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The Application of *Khiyar* Principles to E-Commerce Transaction: The Islamic Economy Perspective

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Abstract: This essay seeks to analyze the utilization of *khiyar* in e-commerce transactions within the context of Islamic economics. The principle of *khiyar* allows individuals to exercise the option to either proceed with or terminate a transaction. This theory is applicable to various types of buying and selling transactions, including those conducted in the realm of e-commerce. This study employs a normative legal methodology with an Islamic economic perspective, which is evaluated descriptively. The data was gathered through an extensive analysis of literary sources, including journal articles, books, journals, legal documents, and other relevant references pertaining to the topic of discussion. Islamic economic theory is applied as an analytical framework to examine the concept of *khiyar* (option) in the context of buying and selling in e-commerce transactions in Indonesia. The research findings indicate that the utilization of *khiyar* in e-commerce transactions, in accordance with the Islamic law, is permissible as long as it adheres to the prerequisites and fundamental principles of buying and selling. These include honesty, fairness, and the absence of any fraudulent elements. However, if harm is inflicted upon one of the parties involved, the transaction becomes unlawful. In the Islamic law, there is a rule stating that all forms of *muamalah* transactions are permissible, as long as there are no contradictory arguments prohibiting them. The contract and payment mechanisms in e-commerce transactions are considered to be in accordance with Islamic law and contain benefits, also in line with the opinion of the ulama in the fatwa of the Indonesian Ulema Council. From an Islamic economic standpoint, engaging in e-commerce transactions for buying and selling is sufficient to contribute to the nation's economic expansion, particularly benefiting the middle class and streamlining transactions

Keywords: *Khiyar*, e-commerce, online trade, digital economy, Islamic

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economy

Abstrak: Artikel ini bertujuan mengkaji tentang penerapan khiyar pada transaksi jual beli melalui e-commerce perspektif ekonomi Islam. Prinsip khiyar adalah memilih melanjutkan atau membatalkan transaksi yang berlaku secara umum dalam transaksi jual beli, termasuk jual beli pada e-commerce. Kajian tersebut menggunakan metode hukum normatif dengan pendekatan ekonomi Islam yang dianalisis secara deskriptif. Data dikumpulkan dengan cara mengelaborasi sumber literatur seperti artikel jurnal, buku, jurnal, dokumen undang-undang dan berbagai referensi yang terkait dengan pembahasan. Teori ekonomi Islam digunakan sebagai alat analisis tentang khiyar dalam jual-beli yang digunakan dalam transaksi e-commerce di Indonesia. Hasil penelitian menunjukkan bahwa penerapan khiyar dalam transaksi jual beli e-commerce menurut hukum Islam hukumnya boleh, jika memenuhi syarat dan rukun jual beli misalnya: bersifat jujur, adil dan tidak ada unsur penipuan, tetapi jika ada merugikan salah satu pihak maka jual beli tersebut haram hukumnya. Di samping itu, ada kaidah dalam hukum Islam bahwa “hukum asal dari segala bentuk transaksi muamalah boleh, selama tidak terdapat larangan dengan dalil yang bertentangan.” Mekanisme akad dan pembayaran dalam transaksi ecommerce dianggap sesuai dengan hukum Islam dan mengandung kemaslahatan, juga sejalan pendapat para ulama dalam fatwa Majelis Ulama Indonesia. Kemudian dalam perspektif ekonomi Islam jual beli dengan transaksi e-commerce cukup membantu pertumbuhan perekonomian bangsa terutama masyarakat menengah dan memudahkan dalam transaksi.

Kata Kunci: Khiyar, jual beli, e-commerce, ekonomi digital, ekonomi Islam

Introduction

Economic globalization has emerged as a prominent phenomenon in the world during the past two to three decades. The process is multi-dimensional and requires consistency and integration across various domains, such as economic, political, social, cultural, and ideological. Economic globalization is underpinned by beliefs that are frequently associated with inequality, including capitalism and liberalism. Islamic economics seeks to not only fulfil individual materialistic demands, but also to generate shared gain while avoiding harm to other parties. The Islamic economic idea seeks to adhere to the concepts of benefit and *maqāsid sharī'ah*, which involve satisfying the five fundamental benefits (*al-darūriyat al-khams*) in order to meet all essential needs and ensure the preservation of religion, soul, mind, lineage, and human assets.¹

¹ Hafas Furqani and Mohamed Aslam Haneef, "Configuring Problems of Economics in Islamic Perspective: Moral Nexus, Realities and its Unification," *International Journal of Ethics and Systems* 39, No. 5 (2022). Asyharul Muala, "Repositioning of Islamic Economics in the Era

The use of technology in Indonesia has greatly influenced the society, particularly in the realm of digital economic activity, specifically Micro, Small, and Medium Enterprises (MSMEs). One of the digital economic activities is to generate tangible advantages and offer chances for all economic participants to engage in transformation and innovation. Producers and distributors can advertise and market their products without incurring significant expenses for leasing or constructing a physical retail store. Consumers have the ability to acquire essential items without the need to physically go out of their residence for shopping. Technology enables us to accomplish tasks by employing online platforms such as media outlets, start-ups, markets, or e-commerce.²

E-commerce transactions differ from direct transactions, such as those that take place in markets, malls, stores, and similar venues. In traditional commerce, tangible goods are typically involved, however in e-commerce, there is a lack of physical commodities that can be directly perceived directly. Nevertheless, in essence, rights and duties are equivalent to the act of directly purchasing and selling. E-commerce is the convergence of two parties engaged in a transaction, where one party purchases and the other party sells. A sale and purchase transaction will result in legal ramifications that establish rights and responsibilities. Transactions involving the exchange of goods or services will only take place if there are a minimum of two participants involved in the process. The seller, as the first party, is obligated to deliver the products or objects being sold and ensure that they are free from faults and safe for possession. The buyer, referred to as the second party, is required to make payment for the purchase price.³

The expansion of e-commerce in Indonesia has positively influenced the development of the country's digital economy. This has led to an increase in the number of Indonesian startups, with 992 businesses in total. Out of these, 352 firms, or 35.48%, are operating in the e-commerce sector. In the financial technology area, the percentage was 53 or 5.34%. In the gambling sector, it was 55 or 5.54%. In other fields, the percentage was 532 or 53.63%. Go-Jek, Traveloka, Tokopedia, and Bukalapak are all examples of unicorn startups, meaning they have a business valuation above one billion dollars. Go-Jek is valued at 5 billion dollars, Traveloka at 2 billion dollars, Tokopedia at 1.3 billion dollars, and Bukalapak at 1 billion dollars. The prevalence of this disease

of Globalization from the *Maqāṣid Syarī'ah* Perspective," *Journal of Islamic Law* 1, No. 1 (2020).

² Edy Yulianto and Supriono, "Effect of Open Innovation on Firm Performance Through Type of Innovation: Evidence from SMES in Malang City, East Java, Indonesia," *Cogent Business & Management* 10, No. 3 (2023). Reza Octavia Kusumaningtyas, et.al., "Reduction of Digitalization Policy in Indonesian Msmes and Implications for Sharia Economic Development," *JURIS: Jurnal Ilmiah Syari'ah* 21, No. 2 (2022).

³ Munir Fuady, *Pengantar Hukum Bisnis: Menata Bisnis Modern di Era Global*, Bandung: PT Citra Aditya Bakti, 2008, p. 25-26.

leads to a 37% internet usage rate in the digital economy of Indonesia, surpassing neighboring nations such as Malaysia (36%), Singapore, and Thailand (30%). This information highlights the positive progress in Indonesia's digital economy, indicating that the efforts to digitally transform Indonesia are starting to have an impact.⁴

Nevertheless, engaging in purchasing and selling endeavors, whether conducted in person or through the internet, cannot be divorced from the principles and regulations that serve as a framework to prevent instances of deception. Both parties are subject to regulations governing their rights and obligations in order to minimize the potential for damage. Gaining comprehension and meeting one's legal entitlements and responsibilities will facilitate the process of reaching a mutual agreement for both parties.⁵ One fundamental element in the realm of buying and selling is the requirement of mutual consent between the involved parties to prevent any occurrence of unfairness.⁶

One method of preventing fraud is by fostering a transparent approach where the vendor grants the buyer the freedom to either forward with or terminate the transaction. *Khiyar* is the term used to refer to the right to decide whether to proceed with or terminate a deal. *Khiyar* seeks to identify the favourable option and prevent any doubts while deciding between proceeding with or cancelling the transaction.⁷ *Khiyar* rights provide the fulfilment of the desires and contentment of the parties involved in the transaction.

E-commerce facilitates transactions between parties, resulting in mutual success. According to Islamic economic principles, buying and selling refers to the voluntary exchange of property or the transfer of property rights to another person in return for a specific compensation or value. Under the Islamic law, e-commerce transactions are allowed as long as they adhere to the regulations of *fiqh* in the fundamental principles of *muamalah* transactions and meet the necessary requirements, provided they are not prohibited by the *sharia* or in conflict with its principles.⁸

⁴ Nila Dwi Aprilia, "The Development of Indonesia's Digital Economy," *Jurnal Ekonomi Pertahanan* 7, No. 2 (2021). Hesya Nungki Nabila, "Analisis Pengaruh Ekonomi Digital Terhadap Pertumbuhan Ekonomi Di Indonesia Tahun 2017-2021," *Jurnal Konstanta: Ekonomi Pembangunan* 1, No. 1 (2022).

⁵ Asrul Hamid, "Penerapan Konsep Khiyar Pada Jual Beli Batu Bata Di Kec. Panyabungan Utara Kab. Mandailing Natal," *Eksya* 2, no. 1 (2021): 39–56.

⁶ Hida Yati, "Maqashid Syariah Dalam Khiyar Dan Implementasinya Dalam Jual Beli (Studi Kasus Praktek Khiyar Di Pasar Ikan Lama Medan)," *JEKSya: Jurnal Ekonomi dan Keuangan Syaria* 1, no. 1 (2022), p. 52–64.

⁷ Jamilah Jamilah and Firmansyah Firmansyah, "Tinjauan Fikih Muamalah Terhadap Penerapan Khiyar Dalam Transaksi E-Commerce," *Jurnal Ekonomi Dan Perbankan Syariah* 6, no. 1 (2019). p. 49–62.

⁸ Ardiana Hidayah, "Jual Beli E-Commerce Dalam Perspektif Hukum Islam," *Jurnal Solusi* 17, No. 1 (2019), p. 84-93. Wakhidah Wakhidah and Chamim Thohari, "Jual Beli on line

Khiyar is the principle that allows one to exercise the option of either proceeding with or terminating a deal. It also elucidates the need of practicing honesty and transparency in the process of purchasing and selling, as a means to acquire blessings. The notion of *khiyar* is applicable to all types of buying and selling transactions, including those conducted in e-commerce. Business individuals in the field of e-commerce are obligated to consistently offer purchasers with the option to use their *khiyar* rights. This paper seeks to analyze the utilization of *khiyar* in e-commerce transactions within the context of Islamic economics. Conducting this research is crucial due to the growing prevalence of digital buying and selling transactions, which need to comply with the norms of the Islamic law.

This study employs a normative legal methodology with an Islamic economic perspective, which is evaluated in a descriptive manner.⁹ The data was gathered by extensively analyzing literature sources, including journal articles, books, journals, legal documents, and relevant references pertaining to the topic of discussion. Islamic economic theory is employed as an analytical instrument to examine the concept of *khiyar* (option) in the context of buying and selling inside e-commerce transactions in Indonesia.

The concept of "khiyar" in the context of purchasing and selling

Muamalah practices are integral to the tenets of the Islamic faith. Business is a common form of *muamalah* practiced by many individuals. Business activities encompass all types of human endeavor, whether undertaken by individuals or groups, aimed at satisfying the necessities of existence according to established values and regulations. Islam, as a global religion, is applicable at any period and location where humanity engage in *muamalah* activities. Rasulullah SAW has provided a timeless model for doing commerce and trade, which includes principles such as honesty, fairness, trust, mutual advice, ensuring that the products being traded are halal in both substance and method of acquisition, and avoiding any form of fraud.¹⁰

Buying and selling is a ubiquitous economic activity. According to Islamic principles, it is advised that all parties engaged in a transaction must provide a clear and detailed description of the nature and qualities of the products being bought and sold. This is done to prevent any potential losses to either party. Islam facilitates buying and selling transactions by granting

(E-Commerce) ditinjau dari Perspektif Hukum Islam,” *Jurnal Justisia Ekonomika Magister Hukum Ekonomi Syariah* 2, No. 2 (2019).

⁹ Hafas Furqani, *Metodologi Ekonomi Islam: Membangun Pradigma dan Format Keilmuan*, Banda Aceh: Naskah Aceh, 2018. Muhaimin, *Metode Penelitian Hukum*, Mataram: Mataram University Press, 2020.

¹⁰ Vethzal Rivai and Antoni Nizar Usman, *Islamic Economics and Finance* (Jakarta: Gramedia Pustaka Utama, 2012), p. 219.

individuals the power to choose, also known as the right of *khiyar*. The term "the obligation of *khiyar*" in Arabic translates to "the right of choice." The concept of *khiyar*, or the right of rescission, is extensively debated and analyzed by *fiqh* academics in the context of economic transactions. It grants both parties the authority to either proceed with the transaction or terminate it.¹¹

As to Wahbah al-Zuhaily, *khiyar* refers to the voting right possessed by either one or both parties involved in a transaction. This right allows them to either proceed with or terminate the agreed transaction based on the criteria set by each side.¹² According to Sayyid Sabiq, *khiyar* is a legal concept that tries to promote the well-being of both parties involved in a transaction, in order to prevent harm to either side. It grants the right to the person who initiated the transaction to either proceed with it or terminate it.¹³

Abdurrahman al Jaziri explains that *khiyar* status refers to a situation where the prescription or permission is given, considering the advantages or disadvantages for each party involved in a contract or transaction.¹⁴ A transaction that involves a contract carries legally enforceable consequences. Thus, under these enforceable agreements, all the legal ramifications, as well as the established rights and obligations of the parties involved, will take effect. Therefore, *khiyar* can be executed if it is of immediate necessity.¹⁵

The purpose of granting the right of *khiyar* to the party conducting the transaction is to guarantee the buyer's autonomy in making a thoughtful decision before proceeding with the contractual transaction.¹⁶ The determination of the right to *khiyar* is a manifestation of voluntary agreement, where both parties experience contentment without any future remorse. This is because in genuine buying and selling transactions, the permission of the parties involved is a fundamental requirement for the execution of the contract.¹⁷

¹¹ Nasrun Haroen, *Fiqh Muamalah*, (Jakarta: Gaya Media Pratama, 2007), p. 129.

¹² Wahbah al-Zuhaily, *Fiqh Islam Wa Adillatuhu*, Jilid 2 (Jakarta: Gema Insani, 2011).

¹³ Sayyid Sabiq, *Fiqh As-Sunnah*, Juz 3 (Beirut: Dar Al-Fikr Al-'Arabiyy, 1983). h. 164. Orin Oktasari, "Alkhiyar dan Impelemntasi dalam Jual Beli Online," *Jurnal Aghinya* 4, No. 1 (2021).

¹⁴ Mulyawana Abd. Gafur and Abdul Wahid Haddade, "Perlindungan Konsumen Dalam Akad Jual Beli Online Atas Hak Khiyar Perspektif Hukum Islam (Studi Kasus Di Kelurahan Pabiringa Kec. Binamu Kab. Jeneponto)," *Shautuna* 1, no. 3 (2020), p. 321–337.

¹⁵ Tinah Febriyanti, "Hak Pembatalan Akad (Khiyar) Dalam Fikih Muamalah Perdagangan Prinsip Syariah," *Al-Misbah* 1, no. 2 (2020), p.167.

¹⁶ Zulfatus Sa'diah, Daud Sukoco, and Dara Ayu Okta Safitri, "Konsep Khiyar Pada Transaksi Ba'I Salam," Seminar Nasional Pariwisata dan Kewirausahaan (SNPK) 1 (2022): 382– 390

¹⁷ Hilfi Fajriah, et.al., Tinjauan Hukum Islam dan Undang-Undang Nomor 8 Tahun 1999 Pasal 4 Pasal 7 Dan Pasal 10 Tentang Perlindungan Konsumen Terhadap Hak Khiyar Konsumen Minimarket (Studi Kasus Indomaret Bandung), *Prosiding Seminar Keuangan dan Perbankan Syariah* 4, No. 1 (2018).

Therefore, the inclusion of *khiyar* rights in the process of purchasing and selling offers significant advantages for the parties involved in the contractual agreement. From the perspective of the seller, this will create an atmosphere of openness and honesty regarding the items being exchanged. On the buyer or consumer side, they will experience a sense of security and will not feel at a disadvantage due to the transactions that have taken place. The introduction of the right to *khiyar* is anticipated to incentivize buyers and sellers to exercise greater caution and foster competition in delivering optimal services to consumers.

When exercising the right of *khiyar*, there are various options available, such as:¹⁸

a. *Khiyar Majlis*

Khiyar Majlis refers to the legal right granted to both the seller and buyer to decide whether to proceed with or terminate a sale and purchase agreement, as long as both parties are still present in the same gathering or *majlis*. However, after the two parties have split, the *khiyar* majlis is no longer applicable.¹⁹

b. *Khiyar Aib*

Khiyar aib is a legal right that allows both parties involved in a transaction to choose whether or not to proceed. If a fault is discovered in the item being bought or sold, and the problem was not known to the owner at the time of the agreement, the buyer has the option to return the item. Wahbah Zuhaily states that any harm inflicted upon the thing involved in a contract can diminish its worth, whether it be in the form of physical damage, expiration, or alteration in color.²⁰

c. *Khiyar Syarat*

Khiyar syarat refers to the specified rights granted to both parties involved in a transaction, allowing them to either proceed or terminate the deal based on mutually accepted circumstances. For instance, if the buyer states that the acquired products will be returned within 3 days, once the agreed-upon time has elapsed, the right of *khiyar* to cancel is no longer applicable.

d. *Khiyar al ru'yah*

Khiyar al ru'yah can be translated as "the option of inspection" in English. *Khiyar al-ru'yah* refers to the buyer's prerogative to either proceed with or terminate a sale and purchase agreement in a transaction if the products involved have not been physically inspected at the time of the contract. If the

¹⁸ Zainal Fanani, "Perlindungan Hukum Terhadap Hak Konsumen E-Commers Dalam Perspektif Hukum Islam," *AT-Tahdzib: Jurnal Studi Islam dan Muamalah* 2507, no. 1 (2020): 1–9.

¹⁹ Moh. Ah. Subhan ZA., "Hak Pilih (Khiyar) Dalam Transaksi Jual Beli di Media Sosial Menurut Perspektif Hukum Islam," *Akademika* 11, No. 1 (2017).

²⁰ Risna Ayuni Ana and Andriko Andriko, "Tinjauan Hukum Islam Terhadap Pelaksanaan Akad *Khiyar* Pada Jual Beli Online Di Aplikasi Lazada," *Studia Economica Jurnal Ekonomi Islam* 8, No. 1 (2022), p. 1-6.

buyer inspects the products and finds that they do not meet their expectations or desires, they have the right to terminate the sales and purchase agreement.

e. Khiyar ta'yin

Khiyar ta'yin refers to the prerogative of the contracting party to select from among three specific attributes of the goods included in the transaction. This power of choice may pertain to discerning disparities in the quality of the commodities. *Khiyar ta'yin* grants customers the privilege to select things based on their own preferences and the highest quality, free from any external influence or coercion.²¹

Thus, any individual engaged in a transaction of buying and selling has the ability to use the right of *khiyar* in line with the specified circumstances or desires of the contracting party. The purpose of this is to prevent unfairness in transactions.

Correspondingly, the concept of *khiyar* in the Quran is present in QS. Al-Nisa 29 refers to a certain verse in the Quran:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا
أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: O believers! Do not devour one another's wealth illegally, but rather trade by mutual consent. And do not kill 'each other or' yourselves. Surely Allah is ever Merciful to you.

Similar narration is also found in the following hadith:

حَدَّثَنَا سُلَيْمَانُ بْنُ حَرْبٍ حَدَّثَنَا شُعْبَةُ عَنْ قَتَادَةَ عَنْ صَالِحِ أَبِي الْخَلِيلِ عَنْ عَبْدِ اللَّهِ بْنِ الْحَارِثِ رَفَعَهُ إِلَى حَكِيمِ بْنِ
حِزَامٍ رَضِيَ اللَّهُ عَنْهُ قَالَ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا أَوْ قَالَ حَتَّى يَتَفَرَّقَا
فَلَنْ صَدَقًا وَبَيْنَا بُورِكَ لَهُمَا فِي بَيْعِهِمَا وَإِنْ كَتَمَا وَكَذَبَا مُحِقَتْ بَرَكَةُ بَيْعِهِمَا

Meaning: The narration is that Sulaiman bin Harb reported that Syu'bah narrated from Qatadah, who heard it from Salih Abu Al Khalil, who heard it from 'Abdullah bin Al Harith, who attributed it to Hakim bin Hizam, may Allah be pleased with him. Hakim bin Hizam reported that the Prophet Muhammad, peace be upon him, said: "Two individuals engaged in buying and selling have the option to proceed with or cancel the transaction as long as they have not separated." Alternatively, he said: "until they separate." If both parties are honest and transparent in their trade, they will be blessed in their transactions. However, if they hide or deceive, the blessings of the transaction will be nullified. (This narration is reported by Bukhari, Muslim, Abu Dawud, and Turmizi).

²¹ Yulia Hafizah, "Khiyar Sebagai Upaya Mewujudkan Keadilan Dalam Bisnis Islami," *At-Taradhi: Jurnal Studi Ekonomi* 3, no. 2 (2012), p. 165–171.

The right to *khiyar*, as stipulated in the Islamic law, serves to ensure the consent and satisfaction of both parties involved in a transaction. While *khiyar* may introduce uncertainty, it is considered the most effective means of ensuring the parties' contentment. The Islamic law experts agree that *khiyar* grants sellers and buyers the right to choose whether to proceed with or cancel a sale and purchase agreement. This right helps prevent future regrets. The Al-Qur'an does not provide a detailed explanation of the legal basis for *khiyar*, but it does emphasize the importance of conducting asset management in an honest manner.

E-Commerce Transactions in the Islamic Law

Currently, the trend of buying and selling using the internet, called e-commerce, is growing rapidly, involving both Muslims and non-Muslims. Therefore, a discussion was carried out to provide a philosophical and practical normative basis for those who wish to carry out transactions using e-commerce. In general, the concept of e-commerce, namely buying and selling orders for goods, was known and practiced during the early generations of Islam, called *Bai 'as-Salam*, in contemporary times buying and selling orders is carried out via internet. The results of the analysis in UUPK e-commerce transactions do not violate consumer rights at all and if problems occur in e-commerce buying and selling there are *Khiyar* rights in Islam and the principle of giving freedom to parties who agree to form an agreement to determine for themselves the form and content of an agreement. In this way, the parties who make an agreement can regulate the legal relationship between themselves and it is emphasized in Article 1320 of the Civil Code that the conditions for an agreement to occur are the existence of an agreement, skill, certain things and a lawful cause, if all these conditions are fulfilled then electronic commerce is considered legally valid.²²

Despite its advanced nature, this technology does not eliminate the potential for consumer harm. Technological advancements and changes in buying and selling methods can lead to problems that may affect the legal aspects of transactions. In the era of globalization, technology plays a crucial role in facilitating buying and selling procedures, particularly through online transactions. In Islamic economic law, "*Khiyar*" refers to the right to proceed with or cancel a buying and selling process.²³

The *khiyar* component focuses on choice because of damage/defect, where the damage can harm or oppress the parties, and the right to choose is a preventive alternative so that the parties feel comfortable. and justice is manifested in every transaction. In the context of Islamic law, it has a very

²² Ratu Humaemah, "Analisa Hukum Islam Terhadap Masalah Perlindungan Konsumen Yang Terjadi Atas Jual Beli E-Commerce," *Islamicconomic: Jurnal Ekonomi Islam* 6, No. 1 (2015).

²³ Risna Ayuni Ana and Andriko Andriko, "Tinjauan Hukum Islam Terhadap Pelaksanaan Akad *Khiyar*...", p. 1-6.

strategic role in maintaining the interests, transparency, benefit, and willingness of both parties in conducting transactions and protecting them from losses and losses for all parties. This shows concern for fairness in transactions as an effort for the common good to protect the rights of the parties.²⁴

Conventional stores are increasingly using digital marketing to adapt to the growing trend of digital technology. This is because people's needs are now being fulfilled through digital applications. E-commerce has proven to be beneficial for the Indonesian economy, especially during the COVID-19 pandemic, as there has been a significant increase in consumer visits to e-commerce platforms. Online shopping is preferred by consumers due to its practicality and effectiveness in terms of cost, energy, and time. The growth of e-commerce can also contribute to economic development by providing opportunities for micro and small entrepreneurs. It is important to note that the legal principles governing online buying and selling are similar to those of traditional buying and selling, including the As-Salam contract which is permissible in Islamic law.²⁵

The concept of e-commerce buying and selling creates an agreement between the parties to provide an achievement. According to Islamic law, buying and selling is a voluntary exchange of property or the process of transferring property rights to another person with compensation or certain rewards. E-commerce buying and selling is legally permissible, if it complies with the rules of *fiqh* in the basic principles of *muamalah* transactions and its requirements as long as it is not prohibited by *sharia* or contrary to the propositions. There is a significant influence between buying and selling using e-commerce on business income in Small and Medium Enterprises, for example in the culinary sector in an area with development in a positive direction. Buying and selling using e-commerce has a positive and significant effect on competitive advantage and determinant tests, so the majority of buying and selling using e-commerce has a significant influence on business income in Small and Medium Enterprises.²⁶

E-commerce transactions are subject to regulation under Islamic law, requiring sellers and buyers to adhere to these regulations. The Imam Syafi'i Madzhab provides guidelines on how to properly conduct buying and selling, including online transactions through various platforms. According to the Imam

²⁴Abdi Wijaya, et.al., "The Implementation of E-Commerce Consumer Option Rights (Khiyar) in Realizing Transaction Justice: A Study of Maqasid Al-Shariah," *Manahij: Jurnal Kajian Hukum Islam* 17, No. 1 (2023).

²⁵ M. Sya'Rani Machrizzandi, "Persepsi Hukum Jual Beli Melalui Aplikasi E-Commerce Di Masa Pandemi Covid-19 Berdasarkan Perspektif Islam," *Journal Pegguruang Conference Series* 4, No. 1 (2022), p. 472.

²⁶ Fuziah. A., "Pengaruh Jual Beli Menggunakan Sistem E-Commerce Terhadap Pendapatan Usaha Mikro Kecil Menengah Di Kecamatan Pasir Limau Kapas," *Mutlaqah: Jurnal Kajian Ekonomi Syariah* 3, No. 2 (2023), p. 166-177.

Syafi'i school of thought, buying and selling through online shops is permissible if certain criteria are met. However, if the transaction fails to meet conditions such as unclear specifications or quantity of goods, it is not allowed.²⁷

The table below presents examples of items and services that are commonly bought and sold through e-commerce in Indonesia, including clothing, footwear, handbags, watches, and plane tickets:

Table 1: E-Commerce Goods

No	Product	Percentage
1	Clothes	67,1 %
2	Shoes	20,2 %
3	Bags	20 %
4	Watches	7,6%
5	Airline Tickets	5,1%
6	Handphone	5,1%
7	Accessories	2,8%
8	Transportation	2,8%
9	Cosmetics	2,3%
10	Books	1,8%

Source: Aprilia, 2021.

Some of the mentioned items can be paid for through digital transactions. For instance, bill payments can be made by transferring funds through ATM, I-Banking, M-Banking, or by using minimarkets like Indomart and Alfamart. ShopeePay Later, in accordance with the Islamic law, follows the pillars and terms of sale and purchase. According to DSN-MUI No:110/DSN-MUI/IX/2017, non-cash sale and purchase prices may differ from cash prices, allowing for price variations in certain online platforms. This type of transaction involves delayed payment, similar to delayed delivery in traditional buying and selling. However, imposing a 5% late payment fee is considered usury, which is prohibited or haram.²⁸

***E-Commerce* transaction in the Islamic Economy Law Perspectives**

E-commerce transactions occur between business entities and consumers through online platforms or technological means to facilitate buying and selling agreements. E-commerce can involve two parties, either business organizations

²⁷ Swanty Maharani and Akhmad Yusup, "Analisis Pendapat Madzhab Imam Syafi'i tentang Jual Beli Pesanan dan Implementasinya pada E-Commerce Shopee," *Jurnal Riset Ekonomi Syariah* (2022).

²⁸Dirah Nurmila Siliwadi, "Jual Beli Online Menggunakan Kredit ShopeePay Later: Kajian Hukum Ekonomi Syariah," *Al-Amwal: Journal of Islamic Economic Law* 7, No. 1 (2022), p. 50-69.

and sellers, or consumers and buyers. It is a network-based system that utilizes technology to connect business individuals.²⁹

E-commerce refers to the digital business processes conducted between companies and consumers using the internet, websites, and applications. It involves buying, selling, and delivery services. E-commerce encompasses transactions of goods between various entities, such as companies, households, communities, governments, and organizations, facilitated by computer networks.³⁰

E-commerce refers to all types of transactions conducted by the general public using technology. The integration of technology in the buying and selling process simplifies transactions for all parties involved. Essentially, electronic transactions mirror those conducted in the physical world, with sellers, buyers, and goods or services being exchanged. The only distinction is the use of technology as an intermediary, eliminating the need for direct face-to-face interaction between the parties involved.

E-commerce trading is a component of the digital lifestyle that enables individuals to engage in purchasing and selling activities without being constrained by physical location or time restrictions.³¹ In order to effectively compete in e-commerce trading, it is essential to consider the following key factors:

- a. An accessibility of cost-effective and competitive prices;
- b. A procurement of prompt, efficient, and amiable services;
- c. Furnish comprehensive and unambiguous details regarding the product and service;
- d. Diverse incentives such as vouchers, exclusive promotions, and price reductions;
- e. A devotion of a particular attention to buying proposals;
- f. The establishment of a communal forum for discourse and soliciting feedback from customers;
- g. The Facilitation of trade operations.

E-commerce implementation can be categorized into two forms: business-to-business (B2B) and business-to-consumer (B2C). E-commerce facilitates efficient business transactions, even across long distances and international borders.³²

²⁹Muhammad Nizar, "Pendekatan Komprehensif E-Commerce Prespektif Syariah," *Perisai Islamic Banking and Finance Journal* 2, No. 1 (2018), p. 77.

³⁰Decky Hendarsyah, "E-Commerce Di Era Industri 4.0 Dan Society 5.0," *Iqtishaduna* 8, No. 2 (2019), p. 171-184.

³¹Muchlisin Riadi, "Perdagangan Elektronik (E-Commerce)," <https://www.kajianpustaka.com/2013/04/perdagangan-elektronik-e-commerce.html>,

³²Ummal Khoiriyah, "E-Commerce Dalam Hukum Islam: Studi Analisis Atas Pandangan Abdul Halim Barkatullah Dan Teguh Prasetyo," *Istidlal* 2, No. 2, (2018), p. 121.

The development of e-commerce cannot be separated from the growth of internet users in the society. The use of the internet has become an effective medium for business people in carrying out transactions. E-commerce is a modern business model of non-fice (not physically present) and non-sign (not using a real signature). The presence of e-commerce allows the creation of healthy competition between small, medium and large companies in capturing market share. In Indonesia, this e-commerce phenomenon has been known since 1996 with the emergence of the site <http://www.sanur.com/> as the first online bookstore. Throughout 1997-1998 the existence of e-commerce in Indonesia was somewhat neglected due to the economic crisis. The development of internet technology, which has an increasingly wider reach, has had a real impact on the development of e-commerce, this can be seen by the presence of various startups, websites and online shops that are so easy to get. In the 2010s, one by one e-commerce in Indonesia began to appear as a transaction platform, one of which was *Go-Jek*. An application that initially only delivered and picked up customers. However, now the features have increased, including ordering food and providing services for electricity bills, telephone and so on. The emergence of *Go-Jek* was an inspiration for the emergence of various e-commerce such as *Shopee*, *Tokopedia*, *Bukalapak* and so on.

The application of *khiyar* in e-commerce, which is currently advancing, can be classified as *khiyar majlis*, referring to the buying and selling that takes place in separate locations. This is made possible by technological advancements that enable communication and transactions to occur online. Consequently, both parties involved in online transactions can be considered part of the same assembly. The increasing number of virtual meetings and decisions made in this context can be seen as a manifestation of modern culture.

According to the Islamic economic law, the practice of *khiyar* or e-commerce buying and selling is not in conflict. This is supported by references in the Qur'an, hadith, and various rules in the Islamic law. One such rule is *al 'adatu muhakkamah* (الْعَادَةُ مُحَكَّمَةٌ), which states that the customs of a community can serve as legal justification. If a society deems something to be good and proper, it can be considered legally acceptable as long as it does not contradict *Sharia*. Additionally, the principle "basically all *muamalah* can be done, unless there is an argument that forbids it" applies. This principle allows for permissibility in *muamalah*, unless there is a clear argument that explicitly prohibits it. It serves as the fundamental basis for determining laws related to *muamalah*.³³

Although there are possibilities for implementing *khiyar* rights in e-commerce transactions, the majority of sellers have not actually done so. This is

³³Abidin Nurdin, et.al., "Tujuan Hukum Islam untuk Kemaslahatan Manusia: Penerapan Kaidah Fiqhiyah dalam Bidang Ekonomi dan Hukum Keluarga," *El-Usrah: Jurnal Hukum Keluarga* 5, No. 1 (2022).

due to a combination of sellers prioritizing material profit over consumer satisfaction and a lack of public awareness about the rights that both buyers and sellers have in such transactions.³⁴

E-commerce transactions through pre-order online shops involve consumers providing evaluations of the goods being transacted. These evaluations can be expressions of satisfaction, disappointment, or complaints, which fall under the category of *khiyar majlis* as they are part of the same transaction. If consumers request an exchange or return due to a defect, the option of *khiyar Aib* is implemented.³⁵

According to the rules of *fiqh*, all forms of *muamalah* transactions are considered permissible unless they are explicitly prohibited in *sharia* or contradicted by valid arguments. Therefore, transactions conducted through technological means, such as e-commerce, are allowed. This is justified by the principle of *maslahah*, which permits the utilization of technological advancements as long as there are no harmful deviations for the parties involved in the transaction. However, if there is fraudulent activity that results in loss for one of the parties, then the transaction is considered *haram* (unlawful).

E-commerce transactions conducted digitally, without face-to-face interaction between the seller and buyer, present a challenge in terms of the suitability and validity of the contract from an Islamic economic perspective. According to this perspective, e-commerce transactions align with the general sales and purchase contracts in the Islamic law, as stated by contemporary scholars in their fatwas. These transactions are deemed compliant with *Sharia* law and do not harm either party involved. Therefore, the application of buying and selling *khiyar* in e-commerce can be carried out in accordance with the principles of the Islamic law, including the Quran, hadith, and the opinions of scholars, as well as the *fatwa* of the Indonesian *Ulema* Council.

Conclusion

Globally, economic growth supported by e-commerce buying and selling is increasing and has a positive impact on economic growth in Indonesia. The principle of *khiyar* is chosen to continue or cancel a transaction which applies generally to buying and selling transactions, including buying and selling in e-commerce. The application of *khiyar* in e-commerce buying and selling transactions according to the Islamic law is permissible, if it meets the requirements and pillars of buying and selling, for example: it is honest, fair and there is no element of fraud, but if there is harm to one of the parties then the buying and selling is unlawful. Apart from that, there is a rule in the

³⁴ Galuh Tri Pambekti, Tinjauan Hukum Islam Terhadap Pelaksanaan Khiyar pada Jual Beli On-Line di Indonesia,” *Jurnal Akses* 12, No. 24, (2017).

³⁵ Dafiqa Hasanah et.al., “Konsep Khiyar Pada Jual Beli Pre Order Online Shop Dalam Perspektif Hukum Islam,” *Iqtishoduna* 8 No. 2, (2019).

Islamic law that "the original law of all forms of *muamalah* transactions is permissible, as long as there are no prohibitions with contradictory arguments," as well as "*al-adatu muhakkamah*," which means custom or habit can be used as a legal basis. The contract and payment mechanism in e-commerce transactions is considered to be in accordance with general sales and purchase contracts in Islamic economics, because it is also in line with the opinion of the ulama in the *fatwa* of the Indonesian *Ulema* Council that e-commerce transactions do not violate the *Shari'a* and do not harm both parties. Then, from an Islamic economic perspective, buying and selling with e-commerce transactions can improve the nation's economy and help middle economic communities, making transactions easier, so that the value of the benefits and benefits are in accordance with the Islamic economic principles.

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