
Ethics of Buying and Selling Online Sharia Economic Perspective: Study of the Concept of Iqâlah

*Nurul Hakim¹, Barakat Muhammad Ahmad Muhammad Hamad Al-Nil²,
Mahmoud Saleh Mubarak Bin Humaid³*

¹Magister Hukum Ekonomi Syariah Universitas Muhammadiyah Surakarta, Indonesia

²Qur'an University and Science Foundation Wad Madani, Sudan

³Al-Ahgaff University Mukalla Hadhramaut, Yemen

¹O200210027@student.ums.co.id, ²abufreida100@gmail.com, ³msmbh77@gmail.com

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Abstract: *This study aims to analyze the hadith regarding Iqâlah or cancellation of trading transactions, especially in online platforms. In addition, this theme is also side by side with the discussion of khiyâr, or the right to choose between buying and selling which is part of the ethics of sharia trading. The other goal is to be able to provide a right understanding of the concept and law of Iqâlah to the performers in economic activity by analyzing related hadiths and the concept of khiyâr, thereby minimizing the occurrence of harm and losses due to the cancellation of trading transactions that are not by the rules and norms of Shari'a. The methodology used in this research is qualitative, in the form of literature research by analyzing related data as reading materials. In this study, the authors found that Iqâlah is permissible and even some scholars say that the law is Sunnah. In addition, there must be an understanding between the seller and the buyer regarding the correct concept of Iqâlah and Khiyâr so that benefit is achieved between the two parties. The results of the study show that Iqâlah is permissible as long as it is based on the normative values of the Koran and Sunnah and can be considered an act of breaking a promise if it is done unilaterally and does not comply with the ethics of shariah trading.*

Keywords: *iqâlah, khiyâr, sharia, e-commerce, trading.*

INTRODUCTION

The trade which includes buying and selling is one of the doors of fortune, today experiencing rapid growth. Buying and selling are no longer limited by space and time because this activity can be easily accessed with e-commerce and various kinds of marketplace applications [1]. Buying and selling can also be interpreted as business, which is the act of exchanging goods, services and money to seek profit and meet human needs and desires regulated by sharia and applicable laws [2]. The development of technology now, allows buying and selling to be done online or in the network by utilizing the increasingly sophisticated internet network. Sellers and buyers do not have to meet in one assembly, just rely on applications and stable internet networks, supported by modern payment systems, such as electronic money or increasingly easy interbank transfers [3]. That is, when the buying and selling system changes with the times, it also affects the elements in it. Business ethics between sellers and buyers as well as the trade climate will also be affected. Automatically, Islamic law that regulates buying and selling also undergoes many reviews that are flexible and accountable [3].

If buying and selling outside the network, buyers and sellers can meet each other and the goods and services offered can be immediately seen and known specifications. However, in buying and selling online, everything is limited to the network. Thus, there are often problems in fulfilling the rights and obligations between sellers and buyers. Buyers feel dissatisfied with the goods purchased because they are different from what was offered before. Similarly, sellers are not uncommon to be deceived with fictitious orders by rogue buyers. This means that something is missing in this online buying and selling system, namely accountability to sellers and buyers [3]. Because of this, many online merchants make some conditions such as exoneration clauses to protect their rights as sellers. However, often these conditions do not heed the rules of the Shari'a relating to the concept of khiyâr and the rights of consumers or buyers, such as prohibiting cancelling purchases or orders without a clear time limit for voting [6]–[8].

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LITERATURE REVIEW

The reading of the takhrîj hadith Iqâlah refers to several famous books of hadith, including Sharhu Sunan Abi Daud, Subulus Salam, Raad al-Mukhtar, Ahadist Abi Husayn al-Kilabi, Saheeh al-Targhib wa al-Tarhib, Bulughul Maram min Adilatil Ahkam and several other hadith books that talk about the takhrîj hadith. The majority of these scholars mention that the hadith of Iqâlah has two degrees, the first of which is the degree of sahih through the path of Abu Hurayrah, narrated also by Abu Daud in Al-Marasim (3460). Imam Jalaluddin As-Suyuthi in Jam'ul Jawâmi' explains that iqâlah referred to in this hadith is the cancellation of the sale and purchase and sellers and buyers who are pleased with this cancellation will be removed (against hisab) and forgiven for their sins on the Day of Judgment by Allah subhanahu wa ta'ala [4], [13]–[15]. This hadith also postulates that iqâlah is permissible even mandub.

The discussion of the hadith of Iqâlah is side by side with the discussion of Khiyâr, Wabbah explains the various khiyar in his book al-Fiqh al-Islamy Wa Adilatuhu, while al-

Hasani in Subulus Salam explains that it is permissible between the seller and the buyer to have the right to choose between continuing the transaction or cancelling it while it is still in the council.

As for reading the context of Iqâlah and Khiyâr in buying and selling online, the author reads from several journals written by Galuh Tri Pambekti on Islamic Law Review of the Implementation of Khiyar in Online Buying and Selling in Indonesia, Rachmi Shafarni on the Implementation of Khiyâr in Buying and Selling Goods Online, Andriandi Kasim on Iqâlah Analysis on e-commerce in the perspective of Sharia Economic Law, Siska Febrianti and Boy Satria on Promotion in E-Commerce Activities in Islamic Perspective and journals such as.

RESEARCH METHODS

This study used a qualitative descriptive method. The author collects data from various sources to analyze and conclude a paradigm in the ethical problems of buying and selling online. The author also delves into the concepts of Iqâlah and Khiyâr from authentic classical and contemporary sources. Reading of previous studies is also a source of research that the author used in this study [16]-[18]

In the end, the collected data is analyzed with existing concepts and theories and then synchronized with facts and phenomena in the field. According to Creswell, qualitative methods are influenced by the Weberian naturalistic-interpretative paradigm, the post-positivistic perspective of critical theory groups as well as post-modernism as developed by Baudrillard, Lyotard and Derrida [19]. The qualitative research style also seeks to construct reality and understand its meaning. So qualitative research is usually very concerned with processes, events and identities [20].

RESULTS AND DISCUSSION

Takhrîj Hadist Iqâlah

The matan hadith is as follows:

حَدَّثَنِي أَبُو عَبْدِ اللَّهِ الْحُسَيْنُ بْنُ مُحَمَّدِ بْنِ أَحْمَدَ بْنِ حَيْدَرَةَ الْقَاضِي، ثنا أَبُو عَبْدِ اللَّهِ مُحَمَّدُ بْنُ أَحْمَدَ بْنِ إِبْرَاهِيمَ الرَّازِي، بِأَطْرَابِلسَ، قَدِمَ عَلَيْنَا، ثنا يَحْيَى بْنُ مَعِينٍ، ثنا ابْنُ غِيَاثٍ يَعْنِي حَفْصًا، نا الأَعْمَشُ، عَنْ أَبِي صَالِحٍ، عَنْ أَبِي هُرَيْرَةَ، قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «مَنْ أَقَالَ مُسْلِمًا يَبْعَثُهُ أَقَالَ اللَّهُ عَثْرَتَهُ يَوْمَ الْقِيَامَةِ» [9]

Briefly matan hadith means, "Whoever receives the return of goods from a Muslim will forgive his mistakes on the Day of Judgment." This hadith, narrated by Abu Hurayrah, has several similar redactions. In addition to this, there is also a similar hadith also narrated by Abu Hurayrah with a different narration line, which reads:

حَدَّثَنَا يَحْيَى بْنُ مَعِينٍ حَدَّثَنَا حَفْصَ عَنْ الأَعْمَشِ عَنْ أَبِي صَالِحٍ عَنْ أَبِي هُرَيْرَةَ رضي الله عنه أنه قال: قال رسول الله صلى الله عليه وعلى آله وسلم: (مَنْ أَقَالَ مُسْلِمًا أَقَالَ اللَّهُ عَثْرَتَهُ)

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"مَنْ أَقَالَ نَادِمًا أَقَالَ اللَّهُ نَفْسَهُ يَوْمَ الْقِيَامَةِ"

Ibn Majah (2199), Abdullah bin Ahmad (in his book Zawa'id Musnad Ahmad/7431). Ibn Hibban (in his book Mawarid Al-Dzom'an Lil Haitami/1104):

"مَنْ أَقَالَ مُسْلِمًا عَشْرَتَهُ أَقَالَهُ اللَّهُ عَشْرَتَهُ يَوْمَ الْقِيَامَةِ"

While the second degree is shahih lighairihi through the path of Abi Shuraih, with a hadith matan like this:

"مَنْ أَقَالَ أَحَاهُ بَيْعًا؛ أَقَالَهُ اللَّهُ عَشْرَتَهُ يَوْمَ الْقِيَامَةِ"

Imam Thabrani also narrated this hadith in his book *Al-Awsath* and all his stature was tsiqât [9]. Imam Hakim also narrated this hadith and said that it fulfilled the requirements of both imams [10].

This hadith is part of the discussion of khiyâr or the chapter on choosing between seller and buyer. Ibn Hajar Al-'Asqalani, *Bulughul Maram Min Adilatil Ahkam*, ed. by Samir Bin Amin Az-Zuhri (Riyadh, Saudi Arabia: Dar Al-Falaq), p. 243, no. 828. Imam Jalaluddin As-Suyuthi in the book *Jam'ul Jawâmi'* explains that iqâlah referred to in this hadith is the cancellation of the sale and purchase and for sellers and buyers who are pleased with this cancellation will be removed (against hisab) and forgiven for their sins on the Day of Judgment by Allah subhanahu wa ta'ala [11]. This hadith also postulates that iqâlah is permissible even mandub.

In terms of language, iqâlah is a cancellation. In shari'a terms, iqâlah is the cancellation of the contract that occurs between the two parties (seller and buyer), void of the previous law and both parties are happy. Ijma' is recognized for its permissibility and must use a clear lafadz to indicate such cancellation. Be it true lafadz or majazi or following prevailing customs. This cancellation applies to all common contracts and sale contracts, except for cancelled illegal contracts such as marriage contracts and talaq contracts [12].

This cancellation has conditions that must be met, such as there is a lafadz that indicates the intention of cancellation, occurs between the seller and the buyer, not between representatives of the two because the lafadz hadith clearly shows the word "Bay'atahu" [13] but this issue may be represented if before the cancellation there has been an agreement for the representative [14].

Khiyâr in buying and selling

Khiyâr in buying and selling can be interpreted as the right to choose between the seller and the buyer, whether to continue the sale and purchase contract or cancel it [22]-[25]. Khiyâr law in Islam is permissible and even recommended that transactions that take place between sellers and buyers take place based on keridloan. There are six kinds of Khiyâr, namely Khiyâr Majlîs, Khiyâr Sharth, Khiyâr Zamân, Khiyâr 'Aib, Khiyâr Ta'yîn, Khiyâr Ru'yah [26]. Each of the types of khiyâr has the meaning of iqâlah in it. More clearly, khiyâr was explained directly by the Prophet Sallahu 'alaihi wa sallam in a hadith:

وَعَنْ ابْنِ عُمَرَ - رَضِيَ اللَّهُ عَنْهُمَا - عَنْ رَسُولِ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - قَالَ: «إِذَا تَبَايَعَ الرَّجُلَانِ، فَكُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا وَكَانَا جَمِيعًا، أَوْ يُخَيَّرَ أَحَدُهُمَا الْآخَرَ، فَإِنْ خَيَّرَ أَحَدُهُمَا الْآخَرَ فَتَبَايَعَا عَلَى ذَلِكَ فَقَدْ وَجِبَ الْبَيْعُ، وَإِنْ تَفَرَّقَا بَعْدَ أَنْ تَبَايَعَا وَلَمْ يَتْرُكْ وَاحِدٌ مِنْهُمَا الْبَيْعَ فَقَدْ وَجِبَ الْبَيْعُ» مُتَّفَقٌ عَلَيْهِ [15].

The Prophet sallahu 'alaihi wa sallam, in this hadith explicitly allows sellers and buyers to have an agreement and the right to choose before they leave the assembly or separate physically. If one of them exercises his right to vote then that is what must be done. However, this right to vote will disappear automatically, if both or one of them leaves the assembly, except khiyâr zamân, it may give a wide time to vote, for example, three days, even though they have both separated, but as long as the specified time has not expired, then

it is still in the status of voting, there has not been a full contract. It is possible, then, if the seller or buyer cancels their transaction at that time. It cannot be considered a dishonorable act, because each of them already understands the right and its provisions.

Khiyâr was ordained by Allah because in it there is clear wisdom and benefits. Among the silver linings are the following: first, the khiyâr can make the contract of sale and purchase take place according to Islamic principles, namely mutual pleasure between seller and buyer. Second, educate the public to be careful in making buying and selling contracts, so that buyers get good merchandise or likes. Third, sellers do not carelessly sell goods to buyers and educate them, to be honest in the buying and selling process. Fourth, avoid the elements of deception, form good relationships and establish love between others. Dishonesty or cheating will eventually result in regret, and remorse on one side can lead to anger, malice, resentment, and other bad consequences [4], [27], [28]

The Fact of Iqâlah in Buying and Selling

Iqâlah or cancellation of the sale and purchase is a right owned by the seller or buyer. This is because business or trade in Islam is not only a profit-seeking activity but also a form of worship. Thus, factors that support worship must also be fulfilled such as intention because of Allah, sincerity, and goodness. The application of this right of cancellation is a form of fulfilment of the rights of business people and is very vulnerable to online buying and selling where each of the two parties does not meet directly. The cancellation of this sale and purchase as mentioned in the previous discussion is permissible by the Shari'a, but if it is not practised based on the normative values of the Qur'an and Sunnah, Iqâlah can be an act of breaking promises that harm one of the contracting parties [29], [30].

Shaykh 'Ustaimin even explained, that this right of cancellation is matlûbah mustahabbah (highly recommended) because of the consequences related to the reward for the perpetrator, namely the ease of difficulties in the world and the hereafter by Allah subhanahu wa ta'ala. Still, according to Shaykh 'Uthaymeen, this cancellation is not a new contract, but a faskhun or abolition of the previous contract. It can be done in the mosque, before Friday prayers or after it because this is not a contract of buying and selling. Similarly, this cancellation can be at a price such as, below or above it slightly depending on the condition of the goods, there could be a disgrace so that the price decreases or the price of goods on the market at that time rises so that the selling value increases [19].

The cancellation of this contract also provides benefits not only to the seller or buyer who cancels at the beginning but also to the recipient of the cancellation. There are so many examples in society, where there is a cancellation of contracts, apparently After that prices rise and human needs increase so that demand is high for goods or services that were cancelled before. Thus, not only profits in the afterlife are obtained, but worldly benefits are also achieved [20][21][4].

Online Buying and Selling Ethics

The buying and selling system that exists in Islam is expected to be an ideal business model that can be utilized by business people and developed in the local and international business realm. The buying and selling system that developed in the twenty-first century is buying and selling with an online system because internet access and technology are getting easier so people's tendency is greater to transact online. However, the current business or trade system must not be separated from the rules set by the Shari'a. So, the author tries to present what parameters must be owned by traders so as not to get out of the Sharia corridor even though they are now using an online trading system [31].

Judging from the characteristics of buying and selling online, there are at least three things that characterize it, namely: first, the occurrence of transactions between the two parties. Second, there is an exchange of goods and services or information. Third, the Internet is the main medium in the process or mechanism of the contract. From these three characteristics,

it can be seen that the difference between online and offline buying and selling is in the contract transaction system and the main media. In general, the system of buying and selling in Islam is the existence of transactions in physical form, whether it presents goods or services directly or suspended. However, what is imperative is that it is clear the characteristics or characteristics of these goods and services, there is no fraud, speculation or luck. All its characteristics are clear and measurable and known to each seller and buyer. Similarly, when delivering goods and fulfilling services, it must be following the offer that has been made before, if there is a difference or incompatibility of goods with the characteristics that have been described, it means that there is a violation there [\[12\]](#).

This is what often causes violations in buying and selling online. Not infrequently, buyers are disappointed because the goods that reach them do not match the information they get. For example, the information on the quality of goods is original, but what comes turns out to be imitation/imitation goods (KW). It could be, that what is ordered does not match the colour or size due to the lack of interaction in communication between sellers and buyers. From other factors, goods do not arrive after a transaction, sellers disappear after receiving money, it is clear that fraud is also vulnerable in buying and selling online [\[13\]](#).

This is in terms of losses experienced by buyers, there are also in terms of losses or disappointments experienced by sellers. For example, when the seller opens a pre-order buying and selling system, which is a pre-order that is usually paid in full or half the price of the item at the beginning. However, in the middle of the transaction process, the buyer cancels the contract without any words referring to the intent, the buyer just disappears. Of course, this results in losses on the part of sellers who are processing the production of goods [\[32\]–\[35\]](#). On the other hand, the cancellation that has been explained earlier, that is, there is already a clear lafadz and each seller and buyer know their respective rights in khiyâr and iqâlâh. However, there are also many benefits obtained from buying and selling this type of online. The turnover of buying and selling goods and services is also getting faster, the faster the economic turnover, it is hoped that welfare will be achieved quickly [\[14\]](#).

In forming a healthy business climate in the world of online trading, business people should always heed the principles and ethics that must be held in undergoing buying and selling. The principles are: First, the application of the principle of unity, the philosophy is the teaching of monotheism. That a business person, be he a seller or a buyer, should always feel under the protection and supervision of Allah subhanahu wa ta'ala. So that he will not dare to cheat and commit fraud or tyranny to others to achieve profits that are not lawful [\[2\]](#), [\[29\]](#), [\[37\]](#), [\[38\]](#).

The second principle is the application of balance. Business people need to be balanced in making decisions about the production of an item, selling and offering at the ideal price. Pay attention to the needs of the community for these goods and services, then provide correct explanations and explanations of the goods or services offered. Also balanced in serving buyers, not discriminating against buyers based on property and position [\[22\]](#).

The third principle is freedom. Every business person is guaranteed freedom in carrying out economic activities, whether selling or buying goods, offering a contract or cancelling it. However, freedom here is not absolute but relative, because one's freedom is limited by one's rights and obligations to others as well. Free who is responsible and does not violate the rules of Shari'a. While the fourth principle is the principle of responsibility [\[39\]–\[41\]](#). If there is an error in the transaction process there is a defect in the goods, or there is a loss caused by the negligence of one of the parties, then the party who caused the loss must be responsible. For example, by replacing defective goods or replacing them with prices such as. The fifth principle is truth and honesty. This attitude absolutely must exist in business people, the Prophet himself had exemplified this when he was still a trader. Telling the truth about the condition of the goods sold does not cover disgrace and does not deceive [\[4\]](#), [\[32\]](#).

Because the online trading system cannot meet face-to-face, it is vulnerable to elements of fraud and the threat of loss on both sides. Thus, every business person should also

understand the concepts of khiyâr and iqâlah as a form of safeguarding their respective rights and obligations [25].

CONCLUSION

After knowing the nature of khiyâr and iqâlah in the discussion of the previous hadith, the author can conclude that the cancellation of a contract is a right owned by the seller and the buyer. This act is commendable and not an act that is considered detrimental to either party, because, for those who accept this cancellation with pleasure, Allah will reward it with various conveniences. Similarly, every business person should understand the concepts of khiyâr and iqâlah better and apply them in their business activities to avoid losses and disputes. Business people should also be able to be more honest and trustworthy in running a business, especially with online systems, improving service performance and operational systems used as the main media. Buyers in online commerce should be wiser in spending their wealth. Know every information and information about an item carefully and thoroughly before deciding to buy.

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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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