



Buying and Selling in Legal, Economic and Social Perspectives

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Abstract

Buying and selling is a fundamental economic activity in human life and has evolved from a barter system to digital transactions. In law, buying and selling is regulated to ensure justice and protection for transaction actors. From an economic perspective, buying and selling plays a role in economic growth and community welfare, while from a social aspect, buying and selling transactions reflect interactions and trust between individuals. Technological developments have changed buying and selling patterns from conventional transactions to e-commerce, which bring benefits but also pose challenges such as security and consumer protection. This study aims to analyze buying and selling from a legal, economic, and social perspective in order to understand its implications in modern life. The method used is a normative legal approach by examining primary and secondary legal sources, including positive legal regulations, Islamic legal principles, and related literature.

The results of the study show that positive law and Islamic law have clear rules in regulating buying and selling transactions in order to create fair trade. Economically, buying and selling encourages market growth, while socially, buying and selling builds harmonious relationships. In conclusion, buying and selling must be carried out with the principles of justice, transparency, and legal protection in order to provide benefits to all parties.

I. INTRODUCTION

Buying and selling is an economic activity that has been known since human civilization developed. Since ancient times, humans have made transactions as part of fulfilling life's needs.(Ghulam, 2016). Initially, the exchange or barter system was the main method of buying and selling, where goods or services were exchanged for other goods or services of equivalent value.(Iskandar, 2015). However, along with the development of civilization, humans began to use exchange tools such as gold, silver, and finally money as a means of transaction. This change shows that buying and selling is an activity that continues to develop according to the needs of the times.

In practice, buying and selling is not only limited to the exchange of goods and services, but also involves legal, economic, and social aspects. From a legal perspective, buying and selling must meet certain requirements and pillars in order to be legally valid, both from a positive legal perspective and Islamic law. In Islamic law, buying and selling must be carried out on the basis of mutual consent, without any elements of fraud

or cheating, and must meet the principles of justice and permissibility.(Farid & Zahroh, 2015). Meanwhile, in positive law, there are various regulations governing the rights and obligations between sellers and buyers to create fair and safe transactions.

From an economic perspective, buying and selling plays an important role in a country's economic growth. This activity is one of the main indicators in determining economic stability, where the higher the volume of buying and selling transactions, the stronger the economy of a country. Healthy and competitive trade encourages innovation, creates jobs, and improves people's welfare. However, in a modern economy, various challenges arise such as tight business competition, price fluctuations, and economic policies that can affect market stability.

In its development, buying and selling is not only done conventionally through direct meetings between sellers and buyers, but has also evolved into the form of digital transactions or e-commerce.(Lutfiana & Zulfiani, 2024). Technological advances have had a major impact on the world of commerce, allowing transactions

to be carried out without limitations of space and time. With e-commerce, a person can buy and sell goods or services simply by using a digital device, such as a computer or smartphone, and make payments through a variety of more practical and efficient methods.

Despite providing many conveniences, digital transactions also present various challenges that need to be anticipated. One of the main challenges is security in transactions, where the risk of fraud, data theft, and misuse of personal information are common issues. In addition, consumer rights protection is also an important aspect that must be considered in digital buying and selling, considering that there are still many cases where consumers are harmed due to a lack of transparency in transactions. Clear regulations and strict law enforcement are needed to create a safe and trusted trading system for all parties.

In addition to legal and economic aspects, buying and selling also has a significant social impact. In community life, buying and selling activities are not only an exchange of goods and services, but also a means of social interaction that builds trust between individuals. A fair and transparent buying and selling system can create harmonious social relations and improve the welfare of society as a whole. On the other hand, unethical buying and selling practices, such as monopoly, labor exploitation, or fraud, can cause social injustice and damage trust in the business world.

Therefore, understanding the concept of buying and selling from various perspectives is very important so that this economic activity can run in a balanced and sustainable manner. With clear regulations, a secure transaction system, and ethical awareness in buying and selling, it is hoped that the world of trade can continue to develop positively and provide benefits to all parties.

II. RESEARCH METHODS

This research uses a normative legal approach method, namely an approach that focuses on the study of legal norms that apply in regulating buying and selling practices. (Jonaedi Efendi et al., 2018). This approach aims to analyze the legal principles underlying buying and selling activities, both in the Islamic legal system and positive law.

This research will be conducted by examining primary legal sources, such as laws and regulations relating to sales transactions in positive law, as well as the Qur'an, Hadith, and opinions of scholars in Islamic law. In addition,

this research will also examine secondary legal sources, such as books, journals, and scientific articles that are relevant to the problems discussed.

This normative approach will be used to understand how the law regulates buying and selling in various contexts, including conventional and digital transactions. With this method, it is hoped that a clear picture can be obtained regarding the legality of buying and selling as well as legal protection for transaction actors so that this economic activity can take place fairly and in accordance with applicable legal principles.

III. RESULTS AND DISCUSSION

A. Definition of Buying and Selling

The definition of Sale and Purchase in terms of language means transferring ownership rights to an object with a mutual replacement contract. While according to the term, it is a mutual replacement contract with assets that result in ownership of an object or benefit for a period of time forever. (Azqia, 2022). With the word "mutual replacement" it does not include a gift, and others that do not involve mutual replacement, and with the word "property" it does not include a marriage contract because even though there is mutual replacement, it is not replacing property with property but rather the lawfulness of having fun with the wife, and with the word "ownership of property and its benefits forever", it does not include a rental contract because the ownership right in a rental is not to the object but to its benefits.

This explanation is similar to what is written in the Sahih fiqh sunnah, but there are several additions, namely: it is not an urgent need and with something equivalent to one of them. (Amelia & Nahidloh, 2024). The statement "not an urgent need" to exclude something that may be utilized due to urgent or emergency needs, such as the permissibility of utilizing a carcass due to an emergency, or a hunting dog due to an urgent need. The statement with something equivalent from one of them means the exchange of property, even in the form of collateral or benefits, with something equivalent from one of them.

For a clearer understanding of buying and selling, see below:

1. According to Hanafiah, states that buying and selling has two meanings, namely a special meaning and a general meaning. The special meaning is that buying and selling is exchanging objects with two currencies (gold and silver) and the like,

or exchanging goods with money or the like in a special way. The general meaning is that buying and selling is exchanging property with property in a special way, property includes substances (goods) or money (Muslich, 2022).

2. According to Syafi'iyah, it provides a definition of buying and selling with aqad which contains the exchange of property for property with conditions that will be explained later to obtain ownership of objects or benefits for eternity. (Muslich, 2022).
3. According to Hanabilah, the definition of buying and selling is as follows; exchanging property for wealth, exchanging permissible benefits for permissible benefits for eternity, not usury and not debt. According to Hasbiash-shiddiqie, it is an aqad that is established on the basis of exchanging property for property, so the exchange of property becomes permanent property. (Muslich, 2022).

B. Legal Basis and Pillars of Sale and Purchase

Abu Sa'id bin Abu Amr reported to us, Abu Abbas Al Asham reported to us, Ar-Rabi' reported to us, Shafi'i reported to us, he said, Allah said:

"Even though Allah has permitted buying and selling and prohibited usury" (QS. al-Baqarah [2]: 275)

Allah's permission of buying and selling has two possible meanings, namely: (Ertina, 2019)

1. Allah justifies every sale and purchase that humans usually transact with an attitude of mutual willingness with both of them. This is its strongest meaning.
2. Allah permits buying and selling if it is not prohibited by the Messenger of Allah as an enlightener from Allah about the meaning of what he desires. Thus, buying and selling includes mujmal laws which have been established by Allah in his book and the procedures are explained through the words of the Prophet or include general laws which are intended to apply specifically, then the Messenger of Allah explains what is meant by halal and what is forbidden from it; or he falls into the second category; or includes general laws that Allah has permitted except those that He has prohibited through the words of His Prophet and other sources of law that

are meaningful. Because the Prophet forbade several types of buying and selling even though the seller and buyer were mutually willing, we make it a postulate that the halal buying and selling that Allah intended was one that was not shown to be haram through the words of the Prophet, not that it was forbidden by God directly.

Another verse relating to buying and selling is the word of Allah:

"And witness what happens when you buy and sell" (QS. al-Baqarah [2]: 28)

"O you who believe, do not devour each other's wealth in a false way, except by means of commerce which is valid between you. And do not kill yourselves, indeed Allah is Most Merciful towards you." (QS an-Nisa[4]: 29)

Allah has forbid consuming other people's property by means of vanity, namely without compensation and gifts, which is vanity based on the consensus of the people and includes all types of broken contracts which are not permissible according to sharia, whether because of the element of usury or unknown, or because the amount of compensation is damaged, such as liquor, pork and others and if what is contracted is trade property, then that is permissible, because the exception in the paragraph above is broken because trade property is not among assets that cannot be bought and sold.

While the evidence from the hadith is the words of the Prophet SAW. which means:

"Two people who make a transaction have the right to khiyar (choose to continue or cancel the transaction) as long as they have not separated."

Another hadith that explains buying and selling is:

from Jabir bin Abdullah ra that he heard Rasulullah say in the year of victory in Mecca: Indeed, Allah and His Messenger have forbidden the sale of intoxicating drinks (Khamr), carrion, pork and idols. Then someone asked, "Yes, Rasulullah, what about carrion fat, because it is used to paint boats to make them water-resistant, and to oil the skins, and people use it to light lamps? He answered, "No, it is haram." Then at that time the Messenger of Allah, peace and blessings be upon him, said: Allah cursed the Jews, verily Allah, when Allah forbade their fat, they melted the fat and then sold it and then they ate the price. (HR Bukhari).

It was narrated from Ibn Umar that a man told the Prophet that he had been cheated in buying and selling, so the Prophet said:

"If you buy and sell then say, there must be no fraud."

Rasulullah saw said which means:

"Indeed, buying and selling is based on mutual pleasure." When asked about the most important business, the Prophet SAW. answered: "a person's business is with his own efforts, and every sale and purchase is prosperous." Mabruur buying and selling is every buying and selling that does not contain lies and betrayal, while lying is a disguise in the goods being sold, and disguise is hiding the goods' disgrace from the buyer.

This means that the basic law in muamalah is that it is permissible, unless there is an argument that prohibits it. Ulama agree that there is a proposition which states "The original law in muamalah is that it is permissible until there is a proposition that prohibits it." On this basis, the creation and development of the types and forms of muamalah are left entirely to experts in that field, just like buying and selling. According to Ulama Sayyid Sabiq in his book Fiqh Sunnah "Exchanging objects for other objects by mutual exchange or transferring ownership rights to a replacement in a permitted manner(Adi, 2021).

The rules that have been described above can be used as a basis or argument in determining the law of various issues related to Islamic finance. From the legal basis as mentioned above, the law of buying and selling is permissible. This means that buying and selling is permitted as long as the buying and selling meets the provisions that have been determined in the buying and selling with conditions that are in accordance with Islamic law.

The human need to conduct a transaction of buying and selling is very urgent, with a transaction of buying and selling someone is able to have other people's desired goods without violating the limits of sharia. Therefore, the practice of buying and selling carried out by humans since the time of the Prophet Muhammad, until now shows that the people have agreed that buying and selling will be made lawful.

The Islamic religion protects human rights in owning the property they own and provides a way out for each human being to own other people's property in a predetermined way, so that in Islam the principle of trade that is regulated is an agreement between both parties, namely the

seller and the buyer. as outlined by the muamalah principle is as follows(Azqia, 2022).

- 1) The Principle of Willingness.
- 2) Useful principles.
- 3) The principle of mutual assistance.
- 4) the principle of non-prohibition.

There are three pillars of buying and selling:(Azqia, 2022)

1. both parties who make a contract, which is contracted and the pronounciation (shigat). Shigat is ijab and qabul. Ijab is taken from the word aujabayang which means to put, from the seller it means giving ownership rights, and qabul means the person who receives ownership rights. Regarding this there are three opinions of fiqh experts: First, a sale and purchase transaction is not valid except with the words of handover and acceptance, and this is the original law of the contract both in buying and selling, renting, granting and marriage. Second, the contract is valid only with actions for things whose contracts are mostly carried out with actions, such as a person who hands over his clothes to a tailor or a person who builds a mosque and allows the public to pray in it. Third, the contract is considered valid with everything that indicates its purpose, either by words or actions. So, everything that is considered by humans as buying and selling and renting, then it is buying and selling and renting, even though humans differ in their expressions and actions.
2. Contracting Parties If it is said that the parties to the contract then attention is focused on the seller and the buyer because both of them have a stake in the ownership at the price and conditions stated by the author, there are four: freedom to act, no coercion without truth, the Islamic faith of the person who buys the mushaf or book of hadith, or book of knowledge in which there are sayings of the Salaf, the buyer is guaranteed if what is being sold is war equipment.
3. The goods being contracted are the assets that will be transferred from the hands of one of the people who will make the contract to another party, either price or valuables.

C. Rights and Obligations of Sellers and Buyers

QS. Al-Baqarah verse 282:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَانَيْتُمْ بِدَيْنٍ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ۚ وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ ۚ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسَ مِنْهُ شَيْئًا ۚ فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ ۚ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ ۚ فَإِنْ لَمْ يَكُنَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكَّرَ إِحْدَاهُمَا الْأُخْرَى ۚ وَلَا يَأْبَ الشُّهَدَاءُ إِذَا مَا دُعُوا ۚ وَلَا تَسْمَعُوا أَنْ تُكْتَبَوهُ صَغِيرًا أَوْ كَبِيرًا إِلَى أَجَلٍ ۚ ذَٰلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشُّهَدَةِ وَأَنْتُمْ أَلَّا تَرْضَوْنَ إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تُكْتَبُوهَا ۚ وَأَشْهَدُوا إِذَا نَبَايَعْتُمْ ۚ وَلَا يُضَارَ كَاتِبٌ وَلَا شَهِيدٌ ۚ وَإِنْ تَفْعَلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ ۚ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ يَعْلَمُكُمْ اللَّهُ ۖ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

"O you who believe, if you do not have money in cash for the specified time, you should write it down. And let a writer among you write it correctly. And let the writer not be reluctant to write it as Allah has taught him, so let him write, and let the person who is in debt accept (what he will write), and let him fear Allah his Lord, and let him not reduce the debt in the slightest. If the debtor is a person who is weak of mind or weak (the situation) or he himself is not able to make the statement, then let his guardian make the statement honestly. And testify with two male witnesses (among you). and do not get tired of writing down debts, whether small or large, until the deadline for paying them. That way, it is fairer in the sight of Allah and strengthens your testimony and is closer to not (giving rise to) your doubts. (Write the mu'amalah), except if the mu'amalah is a cash trade that you carry out between you, then there is no sin for you, (if) you do not write it. And bear witness when you buy and sell; and let the writer and witness not make things difficult for each other. If you do (that), then indeed it is an act of wickedness on your part. And fear Allah; Allah teaches you; and Allah is All-Knowing of everything."(QS. Al-Baqarah verse 282.)

From the verse above, there are several rights and obligations for sellers and buyers, including the right to be recorded, fair, witnessed, and not to reduce the weight or be free from elements of fraud.

1. Elements to avoid in buying and selling

Gharar means doubt, deception or actions that aim to harm another party.(Zulfahmi & Maulana, 2022). Islamic jurisprudence scholars have put forward several definitions of gharar:(Jalaluddin, 2024)

- Imam Al-Qarafi stated that gharar is a contract in which it is not known with certainty whether the effect of the

contract will be carried out or not, such as buying and selling fish in the water.

- Ibnu Qayyim Al-Jauziyah said that gharar is an object of a contract that cannot be handed over, whether the object exists or not, such as selling a loose cow.

2. Forms of Buying and Selling Gharar

According to jurisprudence scholars, buying and selling gharar is prohibited:(Jalaluddin, 2024)

- There is no ability to sell to hand over the object of the contract at the time the contract occurs, whether the object of the contract already exists or does not yet exist.
- Selling something that is not yet under the control of the seller. If goods that have been purchased from another person have not been handed over to the buyer, then the buyer may not sell the goods to another buyer.
- There is no certainty about the type of payment or the type of item sold. Zulaili's plague argues that such uncertainty is the form of gharar that is most prohibited.
- There is no certainty about the specific nature of the goods sold.
- There is no certainty about the amount of price to be paid.
- There is no clarity regarding the form of the transaction, that is, there are two or more different types in one object of the contract without confirming which form of transaction was chosen when the contract occurred.
- There is no certainty of the object of the contract, because there are two different objects of the contract in one transaction. The condition of the object of the contract cannot be guaranteed to be in accordance with that specified in the transaction.

3. Buy and Sell Online

a. Online Buying and Selling Law

The scholars agree that transactions that require cash for the handover of goods and money are not allowed to be done by telephone or internet (online), such as buying and selling gold and silver because this is riba nasi'ah. Unless the object being bought and sold can be handed over at that time, such as exchanging foreign currency through an ATM, then it is permissible because the exchange of rupiah for dollars is according to the exchange rate on that day.(Salim, 2017).

For goods that do not require cash handover in the sale and purchase, namely all types of goods, except gold and silver and currency, then the sale

and purchase via the internet (online sale and purchase), can be terminated with a sale and purchase via correspondence. Meanwhile, sale and purchase via telephone and internet is a direct sale and purchase in the *ijabdan qabul* contract. (Salim, 2017).

As decided by *Majma' Al Fiqh Al Islami* (Fiqh Division of OKI) decision no. 52 (3/6) of 1990, which states "If the contract occurs between two people who are far apart and are not in one assembly and the transaction actors, one with the other do not see each other, do not hear each other's transaction partners, and the media between them is writing or a letter or a person on their behalf, this can be applied to facsimile, telex, and computer screens (internet) (Ainiah & Faujiah, 2021).

Then the contract takes place with the arrival of the *ijab* and *qabul* to each party to the transaction. If the transaction takes place at one time while both parties are in distant places, this can be applied to transactions via telephone or mobile phone, then the *ijab* and *qabul* that occurs are direct as if both were in one place. "Online Buying and Selling According to Islamic Law. In transactions using the internet, the provision of an application for a request for goods by the seller on the website is an *ijab* and the filling and sending of the application that has been filled in by the buyer is *qabul*.

As for the goods, only the picture can be seen and the specifications are explained clearly and completely, with an explanation that can affect the selling price of the goods. After the *ijab qabul*, the seller asks the buyer to transfer money to the seller's bank account. After the money is received, the seller will send the goods via courier or shipping service. So, transactions like this (online buying and selling) the majority of Ulama allow it as long as there is no element of *gharar* or ambiguity, by providing specifications in the form of pictures, types, colors, shapes, models and those that affect the price of the goods (Ainiah & Faujiah, 2021).

The Site Owner is a Representative (Agent) of the Owner of the Goods If the owner of the site/website is a person who is not the owner of the goods but has made an agreement with the owner of the goods so that he is given the trust to sell the goods by getting a percentage commission that has been mutually agreed upon, then this is also permitted because in essence the legal representative is the same as the owner of the goods.

As narrated by Jabir Bin Abdullah ra he said, "I was going to Khaibar, then I went to Rasulullah SAW, I said hello to him while telling him that I was going to Khaibar, then the Prophet Muhammad SAW said, "When you come to my representative in Khaibar, take from him 15 wasq dates. If he asks for proof (that you are my representative) then place your hand above his lower neck bone" (HR Abu Daud. According to Ibnu Hajar, this hadith is narrated Hassan).

b. Site Owner Is Not Owner Of The Goods

In this case, a buyer contacts the seller of the goods by sending an actual application without making a sale and purchase agreement, only to confirm the existence of the goods, after being sure of the existence of the goods, then the seller asks the buyer to transfer money to his account. After he receives the money, he buys the goods and sends them to the buyer.

If the owner of the site displays goods but is not the owner of the goods, then the scholars agree that the sale and purchase is not valid because it contains an element of *gharar* because at the time the contract was made the seller could not be sure whether the goods could be sent or not.

As the words of the Prophet sallallaahu 'alaihi wa sallam were narrated by Hakim bin Hizam, he said, "O Messenger of Allah, someone came to me to buy an item, coincidentally I didn't have the item, could I sell it and then buy the item he wanted from the market? So the Prophet SAW answered, "Don't sell items that you don't have." (HR. Abu Daud).

c. Sharia Solution

In order for online buying and selling like this to be legal, the site owner can take the following steps:

- 1) Inform every prospective buyer that the provision of a product application does not constitute an acceptance by the seller (site owner).
- 2) After the prospective buyer fills out the application and sends it, the site owner may not immediately make a sale and purchase agreement but must first buy the goods from the real owner of the goods and he receives the goods. Then he answers the buyer's request and asks him to transfer money to his account and then the goods are sent to the buyer with a guarantee that the goods are in accordance with the picture and specifications. To avoid losses due to buyers via online sales withdrawing their wishes or canceling their sales, the site

owner makes an agreement during the waiting period (3 days) he has the right to return the goods to the real owner of the goods.

D. Buying and Selling with Salam Contract Online (E-Commerce)

In terms of language, transactions (contracts) are used in many different meanings, which generally only return to the form of a bond or relationship to two things, namely As-Salam or also called As-Salaf. Both are terms in Arabic that contain the meaning of "delivery". While the fuqaha' call it al-Mahawij (urgent goods) because it is a type of sale and purchase of goods that are not in place, while the two principals who carry out the urgent sale and purchase transaction (Salim, 2017).

Buying and selling orders in Islamic jurisprudence is called as-salam according to the language of the Hijaz population, while the language of the Iraqi population is as-salaf (Napitupulu, 2015). Both words have the same meaning, as the two words were used by the Prophet, as narrated that the Messenger of Allah when discussing the bay'salam contract, he used the word as-salaf besides as-salam, so the two words are synonymous words. In terminology, the scholars of fiqh define it:

Meaning: "selling goods whose delivery is postponed, or selling goods whose characteristics are clear with initial capital payment, while the goods are delivered at a later date"

With the above opinion, it is enough to provide a representative explanation of the contract, where the core of the opinion is that the salam contract is an order contract by paying in advance and the goods are delivered later, but the characteristics of the goods must be clear in nature. There are many more opinions expressed by thinkers on this issue, such as al-Qurthuby, An-Nawawi and the Malikiyah scholars, and others, they also contributed to this issue, but because their opinions are almost the same as the opinions expressed above, the author thinks that the opinion above is enough to represent it.

In Islam, it is required to be clearer in providing a legal basis, therefore Islam attaches a legal basis attached to the Qur'an, Hadith or Ijma'. It should be noted in advance regarding this transaction specifically in the Qur'an, there is nothing that has been used as a legal basis for global buying and selling transactions, because bay' salam is included in one of the special forms

of buying and selling. So the hadith of the Prophet and the ijma' of scholars explain it a lot and of course the Qur'an which discusses it globally already includes the permissibility of buying and selling akad salam. The legal basis of Islam regarding this matter is:

1. Verses about bay as-salam:

Meaning: "If you buy and sell salam, then do it in a certain size, certain scales, and at a certain time (HR Bukhari, Muslim, Abu Daud, An-Nasa'i at Tirmizi and Ibn Majah from Ibn 'Abbas).

2. The law regarding bay as-salam:

The hadith regarding the legal basis for the permissibility of this transaction is as narrated by Hakim bin Hizam:

Meaning: "From Hakim bin Hizam, the Prophet actually said: do not sell something that you do not have"

3. Secret greetings

People who have companies often need money for their company's needs, even at times their company's activities are hampered by a shortage of basic materials. While the buyer, in addition to getting the goods according to what he wants, he has also helped the progress of his company. So for that purpose Allah made the salam regulation.

4. Pillars of greeting

- a. There is the seller and the buyer
- b. There are goods and money
- c. There is a sigat (contract wording)

5. Conditions of greeting

- a. The money must be paid at the place of the contract, meaning the payment is made first.
- b. The goods become a debt for the seller
- c. The goods can be delivered according to the promised time, meaning that at the promised time the goods must be there.
- d. The dimensions of the goods should be clear, including measurements, scales, dimensions or numbers, according to the customary way of selling such goods.
- e. The characteristics of the goods are known and stated. With these characteristics, it means that the price and people's desires for the goods can be different. These characteristics should be clear so that there is no doubt that will result in a dispute later between the buyers of both parties (the seller and the buyer). Likewise, the type must also be stated, for example goat meat, beef, or buffalo meat.
- f. It is stated where it is received, if the place of the contract is not suitable for receiving

the goods. The salam contract even though it continues, means there is no khiyar condition.

According to Syafi'i, Hanafi, and Maliki, it is permissible for goods sold through salam to be given immediately or postponed. Meanwhile, the Hambali opinion is that it is not permissible to hand over goods immediately, and of course there must be a postponement, even if it is for several days.

E. Islamic Law Review of Online Buying and Selling

As stated in the description and explanation regarding the legal basis and requirements for salam transactions in Islamic law, if seen at a glance, it may point to the impermissibility of online transactions (e-commerce), due to the unclear location and the absence of both parties involved in the location. (Napitupulu, 2015).

But if we try to examine it further by trying to collaborate between the expressions of the Qur'an, hadith and ijma', with a basis: "Initially all Muamalah were permitted until there was evidence that showed its prohibition". As Abdullah bin Mas'ud said: That what has been considered good by Muslims is good in the sight of Allah, but vice versa.

And the most important thing is honesty, fairness and clarity by providing complete data, and no intention to deceive or harm other people, as Allah says in Surah Al-Baqarah verses 275 and 282.

Steps that we can take to ensure that online buying and selling is permitted, halal and legal according to Islamic law: (Ainiah & Faujiah, 2021)

1. Halal Products. The obligation to maintain the law of halal-haram in business objects still applies, including in online business, considering that Islam forbids the results of trading in goods or services that are haram, as emphasized in the hadith: "Indeed, if Allah has forbidden a people to eat something, He must also forbid the results of its sale." (HR Ahmad, and others). It may be that when trading online, the feeling of hesitation or awe of others disappears or decreases. But you must realize that Allah 'Azza wa Jalla still records the halal or haram of your business.
2. Clarity of Status. Among the important points that you must pay attention to in every trade is the clarity of your status. Are you the owner, or at least the

representative of the owner of the goods, so that you have the authority to sell the goods. Or are you only offering goods procurement services, and for this service you require certain compensation. Or are you just a trader who does not have goods but can bring in the goods you offer.

3. Price Match with Quality of Goods. In online buying and selling, we often find many buyers feel disappointed after seeing clothes that have been purchased online. Whether it's the quality of the fabric, or the size that turns out not to fit the body. Before this happens again to you, you should really consider whether the price offered is in accordance with the quality of the goods to be purchased. You should also ask for real photos of the condition of the goods to be sold.
4. Your honesty. Trading online, although it has many advantages and conveniences, does not mean it is without problems. Various problems can arise in online trading. Especially problems related to the level of trust of both parties.

It could be that someone makes a purchase or order. However, after you send the goods to him, he does not make payment or does not pay the remaining balance. If you are a buyer, it could be that after you make a payment, or at least send a down payment, it turns out that the seller betrays you and does not send the goods. It could be that the goods sent are not in accordance with what he described on his website or not in accordance with what you wanted.

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

Buying and selling in Islam is defined as a contract of voluntary exchange of assets or benefits for permanent ownership, provided that the elements of fraud (gharar), usury and ambiguity are avoided. The legal basis comes from the Al-Qur'an (QS. Al-Baqarah: 275, 282; An-Nisa: 29) and Hadith, which confirm the halalness of buying and selling as long as it meets the principles of consent, justice and benefit. The pillars of buying and selling include the contracting parties (seller-buyer), the object of the transaction, and the agreement, whether through words, writing, or deeds.

The rights and obligations of sellers and buyers include honesty, transparency, and recording transactions to avoid disputes. Islam prohibits gharar practices, such as selling goods that are not

yet owned or whose specifications are unclear. In the modern context, online buying and selling is permitted as long as it meets the following requirements: clarity of goods, payment, and ownership, and avoids fraud. Salam contracts (orders with advance payment) are also valid if they meet criteria such as determining the specifications of goods and the time of delivery.

Buying and selling in Islam must be based on halal, justice, and welfare, both conventionally and digitally. The main principles are transparency, willingness, and certainty of the object of the transaction to prevent conflict and achieve blessings in muamalah.

B. Suggestion

Based on the explanation that has been outlined above, it is important for buyers and sellers, both conventional and online, to always prioritize the principles of honesty, fairness, and transparency. Sellers must provide clear information about the product, including specifications, prices, and conditions of the goods, while buyers are required to fulfill payment obligations according to the agreement. In online transactions, make sure to use a trusted platform and avoid gharar or fraudulent practices. In addition, clear recording of transactions and agreements can prevent disputes in the future. Business actors are also advised to study the laws of buying and selling in Islam so that their business activities are not only profitable in material terms, but also have worship and blessings. By implementing

REFERENCE LISTAN

- Adi, F. K. (2021). Perspektif Jual Beli Online dalam Perspektif Hukum Islam dan KUHPerduta. *Lisyabab: Jurnal Studi Islam Dan Sosial*, 2(1), 91–102.
- Ainiah, R., & Faujiah, A. (2021). Analisis Jual Beli Secara Online Menurut Perspektif Ekonomi Islam di Toko Madina Muslimah Sidoarjo. *ICO EDUSHA*, 2(1), 417–427.
- Amelia, A. P., & Nahidloh, S. (2024). Praktik Jual Beli Paksaan di Objek Wisata Religi Batu Ampar Pamekasan Madura Studi Analisis Maqosid Syariah. *Jurnal Mediasas: Media Ilmu Syari'ah Dan Ahwal Al-Syakhsiyyah*, 7(2), 560–573.
- Azqia, H. (2022). Jual beli dalam perspektif Islam. *AL-RASYAD: JURNAL HUKUM DAN ETIKA BISNIS SYARIAH*, 1(1), 63–77.
- Ertina, I. (2019). *Kedudukan Hukum Jual Beli Barang Yang Haram Dikonsumsi Dalam Prespektif Hukum Islam*. Universitas Islam Negeri "SMH" Banten.
- Farid, M., & Zahroh, A. (2015). Analisis Penerapan Etika Bisnis Islam dalam Perdagangan Sapi di Pasar Hewan Pasirian. *IQTISHODUNA: Jurnal Ekonomi Islam*, 4(2), 125–142.
- Ghulam, Z. (2016). Relasi Fiqh Muamalat Dengan Ekonomi Islam. *IQTISHODUNA: Jurnal Ekonomi Islam*, 5(2), 277–297.
- Iskandar, D. (2015). *Praktik Penukaran Uang Koin Di Pasar Beringharjo Yogyakarta Dalam Perspektif Sosiologi Hukum Islam*. Skripsi UIN Yogyakarta.
- Jalaluddin, J. (2024). Perbandingan Fikih tentang Gharar: Analisis Praktik Gharar dalam Transaksi Ekonomi Islam. *Jurnal Maps (Manajemen Perbankan Syariah)*, 8(1), 50–62.
- Jonaedi Efendi, S. H. I., Johnny Ibrahim, S. H., & Se, M. M. (2018). *Metode penelitian hukum: normatif dan empiris*. Prenada Media.
- Lutfiana, Z., & Zulfiani, A. (2024). *Analisis Pencurian E-Money pada Platform E-Commerce dalam Tindak Pidana Cybercrime yang Dikategorikan sebagai Tindak Pidana Ekonomi*. ResearchGate.
- Muslich, H. A. W. (2022). *Fiqh muamalat*. Amzah.
- Napitupulu, R. M. (2015). Pandangan Islam Terhadap Jual Beli Online. *At-Tijarah: Jurnal Ilmu Manajemen Dan Bisnis Islam*, 1(2), 122–140.
- Salim, M. (2017). Jual beli secara online menurut pandangan hukum Islam. *Al Daulah: Jurnal Hukum Pidana Dan Ketatanegaraan*, 6(2), 371–386.
- Zulfahmi, Z., & Maulana, N. (2022). Batasan Riba, Gharar, dan Maisir (Isu Kontemporer Dalam Hukum Bisnis Syariah). *Syarah: Jurnal Hukum Islam & Ekonomi*, 11(2), 134–150.