

## Review of Fiqh Muamalah on Online Buying and Selling Practices in the Digital Era

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### ABSTRACT

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*This study examines online shopping practices from the perspective of fiqh muamalah, particularly in response to problems such as fraud, damaged goods, and delivery issues. Using library research methods, the study concludes that online transactions are permissible as long as they comply with Islamic principles, including mutual consent, clarity of contract terms, and the presence of fair legal oversight. The results obtained from this study indicate that online shopping is allowed, if it is in accordance with the provisions of fiqh muamalah, namely not violating the provisions of religious law, there is an agreement between the seller and the buyer if something unwanted happens between the agreement (Alimdha') or cancellation (Fasakh), and there are strict and clear supervision, sanctions, and legal rules from the government to ensure that buying and selling using online transactions is permissible for the public.*

**Keywords:** Online Shopping, Fiqh Muamalah, and Islam

### INTRODUCTION

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It can be said that every day, humans make buying and selling transactions. From the fulfillment of primary, secondary and tertiary needs. This was done manually in ancient times before there was such sophisticated technology. The mechanism is that people come to the place where the goods to be addressed are sold, then the buyer can directly choose or see the condition directly the item he wants. Usually if there is a match, there will be bargaining between the seller and the buyer. Until an agreement is reached between the seller and the buyer, then only the handover between goods and money occurs.

However, with the sophistication of technology that can be said to be quite rapid, this is increasingly being eroded by the times, especially among teenagers and adults who are reluctant to bother to leave the house and look for the items they want. They prefer to stay at home and choose the items they like through websites or from sellers' social media posts. From there, they will try to contact the sellers then order what they want and immediately pay via transfer. However, there are also those who use the Cash on Delivery system if it is still within the scope of one city.

Data from (Digital 2024: Indonesia, 2024) shows that more than 76% of internet users in Indonesia have made online transactions in the past year. This phenomenon shows that online shopping has become an integral part of modern society's economic activities. However, the high volume of online transactions is also accompanied by an increase in consumer complaints: ranging from product mismatches, damaged goods, fraud, to goods not arriving. This is very detrimental to the consumer. Whereas in a hadith Rasulullah SAW said:

الْمُسْلِمُ أَخُو الْمُسْلِمِ لَا يَجِلُّ لِمُسْلِمٍ بَاعَ مِنْ أَخِيهِ بَيْعًا فِيهِ عَيْبٌ إِلَّا بَيَّنَّهُ لَهُ

“A Muslim is a brother to another Muslim. It is not permissible for a Muslim to sell a defective merchandise to his fellow Muslim, but he must explain the defect to him.” (Ibn Majah 2246, Ahmad IV/158, Hakim II/8, Baihaqi V/320; authenticated by Shaykh Salim bin 'Ied Al Hilali (Salim, 2017, p. 378)

He (peace be upon him) also said:

التَّارِ فِي الْخِذَاغِ وَالْمَكْرُ، مَثًا فَلَيْسَ غَشْنَا مَنْ

“Whoever cheats us is not one of us. Treason and deceit are in hell” (Ibn Hibban 567, Thabrani in Mu'jamul kabiir 10234, Abu Nu'aim in Al Hiyah IV/189; authenticated by Shaykh Salim Al Hilaly) (Salim, 2017, p. 378)

From these two hadiths, the impact of Online Shopping is included. This research arises from the need to understand how fiqh muamalah views the practice of online buying and selling, which is increasingly prevalent in the digital era. Therefore, the focus of this research is directed at examining and analysing the practice of online buying and selling based on the perspective of fiqh muamalah, assessing its compliance with sharia principles, and identifying potential deviations that occur. This research also aims to provide recommendations that can be used as guidelines so that online buying and selling transactions remain within the corridors of sharia and do not harm either party.

## METHODS

This study adopts an explanatory qualitative research method aimed at providing a comprehensive understanding of how Fiqh Muamalah interprets and responds to the practice of online shopping in contemporary economic transactions. Through this approach, the research seeks not only to describe the phenomenon but also to explain the underlying principles and legal perspectives based on Islamic jurisprudence. (Karjaya, 2020).

In order to support the analysis, this study makes extensive use of secondary data that has been previously examined and documented by other researchers. These data are sourced from a variety of credible and relevant materials, including academic books, peer-reviewed journal, scholarly articles, trusted websites, and other forms of documentation that are accessible both offline and online.

## RESULT AND DISCUSSION

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Shopping or buying and selling in fiqh is called al-ba'i which etymologically means selling or replacing. Al-ba'i in Arabic is also interpreted as the opposite meaning of selling, namely Al-syira' (buy). Thus, the word al-ba'i means selling, but also has the meaning of buying (Ghazaly et al., 2010, p. 67)

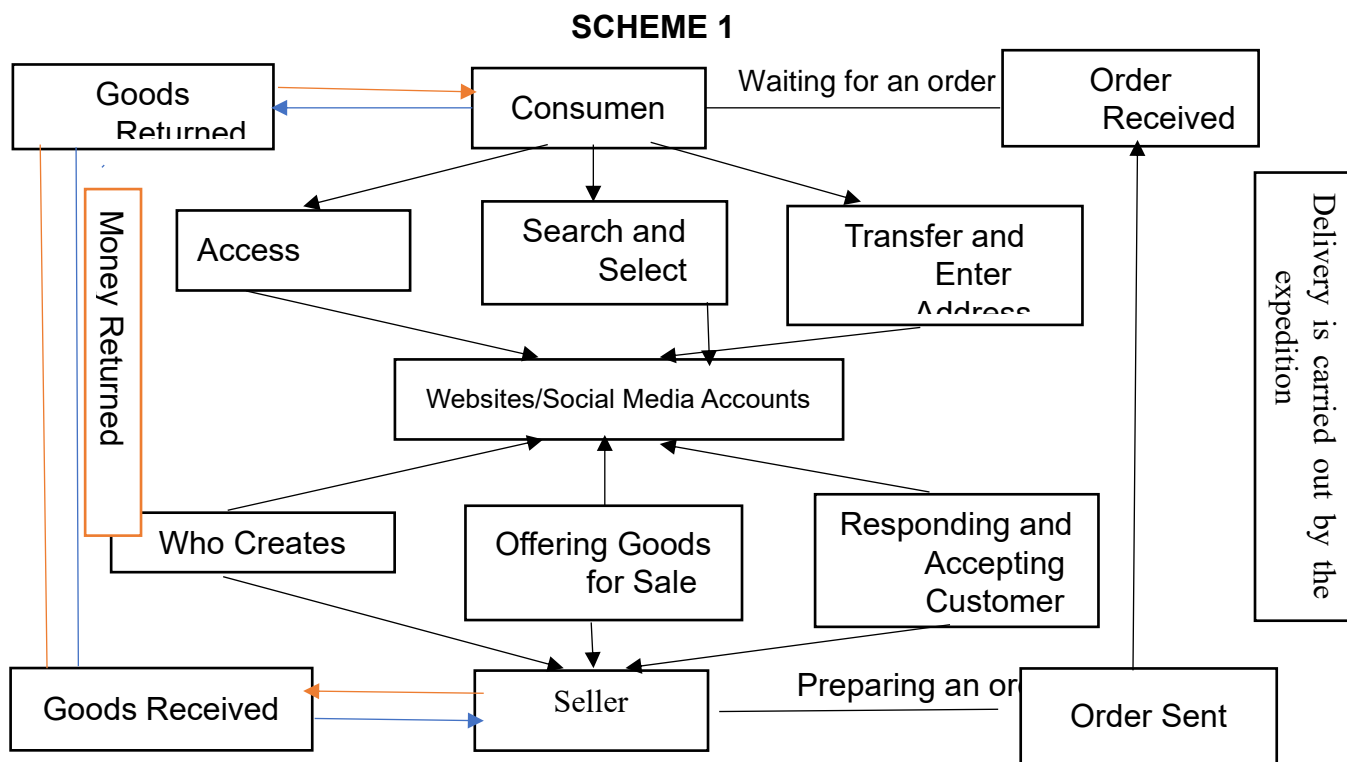
Meanwhile, according to Sayid Sabiq, "Buying and selling is the exchange of property for property on the basis of mutual convenience" or, "transferring property with justifiable compensation." (Sabiq et al., 1987, p. 44)

Online is a combination of two English words which etymologically online means "in the network". While online terminology is a situation that is connected to the internet network. From these definitions, online buying and selling can be interpreted as an agreement that is mutually bound through the internet network between the seller and the buyer without any direct contact between the two. The advantages of online shopping can reach from a distance away from the store and without knowing the time, and can reduce human labor, such as in terms of promotions that can be done by someone alone by activating the internet without having to go anywhere. (Afifah, 2018, p. 37)

### Online Shopping Practices in Society

Because e-commerce transactions are transactions through electronic media such as websites, Instagram, Twitter, or similar media. so that what the seller does is only set up a platform to offer the goods he wants to sell (Kambol, 2018, p. 39). Then, consumers only need to access the address of the online store that offers goods that consumers want. When they are able to access the website, consumers only need to search and select the items to be purchased later. If the consumer feels in accordance with the price offered by the seller, then the next step is to transfer the amount of money according to what is purchased and enter the address. After everything is done, consumers only need to wait for the arrival of the goods. The estimated arrival of goods usually depends on the distance between the seller's area and the buyer (Misbahuddin, 2012, p. 242).

The following is a schematic description of the practice of online shopping in society



Description:

- : Flow of Goods return
- : Money Return Flow

Scheme 1 illustrates the flow of online buying and selling transactions between consumers and sellers through websites or social media. Consumers access the digital platform to search, select items, and enter a shipping address, then make payment. The seller responds to the order, prepares the goods, and sends them via expedition service.

If the goods are suitable, the transaction is complete. However, if there are problems such as damage or discrepancies, the consumer can return the item (indicated by the blue groove), and the seller will refund the money (orange groove). This scheme shows the importance of transparency and honesty in shariah-compliant online buying and selling. In addition to payment by transfer, there is also a Cash On Delivery system, where the goods are paid for when they are in the hands of the consumer. (Afifah, 2018, p. 41)

### Legal Basis and Provisions of Online Shopping

The legal basis for online shopping includes:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايْتُمْ بَدَيْنَ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ...

“O you who believe, when you enter into a debt for a fixed time, write it down” (al- Baqarah: 282).

All agreements must avoid anything that is not allowed in Islam because it is feared that it can harm one of the parties. Ibn Abbas said that he testified that the salaf (Salam) contract that is carried out until a predetermined period of time is legalized and permitted by Allah in His book. Then he recited the verse above. (Zulaihi, 2011, p. 239) Ibn Abba also said “this verse contains the law of buying and selling orders whose terms must be clear.” Another reason is the saying of the Prophet Muhammad which reads:

حَدِيثُ ابْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمَا قَالَ : قَدِمَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الْمَدِينَةَ وَ هُمْ يُسَلِّفُونَ بِالْتَّمْرِ السَّنَتَيْنِ وَالثَّلَاثَ. فَقَالَ : مَنْ أَسْلَفَ فِي شَيْءٍ عَفِيفٍ كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ

“ It was narrated from Ibn Abbas r.a, he said: The Prophet came to Madinah. And they (the people of Madinah) used to lend dates for two years and three years. Then the Prophet (SAW) said: “Whoever wishes to lend something, it is obligatory with a clear measure, a clear weight, and a clear duration.” (Narrated by al-Bukhari in the 35th Book of as-Salam).

The Prophet Muhammad SAW said when the people of Medina were already buying and selling orders when he first hijrah there. The Prophet SAW recognized the sale and purchase of orders as long as from the beginning it has been said clearly the contract, its characteristics, and has also determined the time. (Haroen, 2000, p. 148)

Salam transactions were very popular during the leadership of Imam Abu Hanifah. He doubted the authenticity of the agreement by leading to a quarrel. To eliminate the possibility of such quarrels, he recommended to explain in more detail what will be done and stated in the contract such as the type of goods, quality, quantity, time and place of delivery. (bin Ismail Al-Amir Ash-Shan’ani, 2015, p. 428)

### Application of Fikih Muamalah Contracts in Online Shopping

There are 3 fiqh muamalah contracts that can be used in online shopping, including:

#### 1. Ijarah Akad

Ijarah agreement occurs when the seller uses the marketplace as a place to transact. The lease of the store in the marketplace exists when the seller starts registering as a user and as a seller of the marketplace. When the seller has registered his account, the seller has the authority to buy and sell in the marketplace. The sellers only need to carry out the procedures and conditions that have been regulated by the marketplace. This marketplace is used as a meeting place between sellers and buyers. In return, the seller only needs to pay ujah to the marketplace. With the condition that the ujah is given clarity at the beginning of the agreement. (Minuriha, 2018, p. 50)

#### 2. Wakalah Akad

Akad wakalah occurs when the seller gives trust to someone who has a site / website to sell his merchandise by giving a mutually agreed reward, this is valid because basically the representative has the same position as the one who owns the goods. As narrated by Jabir Bin Abdullah r.a, he stated that he was going to Khaibar, then he met the Messenger of Allah SAW, he said greetings to him while saying that he was going to Khaibar, then the Prophet said that if he met his representative in Khaibar ask for 15 wasq of dates from him, if he demands a truth (that he is my representative) then put his hand on the lower bone of his neck. (HR Abu Daud. According to Ibn Hajar the sanad of this hadith is Hasan). (Salim, 2017, p. 379)

#### 3. Akad Salam

The salam contract occurs when the buyer makes an upfront payment for the ordered goods, and the goods are delivered at a later date provided that the characteristics of the goods must be clear. According to the majority of scholars, there are three pillars of salam, including:

- a. Sighat (Ijab and Kabul)
- b. The contracting parties, namely the person who orders and receives the order
- c. Goods ordered and money in lieu of goods, where the money is paid in advance at the place of the contract. (Musthofa, 2014, p. 73)

In addition to the pillars, there are also conditions of salam, including:

- a. The money is paid at the place of the contract, this means that the payment is made at the beginning.
- b. The goods are a debt for the seller
- c. The goods are available at the specified time.
- d. The goods must be clear in size, weight, or number.
- e. The goods must be clear and the character of the goods
- f. It is clearly stated where to receive the goods, if the place said is not suitable for receiving the goods, the salam contract will still be carried out but the khiyar condition will be lost. (Salim, 2017, p. 379)

## Discussions

### Online Shopping in the Perspective of Fiqh Muamalah

The permissibility of online buying and selling in Islam is grounded in the principles of fiqh muamalah, which emphasize contractual justice, transparency, and mutual benefit. According (Jahari & Aidaros Al, 2016, p. 25) the validity of such transactions is subject to the fulfillment of four primary pillars: the presence of ijab (offer) and qabul (acceptance), legally competent contracting parties (aqidain), a clear and lawful object of contract (ma'qud 'alayh), and an agreed-upon method of payment. These elements reflect the broader maqashid al-shariah goals of protecting wealth (hifzh al-mal) and preventing harm (dar' al-mafasid). However, online transactions, due to their impersonal and asynchronous nature, introduce several complexities not present in traditional face-to-face trade. This includes the risk of gharar (uncertainty), tadbis (concealment or fraud), and ikrah (coercion), which if not mitigated, may render a transaction invalid or even haram. Meanwhile, according to Fitria (2017) there are several conditions for the permissibility of online shopping, including:

1. Uphold akhlaq al-tijarah (business ethics in Islam) and recognize buyer protection as a right.
2. There is an agreement between the seller and the buyer if things happen that are unexpected or beyond expectations, then the choice is between agreeing (Alimdhah) or canceling (Fasakh).

In accordance with the rules of fiqh regarding forms of choice or alternatives to the sale and purchase contract (Al-khiyarat) including Khiyar Al-majlis (the authority to cancel in the area of the contract if there is a discrepancy), Khiyar Al'aib (the authority to cancel if there is damage), Khiyar As-syarath (the authority to cancel if it does not meet the conditions), Khiyar At-Taghrir / At-Tadbis (the authority to cancel if there is fraud), Khiar Al-ghubun (authority to cancel if there is fraud), Khiyar Tafriq As-Shafqah (authority to cancel because one of the two parties is cut off before or after the transaction), Khiyar Ar-Rukyah (authority to cancel if something is missing after being seen) and Khiyar Fawat Alwashaf

(authority to cancel if the characteristics are not the same). These principles provide flexibility and fairness in contractual arrangements, especially in situations where product inspection is not possible prior to purchase—a common challenge in online marketplaces. As noted by (Dinda Yuanita & Wijaya, 2022), the incorporation of these traditional legal tools into modern features such as “return policies,” “money-back guarantees,” and “buyer protection programs” in e-commerce platforms like Tokopedia, Shopee or any e-commerce else reflects an implicit adaptation of fiqh values into commercial practice.

3. There should be clear and straightforward supervision, penalties and regulations from the government (competent institutions) to certify whether or not buying and selling using online systems is permissible in society. According to (Pratamasari, 2020), effective governance in e-commerce must include enforceable consumer protection laws, clear dispute resolution mechanisms, and licensing standards for online vendors. These not only prevent fraud and ensure justice but also serve as a form of hisbah—the Islamic concept of market regulation to promote ethical conduct. Government agencies such as Otoritas Jasa Keuangan (OJK) and the Ministry of Trade in Indonesia have begun implementing digital market regulations; however, integration with Islamic legal frameworks remains limited.

(Fitria, 2017, pp. 59–60) argues that without robust and Islamic-aligned legal supervision, the practice of online buying and selling could potentially fall into impermissible territory, particularly when fraud, ambiguity, or harm to consumers occurs.

## CONCLUSION

Online shopping is a modern form of buying and selling contract conducted through the internet without direct contact between the seller and the buyer. In the perspective of muamalah fiqh, this kind of transaction is allowed as long as it fulfils the principles of sharia. There are three types of contracts commonly used in online buying and selling transactions, namely ijarah contracts (leasing services such as shipping goods), wakalah contracts (representation, such as the use of courier or marketplace services), and salam contracts (buying and selling with upfront payment and delivery of goods at a later date). The validity of online buying and selling is determined by several important conditions, including avoiding practices prohibited in Islam such as usury, gharar (uncertainty), and fraud. In addition, there needs to be an agreement between the seller and the buyer if things go wrong. In this case, the Sharia provides two options, namely continuing the transaction (alimdhah) or cancelling it (fasakh) through the principle of al-khiyar. In order for online buying and selling to be considered valid and halal according to Islamic law, it is also necessary to pay attention to several important aspects, such as the halalness of the goods being sold, the clarity of the status and specifications of the goods, the suitability between price and quality, and honesty in conveying information. If all of these conditions are met, then the practice of online shopping can be a form of contemporary muamalah that is legal, safe, and in accordance with Islamic values.

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