning consent and contractual fairness (Ika & Jasmin, 2024).

Mutual consent occupies an important place in this legal structure. QS. al-Nisa' [4]: 29 establishes trade by mutual consent as a basis for the legitimacy of exchanging property. In AYCE transactions, consent cannot be understood simply as consumers' willingness to pay the package price. Legally meaningful consent requires information that enables consumers to understand the transaction's essential terms before agreeing. Consumers who know the price, menu, duration, and policy on uneaten food have a

sounder basis for deciding whether to accept the offer. Conversely, acceptance without knowledge of material restrictions or charges may call the quality of consent into question. Transparency is therefore integral to forming a fair contract and reducing the potential for disputes (Ediz et al., 2026).

Accordingly, AYCE contractual structure in fikih muamalah cannot adequately be determined through direct equivalence with either portion-based food sales or services alone. These transactions must be understood in terms of the substance of the promised performance: food provision within a fixed-price package, accompanied in certain business models by the benefits of facilities and services. Determining the contractual form must then take account of its essential elements and conditions, the clarity of the subject matter and price, mutual consent, and the associated degree of uncertainty. This framework provides a basis for distinguishing uncertainty reasonably inherent in AYCE consumption from ambiguity that may undermine transactional fairness. The following discussion therefore reconstructs the parameters of tolerable *gharar* in AYCE transactions, extending legal assessment beyond identifying uncertainty to explain when it may be tolerated and when it may raise legal problems.

**Reconstructing the Parameters of Tolerable Gharar in All You Can Eat Transactions**

Gharar is an important consideration in determining the legal status of *All You Can Eat* (AYCE) transactions within contemporary fikih muamalah. AYCE's fixed pricing and consumers' freedom to determine consumption generate a form of uncertainty distinct from portion-based food sales. In conventional transactions, the type and quantity of food are usually known when the contract is concluded; in AYCE, actual consumption becomes known only after consumers exercise their right to enjoy the available dishes. This raises the question of whether uncertainty concerning consumption quantities constitutes prohibited *gharar* or is tolerable in light of the transaction's characteristics and prevailing business customs. Legal assessment therefore requires parameters that consider not only the existence of uncertainty but also its nature, degree, position, and effects on the legal relationship between restaurants and consumers (Hidayah & Parhi, 2025; Hidayat & Nuralim, 2024).

In fikih muamalah, *gharar* generally refers to ambiguity or uncertainty in a transaction that may produce adverse legal consequences. The prohibition of *gharar* transactions rests, among other sources, on a hadith of the Prophet Muhammad SAW narrated by Muslim from Abu Hurairah, stating that the Messenger of Allah SAW prohibited *al-hashah* sales and *gharar* sales (HR. Muslim, no. 1513). This hadith is a principal basis for discussing the prohibition of excessive transactional uncertainty. Its application, however, cannot be understood as prohibiting every form of uncertainty without distinguishing its characteristics. Economic activity may inherently involve matters that are not precisely known, yet not every such matter constitutes the principal subject matter of a contract or generates an equivalent risk of dispute. Gharar analysis must therefore distinguish fundamental uncertainty affecting the substance of the exchange from minor uncertainty that accompanies transactional needs or is difficult to avoid in customary practice (Zuhdi, 2017).

This distinction relates to juristic discussions of *gharar katsir* (substantial uncertainty), *gharar yasir* (minor uncertainty), and uncertainty falling between the two. In fikih literature, the degree of *gharar* is assessed not merely by the presence of unknown information but also by the extent of ambiguity, its effect on the subject matter, and the likelihood of disputes (Lubis et al., 2026; Ramadani et al., 2026). Uncertainty that dominates the principal subject matter and prevents the parties from adequately knowing what is exchanged has different consequences from minor incidental uncertainty that does not obstruct the contract's purpose. This distinction guards against two problematic approaches: prohibiting every transaction involving

uncertainty, or justifying all uncertainty merely because consumers have accepted the transaction. Mutual consent remains essential, but it does not independently resolve *gharar* where fundamental ambiguity or conditions contrary to sharia principles persist (Adelia et al., 2024).

In AYCE transactions, uncertainty about the quantity consumed cannot immediately be equated with ambiguity concerning the subject matter of a sale (Vadila et al., 2022). Restaurants generally establish the package price, menu types or categories, ordering mechanism, and limits on service use. Consumers can also know that their payment grants access to particular dishes under the selected package. What remains uncertain is the actual quantity consumed during that period. It is therefore necessary to distinguish uncertainty concerning consumption, which is a matter of consumer choice, from uncertainty about the food or benefits actually promised by the restaurant. The former may be an acknowledged feature of AYCE from the outset; the latter may raise more serious concerns where consumers lack adequate information about the rights they purchase.

Reconstructing the parameters of tolerable *gharar* in AYCE must therefore begin by locating uncertainty within the contractual structure. Where the restaurant clearly specifies the package type, price, menu scope, and dining conditions, uncertainty about eventual consumption does not automatically render the contractual subject matter unclear. Consumers do not necessarily purchase a specified quantity of food; they may acquire the right to enjoy dishes within the package subject to agreed conditions. In this model, the subject matter requires analysis in terms of the substance of the promised rights and benefits, rather than solely the actual quantity consumed. Conversely, if restaurants fail to explain which dishes are included, advertise unavailable menu choices, or reserve unrestricted discretion to alter terms unilaterally, uncertainty extends beyond consumption quantities to the substance of the performance to which consumers are entitled (Adelia et al., 2024; Saratian et al., 2019).

The parameters of tolerable gharar in All You Can Eat (AYCE) transactions can be reconstructed through five main aspects: clarity of the subject matter and scope of consumers' rights; the degree of contractual uncertainty; information disclosure and mutual consent; potential harm or disputes; and conformity with business custom (*'urf*) that does not conflict with sharia (Ardan, 2025). These aspects distinguish uncertainty about consumption, as a characteristic of fixed pricing, from ambiguity affecting the substance of the contract. Where the price, menu types, package scope, and service conditions are explained upfront, uncertainty about actual consumption does not automatically constitute prohibited gharar. Conversely, ambiguity concerning the principal subject matter, concealment of essential information, or unilateral changes to terms may raise legal problems because they can disadvantage either party (Mubarroq & Latifah, 2023; Ramdan & Purnamasari, 2020).

**Table.1.1 Parameters for Analysing Tolerable Gharar in All You Can Eat Transactions from the Perspective of Contemporary Fikih Muamalah**

| Parameter | Assessment question | Indicators of more tolerable uncertainty | Indicators of more serious legal concerns |
|---|---|---|---|
| Clarity of subject matter | Does the consumer know the package scope? | The menu and package benefits are explained | The menu or principal benefits are unclear |
| Degree of gharar | Does uncertainty affect the principal subject matter? | Actual consumption is not yet known | The type or principal performance cannot be ascertained |

| | | | |
|---|---|---|---|
| Transparency and consent | Are the conditions known before payment? | The price and conditions are explained upfront | Material restrictions or charges are concealed |
| Harm and disputes | Does uncertainty create an unreasonable imbalance? | Consumption variation is a reasonable business risk | Ambiguity causes avoidable harm or disputes |
| '*Urf* | Does the practice conform to legitimate business custom? | The practice is customary and understood by the parties | Custom is used to justify unfairness or rule violations |

Source: Compiled by the authors from the principles of fikih muamalah and AAOIFI Shari'ah Standard No. 31, "Controls on Gharar in Financial Transactions." The AAOIFI standard addresses degrees of gharar and their effects on contractual validity and transaction conditions.

These five parameters indicate that tolerable *gharar* in AYCE must be determined through an interrelated assessment. The clarity of package scope must be considered alongside the degree of uncertainty, information disclosure, potential harm, and relevant business customs. For example, a restaurant that clearly sets its package price, provides a menu accessible to customers, discloses time limits before payment, and delivers the advertised package service has stronger grounds for concluding that unknown actual consumption alone does not constitute *gharar* that invalidates the contract. Conversely, a restaurant that fails to explain the dishes included, imposes concealed restrictions, or levies undisclosed additional charges presents problems that cannot be resolved simply by labelling the uncertainty *gharar yasir*. In the latter case, ambiguity affects essential information and may influence consent and the balance of rights and obligations.

Applying these parameters also requires distinguishing uncertainty in the principal transaction from uncertainty arising through additional clauses. A dining time limit may, in principle, form part of the service conditions if its duration is clear, disclosed before the contract, and applied as agreed. Menu restrictions may likewise form part of the package structure if the available foods and exclusions are adequately explained. A penalty clause for uneaten food, however, requires separate assessment because it creates a payment obligation beyond the package price. Clarity about the penalty amount, its grounds, the method of measuring leftovers, and the circumstances of application contributes to transparency, but is insufficient to establish its validity under fikih muamalah. The clause must be assessed according to the legal basis for the charge, proportionality, potential harm, and conformity with sharia principles and consumer protection law. The validity of the principal transaction therefore does not automatically validate all accompanying clauses.

This study accordingly proposes five parameters for assessing tolerable *gharar* in AYCE transactions: clarity of the subject matter and scope of consumers' rights; the degree and position of contractual uncertainty; information disclosure and the quality of consent; potential harm and the likelihood of disputes; and conformity with *'urf* that does not conflict with sharia. These parameters are not intended to replace the full body of fikih rules on *gharar*, but to provide an analytical instrument for applying those principles more systematically to AYCE business characteristics. The framework enables proportionate assessment by distinguishing uncertainty about consumption inherent in package pricing from ambiguity affecting the contract's substance or harming either party. Legal assessment thus extends beyond generally classifying AYCE as involving *gharar yasir* to examine the type of uncertainty, its effect on the

contract, and the conditions determining whether it is tolerable.

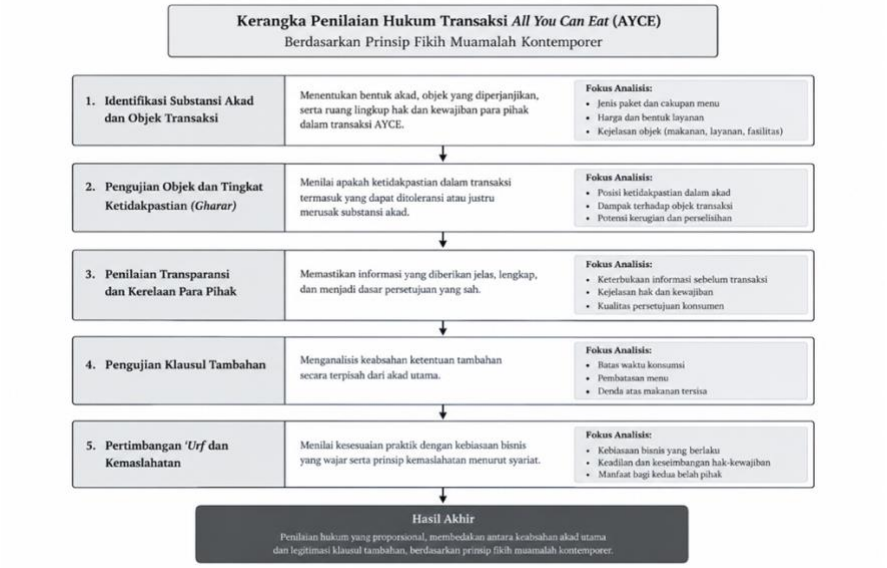
**Formulating a Legal Assessment Framework for All You Can Eat Transactions Based on Contemporary Fikih Muamalah Principles**

Legal assessment of *All You Can Eat* (AYCE) transactions within contemporary fikih muamalah requires a more comprehensive analytical framework than merely determining whether *gharar* exists. AYCE establishes the price at the outset while leaving each customer's consumption uncertain when the contract is concluded. However, uncertainty about consumption does not, in itself, establish ambiguity concerning the contractual subject matter. The legal issue concerns what is actually promised, the extent to which consumers' rights are guaranteed, and how each party's risks and obligations are determined. An AYCE legal assessment framework must therefore distinguish uncertainty inherent in consumption patterns from ambiguity that may undermine the substance of the contract. This distinction is essential to ensuring that caution in fikih muamalah does not become a prohibition of contemporary business models merely because they differ from conventional sales.

The legal assessment framework for *All You Can Eat* (AYCE) transactions begins by identifying the substance of the contract and its subject matter: the contractual relationship, what is promised, the price, and the scope of the parties' rights and obligations. The next stage examines the subject matter and degree of uncertainty (*gharar*) to determine whether uncertain consumption is a reasonable characteristic of package pricing or instead affects the contract's substance and risks causing harm. Transparency and mutual consent are then assessed by examining the clarity of information about price, menu coverage, service duration, and transaction conditions, ensuring that consumer consent rests on adequate understanding.

The fourth stage scrutinises additional clauses, including dining time limits, menu restrictions, and penalties for uneaten food. Each requires separate assessment in terms of clarity, reasonableness, proportionality, and conformity with sharia principles, since the validity of the principal contract does not automatically guarantee that of all additional conditions. The fifth stage considers *'urf* and public benefit by assessing conformity with prevailing custom, the balance of rights and obligations, and benefits to both parties, while upholding fairness and the prohibition of wrongful appropriation of wealth. These five stages form a layered analytical framework for reaching a proportionate legal assessment that distinguishes the validity of the principal contract from the legitimacy of additional clauses in AYCE transactions (Rizal, 2019).

Fig.1. Legal Assessment Framework for AYCE Transactions



Drawing on these five stages, this article proposes a layered and proportionate framework for the legal assessment of AYCE. It begins by identifying the substance of the contract, then examines its subject matter and degree of *gharar*, assesses transparency and mutual consent, scrutinises the validity of additional clauses, and finally considers *'urf* and public benefit. This sequence is not a legal procedure standardised across all schools of law or fatwa institutions; it is an analytical formulation developed to examine AYCE characteristics more systematically. Its strength lies in preventing two errors: declaring all AYCE transactions invalid solely because consumption is uncertain, and assuming that all restaurant practices are justified merely because the principal contract is permissible. This approach allows legal conclusions to differ according to the issues identified: the principal contract may be valid where its essential elements are clear and its conditions satisfied, while particular clauses may remain problematic if they breach transparency, fairness, or sharia requirements.

Reconstructing the legal framework for AYCE in contemporary fikih muamalah therefore seeks to develop more precise standards of legal reasoning in response to changing transactional forms, rather than to create new prohibitions on culinary business innovation. Validity depends not only on the formal contractual structure but also on the clarity of consumers' entitlements, the reasonableness of their obligations, and conformity of performance with sharia principles. The proposed framework treats *gharar*, consent, fairness, *'urf*, and public benefit as complementary analytical tools, rather than independent grounds for permitting or prohibiting transactions. Its principal contribution is an evaluative model that distinguishes the principal contract from supplementary clauses and assesses both according to their substance and legal effects. This model may inform the development of more transparent, proportionate, and accountable AYCE guidelines, while allowing further testing through case analysis and comparison of contemporary fikih opinions.

## CONCLUSION

The analysis indicates that *All You Can Eat* (AYCE) is a contemporary culinary business model characterised by a fixed price and consumption quantities that are not precisely determined at the outset. Its contractual structure must therefore be analysed in terms of the substance of the subject matter, the form of service, and the parties' rights and obligations. Within fikih muamalah, uncertainty about the quantity consumed does not automatically constitute prohibited *gharar*, provided that the subject matter and scope of consumers' rights are clear, the price is known, and consent is based on adequate information. Tolerable *gharar* must consequently be assessed proportionately, considering the degree of uncertainty, potential harm, transparency, and conformity with sharia principles. On this basis, the study proposes a legal assessment framework encompassing identification of the contract's substance, examination of *gharar*, assessment of transparency and mutual consent, scrutiny of additional clauses, and consideration of *'urf* and public benefit. The framework emphasises the distinction between the validity of the principal contract and the legitimacy of additional clauses, including dining time limits, menu restrictions, and penalties for uneaten food. Its contribution lies in formulating a more systematic and proportionate evaluative approach to AYCE transactions under contemporary fikih muamalah, while maintaining contractual certainty, contractual fairness, protection of the parties, and public benefit.

## AUTHOR'S DECLARATION

### Author contribution

**Andrifa Mulia Al Hafidz & Annisa' Suryani Oktapia**: Conceptualization, Methodology. **M. Rizky Fauzi**: Data management, Original draft writing. **Andre**

**Kurniawan**: Visualization, Investigation. **Andre Kurniawan**: Supervision, Software. **Salim Marzuki**: Validation, Writing, Revision, and Editing.

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