

Imam Syafi'i's E-Commerce Concept's Relevance

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Abstract

Ba'i salam and e-commerce contracts are similar in that they involve the sale and purchase of goods with an upfront payment and subsequent delivery of goods up to a specified time limit. It is, however, significantly different because in a ba'i salam contract, the seller and buyer meet directly, whereas in e-commerce transactions, the buying and selling process is mediated by social media intermediaries. This type of research entails conducting library searches and data collection techniques that begin with reading references and end with classifying them in order to reach conclusions about the concept of relevance raised. E-commerce, in general, operates in the same way as the ba'i salam contract. The only distinction is the location of the contract. The distinction does not become critical, however, because bringing sellers and buyers together in one location is not an absolute, but rather a function of circumstances and conditions. When viewed through the lens of the ba'i salam contract, as interpreted by Imam Syafi'i and other scholars, the mechanism of buying and selling via e-commerce can be declared appropriate or conform to the conditions/rules established by Muamalah.

Keywords: *Ba'i salam, Imam Shafi'I, E-Commerce Concept*

Citation suggestions: Wahyu, A. R., Irawan, H., Permata, S., & Anwar, W. A. (2022). Imam Syafi'i's E-Commerce Concept's Relevance. *Jurnal Ilmiah Ekonomi Islam*, 8(01), 538-544. doi: <http://dx.doi.org/10.29040/jiei.v8i1.4370>

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1. INTRODUCTION

Today, information technology is advancing at a breakneck pace. This undoubtedly has consequences in real life, where humans are required to constantly monitor and adapt to new developments to avoid falling behind in the world of technology and information. At the moment, internet technology is gaining popularity due to its widespread use by humans in all parts of the world. Additionally, the internet simplifies the process of locating and accessing various types of information, including research, scholarship, and organizations. Another factor that contributes to the internet's popularity is its utility as a medium of communication, entertainment, and commerce. These are characteristics associated with the internet's advantages, including convenience, connectivity, and global reach; efficiency; interactivity; accessibility; alternative space; and relative choices. Unlimited potential, personalization,

information sources, and potential, to name a few (Diana dan Anastasa, 2017)

At the moment, the internet is also popular in the business world, where purchasing and selling are conducted via the internet network (online). This exchange of goods and services is referred to as "e-commerce." E-commerce is the buying and selling of goods and services over a computer network, specifically the internet (Imam Fawaid, 2020). Buyers only need to select the products/goods offered by the seller (merchant) via a website, which are typically represented by photographs and descriptions of the item (Saprida, 2016). Consumers need only to enter the goods into their shopping cart, fill in the necessary delivery data, and then pay using an ATM card with a briva number or another payment method using the payment code provided by the company (Trisna Taufik, 2020). Typically, the company now offers a variety of payment methods from which consumers can choose, and once the consumer completes the

payment, the goods are sent and arrive at the time specified by the delivery service.

Ba'i salam and e-commerce contracts are similar in that they involve the sale and purchase of goods with an upfront payment and subsequent delivery of goods up to a specified time limit. However, it is significantly different, as, in a *ba'i salam* contract, the seller and buyer meet directly, whereas, in e-commerce transactions, the buying and selling process is conducted via social media intermediaries, with the two parties not meeting directly. Thus, the researcher wishes to raise the issue of e-relevance commerce in light of Imam Syafi'i's concept. (Gufron Mas'adi, 2020)

2. METHOD

This research is classified as descriptive-analytical library research because the research object is derived from a variety of references pertaining to the *Ba'i Salam* contract and e-commerce that are pertinent to Imam Syafi'i's thoughts and are thoroughly analyzed in order to obtain valid research results. It is an approach founded on Imam Syafi'i's *istinbat* in defining the *ba'i salam* contract, particularly in terms of its legal requirements, which was later transformed into the concept of e-commerce.

The data collection method used in this study is to look for data and information in a variety of written references in classic books, books, and previous research journals that address the issue of e-commerce. The data analysis in this study is interpretively processed by analyzing various reference sources and then connecting them to modern concept theory, particularly with regard to Imam Shafi'i's thinking on modern e-commerce concepts.

3. DISCUSSION

3.1. Views of Imam Shafi'i on the *Bai' Salam* Contract

Among the evidences of the Islamic religion's perfection is the permissibility of purchasing and selling via *Salam*, which is a contract for ordering an item based on agreed-upon criteria and paying in cash at the time the contract is executed. That is, because this contract benefits both parties without involving any element of deception or *gharar* (chance). According to the Syafi'i school, buying and selling entails exchanging goods for goods or money for goods, by transferring property rights from one person to another based on both parties' willingness (Ibnu

Mas'ud dan Zainal, 2017) Acquisition and disposition *Salam* is an object whose nature is expressed in a dependent/making a cash payment up front. Later, at a specified time, the goods are delivered. *Salam* contracts, according to Syafi'iyah scholars, may be suspended for a specified period of time and may also be submitted in cash. (Zuhaili, 2018)

Salam, according to Imam Shafi'i, is a natural sale. If he wishes, he may limit the sale of greetings to a specified period of time. Additionally, there is a greeting indicating that the transaction will be conducted in cash. Additionally, it is critical that cash be allowed for two reasons. Nature guarantees one of the two conditions. In its current form, nature guarantees the debt. Another case (second) is that the buyer's hasty action is included in the cancellation by fraud and obstruction, which is more significant than being suspended. (Syafi'i, 2000)

The sale and purchase of greetings is a two-sided transaction. Where the mechanism can be implemented using a suspended payment or a cash payment. The deferred goods' benefits will not be diminished as a result of the sales deferred delivery. *Salam*, according to Imam Syafi'i, is a sale or purchase that is guaranteed by the nature of the goods. In this case, the term "properties" refers to the unique characteristics, types, shapes, and sizes of the goods. The priests of the schools have agreed that the sale and purchase of *Salam* are valid under six conditions: the type of goods is known; the nature of the goods is known; the quantity of goods is known; the time is known by both parties; the amount of money is known; and the place of delivery is clear. Imam Shafi'i added, however, that a valid *salam* contract must adhere to in'iqad, legal, and Muslim faith requirements.

a. Conditions of In'iqad

- 1) First, state the *shigat ijab and kabul* with the *shigat* already mentioned.
- 2) Second, the party holding the contract is proficient at spending assets. This means that he is mature and reasonable because the sale and purchase of *Salam* is a property transaction, which is only valid for people who are capable of spending wealth, such as buying and selling contracts.

b. Legal Terminology Greetings

- 1) First, the payment is made at the contract assembly before the contract is agreed, considering that the agreement of two parties

is the same as separation. The reason is that if the payment of *salam* is deferred, there will be a transaction similar to the sale and purchase of debts and receivables if the price is under control. In addition, the *Salam* contract contains *gharar*.

- 2) Second, the ordering party specifically has the right to determine the place of delivery of the ordered goods if he pays the shipping costs of the goods. If not, the buyer is not entitled to determine the place of delivery. If the recipient of the order must deliver the goods to a place that is not suitable as a place of delivery, For example, the sahara desert is suitable as a place for delivery of goods but needs transportation costs, so the *salam* contract is not valid.

c. Muslim Fih (order goods) terms

- 1) First, the ordered goods must be clear about their type, shape, grade, and nature. It can be measured by certain characteristics that distinguish it from other goods and, of course, have different functions, such as type 64 rice, wheat, white corn, yellow corn and other types of goods. Items such as valuable paintings and rare items cannot be traded. *Salam*. The mention of these characteristics really needs to be done to avoid the ambiguity of the ordered goods.
- 2) Second, the quantity of ordered goods can be known either based on the dose, scales, count of seeds, or length with known units. It is required to use a scale when ordering fruits that cannot be measured by scale.
- 3) Third, the ordered goods must be in the form of debt (something that is dependent).
- 4) Fourth, ordered goods can be delivered as soon as delivery is due. Items that are difficult to hand over should not be traded, because it is prohibited in the *salam* contract.

3.2. Imam Syafi'i's E-Commerce Concept's Relevance

Trading, or buying and selling, is one form of *muamalah* that is prescribed by Islam. In a narration, it is stated that the Messenger of Allah once stated that 9 out of 10 doors of sustenance are through trading doors (al-hadith). This means that trading activities are highly recommended in Islamic teachings. Through this way, the doors of sustenance will be opened so

that God's bounty radiates from them. Buying and selling is something that is allowed, provided that it is done properly and in accordance with the demands of Islamic teachings. At this time, when we talk about online business or e-commerce, there are many kinds and types. However, rice can be interpreted as buying and selling goods and services through electronic media, especially through the internet or online.

One example is selling products online via the internet, such as what Lazada, Shopee, Tokopedia, Blibli.com, Bukalapak, and many more do. In this business, support and service to consumers use a website or application to make buying and selling transactions easier. Another definition for online business is the term "e-commerce." But for sure, whenever people talk about e-commerce, they understand it as a business related to the internet. From the above definition, it can be seen the characteristics of an online business, namely: The occurrence of a transaction involving two people. There is an exchange of goods and services, or information. The internet is the main medium in the process or mechanism of the contract.

From the characteristics above, it can be seen that what distinguishes online and offline businesses is the transaction process (contract) and the main medium in the process. A contract is an important element in a business. In general, business in Islam explains the existence of transactions that are physical in nature by presenting the ordered object but with the condition that it must be stated concretely, either submitted directly or submitted at a later date until a certain time limit, as in *ba'i salam* and *istishna*. (Gufron Mas'adi, 2020)

The *Ba'i salam* is a form of transaction with a cash or immediate payment system where the delivery of goods is delayed, while the *istishna* transaction is a form of transaction with a payment system that is hastened or deferred according to the agreement, and the delivery of goods is delayed. Online business is the same as offline business. Some are lawful, some are unlawful, some are legal and some are illegal. The basic law of online business is the same as the sale and purchase contract in the *ba'i salam* contract. This is allowed in Islam. The prohibition of online business has several reasons: Goods or services that become the object of the transaction are goods that are prohibited, such as drugs, online sex, copyright infringement, or sites that can lead to fraud. Because it contains

elements of fraud, others that do not provide benefits but instead cause harm. (Suhendi, 2019)

Generally, the *ba'i salam* contract is carried out with the presence of two people who make transactions and the willingness of both parties. E-commerce transactions are order transactions in a non-faceted global era business model, only transferring data via virtual (data interchange) via the internet, where both parties are between the seller and the buyer. Or penetrate the boundaries of the marketing system and online business by using a central shop. Sentral Shop is an e-commerce web design and, at the same time, a very stable business intelligence system to be used in starting, running, developing, and controlling a business. (Mawardi, 2018)

The development of this technology can facilitate long-distance transactions where humans can interact briefly even without face-to-face contact, but in business, the most important thing is to provide information and seek profit. Buying and selling via the internet or online, of course, has advantages and disadvantages. The benefits obtained by consumers include: Buyers do not need to go to the store to get the goods because they simply place an order for goods and the goods will be delivered to their homes. Save time and transportation costs for shopping, because all groceries can be ordered through internet media intermediaries, especially sites or applications that trade the desired goods. The choices offered are very diverse, so before placing an order, we can compare all the products and prices offered by the company. With intermediaries via the internet, buyers can buy goods in other countries online. Prices offered tend to be cheaper due to the level of competition from business actors through the internet, so they compete to attract attention by offering the lowest possible price.

In addition to the benefits that can be obtained by the buyer, there are also losses that can be experienced, which are as follows:

- a. The standard of the goods does not match the
- b. One of the disadvantages that buyers can experience in buying and selling online is that the goods are not the same as the original, because on the web-based store site, what is displayed is a photo or image of the goods offered.
- c. High shipping costs
- d. Buying and selling via the internet or e-commerce occurs through electronic media that are far apart. Of course, the products purchased are not always

immediately available to us. Online shop owners still need delivery services to send the goods to their consumers. This causes the need for shipping costs for these goods to be borne by consumers. Usually, e-commerce applications or websites provide various expedition services, for example, JNE, JNT, TIKI, Sicepat, and various other expedition services.

Ba'i salam is a form of buying and selling with advance payment and delivery of goods at a later date, with a clear price, specification, quantity, quality, date, and place of delivery agreed in advance in the agreement. In terms of this understanding, it can be said that e-commerce is basically the same as the *ba'i salam* contract, which is allowed in Islam as long as it does not contain elements that can damage it, such as usury, tyranny, fraud, cheating, and the like.

The *Ba'i salam* contract can be said to be valid if it fulfills the pillars and conditions, as for the pillars and conditions are:

The pillars of *Ba'i salam* are: Muslim (as a buyer or client), muslim ilaih (seller or receiver of an order), Muslim fih (items ordered), Ra'sul mal (price of the order or goods ordered), Ijab-Kabul shigat (handover)

While the terms of the *ba'i salam* contract, which include the goods ordered being wholly owned by the seller, not unclean goods or those that cannot be handed over, and the characteristics and types or specifications of the goods ordered, are clear. (Mustafa, 2019) At a glance, an explanation of the legal basis for the requirements for *salam* transactions in Islamic law might lead to the prohibition of online transactions (e-commerce) due to the uncertainty of the place and the absence of the two parties involved in the venue. Because this transaction is a transaction carried out in the contemporary era in accordance with the times and technology, there is no clear Islamic law in the Qur'an or hadith. And in the Qur'an, the problem of online transactions does not yet exist, so it only leads to the launch of the text of the hadith, which collaborates with the current problem by attracting scraping. The steps we can take so that e-commerce transactions are allowed, halal, and legal according to Islamic law are:

- a. Halal Goods

The obligation to uphold halal-haram laws in the object of protection continues, including online commerce (e-commerce). Considering Islam forbids the trading of goods or services that are

unlawful, as confirmed in the hadith that means "Indeed, if Allah has forbidden a person to eat something, surely he also forbids its sale." (Narrated by Abu Dawud and Ahmad)

b. Price and quality of goods must be in sync.

In e-commerce transactions, we often encounter buyers feeling disappointed after seeing the clothes they have purchased online. I don't know if it's the quality of the fabric or the size that doesn't fit the body. Therefore, as a buyer, it is also necessary to be careful and cautious in choosing and ensuring whether the product purchased is in accordance with what is desired.

c. Honesty

In spite of the various advantages and conveniences provided by e-commerce transactions, they are inseparable from problems and crimes such as fraud. To avoid these things, the seller is required to provide a clear and honest product description, accompanied by original photos of the goods, so that buyers will not feel cheated when the goods delivered do not match. In Imam Shafi'i's view, the *ba'i salam* contract is to buy an item at a cash price, but the goods purchased are delivered at a later time that has been determined. According to Imam Shafi'i, the items that may be traded and traded are greetings (orders). According to Imam Shafi'i, "tamar is for two years, and the tamar is sometimes wet." If years pass without preservation, some of it will change from its original state. Likewise, with grapes, Imam Shafi'i said if wet tamar or grapes are not found in a region (country), then the person who wants to do the greetings may choose between waiting until the harvest season or delaying the contract until he finds wet tamar. The Messenger of Allah forbade a judge from selling something that he did not yet have (cryptic) and allowed *salam* contracts." (Syafi'i, 2000)

This expression shows that the Messenger of Allah also forbade the judge from selling goods that he did not have if the goods were not in the form of goods that had been determined by type, and if the Apostle allows it with a guaranteed nature, even though it is only a short time, of course, in an instant, it is also permissible, and this is very far away. From the element of fraud, Imam Shafi'i does not allow a person to perform a *ba'i salam* contract on a piece of cloth, not even in the form of dirhams, unless the

object is explained by its nature, scale, size, and color, whether white or black. This is as someone informs the nature of the goods in a *ba'i salam* contract. (Syafi'i, 2000)

Even if the goods cannot be seen in the sale and purchase by greeting (orders), the seller is obliged to provide information on the nature and characteristics of the goods being traded. (Lahmuddin, 2017) Imam Shafi'i said *Salaf* is permissible when it is done on a known scale and at a known delayed time until a known time. (Syafi'i, 2000)

In addition to the shape, type, size, and nature of the goods, the condition of the goods and the period of delivery of the goods must also be considered. This is a form of greeting that has been outlined by Rasulullah SAW. The concept of greeting according to Imam Shafi'i must meet several conditions, including: Nature's clarity, legible type, The form of the contract must be clear., Set aside some time, and unambiguous price.

Such as the color of the item and its size. While the type is included in the item number, if it is ordered from I, the details must be clear. The form of the contract must be clear, meaning that the first item and when to fulfill it, or hand over money at once for the specified item, The delivery time must be certain, the price must be clear, there must be no increase, no difference, it must be certain, and it is preferable to have a record.

On this basis, it can be understood that e-commerce transactions or online buying and selling with a greeting (order) system are not included in the *gharar* category, because the goods ordered by the buyer will be handed over to the buyer after the contract between the two parties. This is in addition to the goods being traded, if the stock runs out, the seller will provide information on the application or e-commerce website. Judging from the terms and laws that have been put forward by several madhhab scholars and Imam Syafi'i, it can be seen that the system applied to e-commerce transactions has met the requirements, namely the existence of a seller and a buyer, and the conditions, namely clear pricing at the time of the contract. That is, in practice, in e-commerce transactions, prices are already listed on the web or application and cannot be changed, especially after being approved or ordered by the buyer. Where Imam Syafi'i said that "it is not allowed in a price-deferred *salam* contract so that someone confirms the price of an item before the two separate and the item

is known in advance, and if the item in the order contract has been known by people who are experts in it, it is allowed even though the price is unknown." (Syafi'i, 2000)

Buying and selling with an order system is a form of solution that can benefit both parties, as long as they get along well and the conditions for greeting (orders) can be met. Imam Shafi'i said in the book *Al-Umm. Salam/salaf* is allowed after someone collects several things, namely, paid in cash by the person who buys *salam/salaf* for the price that is saluted. The concept of buying and selling according to Imam Syafi'i is basically appropriate, namely as in practice, in e-commerce transactions, the goods ordered will be sent after the buyer makes payment for the goods he has purchased in accordance with the nominal list which he has approved.

Regarding the mechanism of e-commerce in general, it works the same as the *ba'i salam* contract. The only difference is in terms of the place where the contract takes place. If the *ba'i salam* transaction is carried out in one place (between the seller and the buyer meeting directly), while in e-commerce the transaction is via the internet, between the buyer and the seller, the form of the transaction does not meet face-to-face in one place. Even so, the difference does not become a vital thing because the union of sellers and buyers in one place is not something absolute in buying and selling, but more focused on situations and conditions.

Viewed from the perspective of the *ba'i salam* contract according to the interpretation of Imam Syafi'i and other scholars, the mechanism of buying and selling transactions through e-commerce can be declared appropriate or fulfill the conditions/rules that have been determined in the sale and purchase transactions in cash (orders). such as the *ba'i salam* contract, whether viewed from the aspect of the goods being traded, principal (capital), contract, khiyar, or the payment process.

Ba'i salam, or e-commerce contracts, can be said to be in the form of a justified transaction object (halal) when the object of the transaction is in accordance with the pillars and conditions that apply in Islam, is clearly known, and its existence can be identified. In addition to avoiding ambiguity in transactions, this provision is also intended to reduce errors due to lack of knowledge about quality and quantity in the form of type, shape, color, or substance of the object in question. Its application is usually the

inclusion of photos of goods sold on the website that must be clear from the front, side, and several angles. The case that occurs is that a consumer feels more cheated by an online seller because the goods he buys are not in accordance with the wishes of the buyer. Whereas in this case, it is not only the obligation of a seller to provide clear information, but vice versa, a consumer must be a smart consumer in understanding his rights as a consumer properly, so that he can manage the information provided by the seller properly. correct. (M. Yaziz Affandi, 2019)

This explanation shows that the importance of providing clear information to consumers in online buying and selling is not solely the task of the business actor or seller, but also the task of the consumer to find out whether the information provided by the seller is relevant and can be used as a strong basis for making a business decision in determining whether or not a sale and purchase transaction is made.

4. CONCLUSION

In general, the mechanism of e-commerce is identical to that of the *Ba'i salam* contract, with the exception of the location of the contract. If the *ba'i salam* transaction takes place in one location (with the seller and buyer meeting in person), but the e-commerce transaction takes place over the internet between buyers and sellers, the transaction does not take place in one location. Thus, the distinction becomes critical, because the concentration of sellers and buyers in one location is not an absolute in buying and selling, but rather a result of circumstances and circumstances. According to Imam Syafi'i's interpretation of the *ba'i salam* contract, the mechanism of buying and selling transactions via e-commerce can be declared as conforming to or meeting the requirements or rules specified in a non-cash sale transaction (order), as is the case with a *ba'i* contract. regardless of the nature of the goods traded, the principal money (capital), the contract, the khiyar, or the payment process.

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