
ANALYSIS OF BUYING AND SELLING PRACTICES ONLINE IN ISLAMIC LAW PERSPECTIVE

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Abstract. Economic behavior has been formed since humans began to need other individuals who have goods or services that they do not have. The form of buying and selling has developed following society and social changes. Advancements in communication and information have impacted progress in the business world. Long-distance buying and selling have become a prevailing habit in today's business world. Feel disadvantaged because the goods received do not match the picture or the goods received also turn out to be defective or the goods do not arrive at the buyer, and many other cases. Islamic law itself has regulated this buying and selling activity quite strictly, both in the arguments of Al -Qur'an, *Hadith, Ijma'*, and also *Qiyas*. The purpose of this study was to determine whether the practice of buying and selling online is according to Islamic Law. This study uses descriptive qualitative research methods. The results found that buying and selling *online* is allowed as long as the goods or products being traded follow the specifications or characteristics of the goods that have been determined. Moreover, the type and nature of the goods to be bought are known. Islam is consensual. There is no coercion from any party to buy an item. If the buying and selling transaction *online* does not follow the provisions of Islamic law, which has established the terms of the contract and buying and selling, the online buying and selling transaction is unlawful or invalid.

Keywords: buying and selling; buying and selling online; Islamic law.

INTRODUCTION

Islam as a comprehensive religion can be assumed from the many rules regarding *muamalah* that have been outlined in its legal sources. One of the studies in *muamalah* is how a person gets sustenance that is cultivated lawfully and pleasingly. (Dimyauddin, 2008).

Muamalah is the exchange of goods or something that provides benefits in a determined manner, such as buying and selling, renting, wages, borrowing, farming, association, and other businesses (Yunus et al., 2018).

In *muamalah* many human activities have been regulated, one of which is buying and selling. One form of *muamalah* activity that Allah permits is buying and selling as in His word QS al-Baqarah verse 275 and the Meaning:

"Those who eat usury cannot stand but like the standing of a person who is possessed by a demon because of madness. They say that buying and selling are the same as usury. Whereas Allah has permitted buying and selling and forbids usury. Whoever gets a warning from his Lord, then he stops, then what has been obtained before belongs to him and his affairs (it is up to) to God. Whoever repeats it, then they are the inhabitants of Hell. They will abide in it forever".(Indonesia, 1989)

Buying and selling are interactions between the seller and the buyer. The interaction can be done directly or indirectly. Sharia and buying and selling are conventional carried out directly, namely, direct transactions where the

seller and buyer meet face to face or interact directly (Mardani, 2015). In line with (Safira et al., n.d.), that Buying and selling online is a social reality activity that has subjectivity related to buying and selling where the seller and the buyer do not have to meet to make negotiations and transactions, communication used by sellers and buyers through communication tools such as chat, computer, telephone, SMS and so on.

This economic behavior has been formed since humans have started to require other individuals who have goods or services that they do not own while she needs them or wants them. This form of buying and selling developed under society and social changes.

In this modern *muamalah* transaction, new technological developments emerge buying and selling systems *online* or *electronic commerce (e-commerce)*. This technology has created new types and business opportunities where business transactions are increasing (Haroen & Muamalah, 2007).

In this case, the seller and the buyer no longer pay attention to the issue of verbal consent, but only with the intermediary of valuable papers, such as checks, money orders, and so on.

However, in the course of the journey later, many buyers felt aggrieved because the goods received did not match the picture or the goods received were also defective, or the goods did not arrive at the buyer, and many other cases. Charged to the seller because the buyer as an economic actor must also maintain his rights as a consumer with caution when conducting transactions as outlined in the

consumer protection law. Although on the other hand, the consumer protection law contains laws that aim to protect consumers. Transactions in *e-commerce* are precarious, especially if the consumer must make payments first. In contrast, consumers themselves cannot see the truth of the goods ordered or the quality of the ordered goods. This greatly disturbs the rights of consumers, especially the right to security and the right to obtain correct, transparent, and honest information on the products provided by the seller or business actor.

Islamic Shari'a law itself has regulated this buying and selling activity quite strictly, both in the arguments of the Qur'an, *Hadith*, *Ijma'*, and *Qiyas*. It is discussed about the terms of the seller, the buyer, the goods being sold, and contracts. Buying and selling contracts are prohibited because they cause harm to one party. Buying and selling *Online* is almost the same as buying and selling orders, where buying and selling orders are called *As-salam* or *As-salaf*. Terminologically, the fiqh scholars define it as selling an item whose delivery is delayed or selling a (goods) whose characteristics are precise with early capital payments.

In contrast, the goods are delivered at a later date. The Shafi'iyah and Hanabilah scholars define an agreed contract to make something with specific characteristics by paying the price first. At the same time, the goods are handed over (to the buyer) later (Wajdi & Lubis, 2021).

The Conditions of buying and selling in Islam have been fulfilled by buying and selling *online*, where the objects being

traded are not unclean and can be used. These objects are lawful or can be traded, but it can be seen from the side of the contract, the concept of buying and selling creates a new phenomenon within Islamic law. The concept of buying and selling *online*, which does not require the perpetrators to be in one assembly (place) to meet each other directly in buying and selling, has created a debate, which will affect the legal practice of buying and selling with system *online* this, from the point of view of Islamic law (Wajdi & Lubis, 2021).

Islamic Law

Islamic law is a law that originates from and becomes part of the religion of Islam. (Khalaf, 2003) defines Islamic law as an order (doctrine) from Allah SWT, which relates to the actions of people who are already mukallaf (people who have been subject to the burden of sharia). In the form of orders (to do or leave an action), permission (may choose), or determination (Yudha, 2017).

In Islamic law, literature is also referred to as *taklifi* law, namely norms or rules of the Islamic law that may contain the open authority, namely the freedom to choose to do or not do something. Actions are referred to as *jazz*, *mubah*, or *ibahah* (Daud, 2005). Islamic law aims to benefit human life, both spiritually and physically, individually and socially. The benefit is for life in this world and eternal life in the hereafter (Daud, 2005).

Buying and selling in Islam

Buying and selling in fiqh terms are called *al-bai'*, which means selling,

replacing, and exchanging something for something else. Al-ba' pronunciation in Arabic is sometimes used to mean the opposite, namely the word '*ash*-spiral. (buy). Thus, the word '*al-bai*' means to sell, but at the same time, it also means to buy. In terms of terminology, there are several definitions of buying and selling put forward by *fiqh* scholars, even though the substance and purpose of each definition are the same.

Hanafiyah scholars define it as exchanging property for property in a certain way or exchanging something desired with an equivalent through specific practical ways. In this definition, there is an understanding that the particular method referred to by *Hanafiyah* scholars is through *hijab* (an expression of buying from a buyer) and *qabul* (a statement of selling from a seller), or it may also be through giving each other goods and prices from the seller and the buyer.

Another definition was put forward by the *Malikiyah*, *Shafi'iyah*, and *Hanabilah* scholars. According to them, buying and selling are exchanging assets with assets in the form of transfer of property and ownership. In this case, they emphasize the word "ownership and ownership" because there is also an exchange of assets that are not required to be owned, such as leasing (*Ijarah*). In describing what is meant by al-mal (treasure), there are differences in understanding between the Hanafi scholars and the *Jumhur ulama*. As a result of this difference, there are also laws relating to buying and selling. According to most scholars, what al-mal says is material and benefits. Therefore,

according to them, the benefits of an object can be traded (Dahlan, 1996).

A sale and purchase can be said to be valid if it has fulfilled the pillars and conditions that have been determined by share. Scholars have different opinions regarding the pillars and conditions of buying and selling. According to the Hanafi school of thought, there is only one pillar of buying and selling: consent and acceptance. According to them, the only thing that becomes harmonious in buying and selling is both parties' willingness (pleasure) to buy and sell. This indicator can be illustrated in the *Ijab* and *Kabul*, giving each other goods and the price of goods.

Contracts and the Law of Buying and Selling in Islam

The term contract comes from the Arabic language, namely *al-and*, a recorded agreement or contract (Al-Munawwir, 1997). *Sayyid Sabiq*, in his book *fiqh sunnah*, gives the Meaning that the contract is a bond and agreement (Sabiq, n.d.). as the relationship between consent and *qabul* under the will of the *Shari'a* that affects an object of engagement (Dahlan, 1996).

Ijab is a statement of someone who did bond, while *Kabul* identified it as a statement of acceptance of such bonding. In Islam, of course, all engagements carried out by two or more parties must be under the will of the *Shari'a*.

Principles for Purchase Online

Today's trading activity is increasingly widespread, especially sites that used to make buying and selling online is getting

better and diverse. However, as we know that the system of buying and selling online products offered only in the form of explanation of the specifications of goods and pictures that cannot be guaranteed the truth, for that as a buyer, it is essential to find out the truth whether the goods you want to buy are appropriate or not.

According to the Big Indonesian Dictionary, buying and selling is a mutually binding agreement between the seller, the party who delivers the goods, and the buyer as the party who pays the price of the goods sold (Penyusun, 1999). According to (Syafei, 2006) linguistically, buying and selling is the exchange of something for something another. Words Online consists of two words: On (English), which means life or inside, and Line (England), which means the line, track, channel or network. The language online could be interpreted as "*in the network*" or the connection.

Selling online is mutual consent between sellers binding via the internet as a party selling the goods and the buyer paying the price of the goods sold. Online buying and selling apply a buying and selling system on the internet. There is no direct contact between the seller and the buyer. Buying and selling are carried out through a network that is connected using mobile phones, computers, tablets, and others.

Researchers see that many people in the community often conduct buying and selling transactions *online*, both as consumers and resellers from shops or *online shops* who do advertising or market merchandise through media *online* (social

networks), but not all of them know the practice of buying and selling. The system *online* that is usually done is under Islamic law or even vice versa.

The purpose of this study was to determine whether the practice of buying and selling online is under Islamic law. The importance of this research is to find out how online buying and selling is happening from the perspective of Islamic law, which can provide benefits for all. The difference between this study and previous research is the variables used and a broader discussion about buying and selling online from an Islamic perspective. Based on the description and explanation of the background problems described above, the authors are interested in researching with the title "Analysis of Online Buying and Selling Practices in the Perspective of Islamic Law."

MATERIALS AND METHODS

Research Type

This research is field research (Field Research) with qualitative methods. This type of qualitative research uses a descriptive approach in that the data collected is generally in the form of words, pictures and is mainly not analyzed using figures. Departing from the facts obtained in the field and then researched referring to the basic theory following the research problem or which is inductive.

The research uses a descriptive approach, where the problem being investigated will be solved by describing, writing, explaining the subject or object of research based on facts that have been

looking and does not reduce as it is (Suharsimi, 2006). Qualitative research aims to understand social phenomena or phenomena that occur in the field in a scientific setting.

Research Informants

The most crucial sampling technique for research objectives is determining key informants or certain social situations that are full of information according to the research focus. To select a sample, in this case, key informants or social situations, it is more appropriate to do it intentionally (purposive sampling) than in the data collection process. It is no longer found to look for new information. The information collection process is considered complete. Thus, qualitative research is not questioned about the number of samples. In this case, the number of samples can be small but large depending on whether or not the selection of key informants is appropriate.

Data Collection Techniques

Data collection techniques in this study are observation, interview, and documentation. The researchers here used this literary study research find information through books, magazines, and other documents. Form a theoretical basis. This research also investigates scientific journals, reference books, literature, encyclopedias, scientific works, scientific works, and other sources, both in written and written form related to the object under study.

Data Analysis Techniques Data

Analysis in qualitative research is

carried out when data collection takes place. After completing data collection, the researcher analyzes the data reduction results (summary) and selects the main things, focusing on essential things to look for themes and patterns. Thus the reduced data will provide a clearer picture (Sugiyono, 2017). According to Miles and Huberman, implementation of data analysis suggests that activities in analyzing qualitative data are carried out interactively and take place continuously until complete. Data analysis activities include data reduction, data display, and conclusion drawing/verification (Sugiyono, 2017).

RESULTS AND DISCUSSION

Buying and selling is a transaction between two parties Related to exchanging currency and goods. In addition, the object being traded Must be helpful to the owner (Janah, 2021). Buying and selling *online* cannot be unlawful but rather how the transaction *online* is legitimate or not authentic. Buying and selling *online* can be done during the transaction process following Islamic law, and of course, buying and selling *online* does not contain elements of fraud, coercion, and persecution. The validity of online buying and selling transactions is from the contract. Online buying and selling transactions are certainly legal after fulfilling the pillars and conditions for the validity of buying and selling and having fulfilled the pillars and conditions of the contract in buying and selling. According to Islam, it is used and contains elements only material gain in this world,

but it is also a real advantage in the hereafter. We should pay attention to the principle of buying and selling stars (Safira et al., n.d.). If all the conditions and pillars have been met and in online buying and selling transactions, there is no fraud or coercion and even usury, the online buying and selling transaction is undoubtedly legal, and vice versa, if the terms and conditions of the contract and buying and selling are not fulfilled then the sale and purchase, is invalid. Clear and complete, with explanations that can affect the selling price of goods. Buying and selling transactions *Online*, most *Ulama* justify it as long as there is no element of *gharar* or ambiguity by providing precise specifications or descriptions in the form of pictures, types, colors, shapes, models, and those that affect the price of goods.

The sale and purchase online contract is included in the *salam* sale and purchase contract, in which the *salam* contract submits the money first before receiving the merchandise. Financing services related to buying and selling online with financing carried out in conjunction with ordering goods. This *salam* contract makes payments in advance, and after that, the goods become the seller's debt.

Buying and selling online is allowed as long as the goods or products being traded follow the specifications or characteristics of the goods determined (Koyuncu & Bhattacharya, 2004). Moreover, the type and nature of the goods to be purchased are known. With advances in information and technology, the description of the goods can be seen first in the form of videos or pictures. If the product is or the

goods received are not following the agreed characteristics, the buyer has the right to *khimar*. The Islamic view of buying and selling online has become a widespread practice of buying and selling transactions, primarily buying and selling transactions online based on social media. Therefore, it is necessary to know that buying and selling online own meet the pillars and conditions so that Sara's sales can be said to be effective (Zurohman & Rahayu, 2019). Today's modern era marketplace is a place for buying and selling online to buy and sell online, providing menus or options for goods that do not match the description of the goods to return goods and money or replace defective goods received by the buyer. The party marketplace guarantees the buyer and seller and, of course, the seller. Market place itself is official and has legal force for the buyer. Because in Indonesia, in setting up a business, you must have an official business license from the state. Therefore, the buyer and the seller can report fraud to the party marketplace to carry out legal procedures. If the buyer's goods are found to be not as described in the sale, then the buyer can return the goods to the seller with the cost of return borne by the seller based on an agreement or agreement.

However, the marketplace also provides a menu to apply for refunds and goods on the marketplace is as long as the returned goods do not match or are damaged with the description of the goods being sold. The party marketplace acts as an intermediary to see whose fault, and the seller cannot immediately withdraw funds before the other party. The buyer states that he received the goods he ordered and

did not apply for a refund. Items purchased online can be returned if there is damage or defects in the buyer's goods. Then it does not harm the buyer.

Because buying and selling in Islam are consensual, there is no coercion from any party to buy an item. If buying and selling online is not appropriate under the provisions of Islamic law within which it has set the terms of the contract and pillars of selling the transaction online is forbidden or not legal. Protection in buying and selling must be assertive and erect fairest, so the seller and buyers can make buying and selling transactions online legal without fear of fraud. Buying and selling Online is done by utilizing increasingly sophisticated technology to take advantage of and take positive values from the times and existing technology. Buying and selling transactions Online can be carried out as long as the traded goods are not illegal and the goods they sell do not belong to someone else. Moreover, of course, the clarity of prices and goods so that there is no fraud and confusion between the seller and the buyer.

The conditions that allow buying and selling online include:

1. Must comply with Islamic religious law to avoid forbidden business transactions, fraud, fraud, and coercion.
2. The creation of an agreement between two parties (seller and buyer) if something unwanted happens between the agreement or cancellation. Which has been regulated in Islamic *fiqh* regarding forms of choice or alternatives in the sale and purchase contract to choose to continue or cancel the contract that has occurred.
3. There must be strict and precise control, sanctions, and legal rules from the government (a competent institution) to ensure that it is permissible to do business whose transactions are done online for the public to.
4. The object of sale and purchase (goods or their price) is a sacred and helpful item, not an unclean item or an item because the substance is illegally prohibited from being traded.
5. The object of sale and purchase and the amount of payment are known by both parties to avoid *gharar*.
6. The goods purchased must have clear criteria and specifications or descriptions such as pictures, prices, and sizes, such as the process that occurs installs online because they are intangible or invisible during the purchase transaction to avoid ambiguity or *gharar*.
7. The buyer is given the right (*khimar*) to cancel the sale and purchase or accept it willingly if the goods received are not following the order.

If buying and selling online is not following the terms and conditions described above, the law is not allowed. The benefit and protection of the people in buying and selling must be in the protection of the state so that there are no things that bring problems, fraud, and destruction for society and the country. Buying and selling online is the same as buying and selling offline. Some are lawful; some are unlawful. Some are legal, and some are illegal.

The fundamental law of buying and selling online as sale and purchase agreement and the contract regards, this is

allowed in Islam, the prohibition of buying and selling online for several reasons, namely:

1. The system is unlawful
2. goods or services, which are the object of transactions, are forbidden goods or services, such as drugs, sales human, infringement, copyright sites that can bring visitors into adultery.
3. Violate the agreement or contract and contain elements of coercion, fraud, and others. Islam was in business are taught to be their honesty, fairness, mutual suspicion and should be the umbrella legal firm of and clear that aims to benefit the community and the country

CONCLUSION

Online buying and selling include aspects of *muamalah*, which are permissible unless there are arguments that forbid it. In addition, the pillars and conditions of buying and selling online also do not conflict with the pillars and requirements of the Islamic legal system of engagement. What is forbidden in online buying and selling transactions, namely transactions in which there are criminal elements, such as usury, *gharar* (fraud), danger, obscurity, harming the rights of others, coercion, and goods or services that are the object of the transaction are lawful, not illegal. Forbidden such as alcohol, carrion, pork, drugs, online gambling, and so on. In addition, online buying and selling transactions also contain aspects of benefit in the form of convenience and time efficiency. In *fiqh*, it is found that there is an agreement by scholars on buying and selling transactions through letters and

intermediaries so that buying and selling online can be analogous to buying and selling through letters or intermediaries as long as it is carried out based on the principle of honesty and the principle of consensual (willingness).

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