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## Online Buying and Selling From an Islamic Religious Perspective: A Review of Fiqih Muamalah

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**ABSTRACT** *The development of information technology has brought about major changes in people's transaction patterns, one of which is through the practice of online buying and selling (e-commerce). This phenomenon provides convenience and efficiency in trade, but also raises a number of problems from an Islamic legal perspective, such as the potential for gharar, fraud, and the unclear object of the contract. This study aims to review the practice of online buying and selling from the perspective of muamalah fiqh by emphasizing the principles of justice (al-'adl), honesty (ash-shidq), openness (al-wudhub), and benefit (maslahah). The research method used is a qualitative literature study approach, using primary sources in the form of the Qur'an, Hadith, and classical and contemporary fiqh literature, as well as secondary sources such as scientific journals, books, and fatwas DSN-MUI. The results of the study indicate that online buying and selling is valid according to sharia if the pillars and conditions of buying and selling are met, namely the presence of a seller, a buyer, a clear object of the contract, and ijab qabul realized through a digital system. However, inappropriate practices such as manipulating product descriptions, concealing defects, and low price transparency can lead to gharar (unlawful activity) and fraud, which are prohibited in Islam. Therefore, Islamic jurisprudence (fiqh muamalah) provides a normative and practical framework to ensure online transactions comply with sharia, protect consumer rights, and generate benefits in the digital economy.*

**Keywords** : *Buying, Online, Selling, Islamic, Fiqh.*

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## INTRODUCTION

Buying and selling has become a very familiar part of Indonesian life (Raditya et al., 2025), as individuals or groups engage in economic transactions almost every day. These activities are not limited to basic necessities but also encompass a variety of products and services that support daily life. Generally, buying and selling is understood as an exchange process between two parties: the seller, the business actor offering goods or services, and the buyer, the consumer who benefits from the products offered (Nevendorff et al., 2025; Röell et al., 2025). This transaction creates a mutually beneficial reciprocal relationship and serves as a means of distributing goods from producers or traders to the wider community. Furthermore, buying and selling activities also influence social and economic dynamics by encouraging the mobility of goods (Miranda et al., 2025; Patial et al., 2025), creating jobs, and shaping consumption patterns. In other words,

buying and selling is not simply a material exchange, but an integral part of the social interactions and economic structures that shape society as a whole.

The development of information and communication technology has brought about significant changes in various aspects of human life, including the economic sector (Alsaleh & Yang, 2023). One of the most prominent phenomena is the emergence of online buying and selling practices, or e-commerce, which allows sellers and buyers to conduct transactions without the need for face-to-face meetings (Iskandar et al., 2023; Wijaya et al., 2025). Through various digital platforms, people can easily conduct buying and selling activities anytime and anywhere. This convenience has made online buying and selling increasingly popular, especially in Indonesia, which has a very large internet user base (Nafsah, 2023).

Online buying and selling is no longer just a trend; it has become a promising and strategic economic sector in the digital era (Kurniawan et al., 2022). The rapid growth of e-commerce has had a significant impact on the national economy, opening new business opportunities, expanding employment opportunities, and strengthening market networks for micro, small, and medium enterprises (MSMEs) (Setiawan et al., 2025) that previously struggled to reach a wide range of consumers (Acciarini et al., 2022). Furthermore, this sector has driven innovation in marketing strategies, logistics, and more efficient customer service. From a consumer perspective, online buying and selling offers the convenience of obtaining a wider variety of goods and services, more competitive prices, and the convenience of transacting from home without having to travel long distances (Nur Azizah et al., 2025). These advantages make online commerce an attractive option for various groups, while simultaneously increasing digital literacy and driving economic transformation toward a more modern and inclusive ecosystem.

The presence of online buying and selling also raises number of issues that require in-depth study, particularly from an Islamic legal perspective. It is undeniable that online buying and selling practices often face issues such as unclear information about the goods being sold (gharar), fraud, price manipulation, late delivery, and even issues with product authenticity (Jiang et al., 2024; Santa Brígida et al., 2024). These issues raise questions about the suitability of online buying and selling with the principles of Islamic law, which emphasize honesty, openness, and fairness, as well as avoiding practices that harm either party.

In muamalah jurisprudence, buying and selling has an important position as a form of economic activity that is permitted by sharia (Nafsah, 2023). However, Islam also establishes certain pillars, terms, and conditions for valid buying and selling transactions and their religious value. These principles must be maintained in the context of online buying and selling to prevent Muslims from falling into prohibited practices, such as usury (riba), gharar (gharar), or fraud. Therefore, a comprehensive study is needed on how online buying and selling practices are viewed from the perspective of Islamic jurisprudence, so that we can find common ground between the modern need for transaction efficiency and the requirements of Islamic law.

This study is important not only for academics but also for business actors, consumers, and regulators. A proper understanding of Islamic law in online buying and selling can provide a strong normative foundation, ensuring that digital transactions are not only legally valid but also permissible and bring blessings. Therefore, this research and paper is expected to contribute to the development of fiqh muamalah literature and serve as a practical guide for navigating the dynamics of the digital economy in the modern era.

## **METHOD**

This research employed a qualitative method with a library research approach. Primary data sources included the Quran, Hadith, and classical and contemporary Islamic jurisprudence books. Secondary data were obtained from scientific journals, books, articles, DSN-MUI fatwas on electronic transactions, and laws and regulations governing online buying and selling in Indonesia. Data collection was conducted through documentation, which involved searching, reading, and recording various literature relevant to the research topic. The data analysis was

conducted descriptively and analytically, describing the principles, pillars, and conditions of buying and selling in Islam, then reviewing their compatibility with online buying and selling practices. Furthermore, a comparative approach was used to examine the alignment of muamalah fiqh theory with digital transaction practices in society. Thus, this research is expected to provide a comprehensive overview of online buying and selling from an Islamic legal perspective.

## **RESULTS AND DISCUSSION**

### **Result**

Online buying and selling is valid according to Islamic jurisprudence as long as the essential requirements of a contract are met: seller, buyer, object of the contract, and acceptance of the contract. The identities of both parties can be verified through digital accounts, and acceptance of the contract is realized through actions such as checkout or payment. The object of the contract must be clear and lawful, so product descriptions must be transparent to avoid gharar. Sellers must not deceive or conceal defects in the goods, as stated in the hadith, "Whoever deceives is not one of us."

Consent (*taradhi*) is a prerequisite for a valid transaction. Consent occurs when price information and transaction terms are clear and free from manipulation, as stipulated in Surah An-Nisa, verse 29. Islamic banks place a greater emphasis on transparency and the prohibition of usury than conventional banks. The principles of Islamic jurisprudence (*fiqh*) in transactions include justice, honesty, transparency, and the benefit of all parties. In online transactions, these principles ensure that transactions are fair, honest, and beneficial to all parties.

### **Discussion**

From the perspective of muamalah jurisprudence, the validity of a sale and purchase is determined by the fulfillment of the pillars and conditions of the contract, which include the seller (*bā'i*), the buyer (*musytarī*), the object of the contract (*ma'qūd 'alaih*), and the *ijab qabul* (*ṣighat al-'aqd*). The seller and buyer must have clear identities and legal capacity, which in online transactions can be realized through an account, profile, or official data on an e-commerce platform. The object of the contract must be halal, beneficial, and not ambiguous, so product descriptions, photos, and videos must be transparent to avoid gharar, which is prohibited by sharia. While the *ijab qabul* is usually expressed verbally, in online sales it is realized through digital mechanisms such as clicking "checkout", order confirmation, or electronic payment. As long as the process is carried out consciously, voluntarily, without coercion, and provides clarity on the rights and obligations of both parties, the contract is considered valid according to Islamic law, so that online transactions essentially have equal validity to conventional sales (Zulkifli & Yustiloviani, 2022).

In online transactions, the presence of sellers and buyers, even though they do not physically interact, can still be identified through accounts, profiles, or data recorded on the e-commerce platform. This digital identity serves as a substitute for physical presence in conventional transactions, ensuring the clarity of both seller and buyer's status. Information such as name, address, contact information, and transaction history can serve as proof of the validity of the contract and ensure accountability between both parties. Thus, even though it takes place in a virtual space, the requirement for clarity of the subject of the contract remains fulfilled because the identities of each party can be verified through the existing system.

This fulfills the requirement of clarity regarding the subject matter of the contract. The acceptance of a contract, which was typically made verbally or in person, is now replaced by agreements made digitally, such as clicking the "checkout" button, confirming an order, or making an electronic payment. This mechanism is considered valid under Islamic law as long as both parties have an understanding and there is no element of coercion. Therefore, online buying and selling, in principle, fulfills the validity of a contract if it is conducted in accordance with sharia provisions.

The object of the contract in online buying and selling is manifested through product descriptions, images, or videos provided by the seller as a representation of the goods offered. From the perspective of Islamic jurisprudence (fiqh muamalah), the object of the sale must meet the requirements of clarity (ma'lum), be beneficial, be lawful, and be capable of being transferred. Therefore, all information regarding the specifications, size, color, price, quality, and benefits of the goods must be presented transparently to avoid uncertainty or gharar. This lack of clarity can potentially harm the buyer, for example, when the goods received differ from the description or photos displayed on the platform. In this context, the seller's honesty and openness are crucial aspects to ensure a fair transaction and prevent any harm to either party. Therefore, the validity of the object of the contract in online buying and selling is determined not only by the physical existence of the goods, but also by the extent to which the product information provides a clear, accurate, and realistic picture (Maman Suryaman & Bisri, 2023)

Unclear terms of a sale can lead to gharar, a prohibited act of sharia, as it can potentially harm one of the parties. In online practice, this often occurs when sellers fail to specify the item's size, quality, brand, or condition in detail, resulting in the item received not matching the information displayed. This situation can lead to losses and loss of buyer trust. Therefore, product descriptions must be presented transparently and accurately to ensure transactions avoid gharar and remain valid according to Islamic jurisprudence.

In online buying and selling, there are many cases where the goods received by buyers differ from the displayed photos, whether in terms of color, size, or quality. This phenomenon indicates the potential for gharar. Therefore, sellers are obliged to provide accurate and transparent information. In a hadith narrated by Muslim, the Prophet Muhammad (peace be upon him) emphasized the prohibition of concealing defects in goods sold, as this constitutes fraud.

Object of the contract in online buying and selling must be presented honestly to meet the requirements for validity according to Islamic jurisprudence. This hadith serves as an important basis in Islamic jurisprudence, stating that any form of fraud in transactions, whether by concealing defects in the goods, providing false information, or manipulating quality, is strictly prohibited in Islam. In the context of online buying and selling, this hadith is highly relevant. For example, sellers who upload product photos that are heavily edited so that they do not reflect the actual condition, or who fail to describe the defects of the goods, constitute *tadlis*, which is prohibited because it is detrimental to the buyer and violates the principle of honesty (Minaryanti & Mihajat, 2024).

Consent (*taradhi*) is an absolute requirement for a valid transaction in Islam, meaning the contract must be entered into consciously and without coercion. In online buying and selling, consent is evident when the buyer agrees to the price, quality, and transaction mechanism based on clear information, and the seller fulfills their obligations as agreed. If there is manipulation or hidden fees, consent is flawed and the transaction is invalid according to sharia.

In online buying and selling, this consent is realized through the buyer's conscious agreement to the price, quality, and delivery mechanism of the goods. However, this consent cannot stand alone without clear information. If the displayed price is not transparent, or there are hidden costs, the transaction can be considered flawed. Therefore, e-commerce platforms have a significant responsibility to ensure that price information, shipping costs, and transaction terms are clearly displayed. This ensures that consent is truly guaranteed, and the transaction does not involve any elements of coercion or manipulation.

A similar situation is evident in conventional banking practices. In banking transactions, such as buying and selling foreign currency or determining the selling and buying prices for certain products, the customer and the bank must both be aware of and agree to the price difference. Transparency regarding the buying and selling rates is part of the agreement. As long as this information is conveyed clearly and the customer willingly accepts it, the contract is

considered valid from a mutually agreed-upon perspective. However, if there is any ambiguity or manipulation, this agreement is flawed and violates sharia principles.

When compared to Islamic banks, there are fundamental differences in the application of the voluntary aspect. Islamic banks emphasize that contracts must be free from usury, gharar (uncertainty), or maysir (speculation). Therefore, in a murabahah sale and purchase agreement, for example, the purchase and sale prices are transparently disclosed upfront, including the profit margin. Thus, the voluntary agreement between the customer and the bank is truly based on the principles of transparency and fairness, without any additional elements that would be detrimental to either party. In this way, although both conventional and Islamic banks demand willingness and agreement, the principles of Islamic law place more emphasis on avoiding usury and clarity of the contract, so that the customer's willingness is not only formal, but also in accordance with the provisions of Islamic law.

### **Principles of Fiqh Muamalah**

The Islamic jurisprudence of muamalah essentially aims to regulate interpersonal relationships in the economic sphere so that they operate in accordance with sharia principles (Sobari et al., 2022). Among the fundamental principles that form the basis are justice (al-'adl), honesty (ash-shidq), transparency (al-wudhuh), and the benefit (maslahah). The principle of justice demands that each party in a transaction receive their rights proportionally without any disadvantage. In online buying and selling, this justice is reflected in the conformity between the advertised goods and the goods received by the buyer. If the seller sends goods that do not match the description or promised quality, this constitutes injustice prohibited by sharia. Islam strictly prohibits the practice of deception (tadlis) and ambiguity (gharar), as emphasized in a hadith narrated by Muslim that the Prophet Muhammad (peace be upon him) forbade concealing defects in goods in a sale, as this constitutes fraud. Thus, justice in online transactions is not only a matter of business ethics, but also part of obedience to the law of Allah SWT (Maman Suryaman & Bisri, 2023)

In addition to justice, the principle of honesty is also a key foundation in Islamic jurisprudence. Sellers are required to convey the actual condition of goods without any manipulation. Manipulating product photos, exaggerating descriptions, or concealing defects are practices that violate Islamic teachings. In the context of online buying and selling, where buyers cannot inspect the goods directly, this honesty becomes even more crucial (Mulyany et al., 2022). If sellers are honest, transactions will bring blessings, trust, and loyalty from buyers. Conversely, if honesty is neglected, dissatisfaction, disputes, and even harm to the continuity of the business itself can arise.

The principle of transparency also emphasizes the importance of clear communication between sellers and buyers. In online commerce, transparency includes clear information regarding product prices, shipping costs, estimated delivery times, warranties, and return policies. Ambiguity in these aspects can lead to disputes and potentially harm one party, ultimately violating Sharia law. Therefore, online buying and selling platforms ideally provide a transparent information system so that both parties can make informed transaction decisions.

Furthermore, Islamic jurisprudence (fiqh) also emphasizes the aspect of benefit (maslahah). Every transaction should generate benefits and avoid harm, both on an individual and social scale. Online buying and selling, when conducted according to Sharia principles, can provide numerous benefits, such as facilitating public access to goods, opening up broader business opportunities, and increasing economic efficiency. However, if tainted by fraudulent practices, exploitation, or injustice, these transactions have the potential to cause greater harm. Therefore, the existence of Sharia regulations in online commerce is not merely a normative idealism, but also a practical solution to create a healthy, fair, and socially just digital trading system.

## CONCLUSION

Based on the analysis of Islamic jurisprudence (fiqh) in muamalah, online buying and selling is in principle valid and permitted as long as it fulfills the pillars and requirements of the contract, namely the presence of a seller, a buyer, a clear object, and the *ijab qabul* (contractual agreement). Even in digital form, it is still considered valid as long as there is an agreement without coercion. The object of the contract in online transactions must be presented honestly, transparently, and free from *gharar* elements to prevent fraud, which is prohibited by sharia. Consent (*taradhi*) is an absolute requirement for a valid transaction, which is realized through a clear agreement on price, quality, and buying and selling mechanism between the two parties. In addition, the principles of Islamic jurisprudence (fiqh) in muamalah, such as justice, honesty, openness, and benefit, are the main foundations that must be upheld in online commerce. Thus, the application of sharia values in online buying and selling not only guarantees the validity of the contract but also creates justice, blessings, and benefits for both sellers and buyers in the digital era.

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