

Fiqh Muamalah Review of the Object of Akad (E-Commerce) on Defective Goods

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Abstract

This study examines the application of *Fiqh Muamalah* to buying and selling practices in e-commerce, with a focus on the seller's responsibility for defective goods. Using a qualitative method through literature review and normative analysis, the research draws upon scholarly works, journal articles, and relevant Islamic legal sources. The study aims to provide a conceptual framework that aligns Islamic commercial ethics with contemporary online transaction practices. The findings reveal that e-commerce transactions can be considered valid under *Fiqh Muamalah* if they fulfill essential sharia principles, including justice ('adl), honesty (*ṣidq*), and transparency (*bayān*). The use of *Salam* and *Istishna'* contracts is permissible provided the object of sale is clearly defined, halal, and free from *gharar* (uncertainty). Furthermore, the study highlights the relevance of *khiyār al-‘ayb* (option due to defect) and *khiyār al-syarth* (conditional option) as Islamic legal mechanisms that offer fair resolutions in cases involving defective products. This research supports the growth of sharia-compliant digital commerce by offering practical, jurisprudential solutions and emphasizing key ethical values—trust, accountability, and consumer protection—to promote fair, transparent, and sustainable e-commerce in line with Islamic principles.

Keyword: Muamalah Fiqh; Contract Objects; E-Commerce; Defective Goods

Abstrak

Penelitian ini mengkaji penerapan *Fiqh Muamalah* dalam praktik jual beli pada e-commerce, dengan fokus pada tanggung jawab penjual terhadap barang cacat. Metode yang digunakan adalah kualitatif melalui studi pustaka dan analisis normatif, dengan merujuk pada karya ilmiah, artikel jurnal, dan sumber hukum Islam yang relevan. Penelitian ini bertujuan untuk memberikan kerangka konseptual yang mengintegrasikan etika dagang Islam dengan praktik transaksi daring kontemporer. Hasil temuan menunjukkan bahwa transaksi e-commerce dapat dinyatakan sah menurut *Fiqh Muamalah* apabila memenuhi prinsip-prinsip syariah utama seperti keadilan ('adl), kejujuran (*ṣidq*), dan transparansi (*bayān*). Penggunaan akad *Salam* dan *Istishna'* dibolehkan selama objek jual beli dijelaskan secara rinci, bersifat halal, dan bebas dari *gharar* (ketidakjelasan). Selain itu, penelitian ini menekankan pentingnya penerapan *khiyār al-‘ayb* (opsi karena cacat) dan *khiyār al-syarth* (opsi bersyarat) sebagai mekanisme hukum Islam yang memberikan solusi adil dalam kasus barang cacat. Penelitian ini memberikan kontribusi terhadap pengembangan perdagangan digital yang sesuai syariah dengan menawarkan solusi praktis berbasis fikih. Selain itu, penelitian ini juga menegaskan pentingnya nilai-nilai etis seperti amanah, tanggung jawab, dan perlindungan konsumen dalam membangun ekosistem e-commerce yang berkelanjutan sesuai ajaran Islam.

Kata Kunci: *Fiqh Muamalah; Objek Akad; E-Commerce; Barang Cacat*

Introduction

The rapid development of the digital era, e-commerce has become one of the most commonly used forms of transactions in society (Andreas et al., 2019). The COVID-19 pandemic played a pivotal role in driving the rapid growth of e-commerce, as it prompted panic buying and impulsive purchasing behavior, leading consumers to increasingly rely on online platforms for securing essential goods amidst the uncertainty (D. A. Harahap et al., 2021). Through digital platforms, the buying and selling process can be carried out online without direct interaction between sellers and buyers, providing easy access and wider market coverage (Zangana et al., 2024). In the perspective of Fiqh Muamalah, buying and selling activities are subject to the provisions of sharia law which emphasizes the seller's responsibility for the quality of the goods being traded (Dallah, 2025). The global nature of e-commerce complicates the application of Fiqh Muamalah, particularly regarding defective goods, where the seller's responsibility for product quality is often unclear. Challenges such as inconsistent consumer experiences, lack of standardized guidelines, and varying interpretations of Shariah principles highlight the need for stronger education and regulatory frameworks to ensure the consistent integration of Fiqh Muamalah into e-commerce (Batubara et al., 2024).

Shopping online has very different characteristics compared to direct purchases in physical stores (Muhammad et al., 2024). Consumers in e-commerce transactions do not have a real picture of the shape, color, or suitability of the product before the goods are received (Sapitri et al., 2024). They also cannot touch, try, or feel the product directly before the purchase process is completed. This condition causes the rate of returning goods in online transactions to tend to be higher. Therefore, without a flexible return policy and a fast and effective return system, potential buyers will tend to hesitate to continue the transaction (Zamfirache et al., 2024).

Data shows that as many as 81% of order returns are caused by damage or defects in the product. This confirms the importance for e-commerce players to ensure that the process of storing and packaging goods is carried out optimally to minimize the potential for damage during shipping. Products received in damaged condition are very likely to be returned by consumers. According to Luke Christou, the most commonly returned product is clothing, where 26% of consumers reported having returned it in the past year. This is followed by shoes (18%), bags (17%) and accessories (13%). In contrast, electronic products were only returned by 11% of respondents, while beauty products and cosmetics by 9%, and entertainment items such as books, music, movies, and video games were returned by around 7% of consumers (Christou, 2024).

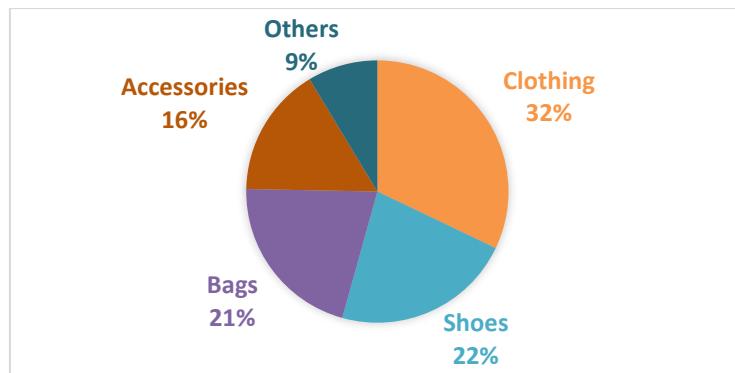


Figure 1. Most Commonly Returned E-Commerce Purchases

Source: 3Dlook, (2024)

This phenomenon emphasizes the urgency of applying the principles of justice and responsibility in every transaction, including in the context of online buying and selling (Sa'diyah et al., 2025). In the perspective of muamalah fiqh, goods that are damaged or not in accordance with the initial agreement are called *fasid*, referring to commodities that have substantial defects or deviate from the promised description, such as rhinestones that are claimed to be genuine or clothes with different materials than listed (Rezki et al., 2023). Clarity and fairness in the contract are fundamental aspects that must be maintained so that the rights of both parties are protected. However, in e-commerce transactions, technological advances often cause the object of the contract to be less transparent. This has implications for the validity of the contract; if the legal conditions are not met even though the pillars of the contract are in place, the contract can still be canceled. In Islamic law, if a contract has fulfilled the applicable pillars and conditions, and is accompanied by the right to *khiyar al-'ayb* and *khiyar al-syarth*, then the buyer has the legitimacy to obtain a guarantee or return for goods that are not suitable (Nurafida et al., 2024).

Several previous studies have discussed this topic. Fauzan & Raya (2021) which examines aspects of positive and Islamic law in general, this research focuses on the responsibility of e-commerce for damaged goods. Sabila & Arifin (2024) emphasize the importance of fairness and transparency in online transactions, by prioritizing the principles of fiqh muamalah in order to create an ethical and sustainable digital trade ecosystem. Khadir et al (2023) discussed contracts in online buying and selling according to Islamic economics, highlighting the importance of agreement between both parties, clarity of goods, and the use of contracts such as *salam* and *istishna'* to comply with sharia principles. Mujahidin & Susilo (2023) considered that e-commerce is in line with the *bai' as-salam* contract if it meets the requirements of halal goods, valid contracts, and fair agreements, which encourage efficient and safe transactions.

Wibiksana & Mansah (2023) state that digital transactions can be considered shari'i if they comply with the maqashid sharia principles and fulfill the elements of voluntariness and halalness of the selling object. Meanwhile, Mubarroq & Latifah (2023) assert that muamalah transactions, including e-commerce, are valid as long as they do not contradict the principles of the prohibition of riba, gharar, maysir, and haram elements, allowing flexibility in contemporary practices that remain sharia-compliant. From the angle of positive law, Wijaya & Saly (2021) and Ariyanto et al (2021) emphasized the liability of businesses for hidden defects, based on Article 19 of the GCPL and the Civil Code, with a preference for dispute resolution through arbitration. They highlighted the importance of the strict liability principle to protect aggrieved consumers.

Naryah (2022) criticized the practice of buying and selling defective goods with discounts in Gamis Village, because it often violates Islamic business ethics such as honesty and trustworthiness. This research emphasizes the need for ethical values in business in order to create trust and sustainability. Fauzan and Raya (2021) compared consumer protection in positive and Islamic law against defective goods, with an emphasis on justice, the prohibition of fraud, and the right to compensation. Positive law regulates sanctions and dispute mechanisms, while Islam emphasizes the principle of khiyar in buying and selling ethics. Licardi et al (2023) reviewed the responsibility of manufacturers for defective products according to the Consumer Protection Law. Consumers are entitled to a replacement or refund, either through litigation or non-litigation channels. This research emphasizes the urgency of monitoring and producer education and policy revision to face the challenges of globalization. Ruslang et al (2020) highlighted the implementation of maqashid sharia-based business ethics in Shopee, such as honesty and transparency, which are proven to increase consumer trust and seller loyalty, and support sustainable Islamic business practices.

Sahputra (2023) criticized the practice of buying and selling used mobile phones at Marna Cell, which imposes the risk of hidden defects on the buyer. According to sharia law, this responsibility should be borne by the seller, even though formally the contract has fulfilled the legal conditions of sale and purchase. Sekartaji (2021) compares the sale and purchase of defective goods in Shopee according to Islamic law and positive law. Islamic law allows it if the conditions are met, while positive law requires a warranty. Improving consumer protection is suggested through education and legal awareness. Kholijah (2020) emphasized the importance of clarity of product description, consent of both parties, and continuous communication in sharia-based e-commerce. Transactions are valid as long as they fulfill the

provisions of sharia, including the halalness of the product and the clarity of the contract made through electronic media.

Specifically, this research aims to examine the concept of the object of sale and purchase contracts in E-Commerce through the lens of *Fiqh Muamalah*, as well as to analyze the accountability of e-commerce platforms in cases involving defective goods. Unlike previous studies that often generalize e-commerce practices or merely juxtapose Islamic and positive law, this study focuses on the substantive alignment between sharia principles and actual contractual practices in digital platforms, especially the application of *khiyār* (option rights) as a sharia-based mechanism of consumer protection. By highlighting detailed contractual elements, this research provides a deeper understanding of how sharia law can be applied in modern digital contexts without compromising its foundational ethics and values.

Moreover, the novelty of this research lies in offering practical conflict resolution models grounded in fiqh muamalah for e-commerce transactions involving defective goods. In particular, the study constructs an interpretive framework for applying *khiyār al-‘ayb* and *khiyār al-syarth* within digital marketplaces, supported by empirical findings and legal reasoning rooted in Islamic jurisprudence. This contributes significantly to the development of ethical guidelines and regulatory insights that can bridge the gap between technological advancement and sharia compliance, making it a useful reference for scholars, practitioners, and policymakers alike.

Methods

The method used in this study is a literature study with a qualitative approach (Sugiyono, 2019). The data used comes from various document texts in the form of books, journals, articles, reports, and other relevant documents. This research is carried out by analyzing selected literature that discusses the Fiqh Muamalah Review of the Object of Akad (E-Commerce) on Defective Goods. The search process uses the help of the Publish or Perish application. The initial stage of this research is by searching journals using the keywords "Object of Akad (E-Commerce)" and "Defective Goods" and collecting articles related to Fiqh Muamalah Review of the Object of Akad (E-Commerce) on Defective Goods taken from Google Scholar data for the period 2020 - 2024. The second stage is the review of the focus on the discussion in the article, by selecting articles that focus on the review of fiqh muamalah on the object of the contract (E-Commerce) on defective goods with the keywords "contract object (E-Commerce) and Defective Goods" found as many as 50 articles that match the search keywords. After going through the process of reading the title, abstract, and keywords of the contract object (E-

Commerce) and Defective Goods which are still relevant, there are 20 then after being re-selected into 15 articles then at the final stage the author obtained as many as 14 articles as those that will be reviewed during this research. This literature analysis will help formulate the research conceptual framework.

Basic Concept of Contemporary Muamalah Fiqh

Contemporary muamalah fiqh is a part of Islamic law that regulates business transactions in accordance with Islamic principles, but adapted to today's conditions. It uses sources of Islamic law such as the Quran, Hadith, Ijma, and Qiyas to regulate modern businesses that did not exist in the past, such as paper money, stocks, insurance, and other transactions that are constantly evolving. The basic rule in contemporary Fiqh muamalah is that all business practices are permissible, unless there are rules that prohibit them. So, the scholars set important principles in business such as no usury (interest), uncertainty, fraud, speculation, haram products, and invalid contracts. All these principles must be followed because they are the basic rules in Fiqh muamalah (A. A. Harahap & Imsar, 2023; Mubarroq & Latifah, 2023).

Muamalah is essentially an interaction between two or more parties that follows Islamic rules, which involves the rights and obligations of each (Khairot, 2024). The seller has the right to receive money from the goods sold and is obliged to provide good goods and be honest in promotion. While the buyer has the right to get the goods as promised with good quality, and is obliged to pay according to the agreed price. The terms of muamalah fiqh's are; 1) the existence of ridha (willingness) between two parties, 2) clear contract, 3) halalness of the object, and 4) doesn't contain uncertainty (*gharar*) (Pradini, 2023; Soemitra, 2021).

Buying and selling is an exchange of goods or services between two parties. In Arabic, buying and selling is called *al-bay'u* or *al-tijarah*, which can also refer to the word "buy" (*al-syira*). So, the term *al-ba'i* can mean both selling and buying. In essence, buying and selling is how people exchange goods or services to fulfill their needs. Buying and selling has several types, such as exchanging goods for goods, selling goods for money, or selling goods for other goods (Sekartaji, 2021). In the Quran, there are several verses that regulate buying and selling transactions, which are guidelines so that buying and selling is in accordance with Islamic rules (A. A. Harahap & Imsar, 2023; Nadianti & Anshori, 2023). The Quran, as the basis of Islamic economics, provides comprehensive principles that govern trade, ensuring economic activities promote justice, equity, and the well-being of society (Tarigan & Muda, 2021)

A sale and purchase transaction is an agreement between two parties to exchange goods at an agreed price, voluntarily, and to be valid according to Islam, both parties must fulfill the

agreed terms and conditions; otherwise, the transaction is considered invalid (Yafiz & Iqbal, 2022). Buying and selling should be conducted with sincerity, mutual consent, and benefit to both parties. Yusuf Qhardawi, Sayyid Sabiq, and Wahbah Az-Zuhaili argue that e-commerce is a form of trade, differing only in its system but maintaining the same fundamental function, and their views align with widely accepted opinions from earlier scholars, emphasizing that e-commerce transactions must also adhere to these same principles of sincerity, consent, and mutual benefit (Nurbaiti et al., 2020).

Legal basis of buying and selling (according to the Quran)

Buying and selling in Islam is a highly recommended business. The Prophet once said that nine out of ten doors of sustenance come from business, so business is the main way to get a blessed sustenance. Business is allowed in Islam as long as it follows the rules of sharia. Everyone is allowed and even encouraged to do business, as long as they do not violate the prohibitions of Allah and His Messenger. As long as the business does not involve things that are prohibited, then it can be done.

The law of worship states that we can only do something if there is guidance from the Quran and Sunnah. While the law of muamalah says that all actions in world affairs are allowed, unless there is a prohibition in the Quran and Sunnah. So, in muamalah, there is a lot of freedom as long as there is no prohibition. As explained in the word of Allah (QS. Al-Baqarah 2: Verse 275).

الَّذِينَ يَأْكُلُونَ الرِّبَوْا لَا يَقُولُونَ إِلَّا كَمَا يَقُولُ الْذِي يَتَخَبَّطُهُ الشَّيْطَنُ مِنَ الْمُسْكُنِ ذَلِكَ بِإِنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَوْا وَأَخْلَقَ اللَّهُ الْبَيْعَ وَحْرَمَ الرِّبَوْا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَأَنْتَهُ فَلَمَّا مَا سَلَفَ فَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَبُ النَّارَ هُمْ فِيهَا خَلِدُونَ

Meaning: "Those who eat usury cannot stand up, except as one who is possessed by a demon through madness. That is because they say that buying and selling is the same as usury. Whereas, Allah has justified buying and selling and forbidden usury. Whoever receives a warning from his Lord and ceases, then what he had earned is his, and his affair is for Allah. And whoever repeats it, then they are the inhabitants of Hell; they will abide therein." (QS. Al-Baqarah 2: Verse 275)

The surah above explains that this verse emphasizes the prohibition of usury in Islam. People who engage in usury are likened to people possessed by demons because usury behavior undermines economic justice and human morals. Although those who take usury try to equate usury with buying and selling, Allah firmly distinguishes between the two: buying and selling are halal transactions, while usury is haram. For those who had taken usury before the

prohibition came down, Allah provides leniency if they stop. However, for those who continue to do so after learning of this prohibition, they will face eternal punishment in the Hereafter. This verse teaches the importance of economic justice and avoiding oppressive practices. It is further explained that Allah Subhanahu Wa Ta'ala says:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَّحِيمًا

Meaning: "*O you who believe! Do not eat each other's wealth by false means, except in trade that is consensual between you. And do not kill yourselves. Indeed, Allah is Most Merciful to you.*" (QS. An-Nisa' 4: Verse 29)

This Surah means that it also commands Muslims to maintain economic integrity and the rights of fellow human beings. Allah forbids taking or using other people's wealth by false means, such as fraud, corruption, theft, and exploitation. The only permissible way is through trade that is carried out on the basis of the willingness of both parties without coercion or deceit. In addition, this verse also prohibits self-destructive actions, both physically (suicide) and spiritually (such as corrupting faith with sin). This emphasizes the preciousness of human life in the sight of Allah, and Allah wants His people to live with compassion and responsibility.

The pillars of buying and selling

According to the Hanafis, buying and selling only requires two main things: ijab (offer from the buyer) and kabul (acceptance from the seller) (Maulidia, 2025). For them, what is important in buying and selling is the willingness of both parties. Since that willingness cannot be seen directly, there needs to be an expression or act of giving goods and money to each other as a sign of agreement. Ningsih (2019) in her study mentioned there are four things that must be present in buying and selling, namely; 1) involving two parties (seller and buyer), 2) words or sentences of agreement between two parties (*ijab an qabul*), 3) items or object for sale, and, 4) price and money to exchange the goods purchased.

In muamalah fiqh, online buying and selling must also fulfill the pillars and conditions according to Islamic law (Khotimah, 2023). In the Shopee application, there are two types of contracts that are often used in transactions. Based on the analysis, transactions at Shopee have fulfilled the three pillars and conditions approved by the majority of scholars (Wahyuni & Sutrismi, 2022). Aqidaini (the person who makes the contract) in online buying and selling in Shopee, there are three parties involved: the seller (shop), the buyer, and Shopee as the marketplace. For the transaction to be valid, the parties must meet requirements such as being adults and of sound mind, which can be seen from the registration of a Shopee account by

including name, address, and phone number. Also, the transaction must be voluntary, so if the buyer has already paid, it means that he was not forced to buy the item.

Ma'qud Alaih (the object of the contract) is the goods or products being traded. In Shopee, buyers can choose various products according to their needs and desires, which are equipped with photos or videos and product descriptions from the seller. The goods sold must comply with Islamic law and Shopee rules (Fikra, 2024). The product must be clearly described to avoid misunderstanding, and Shopee provides a *khiyar* right, allowing cancellation if discrepancies cause harm to either party (Fadlurrahman & Fikriyahayah, 2022).

Shighat Aqad (Ijab and Qabul) is an agreement that shows the willingness between the seller and the buyer. Ijab is the statement from the seller offering the item, while qabul is the agreement from the buyer. In Shopee, the commonly used contracts are the salam contract (for ready-to-stock items) and the istishna contract (for pre-order items that take time to make). The scholars require that the purpose in the contract statement must be clear so that it is easy to understand. Since transactions in Shopee are done online, the contract is conveyed through writing. The price of the item is determined by the seller when uploading the product, and buyers can choose products at an appropriate price, comparing almost the same quality (Nadianti & Anshori, 2023; Rangkuti et al., 2023).

Scholars agree that there are several conditions that must be fulfilled by goods being traded in a valid Islamic sale contract (Kholijah, 2020). Imam al-Māwardī, in *al-Hāwī al-Kabīr*, outlines that the object of sale (*ma'qud 'alayh*) must fulfill specific legal criteria to ensure fairness and legal clarity. Similarly, Imam al-Nawawī, in *al-Majmū' Sharh al-Muhadzab*, emphasizes that the goods must be lawful (*halāl*), clearly described, and deliverable. These conditions include: (1) the goods must be present at the time of the contract, except in *salam* contracts; (2) the goods must have a recognized value or price; (3) the goods must be privately owned and not public property such as river water or grassland; (4) the seller must own the goods or have legal authorization to sell them, such as through agency (*wakālah*); (5) the goods must be physically deliverable; (6) the goods must be clearly described, either through direct inspection or detailed explanation; and (7) the goods must be *halāl* and not prohibited under Islamic law. These conditions are essential to ensure the validity and integrity of contracts in Islamic commercial transactions (Al-Mawardi, 1994; Al-Nawawi, n.d.).

The Object of Shopee Akad (E-Commerce)

Shopee, as one of the e-commerce platforms that is easy to use through smartphones, provides convenience for users in conducting online shopping transactions, both for goods and

services. Features such as live chat facilitate interaction between sellers and buyers, and a variety of product choices meet consumer needs. However, in every sale and purchase transaction carried out, there is an important aspect that needs to be considered, namely the validity of the contract according to the view of Sharia.

In the view of Islamic law, every contract must have a clear purpose and be in accordance with the will of Shara. This is important because the purpose of the contract is closely related to the validity of the transaction itself. For example, in a sale and purchase contract, the main objective is to transfer ownership of goods from the seller to the buyer. If the outcome of the contract differs from the intended shari'i purpose, then the contract is considered invalid and has no legal effect. Therefore, it is important for every transaction, including those conducted through platforms such as Shopee, to remain grounded in sharia principles so that the transaction is valid and blessed (Yafiz & Iqbal, 2022).

In fiqh muamalah, there are two types of contracts used in e-commerce, such as in Shopee: Salam Akad and Istishna Akad. The Salam contract is a transaction in which the goods being sold do not yet exist, and the payment is made in advance. The main requirement of the Salam contract is that the specifications of the goods must be clear, such as the type, size, and quantity. If the goods received are not suitable, the seller must replace them with suitable goods or return the money. Meanwhile, the Istishna contract is similar to the Salam contract, but the payment can be made at the beginning, middle, or end, either in cash or in installments. The specifications of the goods must also be clear, and the agreed price must not change. If there are changes in goods or prices after the contract, the additional costs are borne by the customer (Sudiarti, 2018).

So, we can conclude that online buying and selling is permissible because it uses as-salam or istishna contracts. The difference lies in the availability of the goods: the as-salam contract is for goods that already exist and payment is made when ordering, while the istishna contract is for goods that need to be produced and payment can be made immediately or in installments according to the agreement. Online buying and selling has grown in popularity in recent years as it offers convenience and benefits to both buyers and sellers.

A Review of Fiqh Muamalah on The Object of Akad (E-Commerce) on Defective Goods

E-commerce and sharia principles, namely the existence of online buying and selling can fulfill sharia principles if it meets the contract requirements such as halal goods, payment in advance (salam contract), clear description of goods, and timely delivery (Herawan et al., 2022). Islam supports e-commerce as long as transactions meet the requirements of sharia law, such

as object clarity, price suitability, product halalness, and fair agreement. And the presence of compliance with maqashid sharia is important to maintain justice and benefits for all parties.

Islamic Business Ethics emphasizes the importance of values such as honesty, trustworthiness, and transparency in transactions, particularly in the buying and selling of defective goods (Latifah et al., 2024). For example, platforms like Shopee demonstrate that adhering to Islamic ethics can enhance buyer trust and seller loyalty (Nurbaiti et al., 2021). In both Islamic and positive law, sellers are responsible for disclosing hidden defects, and consumers are entitled to a return, replacement, or cancellation if goods do not match the description. The seller must honestly disclose any defects, whether minor or major, ensuring the transaction is based on clear knowledge (*al-bay'u 'ala ma'arifah*). In fiqh muamalah, withholding defects or providing false information is considered fraud (*gharar*), invalidating the transaction. Additionally, sellers must avoid hidden practices (*tafahhus*); failure to disclose known defects can also render the transaction invalid (Johari & Maghfirah, 2023).

Apart from sellers, buyers also have responsibilities and things that they must pay attention to there are; 1) accepting defects with clarity, the buyer may not claim that the goods are defective if the seller has clearly explained the condition of the goods. If the seller has disclosed the defect before the transaction, then the buyer may not deny the condition of the goods, 2) does not conceal information about dissatisfaction with defective goods, if the buyer feels that the item purchased has a defect that was not mentioned by the seller, then the buyer should inform the seller as soon as possible and not try to cover up the dissatisfaction to get more profit, and 3) do not ask for return of goods without a valid reason, if the buyer has accepted the goods with the defects described by the seller, then the buyer cannot arbitrarily ask for the return of the goods without a valid reason.

The Justice of Sellers and Buyers in Fiqh Muamalah towards Defective Goods

Sellers have a two responsibility to the customers during the transaction. *First*, obligation to disclose defects in goods honestly, fairness requires the seller to provide accurate information about the condition of the goods. Sellers who are aware of defects in the goods and do not disclose them to the buyer are committing an unfair act. Hiding known defects or damage can lead to unauthorized transactions and is considered deceptive (Valentina & Kurniawan, 2024). *Second*, giving buyers options, a fair seller should offer solutions if the goods sold turn out to be defective or do not meet the buyer's expectations. Solutions that can be offered include the return of goods, replacement of goods, or a discount according to mutual agreement. This is part of fairness as the buyer gets the right to choose a suitable solution. Buyers do not asking

for a return without a clear reason, including being disappointed with the goods because expectations were not met but the goods arrived without defects. Buyers also must respect the policy return set by the seller, especially if the seller provides certain conditions, such as returns within a certain time.

Transparency of the sellers can be implemented through, disclose goods defect clearly and provides full information on goods. In fiqh muamalah, this transparency leads to the seller's obligation to explain in detail any negative aspects that may exist in the goods being offered, so that the buyer can make an informed decision. In addition to disclosing existing defects, sellers should also provide complete information about the specifications and quality of the goods being sold. This includes information not only on defects, but also on the advantages or features of the item that are relevant to the buyer (Khanfar, 2016).

Disappointed buyers can express disappointment over defects that are not clearly known. If the purchased item turns out to have a defect that the seller was not informed about beforehand, the buyer should inform the seller immediately and ask for a fair solution. The buyer should be transparent in disclosing any problems found after the transaction. Example: If after purchasing an item, the buyer discovers a defect that was not previously described, he should immediately contact the seller to seek a solution, such as a return of the item or a replacement.

Wahbah Zuhaili asserts that muamalah transactions are permissible in Islam as long as they do not violate Sharia principles. The principles of halal (obtained and used in the proper way) and thayyib (good and suitable for the need) are essential in e-commerce (Az-Zuhaili, 2012). Despite the lack of face-to-face interaction in e-commerce, transactions such as as-salam and istishna are still considered valid under Islamic law. According to DSN Fatwa No. 05 of 2000 on online contracts and No. 06 of 2000 on istishna' contracts, the goods involved must be clearly defined and characterized to ensure compliance with Islamic principles (DSN-MUI, 2000).

In buying and selling, the goods must have clear specifications, and the method of delivery must be agreed upon. Buyers cannot sell goods before receiving them, and cannot exchange goods except for the same goods that have been agreed upon. Islam does not prohibit when the goods are delivered, the important thing is that the goods must be clear so that no one is harmed. In online transactions, to avoid uncertainty, there are several conditions that must be met: 1) the goods must be present when the contract is made, 2) the item being sold must have value and be legal to trade. For example, alcohol is not legal to sell to muslims, 3) goods should

be clear and easily recognizable, and 4) the goods must be deliverable and fully and legally owned by the seller.

Honesty is crucial for building trust between sellers and buyers on platforms like Shopee. Researchers have found that Shopee sellers uphold honesty through accurate product descriptions, fair pricing, clear stock information, realistic delivery estimates, and transparent return policies. This aligns with fiqh muamalah, as sellers provide complete and accurate product details, set fair prices, update stock information regularly, and deliver on time, while offering return or warranty options for defective products, ensuring a positive buyer experience.

Fairness and transparency are crucial for maintaining good relationships between sellers and buyers on platforms like Shopee. Sellers demonstrate fairness through clear and transparent pricing, fair return policies, responsive customer service, and prompt issue resolution. Transparency is also maintained by disclosing any additional costs, such as shipping fees, upfront, ensuring that buyers know the total price without hidden charges. This fosters a positive shopping experience and buyer satisfaction.

With this fairness and transparency, it can be said that it is in accordance with fiqh muamalah because the seller has set a fair price according to the quality of the product being sold. If there is a discount or promo, the seller must clearly convey the terms and conditions that apply. Avoiding excessive or misleading prices is part of the principle of justice. If there is an error in stock, shopee sellers should immediately notify the buyer and offer a solution, such as a refund or a choice of another equivalent product. Honesty in maintaining stock will increase trust and avoid disappointment in buyers. Shopee parties endeavor to deliver goods on time according to the estimation given. If there is a delay, the seller and shopee must immediately inform the buyer in the shopee application listed on the location check or can be directly in the seller's chat. Being honest about the delivery time shows that the seller values the buyer's time and expectations.

It can be concluded that the principles of honesty, justice and transparency in E-Commerce, especially on the Shopee platform, are in accordance with the principles of fiqh muamalah because Shopee has openly provided information in the description of an item. Shopee implements a system that allows buyers to clearly see the price of goods and additional costs, including shipping costs, without any confusing hidden costs. This ensures that the transaction remains transparent and fair, in accordance with the principles of fiqh muamalah. Shopee also provides realistic shipping estimates and arranges for sellers and buyers alike to know when the goods will be received. In case of delays, Shopee supports a transparent communication system to inform buyers. This is in line with the principle of *al-ihsan* (doing

good) in muamalah, where both the seller and the platform are responsible for the customer experience. Not only that, Shopee also provides a clear return policy, which gives buyers the right to return products if they do not match the description or are damaged. This supports the principles of *al-amana* (trust) and *al-'adl* (justice), where buyers get their due if there are any issues with the product received.

Liability of Defective Goods to the Seller in Fiqh Muamalah

In Fiqh Muamalah, an agreement is considered valid if there is a clear and full agreement between the two parties, and it is done sincerely and honestly. In online buying and selling, it is important for sellers and buyers to understand each other and agree to the terms of the transaction clearly. The seller must provide quality goods and give honest information about the goods. In Islam, buying and selling is not just about profit, but also maintaining a fair relationship between sellers and buyers. Sellers must be transparent about the condition of the goods, including if there are defects. This is not just a legal matter, but also a matter of ethics and morals in Islam. By fulfilling this obligation, the transaction becomes fair, trust increases, and the business becomes a blessing according to Islamic teachings.

So in the view of the researchers, the *E-Commerce* accountability (Seller) for defective goods is in accordance with fiqh muamalah because the sellers have partially used and implemented the teachings of fiqh muamalah, but it's just that there are some cheating traders or some of them are negligent when implementing the packaging of goods, and the traders and shopee have also made or recommended a place to return goods if the buyers (customers) feel disadvantaged or feel that the goods are not in accordance with reality. And the way or rules for returning these goods are already listed in the shopee application by confirming with the store or directly to the courier brother in a good way, and the courier brother also always helps to return the goods because it is also one of the courier's duties.

Responsibility of Defective Goods to Buyers in Fiqh Muamalah

In Islam, consumers have the right to be protected from loss or harm due to defective or fraudulent products, and businesses must take responsibility. Nurhalis (2015) mentions several important consumer rights, including the right to honest and truthful information, access to safe products and a healthy environment, the right to redress if the product is harmful, and the right to choose and obtain a fair price.

In fiqh muamalah, one of the consumer rights is the right to choose (*khiyar*), which gives buyers and sellers the freedom to continue or cancel the transaction (Dalimunthe, 2019; Hikmah

et al., 2023). *khiyar al-‘ayb* is the right to cancel a transaction if the goods purchased are defective, without the need for prior agreement. If you feel cheated, you can cancel the transaction. It can apply to either the buyer or the seller, depending on the situation. Researchers say that the responsibility for defective goods in fiqh muamalah can be resolved by *khiyar al-‘ayb* or *khiyar al-syarth*. Khiyar syarth gives the right to continue or cancel the transaction according to the agreed time or conditions, so that the buyer can assess the goods clearly and avoid fraud.

In e-commerce, the object of akad is crucial for a valid and fair transaction. According to *Fiqh Muamalah*, it must be halal, owned or authorized by the seller, clearly described, and deliverable. If goods are defective or deviate from the description, the akad may be invalid (*fasid*), highlighting the role of *khiyar* as a corrective measure. In online settings, where buyers can't inspect products directly, transparency is essential. Thus, *khiyar al-‘ayb* and *khiyar al-syarth* help protect consumers and uphold the akad's integrity. Islamic law offers structured solutions to maintain fairness in digital transactions.

Conclusion

Based on the findings of this research, it is evident that the practice of buying and selling in e-commerce can align with the principles of *Fiqh Muamalah* provided it upholds the core sharia values of justice ('*adl*), honesty (*sidq*), and transparency (*bayān*). The study finds that the use of *salam* and *istishna'* contracts in e-commerce transactions is permissible in Islamic law, as long as the objects of the contract meet essential criteria: clear specifications, lawful status (*halal*), and absence of *gharar* (excessive uncertainty). This contractual clarity plays a crucial role in protecting consumers from deception and defective goods.

The research also finds that the implementation of *khiyār al-‘ayb* (option due to defect) and *khiyār al-syarth* (conditional option) offers a strong legal and ethical foundation to address disputes over defective products in online transactions. These mechanisms not only protect the buyer's rights but also encourage sellers to maintain product quality and truthful disclosure. Moreover, the ethical dimension of *Fiqh Muamalah* serves as a guiding framework for creating a more accountable and sustainable e-commerce environment that is in harmony with Islamic economic values.

This study contributes to the academic discourse by offering a normative framework that integrates classical Islamic legal principles with contemporary digital trade practices. While the analysis primarily emphasizes conceptual and doctrinal exploration, this focus provides a strong theoretical basis for further applied studies. Future research is encouraged to expand on this

foundation by conducting empirical investigations into the real-world implementation of *Fiqh Muamalah* in specific e-commerce platforms, particularly in addressing defective goods. In addition, examining the role of technologies such as blockchain and artificial intelligence in supporting sharia-compliant transactions, and conducting comparative analyses with national legal systems, would enrich the practical relevance and policy impact of this growing field.

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