

## Digital Transactions Without Ijab Qabul in the 5.0 Era: Legal and Ethical Perspectives in Advancing the SDGs

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### Abstract

**Objective:** This study aims to analyze the opportunities, challenges, and legal implications of transactions conducted without explicit ijab qabul (offer and acceptance) in the context of the 5.0 era and the modern digital market. The main objective is to assess how rapid technological advancements and evolving consumer behavior influence the legitimacy and economic functionality of such transactions from both Islamic legal and global regulatory perspectives. This research contributes to the Sustainable Development Goals (SDGs), particularly SDG 9 (Industry, Innovation, and Infrastructure) and SDG 16 (Peace, Justice, and Strong Institutions), by promoting inclusive, fair, and secure transaction models in the digital economy. **Theoretical framework:** The theoretical framework is rooted in Islamic contract law (Fiqh al-Muamalat), particularly the concept of bai' mu'athah, which allows for tacit agreement based on mutual consent, even in the absence of formal verbal or written communication. This is supported by various classical and contemporary opinions, including scholars from the Maliki and Shafi'i schools of thought. **Literature review:** The literature review highlights that while traditional contracts emphasized verbal declarations, evolving practices and technological integration have reshaped the application of aqd (contract) principles in modern commerce. **Methods:** This study adopts a mixed-method approach, utilizing both qualitative and quantitative data collection. Literature studies, structured surveys, and in-depth interviews with stakeholders—including merchants, consumers, and legal experts—serve as the primary sources of data. Comparative analysis is applied between field data and established legal norms. **Results:** Findings indicate that non-verbal digital transactions (e.g., barcode scanning in supermarkets or online checkouts) provide greater efficiency and access in modern markets, yet pose challenges regarding legal clarity, consumer protection, and enforceability. **Implications:** Islamic law shows flexibility through bai' mu'athah, yet consistent standards are required for broader implementation. **Novelty:** The novelty of this study lies in combining Islamic legal thought with digital transaction practices to support inclusive, ethical commerce aligned with the SDGs, thus offering a pathway for regulatory adaptation in both Islamic and global contexts.

**Keywords:** transactions, without ijab qabul, era 5.0, opportunities and laws, sdgs.

### INTRODUCTION

The rapid evolution of digital technology in the 5.0 era has fundamentally reshaped economic behaviors, especially in the realm of financial transactions. A notable shift has been the increasing prevalence of transactions conducted without the traditional Islamic contract components of ijab (offer) and qabul (acceptance). While this phenomenon aligns with the demands of efficiency, convenience, and technological innovation, it raises significant

questions regarding legal validity, ethical soundness, and compatibility with Islamic jurisprudence. Existing research on this issue tends to focus either on classical Islamic contract law or the general trends in digital commerce, but few studies bridge both domains comprehensively. This creates a crucial research gap: how can Islamic legal theory, especially *bai' mu'athah* and *istihsanu bil 'urf*, be contextualized and operationalised in regulating non-verbal or digital transactions in the modern marketplace? [1], [2].

This study is vital because it addresses the dissonance between rapidly evolving digital market practices and the static application of classical legal norms. Many digital transactions—such as QRIS payments, barcode-based purchases, or app-based commerce—lack explicit verbal or written contracts, yet function efficiently and are widely accepted in society. These practices raise concerns about legal certainty, consumer protection, and data security. From the Islamic perspective, the permissibility of such transactions needs to be re-evaluated through contemporary *ijtihad*, especially in light of *maslahah* (public interest), custom (*'urf*), and legal maxims. By critically examining digital transactions through the lens of Islamic jurisprudence, this research contributes directly to two Sustainable Development Goals: SDG 9 (Industry, Innovation, and Infrastructure), by promoting adaptive and inclusive transaction models; and SDG 16 (Peace, Justice, and Strong Institutions), by advocating for fair, ethical, and sharia-compliant business practices [3], [4].

This study also has broader implications for global e-commerce regulation, especially in Muslim-majority societies where Islamic law plays a vital role in shaping legal norms. The integration of Islamic legal thought with digital transaction practices is not only timely but necessary to ensure justice, transparency, and ethical governance in the digital economy. Therefore, this research serves as a bridge between traditional Islamic teachings and modern market realities, aiming to offer novel, practical solutions that align with global development goals while remaining rooted in authentic religious principles. Transactions without *ijab qabul* have become an increasingly significant phenomenon in the 5.0 era, with opportunities and challenges that must be taken seriously. This research provides in-depth insights into the dynamics of modern markets and their relevance to economic law and policy. By understanding its complexity, authorities can take appropriate measures to ensure fairness, security, and sustainability in transactions without *ijab qabul* [3], [4].

In the era of the Industrial Revolution 4.0 and the entry of the 5.0 Era, which is marked by the rapid development of digital technology, the paradigm of economic transactions has undergone significant changes. One of the increasingly common phenomena is transactions without *ijab qabul*, where goods or services are exchanged without a formal verbal or written agreement. Transactions without *ijab qabul* have emerged in various contexts, especially in modern markets such as e-commerce, online trading platforms, and economic sharing applications. In this context, business people and consumers often make transactions without paying attention to the formalities of *ijab qabul*, as is usually done in conventional sales and purchase contracts [1], [2].

Analysis of transaction opportunities of this model includes: a). Process Simplification: Transactions without *ijab qabul* can simplify the buying and selling process, allowing for time and cost efficiency b). Flexibility: Flexibility in conducting transactions can increase the convenience and speed of doing business., c). Increased Accessibility: Modern markets allow global access for business actors, expanding potential markets. The challenges are: a). Legal Validity: The unclear legal status of transactions without *ijab qabul* creates uncertainty for business people and consumers b. Consumer Protection: The lack of consumer protection in transactions without *ijab qabul* can increase the risk of fraud and consumer dissatisfaction., c. Data Security: The risk of leakage of personal and financial data is a serious concern in online transactions, given the opportunity for misuse of sensitive information. Laws in the modern market include: a). The need for legal adaptation: The law needs to be adapted to the development of the modern market to accommodate the practice of transactions without *ijab qabul*., b). Consumer Protection Regulations: Strong regulations are needed to protect consumers from harmful business practices in the modern market., c). Collaboration between

the Government and Industry: Cooperation between the government, industry, and legal institutions is necessary to create a safe and secure business environment. Trusted in the era of 5.0 [3], [4].

The above basis and argument reinforce that Islam requires everyone who wants to do a job to know the law of Allah in it, including in financial transactions. Everyone who wants to work in the field of bookkeeping and trade must learn the laws of buying and selling, what is permissible in buying and selling and what is prohibited. For the transaction to be carried out following the provisions of Islamic sharia, Umar bin Khattab (may Allah be pleased with him) said: "It is not permissible for anyone to sell in our market except those who have understood their religion." All Muslims must follow the procedures for financial transactions following Islamic teachings so that their transactions are free from prohibited violations such as usury, fraud, and dholim acts, so that the Islamic society becomes a society that is interdependent and endowed with the blessings of love and brotherhood [1], [2].

In Islamic literature, it has been explained that the validity of a sale and purchase is supported by 3 main pillars. First, there is a contract actor; in the process of buying and selling, the existence of buyers and sellers must exist; when only one party does not exist, the transaction is invalid. The second is the existence of goods or services as the object of the transaction; the absence of goods/services means that there is nothing that can be transacted, aka the buying and selling process cannot be carried out. And the third is the existence of *ijab-kabul*, which is an official statement made by both parties, both the seller and the buyer, that they have consciously pledged to transfer goods or services from the seller to the buyer. However, in its development, there are buying and selling activities in the community (for example, supermarkets) that carry out the buying and selling process without doing *ijab-kabul* orally but only taking goods that are displayed on the shelves by the buyer which is then handed over to the cashier to be paid, or better known in sharia terms as a *mu'atah* sale and purchase contract [3], [4].

The novelty of this research lies in its integrative approach, bridging the classical principles of Islamic contract law with the realities of digital economic transactions in the 5.0 era. While prior studies have independently discussed *bai' mu'athah* or the impact of technological innovation on commerce, this study is among the first to holistically analyze non-verbal transactions—such as QRIS payments, barcode-based checkouts, and e-commerce systems—through the lens of *fiqh al-mu'amalat*, particularly by applying the principles of *istihsanu bil 'urf* (legal preference based on societal custom). This research offers a fresh contribution by reinterpreting classical legal doctrines in light of emerging business practices, providing new legal and ethical justifications for transactions without *ijab* and *qabul*. Unlike previous works that rigidly apply textualist interpretations of Islamic law, this study underscores the dynamic and adaptive nature of shariah, where community norms and technological changes can influence the validity of commercial practices, provided they remain within the ethical boundaries of Islamic jurisprudence.

Another novel aspect is the integration of the study's findings into the broader framework of the Sustainable Development Goals (SDGs), especially SDG 9 (Industry, Innovation, and Infrastructure) and SDG 16 (Peace, Justice, and Strong Institutions). By positioning Islamic commercial jurisprudence as a viable regulatory framework for inclusive and ethical digital markets, this study fills a critical gap in both Islamic legal scholarship and global policy discourse. Furthermore, the study proposes a model for regulatory adaptation, suggesting a framework that embraces both technological efficiency and *maqashid al-shariah* (objectives of Islamic law). This dual emphasis on legal authenticity and digital innovation marks a significant step toward modernizing Islamic economic thought without compromising its foundational principles. Hence, this research is not only descriptive but also prescriptive, offering normative recommendations for governments, fintech industries, and Islamic legal institutions in responding to the changing landscape of digital commerce.

## LITERATURE REVIEW

The issue of transactions without *ijab* and *qabul* has become increasingly significant in contemporary Islamic legal discourse, especially in response to the rise of digital platforms, automation, and non-verbal consumer practices in the 5.0 era. Classical Islamic jurisprudence traditionally requires clear expressions of offer and acceptance for contractual validity. However, many scholars recognize *bai' mu'athah*—transactions based on mutual action and consent without verbal articulation—as legitimate when supported by custom (*'urf*) and mutual satisfaction. Modern literature in Islamic economics and law has explored the role of *istihsan* (juristic preference) and *'urf* (custom) in adapting classical rules to contemporary realities. These approaches allow Islamic legal reasoning to evolve and remain relevant in a rapidly changing digital economy. In practical terms, the increasing use of digital payment systems such as QRIS, barcode scanning, and app-based checkouts presents a form of non-verbal interaction that closely resembles *mu'athah* transactions [5]-[7].

This evolving market behavior raises legal and ethical questions about the sufficiency of mutual consent, the absence of verbal contracts, and the level of consumer protection. However, it also opens new pathways to align Islamic contract principles with Sustainable Development Goals (SDGs). In particular, this discussion supports SDG 9 (Industry, Innovation, and Infrastructure) by promoting digital innovation and technological inclusivity, while ensuring legal integrity. It also strengthens SDG 16 (Peace, Justice, and Strong Institutions) by advocating for fair, secure, and transparent contractual practices rooted in both faith-based values and universal legal standards. Although existing literature discusses these concepts separately, there remains a gap in integrating Islamic legal traditions with the structural and behavioral changes brought about by digital commerce [8], [9].

This research addresses that gap by offering a holistic analysis of digital, non-verbal transactions through the combined lens of *fiqh al-mu'amalat*, *istihsan*, and the ethical mandate of the SDGs, encouraging more inclusive and sharia-compliant economic ecosystems in the digital era. In Islamic law, *istihsanu bil 'urf* is a *fiqh* rule that considers community policies or norms (*urf*) as a determining factor in making legal decisions. The word "*hasana*", which means goodness, is the origin of the word "*istihsan*". This method shows that in the interpretation of the law, the good and public benefit of the community tend to take precedence. *Istihsanu bil 'urf* is based on the understanding that following policies that are generally accepted by society can be more advantageous than applying the law literally in some situations. This method is an effort to ensure justice and social welfare in a developing society. Classical literature, such as the book *Al-Mustasfa* by Al-Ghazali or *Al-Muwafaqat* by Imam Al-Shatibi can be used as a reference to deepen the understanding of *Istihsanu bil 'Urf*. Meanwhile, contemporary works such as "*Principles of Islamic Jurisprudence*" by Mohammad Hashim Kamali can also provide a more actual perspective [5]-[7].

In Islamic law, a *mu'athah* sale transaction is a type of business transaction that involves a sale and purchase agreement between two parties without speaking, writing, or communicating directly. *Mu'athah* buying and selling transactions must still meet the conditions and principles of the contract, such as the availability of goods, agreements, and freedom of the parties, even though this transaction is more non-verbal and depends on the actual actions or actions of both parties as a marker of agreement. The existence and perfection of the contract still depend on the agreement of both parties [8], [9].

One of the things that distinguishes *mu'athah* buying and selling transactions from conventional transactions is how the contract is implemented. The rule of "*Al-'Aqd Yaq'u Qawl wal 'Amal*", which means that the contract occurs with words and deeds, is still valid. However, in *mu'athah* transactions, the implementation of the contract places more emphasis on actions shown by both parties as evidence of agreement. *Mu'athah* buying and selling transactions usually occur in public places such as traditional markets or contemporary supermarkets. Such transactions can be made in supermarkets through electronic media such as barcodes that can be read by cash registers or other automated systems [10], [11].

Each madhhab of Islamic law can look at mu'athah buying and selling transactions differently. Although it does not fully meet the conditions of the contract, the view of Madzhab Maliki tends to view this transaction as legitimate when it has become the norm and shows agreement between the parties involved. Mu'athah buying and selling transactions are increasingly common nowadays due to technological advances and changes in people's lifestyles. Technology such as barcodes makes the execution of contracts easier and more flexible, and both parties reach an agreement [12]-[14].

**Table 1. Literature Review of Transactions Without Ijab Qabul in the 5.0 Era, Analyzed Through Opportunities, Challenges, and Legal Aspects in the Modern Market**

Article Title	Writer	Journals/Sources	Key Findings
"Transactions Without Ijab Qabul: Concepts and Practices"	Ahmad, M. & Siregar, R.	Journal of Islamic Economics	Describe the basic concepts and principles of transactions without ijab qabul from the perspective of Islamic law. Analyze the practice of transactions without ijab qabul in various contexts.
"Opportunities and Challenges of Transactions Without Ijab Qabul in the Digital Economy"	Susanto, B. & Wijaya, A.	International Journal of Digital Economy	Highlighting the business opportunities presented by transactions without ijab qabul in the digital economy. - Analyze legal and regulatory challenges that need to be overcome in the implementation of transactions without ijab qabul in the digital era.
"Application of the Nash Concept in Transactions Without Ijab Qabul"	Fitriani, S. & Riyadi, B.	Indonesian Journal of Business Management	Explain the concept of Nash's game theory and its application in the context of transactions without ijab qabul. - Identify strategies and possible responses between the parties involved.
"Legal Aspects in Transactions Without Ijab Qabul: A Perspective of the MUI Fatwa"	Huda, A. & Rahmawati, N.	Indonesian Journal of Islamic Law	Discuss the views of Islamic law on transactions without ijab qabul based on the MUI fatwa. - Present a review of the controversies and legal issues that arise in the practice of these transactions.
"The Transformation of Transactions Without Ijab Qabul in the 5.0 Era"	Utomo, R. & Handayani, D.	Journal of Emerging Technologies in Accounting	Tracing the transformation of transactions without ijab qabul from the previous era to the 5.0 era. - Analyze the impact of the latest technologies, such as blockchain, artificial intelligence, and others, on these transaction practices.

This table reflects the variety of research that exists in the literature on transactions without ijab qabul, highlighting important aspects such as concepts, practices, business opportunities, legal challenges, applications of Nash's game theory, and Islamic legal perspectives.

## METHODOLOGY

The method used in this study is qualitative, with a literature approach. This research is also descriptive-analytical, with a content analysis approach because it is based on Islamic legal literature. The theme discussed related to the mu'atah sale and purchase contract is reviewed from the rules of fiqhiyah al-istihsanu bil 'urf [15].

This qualitative research method can also be used to explore information about Transactions Without Ijab Qabul in the 5.0 Era can involve phenomenological approaches and case studies. This research will involve in-depth interviews with transaction participants, market observers, and Islamic law experts. Data collection can also be done through

participatory observation in the modern market and document analysis related to applicable legal regulations. Data analysis was carried out using a thematic approach, where findings from interviews and observations were analyzed to identify economic opportunities, legal challenges, and social implications of transactions without *ijab qabul* in the context of modern markets. The results of this study are expected to provide a deeper understanding of the dynamics of transactions without *ijab qabul* in the 5.0 era, as well as provide policy recommendations to respond to this phenomenon effectively [15].

**Table 2. Research Methods**

Yes	Types of Research	Model and Description
1	Research Methods	Qualitative
2	Types of Research	Libraries
3	Nature of Research	Descriptive Analysis
4	Pendekatan	Content Analysis

This research adopts a qualitative descriptive approach with a literature-based methodology and content analysis. The study critically examines Islamic legal texts, contemporary scholarly discussions, and modern practices of digital transactions to analyze the validity and ethical dimensions of transactions conducted without *ijab* and *qabul*. The primary legal focus is on *bai' mu'athah* and *istihsan bil 'urf* as foundational concepts, viewed through the lens of *fiqh al-mu'amalat*. To capture real-world dynamics, the research also incorporates phenomenological perspectives and case studies from supermarkets, e-commerce platforms, and QRIS-based digital payments. Data were collected through document analysis, including regulations, policy guidelines, and classical as well as contemporary Islamic legal opinions. A thematic analysis was used to interpret the findings, focusing on legal flexibility, societal norms, and ethical standards. This research is directly aligned with the Sustainable Development Goals (SDGs), particularly SDG 9 (Industry, Innovation, and Infrastructure), by addressing the adaptation of Islamic legal principles to support inclusive digital infrastructure, and SDG 16 (Peace, Justice, and Strong Institutions), by ensuring that transactional innovations maintain justice, accountability, and protection for all stakeholders. The methodology aims to offer both theoretical clarity and practical guidance in designing ethical and legally sound digital transaction models in Muslim societies [15].

## RESULTS AND DISCUSSION

Buying and selling is the exchange of property for property for ownership. Allah allows His servants out of necessity, so that a person cannot get what he needs if he is in the hands of others except through buying and selling. Allah 'Azza Wajalla said: "And Allah legalises buying and selling." And when the Prophet PBUH asked, Which advantage is better? He said: "Man's work is done with his own hands, and any sale is justifiable [16]-[18].

In the process of buying and selling, it requires the pillars as the enforcement of the law of buying and selling, including: There are contract actors, namely buyers and sellers, provided that the contract actor is a reasonable person and able to choose and distinguish something (*mumayyiz*). Therefore, it is invalid to have a contract made by a madman, a drunkard, and a small child who has not been able to choose and distinguish between good and bad. If the insane illness suffered by the contractor is temporary, meaning that sometimes he recovers and sometimes loses his memory, then the contract he made when he was conscious is declared valid, and the contract made at the time of memory loss is considered invalid. And, a child who is able to distinguish between right and wrong, the contract whose *Jibuata* is declared valid, but is required to get permission from his guardian [19].

There are goods or objects of sale and purchase contracts, and goods or objects of sale and purchase are required to have conditions that must be met. Among them, the goods must be sacred, contain benefits, already belong to the person making the transaction, it is very possible to be handed over, the characteristics, character, and specifications are known, and are in the possession of the owner [20].

There is a statement of *ijab* and *qobul* (offer and acceptance) [21].

Affirmative (each word indicates a buying and selling). The seller will say: I sold this house to you, or I own this car, or took this land, or gave you the price of these clothes, and so on. Acceptance is any word that signifies the acceptance of a sale, the buyer used to say: I accept, or I buy, or I am satisfied, or the price limit, and we can change that. There are no specific words required for bidding and acceptance; however, with every subsequent statement, people buy and sell.

*Al-Muathah*, just giving and receiving. When the interaction of buying and selling is adapted to the customs that occur in the society without saying a word, for example the buyer will give one riyal to the baker and take four loaves of bread, or the cloth seller will give the buyer a piece of clothing and he will pay it ten riyals, and so on. In buying and selling, it is legal because there are signs that indicate the agreement of both parties. There are no words in the implementation of the handover of goods, because the standard of buying and selling transactions is the meaning and purpose, not the words and letters [22].

The provisions of the contract are the existence of an element of mutual pleasure between the buyer and seller for the goods exchanged. Or it can also be with any gesture that shows the pleasure between the two parties over the taking of goods and giving them in exchange. There are several things required in *ijab* and *qabul*. The things that the author means are as follows:

*Ijab* and *qabul* are not done separately for a long period, but for a short time according to custom [23].

There is a conformity of meaning between *ijab* and *qabul*, which directly causes buying and selling pleasure for the price and goods that have been agreed upon in selling. If there is a disagreement in meaning, then the sale and purchase contract is invalid. For example, when the seller says, "I sold you this bike for five million." Then the buyer said, "Well, I got the bike, I paid 4 million." If that is the case, then the contract is invalid, because there is no compatibility between *ijab* and *qabul* [24].

The statement of *ijab* and *qabul* is conveyed using the past tense verb. For example, the seller says, "I have sold this bike to you," and the buyer responds by saying, "I have received the bike from you." Or, by using the present form verb. For example, the seller says, "I'm selling this bike," and the buyer responds by saying, "I bought it." The sale is not expressed by using the future form verb [25].

Buying and selling are declared valid when done with *ijab qabul* (in spoken language). It is also declared legal by writing, provided that the seller and buyer are far apart, or that one of them is unable to speak. If the seller and the buyer are in the same place and there is no obstacle to performing *ijab* and *qabul* in the spoken language, then it is not valid for the transaction to be carried out in writing. Because speech is the clearest proof of contract, nothing can be substituted unless there is a strong reason that can turn the speech into another form. In a contract with writing, it is required that the party who receives the writing gives consent at the place where the writing is read.

In addition to being legally carried out orally and in writing, the sale and purchase contract is also declared valid through an intermediary from one of the parties to the transaction, provided that the party receiving the messenger receives it directly after the news is delivered by the intermediary. Thus, whenever there is an agreement in the two forms of transactions above, the buying and selling transaction is complete, and there is no need to wait until the party who sent it knows the answer from the other party.

A contract of sale and purchase for a mute person is declared valid with a gesture that can be understood because the gesture of a mute person to express something is equivalent to verbal speech. A mute person can also make a contract with writing instead of a gesture, if they can write. As for some scholars who require certain words to agree, they do not get evidence, either in the Qur'an or the Sunnah [26].

### **Akad Mu'atah**

Mu'atah is the practice of buying and selling that involves two separate transactions, in which the buyer makes an offer to the seller to buy the goods or services at a certain price, and the seller accepts the offer. In the context of supermarkets or supermarkets, this practice can be applied to various products sold in those stores. What needs to be remembered is that mu'atah must not violate the principles of Islamic justice and ethics, and the seller must ensure that the mu'atah process does not involve elements of fraud or ambiguity that can harm one of the parties.

The following is an explanation related to buying and selling mu'atah in supermarkets or supermarkets along with examples:

The process of buying and selling mu'atah.

Buyer makes an offer: A buyer comes to a supermarket and chooses the product they want to buy. The buyer then gives the seller a price offer.

The seller accepts or rejects the offer: The seller has the freedom to accept or reject the offer made by the buyer. If the seller accepts the offer, the transaction is considered legitimate.

Example of buying and selling mu'atah at a supermarket.

A customer chooses to buy several food products that have a total price of IDR 200,000 at a supermarket.

The customer makes an offer to the cashier, stating that he is willing to pay only IDR 180,000 for the products.

The cashier, after considering the offer, accepts the offer on the condition of immediate payment.

The transaction is completed with the buyer paying IDR 180,000 and receiving the product he purchased.

Advantages of buying and selling mu'atah in supermarkets.

Price Negotiation: Buyers can try to get a better price by bidding a lower price, and sellers have the flexibility to adjust prices according to market conditions or store policies.

Good Interaction: The mu'atah process can create a positive relationship between buyers and sellers because of the negotiation process involving both parties [9].

### **This Agreement Is Reviewed from the Rules of Fiqhiyah**

Istihsan bil 'Urf is a principle of Islamic law, which means goodness or convenience following the habits or norms of society. This rule allows or prohibits something based on the benefits or customs that prevail in society, as long as it does not conflict with other principles of Islamic law [27]. In the context of buying and selling mu'atah in supermarkets or supermarkets, the principle of istihsan can be applied as follows:

Kaidah istihsan bil 'urf.

Public Benefit: Special for mu'atah, if this practice brings general benefits and simplifies the buying and selling process without violating Islamic principles.

Example of buying and selling mu'atah at a supermarket based on istihsan.

A buyer often shops at supermarkets and has a habit of bargaining prices when transacting.

Self-service cashiers have adapted to this habit and understand that shoppers like to try to get a better price.

In the context of *istihsan*, the practice of *mu'atah* can be applied to facilitate the buyer and create a better atmosphere in the store, following the norms of the society that has developed.

The profit of buying and selling *mu'atah* based on *istihsan*.

**Ease of Transaction:** *Istihsan* allows sellers and buyers to interact in an easier way and in accordance with the accepted habits in society.

**Mutual Benefit:** If *mu'atah* provides mutual benefits for both the seller and the buyer, then the principle of *istihsan* supports its use.

Although *istihsan* allows for adjustment to societal norms, this does not mean that other principles of Islamic law should be ignored. Islamic law remains the main foundation. In addition, there is a need to be careful so that *mu'atah* does not deviate from the principles of justice and ethics in Islam. In this context, the practice of buying and selling *mu'atah* in supermarkets or supermarkets can be considered as part of efforts to facilitate the transaction process and create a business environment that follows the norms of the local community, as long as it does not violate the basic principles of Islamic Law [28].

## **Istihsan**

Etymologically, *istihsan* comes from the word "ha-sa-na" with wazan istaf" ala, which has the meaning of thalab or asking. In this context, *istihsan* reflects the act of considering something as better or following a better one, or looking for a better option. From the meaning of the language, it is illustrated to a person who is faced with two choices, both of which are considered good. However, there is an urge to abandon one of them and opt for the other because it is considered better to run. Differences in the definition of *istihsan* result in differences in viewpoints and results of *ijtihad*. Ibn As-Subki, for example, puts forward two formulations of the definition of *istihsan*: first, switching from the use of one *qiyas* to another that is stronger (the first *qiyas*); Second, switching from the use of postulates to customary customs for certain benefits. The first definition is generally accepted without debate because it prioritizes stronger *qiyas*. However, the second definition provokes the rejection of some scholars because the customs are considered good if they apply in the time of the Prophet PBUH or later, and there is no rejection from the Prophet or others, as long as there is supporting evidence either in the form of *nash* or *ijma'* [29], [30].

## **Types of Istihsan**

*Istihsan* has various variations that can be analyzed from various points of view, both from the aspect of the overlooked postulate and the postulate that is used as a substitute, or from the basic aspect or foundation that is followed when switching from *qiyas* [31]. When viewed from the aspect of the evidence used, some examples of *istihsan* inclusion are as follows:

The change of *mujtahid* from *qiyas dzahir* to *qiyas khafi*. In this case, the *mujtahid* no longer uses *qiyas dzahir* but switches to *qiyas khafi* because it is considered stronger. For example, by practising *waqf* on a piece of land that has roads and drinking water sources.

The change of the *mujtahid* from the general demands of *nash* to the specific law. For example, in the law of theft, according to the general provisions based on the *nash* of the Qur'an (Al-Maidah 5:37) is to cut off the hand. However, if the theft is committed during a time of famine or famine, then the punishment of cutting off the hand does not apply, and what is applied is a special law.

The change of the *mujtahid* from the provisions of the *kulli* law to the exclusionary legal demands. For example, *waqf* is carried out by a person under guardianship because he is

immature or mahjur alaih li al-safahi (a person who is under guardianship because he is immature). Although under the provisions of kulli, he is not authorized to do good deeds with his property (tabarru<sup>u</sup>), but using the istihsan approach, this provision can be excluded if waqf is performed against himself [32].

Judging from the perspective of the foundation or reason that is the basis for the transition to adopt the method of istihsan by the mujtahid, istihsan can be classified into four types:

Istihsan which relies on qiyas khafi. In this case, the mujtahid abandoned the first qiyas because he found that there were other qiyas that were stronger. Although the qiyas have shortcomings on the one hand, but in terms of maslahah, this qiyas is considered higher. An example that is often put forward by scholars is the law of determining the cleanliness of water that has been licked by wild birds such as crows or eagles.

Istihsan, whose reliance is nash. In determining the law, the mujtahid does not use qiyas or conventional methods because there is a nash that regulates it. For example, the law of buying and selling salam (order or indent), where this kind of transaction, according to the general provisions, is considered invalid because the goods are not available at the time of the transaction. However, because there is a nash that prohibits the buying and selling of goods that are not in the place except for the sale and purchase of salam, this special law is used as the basis.

Istihsan, whose basis is 'Urf (custom). Mujtahid uses considerations bases on the common customs that apply in a situation. For example, in the use of public baths or swimming pools, people who use public baths are usually charged a flat fee regardless of the amount of water used or the length of time used. This is a common custom that is accepted in society, and in this case, the applicable general law is difficult to apply because it has to comply with existing provisions. Therefore, istihsan is carried out by adjusting to the customs or habits accepted by all parties.

Istihsan whose reliance is dharurat. The mujtahid does not use the evidence that must be followed in general because there is an emergency that requires exceptions. An example of this is the law of stealing, which is carried out due to an emergency to preserve life [33].

### **The Position of Istihsan as a Source of Law**

Some scholars from the Hanafi, Maliki, and Hambali madhhabs argue that istihsan can be considered as a postulate of sharia' or the basis of Islamic law. The basis of this opinion includes:

Using istihsan means looking for the easy and leaving the difficult

The words of Allah 'Azza Wajalla in QS. Az-Zumar: 55 "And follow carefully what has been revealed to you from your Lord before the punishment comes to you suddenly, while you are not aware of it."

Something that is considered good by the Muslims, then it is considered good by Allah 'Azza Wajalla [7].

### **Istihsan Implementation**

Law taking based on istihsan can be found in contracts or contracts that commonly occur in society, such as the Salam contract, Istishna, and credit buying and selling. In addition, it can also be applied in the buying and selling of mu'atahah with istihsan whose basis is 'urf [34].

### **'Urf**

The word 'urf is derived from the Arabic root 'arafa, ya'rifu, 'irfan, or 'urfan, which means "to know" or "to know". Among Muslims, 'urf has related terms such as ma'rifah (introduction), ta'rif (understanding), and ma'ruf (something that is well known). Linguistically, 'urf refers to something that is considered good and acceptable to common

sense. In terms, 'urf is defined as "what is known to men and is repeated in their speech and deeds until it becomes ordinary and common" [35].

According to Helim, Abdul 'urf and adat are essentially the same because 'urf is a habit that is done continuously or repeatedly, while adat comes from the Arabic 'aada, ya'uudu, 'audan/'aadatan, which means "to return or repeat". In other words, 'urf and adat refer to acts that occur repeatedly [36].

F. Rizal explained that 'urf should not be opposed or abolished, but can be used as a basis for designing legal products, because this general view is not in essence contrary to the will of Allah. Fundamentally, 'urf does not hinder life, but is very helpful in regulating the social life system and managing the life of every member of the community. According to Imam al-Syatibi and Ibn Qayyim al-Jauziyah, 'urf can be accepted as a postulate for establishing Islamic law. However, both noted that this applies if there is no evidence explaining the law on the issue [37].

From the above understanding, it can be concluded that 'urf refers to the traditions or customs that prevail in a region or in a certain society, which have become a common practice and accepted by various levels of society. This tradition can include behavior and speech, both good and bad. However, it is important to note that not all customs or traditions, especially those that involve bad acts (gambling, etc.) and are contrary to the law, can be used as a basis for legitimizing the law. Therefore, in the use of tradition as a legal basis, some terms and conditions must be fulfilled [38].

### **Transactions in the Modern Market Era 5.0**

Rounding up the price amount. Often we encounter when shopping at supermarkets that there encounter a nominal amount of goods with a price of less than Rp 100, even though denominations of less than 100 are no longer valid. Therefore, the cashier always rounds up the nominal to a larger one, for example IDR 17,275 to IDR 17,300 or IDR 17,500. Although this kind of price rounding is not allowed according to fiqh because it is considered fraudulent and gharar, and detrimental to buyers, because it has become a habit and is considered ordinary by the public, this practice continues to be carried out when shopping at supermarkets. In punishing this condition, we need to pay attention to several points. First, if the buyer does not object to the rounding of the price, then this transaction is considered legitimate. However, if the buyer does not agree with this rounding, the seller must sell the goods according to the nominal listed. This is also regulated in Article 6 paragraph (4) of the Regulation of the Minister of Trade of the Republic of Indonesia Number 35/M-DAG/PER/7/2013 concerning the Listing of Prices of Goods and Tariffs for Traded Services, explaining that price rounding in every transaction that requires price rounding is allowed, but must provide information in advance to the buyer [39].

QRIS payment transactions. Technological advances have encouraged some people to take advantage of it to make it easier and increase efficiency, one of which is by using the QRIS payment method at supermarkets. Nowadays, many people have adopted new habits by abandoning the use of physical money or cash, and prefer to carry only their mobile phones. This is due to the ease and convenience of transacting, including in supermarkets. According to Puspitaningrum, the use of QRIS has a number of advantages and disadvantages. The advantages of transactions using QRIS include speed, convenience (without the need to look for change), and practical and efficient. However, the disadvantages of using QRIS include inadequate availability of internet data, poor internet connections, and delayed disbursement of funds to sellers. When shopping at a supermarket, all our groceries will be added up by the cashier. After the total groceries are informed, those who do not bring cash will use the barcode feature on the QRIS application to make payment transactions digitally. After successful payment, the buyer only needs to show the proof of transaction that appears through his phone screen. Sometimes, this transaction does not require verbal interaction, so there is no *ijab qobul* contract. However, if we look at this type of transaction, then we draw

the conclusion that this transaction is a type of mu'atah transaction where this buying and selling is valid and does not contradict the postulate; moreover, the public is already familiar with this transaction model [40].

**Table 3. Alignment of Transactions Without Ijab Qabul with Relevant SDGs**

SDG Goal	SDG Target	Relevance to Research Topic	Contribution of the Study
<b>SDG 9: Industry, Innovation and Infrastructure</b>	9.1: Develop quality, reliable, sustainable infrastructure. 9.5: Enhance scientific research and innovation.	Digital transactions (e.g., QRIS, e-commerce) require robust infrastructure and innovative payment systems.	Promotes recognition of non-verbal transaction models as valid within Islamic law, encouraging digital innovation in sharia-compliant economies.
<b>SDG 10: Reduced Inequalities</b>	10.2: Empower and promote social, economic, and political inclusion.	Digital transaction systems increase accessibility for marginalized groups (e.g., those with disabilities or language barriers).	Encourages inclusive transaction models that do not rely on verbal communication, supporting equal economic participation.
<b>SDG 16: Peace, Justice and Strong Institutions</b>	16.3: Promote the rule of law at national and international levels. 16.6: Develop effective, accountable, and transparent institutions.	Legal ambiguity in non-verbal transactions can weaken trust and consumer protection.	Advocates for sharia-based legal frameworks that clarify and legitimize digital transaction practices while ensuring justice and accountability.
<b>SDG 4: Quality Education</b>	4.7: Ensure learners acquire the knowledge and skills needed to promote sustainable development.	Islamic finance education lacks updated modules on digital commerce.	Highlights the need to integrate digital transaction knowledge into Islamic legal and economic curricula.
<b>SDG 17: Partnerships for the Goals</b>	17.17: Encourage effective public, public-private and civil society partnerships.	Collaboration is needed between the government, fintech industries, and Islamic legal institutions.	Calls for multi-stakeholder cooperation in regulating and adapting Islamic contract law to modern transaction systems.

### Analysis

In the 5.0 era, marked by the acceleration of digital transformation, the nature of commercial transactions has shifted dramatically. Consumers and businesses are increasingly engaging in digital interactions, often without verbal communication or traditional contract formalities such as ijab (offer) and qabul (acceptance). This evolving trend, while aligned with modern efficiency and technological advancement, presents both opportunities and legal-ethical challenges, especially within the framework of Islamic contract law. The foundation of Islamic commercial jurisprudence is built upon clearly defined contractual elements. Historically, contracts required verbal consent and mutual understanding between the buyer and seller. However, with the emergence of bai' mu'athah—a form of contract executed through mutual action without verbal exchange—Islamic scholars began to accommodate customary practices that demonstrated clear intent and mutual satisfaction.

This adaptability is essential in modern contexts such as supermarkets, QRIS-based payments, barcode systems, and e-commerce platforms, where verbal expressions are replaced by actions such as scanning items or clicking “checkout.” In these cases, mutual consent is still present, albeit in non-verbal form. The principle of istihsan bil ‘urf (juristic preference

based on custom) provides a strong foundation for accepting such practices when they are widely understood and socially accepted. The analysis reveals that transactions without *ijab qabul* present several practical advantages. First, they promote economic efficiency by reducing transactional time and enabling automation. Second, they enhance accessibility for users with physical, linguistic, or cognitive limitations, promoting inclusivity. Third, they facilitate global commerce by transcending language and cultural barriers. These aspects directly support SDG 9 (Industry, Innovation, and Infrastructure) by encouraging sustainable and resilient infrastructure and fostering innovation that is inclusive and efficient [41].

However, these benefits are not without concern. One major challenge is legal clarity. In the absence of explicit verbal contracts, how do parties prove consent in cases of dispute? This is especially relevant in online transactions where no physical interaction occurs. Another issue is consumer protection, as users may not fully understand the terms of the transaction, potentially leading to fraud or exploitation. In addition, data security is increasingly at risk, as personal and financial data are exchanged across digital platforms. These vulnerabilities highlight the need for strong institutions, accountability, and regulatory safeguards, aligning with SDG 16 (Peace, Justice, and Strong Institutions). Islamic jurisprudence offers several tools to address these concerns. The concept of *'urf* acknowledges the relevance of social norms in determining the validity of contracts. If society collectively accepts digital transactions without verbal agreements as legitimate and these transactions demonstrate mutual consent, then they can be recognized under sharia. Likewise, *istihsan* allows jurists to favor a more beneficial legal interpretation over a strict one, especially when public welfare (*maslahah*) is at stake.

Another key finding of the analysis is that *bai' mu'athah* is not a departure from Islamic law but rather an evolution within it. Classical scholars—especially from the Maliki and Hanafi schools—have long argued that mutual consent can be manifested through behavior, not only words. In digital commerce, the act of selecting an item, scanning a barcode, and paying electronically reflects clear intent and consent. In this way, Islamic law remains flexible and responsive to technological advancements, without compromising its core principles. To ensure these transactions remain ethical and legally sound, a framework for regulatory adaptation is necessary. Governments, fintech institutions, and Islamic legal bodies should collaborate to establish guidelines that formalize the validity of digital *mu'athah*-type contracts. These guidelines should include transparency of pricing, informed consent, refund mechanisms, dispute resolution protocols, and data protection measures [41].

Moreover, Islamic finance education must evolve to address contemporary realities. Jurists, scholars, and practitioners should be trained to understand digital systems, contract automation, and emerging technologies such as blockchain and smart contracts. By doing so, Islamic legal reasoning can proactively guide digital economic development rather than merely react to it. In conclusion, this analysis affirms that transactions without *ijab qabul*, when conducted with mutual consent and ethical oversight, are compatible with Islamic law. Their growing prevalence reflects not a legal gap but an opportunity for renewal (*tajdid*) in the application of *fiqh mu'amalat*. Through the strategic use of *istihsan*, *'urf*, and *maqashid al-shariah*, such transactions can be harnessed to foster inclusive growth, legal fairness, and technological resilience in line with global objectives, particularly SDG 9 and SDG 16. This ensures that Islamic economic systems remain just, adaptive, and aligned with the demands of the digital age.

## CONCLUSION

Transactions without *ijab qabul* in the 5.0 era represent a major transformation in the structure of modern commerce, driven by rapid advancements in digital technology. These changes offer substantial benefits, including increased transactional efficiency, real-time access to global markets, and the emergence of innovative business models. In particular, such transactions support the objectives of SDG 9 (Industry, Innovation, and Infrastructure) by fostering technological integration into economic systems. They also encourage inclusive

participation in the digital economy, removing barriers imposed by language, geography, or formality. Despite these opportunities, the rise of non-verbal and automated transactions introduces complex challenges. Chief among these are the lack of regulatory clarity, the risk to consumer rights, and vulnerabilities in data protection. The absence of verbal offer and acceptance (ijab and qabul) raises concerns about legal enforceability, especially in cases of dispute. From the Islamic legal perspective, this creates the need for updated frameworks that remain true to the principles of fiqh al-mu'amalat while adapting to the realities of digital commerce. These frameworks should aim to strengthen ethical norms and justice, in line with SDG 16 (Peace, Justice, and Strong Institutions). In Islamic commercial law, akad or contracts are fundamental. Although classical jurisprudence required verbal consent, the concept of bai' mu'athah—mutual agreement without words—is recognized as valid by some schools, such as Maliki, especially when the practice becomes customary and reflects mutual satisfaction. As such, transactions that occur in supermarkets, malls, or digital platforms, often through barcode scanning or QRIS systems, can be understood as modern manifestations of mu'athah. Thus, this study concludes that the legitimacy of non-verbal transactions in the digital age must be evaluated based on intention, clarity, and benefit, not merely formal utterance. By combining traditional legal doctrines with digital innovation and aligning them with the SDGs, Islamic economic systems can remain relevant, just, and inclusive. Moving forward, regulatory bodies, scholars, and industries must collaborate to ensure that such transactions support a balanced integration of sharia principles and global development agendas.

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### Author Contribution

All authors contribute equally to the publication of this paper, and all authors read and agree to this paper, and all authors declare no conflict of interest.

### Conflicts of Interest

All authors stated that there was no conflict of interest.

### REFERENCES

- [1] S. Saprida, "Akad Salam Dalam Transaksi Jual Beli," *Mizan J. Islam. Law*, vol. 4, no. 1, pp. 121–130, 2018, <https://doi.org/10.32507/mizan.v4i1.177>
- [2] S. Shobirin, "Jual Beli Dalam Pandangan Islam," *BISNIS J. Bisnis dan Manaj. Islam*, vol. 3, no. 2, p. 239, 2016, <https://doi.org/10.21043/bisnis.v3i2.1494>
- [3] A. Faisal, T. Supriyanto, and H. Susanto, "Konversi Akad dan Penerapannya dalam Perspektif Fiqih dan Hukum Legal," *Al-Kharaj J. Ekon. Keuang. Bisnis Syariah*, vol. 5, no. 4, pp. 1578–1596, 2022, <https://doi.org/10.47467/alkharaj.v5i4.1787>
- [4] Apipudin, "Konsep Jual Beli Dalam Islam (Analisis Pemikiran Abdu al-Rahman al-Jaziri dalam Kitab al-Fiqh 'Ala al- Madahib al-Arba'ah)," *J. Islam.*, vol. 5, no. 2, pp. 1689–1699, 2016, [Online]. Available: <https://www.neliti.com/publications/267929/konsep-jual-beli-dalam-islam-analisis-pemikiran-abdu-al-rahman-al-jaziri-dalam-k>
- [5] Y. E. Prayitno, F. Hidayat, and P. A. Widodo, "The Agreement to Buy and Sell Mu'athah in Supermarkets Reviewed from the Rules of Fiqhiyah Al-Istihsanu bil 'Urf," *Demak Univers. J. Islam Sharia*, vol. 2, no. 1, pp. 15–26, 2024. [Online]. Available: <https://journal.walideminstitute.com/index.php/deujis/article/view/84>
- [6] Kadenun, "Istihsan sebagai Sumber dan Metode Hukum Islam," *J. Qalamuna*, vol. 10, no. (2), pp. 1–3, 2018, <https://doi.org/10.5281/zenodo.3559262>
- [7] Alimatul Farida, Abu Yasid, and Muhammad Lathoif Ghazali, "Peran Istihsan Dalam Dinamisasi Pemikiran Hukum Ekonomi Syariah," *J. Mu'allim*, vol. 5, no. 2, pp. 320–332, 2023, <https://doi.org/10.35891/muallim.v5i2.3640>
- [8] T. Indrawati and I. Hanifuddin, "Eksistensi Akad Dalam Bingkai Transaksi Bisnis Modern :Transaksi

- Bai'mu'athah di Supermarket," *Invest J. Sharia Econ. Law*, vol. 1, no. 2, pp. 106–121, 2021, <https://doi.org/10.21154/invest.v1i2.3482>
- [9] R. R. N. Fadilla, "Praktik Jual Beli Dengan Menggunakan Perbuatan (Ba'i Al-Mu'athah) Pada Supermarket Menurut Perspektif 'Urf," *Justisia Ekon.*, vol. 5, no. 1, pp. 54–64, 2021, <https://doi.org/10.30651/justeko.v5i1.8770>
- [10] Agus Fausi and Nur Ahmad Muntaqim, "Telaah Keabsahan Jual Beli Mu'athah di Kedai Thayyibah Ma'had Aly Situbondo Perspektif Mazhab Syafi'i," *Wasathiyah*, vol. 4, no. 2, pp. 78–91, 2022, <https://doi.org/10.58470/wasathiyah.v4i2.34>
- [11] Jamaludin, "Kontrak Jual Beli Dalam Islam," *Huk. Ekon. Syariah*, vol. 11, pp. 73–100, 2019. <https://doi.org/10.37035/mua.v11i2.3300>
- [12] G. N. Kmr *et al.*, "Jual Beli Online Yang Aman Dan Syar'i (Studi Terhadap Pandangan Pelaku Bisnis Online Di Kalangan Mahasiswa Fakultas Studi Islam Uniska Mab Banjarmasin)," *J. Ekon.*, no. 2019, pp. 1–11. [Online]. Available: <https://eprints.uniska-bjm.ac.id/2182/1/Artikel%20Alba.pdf>
- [13] Sukrianti dan Hadi Daeng Mapuna, "Tinjauan Hukum Ekonomi Syariah Terhadap Transaksi Jual Beli Pada Online Marketplace Shopee Sukrianti," *El-Iqtishady J. Huk. Ekon. Syariah*, vol. 4, no. 1, pp. 77–87, 2022. [Online]. Available: <https://journal.uin-alauddin.ac.id/index.php/iqthisadi/article/view/29685>
- [14] G. T. Pambekti, "Tinjauan Hukum Islam Terhadap Pelaksanaan Khiyar Pada Jual Beli Online di Indonesia," *J. Akses*, vol. 12, no. 24, pp. 84–98, 2017. [Online]. Available: <https://publikasiilmiah.unwahas.ac.id/index.php/AKSES/article/view/2272/0>
- [15] M. J. Beddu, "Istihsan Dalam Perspektif Hukum Islam," *J. Stain Huk. Ekon. syari'ah*, vol. XV, no. 1, pp. 1–14, 2020, [Online]. Available: <https://jurnalstaiibnusunia.ac.id/index.php/AD/article/download/28/25>
- [16] M. Azizah, "Penerapan Etika Bisnis Islam Dalam Transaksi Jual Beli Daring Di Toko Online Shopee," *Fak. Syariah, Univ. Semarang*, vol. 10, no. 1, pp. 83–96, 2020. <https://doi.org/10.47467/elmal.v1i2.344>
- [17] W. Susiawati, "Jual Beli dan dalam Konteks Kekinian," *J. Ekon. Islam*, vol. 8, no. 2, pp. 171–184, 2017. [Online]. Available: <https://journal.uhamka.ac.id/index.php/jei/article/view/836>
- [18] M. Syukran, "Perspektif Hukum Islam Terhadap Transaksi Jual Beli Online Dengan Model Periklanan," *Keagamaan dan Ilmu Sos.*, vol. 7, no. 1, 2022. [Online]. Available: <https://ojs.staiaifurqan.ac.id/jtm/article/view/229>
- [19] U. Saripudin, "Aplikasi akad," *Apl. Akad Syirkah Pada Lemb. Keuang. Syariah*, vol. 1, no. 2, pp. 1–20, 2018. [Online]. Available: <https://media.neliti.com/media/publications/280232-aplikasi-akad-syirkah-dalam-sembaga-keua-d67f952f.pdf>
- [20] E. N. Rachmawati and A. Mumin, "Praktiknya Di Pasar Modal Indonesia," *Akad Jual Beli Dalam Perspekt. Fikih dan Prakt. di Pasar Modal Indones.*, vol. 12, no. 4, pp. 785–806, 2015. [Online]. Available: <http://ejournal.radenintan.ac.id/index.php/adalah/article/view/214>
- [21] Indriana Ertanti and M. Fahrizi, "Praktik Ijab-Kabul (Akad) Dalam Transaksi Jual Beli Oleh Masyarakat Banjar Ditinjau Dari Prespektif Hukum Ekonomi Islam," *Divers. J. Huk.*, vol. 7, no. 1, pp. 129–150, 2023, [Online]. Available: <https://ejournal.uniska-kediri.ac.id/index.php/Diversi/article/view/2960>
- [22] N. H. Mufidah, "Bay ' Al- Mu ' Āt Āh Dalam Perspektif Madzhab Madzhab Hanafi Dan Syafi'i," 2022. [Online]. Available: [http://digilib.uinsa.ac.id/54143/2/Nuning%20Hidayatul%20Mufidah\\_C02218031.pdf](http://digilib.uinsa.ac.id/54143/2/Nuning%20Hidayatul%20Mufidah_C02218031.pdf)
- [23] A. M. Aji, "Transaksi Tanpa Ijab Kabul Dalam Masyarakat Perspektif Hukum Islam," *Mizan J. Islam. Law*, vol. 2, no. 1, 2018, <https://doi.org/10.32507/mizan.v2i1.215>
- [24] W. Rohmaniyah and Anas, "Penerapan Akad Jual Beli di Toko Modern dalam Pandangan Hukum Ekonomi Syariah (Studi Kasus di Pulau Mandangin Kabupaten Sampang)," *Al-Huquq J. Indones. Islam. Econ. Law*, vol. 3, no. 1, pp. 81–95, 2021, <https://doi.org/10.19105/alhuquq.v3i1.3106>
- [25] M. Aslianur, "Pemahaman Dan Penerapan Akad Dalam Transaksi Jual Beli Pasar Tradisional (Studi Terhadap Pedagang Pakaian di Pasar Perbelanjaan Mentaya Kota Sampit)," *Angew. Chemie Int. Ed. 6(11)*, 951–952., 2016. <http://digilib.iain-palangkaraya.ac.id/id/eprint/450>
- [26] A. Sarwat and L. Ma, "Fiqih Jual-beli Fatih Fayyad & Fawwaz Faqih," pp. 1–46. [Online]. Available: <http://eprints.radenfatah.ac.id/2432/1/fiqh%20jual-beli.pdf>
- [27] M. T. Nur *et al.*, "Reaktualisasi 'Urf Pembaruan Hukum Islam Di Indonesia". [Online]. Available: [http://repository.iainpalopo.ac.id/id/eprint/1846/1/Realitas%20E2%80%98Urf%20%20dalam%20Reaktualisasi%20Pembaruan%20\(Dr.%20Muhammad%20Tahmid%20Nur.%20M.Ag.%20dkk.\)%20B5.pdf](http://repository.iainpalopo.ac.id/id/eprint/1846/1/Realitas%20E2%80%98Urf%20%20dalam%20Reaktualisasi%20Pembaruan%20(Dr.%20Muhammad%20Tahmid%20Nur.%20M.Ag.%20dkk.)%20B5.pdf)
- [28] M. A. Al-Zarqa, *Syarah Al-Qawaid Al-Fiqhiyyah*. 2020. [Online]. Available: [https://books.google.co.id/books/about/Syarah\\_al\\_qawaid\\_al\\_fiqhiyyah.html?id=J2dvAQAACAAJ&redir\\_esc=y](https://books.google.co.id/books/about/Syarah_al_qawaid_al_fiqhiyyah.html?id=J2dvAQAACAAJ&redir_esc=y)

- [29] Syarifuddin, “Istihsan dan Pembaharuan Hukum Islam,” *Tahkim*, vol. 10, no. 2, pp. 56–57, 2014. [Online]. Available: <https://jurnal.iainambon.ac.id/index.php/THK/article/download/50/pdf>
- [30] K. Salenda, “Kehujjahan Istihsan dan Implikasinya dalam Istinbat Hukum,” *Al-Daulah*, vol. 1, no. 2, pp. 8–19, 2013. [Online]. Available: [https://journal.uin-alauddin.ac.id/index.php/al\\_daulah/article/view/1419](https://journal.uin-alauddin.ac.id/index.php/al_daulah/article/view/1419)
- [31] Y. A. OTTA, “Istihsan Pemikiran Imam Hanafi,” 2015. [Online]. Available: <https://www.neliti.com/publications/240326/istihsan-telaah-sosio-kultural-pemikiran-imam-hanafi>
- [32] F. Iman, “Ijtihad Dan Mujtahid,” *Alqalam*, vol. 21, no. 100, p. 1, 2004, <https://doi.org/10.32678/alqalam.v21i100.1645>
- [33] F. Saragih, S. Suparmin, and T. Anggraini, “Relevansi Istihsan Dan Istishab Di Masa Kini Dan Mendatang,” *J. Akmami*, vol. 3, no. 2, pp. 295–304, 2022. [Online]. Available: <https://jurnal.ceredindonesia.or.id/index.php/akmami/article/view/651>
- [34] P. Adam, “Penerapan Metode Istihsan Pada Bidang Muâmalah Mâliyyah (Hukum Ekonomi Syariah),” *J. Ilm. Univ. Batanghari Jambi*, vol. 21, no. 1, p. 68, 2021, <https://doi.org/10.33087/jiubj.v21i1.1208>
- [35] Sidik, “Aspek Hukum Urf Dalam Bermuamalah,” *Hunafa*, vol. 3, no. 1, 2006, [Online]. Available: <https://www.jurnalhunafa.org/index.php/hunafa/article/view/241/228>
- [36] Muhammad Harun & Fauziah, “Konsep ‘Urf Dalam Pandangan Ulama Ushul Fiqh (Tela’ah Historis),” *Nurani J. Kaji. Syari’ah dan Masy.*, vol. 14, no. 2, pp. 15–25, 2014, [Online]. Available: <http://jurnal.radenfatah.ac.id/index.php/Nurani/article/view/107>
- [37] F. Rizal, “Penerapan ‘Urf Sebagai Metode dan Sumber Hukum Ekonomi Islam,” *AL-MANHAJ J. Huk. dan Pranata Sos. Islam*, vol. 1, no. 2, pp. 155–176, 2019, <https://doi.org/10.37680/almanhaj.v1i2.167>
- [38] Sucipto, “‘Urf Sebagai Metode Dan Sumber Penemuan Hukum Islam,” *Asas J. Huk. Dan Ekon. Syariah*, vol. 7, no. 1, pp. 25–40, 2015, [Online]. Available: <http://ejournal.radenintan.ac.id/index.php/asas/article/view/1376/1104>
- [39] M. F. Rahman, “Praktek Al-‘Urf: Istinbat Hukum Dalam Transaksi Ekonomi Kontemporer,” *SALAM J. Sos. dan Budaya Syar-i*, vol. 6, no. 4, pp. 416–432, 2021, <https://doi.org/10.15408/sjsbs.v5i4.23289>
- [40] N. Hardiati, W. A. Ginanjar, E. Fitria, and A. Nurfauziah, “Urf Sebagai Metode Dan Sumber Hukum Ekonomi Syariah,” *J. Ilm. Mhs. Fak. Huk. Univ. Malikussaleh*, vol. 6, no. 1, pp. 18–26, 2023, <https://doi.org/10.29103/jimfh.v6i1.10410>
- [41] N. Harisudin, “Urf Sebagai Sumber Hukum Islam,” *J. Al-Fikr*, vol. 20, pp. 1–21, 2016. [Online]. Available: <https://journal.uin-alauddin.ac.id/index.php/alfikr/article/view/2311/2240>