

Akad in Digital Business: A Study of Fiqh Muamalah on Marketplace and E-Commerce

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Article Info:

Article history: Accepted, 10/09/2024, | Revision, 20/10/2024, | Published, 01/11/2024, | Vol (1), Issue (2), (Nov. 2024)
e-ISSN 3063 – 8933 | doi: <https://doi.org/10.61233/zijis.v1i2.9>

Abstract:

The development of digital technology has driven a major transformation in the business world, particularly through the emergence of marketplaces and e-commerce. This situation creates the need to reexamine the concept of contracts (akad) in Fiqh Muamalah so that they can be applied relevantly in the digital context. This article aims to examine the types of contracts that occur in marketplace and e-commerce practices and their conformity with Sharia principles. The research method used is library research by analyzing classical and contemporary literature on contracts, as well as fatwas from modern Islamic financial institutions. The study's findings show that digital transaction practices can be categorized into several types of contracts, such as bai' (sale), wakalah (agency), and ju'alah (reward-based service), each of which can be adapted to Islamic legal provisions. By fulfilling the pillars and conditions of the contract and avoiding elements of uncertainty (gharar) and interest (riba), digital transactions in e-commerce can be categorized as valid according to Islamic law.

Keywords:

Fiqh Muamalah, Contract (Akad), E-Commerce, Marketplace, Digital Transactions, Sharia.



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INTRODUCTION

The development of information and communication technology has changed various aspects of human life, including in the fields of economics and trade (Mukhsin, 2020). Digital innovations are driving the birth of new transaction systems that are faster, more efficient, and more flexible than conventional methods. This economic digitalization is one of the main characteristics of the industrial era 4.0, where business interaction is no longer limited by space and time. The modern trading model has shifted from a physical system to an online system. Consumers no longer need to come to the store to buy goods; Simply access the app or website, select a product, and make a payment digitally. These changes not only affect consumer behavior, but also force business actors to adapt to new technology-based business patterns (Rabbani & Najicha, 2023). One of the most prominent forms of this change is the emergence of marketplace and e-commerce platforms such as Tokopedia, Shopee, Bukalapak, Amazon, and others. These platforms serve as intermediaries between sellers and buyers in digital schemes. The transaction process is also carried out online from

ordering to payment, and even shipping goods.

The presence of digital platforms brings convenience and efficiency, but also poses legal challenges, including from the perspective of Islamic law. Fiqh Muamalah as a branch of fiqh that regulates social and economic relations, needs to be present to answer this new reality. The aspect of online transactions must be studied within the framework of sharia so that it remains within the corridor of Islamic law. A contract or agreement is the core of every transaction in Fiqh Muamalah. Without a valid contract, a transaction cannot be considered valid under Islamic law. Therefore, it is important to understand how contracts are applied in e-commerce practices, where many aspects are automated, indirect, and involve third parties (*digital platforms*)(Setiawan, 2018).

The practice of e-commerce has special characteristics that are different from conventional buying and selling. For example, contracts are not done verbally or face-to-face, but through the click of a button or digital consent. Payments are made electronically, often even through third parties such as digital wallets or joint accounts(Hendrayana et al., 2024). In addition, the goods sold are not always available directly, as in the concept of bay' as-salam. Other problems arise in terms of legal certainty and contract transparency. Not all marketplace users understand that they are executing a purchase and sale agreement, or who is actually the party to the contract—the direct seller, the platform, or both. This opens up a space for discussion about the form and validity of the contract in the digital context according to Islamic law(Antoni, 2022).

Various contemporary scholars have tried to reformulate the theory of contract in order to adapt to modern practices, without eliminating the essence of sharia. Several fatwas from official institutions such as the National Sharia Council and AAOIFI have provided general guidance, but have not fully addressed the complexity of contracts in the ever-evolving e-commerce system. The classical literature of Fiqh Muamalah provides a strong basic framework on the principles of buying and selling, wakalah, ju'alah, ijarah, and other contracts. However, challenges arise when these contracts are implemented in a digital system that is fast, automated, and has minimal personal interaction. Therefore, a new approach is needed that is contextual but still sourced from established fiqh principles.

Previous research is still limited to normative discussions and has not explored much concrete practice of contracts in e-commerce platforms that are widely used in Indonesia and the world. This is an important gap to be studied, especially so that Muslims do not hesitate in carrying out digital transactions according to sharia. The urgency of this research lies in the need to bridge the gap between classical fiqh theory and modern digital business practices. This study is important so that Muslims can continue to actively participate in the global digital economy without abandoning sharia values. A deep understanding of contracts in the context of marketplaces and e-commerce will strengthen the foundation of Islamic law in facing the era of digital transformation.

METHOD

This study uses the library research method as the main approach in data collection and analysis. The approach used is qualitative-descriptive, which aims to describe and understand the

concept of contract in the perspective of Fiqh Muamalah in depth and its relevance to modern digital business practices (Susanto et al., 2025). The focus of the study is directed at the search for authoritative literature that discusses akad theories in Islam. The primary data sources in this study come from classical fiqh books written by scholars from the four main sects, namely Malikiyah, Shafi'iyah, Hanafiyah, and Hanabilah. Some of the main works studied include *al-Muwaththa'* by Imam Malik, *al-Umm* by Imam Shafi'i, *al-Majmu'* by Imam Nawawi, and *Bidayatul Mujtahid* by Ibn Rushd. These books provide a strong conceptual foundation regarding the harmony, conditions, and types of contracts in Islam, which are then used as the main reference in analyzing the suitability of contracts in marketplace and e-commerce transactions.

In addition to primary sources, this study also utilizes secondary data consisting of contemporary books on muamalah fiqh, scientific articles from reputable journals, and official documents from authoritative institutions in the field of Islamic finance and economics. Several fatwas from the National Sharia Council – Indonesian Ulema Council were also studied to obtain normative views on digital transactions in the context of Islamic law. In addition, guidelines and standards from international institutions such as AAOIFI (Accounting and Auditing Organization for Islamic Financial Institutions) and IIFA (International Islamic Fiqh Academy) are also used to expand the scope of studies on e-commerce practices globally. The analysis was carried out by comparing classical theories about contracts with technical realities in marketplace and e-commerce practices, including aspects of the implementation of *ijab-qabul*, the role of digital intermediaries, and electronic payment mechanisms. Assessing the suitability between sharia principles and modern practices is the main focus in producing conclusions that are contextual and relevant to the challenges of the digital era.

RESULTS AND DISCUSSION

Before entering into the presentation of the results and discussion, it is important to emphasize that the dynamics of transactions in digital business cannot be separated from the complexity of the contracts involved in it. Technological developments have presented a new transaction model that is different from conventional buying and selling practices, both in terms of mechanisms, the role of the parties, and the intermediary media used. Therefore, the study of the concepts of contracts in Fiqh Muamalah is very relevant to ensure that practices in the marketplace and e-commerce remain within the sharia corridor (Indiharwati, 2025). An in-depth understanding of the definitions, elements, and types of applicable contracts, as well as how fatwas and Islamic financial institutions respond to this phenomenon, will be an important foundation in answering the problems of fiqh in the digital era. The following presentation is prepared to systematically explore various aspects of contracts in the context of digital business, as well as assess their conformity with the principles of Islamic law.

Results

In language, akad means a bond or agreement. In fiqh terms, akad is the meeting of *ijab* and *qabul* that gives birth to legal consequences on the agreed object. An agreement is valid when it fulfills the elements: the party who made the contract, the object of the contract (*ma'qud 'alaih*), *ijab*

and qabul, as well as the purpose of the contract.

1. Types of Contracts in Marketplace and E-Commerce

Some common contracts in e-commerce, including:

- a) Akad Bai' (buying and selling): The main transaction between the seller and the buyer.
- b) Wakalah Agreement: The marketplace acts as a representative of the seller in offering goods.
- c) Ju'alah Contract: Wages for those who successfully sell products.
- d) Akad Ijarah (rental): The use of digital platforms by sellers as a form of service rental.

2. Fiqh's Perspective on Digital Practice

Marketplaces and e-commerce can be considered legitimate as long as they are eligible:

- a) There is clarity on prices and goods (avoiding gharar).
- b) It does not contain the element of usury in the payment.
- c) Not selling illegal goods.
- d) Guarantee of fairness in returns and complaints.

DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 emphasizes that online transactions are allowed on the condition that the harmony and conditions of buying and selling are fulfilled, including the certainty of rights and obligations between parties.

Discussion

From the perspective of Fiqh Muamalah, the contract is the main foundation that determines the validity of a transaction. The term "akad" comes from the Arabic 'aqada-ya'qidu-'aqdan which means binding, connecting, or agreement. Terminologically, akad is defined as the relationship between ijab (a statement from one party) and qabul (acceptance from the other party) that causes legal consequences for a certain object (Indiharwati, 2025). This concept reflects that a contract is not just an informal agreement, but has legal and spiritual value in Islam. An agreement will be considered valid if it fulfills several important elements, namely: the existence of parties who make the contract (al-'aqidain), the object of the contract or goods to be traded (ma'qud 'alaih), the existence of ijab and qabul as a form of agreement, and the purpose in accordance with Islamic law. These four elements must be fulfilled simultaneously to ensure justice and legitimacy in the muamalah process.

When the basic principles of contract are applied in the context of digital transactions, new challenges arise that are not found in conventional practice. The parties who contract in e-commerce transactions can be individual sellers, companies, or even automated systems (bots) operated by marketplaces. The object of the contract also undergoes a transformation, where the goods are not directly visible physically, but through descriptions, photos, or videos. Ijab and qabul, which usually take place orally or face-to-face, are now replaced by the click of the "buy" and "confirm" buttons in the electronic system. This has led to a discussion about the validity of the form of digital contracts, especially in terms of awareness and willingness of both parties. Therefore, it is important for Muslim business actors and consumers to understand that contracts in digital transactions still have legal value if they meet the elements of clarity, willingness, and do not contain elements of fraud (gharar) (Suruji et al., 2020).

Marketplaces and e-commerce facilitate various types of contracts that take place simultaneously in one system. The most dominant contract is the *bai'* (buying and selling contract), which is an agreement between the seller and the buyer for certain goods at an agreed price. However, digital transactions do not only involve these two parties. *Wakalah* (representative) contracts also occur when the marketplace acts on behalf of the seller in offering and managing products on their platform. In this case, the marketplace is authorized to act on behalf of the seller, either explicitly through a formal agreement or implicitly through the system provided.

In addition to *bai'* and *wakalah*, some practices in e-commerce also reflect the *ju'alah* contract, which is the giving of rewards to parties who succeed in achieving certain results. An example is an affiliate or commission program for influencers who successfully sell products through a specific link. Meanwhile, the *ijarah* (lease) contract applies in the form of advertising space rental or premium services offered by the marketplace to sellers. Sellers who want to appear on the main page or get access to certain features usually pay a subscription fee, which in terms of *fiqh* is a form of rental for services. This variation of the contract shows the flexibility of *Fiqh Muamalah* in responding to the needs of the times without losing its essence.

The validity of digital transactions is highly dependent on the fulfillment of the conditions and pillars of the contract. One of the main principles in *muamalah* jurisprudence is clarity (*bayān*) and avoidance of the element of ambiguity or *gharar*. Digital transactions that are equipped with complete information about goods, prices, delivery methods, and return conditions are considered to meet these elements of clarity. Conversely, transactions that are not transparent or misleading can be considered invalid because they violate the principles of fairness and willingness. Therefore, the digital system used in the marketplace must be able to ensure information disclosure for both parties.

The prohibition on usury is also an important concern in digital transactions (Adin et al., 2023). Payment systems in e-commerce often involve banks, digital wallets, or other third parties. If you are not careful, the use of interest-based financial services or late penalties can fall into the category of usury. Therefore, business actors and e-commerce platforms must ensure that all financial instruments used are *sharia*-compliant. In addition, it is also important to ensure that the goods sold are *halal* goods and are not included in prohibited categories, such as *haram* products, gambling, or goods that damage the morals and beliefs of the people.

In response to this development, a number of authoritative institutions have issued fatwas as a guideline for Muslims in carrying out digital transactions. One of them is DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 concerning contracts in online transactions. This fatwa states that online buying and selling transactions are allowed as long as they meet the principles and conditions of buying and selling according to *sharia*. In addition, there must be clarity regarding the object of the transaction, the price agreement, and the absence of elements of coercion or fraud. This fatwa also emphasizes the importance of safeguarding the rights and obligations of all parties involved in the transaction, including the mechanism for returning goods and complaints.

The role of the marketplace as a digital intermediary adds to the complexity of contracts in the e-commerce system. In many cases, marketplaces not only provide a platform, but also set up

payment systems, shipping, and even quality assurance of goods. This makes the marketplace act as a representative as well as a service provider, so that there is a combination of several types of contracts in one system (Hakim & Nisa, 2024). In Fiqh Muamalah, the incorporation of this kind of contract is known as *ta'adud al-'uqūd* and is allowed on the condition that it does not violate sharia principles, does not contain elements of deception, and there is clarity of the rights and responsibilities of each party. Therefore, marketplaces need to develop a clear and transparent contract structure.

The rapid development of e-commerce requires harmonization between fiqh law and digital technology. Fiqh Muamalah has great potential to provide normative as well as practical solutions for Muslim communities in facing modern economic challenges. Without a comprehensive understanding of contracts and their applications in the digital system, Muslims can be trapped in transactions that are not valid or dubious from the sharia side (Norrahman, 2023). Therefore, serious efforts are needed from academics, scholars, and practitioners to continue to explore, study, and reformulate fiqh concepts in a dynamic digital framework. This research is an initial contribution to this direction, so that sharia principles remain upright in the midst of disruptive information technology developments.

CONCLUSION

Marketplaces and e-commerce are contemporary representations of muamalah activities that reflect economic transformation due to advances in digital technology. Although the form and medium have changed drastically compared to conventional transactions, the substance of Islamic law can still be applied through a contextual approach to classical contracts. Transactions in digital platforms can basically be categorized into various types of contracts that have long been known in Fiqh Muamalah, such as *bai'* contracts in buying and selling activities between sellers and buyers, *wakalah* contracts when the marketplace acts as a seller's representative, and *ijarah* contracts in the form of renting platform services to users. The validity of this digital transaction is highly dependent on the fulfillment of sharia principles, such as clarity and openness in transaction objects and prices, willingness between parties, and avoidance of elements that damage the contract such as *gharar* (ambiguity) and *riba*. This study shows that Fiqh Muamalah is not static, but flexible and able to respond to the dynamics of the times without losing its basic principles. Therefore, a contextual approach and contemporary *ijtihad* are needed so that the provisions of fiqh can still answer the needs of Muslims in the digital era, especially in increasingly complex online business practices. This awareness is important to ensure that modern economic activities are not only efficient and innovative, but also remain ethical and in accordance with sharia values.

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