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# Implementation of Salam Contracts in the Sharia Principles Framework: Surveys and Prospects in the Field

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**Abstract:** *This study aims to explore the implementation of the salam contract in the view of Sharia and analyze its prospects in the context of practice in the field. The research method used was a survey study involving participants consisting of religious experts, Islamic finance practitioners, and the general public. Data was collected through questionnaires and interviews to gain a comprehensive understanding of their views on the greeting contract. A qualitative analysis was conducted to understand the implications of sharia and the practical prospects of implementing the salam contract. The results showed that the Salam contract can be implemented by taking into account relevant sharia principles, such as fairness and clear legal provisions. However, challenges may arise regarding uniform understanding and the need for appropriate regulation to facilitate widespread practice in the field. The prospect of implementing the contract of greetings in financial and trade transactions promises more inclusive and sustainable economic sustainability under Sharia principles. This research provides a deeper understanding of the relevance and potential of the salam contract in the context of Islamic economics and provides a foundation for further development in its practice in the field.*

**Keywords:** *implementation, salam contracts, sharia, principles, surveys and prospects.*

## INTRODUCTION

The concept of the salam contract is one of the Islamic financial instruments that is of concern in Sharia studies and Islamic economic practices. This agreement has its uniqueness in the transaction mechanism that involves buying and selling with advance payment for goods that will be received at a later date. However, the use of greeting contracts in economic practice still raises various problems and challenges that need to be solved. Therefore, this study aims to investigate various aspects related to the concept of sharia contract from a sharia perspective and evaluate the prospects for its implementation in the field. In this introduction, a literature survey will be described on the concept of salam contract in the view of sharia, accompanied by an exploration of the prospects for its implementation in the real world [1], [2].

Especially now, we have entered the Industrial Revolution Era 4.0 where there is a shift from digitally connected business supply chains to simpler. This phenomenon does not only occur globally but also becomes a necessity for the Indonesian nation. The rapidly increasing use of the Internet has also significantly impacted economic growth. Business growth, both online and through a transformation from conventional business to digital, has become striking. Online business, especially e-commerce (buying and selling transactions via the Internet), is currently experiencing rapid development. Not only the trade sector but also the information media sector has made significant progress. According to research conducted by Google entitled e-Conomy SEA, the number of internet users in Indonesia ranks as the largest in Southeast Asia, where out of a total of 350 million internet users in the region, 150 million come from Indonesia. Survey data from Asosiasi Penyelenggara Jasa Internet Indonesia (APJII) in the 2022-2023 period, it was noted that internet users in Indonesia reached 215.63 million people, an increase of 2.67% compared to the previous period which recorded 210.03 million users [\[1\]](#), [\[2\]](#).

The impact of the Industrial Revolution 4.0 in the economic sector has increased, where the trade sector and MSMEs have increased rapidly. Online business does not necessarily have a positive impact on business development, which provides opportunities for entrepreneurs, both beginners and long-time business players, but online businesses also have another side like two sides of the coin. Online business also has a negative impact in the form of fraud both from business people and consumers, competitors, fraudsters and hackers [\[3\]](#).

Companies that can provide network infrastructure for the Internet industry are companies that are declared ready to welcome the Industrial Revolution 4.0 where the company can build a production ecosystem based on the concept of Industry 4.0. For developing countries, the Industrial Revolution 4.0 helps make supply chains simpler. How to shape the Industrial Revolution 4.0 by creating technology with a new approach that can combine the physical, and digital world in a fundamental way that can change human behaviour, this is the biggest challenge [\[4\]](#).

This comes from the use of technology and the internet in people's daily lives. In today's digital era, everything becomes instant and easy, such as easy and fast access to information from various parts of the world. This convenience ultimately affects changes in people's lifestyles. One concrete example is the shift in people's business activities towards the digital realm. This is due to the ability of digital or online businesses to reach consumers wherever they are. Online marketplace, which is a term for online marketplaces as a transaction platform between businesses and consumers, includes platforms such as Shopee, Lazada.co.id, Jd.id, Blibli.com, and so on [\[5\]](#), [\[6\]](#).

The marketplace in Indonesia is one of the driving forces of the social economy in facing the challenges of globalization that we are currently experiencing. Therefore, it is expected that the development of the marketplace can continue to increase. This platform presents a variety of products according to people's daily needs, including food, fashion, electronic devices, and others, at competitive prices. The growth of the marketplace is increasingly rapid due to the ease of access and adequate infrastructure support, which ultimately encourages public enthusiasm for the existence of the marketplace. Badan Koordinasi Penanaman Modal (BPKM) noted that the value of investment in the digital market sector reached USD 5 billion in 2020, making the marketplace the top choice in the economic sector that is in demand by people today [\[7\]](#).

The Islamic marketplace emerged in response to many factors and needs in society that considered it important to have an e-commerce platform that was aligned with Islamic Sharia principles. For most Muslims, adherence to the principles of Islamic sharia has a high significance, especially in the context of economic transactions. They

want to make sure that the products and services they sell or buy comply with Islamic law. Therefore, they are looking for an e-commerce platform that can provide assurance that every transaction they make will follow Sharia principles [8].

Muslim consumers who are aware of their religious values are increasingly looking for products and services that are halal and follow Sharia principles. It covers various sectors such as food, clothing, home appliances, and other products. Islamic marketing platforms are a place for these consumers to easily find products that suit their needs. This marketplace is subject to strict regulations to ensure that all products and services provided meet sharia standards. This move not only provides a sense of security to consumers but also increases trust in the platform [9].

One of the sharia marketplaces in Indonesia is As-Salam Market. As-Salam Market Semarang is a digital platform that focuses on trading following the principles of Islam and the halal market. As-Salam Market Semarang acts as an intermediary between producers, distributors, and consumers. They help producers reach a wider market with their Sharia products and use Sharia-compliant sales contracts. As-Salam Market Semarang has developed into a digital platform that is in demand by the Muslim community. The growth of merchants and buyers is not only in terms of quantity but also because many of them have become loyal to the platform. The turnover growth rate shows a fairly good number, starting from the beginning of its release in October 2021, it only recorded 431 transactions, while in August 2023 it recorded 3.815 transactions [10].



**Figure 1. Akad Salam in Islam**

The awareness and interest of the Muslim community towards halal products and the concept of Sharia contracts has increased. The increase has also had a positive impact on the Sharia marketplace, which helps people make transactions and consumption without worrying about violating Sharia principles. Because marketplace users involve individuals, small entrepreneurs, and large-scale entrepreneurs, special attention is paid to ensuring that digital economic activities follow Sharia principles, considering the large role of marketplaces in the economy. The awareness, interest and needs of the community towards the Sharia marketplace are what then encourage As-Salam Market Semarang to develop during technological development challenges while still complying with sharia principles. As-Salam's Market position as a digital platform brings together unusual supply and demand. Because buying and selling that occurs between merchant and users is not done physically, but digitally [11].

Buying and selling transactions are an integral part of muamalah, where currently buying and selling activities attract significant attention from the global community. Buying and selling are now not only geared towards meeting daily needs but have evolved into a way to achieve personal satisfaction and achieve substantial financial returns. Every activity related to muamalah aspects requires clear regulations so that in carrying out various transactions there is no fraud between parties that can harm others. One form of buying and selling activities is buying and selling orders or greetings. This is an agreement to order goods with agreed criteria, as well as cash payments made at

the time the agreement is executed. Through this agreement, both parties can benefit without any element of fraud or gharar (adverse uncertainty). All activities related to the muamalah aspect require a clear rule so that in carrying out various transactions there is no fraud between the parties that can harm others. One form of buying and selling is buying and selling orders or greetings. That is the contract to order an item with agreed criteria and with a cash payment at the time the contract is implemented. By using this contract both parties benefit without any element of deception or gharar (luck). This sale and purchase of greetings is what happens inside As-Salam Market. Where users order goods according to certain specifications from the seller. Payment is made in cash via the transfer method, then the merchant will send the ordered goods as desired by the user to the agreed address [12].

The foundation of the Qur'an and Hadith is the starting point of all life activities including economic activities. Therefore, the operation of the Islamic market mechanism (buying and selling) must also be based on the norms contained in the Qur'an and Hadith. Shafi'iyah and Hanabilah scholars explain that a greeting is an agreement on an order for goods of certain specifications, the delivery of which is suspended until a certain time, with payment made in cash when the agreement is executed. Malikiyya scholars state that a greeting is a sale and purchase agreement in which payment is made in advance (cash), while the object of the order is handed over at a predetermined time. According to Rosalinda, greetings are a form of buying and selling transactions. In the Hijaz (Medina) language, the term is a greeting, while in Iraq, it is called salaf. Linguistically, salam or salaf means: "Moving capital and driving goods". Thus, buying and selling greetings can be interpreted as "buying and selling orders," where the buyer buys goods with certain criteria and hands over the money first, while the goods are handed over at a predetermined time [13]. DSN-MUI in its fatwa explained that Salam is the buying and selling of goods by ordering and paying prices in advance with certain conditions.

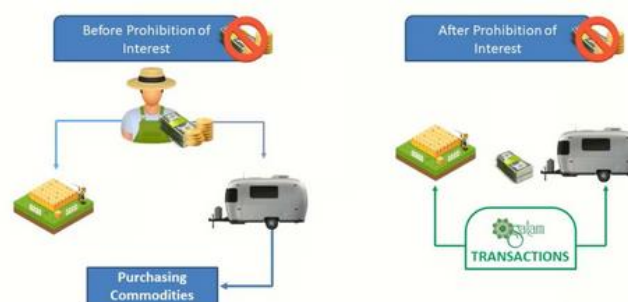


Figure 2. Illustration of Akad Salam

## LITERATURE REVIEW

The theoretical framework is used to analyze data or facts related to Akad Salam following the fatwa MUI concerning Akad Salam. The use of Fatwa DSN MUI as a benchmark cannot be separated from the function of DSN MUI as a special institution established by MUI which aims to determine fatwas on systems, activities, products and services in Islamic economic, financial and business institutions and supervise their implementation to grow business finance in Indonesia. Fatwa DSN MUI, As a guideline for the public, financial institutions, and government, is used to regulate transactions and practices following sharia principles. Islamic economic law fatwas related to operations in the Islamic financial and business industry, stipulated by DSN-MUI, are then adopted and used as formal references by regulators in determining the rule of law. After this process is passed, taqnin or law enforcement is already underway. This means that legal products issued by regulators or governments have binding legal force for actors or operators in the Islamic financial and business industry [14].

**Table 1. Literature Review of Akad Salam Concepts in Shariah View: Survey and Prospects in the Field**

Source	Key Findings	Survey in the Field	Prospects in the Field
El-Gari, M. A.	Akad salam is a sale and purchase agreement with advance payment, but the goods are handed over later.	The majority of respondents expressed a lack of understanding of the greeting contract.	Further counselling and education are needed about the concept and implications of the greeting contract.
Hassan, Z.	Akad salam is permissible in Islam, but with certain conditions that must be met.	The majority of respondents do not understand the mechanism of implementing the greeting contract.	Training and guidance are needed for business actors to be able to implement the greeting contract effectively.
Ibrahim, M.	The concept of akad salam aims to ensure justice and well-being in Islamic business transactions.	Some respondents doubted the validity of the greeting contract in practice.	The a need to strengthen regulations and supervision in the implementation of greeting contracts to prevent abuse.
Joseph, M. A.	Akad salam can be a profitable alternative financial instrument for business actors and investors.	Some respondents expressed interest in developing products based on greeting contracts.	Opportunities for the development of Islamic financial products based on salam contracts need to be explored further.

The table above summarizes some of the main findings from various sources related to the concept of sharia contracts, the results of surveys in the field related to the understanding and implementation of salam contracts, and prospects for the development and application of salam contracts in the business world.

## METHODOLOGY

This research is a type of empirical research, which is research whose data is taken from the field. This study uses data sources as follows: 1. Primary sources are the main data sources used as a reference in conducting research. The primary source of data in this study is Fatwa DSN MUI concerning Akad Salam [15]. 2. Secondary sources are supporting data used in research. Secondary sources in this research are in the form of scientific works such as books, theses, journals, and literature text articles about greetings and their practice on digital platforms.

The data collection used in this study is literature review techniques, documentation and interviews. The literature review is carried out by collecting and selecting data from books, journals or articles related to research. Documentation is carried out to collect data derived from documents. A document is a record of past events or written history and can also be known as an official letter in the form of writing, pictures or works known by someone. The interview was conducted with the As-Salam Market Semarang directors. This study uses books that discuss the problem of marketplace transactions according to the fatwa of DSN MUI regarding the contract of greetings, marketplace and Onlineshop [16].



**Table 2. Qualitative Research Methods on the Concept of Akad Salam in Sharia View: Survey and Prospects in the Field**

No.	Research Aspects	Description
1.	Background	Explaining why the concept of akad salam is important in the perspective of sharia and its relevance in the context of Islamic economics.
2.	Problem Statement	Identify the key questions to be answered through this research, such as: How is the contract of greetings understood in Islamic sharia? What are the implications in the practice of Islamic economics? What are the pros and cons of using a greeting contract? And so on.
3.	Research Objectives	Explain the purpose of this study, for example: to understand the concept of the greeting contract in depth, analyze its implementation in economic practice, evaluate its potential success, and so on.
4.	Research Methods	
	Approach	Kualitatif
	Data Collection Techniques	Literature study: Gather information from relevant primary and secondary sources, including books of fiqh and Islamic economic literature.
		- Interviews: Conduct interviews with Sharia experts, Islamic economic practitioners, and relevant stakeholders to gain deep insight into the concept of the salam contract and its use in the field.
5.	Data Analysis	- Observation: Observe the practice of greeting contracts directly in Islamic markets or financial institutions to understand their implementation and the challenges faced.
		The data analysis process will involve:
		- Classification and grouping of data based on key themes emerging from interviews, literature studies, and observations.
		- Interpretation: Analyze the meaning of the data collected and associate it with the concept of akad salam in Islamic sharia.
6.	Prospects in the Field	- Conclusion: Draw relevant conclusions from data analysis against the research question and research objectives.
		Presenting the potential application and development of the concept of salam contract in Islamic economic practice, as well as evaluating its prospects in increasing financial inclusion and sustainability of the Islamic economy.
7.	Reference	A list of sources used in the study, including books, journal articles, fatwas, and related official documents.

This table covers various aspects relevant to designing and carrying out qualitative research on the concept of Sharia contract from the Sharia perspective, as well as its potential applications in the field. This kind of research can provide valuable insights for Islamic economic practitioners, researchers, and other stakeholders in understanding and developing economic practices that follow sharia principles.

## RESULT AND DISCUSSIONS

Sale and purchase greetings are a sale and purchase agreement for ordered goods between buyers and sellers. At the beginning of the agreement, the specifications and order of the goods must have been approved, and payment must be made in full in advance. Wahbah Az Zuhaili explained that greetings are buying and selling transactions carried out with deferral, with characteristics described during the agreement. The delivery of goods is carried out in the future, while payment must be made at the beginning of the agreement and in cash. Contract salam has special criteria, such as cash payment at the time of contract, therefore, the transaction of salam is also referred to as as-salaf. The delivery of goods is carried out at the agreed time during the contract [17], [18].

As an illustration, in a transaction of buying and selling batik clothes with size L, payment is made in cash, and the goods received by the buyer follow the order, namely batik clothes with the requested motif and size. In this case, the characteristics of the goods, namely the size L and the batik motif according to the order, have been fulfilled, so that the contract can be considered valid at that time [19].

Thus, the contract of greetings has special criteria when compared to other witnesses, among others:

- a. Payment is made at the time of the contract and cash, therefore transaction salam is also called as-salaf.
- b. Handover of goods is carried out at a predetermined time at the time of the contract.

Secretary of the Fatwa Commission DSN MUI, Hasanudin, explained that in the greeting contract, the goods are Mitsui (must have existed before or there were previous examples). Meanwhile, in the istishna contract, goods are qiimi (intangible), so they need to be made first before being handed over to the buyer or buyer [20].



**Figure 3. Fatwa of DSN-MUI on Akad Salam**

### Harmony and Terms of Greetings

- a. Parties Involved

The pillars of the contract of greeting involve Muslims (orderers of goods or buyers) and Muslims (givers of goods or sellers). The requirements involve being puberty, being reasonable, striving to fulfil obligations in the transaction without pressure, and being inadequate financial state.

- b. Ijab Qabul

The first step in the contract of greeting is ijab qabul or shighat, where both parties must be in one assembly of contracts, and ijab and qabul must correspond.

- c. Down Payment

Panjar money or rasul mail is the third element in the pillars of the contract of greetings, indicating that the amount of money given follows the agreement and must be clear. Like for example 10,000 rupiah, or if not money, there must be clarity about the size, for example paying with 500 grams of rice.

d. Muslim Fii

The last pillar is the existence of ordered goods or Muslim fiih, which includes clarity about the goods to be exchanged, such as size, quantity, model, and colour, to prevent errors and conflicts [21].

### Terms of Contract Salam

To ensure benefits for the seller and buyer, several conditions need to be considered, such as payment according to the agreement, the seller's obligation to provide the goods that have been paid, delivery of the goods according to the agreed time, clear information about the goods to avoid misunderstandings, and mention of the address where the goods will be received. An example of the modern practice of greeting contracts is online shopping, where the buyer pays before receiving the product, with clarity regarding the form of the product and delivery within a few days [22].

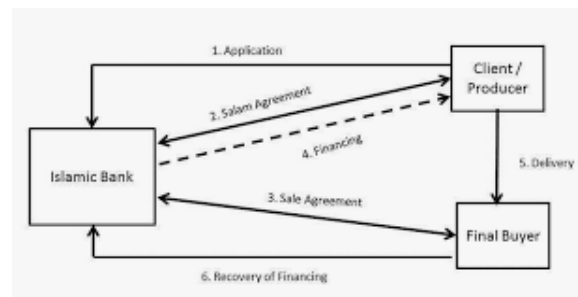


Figure 4. Akad Salam Process

### Sharia Economic Law

Dewan Syariah Nasional Majelis Ulama Indonesia (DSN MUI) shows itself as the primary authority in the context of Sharia economics on a variety of grounds involving authority, Islamic legal perspectives, and its role in shaping economic guidelines. As part of Majelis Ulama Indonesia (MUI), DSN has a respected standing within the framework of knowledge of Islamic law. Thus, the views and fatwas issued by DSN MUI are recognized as official and authoritative views on Sharia economic issues.

DSN MUI It was established to provide views and guidelines for Islamic law in various aspects of life, including in the economic realm. Opinions and fatwas issued by DSN MUI are based on Sharia principles, such as the prohibition of usury, fairness in transactions, and clarity of information. The importance of DSN MUI in the Indonesian context is seen in consideration of the local context. This is recognized because the economy and culture of each country can be different, and the resulting views of Islamic law must reflect the reality and needs of the Indonesian people. Before issuing fatwas, DSN MUI involves a process of consultation and in-depth study involving Islamic scholars, scholars, and economists. This process ensures that the resulting views do not just come from one point of view, but are the result of collective reflection and discussion [23].

DSN MUI trying to reach a mutual agreement in issuing a fatwa, giving more legitimacy and power to the views produced because they reflect the views of the majority of scholars and experts involved in the fatwa-making process. With a combination of religious authority, consistency with Sharia principles, in-depth studies,



consultation, mutual agreement, and its ability to adapt to change, DSN MUI has become a trusted and respected Sharia economic reference in Indonesia.

### **Fatwa About Contract Salam**

The establishment of the National Sharia Board (DSN)-MUI on February 10, 1999, following MUI Decree No. kep-754/MUI/II/1999, refers to an institution that acts as a reservoir for various cases or problems faced by the Dewan Pengawas Syariah (DPS) in the economic realm. One of his duties and authorities is to issue fatwas. In addition, DSN also serves as a measure of the coordination and efficiency of scholars in handling issues related to financial or economic problems. Therefore, DSN has a role and utility in supervising and determining the implementation of Sharia principles in Islamic financial institutions or Islamic banking.

Majelis Ulama Indonesia (MUI), often referred to as MUI is a religious institution involving fiqh experts, scientists, and scholars. One of his main tasks was to issue fatwas. The legal product of MUI, which is in the form of a legal fatwa, is an initiative deliberately issued to provide solutions to various problems that have never existed in the framework of classical fiqh or contemporary issues that arise today [22].

Dewan Syariah Nasional (DSN)-Majelis Ulama Indonesia (MUI) can be interpreted as a Sharia institution established by MUI to handle problems related to the activities of Islamic financial institutions, including Sharia cooperatives, Sharia banking, and the like. Dewan Syariah Nasional (DSN)-Majelis Ulama Indonesia (MUI) was established on February 10, 1999, to become an entity handling problems faced by Dewan Pengawas Syariah (DPS) in the realm of the economy. DSN has responsibilities and authorities, including the issuance of fatwas related to financial and economic aspects, as well as playing a role in supervising and determining sharia principles in Islamic financial institutions or Islamic banking. MUI, as a religious institution with members of jurisprudence, scientists, and scholars, is tasked with issuing legal fatwas in response to various problems, both classical and contemporary. DSN-MUI can be interpreted as a Sharia board established by MUI to handle issues related to Islamic financial institutions, including Sharia cooperatives and Sharia banking [24].

DSN-MUI has a unique role as the only institution mandated by law to issue fatwas in the Islamic economic sector. This is manifested in Article 1 paragraph (12) of Law No. 21 of 2008 concerning Sharia Banking. The article confirms that Sharia Principles in banking activities are based on fatwas issued by institutions that have the authority to determine fatwas in the field of sharia. Although it does not explicitly mention DSN-MUI, its practice shows that DSN-MUI is the institution that issues the fatwa in question and is always a reference for Islamic banks in carrying out their operations. As an institution that has the authority to make fatwas in the domain of Islamic economics, DSN-MUI has several duties and authorities [25]. In the Basic Guidelines of DSN-MUI contained in Chapter IV of the Decree Dewan Syariah Nasional-Majelis Ulama Indonesia, the duties and authorities of DSN-MUI were as follows:

- A. The National Sharia Council is in charge of:
  - 1. Fostering the application of sharia values in economic activities in general and finance in particular.
  - 2. Issue fatwas on types of financial activities.
  - 3. Issue fatwas on Islamic financial products and services.
  - 4. Supervise the implementation of fatwas that have been issued.
- B. The National Sharia Council is authorized:
  - 1. Issue fatwas binding on the Sharia Supervisory Board in each Islamic financial institution and form the basis for legal actions of related parties.

2. Issue fatwas that form the basis for provisions/regulations issued by competent institutions, such as the Ministry of Finance and Bank Indonesia.
3. Provide recommendations and/or revoke recommendations for names who will sit on the Sharia Supervisory Board at a Sharia financial institution.
4. Invite experts to explain an issue needed in the discussion of the Islamic economy, including domestic and foreign monetary authorities/financial institutions.
5. Warning Islamic financial institutions to stop deviations from fatwas issued by the National Sharia Council.
6. Propose to the competent authority to take action if warnings are not heeded.

The format of fatwas does not always follow the pattern of questions and answers as is commonly encountered. In many cases, especially in Indonesia, the fatwa format often adopts the format of a decree. In this type of fatwa letter, fatwas are numbered and sometimes accompanied by a title, then followed by consideration and ending with the fatwa itself. Considerations contain considerations underlying the issuance of the fatwa, the arguments in favour of the fatwa, and the sharia basis on which the fatwa is based. Such a format is generally issued by an institution that involves many muftis together, and therefore, the fatwa has a more official appearance. Thus, this type of fatwa letter does not contain questions from the questioner, and perhaps this fatwa was issued not because there was a direct question from the questioner to the mufti, but perhaps because it was motivated by the initiative of the mufti themselves after meeting many questions in the community about the matter concerned. Fatwas from Dewan Syariah Nasional (DSN) follow this format, as seen in the National Sharia Council Fatwa Association. The content of the fatwa then became part of the doctrine of Islamic law (fiqh) [26].

### **Fatwa Drafting Process**

DSN-MUI has also made guidelines for establishing a fatwa as stipulated in the Basic Guidelines and Household Guidelines mentioned above, which are as follows:

- a. The Daily Implementing Agency receives legal proposals or questions regarding a product of Islamic financial institutions. Proposals or questions are addressed to the secretariat of the Daily Executive Agency.
- b. The Secretariat headed by the Secretary no later than 1 (one) working day after receiving the proposal/question must submit the problem to the Chairman.
- c. The Chairman of the Daily Executive Board together with members and expert staff must make a special memorandum containing a review and discussion of a question/proposal.
- d. The Chairman of the Daily Executive Board then brought the results of the discussion to the Plenary Meeting of the National Sharia Council for approval.
- e. The fatwa or memorandum of the National Sharia Council shall be signed by the Chairman and Secretary of the National Sharia Council.

Kanny Hidayat states that in the process of making fatwas, Dewan Syariah Nasional (DSN) adopts four sources of law that have been agreed upon by Sunni scholars, namely the Qur'an, al-Hadith, Ijmak, and Qiyas. In addition, DSN also often takes one of the sources of law that is the object of dissent, namely: Istihsan, Maslahah Mursalah, Istishab, Sadd al-Zariah, Urf, Mazhab Sahabi, and Shar'i Man Qablana [27].

DSN will refer to famous books of jurisprudence from the classical schools (Hanafi, Malik, Shafii, Hambali) as well as contemporary books of jurisprudence. If a view is found that justifies an act of muamalah and differs from the majority (jumar), DSN

argues that it can be recognized. The basis of this approach is the rule of muamalah law which states that all actions in the field of muamalah are permissible unless there is a proposition that expressly prohibits it. An example of a fatwa that is only supported by a minority view can be seen in the fatwa regarding the non-cash sale of gold [28].

### Fatwa about Contract Salam

Sharia Law Foundation

Word of God QS. al-Nisa' [4]: 29:

...يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُم بَيْنَكُم بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ

“O believers! Do not eat one another (take) each other's property in a false way, except through business which takes place voluntarily among you...”.

Word of God QS. al-Ma'idah [5]: 1:

... يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

“O believers! Fulfill those covenants...”.

Hadith of Prophet Muhammad SAW:

عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ رَضِيَ اللَّهُ عَنْهُ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ قَالَ: إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ،  
(رواه البيهقي وابن ماجه وصححه ابن حبان)

It is from Abu Sa'id Al-Khudri that the Prophet (peace be upon him) said, "Indeed, buying and selling must be done consensually." (Narrated by al-Baihaqi and Ibn Majah, and judged shahih by Ibn Hibban).

Hadith narrated Bukhari from Ibn 'Abbas, the Prophet said:

مَنْ أَسْلَفَ فِي شَيْءٍ فَنَفِيَ كَيْلٍ مَعْلُومٍ وَوَزَنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ

"Whoever performs salaf (salutation), he should do it with clear measures and clear scales, for a known period of time". (HR. Bukhari, Saheeh al-Bukhari vol. 2, h. 36).

Hadith of the Prophet narrated by the Jama'ah:

... مَطْلُ الْعَنِيِّ ظُلْمٌ

"Procrastination (payment) made by the table is a tyranny..."

Hadith of the Prophet narrated by Nasa'i, Abu Dawud, Ibu Majah, and Ahmad:

لِيَ الْوَاجِدِ يُجِلَّ عَرْضَهُ وَعُقُوبَتُهُ

"Procrastination (payment) made by people can justify self-esteem and sanction him."

Hadith of the Prophet narrated by Tirmidzi:

الْصُّلْحُ جَائِزٌ بَيْنَ الْمُسْلِمِينَ إِلَّا صُلْحًا حَرَّمَ حَلَالًا أَوْ أَحَلَ حَرَامًا وَالْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا شَرْطًا  
حَرَّمَ حَلَالًا أَوْ أَحَلَ حَرَامًا (رواه الترمذي عن عمرو بن عوف)

“Peace can be made among Muslims except for peace that forbids what is lawful or lawful is haram; And the Muslims are bound by their conditions except those that forbid the lawful or the lawful that is haram”. (HR. Tirmidzi from ‘Amr bin ‘Auf).

Ijma. According to Ibn al-Munzir, scholars agree (ijma') on the permissibility of buying and selling by way of greetings. In addition, this method is also needed by the community [22].

Rules of fiqh:

الْأَصْلُ فِي الْمُعَامَلَاتِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا.

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

#### General Terms

1. Payment instruments must be known in the amount and form of money, goods, or benefits.
2. Payment must be made at the time the contract is concluded.
3. Payment should not be in the form of debt relief.

#### Terms on goods

1. It must be characteristic and can be recognized as debt.
2. Must be able to explain the specifics.
3. The submission is carried out later.
4. The time and place of delivery of goods must be established based on the agreement.
5. The buyer may not sell the goods before receiving them.
6. Must not exchange similar items as agreed.

#### Provisions on parallel greetings

It is permissible to perform parallel greetings on the condition that the second contract is separate and not related to the first contract. Delivery of goods before or on time:

1. The seller must deliver the goods on time with the agreed quality and quantity.
2. If the seller delivers a higher-quality item, the seller may not ask for an additional price.
3. If the seller delivers goods of lower quality, and the buyer willingly accepts them, then he should not demand a price reduction (discount).
4. The seller can deliver the goods faster than the agreed time on the condition of the quality and quantity of the goods following the agreement, and he must not demand additional prices.
5. If all or part of the goods are not in stock at the time of delivery, or they are of lower quality and the buyer is not willing to accept them, then he has two options: cancel the contract and ask for the money back or wait until the goods are in stock.
6. Basically, the cancellation of greetings can be done, as long as it does not harm both parties.
7. If there is a dispute between the two parties, the matter shall be resolved through the Sharia Arbitration Board after no agreement has been reached through deliberation.

### Void of Contract

Here are some conditions that cancel the sale and purchase of greetings and terminate the contract:

- a. The object is no longer available at the agreed time.
- b. The presence of defects in the goods sent.
- c. There are changes to the quality of ordered goods.
- d. The quality of the goods delivered does not match *ijab qabul*, but the buyer accepts.
- e. The customer has received the ordered item [\[29\]](#).

### Implementation of Akad Salam on Al-Salam Market Sharia

It has been almost 2 years since the world experienced a pandemic and this disaster greatly affected all aspects of life, both in terms of economy, society, culture, education, health, and even the realm of worship. All aspects affected by the coronavirus pandemic are no exception in financial institutions that are directly in peer-to-peer contact with the community such as banks, KSPs, cooperatives and also including us sharia economic da'wah activists who are members of the BMT or KSPPS forum [\[30\]](#).

Government policy has also changed along with the outbreak, it has been decades since the pandemic that the government's new policy until now in the new normal era the policy must be issued. The new normal is not as strict as quarantine, but lifestyle changes still occur, because the virus continues to threaten. Social distancing rules, working from home, shift work, hand washing, wearing masks, transportation restrictions, and many other unusual rules must be implemented, this change demands innovation, otherwise be prepared to be crushed.

The pandemic is not the only problem that affects the decline of the Indonesian economy because even before the pandemic, the economy was chaotic. The economic system that has been influenced by non-Islamic politics (Democracy which is now downstream to socialism) since the old order era, the new order even until the 2021 order era over as a solution exacerbates it equipped with government debt to foreign countries that are accumulating. The increasing foreign debt for infrastructure development (according to Riwanto Tirtosudarmo in the book *Current Crisis and New Order*) is an old mantra since the New Order era to cover the economic collapse and in the 2021 order it can also be seen in reality [\[31\]](#).

This is all one of the backgrounds that it is time to re-elevate the Islamic economic system as a solution that has started from the BMT-BMT container which has been rooted in the middle of the big trees of liberal economic political hegemony. BMT or KSPPS is present from the shoots of the Islamic system to save. One of them is KSPPS As-Salam based in Wonosobo which was established approximately 23 years ago. During Wonosobo's declining economy due to the pandemic the decline did not make people panic, this is evident from the people who partner with KSPPS Alhuda who are still running their businesses with deliberative financing capital using a profit-sharing system, where the profit-sharing is also adjusted to the level of income during the pandemic.

Plus the emotional bond of field staff with members is one of the strengths and characteristics of emotional closeness. KSPPS Alhuda also not only builds the economy but also mentally tough members to keep working by providing training to members such as hydroponic training for farmers who have limited land, training on verification of salak agricultural products in Sukoharjo with training in making dodol salak, Alhuda partnerships with hemp fibre companies and contributions with farmer and village

members for planting hemp fibre plants, Partnerships with Assisted Villages to create tourist spots and so on.

Various training programs, partnerships and education in several periods after being evaluated proved not enough to lift the economy of members during today's modern era. The next problem is marketing. And in the modern era technological advances coupled with a pandemic that has accelerated the disruption of innovation, namely innovations that create new markets, disrupt or damage existing markets, and ultimately replace business models that have been running to replace the previous technology. One example of the disruption of this innovation is the change from offline buying and selling to online buying and selling today [32].

That's why KSPPS Al-Salam innovated to create a digital product in the form of a marketplace called Pasar Al-Salam. Pasar Al-Salam marketplace application is a Marketplace Application for members to develop digital marketing managed by KSPPS Alhuda as an intermediary. The Pasar Al-Salam marketplace application was officially opened on October 22, 2021.

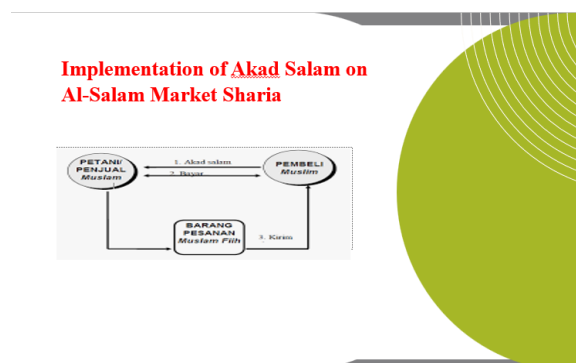


Figure 5. Implementation on Akad Salam

### Implementation of Akad Salam on Marketplace

The concept of transactions in the marketplace, in general, the marketplace is divided into two types of cooperation concepts, namely, the Pure and Consignment marketplaces [33].

Pure. In Producing a Mobile Marketplace System:

- Order: User or buyer buys goods.
- Notifiers: The marketplace admin checks the proof of payment transaction if appropriate, then immediately notifies the order of the seller.
- Packs: The seller confirms the buyer's order and wraps the goods according to the buyer's request.
- Logistik Provider: The freight forwarder checks the goods and then gives delivery to the buyer.

In a pure form of cooperation, marketplaces generally only provide facilities for selling, making payments, and completing transactions for sellers. In this type of cooperation, sellers are given a lot of flexibility when compared to the consignment model. They can make various customizations to their store, including changing the appearance, categorizing products, and choosing delivery services. This flexibility allows cooperation to run more varied, as long as it still complies with the rules that apply on the platform. Of course, because it provides greater flexibility, this pure cooperation model is currently the most popular among the public. Not only that, in pure cooperation, buyers also can carry out the price quote process to sellers without binding rules from the buying and selling platform [34].



Consignment. The next type of cooperation is consignment cooperation. In this cooperation model, the seller only needs to provide goods and detailed information about the product. The role of an intermediary in consignment cooperation includes full management of promotion, storage, delivery, and customer service. Unlike the previous type of cooperation, buyers in consignment cooperation cannot make price quotes because the entire transaction process is handled by the marketplace site [35].

According to Syafruddin, e-commerce transactions involve many stages:

1. Information sharing. In this process, the seller's principle is to find and attract as many buyers as possible. In the meantime, buyers will do their best to find information about the products and services they need.

2. Electronic ordering of products or services: Both parties reach an agreement on a transaction, usually through a specific network such as EDI (Electronic Data Interchange) or extranet.

3. After-sales operation: After the transaction is completed, the next step involves actions related to product quality, requests for additional information, how to use it, and so on. Someone interested in an item can place an order by electronic means, such as through online ordering using a computer device or the internet.

In Islam, all efforts must be made following the provisions of the applicable law so that no group or party is harmed. Business activities must not contradict Islamic law or general regulations in force in the country. Any attempt to harm a person or violate the law will be sanctioned, whereas in Islam the transaction is considered void.

Five steps need to be done to determine the validity of e-commerce transactions, namely:

1. Applying for a contract (at-ta'aqud). This is the first step that must be taken if both parties check the existence of four binding pillars of the contract, namely: sigh at (ijab qabul), two parties who make the transaction, goods traded, and expressions that must be agreed. If the product owner is unable to participate, the agent must ensure that the company exists.

2. Ensure validity (shiha). During the term of the contract, the contract must not contain elements of interest (usury), uncertainty (gharar), fraud, coercion, or any of the other types of games (Maisie) [36].

3. Implementation/implementation (Nafadz). In this stage, there are two main things to do:

a. The person providing the product is the owner of the product and owns all rights to the product.

b. The goods are free from all debts.

4. Bind (Ilzaam). In this stage, both parties must sign a binding contract. Before signing a contract, the buyer must identify the products that the company (seller) sells and the products sold through agents or other parties. This is because consumers cannot directly see the condition of their products and can develop websites at any time. After signing the contract, the buyer should keep a copy of the contract to avoid manipulation.

5. Delivery. This is the last stage where both parties have to exchange the price they paid for the item. In general, E-Commerce uses credit cards, but Muslims should avoid using credit cards that contain usury, and look for other payment methods, such as bank payments [37].

Transaction Procedure in Al-Salam Market Marketplace (KSPPS Al-Salam)

- a. Provision applications and fully manage applications against the terms and appearance of the marketplace.
- b. Providing payment facilities in the form of digital account payment applications.
- c. Promote seller items in the application.
- d. Provide information to sellers of goods that do not follow the conditions determined by Al-Salam Market.
- e. Ensure goods are delivered to buyers.
- f. Al-Salam Market reserves the right to enable and disable the seller's participation in the application at any time if it does not meet the terms and conditions.
- g. Provide chat facilities between sellers and buyers.
- h. Send a notification or order if the buyer has paid to the seller.
- i. Provide an account for a place to hold temporary funds from buyers after placing an order.
- j. Manage the distribution of buyer and seller funds.
- k. Disburse funds to the seller to the account according to the seller's request.
- l. Return funds to the buyer in case of cancellation either from the seller or from the buyer.

#### Seller also called Merchant

- a. Register as a seller by agreeing to the terms and conditions as a seller that have been set by Al-Salam Market.
- b. Create a savings account at KSPPS Al-Salam or if you are already a member just enter the savings account number into the registration form.
- c. Upload items in the Application accompanied by the item name, weight, size, price, and product description.
- d. Receive notifications or notifications from Al-Salam Market if there is an order or order from the buyer including the name of the goods, the quantity of goods, the buyer's address and the courier service requested.
- e. Pack the goods as well as possible by looking at the safety factor of the goods when shipping.
- f. Deliver goods according to the buyer's address or purchase address.
- g. Request disbursement of funds according to the price of goods sent to Al-Salam Market if the goods have arrived and there are no complaints from buyers.

#### Buyer or called User

- a. Register as a buyer by agreeing to the terms and conditions as a buyer set by Al-Salam Market.
- b. Have an account as a means of payment transactions.
- c. Pay for ordered goods to the seller through the App's fund account managed by the Al-Salam marketplace.
- d. cancel the order if it does not comply with the applicable terms and conditions.
- e. Take the funds back in case of cancellation of the order or the goods received are not suitable [\[38\]](#).

## Implementation of Akad Salam on Al-Salam Market

1. The basic principle of aqidah or tawhid is the basis of law in Islam which highlights the following points: a). Property owned is a trust from Allah as the true owner, and we are expected to obtain it and manage it well (al-tayyib) to seek benefits from the grace of Allah (ibtighamin fadhillah). b). Man can relate directly to God. Islamic economics originates from the existence of Allah, has an end goal that leads to Allah and uses means that are in harmony with Allah's Shari'ah.

2. The Principle of Justice. The principle of justice covers all aspects of life and is considered a very important principle. Following God's command in His Word, "Behold, God commands (you) to do justice and do good, to give to the kindred, and God forbids from wickedness, evil, and enmity. He teaches you so you can take lessons". (Qs. An-Nahl: 90).

3. The principle of Al-Ihsan (doing good). Focusing on benefiting others more than the rights of others.

4. The principle of Al-Mas'uliyah (accountability). Involves accountability in various aspects, including accountability between individuals (mas'uliyah al-afraid), accountability in society (mas'uliyah al-mujtama'), and government responsibility (mas'uliyah al-daulah) related to baitul mal.

5. The principle of balance or Al-Wasathiyah (al-I'tidal, moderate, balance). Emphasize the recognition of personal rights with certain limitations following Islamic law.

6. The principle of honesty and truth. This principle is a joint of akhlakul karimah.

a) The principle of dubious transactions is prohibited, the transaction contract must be firm, clear and certain. Both the object that is the object of the contract, and the price of the proposed goods.

b) Harmful transactions are prohibited, including transactions that endanger oneself, second parties, and third parties. Following the teachings of the Holy Prophetsa who stated, "It is not permissible to harm oneself and it is not allowed to harm others."

c) The principle of empowering social interests highlights the urgency of prioritizing the common good without causing harm to individuals. Following the principle of jurisprudence which states, "If there is a conflict between social benefit and individual benefit, then the interests of social benefit must be given priority."

d) The principle of benefit. The object of the transaction must have a benefit, transactions against objects that are not useful according to the Shari'a are prohibited.

e) The principle of transactions containing usury is prohibited.

f) The principle of consensual (mutual voluntary or 'interaction). This principle is also based on the hadith of the Prophet: "Nothing else buying and selling must be through consensual means". (HR. Ibnu Majah).

g) The principle of no coercion. Everyone has free will in making contracts, without submitting to any forced queue of witnesses, except those required by the norms of justice and the benefit of society.

Based on these points, it can be concluded that the essence of the sale and purchase transaction of greetings, in addition to being obliged to pay attention to the elements of mutually agreeing agreements, actually requires emphasis on various principles. This is a recommendation for both parties involved in the transaction, to prevent fraud that can cause distrust in every greeting transaction [\[39\]](#).

4. Principles of Islamic Economic Law

1) Tabadul al-Manafi (exchange of benefits), cooperation (musharakah), and ownership

The principle of benefit exchange (tabadulal-manafi) is reduced from Qs. Al-Imran. This verse explains that everything that has been created by Allah Almighty has good value and benefits for man. The Word of Allah is a rule of law that aims to create goodness (al-mashallah) for man, the world, and the Hereafter. Scholars interpret this legal norm, among other things, as the norm of muamalah fiqh. The norms of muamalah fiqh, as part of the norms of Islamic law, have the same purpose, namely al-mashallah or goodness. This goodness is defined as benefits that must be distributed fairly to all humans and all elements of society, not become a monopoly for the interests of certain individuals or groups.

The exchange of benefits involves many people, both individually and institutionally. Therefore, in the exchange of benefits, there is a norm of cooperation (al-musharakah). In addition, the exchange of benefits is related to one's property rights (haq al-milk), because the turnover of benefits can only occur in objects owned, even though absolute property rights are only owned by Allah SWT, while humans only have utilization rights. The process of exchanging benefits through the norm of al-musharakah and the norm of haq al-milk culminates in the norm of al-Ta'awun (help). In Islam, al-ta'awun occurs only in kindness and devotion (al-Khairat or al-Birr wa al-Taqwa), as well as in situations that bring benefits to all [\[40\]](#).

2) Equality of opportunity, An-trading (consensual or willing) and Adam al-Gharar (no deception or speculation)

The principle of equality is the continuation and application of the principle of justice in Islamic legal theory. In the economic context, this principle affirms that humans have equal opportunities to own, manage, and enjoy economic resources according to their abilities. Moreover, this principle is a practical implementation of the Islamic teaching on the turnover of property, which should not be concentrated only on the rich (al-aghnia). On this basis, social rights were formulated, including theories of transfer of property, lease, lien, borrowing, and accounts receivable.

The theory of transfer of property rights is applied in Islamic law through various contracts such as buying and selling (murabahah, salam, or ishtina'), zakat, infaq, sadaqah, grants, and inheritance. Meanwhile, lease involves al-isti'arat, pawn involves al-rahn, and lending involves al-qardh. These theories aim to create a healthy economic climate so that commercial traffic can be enjoyed equally by all levels of society, without monopoly from certain parties.

The principle of 'A Taradhin is one of the principles in the fiqh of mu'amalah, which means to give up or be consensual. This willingness includes various forms of mu'amalah, including receiving or giving up property that is the object of the covenant. This principle becomes an important condition for the validity of mu'amalah transactions between the parties involved. Moreover, 'An Taradhin is a continuation of the principle of equality and collaborates with the principle of 'Adam al-Gharar.

Adam al-Gharar means avoiding uncertainty or obscurity in various forms of mu'amalah transactions. The practice of 'Antaradhin can mask the nature of gharar in such transactions. Gharar includes elements of speculation and potential fraud that can eliminate willingness to make transactions. 'Adam al-Gharar stressed that every mu'amalah should be free from the element of gharar, which can cause either party to feel aggrieved and deprive the transaction of willingness [\[41\]](#).

The application of the greeting contract that is synchronized with the simulation of Al-Salam Market transactions is as follows:

- a. Buyer (Al-Muslim or rabbussalam)

The buyer must understand the law (puberty/mumayyiz and reason) and be able to carry out the buyer's contract or transaction. In addition, it must also keep the agreement on the approved transaction. Indicators of buyer willingness can be seen from buyers choosing the products provided by Al-Salam Market services [21].

b. Seller (al-Muslam ilaih)

The seller is the party who provides the goods. The seller must also understand the law (puberty/mumayyiz and reason) and is not allowed to break promises. In this case, after the buyer has paid, the seller should pack and send the goods as agreed. When shipping, the buyer must be patient waiting, because the goods are in the process of packaging and shipping to their destination.

c. Items handed over (Muslim Fih).

The ordered goods will be given by the seller according to the criteria specified in the contract. One category of goods that is not prohibited is goods produced that do not cause harm. In this case, buyers are given the freedom to choose materials/products according to their needs. This is one of the rights of buyers in Al-Salam Market.

In Islam, if the goods purchased are not following the agreement, then the purchased goods can be returned to the seller. It aims to protect the rights of buyers to get the goods they want.

d. Sayings of Ijab Qabul (Sighat)

In e-commerce transactions in the form of sight can be done through verbal delivery via telephone, sending messages through many social media or other written media whose purpose is to provide clarity to buyers, Al-Salam Market provides Price chat features, so buyers and sellers can communicate there so that if there are things that are not desired when transacting they can resolve it with related parties.

The seller can meet and satisfy the buyer by fulfilling all the requests and offers of the buyer according to the rules and agreements that have been made. The freedom to choose and act is found freely according to the will and desire of the buyer by seeing, reading, and agreeing to the rules and agreements made. This two-way communication between seller and buyer over the Internet is what has come to be referred to as sight. The bond between the seller and the buyer is formed through a clear agreement (ijab and qabul) which ends with a handover.

e. Price

The price is agreed upon in the first agreement between the buyer and seller, for the contract the payment process is carried out when the first agreement. While the contract Salam payment process can be carried out in advance, in the middle/instalments, and at the end. The price of the product is written, and it is forbidden to change it during the contract period.

f. Payment Methods

As-Salam Market Semarang also provides options for payment methods, such as through PayBMT, cash deposits at all KSPPS As-Salam Branch offices, Alfamart, Indomaret, BCA OneKlik, BRI Direct Debit, Debit/Credit Cards, Bank Transfers, COD so this method can be said to also be included in the greeting contract. The buyer can choose as he pleases.

If the sale and purchase of greetings and greetings meet the terms and conditions, then the transaction is legitimate. According to Hanafi scholars, it is the willingness of both parties to make them get along well in buying and selling. The validity of the contract of greetings, resulting in the seller being entitled to obtain capital (rasul mal) and obliged to send the goods to the buyer. The buyer is also entitled to own the

purchased goods according to the specifications agreed between the seller and the buyer and is obliged to pay the seller.

One form of buying and selling greetings is As-Salam Market. Through the Al-Salam Market application, the facilities obtained are a service for sales transactions of various products, a guarantee of safe shopping with a guarantee of Al-Salam Market, the purchase of various products, the ability to do business, and the ability to find product recommendations and share happiness.

Al-Salam Market service facility that sells various products, meaning that buyers can choose goods according to their needs such as clothing, food, and shelter. Al-Salam Market service also facilitates buying and selling transactions quickly without having to leave the house and meet directly with the seller. The existence of an agreement between the seller and the buyer is expected not to present fraud.

Shopping at Al-Salam Market services with the application of the greeting contract, then the guarantee of the goods purchased will be safe. In addition, the guarantee of goods to the original buyer. Another advantage of Al-Salam Market services is that Al-Salam Market can track to what extent the buyer's goods are sent. So do not be surprised by many who use this application as a buying and selling transaction [42].

## CONCLUSION

Based on a survey study conducted on the implementation of the salam contract in the Semarang al-salam market and the prospects in the field, it can be concluded that the salam contract has great potential in the view of sharia. The Semarang al-salam market has shown a fairly high level of acceptance of the concept of the salam contract, which allows market participants to conduct transactions in a manner that follows Sharia principles. In the Sharia perspective, the salam contract is an instrument that allows market participants to conduct buying and selling transactions in a way that does not violate Islamic principles, such as the prohibition of riba and gharar (uncertainty). In addition, the implementation of the salam contract in the Semarang al-salam market also shows promising prospects in the field, both in terms of market growth and the need for financial instruments following Sharia principles. Thus, it can be concluded that the implementation of the Sharia contract given sharia in the Semarang al-salam market contributes positively to developing the Islamic financial market in Indonesia.

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## Author Contribution

All authors contributed equally to the main contributor to this paper, all authors read and approved the final paper, and all authors declared no conflict of interest.

## Conflicts of Interest

All authors declare no conflict of interest.

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