

Islamic Business Ethics in E-Commerce Trading: A Study of Fiqh Muamalah Regarding Contracts and Ownership

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Abstract

Digital commerce through e-commerce has changed the business landscape worldwide, including in Muslim societies. Although e-commerce is easy and efficient, there are still issues of fiqh muamalah, especially regarding ownership and sale transactions. Islamic business transactions are evaluated from the perspective of ethics and sharia compliance as well as technical aspects. Uncertainty, or gharar, can arise because many online transactions do not follow the principles of valid contracts and do not clearly state the ownership of goods. Therefore, it is important to learn how the principles of Islamic business ethics can be applied to e-commerce, especially in terms of ownership and contract relationships. This study aims to see how e-commerce practices are in line with the principles of Islamic business ethics, especially from the perspective of fiqh muamalah on contracts and ownership. In addition, this study also wants to provide suggestions to ensure that digital transactions are in accordance with sharia values. This study uses a qualitative approach with a library research method. Data were collected by analyzing classical and contemporary literature on fiqh muamalah, e-commerce, and case studies of online transactions. A descriptive-analytical approach was used to analyze the principles of contracts and ownership in Islam. The results show that many e-commerce transactions do not meet the requirements for a valid contract such as clarity of object, price, and ijab Kabul

Keywords: E-Commerce, Fiqh Muamalah, Sharia Economics



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INTRODUCTION

Digital technology has changed the world's trading system (Munir, 2023; Yaqin, 2021). The Internet as a primary infrastructure has enabled e-commerce or electronic commerce to develop, allowing transactions to be made without direct meetings between sellers and buyers. This trade spans across countries and localities, allowing businesses from various backgrounds to be actively involved. This progress is truly exciting, but in Muslim societies, it must be accompanied by a greater understanding of Islamic values in interpersonal relationships.

Islam as a complete system of life (syumul) regulates aspects of worship as well as economic, social, and muamalah. The principles of fairness and lawfulness, outlined in the fiqh of muamalah, must be the basis for trading activities in Islam. This concept includes legitimate ownership, clarity in agreements, and the implementation of transactions free from the components of gharar (uncertainty), riba (interest), and maysir (gambling) (Hayati, 2021; Tabrani, 2023). Therefore, e-commerce business as a new type of trade must be thoroughly examined in the context of Islamic law.

Contract is one of the most important issues in fiqh muamalah. Contract is a valid agreement according to sharia between two parties who have different rights and obligations in a transaction (Bashori dkk., 2024; Muthoifin dkk., 2024). Contracts usually occur implicitly in e-commerce transactions and do not have the formal elements of ijab qabul which are common in fiqh. For example, without a clear verbal or written statement from both parties, a person can only buy goods through an application or website.

Ownership in e-commerce transactions also often raises doubts. Unlike dropshipping, many online business owners sell products under their own names. In fiqh, selling goods that are not legally owned is haram because it can cause uncertainty (gharar) and loss for the buyer. This is contrary to the words of the Prophet Muhammad SAW, who stated that buying something before physically owning it is haram.

Islamic business ethics include moral aspects in transactions and whether the contract is valid or not (Pauzi dkk., 2023; Tarantang dkk., 2023). One of the obligations of a Muslim is to uphold the principles of trustworthiness, honesty, and non-deception. Fraud that violates Islamic ethics in e-commerce includes manipulated product photos, false testimonials, and non-transparent descriptions. Therefore, business actors must be equally aware of the importance of implementing ethical standards in accordance with the demands of sharia.

Most of the fatwas issued by modern religious institutions, including the Indonesian Ulema Council (MUI) and the National Sharia Council (DSN), attempt to answer fiqh questions that arise related to e-commerce. For example, the rules on greetings, the use of joint accounts, and online buying and selling (Aziz & Uswatusolihah, 2022; Ryandono dkk., 2021). However, understanding of these fatwas is still limited. Many e-commerce businesses are unaware of sharia regulations or even ignore them because they are considered to hinder their operations.

This research is important to answer the difference between the imperfect understanding of fiqh muamalah and the rapidly developing digital business practices. This research will provide space for thinking for business people, academics, and the general public to understand that Islamic values are important for the modernization of the trading system (Renie dkk., 2020b, 2020a). Goodness and spiritual responsibility are the only way to advance in the digital economy.

In addition, the purpose of this study is to determine the types of e-commerce agreements that meet the requirements of fiqh muamalah. This includes an analysis of the salam contract, wakalah contract, and sale and purchase contract (bai') which are often used in

online systems (Fageh & Solikhawati, 2022; Mustofa dkk., 2024). It will also discuss legitimate ownership from a sharia perspective and how transactions can be considered valid when the buyer pays even though the goods are not yet in the hands of the seller.

In this research process, qualitative methods will be used by looking at contemporary and classical research, fatwas of scholars, and real e-commerce practices in the field. Therefore, it is expected that there will be a relationship between the theory of fiqh muamalah and digital trade practices. In addition, this will allow for practical suggestions on how business actors can conduct sharia trade.

This research is expected to help the development of contemporary Islamic economic law and become a reference in creating sharia guidelines for digital businesses that are fairer, more transparent, and more responsible (Amiruddin dkk., 2024; Batubara dkk., 2024; Laila & Abdullah, 2022). E-commerce players can gain benefits not only economically but also spiritually and socially.

METHOD

This study uses a qualitative methodology that uses a descriptive-analytical type. This method was chosen because the problem being studied is a deep understanding of Islamic ethics in complex digital economic activities, not just quantitative measurements. In addition, this method allows researchers to study the substantive meaning of contracts and ownership from the perspective of fiqh muamalah. They can also translate this concept into an e-commerce context (Maulana & Amri, 2021; Podungge, 2021). This method is used by researchers to try to map the relationship between normative Islamic teachings and contemporary digital transaction practices that continue to develop.

This study analyzes various sources of scientific reading, both classical and contemporary, and is known as a literature study (Khairat, 2024; Marsela, 2022). In this context, researchers do not conduct direct observations of e-commerce actors, instead, they study the principles of Islamic law from fiqh literature, classical books, and fatwas, then relate them to current e-commerce practices. Literature studies allow researchers to study the basic principles of muamalah fiqh on contracts and ownership, and compare them with contemporary digital trade practices.

Data sources in this research are called primary and secondary. Classical fiqh books such as *Bidayatul Mujtahid* by Ibn Rushd, *al-Mughni* by Ibn Qudamah, and *al-Majmu'* by al-Nawawi are the main sources. These books provide in-depth explanations of relationships and belonging (Hidayat & Ahmad, 2023; Osman, 2022). Secondary sources, on the other hand, consist of contemporary books, fatwas from the National Sharia Council (DSN-MUI), and contemporary sharia economics journals that discuss Islamic economics and technology. These sources are used to provide a practical perspective on how Islamic principles can be applied in the ever-changing e-commerce trading system.

The data collection method used is documentation, which means that information is collected from written documents such as fiqh books, scientific articles, laws and regulations, and DSN-MUI fatwas. Data collection is carried out systematically by considering key issues such as the types of agreements used in e-commerce, legal ownership of goods that cannot be seen or transferred, and ethical issues in digital transactions (Imron, 2023; Niffilayani & Thao, 2023). To allow for a more focused analysis, each data is classified according to its main topic.

In this study, the content analysis method was used to analyze the data (Fuadi dkk., 2024; Mahdi, 2022). The researcher read Islamic legal texts and other sources critically to find the basic ideas, principles, and legal logic in fiqh muamalah. Furthermore, the data were

categorized based on the type of transaction (e.g., sale and purchase, salam, istishna'), valid transaction requirements, ownership of goods, and the validity of online transactions. In addition, the researcher examined the theory and practice of e-commerce to find conclusions or possible violations of sharia principles.

Triangulation methods and sources ensure that the data remains valid. Researchers do not only use one reference for each idea, but they also compare several credible sources in fiqh muamalah and modern literature (Elfalahy, 2021; Sari, 2024). For example, researchers refer to the views of various schools of thought when they discuss the idea of ownership. In addition, the analysis is validated through comparison with DSN-MUI fatwas and international standards such as AAOIFI (Mahdi, 2022; Tohari, 2021). This ensures that the findings produced have academic value and are valid in sharia.

Although this research is based on literature, the focus of the analysis is the practice of e-commerce that is developing in Indonesia. This is because the social and cultural context of Indonesia is unique. Digital trading practices are represented by websites such as Tokopedia, Shopee, and Bukalapak ("Hybrid Contract Design in Sharia Banking Product Development," 2021; Mustofa dkk., 2023). Therefore, the analysis of Islamic law becomes more appropriate and relevant to Indonesian society while considering global developments.

The forms of contracts that commonly occur in e-commerce and the issue of ownership of goods are the subject of this study (Arianti dkk., 2022; Nurhasanah dkk., 2024). The researcher focuses on how contracts occur electronically, such as clicking the "buy" button, and whether the action meets the terms and conditions of a valid sale and purchase according to fiqh. In the same way, ownership that has not been physically transferred but is considered to have occurred in a digital system is very important, especially in the case of dropshipping and pre-order systems.

The purpose of this analysis is to see how the concepts of fiqh muamalah relate to the practice of e-commerce. This study aims to ensure that e-commerce practices can be implemented in accordance with sharia principles by reducing the elements of gharar (uncertainty), usury, and fraud (Kamaluddin dkk., 2023; Rusydiana dkk., 2021). On the other hand, the purpose of this analysis is to provide a relevant Islamic business ethics framework for Muslim businesses so that they can compete in the digital market without neglecting their religious demands.

It is expected that the results of this study will produce a conceptual and practical model that can be used by e-commerce players and stakeholders to build a digital trading ecosystem that meets Islamic values (Hayat & Mukarromah, 2024; Musa dkk., 2022). It is expected that these results will also contribute to the current academic discussion on fiqh muamalah, and can also be used by regulators and sharia policy makers in the digital economy.

RESEARCH METHOD

This study uses a qualitative methodology that uses a descriptive-analytical type. This method was chosen because the problem being studied is a deep understanding of Islamic ethics in complex digital economic activities, not just quantitative measurements. In addition, this method allows researchers to study the substantive meaning of contracts and ownership from the perspective of fiqh muamalah. They can also translate this concept into an e-commerce context (Maulana & Amri, 2021; Podungge, 2021). This method is used by researchers to try to map the relationship between normative Islamic teachings and contemporary digital transaction practices that continue to develop.

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RESULTS AND DISCUSSION

RESULTS

The results of the study indicate that Islamic business ethics can be applied in e-commerce trading by assessing the extent to which digital transactions are acceptable in fiqh muamalah, especially in terms of contracts and ownership. The study shows that if e-commerce contracts meet the requirements of Islamic fiqh, they can be considered valid. However, some new problems related to the ambiguity in contracts and ownership have emerged, which require greater attention to their implementation from the perspective of sharia law and business practices.

In muamalah fiqh, akad is a legal agreement that binds both parties involved in a transaction. E-commerce trading occurs through digital media, usually in the form of a click or purchase confirmation. This study found that if e-commerce agreements meet the requirements of clarity that include clear ijab and qabul and do not contain gharar or uncertainty, then they are considered valid according to sharia. Even though the transaction is carried out without a direct meeting, this element is still required by sharia law.

According to the study, even though e-commerce transactions are not conducted face-to-face, e-commerce agreements are still valid as long as the conditions are met. A clear offer from the seller and a clear acceptance from the buyer are the two main conditions found in this study. Both parties must reach an agreement on the price and terms of the transaction. This is important to avoid elements of uncertainty that can cause the transaction to be invalid under Islamic law.

Researchers found that product descriptions or shipping terms are often unclear, even though e-commerce agreements may be valid. This ambiguity is a major problem when using fiqh muamalah in the digital world. In fiqh, a contract that contains ambiguity or gharar will be void because it can harm one of the parties. Therefore, e-commerce merchants must be more careful in providing product information and ensuring the shipping process is in accordance with the agreement.

In fiqh muamalah, ownership of goods in e-commerce is another important issue. This study found that in fiqh, ownership is only considered valid when the goods are physically received by the buyer. However, in e-commerce, ownership can be considered legally valid even though the goods have not been received if payment has been made and there is evidence

of the transaction. In fiqh muamalah, this concept is known as qabdh hukmi, which is recognized for electronic transactions.

Researchers found that in the e-commerce system, as long as payment and transaction confirmation have been made, the goods can be recognized as his. This shows that ownership in the digital world is not always related to physical control of goods. Instead, ownership can be viewed from a legal perspective. Qaddh hukmi helps clarify ownership of goods in online transactions without the need for direct meetings between sellers and buyers.

In the common dropshipping model in e-commerce, the seller acts as an intermediary between the buyer and the supplier rather than physically owning the product. This study shows that in the view of fiqh muamalah, dropshipping may create ambiguity about ownership because the seller does not have control over the goods sold. Some scholars consider dropshipping as a practice that is not in accordance with the principle of Islamic ownership, especially in cases where the seller does not have the right or permission to sell the goods.

In addition, researchers found that e-commerce fraud is common, especially when merchants provide inaccurate information about the goods being sold. Sellers who provide false descriptions of goods or send goods that are different from those advertised are among the types of fraud found. Such practices are contrary to the principles of justice and honesty in Islam. Therefore, Islamic business ethics require that all parties involved in e-commerce conduct transactions with full honesty and transparency.

In addition, this study found several requirements needed to ensure legitimate ownership of goods in e-commerce. One of them is that the seller must have the right to the goods sold and have the ability to deliver them to the buyer. If the goods cannot be delivered or do not meet the agreed description, the transaction will be considered void. To ensure legitimate ownership, the seller must ensure that the goods sold are in their hands and ready to be shipped according to the agreement.

The results of the study show that Indonesian e-commerce regulations are relatively weak in terms of implementing sharia principles. Although there are several regulations governing electronic transactions, there is no clear explanation of how e-commerce trading should be conducted in accordance with the principles of fiqh muamalah. As a result, in order for sharia-based e-commerce practices to run well and in accordance with Islamic law, increased supervision and regulation are needed.

The study also shows that some e-commerce players do not follow sharia principles when running their businesses. Some merchants continue to violate sharia law by engaging in gharar practices, such as providing false information or setting non-transparent prices. Therefore, it is very important for e-commerce players to learn more about fiqh muamalah and adopt sharia principles when conducting transactions.

The results of the study show that e-commerce players do not understand the principles of sharia. Many business actors do not know how to apply sharia regulations in digital transactions. Therefore, it is very important to provide training and education on Islamic business ethics to increase their awareness and compliance with sharia law. This education will help prevent e-commerce practices that are contrary to Islamic teachings.

To ensure that e-commerce transactions are conducted in accordance with sharia principles, halal certification is an important step. Halal certification makes buyers more confident that the goods they buy have been inspected and approved by authorized institutions, such as the MUI. Researchers found that this halal certification can increase buyer confidence and provide assurance that transactions are carried out in accordance with Islamic law.

The principle of fairness in buying and selling is the basis of Islamic business ethics. According to this study, price transparency, clarity of product descriptions, and the absence of fraudulent elements are some ways to measure fair practices in e-commerce. Transparency is essential to ensure that no party is harmed in e-commerce. Merchants must provide clear information and ensure that the prices set are in accordance with the quality of the products sold.

Fatwas issued by DSN-MUI play an important role in providing guidelines for sharia-compliant digital transactions. This study found that fatwas provide clear guidelines on the concept of contracts, ownership, and legitimate transactions in e-commerce. These fatwas serve as important references for e-commerce players to run their businesses in accordance with sharia.

Security and trust in e-commerce are very important, and both are essential components in building a good relationship between sellers and buyers. This study shows the importance of both of these factors. Every transaction, according to Islamic beliefs, must be done with good intentions and without uncertainty. Therefore, the key to growing customer trust in e-commerce is a secure payment system, timely delivery, and transparency of product information.

Although e-commerce agreements can be considered valid, the biggest problem is how they can be implemented. According to this study, the implementation of sharia contracts is often hampered by problems such as unclear product information, different interpretations of qabdh hukmi, and delivery problems. Therefore, stricter regulations are needed to oversee e-commerce transactions so that contracts are carried out properly and in accordance with Islamic principles.

This study shows that despite the problems with the ambiguity and delivery of goods, e-commerce agreements can be considered valid if they meet the requirements of fiqh muamalah. The concept of qabdh hukmi allows the ownership of goods that have not been physically received to be legally recognized. To ensure that all transactions are fair and in accordance with sharia, more transparent and accountable practices are essential.

The results of the study show that in order to create a fairer and more transparent market, the development of an e-commerce platform that is fully based on sharia is very important. To increase customer trust, halal regulations and certification must be improved. In addition, e-commerce players must continue to be educated about fiqh muamalah so that their businesses are more in accordance with sharia.

Overall, this study shows that although e-commerce is permissible according to sharia, there are many problems in implementing it. Therefore, in order to realize e-commerce trading in accordance with Islamic principles, efforts are needed to improve the regulatory system, increase transaction transparency, and ensure that fair sharia principles are implemented.

DISCUSSION

The trade sector has undergone a major transformation as a result of advances in information technology, one of which is e-commerce. This change in the context of Islam requires a re-understanding of the principles of fiqh muamalah which previously relied on direct interaction. Although digital technology has changed the way transactions are conducted, moral and sharia principles are still important. E-commerce brings new challenges in the application of contracts and ownership. This requires changes in Islamic law to be in accordance with the current situation without eliminating the sharia aspect.

In fiqh muamalah, the contract is an important part that determines whether a transaction is valid or not. E-commerce contracts are not made verbally or face to face; instead, digital agreement is achieved through the click of a button. The principle of ijab and qabul can be applied even if the form changes, as long as the information is conveyed clearly and both parties understand and agree to the terms of the transaction. If it does not contain elements of gharar (uncertainty), tadlis (fraud), or maysir (gambling or speculation), a digital contract can be considered valid according to Islam.

One of the important issues in e-commerce business ethics is integrity. Sellers often hide important information, provide inaccurate product descriptions, or misleading photos. This is a violation of the principles of *ṣidq* (honesty) and *amanah* in Islam. As mentioned in the hadith of the Prophet SAW, "Whoever deceives, then he is not from us," e-commerce sellers are required to provide customers with correct information so that customers are not harmed.

In addition, the concept of ownership changes in e-commerce transactions. In e-commerce, physical possession does not occur immediately when the contract is agreed upon, but in conventional buying and selling, direct possession through *qabdh* results in ownership. In this case, legal possession (such as proof of payment and confirmation of order) is used as the basis that the ownership of the goods has been transferred, even though the physical goods have not been received. As long as the seller has a guarantee that they own the goods and can deliver the goods to the buyer, this is permissible.

Since the seller offers goods that he does not own directly, the practice of dropshipping is often controversial in business. If there is no contract that explains the status of ownership of the goods, the sale of goods that are not yet legally or physically controlled is considered invalid in Islamic law. Therefore, the dropshipping model is only acceptable if combined with the contract of *istishna*, which means order, or *wakalah*, which means representation. In this case, the seller acts as a representative of the owner of the goods, not as the full owner of the goods in the initial transaction.

To prevent unauthorized electronic transactions, many fatwas of DSN-MUI and international fiqh institutions have provided guidelines. For example, fatwa No. 112/DSN-MUI/IX/2017 stipulates the limitations and criteria for valid contracts in electronic transactions and emphasizes the importance of clarity of transaction objects, prices, delivery times, and cancellation rights. It is very important to implement this fatwa so that e-commerce does not become a place for muamalah practices that are contrary to Islamic principles.

The moral responsibility of digital business actors must be discussed. The ethics of business actors in Islam are more important than the legal-formal aspects of the contract. Muslims who work in the e-commerce business must maintain transaction etiquette, avoid price manipulation, avoid spreading false information, and be fair to consumers. This principle forms market trust and the spiritual integrity of a Muslim business actor.

Islamic business ethics in e-commerce involves the implementation of legal responsibilities and the formation of socially responsible business actors. In the long term, the application of sharia principles in e-commerce will create a healthy business ecosystem, avoid haram transactions, and increase public trust in halal and *thayyib* goods in the global market. In addition, it opens up many opportunities for the sharia economy to adapt and develop in the technological era.

In addition, this study emphasizes how important it is for the public to be educated about the concept of contracts and ownership in Islam, especially for the younger generation and digital MSMEs. Many e-commerce businesses do not understand the fiqh of muamalah well, so they can carry out practices that are not in accordance with sharia. Therefore, to build a

blessed and just trading system, training and coaching of sharia-based digital muamalah is very important.

Therefore, it can be concluded that e-commerce is a modern advancement that is acceptable in Islam as long as it does not violate the basic principles of fiqh muamalah. All transactions must be based on the principles of honesty, trustworthiness, and justice; contracts must be valid and clear, and ownership must be in accordance with sharia rules. Islamic business ethics are the basis for overcoming the challenges of digital commerce and helping to build an Islamic economic system in the technological era.

CONCLUSION

According to this study, although e-commerce trading is digital-based and different from conventional transactions, it can still be carried out in accordance with the fiqh of muamalah as long as it meets the requirements for the validity of the contract and ownership according to sharia. If there is clarity in the ijab-qabul, object of the transaction, price, and agreement between the two parties, the e-commerce contract can be categorized as valid. This applies even if the contract is carried out without face-to-face. This shows that Islam can adapt to the dynamics of socio-economic change while maintaining the substance of its teachings.

The concept of qabdh hukmi is used in the context of ownership to ensure that ownership rights can be legally transferred even though the property has not been physically recognized. However, these principles must be monitored to avoid the possibility of fraud or ambiguity. If using the right contract, such as a wakalah or istishna contract, and carried out with transparency, business models such as dropshipping and marketplaces can be justified in sharia.

In general, Islamic business ethics require business actors to have high moral responsibility. Every digital transaction must be based on the principles of honesty, openness, and trustworthiness. Thus, e-commerce is not only a means of contemporary trade but also a means of Islamic economic preaching that promotes integrity, justice, and blessings in digital transactions.

AUTHOR CONTRIBUTIONS

Look this example below:

Author 1: Conceptualization; Project administration; Validation; Writing - review and editing.

CONFLICTS OF INTEREST

The authors declare no conflict of interest

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