

## **SHARIAH ANALYSIS oF E-COMMERCE TRANSACTIONS FROM THE PERSPECTIVE oF ISLAMIC ECONOMICS**

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### ***Abstract (English)***

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***Background:*** Technological developments have had an impact on changes in daily living habits, people who used to shop at traditional markets are now switching to e-commerce because they are considered more effective, efficient and also cheaper. The impact of technological developments extends to Indonesia. This is marked by the proliferation of e-commerce businesses.

***Objective:*** The aim is to find out the security and shariah of e-commerce transactions in the perspective of Islamic economics. Therefore, researchers are interested in conducting research with the title "Analysis of the Security and Sharia of E-Commerce Transactions in the Islamic Economic Perspective".

***Methods:*** Qualitative research method is a research method based on the philosophy of postpositivism, used to examine the condition of natural objects, (as opposed to experiments) where the researcher is the key instrument, data collection techniques are carried out by triangulation (combined), data analysis is inductive/qualitative, and the results of qualitative research emphasize the meaning of generalization (Sugiyono, 2014).

***Results:*** The results of the study show that sharia e-commerce transactions in a sharia economic perspective are the same as buying and selling transactions, which are required to have at least 4 things that must be fulfilled; namely the buyer, the seller, the medium of exchange (money), and the

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*goods being traded or the object of the transaction.*

**Conclusion:** *Technological developments have had an impact on changes in daily living habits, people who used to shop at traditional markets are now switching to e-commerce because they are considered more effective, efficient and also cheaper. The impact of technological developments extends to Indonesia. This is marked by the proliferation of e-commerce businesses.*

**Keywords:** *Security, Sharia, E-Commerce, Sharia Economy*

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## INTRODUCTION

Technological developments have brought about changes in daily living habits, people who used to shop at traditional markets are now switching to e-commerce because they are considered more effective, efficient and also cheaper. The impact of technological developments extends to Indonesia. This is marked by the proliferation of e-commerce businesses. E-commerce has revolutionized the behavior of sellers and consumers in transactions, starting from offering goods, marketing to transacting. Everything is done without time and distance limits and is done without the need to meet face to face. Especially now that many e-commerce websites have been offered, not only paid websites but many are non-premium (free) so that there is no reason for business actors not to participate in doing business through e-commerce media (Saadah, 2018).

The online shopping system through e-commerce makes consumers have more references for shopping places by utilizing the internet network. The number of references for online shopping places can be simplified based on the needs and abilities of consumers so that they can accommodate the most profitable online shopping activities. Thus, consumers must be able to determine the location of an online shopping store which is relatively closer to the location of their residence so that shipping costs will not be too large or even exceed the price of the product purchased (Rido, Lestariningsih, Hardi, Purchase, & Di, 2021). In Indonesia, e-commerce has existed since the 2000s. However, in 2014 the use of e-commerce has only become popular with the public. It is proven by the many start-up companies in Indonesia, such as Tokopedia, Bukalapak, Blibli, Shopee, and many

more. The rapid development of E-commerce is influenced by several factors that cause individuals to shop online on E-commerce sites including, low costs, quality of goods, trustworthiness, various transaction facilities, and many other factors based on diverse individual needs. (Permana, Reyhan, Rafli, & Aini, 2021).

However, the presence and convenience provided by e-commerce gives rise to concerns for the Muslim community as users regarding security and Islamic law. Islam as a universal religion that is timeless to regulate faith, sharia and morals comprehensively, is present as a guide for every Muslim to carry out e-commerce business transactions. Because one of the important aspects related to human relations is the economy (Arwani, 2012). Based on the background of these problems, it is important that this research is carried out with the aim of knowing the security and shariah of e-commerce transactions in the perspective of Islamic economics. Therefore, researchers are interested in conducting research with the title "Analysis of the Security and Sharia of E-Commerce Transactions in the Islamic Economic Perspective".

## **RESEARCH METHODS**

This study used qualitative research methods. Qualitative research method is a research method based on the philosophy of postpositivism, used to examine the condition of natural objects, (as opposed to experiments) where the researcher is the key instrument, data collection techniques are carried out by triangulation (combined), data analysis is inductive/qualitative, and the results of qualitative research emphasize the meaning of generalization (Sugiyono, 2014). While the data collection is done by exploring journals, books and other information relevant to the study. Activities in qualitative data analysis in this study were carried out by relying on an interactive model (Miles, 1984) which was carried out through data reduction, data display, and conclusion drawing/verification.

## **RESULTS AND DISCUSSION**

Sharia is the word Shari'ah derived from the word Syara'a. This word according to ar-Razi in his book Mukhtar-us Shihab can mean nahaja (to go), awdhaha (explain) and bayyan-al masalik (show the way). Allah's laws and provisions are called Shari'a because they have similarities with the source of drinking water which is the source of life for living things. That's why according to ibn-ul Manzhur Shari'a means the same as religion. What is meant by Shari'a or written with Shari'ah literally is the road to the source (spring) of water, namely the straight path that must be followed by every Muslim, Shari'a is the Muslim way of life, the stipulations of Allah and the provisions of His Messenger, both in the form of prohibitions and in the form of orders, including all aspects of life and human life (Mohammad Daud Ali, 2011). In terms of legal knowledge, Shari'ah is the basic legal norm established by Allah, which must be followed by Muslims

based on faith related to morals, both in their relationship with Allah and with fellow humans and objects in society. This basic legal norm is explained and or further detailed by the Prophet Muhammad as His Messenger. Therefore, Shari'ah is contained in the Qur'an and in the books of Hadith (Nurhayati, 2018).

Transactions are exchanges of goods and services between (both individuals, companies and other organizations) other events that have an economic influence on business (Astuti, R., & Febriaty, 2017). Transactions in E-commerce are different from direct transactions. In Islam, every effort must be made according to the applicable legal provisions so that no group or party is harmed. For this reason, business or business activities must not deviate from Islamic law or general provisions that apply in a country. Every effort that harms someone or violates the law will be subject to sanctions, while in Islam the transaction is considered void (illegitimate) (Hasan Ali, 2009). Etymologically buying and selling are al-Bai, al-Tijarah and al-Mub which have the meaning of replacing, selling and exchanging something for something else. al-Bai in Arabic for the opposite, namely ash-syira (buy). Thus, al-Bai is interpreted as buying, but at the same time it can also be interpreted as selling. The evidence for buying and selling al-salam can be found in the words of the Prophet Muhammad, as narrated by Bukhari and Muslim from Ibn Abbas:

من أسلف في شيء قليل معلوم ووزن معلوم إلى أجل معلوم

It means:

Whoever carries out the sale and purchase of salam, should do so with clear measurements and scales, up to a certain time limit. Although the object of the salam transaction referred to in the hadith is an agricultural issue according to the conditions that existed at the time, at present it is certainly not enough to just be an agricultural problem. This means that it can be developed in other aspects and forms of transaction objects. With the explanation of the sale and purchase of al-salam above, it can be concluded that in principle the form of buying and selling transactions between al-salam and e-commerce is the same, namely both in the form of orders whose delivery of goods is suspended, while the payment is the same. same cash. Although in al-salam the payment was conventional, namely in the form of cash, in accordance with the conditions of civilization that existed at that time, while "cash" in the payment system in e-commerce using e-mail media and credit cards (credit cards). online (Muhammad, 2020).

Broadly speaking, between e-commerce and bai 'as-salam have very basic similarities and differences. Based on the description above, there are at least some things that researchers can formulate related to this; Both bai 'as-salam and e-commerce are both buying and selling activities. So, like buying and selling transactions, there are at least 4 things that must be fulfilled; namely the buyer, the seller, the medium of exchange (money), and the goods being traded or the object

of the transaction. However, in e-commerce and bai' as-salam transactions, the object of the transaction is postponed even though there has been a sale and purchase agreement between the seller and the buyer (Muttaqin, 2011).

To find out the suitability of e-commerce transactions with the validity of the contract in an Islamic perspective, there are several things that need to be reviewed further in this regard. In the pillars of the contract, it is explained that a contract will be valid if the subject, goods, and sighat meet several conditions (Zuhaili, 2011). Conditions for the subject conducting the transaction In Islam, there are two conditions for the person conducting the transaction, namely: The person is a reasonable person. and mumayiz, so that people who are crazy and small children are not valid for the contract. People who carry out transactions themselves without coercion, then a contract with intermediaries or representatives on both parties is invalid, except for parents or judges. In e-commerce, all parties do not meet physically but through the internet so that the parties do not know how the other party's physical condition is. Therefore, if the party conducting e-commerce is an adult, able to act alone, then the transaction is considered valid.

Conditions relating to the object of the transaction The scholars have agreed that there are several conditions that must be met by the object of the contract, namely: The goods must be available at the time of the contract, except for the salam contract. Goods that are transacted in e-commerce basically already exist (ready to ship) or are ordered. So, the understanding in this transaction is prioritized in the form of the appearance of the object on the internet screen so that the goods being traded are clearly described. If the goods agreed upon are in accordance with the information, then the sale and purchase is valid. However, if it turns out to be different, then the party who does not witness may choose to accept or not by using the 'khiyar' right (Dewi, 2013). The goods traded are valuables. The object of the contract must have clarity and be known by both parties. So if the goods or prices are not known, the sale and purchase is not valid because it may contain elements of fraud. The goods are private property rights, so it is not valid if the goods being traded are general goods such as river water and meadows. The goods are the full property of the seller, or the seller is permitted by the owner to sell the goods, such as a representative or trustee. The goods must be able to be handed over, then the sale and purchase of goods that cannot be handed over such as ghashab goods and birds in the air are considered invalid.

In contrast to direct transactions where goods can always be handed over, in E-Commerce transactions with a wide network, there are several objects such as software, music, videos, and business information that are virtual, and cannot be handed over in real terms, because technically, data it just moves from one database to another. Therefore, the understanding of the handover concept in E-Commerce needs to be expanded, not only in a physical sense (Dewi, 2013). A

clear description of the characteristics of the goods to the buyer, either through direct witnessing or by describing in detail the nature of the goods being traded, can be used in a *syara'* way. These items are not prohibited items. The object of the contract that is justified by sharia is not only halal, but must also be useful. Regarding the halal conditions, the object that is transacted in the online contract consists of the size of the halal or haram the goods will cause poisoning. In addition, transactions through online contracts are not only carried out nationally, but also internationally. Therefore, it is natural for there to be differences in perception regarding the halalness of an item being traded.

About Shighat (Ijab Qabul) E-commerce trading transactions meet the first requirement, because the *ijab qabul* is carried out in writing sent via electronic data exchange that can be clearly understood by both parties conducting the transaction. From this description, it is clear that furthermore, the scholars are of the opinion that consent and *qabul* can be carried out verbally, in writing / correspondence, or signals that give a clear understanding of the existence of consent and *qabul*, and can also be in the form of actions that have become a habit in consent. and *qabul*. Buying and selling transactions in writing are legal and entitled to the *khiyar assembly* as long as they are still in one assembly (Haris Faulidi Asnawi, 2004). However, with all the clarity and detailed description provided in the offer through the sites and providers, the contract is considered valid. Buyers also have the right to return goods that have been purchased if they do not match the description listed on the site (Dewi, 2013).

## **CONCLUSION**

Technological developments have brought about changes in daily living habits, people who used to shop at traditional markets are now switching to e-commerce because they are considered more effective, efficient and also cheaper. The impact of technological developments extends to Indonesia. This is marked by the proliferation of e-commerce businesses. In Islam, every effort must be made according to the applicable legal provisions so that no group or party is harmed. For this reason, business or business activities must not deviate from Islamic law or general provisions that apply in a country. Every effort that harms someone or violates the law will be subject to sanctions, while in Islam the transaction is considered void (illegitimate). The results of the study show that sharia e-commerce transactions in a sharia economic perspective are the same as buying and selling transactions, it is required that there are at least 4 things that must be fulfilled; namely the buyer, the seller, the medium of exchange (money), and the goods being traded or the object of the transaction.

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