

MUAMALAH FIQH: IMPLEMENTATION OF SALE AND PURCHASE CONTRACTS IN MODERN ECONOMIC TRANSACTIONS

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ABSTRACT

This study aims to analyze the implementation of sales and purchase contracts in modern economic activities through the perspective of Islamic jurisprudence (fiqh muamalah), particularly in the context of the development of digital technology that changes the interaction patterns between sellers and buyers. By applying qualitative methods and a literature review approach, this study collected information data from various primary and additional sources, such as the Qur'an, hadith, classical and current fiqh books, fatwas from the National Sharia Council (DSN-MUI), and relevant scientific journals. The results of the study indicate that although modern transaction mechanisms such as marketplaces, e-commerce, non-cash transactions, and digital ordering have undergone significant changes, the basic principles of Islamic jurisprudence (fiqh muamalah) remain relevant and applicable. These principles include clarity of the contract, the consent of both parties, honesty, trustworthiness, justice, and balance. Digital technology can even minimize gharar through the presentation of more transparent product information, including photos, detailed descriptions, pre-order features, and transaction documentation. Contemporary transaction forms such as salam and istishna' can also be applied in online transactions as long as they comply with sharia requirements, especially regarding product specifications, delivery time, and price clarity. Digital payment systems, such as bank transfers, e-wallets, debit/credit cards, and QR codes, are considered valid as long as they do not involve usury or harmful elements. This study concludes that muamalah jurisprudence is adaptive to technological developments, thus serving as a guideline for modern buying and selling practices that are Sharia-compliant, ethical, safe, and provide blessings for those involved.

Keywords: sale and purchase agreements, e-commerce, modern transactions, Sharia economics.

ABSTRAK

Penelitian ini bertujuan menganalisis implementasi akad jual beli diterapkan dalam kegiatan ekonomi modern melalui perspektif fiqh muamalah, khususnya dalam konteks perkembangan teknologi digital yang mengubah pola interaksi antara penjual dan pembeli. Dengan menerapkan metode kualitatif serta pendekatan kajian literatur, penelitian ini mengumpulkan data informasi dari berbagai sumber utama dan juga tambahan, seperti Al-Qur'an, hadis, kitab fiqh klasik hingga sekarang, fatwa-fatwa dari DSN-MUI, serta jurnal ilmiah yang terkait. Hasil penelitian menunjukkan bahwa meskipun mekanisme transaksi modern seperti marketplace, e-commerce, transaksi non-tunai, dan pemesanan digital mengalami perubahan signifikan, prinsip-prinsip dasar fiqh muamalah tetap relevan dan dapat diterapkan. Prinsip-prinsip tersebut meliputi kejelasan akad, keridhaan kedua belah pihak, kejujuran, amanah, keadilan, dan keseimbangan. Teknologi digital bahkan dapat

meminimalkan gharar melalui penyajian informasi produk yang lebih transparan, termasuk foto, deskripsi rinci, fitur pre-order, serta dokumentasi transaksi. Bentuk transaksi kontemporer seperti salam dan istishna' juga dapat diterapkan dalam transaksi online selama memenuhi ketentuan syariah, terutama terkait spesifikasi barang, waktu penyerahan, dan kejelasan harga. Sistem pembayaran digital, seperti transfer bank, e-wallet, kartu debit/kredit, dan QR code, dinilai sah selama tidak mengandung riba atau unsur merugikan. Penelitian ini menyimpulkan bahwa fiqh muamalah bersifat adaptif terhadap perkembangan teknologi, sehingga mampu menjadi pedoman bagi praktik jual beli modern yang syariah-compliant, etis, aman, dan memberikan keberkahan bagi para pelakunya.

Kata-kata kunci : akad jual beli, e-commerce, transaksi modern, ekonomi syariah.

INTRODUCTION

Islam governs every aspect of the life of its followers. Both the relationship between humans and Allah, known as muamalah min Allah (the relationship between Allah and His Messenger), and interactions with fellow humans, known as muamalah ala an-nas (trade and commerce), are regulated by it. The field of Islamic knowledge known as fiqh muamalah emerged as a result of these interactions with other humans. Humans are social beings and therefore inherently dependent on others. Humans will always need basic necessities of life, such as food, clothing, and shelter. Each individual engages in transactions (contracts) known as trade to fulfill these needs (A.-B. A. I. P. Islam, 2017).

Along with the passage of time and technological advancements, the form of economic transactions has undergone significant changes. The emergence of electronic commerce (e-commerce), digital buying and selling, and cashless transactions shows that trading practices are no longer limited to physical meetings between sellers and buyers. However, these changes do not eliminate the basic principles of contracts in Islam, which emphasize clarity (bayyinah), mutual consent (ridha), and the prohibition of practices involving usury, uncertainty (gharar), and fraud (tadlis) (Article & Acces, 2025).

Buying and selling in Islam is the exchange of goods or services between a buyer and a seller with the aim of achieving mutual profit. According to Islamic law (fiqh), a sale is considered valid if it meets certain conditions, including agreement between both parties, a clear purpose of the transaction, and the absence of elements of fraud or uncertainty.

In Islam, there are various forms of trade, such as salam sales, where the buyer pays in advance for goods that will be delivered later; credit sales (installments), where the buyer can pay in installments over a specified period; and cash sales, where payment is made immediately at the time of the transaction (Syahra et al., 2024).

Furthermore, in the context of the modern economy, the principles of trade in Islam are still very much applicable for implementing an ethical foundation in business that emphasizes the importance of honesty, fairness, and social responsibility. By understanding and practicing trade concepts according to Sharia, economic actors not only gain material benefits but also blessings and justice in every transaction conducted. This principle is very important to serve as the main foundation so that economic transactions run in accordance with Sharia. The application of sales contracts in today's modern economic era requires

adjustments in Islamic law to advances in technology and financial systems, while still maintaining principles without neglecting the Sharia values that form the foundation.

RESEARCH METHOD

This study uses a qualitative method with a library research approach to analyze the implementation of sales and purchase contracts in modern economic transactions from the perspective of fiqh muamalah. All data information is obtained from various reading sources, both primary and secondary, including the Qur'an, hadiths, classical and modern fiqh books, DSN-MUI fatwas, as well as extensive and reliable scientific journals. Data collection is carried out through reading, noting important points, and classifying various literature related to the principles of sales and purchase contracts as well as digital transaction practices such as e-commerce, marketplaces, and electronic payments.

The collected data were analyzed using content analysis methods, by reducing the data to identify relevant information. The data were then presented in the form of systematic conceptual descriptions, and conclusions were drawn based on the relationship between fiqh provisions related to contemporary economic transaction practices such as online shopping, digital payments, automated offers, and electronic contracts. This study employed source triangulation as well as internal and external criticism of the literature used to maintain the validity of the findings. By using this method, it is expected that this research can provide an in-depth understanding of how contemporary sales contracts comply with the principles of fiqh muamalah.

RESULTS AND DISCUSSION

1.1 Basic Principles of Sales Contracts in Islamic Commercial Jurisprudence

The Arabic word "al-aqd," which means bond, agreement, and consent (al-ittifaq), is the etymological origin of the word "aqd." Terminologically, "aqd" is related to the term "ijab and qabul" (agreement), which indicates mutual consent and is permissible in Islamic law. Aqd, in a broad sense, refers to any arrangement or agreement made by someone that involves a promise which, if fulfilled, will have legal consequences under Sharia, regardless of how it is carried out.

In fiqh terms, buying and selling means to sell, replace, or exchange something for something else. Sometimes, the Arabic word al-bai' is used to refer to its opposite, asy-syira (purchase) (*Fiqhmuamalah*, n.d.). Thus, al-bai' means buying and selling at the same time. Literally, buying and selling refers to the transfer of ownership of goods through a reciprocal exchange contract. Terminologically, it is a contract for the exchange of reciprocal assets that grants permanent ownership of a good or benefit (U. Islam & Alauddin, 2024). The purpose is to transfer ownership of an object from the seller to the buyer in exchange for a certain amount of consideration.

The definition of Sale and Purchase according to Ulama is as follows:

- According to Hanafi scholars, there are two meanings of buying and selling: a general meaning and a specific meaning. The specific meaning is the process of arranging goods

based on two currencies (gold and silver) and the like, or trading goods for money or similar with a certain method. On the other hand, buying and selling generally refers to the exchange of money and assets (goods) in a certain way.

- Ulama from the Hanbali, Maliki, and Shafi'i schools define buying and selling as the transfer of control and ownership of one item to another. Unlike transactions that involve properties or goods that do not denote ownership, such as leasing, this concept emphasizes ownership. Likewise, the property discussed is property in a broad sense, encompassing products and currency (Afandi, 2009)..
- According to Hasbi ash-Shiddiqie, buying and selling is a contract that occurs because of the exchange of one asset for another, which then becomes a permanent exchanged asset.
- One of the Malikiyyah, Ibn Qudamah, explained that buying and selling is the exchange of assets reciprocally in the form of ownership and transfer of property rights (Ningsih, 2021).

The Qur'an and the Sunnah of Prophet Muhammad provide a strong foundation for buying and selling as a means to help others. Here are some verses about trade from the Qur'an and Hadith (Ningsih, 2021):

1. Surah Al-Baqarah verse 275

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

"Allah permits trade and forbids riba". (QS. Al-Baqarah [2]:275)

2. Surah Al-Baqarah verse 198

لَيْسَ عَلَيْكُمْ جُنَاحٌ أَنْ تَبْتَغُوا فَضْلًا مِّن رَّبِّكُمْ

"There is no sin for you in seeking the bounty (sustenance from trade) from your Lord". (QS. Al-Baqarah [2]:198)

The legal basis for buying and selling in the Sunnah of the Prophet Muhammad (peace be upon him) includes:

1. Hadith narrated by Rifa'ah ibn Rafi'

"The Prophet Muhammad (peace be upon him) was asked by one of his companions about which profession is the best. The Prophet replied at that time: The work of one's own hands and every trade that is blessed". (HR. al-Bazzar and al-Hakim)

Which means buying and selling honestly without any deceit, so as to receive blessings from Allah SWT.

2. Hadith of the Prophet Muhammad about the appreciation of an honest trader

The Prophet Muhammad (peace be upon him) said that a trustworthy, honest, and Muslim merchant will be together with the martyrs in the hereafter.

Based on the statements found in the verses of the Qur'an and the hadiths of Prophet Muhammad (peace be upon him), buying and selling is permitted in Islam. Indeed, trading is considered a noble profession. However, we must take into account its moral lessons. It is the integrity of the parties involved that makes trading honorable. Buying and selling should

be conducted as part of an effort to attain the pleasure of Allah, not merely to satisfy the desires of the parties for a small profit.

1. The Principle of Divinity (Tauhid)

This principle states that everything belongs to God and humans are responsible for managing it according to His will. The purpose of buying and selling is not only to earn money, but also to prepare for the afterlife. With this approach, a Muslim entrepreneur will avoid usury and exploitation in every transaction.

2. Principle of Consent

The principle of consent emphasizes the need for the marriage contract (ijab qabul) to be carried out without coercion, dishonesty, intimidation, or ambiguity. This principle refers to Surah An-Nisa verse 29, which prohibits the consumption of someone else's property without permission, except when the transaction is conducted with the consent of both parties. Therefore, when the seller and buyer are willing and understand the terms of the agreement, the sale is considered valid.

3. Principles of Morality

Based on the characteristics of the Prophet, the principles of ethics in buying and selling include the ethics of right and wrong in transactions: siddiq (honesty about the condition of goods), amanah (trustworthiness in fulfilling orders), tabligh (conveying accurate and complete product information), and fathanah (intelligent trading). By applying these guidelines, traders can operate legally and correctly.

4. Principle of Balance

By applying fairness in every transaction, the principle of balance in business ensures that there is no inequality between parties. One example is weighing goods before being shipped for online sales to ensure that there is neither excess nor shortage of the agreed weight.

5. Principle of Justice

The principle of fairness aims to protect both buyers and sellers by ensuring transactions are conducted fairly. This principle is realized in online buying and selling by avoiding monopoly practices and setting reasonable prices that correspond to the quality of the goods.

6. The Principle of Honesty

The application of this honesty principle in online buying and selling is to provide information that is objective, accurate, and free from any elements of fraud. This principle prohibits all forms of deception, whether in words or actions.

Thus, the application of the principles of buying and selling such as justice, honesty, consent, and others. This serves as the main foundation in building a transaction system based on Islamic values. These principles not only emphasize the legality of the contract under the law but also the moral and ethical dimensions that ensure justice and balance between the seller and the buyer.

1.1 Pillars and Requirements of Contract in Digitalization

Acceptance of a contract, which signifies the intention to exchange something or something similar (mu'athaa), is one of the pillars of buying and selling, according to Hanafi

scholars. In other words, these pillars are verbal or gestural actions that indicate willingness to accept the exchange of goods and money. This is the opinion of Hanafi scholars regarding commercial transactions.

Hanafi believe that in accordance with the customs of a society, buying and selling can be conducted with words that express willingness to transfer ownership of a property. Therefore, Hanafi scholars hold that past tense verbs such as 'I bought' and 'I sold' can be used to describe purchases and sales. Likewise, present tense phrases such as 'I buy' or 'I sell' can also be used (Az-luhfill & Llatuhu, n.d.).

According to the Hanafi school of thought, *ijab* (consent) is the sole basis for a sale and purchase. They argue that the willingness to offer items to each other is a sign of mutual consent, which is the most important component in a sale and purchase. Thus, a sale and purchase occurs when *ijab* (consent) is fulfilled. Of course, related matters, including *aqidah* (belief), the object of sale, and the exchange value, must be identified when using *ijab* (Afandi, 2009).

Most scholars conclude that buying and selling are based on four pillars, namely (Afandi, 2009):

1. The parties involved in the contract (seller and buyer)
2. *Shighat* (the words of offer and acceptance)
3. The goods being purchased
4. The exchange value of the goods

According to Hanafi scholars, the conditions of buying and selling do not include the person making a commitment (promising), the goods obtained, or the exchange price of the goods. According to some scholars, the following are the conditions of buying and selling that align with the pillars of sales (*Fiqh Muamalah*, n.d.):

1. Requirements for a Person Entering into a Contract

Islamic jurists agree that an individual must meet the following requirements to carry out a sales contract (*Fiqh Muamalat*, n.d.):

- a. Logical or sane. The majority of scholars argue that a person signing a sales contract must be mature and sane. Even if the man receives permission from a guardian, the sale is invalid if the person conducting the transaction is still not of sound mind.
- b. Another person signing the contract. In other words, a person acting as both the buyer and the seller cannot act directly.

1. Conditions Related to *Ijab Qabul*

Jurisprudence scholars agree that the consent of both parties is the most important component in a sale and purchase. The offer and acceptance that occur indicate this consent. Ownership of the item or money has transferred from the original owner after the offer and acceptance are expressed in the sale and purchase agreement. Thus, according to jurisprudence experts, the conditions of offer and acceptance are as follows (*Fiqh Muamalah*, n.d.):

- a. According to Hanafi scholars, a person who utters the statement must be of legal age and of sound mind.

- b. Ijab is equivalent to qabul. A sale is invalid if there is a difference between ijab and qabul.
 - c. The contract and ijab are conducted in the same assembly. Essentially, both the buyer and the seller are present and discuss the same matter. Acceptance of the contract can be mediated by time, which is considered a desirable concept according to Hanafi and Maliki scholars. According to Hanafi and Shafi'i scholars, there should not be a significant gap between the offer and acceptance that might raise concerns that the subject has changed.
2. Requirements Related to Goods Being Traded
- a. The seller claims to be able to provide the product, whether it is available or not. For example, in a store, some items are kept at the factory or warehouse because it is impossible to display everything, but products can be exhibited according to the terms of the buyer-seller agreement.
 - b. It can be utilized and is beneficial to humans. For instance, blood, wine, and carcasses are prohibited from being sold because, according to Islamic law, they are not beneficial to Muslims.
 - c. It is owned by someone. It is forbidden to trade in goods that are not yet owned by someone, such as fish in the sea or gold underground.
 - d. The goods can be delivered at the time of the contract or within a period during the transaction agreed upon by both parties (Fiqhmuamalah, n.d.).
3. Conditions of Goods Pricing

In discussing exchange rates, Islamic jurisprudence scholars distinguish between at-tsaman and as-si'ir. They describe at-tsaman as the actual market price prevailing in society, and as-si'ir as the capital commodity that a trader must acquire before selling to consumers. Therefore, the selling price in the market and the price between the trader and the customer are two different types of prices.

As a result, at-tsaman is a price that can be manipulated by traders. According to fiqh scholars, the conditions of at-tsaman are as follows (Fiqh Muamalah, n.d.):

- a. Both parties must agree on a clear price.
- b. Despite legal restrictions, payment by check and credit card can be made at the time of the contract. If the cost of goods is paid later (on credit), the payment period needs to be specified.
- c. When barter products (al-muqayadhadhah) are used in trade, these products are used as a medium of exchange, not as prohibited items (syara'), such as wine and pork, because both are considered haram goods. In Islamic law, these items have no value.

1.2 Changes in the Form of Transactions in the Modern Economy

Current technology allows transactions to occur quickly without the need for direct communication between buyer and seller. In general, buying and selling is still permissible, and if it involves collaboration, it can even be considered recommended. However, if there is fraud, loss to one party, or gharar (uncertainty), then the transaction becomes prohibited. To prevent disputes in the future, Islamic economics emphasizes the importance of clarity in the purpose of the contract, including the obligation to provide detailed explanations about the characteristics of goods, especially in customs transactions (Dan, 2019).

In the past, buyers and sellers met in person to inspect and approve products. Thanks to marketplace platforms and e-commerce, transactions can now be conducted virtually. Customers only need to select items digitally, read reviews, make payments, and wait for delivery. In addition, non-cash payment options such as bank transfers, debit/credit cards, e-wallets, and QR codes have replaced cash. Besides improving cost and time efficiency, these electronic payment systems are considered more convenient, faster, and safer.

When hearing the term "e-commerce," most people think of online business. We can identify the following characteristics of internet companies:

- 1) Transactions involve both parties;
- 2) They share products, services, or information;
- 3) The main channel for transaction mechanisms or processes is the internet.

The characteristics mentioned above clarify that the transaction process (contract) and the main media used therein are what distinguish online business from offline business. The contract is an essential component of every business. As-salam and al-istishna transactions are examples of business transactions in Islam, generally defined as physical transactions, with the object delivered at the time of the transaction or without delivering the ordered object, but with the requirement that the nature of the object must be clearly stated, whether it is delivered immediately or later within a certain period (Hediana & Aly, 2022).

A Salam transaction occurs when the buyer pays in full in advance and the goods will be delivered later, even though they are not yet available at the time of the contract. Meanwhile, an Istishna transaction is a contract for ordering goods that are not yet available but will be manufactured first, according to the specified specifications, at a determined price, and within a stipulated delivery time. Because it is order-based, the istishna contract is often used for the production of houses, cars, clothing, furniture, and even construction projects (Hediana & Aly, 2022).

From the perspective of Islamic economics, e-commerce transactions are essentially the same as traditional transactions as long as they comply with Sharia standards. Before making a purchase from a seller, buyers can check product details through advertisements or product descriptions. Online transactions actually involve several parties, including internet service providers, banks acting as financial intermediaries, sellers, and buyers (Sharia, 2023). Therefore, with online transactions, sellers do not need to build or rent a store display, operate from morning to afternoon, even at night, hire many staff such as tellers, security personnel, cleaners, and supervisors, or physically display goods (Nur, 2019).

However, the following pillars of buying and selling must be understood: (a) the parties involved in the contract; (b) the phraseology or offer and acceptance; (c) al-ma'qudalah or the object of the transaction; and (d) the primary purpose of the contract. In fact, the pillars are components that do not apply to many non-worship activities that also occur in muamalah. The pillars of buying and selling indicate that these pillars align with the main goals and ultimate objectives of Islamic economics, such as fahlah, or well-being, both in this world and the hereafter.

The Qur'an states that a transaction is only valid if all parties fulfill their obligations regarding its outcomes. For example, in a sales contract, the buyer must pay the agreed amount of money, and the seller must deliver the goods to the buyer. As Allah SWT says (D. E. Islam, n.d.):

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

“O you who believe, fulfill your agreements”. (Q.S. al-Ma'idah (5):1)

In addition, the Qur'an mandates that all transactions be conducted within the context of mutually beneficial collaboration, as previously stated:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

“Help one another in goodness and piety, and do not help one another in sin and hostility”. (Q.S. al-Ma'idah (5): 2)

1.3 Validity of Contracts According to Fiqh Muamalah

Except in situations prohibited by Sharia, a sales transaction is considered valid if it adheres to the Qur'an, Sunnah, and the scholars. This is based on Surah Al-Baqarah verse 275, which forbids usury but permits trade. A sale is deemed valid as long as all the requirements are met. There are two main components in sales law: conditions, which complete the validity of the transaction, and pillars, which are the essential parts that must exist (Arifin et al., 2023).

In general, various forms of modern sales transactions are still permissible from the perspective of Islamic law as long as they comply with Sharia principles and do not involve usury, uncertainty (gharar), deceit (tadlis), or gambling (maysir). As long as the transaction is conducted transparently, with the consent of both parties, and does not cause harm or injustice, its validity remains intact. Thus, modern buying and selling practices are still in accordance with and justified by Islamic teachings, even when conducted using patterns and technologies that differ from traditional trade.

There are several aspects of buying and selling that need to be considered, as follows (Khasan & Tarlam, 2025);

1. Contract (Sighat) in Online Transactions

The acceptance of a contract, which indicates the intention to exchange something or something similar (mu'athaa), is one of the pillars of buying and selling according to Hanafi scholars. In other words, these pillars involve verbal or gestural actions that indicate willingness to accept the exchange of goods and money. This is the opinion of Hanafi scholars regarding buying and selling transactions (Az-luhfilll & Llatuhu, n.d.).

According to the Hanafi school, ijab (consent) is the sole basis of a sale. They argue that the willingness to offer goods to one another is a sign of mutual consent, which is the most important component in a sale. Thus, a sale takes place once ijab (consent) has been

fulfilled. Of course, related matters, including *aqidah* (belief), the object of the sale, and the exchange value, must be identified when using *ijab* (Afandi, 2009). The Shafi'i school's approach, which emphasizes clarity for certainty, along with the Hanafi approach (which accepts *mu'athah* based on '*urf*'), are the main points of *fiqh* debate regarding the form of contracts. These two perspectives are uniquely bridged by the architecture of contemporary e-commerce platforms (U. Islam et al., 2025).

The Shafi'i school of thought's concern regarding *mu'athah* contracts without verbal agreement has diminished with the increased transparency of digital technology. Complete details including brand, materials, size, weight, expiration date, as well as images and videos are displayed on e-commerce platforms as a form of digital "*ru'yah*." Additionally, pre-orders openly show shipping costs and estimates. Because digital *ijab* is more structured and transparent compared to traditional verbal contracts, the likelihood of *gharar* (uncertainty) is smaller (U. Islam et al., 2025).

The use of the "Checkout" button as a method of acceptance based on '*urf*' represents a second framework, where e-commerce platforms adopt the adaptability of the Hanbali and Hanafi schools that recognize '*urf*' as a valid form of contract. *Mu'athah* occurs when customers add items to their cart and click "Buy Now" or "Checkout." This "click" activity has become a global commercial habit (*urf al-tijari al-'alami*) that signifies a strong commitment to purchase and pay. It is an explicit, documented, and indisputable expression of willingness (*'an taradhin*) (U. Islam et al., 2025).

2. The Transaction Object or Goods Being Traded (Ma'qud 'Alaih)

The transaction object, or what is referred to as *ma'qud 'alaih*, must meet the following conditions: The transaction object must exist at the time the contract is executed, be transferable at that time or in the future, be a fully owned asset (*mutaqawwim* property) permitted under Islamic law, the transaction object must be clear, and it must be pure, not containing impurities and not being impure objects (Indrawati, 2021). Money is the medium of exchange commonly used for both online and offline purchases and sales. Using the provided payment code number, purchases or payments for online purchases can be made via bank transfer. The majority of online sellers also offer more product options.

The transaction object has several criteria as follows (Khasan & Tarlam, 2025);

1. An accurate and comprehensive product description, covering details of size, type, and attributes.
2. The goods must be legally owned or possessed by the seller.
3. At the time of the transaction, the goods must be available and legitimate.

To help customers make informed choices, most e-commerce platforms provide complete product descriptions. However, the transaction may involve an element of *gharar* (uncertainty), which is prohibited in Islamic law due to the potential for loss or injustice if the information provided is false or misleading (*tadlis*).

3. Price and Payment Methods

One of the factors in marketing strategy is price. The cost or purchase value of a product or service is known as price. Affordable prices, prices that match the quality of the goods, and price considerations that determine whether the price is comparable to or higher than competitors are three types of prices used in marketing strategies. When setting prices, it is important to consider how significant the price is to customers and how price changes

affect their purchasing decisions (Hamzah et al., 2019). Price is a key aspect people consider when choosing a food delivery app or platform (51%), although other factors such as discounts or promotions are also important (49%). This indicates that users generally do not ignore economic factors (Narasi, 2024) (Prasetyo & Vania, 2025).

Costs and Payment Methods The system often sets prices for online orders, including shipping fees and discounts. Transparent and unambiguous pricing is highly recommended under Islamic law. Because it operates as a recognized medium of exchange, digital payments including bank transfers, e-wallets, and debit cards are considered valid forms of payment (naqdan mu'tabaran) (Khasan & Tarlam, 2025). In online trading, commonly used daily payment methods include cash, checks, and credit cards, or even COD (Cash on Delivery) which has been developed for online transactions. The digitalization of data for electronic payment systems is a key distinction between conventional and traditional payment methods. The following are some alternative payment options (Marita, 2012);

1. Credit card payment is one of the most frequently used payment options. Every online credit card transaction is handled with the highest level of security to minimize the possibility of complaints. Datacash combines online services with software modules that function as a payment method to provide security assurance for credit card holders.
2. Electronic checks for online payments Paying with electronic checks is an additional option besides using a credit card. Electronic checks, often referred to as e-checks, are instruments that can be written and sent electronically for online use.
3. Payment with eCharge and telephone billing system By allowing internet users to pay for their purchases online to a local phone account, eCharge provides a different online payment option through the website www.echarge.com. Even items priced at \$1 will be processed if users use eCharge due to its low payment fees. The minimal cost of this method makes it a useful option for purchasing services for members, clients, and digital goods.

CONCLUSION

Analysis of the perspective of fiqh muamalah shows that a sales contract in modern economic transactions is essentially still valid and compliant with sharia as long as it meets the pillars and conditions of sale set by scholars. The development of digital technology does not eliminate the basic principles of fiqh, but rather provides a new medium for conducting transactions. Modern sales through marketplaces, e-commerce, and digital applications are still considered valid as long as they involve elements of consent, clarity of the contract, honesty, and fairness between the seller and buyer. The digital bidding system can now present clearer information compared to traditional transactions, thereby reducing concerns related to gharar, uncertainty of goods, or mu'athah contracts that were previously questioned. In addition, contemporary forms of transactions such as salam, istishna', and pre-orders can be applied in online sales as long as the payment mechanism, product specifications, and delivery schedule are clearly explained transparency.

Technological advancements have also brought changes in payment mechanisms, from cash to non-cash systems such as bank transfers, e-wallets, payment cards, and QR codes, all

of which are permissible as long as they do not involve usury, fraud, or elements that harm either party. Overall, the implementation of modern sales contracts can align with Islamic commercial jurisprudence (fiqh muamalah) as long as core principles such as consent, honesty (siddiq), trustworthiness (amanah), transparency, balance, and justice are maintained. Thus, Islam provides ample room for innovation in economic transactions, as long as the technology is used to facilitate economic activities without violating Sharia provisions. This study emphasizes that fiqh muamalah is adaptive and relevant in addressing the challenges of buying and selling in the digital era, making it a guideline for modern business practices that are ethical, secure, and have a devotional value.

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Contract ; Modern Transaction ; Supermarket PENDAHULUAN Dalam teori Ekonomi Islam khususnya dalam bidang transaksi tukar menukar barang atau jual beli , maka hal yang terpenting adalah ketika terjadi sebuah kesepakatan . Dalam kesepakatan antara kedua belah pihak maka diperluhkan kontrak dalam hal ini adalah akad . Kontrak atau akad menjadi penting karena dalam sebuah transaksi tidak akan sah apabila hilang dalam arti tidak ada bahkan rusak . Tidak hanya di dunia Islam saja yang mementingkan akad dalam sebuah transaksi , di dunia barat pun juga sangat menekankan keberadaan suatu akad dalam sebuah transaksi . Namun , dalam teori ekonomi Islam berbeda dalam memahami akad disini . Perbedaan tersebut terletak pada unsur pendukung dari akad tersebut . Dalam ekonomi Islam , akad tidak akan sah dan sempurna apabila tidak adanya rukun dan syarat akad , hal ini tidak dimiliki dalam ekonomi barat . Dalam teori ekonomi barat atau kapitalis hanya dikenal syarat nya saja akan tetapi tidak mengenai rukun sebagai ketentuan utama . Islam memberikan dasar yang pasti menyangkut hal tersebut . Telaah menyangkut masalah kontrak banyak di kaji oleh ulama-ulama fiqih klasik maupun modern . Seperti halnya Ibn Taimiyah , Ibn Khaldun , Imam Malik , Imam Abu Hanifah dan lain . 1 Pengertian akad dalam kamus besar Bahasa Indonesia , adalah : “ Janji ; perjanjian ; kontrak ; misal akad jual beli , akad nikah . Dan Akad juga bisa disebut dengan kontrak yang mempunyai makna : perjanjian , menyelenggarakan perjanjian (dagang , bekerja , dan lain s ebagainya) . Misal , kontrak antara penulis dan penerbit ” . Dalam kamus lengkap ekonomi ditetapkan bahwa : Contract (kontrak) merupakan : “ suatu perjanjian legal yang bisa dikerjakan antara dua pihak atau lebih . Suatu kontrak mencakup kewajiban untuk kontraktor yang bisa ditetapkan seteknik tertulis maupun lisan . Sebagai contoh , perusahaan memiliki perjanjian guna memasok produk ke perusahaan lain pada waktu tertentu dan dalam ukuran . 1(2), 106–121. <https://doi.org/10.21154/invest.v1i2.3482>

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