

A Review of Fiqh Muamalah on Online Buying and Selling Practices in the Digital Era: A Case Study on E-Commerce Platforms

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Abstract

This article examines the compliance of online buying and selling practices on e-commerce platforms with the principles of Islamic commercial jurisprudence (fiqh muamalah). Using a qualitative descriptive approach and literature review, the study analyzes the core elements of digital contracts, including contracting parties, transaction objects, and the form of ijab and qabul as expressed through features like “checkout” or “buy now” buttons. The findings indicate that online transactions are generally valid under Islamic law if the essential pillars and conditions of sale are fulfilled. However, violations such as gharar (ambiguity), tadlis (deception), riba (interest), and najasy (false bidding) are still common. Although DSN-MUI Fatwa No. 110/2017 provides normative guidance, its implementation remains limited. The lack of awareness among Muslim consumers and weak ethical control by platforms highlight the urgency of digital muamalah education. This study recommends integrating Islamic commercial literacy into the education curriculum and strengthening syariah-based oversight within e-commerce systems.

Keywords: *Fiqh muamalah, online transaction, digital contract, e-commerce, Islamic law*

Abstrak

Artikel ini membahas kesesuaian praktik jual beli online di platform e-commerce dengan prinsip fiqh muamalah. Melalui pendekatan kualitatif deskriptif dan studi pustaka, penelitian ini menelaah unsur akad digital seperti pelaku akad, objek, dan ijab qabul yang diwujudkan melalui fitur seperti tombol “checkout” atau “beli sekarang”. Hasil kajian menunjukkan bahwa secara prinsip, transaksi online dapat sah menurut syariah jika memenuhi rukun dan syarat jual beli. Namun, potensi pelanggaran seperti *gharar*, *tadlis*, *riba*, dan *najasy* masih sering terjadi. Fatwa DSN-MUI No. 110 Tahun 2017 telah memberikan pedoman, namun belum diimplementasikan secara optimal. Kurangnya pemahaman konsumen Muslim dan lemahnya etika platform memperkuat urgensi pendidikan muamalah digital. Penelitian ini merekomendasikan integrasi fiqh muamalah digital dalam kurikulum dan penguatan peran pengawasan platform e-commerce berbasis syariah.

Kata kunci: *Fiqh muamalah, jual beli online, akad digital, e-commerce, syariah*

A. INTRODUCTION

The rapid development of information and communication technology in the digital age has significantly transformed various aspects of economic activity,

particularly in trade practices. One notable change is the rise of e-commerce platforms, which allow transactions to occur without any face-to-face interaction between buyers and sellers. This shift signifies a transition from traditional contractual models to digital-based systems. However, this evolution has introduced new challenges in terms of Islamic legal perspectives, especially regarding the validity of contracts. Digital transactions often bypass the direct *ijab qabul* (offer and acceptance) process and tend to neglect essential elements such as transparency and clarity of information (Jannah, 2021).

In Islamic legal studies, buying and selling fall under the scope of *fiqh muamalah*, which outlines specific provisions regarding the pillars and conditions for a valid transaction. Key components that must be present include the existence of both contracting parties (seller and buyer), a clear transaction object (goods), and a mutual offer and acceptance (*ijab qabul*) based on mutual consent. The rise of online transaction systems has sparked new discussions, especially when elements prohibited in Islam—such as *gharar* (uncertainty), delays in delivery, and fraudulent practices—are observed (Ulwan & Al Kayyisi, 2025).

In response to these developments, the Indonesian Council of Ulama (MUI), through its National Sharia Council, issued Fatwa No. 110 of 2017 concerning the legal status of online transactions. This fatwa affirms that digital trade is permissible under Islamic law, provided it upholds key Sharia principles such as transparency, honesty, and the absence of fraud. Nonetheless, the implementation of these values across various e-commerce platforms—such as Tokopedia, Shopee, and Lazada—has yet to fully align with the established Sharia guidelines. This discrepancy remains a focal point in contemporary *fiqh muamalah* discourse (Rahman, 2021).

Previous studies have revealed a gap between e-commerce users' understanding of Islamic legal principles in trade and their actual practices. Many users still lack comprehensive knowledge regarding the essential elements of a valid contract, including the clarity of the product and its legal status (Putri, 2023). Therefore, a thorough examination of digital buying and selling practices, along with an analysis of their alignment with *fiqh muamalah* principles, is urgently needed.

This study aims to analyze online buying and selling practices from the perspective of *fiqh muamalah*, and to assess the extent to which the contractual

agreements and transaction systems used on e-commerce platforms comply with Islamic legal principles.

B. LITERATURE REVIEW

The Concept of Fiqh Muamalah in Islamic Jurisprudence

Fiqh muamalah represents a specialized domain within Islamic jurisprudence that governs legal norms pertaining to socio-economic relations and contractual interactions among individuals or communities. Its scope encompasses a wide array of financial and commercial activities, including sales (*bay'*), leasing (*ijarah*), lending (*qardh*), profit-sharing partnerships (*mudharabah* and *musyarakah*), and other forms of economic exchange (Utomo et al., 2024). Rooted in the objectives of Sharia (*maqasid al-shariah*), this branch emphasizes foundational ethical principles such as justice (*'adl*), transparency (*nush*), honesty (*sidq*), and mutual consent, provided all transactions remain within the boundaries of Islamic law.

In the context of commercial exchange, Islamic legal doctrine outlines specific contractual pillars (*arkan al-'aqd*) that must be present to validate a transaction. These include: (1) the existence of contracting parties (the seller and the buyer), (2) a legitimate and clearly defined subject matter, and (3) a mutually expressed offer and acceptance (*shighat al-ijab wa al-qabul*). The absence of any of these essential components renders the transaction legally void from an Islamic perspective (Ulwan & Al Kayyisi, 2025).

Islamic Legal Perspective on Online Trading

Online buying and selling (e-commerce) represent a contemporary form of commercial transaction that utilizes internet-based platforms to connect sellers and buyers. This type of transaction is characterized by the absence of face-to-face interaction, reliance on applications or websites as transactional media, and the use of digital payment systems such as bank transfers or e-wallets. Such a model raises critical issues within the discourse of *fiqh muamalah*, particularly concerning the validity of contracts, the legal status of goods not physically inspected, and the assurance of fairness for both parties involved (Jannah, 2021).

To address these concerns, the National Sharia Council of the Indonesian Ulama Council (DSN-MUI) issued Fatwa No. 110 of 2017, which permits online

transactions conducted via electronic means, provided that they fulfill the essential elements (*arkan*) and conditions (*shurut*) of a valid sale contract in Islam. Furthermore, the transaction must be free from any elements that contravene Sharia principles. Key considerations include clarity of price, detailed product specifications, a transparent delivery mechanism, and the legitimacy of the mutual agreement between buyer and seller (Rahman, 2021).

The Theory of Contract (Akad) in Digital Transactions

In Islamic jurisprudence, a contract (*akad*) is defined as a binding agreement between two or more parties that carries legal implications. In the context of online transactions, contracts are not typically formed through verbal declarations but rather through digital interactions, such as clicking “agree” or “buy” buttons on a platform. Contemporary Islamic scholars generally say that such forms of contractual agreement are valid, provided there is mutual consent between the parties involved and the object of the transaction is clearly described and understood (Putri, 2023).

Nevertheless, online transactions also present potential violations of Sharia, such as *gharar* (uncertainty), *tadlis* (deception), and *najasy* (price manipulation), all of which are strictly prohibited in Islam. As a result, *muamalah fiqh* must adapt to the evolving digital landscape and offer legal solutions that not only comply with Sharia principles but are also contextually relevant to the realities of modern life (Utomo et al., 2024).

C. METHOD

This study applies a descriptive qualitative approach, combining library research with case study methods. This approach enables a systematic and in-depth exploration of online buying and selling practices via e-commerce platforms, analyzed through the framework of *fiqh muamalah*. The research is designed to examine Islamic legal principles in digital trade transactions, especially as they relate to the evolving nature of commerce in the digital age.

Data collection was based on the review of both classical and contemporary Islamic legal sources, including the Qur'an, Hadith, and major *fiqh* texts such as *Fiqh al-Islami wa Adillatuhu*. Supplementary data were gathered from fatwas—particularly

DSN-MUI Fatwa No. 110/2017—scholarly journals, and academic writings. Observations were also made on how transactions are conducted on platforms such as Tokopedia and Shopee, covering stages like order placement, digital payment, and delivery.

For analysis, a content analysis technique was used with a deductive approach, drawing conclusions from established Islamic legal theories to assess current practices. The analysis focused on comparing components of e-commerce transactions with the pillars and legal conditions of sales in Islamic law, such as transaction object clarity (*ma'qud 'alaiih*), price certainty, and the digital form of *ijab qabul*, aiming to evaluate their compliance with Sharia principles.

D. FINDINGS AND DISCUSSION

Online Trade Transactions on E-Commerce Platforms

The use of e-commerce platforms such as Tokopedia, Shopee, and Bukalapak has become an integral part of modern consumer behavior. Transactions on these platforms occur without direct physical interaction, relying instead on digital systems that automate various stages of the transaction. The standard process includes product selection through the platform, payment via digital transfer, shipment by the seller through a courier service, and final confirmation by the buyer upon receipt of the goods.

A key element of this transaction model is the intermediary role played by the e-commerce platform. Beyond merely facilitating the exchange, the platform acts as a third party that ensures transactional integrity through systems like escrow payments—where buyer funds are held until the product is confirmed to be received. This mechanism is designed to mitigate risks such as fraud or misinformation (*tadlis*), thereby reinforcing consumer trust and transactional fairness.

From the perspective of *fiqh muamalah*, such practices are acceptable when certain conditions are fulfilled. A contract is considered valid if both parties express mutual consent (*ridha*) and if the object of the transaction (*ma'qud 'alaiih*) is clearly defined. Although the contract is not sealed through traditional verbal *ijab* and *qabul*, the digital confirmation process—such as clicking a “buy” button—is widely accepted as legally binding under Islamic law (Rahman, 2021). Furthermore, the involvement of

the e-commerce platform is viewed as a form of *wakalah* (agency), which is permissible provided it aligns with Sharia principles (Ulwan & Al Kayyisi, 2025).

Despite its advantages, online trade still presents risks of *gharar* (uncertainty), especially when product information is incomplete or misleading. To comply with Sharia, it is crucial for platforms to ensure transparent product descriptions, truthful marketing, and accessible complaint resolution systems. When these elements are observed, online commerce can be considered in accordance with Islamic commercial jurisprudence.

Elements of Contract (*Akad*) in Digital Transactions

Within the framework of *fiqh muamalah*, the contract (*akad* or *al-'uqd*) holds a fundamental role in determining the validity of any commercial exchange. It is traditionally defined as a mutual agreement between two parties who express their respective wills concerning a transaction object through the process of *ijab* (offer) and *qabul* (acceptance) (Al-Sa'di, 2011). In the context of online commerce, the contractual mechanism becomes a central concern due to the absence of face-to-face interaction and verbal declarations between the parties involved. Nevertheless, contemporary scholars affirm that digital contracts can still be considered valid, as long as the essential elements—namely the contracting parties (*'aqidain*), the subject matter of the transaction (*ma'qud 'alaihi*), and mutual agreement—are present (Ulwan & Al Kayyisi, 2025).

In digital transaction ecosystems, the offer and acceptance process is no longer verbal but is instead symbolically represented through digital actions. For instance, a seller provides product information and pricing through an online display, and the buyer confirms the transaction by clicking buttons such as “buy now,” “checkout,” or “confirm.” From the perspective of Islamic jurisprudence, such digital expressions are recognized as valid representations of intent (*al-ta'abir al-mu'tabarah*) and are widely accepted by scholars as legitimate substitutes for traditional *ijab* and *qabul* (Al-Zuhaili, 2007).

Furthermore, Islamic legal thought allows flexibility in the formation of contracts that are not conducted in person, especially for transactions that occur across time and distance, as is typical in e-commerce. Even though the buyer does not

physically inspect the goods, the contract remains valid if the product is clearly described, the price is known in advance, and the agreement is made voluntarily by both parties (Jannah, 2021; DSN-MUI, 2017). Therefore, the act of confirming a transaction through digital means is regarded as a legitimate form of *ijab qabul* and reflects the core principles of Islamic contract law: mutual consent (*ridha*), authorized conduct (*tasharruf*), and clarity of the transaction object.

Analysis of Pillars and Conditions of Sale in Fiqh Muamalah

1. Contracting Parties (*al-'Aqidain*)

In *fiqh muamalah*, the validity of a sale transaction is contingent upon the fulfillment of three essential elements, or *arkan*, one of which is the presence of legally competent contracting parties. These parties, comprising the seller and the buyer, must meet specific qualifications as outlined in Islamic legal tradition, including:

- Having reached the age of legal maturity (*baligh*) as defined by Sharia,
- Possessing sound mental capacity (not mentally impaired), and
- Entering into the transaction voluntarily, without coercion or compulsion.

In the context of e-commerce platforms, age verification mechanisms are often loosely implemented, thereby creating the potential for transactions to be carried out by individuals who may not be legally competent under Islamic law. Nevertheless, in practice, actions such as clicking a “buy” or “agree” button are typically interpreted as indicators of valid consent, reflecting the voluntary nature of the agreement. Thus, such digital actions may be deemed sufficient to fulfill the element of mutual willingness (*ridha*) in the formation of a legally recognized contract (Ulwan & Al Kayyisi, 2025).

2. Subject Matter of the Contract (*Ma'qud 'Alaih*)

In Islamic commercial law, the object of the contract—whether a good or service—must fulfill specific criteria to ensure the transaction's validity. These conditions include:

- A clear and detailed description of the product, including specifications such as size, type, and features,

- The item must be under the legitimate ownership or authority of the seller, and
- The object of sale must be lawful (*halal*) and available at the time of the transaction.

Most e-commerce platforms provide comprehensive product descriptions to assist consumers in making informed decisions. However, if the information presented is inaccurate or misleading (*tadlis*), the transaction may involve elements of *gharar* (uncertainty), which is prohibited in Islamic law due to its potential to cause harm or injustice (Jannah, 2021).

3. Formulation of the Contract (*Shighat al-'Aqd*: Offer and Acceptance)

The *shighat* of a contract refers to the mutual declaration of agreement between the parties involved, which constitutes the formation of the transaction. In online commerce, this process does not take place verbally but is carried out through digital gestures, such as:

- Clicking the “checkout” button,
- Selecting “buy now,” or
- Confirming payment via an online interface.

These digital expressions are categorized as *al-ta'abir al-mu'tabarab*, or recognized forms of intent, which are acknowledged within Islamic jurisprudence as valid representations of *ijab* (offer) and *qabul* (acceptance). This view is supported by the majority of contemporary scholars and has been formalized in religious edicts such as those issued by the Indonesian Ulama Council (Al-Zuhaili, 2007; MUI, 2017).

Provided that all three essential components of a valid sale—namely, the contracting parties, the object of sale, and the offer-acceptance mechanism—are fulfilled, transactions conducted via digital platforms such as e-commerce may be considered Islamically lawful. However, the contract remains valid only in the absence of prohibited elements such as *riba* (usury), *gharar* (excessive uncertainty), or deceitful practices that violate Sharia principles.

Potential Violations of Fiqh Principles in Online Sales Transactions

Although online buying and selling practices may formally fulfill the essential pillars and conditions of a valid Islamic contract, their implementation still reveals various potential breaches of *fiqh muamalah* principles. Such violations often stem from insufficient transparency in product information and the presence of unethical commercial behavior by certain vendors operating within e-commerce platforms.

a. *Gharar* (Element of Uncertainty)

Gharar refers to ambiguity or uncertainty within a transaction that may result in harm or injustice to one of the involved parties. In the realm of digital commerce, *gharar* can manifest in several ways, including:

- Inaccurate or misleading product descriptions,
- Uncertain or vague delivery timeframes, and
- A lack of clear policies regarding returns or refunds.

These conditions are frequently encountered on online marketplaces, where consumers must rely solely on product images and customer reviews without the opportunity to physically inspect the goods. When the information provided is insufficient or deceptive, such transactions may fall under the category of excessive uncertainty (*gharar fahish*), which is explicitly prohibited under Islamic law (Al-Zuhaili, 2007).

b. *Tadlis* (Deception or Concealment of Defects)

Tadlis refers to the deliberate concealment of flaws or defects in a product with the intention of misleading the buyer. Within the context of e-commerce, *tadlis* may take several forms, such as:

- Displaying digitally altered images that do not accurately represent the actual condition of the product,
- Publishing fake or manipulated customer reviews to create a false impression of quality,
- Providing incomplete or intentionally ambiguous product information to influence purchasing decisions.

From the standpoint of Islamic jurisprudence, *tadlis* undermines the validity of a contract, as it results in harm to the buyer who is misled by false or

incomplete information. Such deceptive practices are considered unethical and impermissible in *fiqh muamalah* (Ulwan & Al Kayyisi, 2025).

c. The Element of *Riba* in Paylater Features

The *paylater* or "buy now, pay later" payment option has gained widespread popularity across various e-commerce platforms. However, when this system includes additional charges—such as interest or late payment penalties—it may fall under the category of *riba nasi'ah*, which refers to the unlawful increment applied in credit-based transactions. According to Islamic law, such forms of interest are strictly prohibited (MUI, 2017).

Although the original sale contract may be valid, the integration of *riba*-based mechanisms in the payment method renders the overall transaction non-compliant with *fiqh muamalah* principles. Consequently, while the exchange of goods and consent between parties may meet the legal requirements, the presence of *riba* compromises the contract's adherence to Sharia.

d. *Najasy* (Artificial Demand and Price Manipulation)

Najasy refers to deceptive practices aimed at inflating product prices or creating the illusion of high demand with the intent to mislead consumers. In the context of online commerce, this can manifest in various forms, including:

- Artificially boosting store ratings through dishonest means,
- Posting fabricated testimonials or reviews,
- Falsely indicating that an item is in limited stock or high demand when it is not.

Such practices are strictly prohibited in *fiqh muamalah*, as they violate the principles of honesty, transparency, and fairness. *Najasy* undermines market integrity and distorts the natural balance of supply and demand, thus conflicting with Islamic commercial ethics (Al-Sa'di, 2011).

The Relevance and Implications of DSN-MUI Fatwa No. 110 of 2017

The issuance of Fatwa No. 110/DSN-MUI/IX/2017 by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) was a response to the growing

prevalence of digital-based buying and selling practices. The fatwa affirms the permissibility of conducting sales contracts through electronic means (e-commerce), provided that key principles of *fiqh muamalah* are upheld—namely, price transparency, clarity in product specifications, Sharia-compliant payment systems, and the absence of *riba* (usury), *gharar* (excessive uncertainty), and *tadlis* (fraud) (MUI, 2017).

E-commerce platforms such as Tokopedia and Shopee have, in general, implemented many of the requirements outlined in the fatwa. In terms of price disclosure, most products display clear and upfront pricing. Product descriptions are typically detailed, including information on size, color, material, and often accompanied by images or videos. Delivery processes are integrated with licensed logistics providers, and real-time tracking features allow consumers to monitor the shipment status. These practices align with the fatwa's stipulation that distribution processes must be transparent and traceable (Jannah, 2021).

However, challenges persist in fully realizing these principles in practical implementation. For instance, platforms do not exercise complete control over the accuracy or honesty of information provided by individual sellers. Moreover, return and refund policies often vary across vendors, sometimes disadvantaging consumers. From the perspective of *fiqh muamalah*, it is the ethical responsibility of the platform providers—as intermediaries—to ensure fairness (*'adl*) and trustworthiness (*amanah*) in every transaction. The DSN-MUI fatwa also emphasizes the need for effective dispute resolution mechanisms to manage conflicts that may arise between buyers and sellers (Ulwan & Al Kayyisi, 2025).

Therefore, Fatwa No. 110 of 2017 serves as a normative framework to guide the Sharia compliance of online trading practices. Nevertheless, the practical impact of this fatwa relies heavily on the extent to which e-commerce platforms are committed to internalizing the principles of *fiqh muamalah*, not only in procedural terms but also in embodying ethical values and protecting Muslim consumers comprehensively.

Case Study: Real-Life Online Sale Transaction

To strengthen the theoretical analysis, the following is a real-world example of an online purchase conducted through Tokopedia, evaluated in light of the essential pillars (*rukun*) and conditions of a valid contract according to *fiqh*

muamalah.

a. Case: Jacket Purchase via Tokopedia

A customer placed an order for a synthetic leather jacket from a third-party (non-official) seller on the Tokopedia platform. The product description claimed that the jacket was “100% genuine leather, neatly stitched, and covered by a warranty.” The listed price was IDR 289,000, with available options for size and color. The buyer selected a black jacket in size M and proceeded to make payment through a virtual account. After five days, the product was delivered, but the buyer encountered several discrepancies:

- The jacket was made of ordinary synthetic leather, not genuine leather as advertised,
- No brand label or warranty was included,
- The product description did not match the actual item received.

The buyer submitted a complaint through Tokopedia’s dispute resolution system. However, the refund request was rejected, as the seller denied any wrongdoing, and the platform deemed the product consistent with the listed description.

b. Analysis Based on the Pillars of Contract in *Fiqh Muamalah*

1. Contracting Parties (*al-‘Aqidain*):

The transaction involved two legally competent and consenting parties, namely the buyer and the seller. From a jurisprudential standpoint, this element of the contract is fulfilled, as both parties possessed the legal capacity and voluntary intent to engage in the agreement.

2. Subject Matter of the Contract (*Ma’qud ‘Alaih*):

This element reveals a substantial violation. The item received by the buyer did not correspond to the product description. Such a discrepancy constitutes *gharar* (excessive uncertainty) and *tadlis* (fraud), both of which invalidate the object of sale under Islamic law. Therefore, the object does not satisfy the requirements of a valid transaction (Jannah, 2021).

3. Form of Contract (*Shighat al-‘Aqd*: Offer and Acceptance):

The agreement was conducted through digital interaction, including actions

such as clicking "checkout" and "pay," which are deemed valid representations of *ijab* and *qabul* in electronic transactions. However, due to the defective object of sale, the contract is considered incomplete. The flaw does not lie in the form or procedure of the contract, but rather in the substance and validity of the transaction's subject matter (Ulwan & Al Kayyisi, 2025).

c. Identification of Errors in the Transaction

1. Seller's Responsibility:

The seller engaged in *tadlis* (deceptive misrepresentation) by providing false or misleading information about the product. According to Islamic legal principles, such acts compromise the integrity of the contract and can render the transaction invalid.

2. Buyer's Oversight:

The buyer demonstrated a lack of caution in selecting the seller or thoroughly reviewing available product ratings and feedback. Although this does not constitute a violation of *fiqh*, it reflects a failure to observe the principle of *ihthyath* (prudence), which is highly encouraged in transactional ethics.

3. Platform's Role:

The e-commerce platform exhibited a weak verification system and failed to adequately protect the consumer, resulting in a transaction that lacked compliance with the principle of *'adl* (justice). According to DSN-MUI Fatwa No. 110/2017, platform providers are obligated to ensure transparency and fairness throughout the transaction process (MUI, 2017).

d. Case Study Conclusion

Although the structural framework of online transactions may formally satisfy the elements of a valid Islamic contract, the contract becomes invalid under *fiqh muamalah* if one of its essential pillars—particularly the subject matter—is compromised due to deception or misrepresentation. This case underscores the critical importance of upholding the values of honesty, transparency, and accountability among all actors within the e-commerce ecosystem to ensure alignment with Sharia principles.

Muslim Consumer Awareness and Understanding

One of the principal challenges in applying *fiqh muamalah* to modern digital transactions lies in the low level of Islamic legal literacy among Muslim consumers. Despite the fact that the majority of e-commerce users in Indonesia identify as Muslims, many lack a deep understanding of the principles of Islamic commercial jurisprudence. Consequently, these principles are often not used as the basis for their transactional behavior (Putri, 2023).

Consumers tend to focus more on practical considerations such as competitive pricing, product quality, and delivery speed, while neglecting critical Sharia-related aspects, including the validity of the contract, lawful ownership of the goods, and the clarity of the transaction process. A study conducted by Putri (2023) revealed that over 60% of Muslim university students engaged in online shopping were unable to distinguish between Sharia-compliant and non-compliant transactions. Furthermore, many were unaware of DSN-MUI Fatwa No. 110 of 2017, which specifically addresses the legality of electronic commerce. This indicates a significant gap between normative Islamic knowledge and everyday digital practice.

Such a lack of understanding can lead to unintentional violations of Sharia principles—such as engaging in contracts containing *gharar* (uncertainty), *tadlis* (fraud), or even *riba* (usury), particularly in installment-based services like *paylater*. Some consumers continue with questionable transactions knowingly, citing convenience or the normalization of such practices in society. This attitude reflects a weakened application of *ihسان* (spiritual and ethical consciousness) in online consumer behavior. Yet Islam emphasizes the necessity of achieving *taḥqīq al-maṣlahah* (realization of public benefit) and maintaining *taqwa* (piety) in all economic activities, including digital commerce (Al-Zuhaili, 2007).

Therefore, efforts to enhance *fiqh muamalah* literacy among Muslim consumers must be prioritized. This can be achieved through formal education, awareness campaigns on social media, and the development of Sharia-based regulatory frameworks in e-commerce management. Without sufficient foundational knowledge, the risk of repeated violations of Islamic transactional principles remains high, even if digital platforms are technically compliant.

The Importance of Muamalah Education in the Digital Era

As online transactions increasingly dominate economic activity in the digital age, literacy in *digital fiqh muamalah* has become an urgent necessity—particularly among younger generations of Muslims. The shift from conventional modes of trade to digital platforms demands a renewed understanding of Islamic rulings concerning contracts (*akad*), the permissibility (*halal*) of traded goods and services, and ethical conduct in virtual economic interactions (Al-Zuhaili, 2007). Without adequate knowledge, Muslims are at risk of engaging in financial practices that contradict Sharia, such as utilizing interest-based services, participating in transactions with elements of uncertainty (*gharar*), or entering into invalid contractual agreements.

Islamic education plays a strategic role in shaping economic behavior that aligns with Sharia values, particularly within the digital landscape. Educational institutions—including madrasahs, Islamic schools, and *pesantren*—are expected to actively incorporate *fiqh muamalah* in the context of digital commerce into their curricula. Teachers of Islamic Religious Education (*PAI*) in formal schools also have a crucial role in introducing fundamental concepts such as digital contracts, the halal–haram spectrum in online transactions, and the principles of justice in modern trade. These efforts align with the Islamic educational objective of *tahzib al-fard* (moral refinement of the individual), which encompasses not only ritual worship but also ethical and moral aspects of economic behavior (Azra, 2020).

Consequently, there is a pressing need for systematic curriculum integration that embeds *digital muamalah* topics within Islamic education subjects at both secondary and tertiary levels. Topics such as “Islamic Rulings on Online Commerce,” “Muslim Consumer Ethics in the Digital Era,” and “Contemporary Fatwa Analysis on E-Commerce” can serve as contextual and practical learning materials. Additionally, the Ministry of Religious Affairs can take the initiative by organizing specialized training for teachers and developing standardized instructional modules on digital *fiqh muamalah*. Such efforts will ensure that the Muslim community not only becomes active users of technology but also conducts digital transactions with full awareness of Sharia principles.

E. CONCLUSION

This study concludes that online buying and selling activities conducted through e-commerce platforms such as Tokopedia and Shopee are fundamentally permissible from the perspective of *fiqh muamalah*, provided that the essential pillars and conditions of a valid Islamic contract are fulfilled. Digital transactions executed through actions such as clicking “checkout” or “buy now” may be considered legitimate forms of *ijab* and *qabul* in the modern context, so long as mutual consent exists, the subject matter is clearly defined, and the transaction is free from elements prohibited in Islamic law.

Nevertheless, in practical implementation, numerous violations of *muamalah* principles continue to occur. These include elements of *gharar* due to insufficient product information, *tadlis* through deceptive descriptions or fabricated reviews, and potential *riba* involvement in paylater payment schemes. While DSN-MUI Fatwa No. 110/2017 provides a clear legal framework for Sharia-compliant online transactions, its effectiveness remains limited due to low public awareness among Muslim consumers and the lack of ethical oversight by e-commerce platforms.

Accordingly, concrete steps must be taken to improve public literacy in digital *fiqh muamalah*, particularly among Muslim consumers. Islamic educational institutions are expected to play an active role by integrating contemporary *muamalah* topics into formal curricula. Simultaneously, e-commerce platforms should aim to develop transaction systems that are not only secure in terms of technology but also uphold justice and comply with the ethical and legal standards of Islamic teachings.

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