

Istihsan Concept in Multi Contract Online Transactions of Go-Food Services in The Go-Jek Application

Lusiana,¹ Muhammad Harun,² Fauziah,³ Muhammad Abdillah⁴

Fakultas Syariah dan Hukum UIN Raden Fatah Palembang

Email: lusiana_uin@radenfatah.ac.id

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Abstrack: *Technological developments are very influential on the lives of the world's people, one of which is used for business purposes or known as Electronic Commerce (E-Commerce). Several E-Commerce facilities such as online transportation, online payments, online shopping, are practical facilities that are in great demand by the public. As an online food delivery service known as Go-Food. Go-Food application transactions or food orders have several contracts (multi-contract). This research is a field research. The data collected is analyzed descriptively qualitatively, that is, describes as clearly as possible the related data, then concluded deductively, that is, draws conclusions from statements that are general to specific. So that understanding the research results can be easily understood and understood. Some of the contracts in Go-Food transactions are as follows: PT. Go-Jek and merchants. PT. Go-Jek with merchants is an ijarah agreement. Transactions between Pt. Go-Jek and Driver, a collaboration between Go-Jek and drivers and known as the cooperation system (Syirkah). Contract between the consumer and the driver, if the consumer makes a payment using his own go-pay system, the transaction that occurs between the two is buying and selling, but if it is in cash, then there is a wakalah contract, here it will also be a qardh contract because the consumer owes it to the driver. Contracts between drivers and merchants, there are buying and selling activities between drivers and merchants, buying and selling represented by the driver to the merchant, representative transactions like this in Islamic law are known as wakalah contracts. With the istihsan method, economic activities that provide convenience and good benefits without harm and injustice to mankind can be answered and proven by the istihsan method, so that sharia economic activities can always exist and can compete with conventional economics.*

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The Introduction

The development of technology is very influential on the life of the world community, one of its forms is the creation of the internet. The internet is widely used for business or trade purposes. The process of muamalah transactions via the internet is known as Electronic Commerce (E-Commerce).

Several E-Commerce facilities such as online transportation, online payments, online shopping, are practical facilities that are in great demand by the public. As is known, currently in Indonesia there are two online transportation companies that provide online-based services, namely Grab and Go-Jek (Famela & Wulandari, 2019:267). An online food delivery service known as Go-Food (Yunus, Fahmi & Gusti, 2018: 145-146). Go-Food is a food delivery service. The existence of the Go-Food application, which is fast and easy, makes many people make online transactions on this one, by opening the Go-Food application and then choosing a restaurant location, then choosing the food you want to order, the price will appear for each menu choice (PT. Go-Jek) (Pinem, 2020). The purchase of food at the restaurant will be paid in advance by the Go-Jek driver, then the cost of purchasing food along with motorcycle taxi transportation services from the restaurant to the consumer's house will be paid after the food is delivered by the Go-Jek driver. Basically the system and process of direct buying and selling activities with online transactions are not too different. In transactions there is such a thing as a sale and purchase contract, an online transaction contract is called an Electronic Contract, in which the agreement of the parties in the transaction is made through the Electronic system (Law Number 11 Year 2008). Transactions such as the use of the Go-Food application or food orders have multiple contracts in them. That is; PT. Go-Jek and merchants, Transactions between Pt. Go-Jek and Driver, Contract between consumer and driver, and Contract between driver and merchant (Xu et al., 2018).

This research is expected to be used as a reference for research, contribution or contribution to the development of knowledge in the field of Islamic Economic Law. As well as being a reference or consideration for practitioners and academics of Sharia Economic Law.

Research Methods

This research is a field research. The data collected is analyzed descriptively qualitatively, that is, describes as clearly as possible the data related to the issue of the concept of online transaction *istihsan* in multi-contracts, then concluded deductively, namely drawing conclusions from statements that are general in nature and concluded specifically (Suparmin, 2020) So that understanding the research results can be easily understood and understood.

Discussion and Results

The development of activities via digital is growing rapidly where we are met with the emergence of various digital applications that really help the movement of the community, this also creates new jobs in getting wages for

some people in fulfilling their daily needs (Pertiwi, 2016: 79). One application that is very well known and has many users that appeared around 2010 Go-Jek was present in Indonesia, currently Go-Jek has experienced rapid development into a technology company that provides various kinds of online services (GAUDEUL & KACZMAREK, 2019). With a vision that is to develop services in the form of applications that connect consumers with motorcycle taxi drivers directly without having to go to a motorcycle taxi base and provide convenience for people who need services in carrying out daily activities and the economic prosperity of motorcycle taxi drivers. And one of the missions of the Go-Jek application is to provide social impact through technology (<https://www.Go-Jek.com/about/>, 2021). With these online companies, of course, it really helps the community in carrying out economic activities, and of course the aspect of helping in this activity is very intertwined due to the work relationship between one party and another (Lasmiana, 2017:169).

The presence of the Go-Jek application has made it easier for the community, and can also improve social standards as well as increase a productive economy that can support the community's economy (Lasmiana, 2017: 168). In accordance with Go-Jek's mission, Go-Jek wants to provide social impact in the form of increasing social welfare for drivers and their families. Not only that, Go-Jek offers convenience, great benefits for its users. One of the most popular Go-Jek application services by the public is the Go-Food service (Oktaviani & Sanica, 2020). Where the consumer orders food or drinks according to the wishes that have been stated in the Go-Food service application to the Go-Jek or driver, and then the Go-Jek or the driver will buy the consumer's order to the merchant (food stall, restaurant or restaurant), and after the order is obtained, the driver immediately delivers the food or drink ordered by the consumer.

Transactions in the Go-Jek application with its Go-Food service, if we are careful and understand, especially if we pay attention to the contracts that occur in it, there is not only one contract that occurs. In determining the legal status of this business model, it is necessary to pay attention to the contracts it uses. Contracts used in today's business world, sometimes not only one contract is used but two or more contracts that are carried out simultaneously (Umar et al., 2020). Multi contract is a contract that occurs between two parties to carry out muamalah transactions by combining two or more contracts which results in the rights and obligations of each contract being an inseparable unit. In the view of Islamic law, the Go-Food service feature is a delivery order transaction that combines two or more contracts, called multi contracts.(Nur'aini & Muhammad Ngizzul, 2020)

From the process of the Go-Food service, it can be seen that there are several parties involved in the service, including; PT. Go-Jek itself as an online service company, drivers and merchants as partners in Go-Jek services, and consumers. In the pattern of this relationship can be seen in the cooperation transaction between PT. Go-Jek with Go-Food drivers and merchants, buying and selling transactions between consumers and merchants as well as service transactions between drivers and consumers (Salihin et al., 2021).

The contract transactions between the four parties are as follows:

- 1) PT. Go-Jek and merchants (restaurants, restaurants, food stalls, cafes and others).

Go-Food is an online shop service rental agreement transaction, meaning that here there is an agreement between a merchant or food owner for Go-Jek to use its services with the aim of making it easier for consumers to order or buy their products and of course also to develop the merchant's business. And then the merchant registers the restaurant or restaurant to PT. Go-Jek with predetermined requirements by Go-Jek, After registering as part of the Go-Food service, a restaurant or restaurant business along with the menu served will appear on the application page and the menu can also be ordered by consumers through the Go-Food application. For merchants who want to register as a culinary business partner on Go-Food, they can first download the Go-Biz application to register. Go-Biz is an application used by Go-FoodPartners to easily manage their restaurants on Go-Food services. By using Go-Biz, cashiers can activate/deactivate menu options, change restaurant opening hours on Go-Food, accept payments with Go-Pay, and so on. The steps for registering Go-Food partners are as follows (<https://www.cekaja.com/info/cara-List-usaha-kuliner-di-go-food-dan-grab-food>, 2021):

- a. Download the Go Biz application, select the Go-Food list, click open a new privately owned restaurant, select the city where you open the restaurant. Then continue.
- b. Enter the name of the business owner in the user field, then an active email and mobile number, click create account. An account confirmation code will be sent to the registered mobile number.
- c. Enter the name of the restaurant, then continue to select restaurant information such as street names. Set the location point of the restaurant accurately, use the help of google maps to find the closest location point. Select the owner's identity, enter the business owner's phone number, click upload and photo ID card.
- d. Enter the ID number in the column provided. Click the check mark in the NPWP column, click upload a photo of your NPWP card. Enter the number and name on the TIN. Click save.
- e. Select bank account information. Click the arrow in the bank name column and select the bank you are using. Enter the account number as well as the name of the account holder. Click verify if the account holder is different from the restaurant owner.
- f. Enter the owner's name according to the ID card and the name of the bank account holder. Click tick and upload power of attorney, click save. Select tax and other information,
- g. Enter the PBI tax rate info, service rates with a maximum of 10%. Click save. If all the data is complete, click continue. Click send business data. Registration is complete. You just need to wait for the data to be processed by Go-Jek.

The agreement between the merchant and Go-Jek agreed that there would be a profit sharing of 80% for restaurant or restaurant business owners and 20% for Go-Jek. And this 20% is given to Go-Jek as a rental from the application, this payment will automatically be divided through the Go Pay application. So it can be understood that this payment will be considered as wages given by merchants or business owners for Go-Jek's services and then also with this cooperation help businesses sell to their consumers.

From the description above we can understand that the form of the transaction between PT. Go-Jek and merchants are lease transactions or ijarah contracts. Ijarah agreement that occurs between Go-Jek drivers and Go-Food consumers. Namely the transfer of the right to use an item or service with the payment of wages or rent for services without being followed by the transfer of ownership of the goods. The form of transfer of usufructuary rights to services by the service provider, in this case the Go-Jek driver, is the purchase and delivery of food that has been ordered by the consumer and paid for by the consumer through the Go-Jek application with a Go-Pay balance or by buying services in advance with the driver's money. with a cash payment at the end of the transaction paid to the driver along with his wages or postage fees.

Ijarah is a contract for the transfer of usufructuary rights to goods or services within a certain time limit through payment of rental wages without being followed by the transfer of ownership rights to the goods (az Zuhaily, 1984: 734). Related to ijarah there are two kinds, namely ijarah to work and to utilization and here is ijarah to work or service rental because it is related to wages (Pertwi, 2016: 80). If there is a transaction between consumers and then it will be bought by Go-Jek, which is then called the driver, namely all risks that occur during the ordering and purchasing process are the responsibility of the consumer, because Go-Jek does not accept responsibility as long as it is not negligent.

يا رسول الله قد إستغَلَّ غلامي، فقال رسول الله صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ: الخراج بالضمنان.

The meaning of the hadith is that all expenses must be with responsibility. When looking at the implementation, consumers must be ready to accept the risk of what happens because Go-Jek is the representative of consumers to buy. In addition, Go-Jek must not exceed the limit in its implementation.

Ijarah in Islamic law is allowed based on the following arguments:

Meaning: "And if you want your child to be nursed by someone else, it is not a sin for you if you pay the proper amount. Fear Allah and know that Allah is All-Seer of what you do" (Q.S al-Baqarah: 233).

The interpretation of the verse is that if the mother and father of the baby agree that the problem of breastfeeding the baby is left to the father, sometimes because the mother's side is unable to breastfeed or sometimes there is an obstacle on the part of the baby, then there is no sin for both of them in the matter of giving up their baby. It is not mandatory for the father to accept the surrender if he has handed over to the mother the wages for breastfeeding the baby in a better way, then the baby is fed by another

woman with that fee. This definition is not foreign anymore. That is according to what the scholars have said, which is not just one person. Namely in all your circumstances (Al-Dimasqî, 1998)

Islam teaches to repay for the services we have enjoyed in the form of wages for those we have used for their services with appropriate wages. As for what is meant by wages are rewards given to workers in this case drivers after carrying out their obligations (Pertwi, 2016: 81). As in the theory of social justice efficiency (Junaidi, 2011: 197), namely economic activities that empower, provide welfare and prosperity for all (Antoni, 2018: 38). Likewise in Go-food service transactions, where consumers have used the services of Go-Jek drivers, consumers will provide delivery fees to Go-Jek drivers. This indicates that the transactions that occur between the PT. Go-Jek with Go-Food merchants and the transaction model between Go-Jek drivers and Go-Food consumers does not conflict with sharia principles.

Judging from the pillars of ijarah as follows:

- a. Aqid or the person who rents it is the Go-Jek driver and the one who rents is the consumer, as the user of the service who will then be given wages by the consumer to the driver from the food or beverage ordering process.
 - b. Sighat, there are ijab and qabul made during the ordering process on Go-Food services, namely when consumers have determined what food choices to order and which merchants are selected with estimated prices and delivery costs (pressing the message button). And then the driver also accepts the order by confirming the order to the consumer as a form of consent and qabul made by consumers and drivers online.
 - c. Ujrah or wages. That is money or wages given to drivers for food or beverage delivery services that have been ordered by consumers according to the distance and location of the delivery order.
 - d. Benefits, the form of driver service to buy and deliver consumer orders according to the Go-Food service application.
- 2) Transactions between Pt. Go-Jek and Driver

In this case PT. Go-Jek also cooperates with drivers because there is a mutual relationship between Go-Jek and drivers. Go-Jek and the driver have the status of working partners, so that the status is not between subordinates and superiors and both are not bound by working hours, and both have an agreement between PT. Go-Jek and Driver, namely the distribution of income, Go-Jek takes 20% and 80% is obtained by the driver, and the distribution of the proceeds will be automatically divided by the system from each order obtained by the driver.

In Islamic economics, the value of freedom is known, by looking at the collaboration between Go-Jek and drivers, where there is leeway for the drivers to manage their own income, with the online application they use, the driver can determine when he will start running the application, can target hours work, and the income earned is in accordance with the performance that the driver does (Akbar et al., n.d.). Go-Jek and drivers must follow the rules and the agreement that

the driver must not violate in the agreement contained when the driver joins PT. Go-Jek. Among them are using attributes while working, maintaining the good name of the company, carrying out orders properly by paying attention to the company's code of ethics, not making fictitious orders, and others. And regarding violations of the rules that have been agreed between the two of them will be given a suspension sanction based on the budget made by the driver.

From the description above, it can be understood that between Go-Jek and drivers there is also a cooperation agreement and profit sharing agreement, and Go-Jek also provides rewards or bonuses to drivers if they do their job well. Cooperation to achieve business goals that are being carried out in order to achieve mutual benefits partnerships that give rise to rights and obligations between the parties involved in it (Popper, 2007). The form of cooperation in Islamic economics is known as *syirkah*, namely the incorporation of assets to be used as business capital and the result in the form of profits that will be divided according to the agreement and losses are also divided proportionally (Sabiq, 1993). Where is PT. Go-Jek, which owns the application and then the driver, who is the user of the application, then from this collaboration they work together and then the profits are also shared. If the driver gets an order automatically, Go-Jek as the owner of the application gets results, but if the driver doesn't get the order, Go-Jek doesn't get any results, so it can be seen that there is capital and effort from each party.

Musyarakah contract is a form of contract or cooperation agreement between two or more parties for a particular business in which each party contributes funds or charity with the agreement that the profits and risks will be shared in accordance with the agreement. And the cooperation agreement between PT. Go-Jek and drivers are included in *syirkah al Inan*, namely cooperation between two or more people in capital and doing a business together by dividing the profit or loss according to the amount of each capital (Mardani, 2015, 218).

3) Contract between consumer and Driver

This happens if the consumer presses a message on the Go-Food service application, the Go-Jek application will search for the location of the nearest driver to receive the order. After the driver confirms the price and delivery fee, if the driver agrees to purchase the order and presses the button to accept the order, then there will be four transactions at once, namely, the consumer, PT. Go-Jek, Go-Jek merchants and drivers.

In Go-Food service transactions, the Go-Food service between consumers and drivers is basically a sale and purchase that occurs between consumers and merchants but is represented by Go-Jek and then the order system is executed or carried out by drivers who are tasked with buying and delivering orders. consumer. According to Sayyid Sabiq in his book, buying and selling is exchanging with other assets based on consensual (Prihatiningsih et al., 2020). First, if it's in cash, it means that here both parties between consumers and drivers

have agreed on a buying and selling transaction where the payment is represented first by the driver in other words being a representative of the consumer in buying food. Second, if the payment is using the Gopay service, the payment is not represented here, because when the consumer clicks the message button, the driver already gets Gopay, which is a payment by the consumer who wants to buy food.

When consumers order Go-Food who are also buyers of food or drinks, consumers also become users of the Go-Jek Company's services, namely food delivery services that will be paid as delivery fees or wages for ordering from the Go-Foodb service earlier. With this activity, it will automatically help consumers to fulfill their daily needs, namely practically they can get the goods they need easily. So, regarding benefits, there are maslahahs that arise, namely realizing benefits, goodness and pleasure for fulfilling human needs and then avoiding humans from damage and evil (Popper, 2007).

The contract model that occurs in Go-Food services between Go-Food consumers and Go-Jek drivers where the basic transaction is buying and selling that occurs between consumers and merchants but is represented by PT. Go-Jek for ordering this is done through the Go-Jek application (Salihin et al., 2021). After the system receives a consumer order, then the order will be represented back to the Go-Jek driver who is in charge of buying and delivering consumer orders. When the consumer gets confirmation from the driver in the form of a chat or phone call, the consumer must re-assure that the selling price and the cost of ordering Go-Food have been mutually agreed upon so that the ordering transaction will continue to the purchase and delivery stage (Atkinson et al., 2021).

If the consumer makes a payment system using his go-pay, then the transaction that occurs is buying and selling goods between consumers and merchants or business owners as well as using services between consumers and Go-Jek drivers. Transactions carried out are not followed by accounts payable transactions because when the consumer presses the message button, at that time the funds on the consumer's Go Pay will be reduced by the total order along with the delivery fee and enter the driver's Go Pay.

However, if the consumer chooses cash payment, when he presses the message button and the order has been confirmed by the driver, it means that both parties have agreed on a sale and purchase transaction with the initial payment being represented by the driver in other words the driver becomes the representative of the consumer in buying food to the merchant. Go-Food. In this process, the driver acts as a representative of Go-Jek (representative) and at the same time as the party that will bail out Go-Jek and Go-Jek as the party who is represented and will be bailed out. And once the driver spends money to bail out Go-Jek, and the driver wants to collect the bailout funds, then a debt contract occurs between the driver and Go-Jek (muqtaridh) the amount of money paid by the driver to buy food or drinks ordered by the party consumer.

So it can be understood that there is a sale and purchase contract that occurs between consumers and business owners or merchants. And there is also a wakalah contract that occurs between the consumer and the driver where the driver replaces the consumer to carry out direct buying and selling transactions with the merchant. As for wakalah is Jazairi's opinion, wakalah is a request for representatives by someone to someone who can replace him in the things that are allowed in it (Nawawi, 2007: 211) And the qardh contract can be seen whether the payment made by the consumer is in cash or non-cash or with the existing Go Pay application or one of the payment systems in the Go-Jek application. And what is meant by qardh is that according to Syafi'i Antonio, qardh is the giving of assets to others that can be collected or requested back or in other words lend without expecting anything in return (Antonio, 2001: 131).

4) Contract between driver and merchant

This happens when the consumer has ordered the menu of his choice, the driver goes to the merchant's place to buy consumer orders. The driver will also pay according to the payment method made by the consumer, if the restaurant has collaborated with Go-Jek then it can be paid using the Gopay service but if you haven't eaten in cash.

Then the sale and purchase contract that occurs in Go-Food transactions between consumers and drivers, buying and selling represented by the driver to the merchant, representative transactions like this in Islamic law are known as wakalah contracts, in this activity between consumers, drivers and merchants, where the driver represents the consumer buying consumer needs to the merchant pikah called wakalah bil ujah.

Islam clearly regulates representation or delegation, because this activity is very much needed by the people. Not all humans are able and have the opportunity to complete all their own affairs, at one time humans sometimes delegate their work to others to represent them in doing the work. In Go-food online services, Go-Jek drivers act as representatives who will carry out tasks in the form of buying and delivering to Go-food consumers, the Firm of Allah:

Meaning: And thus We awakened them so that they may ask one another among themselves. said one of them: how long have you been (here?)". They replied: "We are (here) a day or half a day." said (another one): "Your Lord knows best how long you have been (here). Then send one of you to go to the city with this silver of yours, and let him see which food is better, so let him bring the food for you, and let him be gentle and never tell your no one (Q.S. al-Kahf: 19).

The Concept of Istihsan in Multi-Contract Online Transactions on Go-Food Services

Advances in science and technology, as already mentioned, have given rise to new developments in all areas of life, including in the field of Islamic law. Thus, new developments are a corollary of the development of science and technology which has an honorable place in Islam. Along with that, so that

Islamic law is able to respond to new developments that arise in the technological society, then these new developments must also be taken into account in determining the law.

There are several definitions that Istihsan is Istihsan, namely stihsan is to put aside a qiyas and use a stronger one, because there is a proposition that requires and is more suitable for realizing the benefit of mankind (Al-Sarakhsi, 2002: 200). Another understanding states that istihsan is that istihsan is the movement of mujtahids from clear qiyas rules to vague (hidden) qiyas provisions, or from kullyy (general) provisions to specific legal provisions, because in the view of mujtahids there are stronger arguments (reasons) that requires the intended transfer (Khalaf, 2008, 79).

From this it can be understood that actually istihsan has a connection with the application and implementation of the provisions of the Shari'a whose texts are clear, whether taken from the texts directly, ijma', or qiyas. However, this clear Shari'a stipulation cannot be changed and is simply applied when dealing with a problem that requires realizing the benefit of the people.

So, istihsan basically overrides clear general provisions to move to a new, more specific provision with reasons and objectives to realize a benefit. That is, a more specific problem should be covered by a clear provision, but it is impossible to apply, so there must be a breakthrough with a special provision as an exception to a general or clear provision (Noorwahidah, 2017).

In today's era, the transaction model has increased and developed. Transaction models that are trending and are starting to be in demand include the online transaction model. In online transactions, the provision of an application for goods requests by the seller on the website is an agreement and filling out and sending applications that have been filled in by the buyer is qabul.

One of the online transactions that is often used by consumers is transactions using the Go-Jek application with the type of Go-Food service. By having a vision, namely to develop services in the form of applications that connect consumers with motorcycle taxi drivers directly without having to go to the motorcycle taxi base and provide convenience for people who need services in carrying out daily activities and the economic prosperity of motorcycle taxi drivers.

It can be seen in the transaction process that the Go-Food service is a service transaction for buying and selling food or beverages, where the consumer orders food or drinks as stated on the Go-Food menu list to Go-Jek, then Go-Jek buys consumer orders to Go-Jek. merchants (restaurants, restaurants) with intermediary drivers/operators. After the order is received, the driver immediately delivers food or drinks to consumers.

There are several steps that we can take so that online transactions are allowed, halal, and legal according to Islamic law (Salim, 2017: 384):

1. Halal Products. The obligation to maintain the law of halal and haram in the object of commerce remains in effect, including in online commerce, considering that Islam forbids the trading of goods or services that are haram.

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2. Clarity of Status. Among the important points that you should pay attention to in any business is the clarity of your status. Whether as the owner, or at least as a representative of the owner of the goods, so that he is authorized to sell the goods. Or do you only offer goods procurement services, and for this service you require a certain fee. Or just a trader who does not have the goods but can bring in the goods you offer.
 3. Price Match With Quality Of Goods. In buying and selling online, we often encounter many buyers feeling disappointed after seeing the goods that have been purchased online.
 4. Honesty. Doing business online, although it has many advantages and conveniences, is not without problems. Various problems can arise in an online business. Especially problems related to the level of trust from both parties. Doing business through online one side can provide convenience and benefit for the community. However, if these conveniences and advantages are not accompanied by strict cultural and legal ethics, they will easily get caught up in deceit, cheating and tyrannizing each other.

This is where Islam aims to protect humanity at all times so that there are legal rules of buying and selling in Islam that are in accordance with the provisions of the Shari'ah so as not to be trapped by greed and injustice that is rampant. Business transactions via online if in accordance with the rules mentioned above will bring progress to society and the country.

As already mentioned, the original law of mu'amalah is al-ibaahah (permissible) as long as there is no evidence forbidding it. However, that does not mean there are no signs that regulate it. Online transactions are allowed according to Islam as long as they do not contain elements that can damage them such as usury, tyranny, fraud, cheating and the like and fulfill the pillars and conditions in buying and selling. Online transactions are permissible according to Islam based on the principles that exist in trading according to Islam.

The practice of online transactions via Go-Food can be done through several processes. That is, consumers order certain foods with Go-Food services on the Go-Jek application on smartphones. After the consumer chooses the desired food, the message will be continued by the company and will be forwarded to the Go-Jek driver closest to the food stalls, restaurants (merchants) ordered. Next, the Go-Jek driver received the order, then rushed to buy it at the shop according to consumer demand. Go-Jek drivers bail or lend consumers first to buy customer orders. Go-Jek drivers deliver these orders to consumers. Consumers will pay fees food and shipping costs as money for food and shipping costs for Go-Jek driver services (in cash or with the Go Pay application found on the Go-Jek application).

From the process of the Go-Food service, it can be seen that there are several parties involved in the service, including; PT. Go-Jek itself as an online service company, drivers and merchants as partners in Go-Jek services, and consumers. If we are careful and understand, especially if we pay attention to the contract that occurs in it, there is not only one contract that occurs. In determining the legal status of this business model, it is necessary to pay attention to the contracts it uses. Contracts used in today's business world, sometimes not only one contract is used but two or more

contracts that are carried out simultaneously. Multi contract is a contract that occurs between two parties to carry out muamalah transactions by combining two or more contracts which results in the rights and obligations of each contract being an inseparable unit.

The contract that occurs in this Go-Food service is not a combination but a gradual contract. And then the contract that occurs in the Go-Jek application is very useful in benefiting all parties involved, both from merchants or business owners, drivers and the company itself. As among the principles of sharia economics, namely the existence of goodness, honesty, maslahah, and not causing mafsadat (damage). The Go-Food application is very helpful and serves the community so that they don't have to bother looking for the desired item or food. Save time and energy used. Because in fact, because it is in accordance with the rule "The original law in muamalah matters is permissible, unless there is a proof that forbids it".

Istihsan as one of several legal istimbath methods developed by Imam Hanafi which carries a mission to realize the elements of goodness, honesty, willingness, and bring maslahah certainly has great urgency and opportunity in order to develop economic activities, especially sharia economics to be able to respond to the development of economic behavior. With the istihsan method, economic activities that provide convenience and good benefits without harm and injustice to mankind can be answered and proven by the istihsan method, so that sharia economic activities can always exist and can compete with conventional economics (Hasan, 2018).

Conclusion

In accordance with the rule "The original law in muamalah affairs is permissible, unless there is evidence that forbids it". Transactions in the Go-Jek application with Go-Food services, the contract that occurs in it is not only one contract that occurs. In the view of Islamic law, the Go-Food service feature is a delivery order transaction that combines two or more contracts, called multi contracts.

- 1) PT. Go-Jek and merchants. PT. Go-Jek and merchants are lease transactions or ijarah contracts.
- 2) Transactions between Pt. Go-Jek and Driver, between Go-Jek and the driver and is known as the cooperation system (Syirkah).
- 3) Contract between consumers and drivers. If the consumer makes a payment system using his go-pay, then the transaction that occurs is a sale and purchase, but if it is in cash, then there is a wakalah contract and it will become a qardh contract.
- 4) Contract between driver and merchant. There are also buying and selling transactions between drivers and merchants. The sale and purchase is represented by the driver to the merchant, a transaction representative like this in Islamic law is known as a wakalah contract.

Istihsan as one of several legal istimbath methods that carry a mission to realize the elements of goodness, honesty, willingness, and bring maslahah certainly has great urgency and opportunity in order to develop economic activities, especially sharia economics. With the istihsan method, economic activities that provide convenience and good benefits without harm and

injustice to mankind can be answered and proven by the istihsan method, so that sharia economic activities can always exist and can compete with conventional economics.

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