

# **Online Buying and Selling Agreements from an Islamic Law Perspective**

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## **Abstract**

Online business is a business activity carried out by business people, both business organizations and individuals, by utilizing electronic media. This research aims to find out about online shops (online business shops) from an Islamic perspective (Islamic law). This research is descriptive qualitative. This research includes literature to examine written sources such as scientific journals, reference books, literature, encyclopedias, scientific articles, scientific works and other sources that are relevant and related to the object being studied. The research object of this research is in the form of text or writing that describes and explains online businesses/shops (online shopping) which are becoming popular in Indonesia. Islam conducting business through online is permitted according to Islamic Sharia. Meanwhile there are elements of usury, injustice, monopoly and fraud. The Prophet indicated that buying and selling is legal according to the law when you like it (Antaradhin), for sale or through online business it has a positive impact because it is practical, fast and easy for the buyer. If online business does not comply with the terms and conditions described above, online business is not permitted.

Keywords: Online buying and selling, Business, Islamic Perspective

## **INTRODUCTION**

Online shops or online businesses are now no longer something foreign to Indonesian people, whether they use the internet in their daily lives or not. The definition of an online shop is a process of purchasing goods or services from those who sell goods or services via the internet where the seller and buyer never meet or make physical contact, where the goods being traded are offered through displays with images on a website or virtual shop. After that, the buyer can choose the desired item and then make payment to the seller via the relevant bank account. After the payment process is received, the seller's obligation is to send the goods ordered by the buyer to the destination address.

Nowadays, many of the trade doors used are technology-based. Sophisticated technology allows both parties to penetrate the boundaries of distance, space and time. This breakthrough allows us to do business through cyberspace using the internet. According to Chrismastianto (2017), the increasingly rapid development of science and technology in the current digital era has influenced human behavior patterns in accessing various information and various electronic service features. One example is selling products online via the internet which is usually called E-Commerce. According to Aisyah and Achiria (2019) E-commerce is the distribution,

purchase, sale, marketing of goods and services via electronic systems such as the internet, television, www or network. other computers. Meanwhile, according to Darmawan and Aguspriyani (2019) the development of information technology not only covers social, political and cultural life but also has an impact on the economy, one of which is fintech, Fintech is an abbreviation of Financial and Technology where this is a technological innovation in financial services that can produce business models, applications, processes or products with material effects related to financial services.

Until 2020, there are many sites that provide online buying and selling services, such as bukalapak.com, shopee.com, zalora.com, berniaga.com, olx.co.id, utubuku.com, gojek, grab, maxim and etc. In business in the technology sector, apart from sites that provide services with various choices, it needs to be supported by advances in communication between sellers and buyers, support and service for consumers who use websites, e-mail, Blackberry, Messenger, Facebook, WhatsApp, Line, Telegram, Instagram and so on. Collaboration between service provider media and service communication media is an effort that cannot be rejected in the development era of globalization. The issues raised regarding online buying and selling, according to Jogiyanto (2008, 19), the issues chosen must be relevant, meaning issues that are currently occurring in the phenomenon, issues that are currently being discussed, issues that are in accordance with the field being researched and in accordance with what is desired by the use of research results. The aim is to facilitate communication between sellers and buyers. Based on the background outlined, researchers want to know the Islamic perspective on online buying and selling. Based on this description, this article is important to provide a solution to the problem of online buying and selling. This article at least examines how the Islamic legal perspective examines the contracts used in online buying and selling.

A search for previous research which is related to this research was carried out by Alif Ilham Akbar Fatriansyah with the title "Online Buying and Selling Business in an Islamic Perspective". The focus of this research study lies in Islam conducting business through online is permitted according to Islamic Sharia. Meanwhile there are elements of usury, injustice, monopoly and fraud. The Prophet indicated that buying and selling is legal according to the law when you like it (Antaradhin), for sale or through online business it has a positive impact because it is practical, fast and easy for the buyer. If online business does not comply with the terms and conditions described above, online business is not permitted (Fatriansyah, 2020).

Furthermore, research conducted by **Fajarwati Kusuma Adi** entitled "Perspective of Online Buying and Selling in the Perspective of Islamic Law and the Civil Code". This research outlines the legal conditions for buying and selling online. These conditions include the consent of qabul in the form of the action of clicking OK, mahallul aqd which is the object of the agreement which can take

the form of anything except haram goods, aqidain is the parties involved and maudu'ul aqd which means the purpose of the agreement. These four things are basically in line with the articles contained in the Civil Code which have been guided by the Indonesian people (Johari, 2018) .

The next research is Fajarwati Kusuma Adi's research entitled Perspective of Online Buying and Selling in the Perspective of Islamic Law and the Civil Code. Research shows that online buying and selling as a form of modern development should be adapted to Islamic law, namely the Al-Quran and Hadith and must be adapted to state law. especially in accordance with applicable laws and regulations, namely in accordance with Civil Code Article 1457 and Article 1458. Because of this basis, it is hoped that the seller and buyers carry out their buying and selling transactions well and in accordance with the applicable rules. Fraud and fraud can also be minimized. Sales can be done without distance and purchase constraints too become safer (Adi, 2021) .

Based on this research, it shows that this research provides a different definition of online buying and selling . In addition, previous research only provides descriptions of events. Meanwhile, this research examines muamalah contracts related to buying and selling based on sharia. It is hoped that the results of this research can contribute to all levels of society as well as local government authorities in responding to facts occurring in society.

## **RESEARCH METHODS**

This research is included in the type of qualitative research, namely research that aims to understand the phenomena experienced by research subjects holistically, and by means of descriptions in the form of words and language, in a special natural context using various natural methods. Researchers also use a normative approach, namely using Islamic legal theory which is based on the values in the Al-Qur'an and as-Sunna h.

## **DISCUSSION**

### **Buying and Selling in Islam**

Trading or buying and selling linguistically means al-mujilah (mutual exchange). Buying and selling is the exchange of objects for other objects by means of mutual blessing or transferring ownership rights along with a replacement in a permitted manner. According to Fitria (2017) buying and selling is an activity of exchanging goods for other goods using certain procedures, whereas according to Shabiran and Herwanti (2017) every Muslim can earn a living by buying and selling, but this method must be a lie, it must not cause harm. public interest, free to choose and real. In Syaifullah's (2014) explanation, property and ownership rights are emphasized, because there is an exchange of assets that do not have to be owned, such as renting (MAGHFUROH, 2020) .

Buying and selling transactions are activities that are permitted in Islam, whether mentioned in the Al-Qur'an, Al-Hadith or the consensus of the ulama. According to the drafting team, Al-Qur'an Surah Al-Baqarah: 275 "

*Even though Allah has permitted buying and selling and prohibited usury ". Furthermore, QS An-Nisa: 29 " O you who believe, do not devour each other's wealth in a false way, except by means of commerce which is carried out with both of you ."*

And it has been explained in the Hadith of Rasulullah SAW "it was mentioned from 'Adda' bin Khalid, he said: Prophet Muhammad SAW wrote to, "This is what Muhammad Rasulullah SAW bought from 'Adda bin Khalid, buying and selling between fellow Muslims, without any defects. and damage." Qatadah bless, lafadz gai'lah means adultery, theft, and a slave who runs away from his master." It was said to Ibrahim, "In fact, some animal and slave traders call Arriya Khurasan and Sijitan, they say yesterday they came from Khurasan, or today they come from Sijitan. "So he really didn't like that action." 'Uqbah bin 'Amir said "it is not halal for someone to sell goods that are known to have defects unless he informs them". According to Huda (2012:54) the ulama have agreed regarding the permissibility of buying and selling contracts. This ijma' provides wisdom that human needs are related to something that is in the possession of another person, and ownership of something will not be given just like that, but there must be compensation in return. So that the law of buying and selling is one way to realize human desires and needs, because basically, humans will not be able to live alone without contact and help from other people (Qanita An Nabila A'yun, Nafisah Maulidia Chusma, Cindy Nurul Aulia Putri , 2021) .

### **Online Buying and Selling Agreement via e-commerce according to Islamic Law**

Online buying and selling is an activity where the seller and buyer do not have to meet each other to carry out negotiations and transactions directly, then what is used by the seller and buyer to communicate online, the seller and buyer need a third party to carry out the delivery of goods which is carried out by the seller and the delivery person. money is made by the buyer (Runto Hendiana, 2015) .

Like buying and selling above, we can also buy and sell online through a form or online buying and selling system which provides many items for buying and selling. Not only that, to make transactions smooth and secure, it's a good idea to use a third service to store our money safely. Online buying and selling also has a positive impact because it is considered practical, fast, easy and cheap. Online buying and selling activities are starting to develop in internet forums, especially online buying and selling forums such as LAZADA Indonesia, Shopee, Tokopedia, Bukalapak, etc. (Salim, 2017) .

The contract in online buying and selling in transactional language (akad) is used as a meaning, which only goes back to the form of a bond or relationship between two things, namely *As-Salam* or also called *as-salaf*,

which is a term in Arabic which means "surrender". The meaning of *salaf* in general is something that comes first. In this context, buying and selling *salam/salaf* where the price/money comes first, while the goods are delivered later can also be stated as financing where the buyer is required to pay a certain amount of money for delivery of the goods (Retno Dyah Pekerti, 2018) . Or in other words, payment in *greeting transactions* is made up front. According to maxmanroe.com, in online buying and selling, there are 3 types of transactions that are generally carried out by Indonesian people, namely (Tho'in, 2016) :

- 1) Interbank transactions are the most common and popular type of transaction used by online sellers. Apart from being quite easy, this type of transaction also makes the confirmation process easier because the funds can be quickly checked by the recipient of the funds/seller.
- 2) Cash On Delivery or (COD), actually still adheres to the old method, namely by meeting between the seller and the buyer. Usually this transaction system is carried out in person-to-person buying and selling and in general COD is used for merchandise, because the buyer must carefully check the condition of the goods.
- 3) Transactions using a joint account or what is called escrow. This payment method is slightly different from the process via bank transfer, because it uses a third party as the trusted recipient of the money or what is called a gutter system.

### **Social Media Based Online Sales in Islamic Economics**

Online sales are a type of buying and selling transaction that uses internet media for sales, which is currently mostly done based on social media such as Facebook, Twitter and various other social media to market the products they sell (Estijayandono, 2019) . Currently online sales are one type of transaction that is widely used in buying and selling. Then what is the Islamic economic perspective in looking at online sales which has now become a very common thing to do in buying and selling transactions, especially for online sales based on social media? As is known, there are four pillars of a contract, namely: There are parties to the contract, Sihgah or ijab qobul, Al-ma'qud or the object of the contract, the main objective is carried out.

The parties involved in online sales are clear, namely there are those who act as sellers and buyers. Sighah in online sales usually takes the form of terms and conditions that must be agreed to by consumers. The terms and conditions that must be agreed to are terms and conditions that must be understood by both producers and consumers. In online sales, the form of sighah that is done is by writing. For example, if we buy a program via a smartphone (gadget), there will be a choice that the consumer has read and agreed to the rules and agreement made. These agreed terms and conditions are a sighah that must be understood by both producers and consumers in



online sales. Likewise, if we make a transaction using social media, the seller must write down what terms and conditions are included in the transaction, so that there is openness between the seller and the buyer.

Then the third pillar of the contract is the object of the contract in the transaction. In online sales, the object of the contract must be clear and the goods must be perfect, not owned by the seller, not imperfect goods. This aims to prevent fraud by the seller. Online sales must clearly write various specifications of the goods being sold, including any shortcomings of the goods, if any. The last pillar of the contract is that the purpose of the contract must be in accordance with the Shari'a. So online sales cannot sell goods that are not in accordance with sharia. For example, selling babies online, as happened on a buying and selling site some time ago, or a weapons and drug sales site. This form of example transaction is not permitted because it conflicts with sharia rules (Sriayu Aritha Pangabebean, 2022) .

Regarding the pillars of the contract, online sales, whether based on social media or other media, are prohibited if they meet the following criteria: The system is haram, for example the sale of online gambling, The goods or services offered by the buyer are goods or services that are prohibited by Islamic law , There are violations agreement or the occurrence of elements of fraud. This often happens in social media-based online sales, where the goods offered on social media are often different from the goods received by consumers. If there are indications of an element of fraud, then this form of buying and selling is haram (Astuti, 2018) .

The forms of sale and purchase transaction contracts that can be adopted in online transactions are bai' al-murabahah (murabahah) and bai' al-salam (greetings). First, Bai' al-murabahah is the sale and purchase of goods at the original price with additional agreed profits. In bai' murabahah, the seller must notify the price of the product purchased and determine a level of profit in addition, at this time this is the sale and purchase contract product that is most widely used, because this is the easiest practice to implement compared to other financing products (Rohman, 2020) .

Murabahah is a sale and purchase agreement for goods stating the acquisition price and profit (margin) agreed upon by the seller and buyer. This contract is a form of natural certainty contract, because in murabahah it is determined what the required rate of profit is (the profit you want to obtain). Because in the definition there is an "agreed profit", the characteristic of murabahah is that the seller must inform the buyer of the purchase price of the goods and state the amount of profit added to the cost. The amount of the selling price must be mutually agreed upon by both parties, so that a transaction occurs between the seller and the buyer (Muhammad Yunus, Fahmi Fatwa Rosyadi Satria Hamdani, 2018) .

For example, Ahsan bought a cell phone for 500 thousand rupiah, the costs incurred were 50 thousand rupiah, so when offering his cell phone, he said: "I sold this cell phone for 750 thousand rupiah, I made a profit of 200

thousand rupiah." The pillars of the murabahah contract that must be fulfilled in the transaction are:

- a) The contract actor, namely the bai' (seller) is the party who has the goods to be sold, and the musytari (buyer) is the party who needs and will buy the goods
- b) The object of the contract, namely mabi' (merchandise) and thaman (price)
- c) Sighah, namely consent and qabul.

The conditions for Bai' al-murabahah are: The seller must notify the customer of the capital costs, The first contract must be valid in accordance with the established pillars, The contract must be free from usury, The seller must explain to the buyer if defects occur in the goods after purchase, The seller must convey all matters relating to purchasing. In principle, if conditions (1), (4), or (5) are not met, the buyer has a choice: to continue the purchase as is; return to the seller and express disagreement with the goods sold and cancel the contract (Samawi, 2020) .

Bai' al-murabahah provides many benefits to sellers. One of them is the profit that arises from the difference between the purchase price from the seller and the selling price to the customer. Apart from that, this system is also very simple, making it easier for sellers to handle administration. This is one of the reasons why the bai' al-murabahah contract can be used in social media-based online sales. One thing that consumers need to avoid is if there are sellers who offer products whose prices are far below market prices. For example, there is a party offering to sell smartphones or tablets which, if we buy them on the market, is around five million, then they are offered for only one million. A price difference that is too large could indicate the possibility of fraud in the sales transaction. However, if there is a price difference that is still within reasonable limits, then the transaction is still permitted. Several things can be the reason why often online sales based on social media can be more profitable than conventional direct sales:

- Cost savings occur, because the funds initially allocated for renting shops/kiosks can be allocated to add more goods.
- Wider network coverage.
- Minimize promotional costs.
- The influence of word of mouth.

The second thing that might be used in online sales, especially those based on social media, is bai' salam. Bai' salam means purchasing goods that are delivered at a later date, while payment is made at the beginning of the transaction. The goods being traded are not yet available at the time of the transaction and must be produced first, such as agricultural products and fungible products (goods that can be estimated and replaced according to weight, size and quantity) etc. Non-fungible items such as precious stones, valuable paintings, which are rare items cannot be used as greeting objects. The risk of the goods being traded remains with the seller until the time the

goods are delivered. The buyer has the right to examine and can reject the goods that will be delivered if they do not comply with the initial agreed specifications (Trisna Taufik Darmawansyah, 2020) .

Buying and selling salam is permitted by Rasulullah SAW with several conditions that must be met. The main aim of buying and selling salam is to meet the needs of small farmers who need capital to start planting and to support their families until harvest time arrives. Usury is prohibited, they can no longer take usury loans for this purpose so they are allowed to sell their products in advance. Greetings are beneficial for sellers because they receive payment in advance. Salam is also beneficial for buyers because generally the price with a greeting contract is cheaper than the price with a cash contract. Online sales, especially those based on social media, have several benefits for both buyers and sellers, namely:

- a) Opening hours are 24 hours, by using online sales sellers can sell various products 24 hours a day. This is different from conventional sales which may only have time, for example from 9 am to 10 pm. So this will provide benefits to both sellers and buyers who need a product
- b) It is easier and faster to find various kinds of products needed by buyers
- c) The price comparison process is easier and faster to carry out. Through online sales, potential buyers can compare prices on various types of goods offered more easily and quickly
- d) Easy to implement by anyone. Often one of the reasons people are reluctant to sell face to face is related to their lack of confidence when dealing with buyers directly
- e) Cheaper investment. Through social media-based online sales, sellers do not need to spend large investment funds to rent shops/outlets and hire employees.

Apart from the advantages of online sales, especially those based on social media, there are several weaknesses that arise from online sales, namely: Buyers cannot cash and carry the products they buy, buyers cannot pay attention to the details of the products they want to buy, p. This is one of the advantages of direct (conventional) sales where buyers can pay attention to the details of the product they are going to buy. (Destiya Wati, Suyudi Arif, 2022)

There are several problems that may arise in social media-based online sales, namely: Uncertain product quality. Because potential buyers cannot pay attention to the details of the product they want to buy, the quality desired by the potential buyer may result in deception from the seller. This is one of the problems that may arise on social media, namely the existence of offers of goods that want to deceive buyers, for example by offering a set of smartphones at a discount of more than 50% compared to market prices, the



potential for deceiving buyers. Apart from sellers, potential buyers can also appear

The only sales method used by sellers is to use online social media as the spearhead of sales. In this case, sellers utilize various social media which are used to sell online various products that they want to offer to potential buyers. If the seller only uses social media as the only sales method, then the seller must be diligent in always updating or re-posting the various displays being offered, this is so that potential buyers can continue to remember the products offered by the seller. Online sales as a supporting method for sellers. In this second case, the seller has a physical shop/outlet which is used to display the products offered so that potential buyers who are not sure about the appearance on social media can directly visit the physical shop/outlet, online sales as a support or sales method used to expand network coverage.

## CONCLUSION

The development of contemporary buying and selling transactions no longer relies solely on face-to-face sales. Contemporary buying and selling transactions, along with technological developments, have given rise to other forms of sales, namely on-line sales. On-line sales are a form of sales that utilize technology such as smartphones, tablets, gadgets, and those that utilize the internet network. Online sales have fulfilled the pillars of contract in sharia rules, namely a) there is a seller and a buyer b) sighthah or ijab qabul has been fulfilled where consumers must agree to the written terms and conditions if the transaction process is to continue c) the object of the contract in on-line sales must be clear specifications d) the purpose of the contract must not conflict with sharia. The forms of transaction contracts that can be adopted in online sales are bai al-murabahah and bay al-salam. Bai' al-murabahah is the sale and purchase of goods at the original price with additional agreed profits. Meanwhile, bai' al-salam means purchasing goods that are handed over at a later date, while payment is made at the initial time the transaction is carried out. There are several advantages of online sales, namely: a) opening hours which can be 24 hours b) easier and faster to find and sell goods c) easy and fast price comparison process d) easy to implement by anyone e) cheaper investment.

Apart from the advantages, there are several problems that may arise in on-line sales, namely: a) uncertain product quality b) potential for deception from sellers c) potential for deception from buyers, so in on-line sales it is necessary to do several things that can be done to minimize these various problems, including: a) In online sales, the appearance and specifications of the goods being sold must be fully displayed b) An additional contract must be added in the form of the right to choose (khiyar) for the buyer if it turns out that the goods received have different specifications from the that is displayed in the advertisement c) Using secure payment media, this aims to protect both the buyer and seller.

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