

CONTEXTUALIZATION OF THE CONCEPT OF 'ANTARADLIN' AS A LEGAL GUARANTEE OF ON-LINE BUYING AND SELLING TRANSACTIONS

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ABSTRACT

'Between the meaning of voluntary being an important part of the practice of buying and selling, practically there must be a marker that proves that both parties are equally willing in a transaction the marker is called a contract in the form of a certain shigat. Thus, the interadlin principle, is really rated abash. Over time that is always developing, buying and selling online becomes a solution that greatly facilitates the practice of buying and selling, on the other hand online media is also the culprit of fraud. Therefore, in the current context, the principle between adlin and its provisions must be contextualized with the current era. So with a rule that reads "the origin of muamalah is mubah" then the transformation of the principle of voluntary can be developed in accordance with the present. Voluntary conclusions in the principle of buying and selling transactions in online buying and selling practices are; 1) the seller must openly and honestly state the real goods to be traded, 2) the buyer must be in detail the real goods that have been described before buying, 3) both parties are equally ready to use bang Together to bind the truth of the transaction.

Keywords: 'antaradlin, contextualize, online

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INTRODUCTION

The principle of 'antaradlin' is a very important principle in a transaction, in the sense of 'antaradlin' means *mutual consent or agreement*). This principle is an important concern because then a transaction can be said to be legitimate. In terms of Allah Almighty has affirmed in His word (Q.S. al-Nisa': 29)

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَن تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مَّنْكُمْ وَلَا تَعْنَتُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَّحِيمًا

Meaning: O believers, do not eat one another's property in a foolish way, except by the way of consensual commerce among you. And slay not yourselves; verily Allah is merciful to you (al-Nisa': 29)

The Khitab (object of the verse) in the above word of Allah is all believers, while the essence of the word is related to the prohibition of eating an income from a vanity method, or income obtained from a contract that is not in accordance with the standards of the Shari'ah (Mahmood, 2006). As it is understood, the descent of religion is for the realization of a life of benefit (Wirzba, 2003). Everyone gets protection, so there is no single harmful life practice that is legal from a religious perspective.

Not a few descriptions in religious passages affirm that religion is a guideline deliberately handed down by Allah Almighty to all mankind for the realization of an ideal life. So there is nothing that is not included in religious khithab, because the main goal is the realization of the common good.

Nawawi al-Bantani (d. 1316 AH), in the context of the importance of referring to and realizing the guidelines that have been brought by the Holy Prophet(saw) affirmed:

وَمَا أَرْسَلْنَاكَ يَا أَنْبِيَاءَنَا إِلَّا لِرَحْمَةٍ لِّلْعَالَمِينَ أَنِّي لَا لِأَجْلٍ رَحْمَتِنَا لِلْعَالَمِينَ فَاطَّبِعْنَاهُ فِي الدِّينِ وَالدُّنْيَا

"And We did not send you, O creature best, bringing with him the teachings of his Shari'ah, except as a mercy to the universe, that is, to be Our mercy to the universe as a whole for this religion and the life of the world." (Muhammad bin 'Umar Nawawi, 1417)

In the context of *mu'amalah* there are two people who transact (*mutasharrifain*), especially in the context of exchanging property rights. So in this context all parties must equally have a commitment to mutually accept each other for those who are denied property rights. Of course, in this case, both parties both understand each item, and there is an open must.

Religion is present in the context of safeguarding each person who is transacting as a form of control over deviant practices that harm one party, because with this rule, both parties feel mutually advantaged rather than disadvantaged.

Ibn al-Qayyim states:

فإن الشريعة مبنها وأسسها على الحكم ومصالح العباد في المعاش والمعاد ، وهي عدل كلها ورحمة كلها وصالح كلها وحكمة كلها ، فكل مسألة خرجت عن العدل إلى الجور وعن الرحمة إلى ضدها وعن المصلحة إلى المفسدة وعن الحكمة إلى العبث فليس من الشريعة.

Indeed, the basic purpose of the derivation of religion is for the realization of policies and mutual benefits in human life, both in the context of world life and especially in the hereafter. Overall, the norms in religion are just, maslahah and wise. The variety of problems that are otherwise Potential rules that lead to damage such as injustice, hatred, and others, are not included in religious teachings (Ibn al-Qayyim, 1973).

In realizing the benefits of the practice of *mua'amalah*, there are provisions for the legal conditions of sale and purchase that must be carried out, including the *contract of ijab* and *qabul* that must be carried out by *muta'qidain*, equally willingly between the two, the buyer is willing to accept the goods he has bought. Instead, the seller is willing to release the goods he has sold. However, willingness for both parties is an *abstract* activity, hidden in the heart, so that both parties cannot know about it. Therefore, raising signs (*qarinah*) that indicate a willingness for a transaction is a necessity. Therefore, in the Shafi'iyyah school, *ijab* and *qabul* are used as prerequisites for the validity of transactions between both parties, so that both can know that the transfer of rights in the practice of buying and selling is in accordance with the wishes of both.

Along with the times, the application of mutual willingness in a practice as evidenced by *talafudz*, is now not increasingly rare and even almost does not apply to each region on mother earth, not only the concept of *talafudz* has been neglected, even with the sophistication of machines and transaction technology no longer using human labor, but already using servant robots that have all been programmed.

METHOD

This research uses the Literature Review research method, this method aims to compile a framework of thinking about the research topic and find information relevant to the research topic to be studied. Data used in research with the literature review method can be in the form of literature sources taken from various sources such as journals, books, articles, documents, or related data available in trusted databases or websites. The data can be qualitative data or quantitative data, such as numbers, statistics, tables, graphs, or diagrams related to the research topic. In addition, the data used in a literature review can also be in the form of notes, opinions, or conclusions that have been drawn by researchers or other authors related to the research topic.

RESULTS AND DISCUSSION

Meaning of 'Antaradlin'

Linguistically the word '*An taradhin*' consists of two syllables; '*an*' and '*taradhin*'. '*an*' is the letter *jer* while *taradlin* is a derivation of *taradhaya*, *yataradhayu*, *taradhiyan* with the meaning of mutual willingness (Ibrahim Anis, 1972), the two words that are incorporated further mean based on the principle of mutual willingness. The voluntary determination of each party that is abstract must be represented by the existence of *shigat ijab* and *qabul*, because then a contract is considered (Rohi Baalbaki, 1997) *shah*.

In this context al-Shafi'i asserts:

"الإيجاب والقبول اعتبرا للدلالة على الرضا الباطن ولا تكفي المعطاة"

Offer and acceptance are considered to indicate subconscious consent, and giving alone is not enough

Handover of ownership rights in a transaction requires concrete guarantees with clear words, because a transaction is considered *abash* provided that both parties are equally suitable and equally willing to transfer ownership. The willingness of each party without *talaffudz* cannot be considered valid, because voluntariness is abstract work of the heart, while the space for jurisprudence is the practice of visible work. Therefore, a valid contract is clearly pronounced by both parties.

وإنما احتج في البيع إلى الصيغة لأنها منوط بالرضا... والرضا أمر خفي لا يُطلع عليه، فأنطيت الحكم بسبب ظاهر وهو الصيغة، فلا ينعقد بالمعطاة إذ الفعل لا يدل بوضعه، فالمقبوض بها كالمقبوض ببيع فاسد، فيطالب كل صاحبه بما دفع إليه إن بقي، وببدلته إن تلف

The practice of buying and selling requires *sighat* or clear words because a willing transaction is to follow the *shigat*. Whereas *ridla* is a hidden thing that is not visible, so the judgment is entrusted to the visible cause, namely *ijab*, so that it does not end with giving, as the Deed does not indicate its status, then the one who receives it as receiving the sale is wrong, then every owner demands what is paid to him if he stays and replace it if it is damaged.

Imam Malik ibn Anas, Abu Haneefah, and also Abu Yusuf affirmed, that basically the meaning of "*'antaraqin minkum'*" is mutual pleasure in buying and selling, lies in the contract

in the transaction, in this context the seller hands over the goods to be transferred ownership, while the buyer pays money in lieu of the goods he wants to take, whether there is khiyar or not after or still in the transaction. Because, buying and selling transactions occur with shigat that arises from speech (Ibnu Kasir, n.d.)

In Islam, every buying and selling transaction is considered valid based on the principle of voluntary on both parties (seller and buyer). Transactions are considered invalid if both parties are not equally willing, because pleasure is the main principle in buying and selling transactions. Therefore, the transaction is only valid if it is based on the pleasure of both parties. A rule of fiqhiyah states "The original law in a transaction is the pleasure of both contracting parties, the result is the validity of the proposed". In order for there to be conformity in the wishes of all parties, the legal bargaining may be, under certain conditions. As a consequence of the realization of a pleasure in a transaction (Djazuli, 2006).

In the practice of buying and selling, there are pillars and conditions that must be carried out so that the transaction is considered valid, the terms and pillars in buying and selling are classified into the following parts: a), al-ba'i (seller / owner of goods), *al-munsyari* (buyer / owner of capital). Both parties who are transacting should be adults. It does not include safih (imperfect reason) and not children who have not been allowed to make buying and selling transactions. b). *Mabi'* (goods sold) the condition of goods is included in the category of *mubah* (may be sold), sacred, can be delivered, and known to the buyer even if only its characteristics. c). *Siqhat* (sale and purchase agreement), i.e. *ijab* (surrender) and *kabul* (acceptance). d. *Mutual affection*. It is not legal to buy and sell without the pleasure of both parties (Muhibbuthabary, 2012).

The terms and harmony in buying and selling transactions as above are basically in the context of being various parties so that they are equally awake and no one party is harmed. So *shigat* in a transaction occupies a very important position, because it can be equally binding between the seller and the buyer. *Shigat* is an expression spoken by sellers (*bai'*), and buyers (*musyari*) as proof of their willingness to sell and buy something that is traded.

In the context of the *position of shigah* Ibn Rushdi al-Qurthuby emphasized the necessity of dilafadzkan because buying and selling is categorized as invalid when sellers and buyers do not pronounce it. Therefore, in his view the seller is obliged to say "I sold this item to you". Then by the buyer answered by saying lafadz "I bought this item from you"

With the deception, it can be understood, that voluntary between sellers and buyers becomes an important principle in a transaction. Such conditions aim to keep each party so that one party does not feel disadvantaged. Thus it is based on the following religious passages:

يَأَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَنْفِعُوا أَنفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَّحِيمًا

O believers! Do not eat one another's property in an unrighteous way, except in consensual trade among yourselves. And do not kill yourself. Truly, God is merciful to you. (al-Nisa': 29)

Based on the description above, we can understand that Islam as a religion sets norms that must be followed by all Muslims aiming to protect each individual so that one with another does not harm each other. In the context of buying and selling transactions, both parties must be equally bound to be able to account for each that has been transacted.

Especially the owner of the goods, then he must be really objective in providing news about the goods to be sold to the buyer, buying and selling transactions are not the same as barter transactions, so they must be really equally open to the goods to be transacted in the context of buying and selling.

Contextualizing the Meaning of 'Interadlin' in Online Buying and Selling Transactions

Sighat in *ijab* (handing) and *qabul* (receiving) as forms of speech representing between sellers and buyers on voluntary transaction practices that have been carried out, become invalid when compared to the 0.5 era where the principle of endemic transactions was purely using technological machines. Sophisticated robots have sprung up on the side of the road to serve buyers.

The voluntary conception affirmed in the form of shighat is not at all represented in the practice of buying and selling, especially online, other than the goods being traded are not in front of the buyer who can be seen as a whole and directly to see the perfection of the goods, even the buyer does not know the seller who is transacting with him which sometimes the buyer may also fail in the transaction process.

Shigat 'Antaradlin with voluntary meaning and being a prerequisite for whether or not buying and selling is legal, in the current era must be contextualized in terms of voluntary meaning. If it is not contextualized in the current era, buying and selling transactions carried out by sellers and buyers with social media will be considered *facidic*. While the consequence is to make both parties unable to enjoy the results of the sale and purchase contract.

More than that, buying and selling contracts using online are widely carried out by all people in the world, therefore the best solution is to recontextualize the meaning of 'betweenadlin occupies a very important position.

1. Buy and Sell Online

According to the Big Indonesian Dictionary, buying and selling is a mutually binding agreement between the seller, namely the party who delivers the goods, and the buyer as the party who pays the price of the goods sold (Nasional, 2008)

The word Online consists of two words, namely On (English) which means alive or inside, and Line (English) which means line, track, channel or network. Etymologically, online is defined as "*in a network*". Online means explaining a state of being connected to the internet network. In an online state, anyone can use the network well, so the media can be used as a medium of communication properly. Online can also be used as a condition where using the network, one device with another device is connected to each other so that it can communicate with each other

In simple terms, jual buy online (online shopping), or can be said by buying and selling using internet media. In this case Alimin stated, that online buying and selling is referred to as a dynamic set of technologies, applications and business processes that connect certain companies, consumers, communities through electronic transactions and trade in goods, services and information carried out electronically (Mustofa, 2012).

Cavanilas and Nadal emphasized that online buying and selling in its development has a variety of ways in practice, including: a) Transactions with *chat* media or *video conferencing* are someone in offering something with an interactive dialogue model through the internet such as by telephone. Chat is done with written media while video conferencing is done through

electronic media where people can see pictures and hear the voice of other parties who make offers. b) Anyone who transacts by e-mail, must previously have an e-mail address. Furthermore, before making a transaction, the buyer already knows the e-mail to be addressed and the type of goods and amount to be purchased. Then the buyer writes the product specifications, shipping address and mode of payment. Furthermore, the buyer will receive confirmation from the seller about the ordered goods (Arsyad, 2000).

It is understood that online buying and selling is a completely new transaction practice and there is no explanation of such transaction practices in the classics and religious texts, so interpretation of religious propositions related to muamalah is needed for the sustainability of progressing transactions.

Face to face between buyers and sellers in the context of *mutaaqidain* (two people who are transacting) initially occupies an important axis in order to carry out the contract optimally, so that there is an optimal contract where between the seller, the goods sold, the buyer both know so that a contract that can bind both parties really happens firmly.

In stark contrast to buying and selling online, where both parties cannot meet together, even the object to be transacted can not be touched at all, it's just that it can be seen by reading the detailed description of the goods that have been recorded by the seller. The element of fraud in the context of buying and selling online is greater than buying and selling offline. However, the development of technology is not to be avoided but instead must be used as a medium that facilitates in terms of life practices to meet daily needs.

The conception of voluntary necessity in the language of fiqh in the practice of buying and selling is essentially to maintain the existence of ugliness in the practice of transactions so as to have an impact on losses by one party. Surat an-nisa 59, which affirms the impermissibility of anyone to enjoy material with *dzallim*, indicates the necessity of keeping each party from harming one party to the other.

In the context of buying and selling online, of course, the interodin that has been discussed in the classic books must be contextualized in the online era. Moreover, there is no evidence that confirms the invalidity of the practice of buying and selling online, therefore there is a rule that reads "the original law of the practice of muamalah is mubah"

الأصل في المعاملات الإباحة إلا أن يدل دليلا على تحريمها

Basically, all forms of muamalah can be done unless there is a reason that forbids it.

Then in the hadith of the Prophet narrated by Imam Muslim which reads: "Muhriz bin Salamah Al 'Adani said, has told us Abdul Aziz bin Muhammad] from Ubaidullah from Abu Az Zinad from Al A'raj from Abu Huraira he said, "The Prophet sallallahu 'alaihi wasallam forbade the buying and selling of *gharar* (inflicting harm on others) and buying and selling *hashah*" (HR Ibn Majah).

Another hadith with the same redaction is found in Sahih Muslim which reads: "And has narrated to us Abu Bakr bin Abi Shaybah] has told us Abdullah bin Idris and Yahya bin Sa'id and Abu Usama from Ubaidillah. And narrated from another line, has narrated to me Zuhair bin Harb while lafaz from him, has narrated to us Yahya bin Sa'id] from 'Ubaidillah has narrated to me Abu Az Zinad from Al A'raj from Abu Hurairah he said; The Prophet sallallahu

'alaihi wasallam forbade buying and selling by hashah (i.e.: buying and selling by throwing pebbles) and other methods that contain elements of fraud".

So in the context of the renewal of the meaning between adin can be described as follows;

1. The owner of the goods is responsible for describing in detail the size of the color and anything related to the goods he wants to sell,
2. Recommend to be returned if the goods do not match the order,
3. The buyer must carefully see the goods to be purchased by reading in detail the detailed description of the goods that have been written by the seller,
4. Using an intermediary in paying for the goods to be purchased or commonly referred to as Bank Bersama.

If the matters as above in the context of buying and selling online can be fulfilled, then the contract from both parties using shighat, is fulfilled with openness to both so that it represents the voluntary element, talaffudz.

CONCLUSION

Voluntary in the practice of buying and selling as evidenced by the existence of a zygote is an important principle for the validity of buying and selling transactions, Voluntary in its status as an important principle of whether or not a sale and purchase transaction can be actualized in the case of buying and selling online by presenting online transactions from both parties openly, so that both are not harmed.

REFERENCES

Arsyad, M. S. (2000). Transaksi Bisnis dalam Electronic Commerce (e-Commerce): Studi Tentang Permasalahan–Permasalahan Hukum dan Solusinya. *Universitas Islam Indonesia*.

Departemen Pendidikan Nasional, Kamus Besar Bahasa Indonesia Pusat Bahasa, Edisi IV (Jakarta: PT Gramedia Pustaka, 2008)

Djazuli, A. (2006). Kaidah-Kaidah Fikih: Kaidah-Kaidah Hukum Islam dalam Masalah-Masalah yang Praktis. *Jakarta: Kencana*.

Ibn al-Qayyim. (1973). *A 'lam al-Muwaqqiin*.

Ibnu Kasir. (n.d.). *Tafsir Al-Quran Al-'Adhim*.

Ibrahim Anis. (1972). *Al-Mu"jam al-Wasith*. Dar al-Ma.arif Kairo.

Mahmood, S. (2006). Secularism, hermeneutics, and empire: The politics of Islamic reformation. *Public Culture*, 18(2), 323–347.

Muhammad bin 'Umar Nawawi. (1417). *Murah Labid li Kashf Ma 'na al-Qur'an al-Majid*. Dar al-Kutub al-'Ilmiyyah.

Muhammad Deni Putra, "Jual Beli Online Berbasis Media Sosial Dalam Perspektif Ekonomi Islam,"

Muhibbuthabary. (2012). *Fiqh Amal Islami*. Citapustaka Media Perintis.

Mustofa, I. (2012). Transaksi Elektronik (E-Commerce) Dalam Perspektif Fikih. *Jurnal Hukum Islam*, 10(2).

Nasional, I. D. P. (2008). *Kamus Besar Bahasa Indonesia: Pusat Bahasa*.

Rahmat Syafe'i, Fiqh Muamalah, (Jakarta: Pustaka Setia, 2004)

Rohi Baalbaki, DR. A.-M. (1997). *A Modern Arabic – English Dictionary*.

Imam Mustofa, "Transaksi Elektronik (E-Commerce) dalam Perspektif Fiqh", *Jurnal Hukum Islam*, (Pekalongan: STAIN Pekalongan, Volume 10, No. 2, Desember 2012)

Contextualization of the Concept of 'Antaradlin' as a Legal Guarantee of On-Line Buying and Selling Transactions

Sohari Sahrani, Fikih Muamalah Klasik dan Kntemporer, (Bogor : Ghalia Indonesia, 2011)
Wirzba, N. (2003). *The paradise of God: Renewing religion in an ecological age*. Oxford University Press on Demand.