



## Examining Online Buying and Selling Contracts: A Qualitative Analysis of Marketplace Transactions and Contractual Practices

Akhmad Sukris Sarmadi<sup>1</sup>, Vina Radhita Putri Margaretha Indrazati<sup>2</sup>

<sup>1,2</sup>Faculty of Sharia, Antasari State Islamic University

Jalan Ahmad Yani, Km. 4.5 Banjarmasin, Indonesia

Email: [akhmadsukrissarmadi@gmail.com](mailto:akhmadsukrissarmadi@gmail.com)<sup>1</sup>, [vinardht209@gmail.com](mailto:vinardht209@gmail.com)<sup>2</sup>

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### Abstract

This research will discuss how the contract is carried out by sellers and buyers in *online* buying and selling activities in a *marketplace*. Nowadays, there are many *marketplaces* that serve as a place for sellers to sell their goods which are also equipped with various features in it. Considering that the contract is one of the pillars of buying and selling and is a condition for the validity of buying and selling, it is necessary to conduct this research to find out how the contract used in buying and selling carried out in a *marketplace*. The method used in this research is a qualitative method, with interviews with informants to find out how the practice is and their opinions related to this matter. From the results of this study, it was found that if the goods and prices are clearly known, and there is willingness between the seller and the buyer, then it can be said that the contract and sale are valid because the terms and conditions have been fulfilled and the contract process is complete when the buyer clicks on the order completed/order received.

**Keywords:** *Akad, online buying and selling, marketplace.*

### Abstrak

Penelitian ini mengulas bagaimana kontrak dilaksanakan oleh penjual dan pembeli dalam kegiatan jual beli online di sebuah marketplace. Saat ini, terdapat banyak marketplace yang berfungsi sebagai tempat bagi penjual untuk menjual barang dagangannya, dilengkapi dengan berbagai fitur di dalamnya. Mengingat bahwa kontrak merupakan salah satu pilar dalam jual beli dan merupakan syarat keabsahan transaksi jual beli, penelitian ini diperlukan untuk mengetahui bagaimana kontrak digunakan dalam kegiatan jual beli di marketplace. Metode yang digunakan dalam penelitian ini adalah metode kualitatif, dengan wawancara bersama informan untuk mengetahui praktik yang dilakukan serta pendapat mereka terkait masalah ini. Dari hasil penelitian ini, ditemukan bahwa apabila barang dan harga jelas diketahui, serta terdapat kesepakatan antara penjual dan pembeli, maka dapat dikatakan bahwa kontrak dan transaksi penjualan tersebut sah karena syarat dan ketentuan telah terpenuhi, dan proses kontrak dianggap selesai ketika pembeli melakukan klik pada "order completed/order received".

**Kata Kunci:** Akad, jual beli online, marketplace.

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## INTRODUCTION

Everything has rules in Islam. Buying and selling is one of the actions / activities that have rules in Islam.<sup>1</sup> Buying and selling is an activity of exchanging property where the property is something that has value and benefits in a way that is in accordance with Shara' and has been agreed upon (there is an element of willingness) between the seller and the buyer. There are several conditions that must be met in this sale and purchase, the contract is one of the conditions that must be fulfilled in the sale and purchase activity.

Akad is one of the pillars of buying and selling and is a condition for the validity of buying and selling. Akad is a statement of handover or *ijab kabul* between the two parties, namely the seller and the buyer. The need for this contract (*ijab kabul*) is to show or know clearly regarding the agreement and willingness between the two parties.<sup>2</sup> In accordance with the provisions of the DSN-MUI Fatwa related to the sale and purchase agreement, the sale and purchase agreement is not only carried out orally, it can also be done in writing, gestures, actions and can also be done electronically.<sup>3</sup>

The rapid development of technology, especially the use of the internet, has also triggered people to always do various things using the internet. Many people today utilize their smartphones to carry out various activities using the internet. All *muamalah* activities can now not only be done directly face-to-face, but many of the people now also do it online (in the network) using the internet.

One of the many *muamalah* activities carried out online using the internet is buying and selling activities. This *online buying and selling* activity is commonly referred to as *electronic commerce* or commonly abbreviated as *e-commerce*. Along with its development, this *online* buying and selling activity is increasing and is increasingly in demand.<sup>4</sup> The most popular *online* buying and selling is buying and

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<sup>1</sup> Nurmia Noviantri, "Islamic Law Review of Shopee\* Online Buying and Selling and Consumer Protection at Shopee\* According to UIN Syahid Jakarta Students," *Thesis, Faculty of Sharia UIN Syarif Hidayatullah*, 2019, p. 2.

<sup>2</sup> Hendi Suhendi, *Fiqh Muamalah* (PT Raja Grafindo Persada, 2019), pp. 68-70.

<sup>3</sup> "Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 110/DSN-MUI/IX/2017 on Sale and Purchase Agreements," n.d.

<sup>4</sup> Noviantri, "Islamic Law Review of Shopee\* Online Buying and Selling and Consumer Protection at Shopee\* According to UIN Syahid Jakarta Students," p. 5. 5.

selling through the *marketplace*.<sup>5</sup> *Marketplace* is a platform or a place where many sellers gather in it to sell and promote the products they sell.<sup>6</sup>

The *marketplace* discussed in this discussion is the *online marketplace*. Some of the *marketplaces* that are in great demand by the community today are shope\*, lazada\*, tokopedia\*, etc. In it between sellers and buyers can carry out buying and selling activities easily, because it is equipped with several features in it, such as features to choose the location of the seller, buy products according to the desired price by selecting the lowest to highest price, choose a store with a high rating assessment, get free shipping vouchers, discount vouchers, cashback vouchers, and can choose one of the payment methods that have been provided.<sup>7</sup>

Most people equate *marketplace* with *e-commerce*. *Marketplace* is one form of *e-commerce*, not all *e-commerce* is called *marketpalce*. The marketplace concept is what is in great demand by the public, because the transaction process is easier, more secure and reliable. In buying and selling, everyone must not want to be harmed, trust is the main thing in buying and selling, both in *offline buying and selling online*.<sup>8</sup>

As mentioned in the previous statement, the contract is one of the pillars of buying and selling that must be fulfilled. The contract is an important thing, because with the contract it can be known that the transaction in buying and selling is accepted and rejected. However, with the rapid development of *online buying and selling today*, especially *online buying and selling in a marketplace*, many people are indifferent to the implementation of this contract. Not a few people are still confused and do not even know about how the implementation of the contract in *online buying and selling activities in a marketplace*.

Nurmia Noviantri (2019)<sup>9</sup>, conducted research which she wrote in her thesis entitled "Islamic Law Review of Shope\* Online Buying and Selling and Consumer Protection at Shope\* According to UIN Syahid Jakarta Students". The results of this research conclude that the implementation of the contract in buying and selling in Shope\* is not the same as the salam buying and selling contract, because the salam

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<sup>5</sup> Noviantri, p. 8.

<sup>6</sup> Alisatul Aini, "Marketplace: Definition, Types, Benefits, and Examples," August 2022, <https://glints.com/id/lowongan/marketplace-adalah/>.

<sup>7</sup> Ana Mustika Dewi, "Analysis of Wakalah Bil Ujrah Akad on E-Commerce Shope\* in the Perspective of Sharia Economic Law," *Thesis UIN Kiai Haji Achmad Siddiq Faculty of Sharia*, 2022, p. 5.

<sup>8</sup> Noviantri, "Islamic Law Review of Shope\* Online Buying and Selling and Consumer Protection at Shope\* According to UIN Syahid Jakarta Students," p. 6. 6.

<sup>9</sup> Noviantri, "Islamic Law Review of Shope\* Online Buying and Selling and Consumer Protection at Shope\* According to UIN Syahid Jakarta Students."

contract is a contract in which payment is made in advance, while *shope\** although the payment is made in advance, but the money from the buyer is not immediately received by the seller. In this research, it is said that *Shope\** is more accurately called *khiyar ru'yah*. It can also be called ordinary buying and selling, not the same as *salam* buying and selling.

Sumarni Arny, Hadi Daeng Mapuna, Muhammad Anis (2021)<sup>10</sup> , conducted research with the title "Review of Islamic Law on Buying and Selling at *Lazad\** Online Marketplace". The results of this study conclude that according to Islamic law *online* buying and selling, especially *online* buying and selling carried out in the *marketplace*, is permissible. This buying and selling is allowed because the system in this *online buying and selling* is the same as the *salam* buying and selling system or buying and selling with a pre-order system.

Based on the above statement, this research is deemed necessary and important to discuss. This research needs to be done to find out how the use of contracts in *online* buying and selling in the *marketplace*. This is important to discuss, because considering that in this day and age, most people are familiar with and even prefer to buy and sell *online* in the *marketplace*. In addition, there are still many people who do not know about how and what kind of contract is used in this sale and purchase, and there are still many people who do not know the validity of the contract in this sale and purchase.

## METHODS

This research uses a qualitative method, analyzed with a sociological approach, analyzed by conducting interviews with informants, namely sellers and buyers who make buying and selling transactions in a marketplace and people who are experts in this field. This interview was conducted to find out how the contract is usually practiced in *online* buying and selling in a *marketplace* and to find out what and how the contract should be used in this buying and selling.

## RESULTS AND DISCUSSION

### *Online* Sales and Purchase Agreement

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<sup>10</sup> Sumarni Arny, Hadi Daeng Mapuna, and Muhammad Anis, "Islamic Law Review of Buying and Selling at *Lazad\** Online Marketplace," *Iqtishaduna: Scientific Journal of Sharia Economic Law Students* Vol. 2 No. 4 (2021).

Buying and selling in fiqh terms is known as *al-ba'i*, which refers to the act of selling and exchanging one item for another.<sup>11</sup> In terms of terms, buying and selling means exchanging objects for objects or objects for money in accordance with the methods allowed by Shara'. Buying and selling also means exchanging assets by releasing or transferring ownership rights on a voluntary basis between the two.

In accordance with the method allowed by Shara' is a sale and purchase that fulfills the pillars, conditions and other provisions related to buying and selling. Sale and purchase that does not fulfill all the provisions of Shara' means that the sale and purchase is not carried out in a way that is in accordance with what is desired by Shara'.<sup>12</sup>

In the implementation of a sale and purchase transaction, every individual involved in it needs to remember and understand the pillars and conditions that are valid according to sharia, in order to avoid something unwanted and something not halal according to sharia. Some of the pillars and conditions of buying and selling are as follows:<sup>13</sup>

- 1) The party in the contract (conducting the transaction), namely there is a seller and buyer. The parties to the contract must be of sound mind and have the ability to make a choice, so those who are not of sound mind or even in a state of unconsciousness, those who are unable to make choices such as people with mental disorders, people who are under the influence of alcoholic beverages, and small children cannot be considered valid if they make a contract (transaction).
- 2) The object of the contract, namely the goods and money used in a transaction. Something that is used as the object of the contract (transaction) must be something clean (halal and good), useful, valuable, actually owned by the seller, can be given and received, the parties involved in a transaction must also both know what the status of the object of the contract is.
- 3) Akad, which is the transaction or a form of agreement and handover.

In terms of buying and selling transactions, the most important thing to determine the legality of the sale and purchase is the contract. The contract also determines whether a transaction in buying and selling is valid or not. In terms of buying and selling transactions, these prerequisites also require a person to have a

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<sup>11</sup> Noviantri, "Islamic Law Review of Shope\* Online Buying and Selling and Consumer Protection at Shope\* According to UIN Syahid Jakarta Students," p. 18. 18.

<sup>12</sup> Suhendi, *Fiqh Muamalah*, pp. 67-69.

<sup>13</sup> Padian Adi Salamat Siregar, "The Validity of the Internet Sale and Purchase Agreement Based on Islamic Law," *EduTech Journal* Vol. 5 No. 1 (2019): pp. 60.

good understanding so that the transactions they carry out are valid under Islamic law. Because, not fulfilling all the pillars and conditions will cause the invalidity of the contract or the invalidity of a sale and every sale and purchase whose contract is wrong (invalid) is prohibited in Islam.<sup>14</sup>

Akad is an agreement between the seller and the buyer that is carried out to signify the validity of the sale and purchase and indicates the willingness (keridhaan) between the two parties.<sup>15</sup>

Nowadays, as time goes by with the advancement of the times, business transactions have changed from *offline* to *online*. There are many different types of *online* transactions, but basically, *online* transactions refer to the buying and selling process carried out through electronic platforms, especially online or via the internet.<sup>16</sup>

Considering that the contract is important and is a condition that must be fulfilled in determining whether a sale and purchase transaction is valid or not, as Allah says in QS. Al-Maidah verse 1:<sup>17</sup>

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ...

Meaning: "O you who believe! Fulfill your contracts..."

In the modern era, the contract in a business sale and purchase transaction can be done through the following methods:

- 1) Oral, where the parties involved in a contract express their wishes in clear words.
- 2) Written, done for long-distance transactions.
- 3) Signing, this method can be implemented in situations where there is someone with limitations.
- 4) Actions, carried out without verbal, written or gestures (signs). This transaction is also called a *m'athah* contract (mutual give and take). In relation to this contract, the buyer must know the price of the goods that he will buy in advance.
- 5) Electronic, i.e. berakad or transaction via the internet or chat.

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<sup>14</sup> Siregar, p. 62.

<sup>15</sup> Suhendi, *Fiqh Muamalah*, p. 70.

<sup>16</sup> Siregar, "The Validity of Internet Sale and Purchase Agreements Under Islamic Law," pp. 59.

<sup>17</sup> "Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 146/DSN-MUI/XII/2021 Regarding Online Shop Based on Sharia Principles," n.d.

Yusuf al-Qaradhawi states that the terms of the contract (transaction) do not have to be written, the contract can be done through various methods as mentioned above. As for the view of Imam Shafi'i, he rejected the contract by action (*al-mu'athah*), because according to him the will of the contracting actors must be clearly expressed. Meanwhile, Imam Abu Hanifah and the majority of scholars, including Imam al-Nawawi from the Shafi'i madhhab, accepted and allowed the contract (transaction) because it was considered a custom of the Islamic community. Previously, this contract was only considered valid for small transactions, but now it has developed so that it is also valid for large transactions.

In principle, Islamic law allows any business practice that can bring benefits and maslahat and as long as there is no evidence that prohibits it.<sup>18</sup> The legal basis that becomes a reference or reference related to the problems in this discussion is as follows:

1) Qur'an

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ...

Meaning: "O you who believe! Do not eat from one another's wealth by unlawful means, except by way of a voluntary trade among yourselves...". (QS. An-Nisa: 29)<sup>19</sup>

2) Hadith

الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا

It means: "The Muslims deal according to their terms so long as they do not forbid the lawful or forbid the unlawful."<sup>20</sup>

أَدِّ الْأَمَانَةَ إِلَى أَهْلِهَا وَلَا تَخُنْ مَنْ خَانَكَ

Meaning: "Deliver the trust to the rightful recipient and do not betray those who betray you."

3) Rules of fiqh

الْأَصْلُ فِي الْمُعَامَلَاتِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

Meaning: "Basically, all forms of muamalat are permissible unless there is evidence that forbids it."

أَيْنَمَا وَجَدتِ الْمَصْلَحَةَ فَتَمَّ حُكْمُ اللَّهِ

This means: "Where there is a benefit, there is the law of Allah"

<sup>18</sup> Siregar, "The Validity of Internet Sales and Purchase Agreements Under Islamic Law," pp. 61-62.

<sup>19</sup> "Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 110/DSN-MUI/IX/2017 on Sale and Purchase Agreements."

<sup>20</sup> Siregar, "The Validity of Internet Sale and Purchase Agreements Under Islamic Law," pp. 62.

## الضَّرَارُ يُزَالُ

Meaning: "All dharar (harm) must be eliminated."<sup>21</sup>

In some of the legal bases above, it has been explained that all forms of muamalat or all transactions carried out by Muslims are basically permissible as long as there is no evidence that forbids it, as long as it is carried out in accordance with the Sharia without legalizing something haram or forbidding something halal and as long as they do not harm each other.

Based on QS. An-Nisa verse 29 has also explained that the basis of buying and selling transactions is mutual trust and on the basis of willingness or voluntariness between one another. Related to this, as explained in the fiqh rules above related to losses that must be eliminated, then *khiyar* applies in this sale and purchase transaction, which is used to test the quality of goods and prevent losses. In *online* transactions, the *khiyar* right still applies, the *khiyar* that applies in this *online buying and selling* transaction is called *khiyar syarat*, which involves provisions regarding the goods by mentioning the criteria and other provisions on the description page available and loading the image and the buyer can also choose whether to continue or cancel the transaction within the time limit and with the conditions that have been determined.<sup>22</sup> The seller must also guarantee the quality and quantity of the goods he is promoting to maintain the validity of the contract. The seller must also ensure and guarantee that the goods reach the person entitled to receive them, so that no party feels cheated or harmed. As the Prophet's hadith above explains that the mandate must be delivered to the rightful (The buyer entrusts / gives a mandate to the seller for the goods he buys).

Halal and Haram are independent concepts and cannot be united. The halalness of something leads to goodness, while the forbiddenness of something leads to badness. *Online* buying and selling transactions that are commonly carried out by Muslim communities and society in general in this day and age are recognized as providing good benefits in meeting the needs of life and providing convenience in doing so and in accordance with the principles of benefit in muamalah. Thus, *online buying and selling* transactions are considered legal if the seller and buyer do it based on trust and willingness between each other.<sup>23</sup>

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<sup>21</sup> "Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 146/DSN-MUI/XII/2021 Regarding Online Shop Based on Sharia Principles."

<sup>22</sup> Siregar, "The Validity of Internet Sales and Purchase Agreements Under Islamic Law," pp. 60.

<sup>23</sup> Siregar, p. 61.

## Online Buying and Selling Agreements in Marketplaces

The rapid development of technology and the high interest of the community in conducting *online* buying and selling activities, more and more *marketplaces* also provide and become a forum for the community to conduct *online* buying and selling transactions. However, there are rules for everything, and the same applies to buying and selling. There are several provisions that need to be considered, as well as the pillars and conditions that must be met so that the sale and purchase carried out can be considered valid, as mentioned and explained in the previous discussion.

These various *marketplaces* are available not only as a place for people to make buying and selling transactions, but in the *marketplace* also provides many features to provide convenience, comfort and benefits for users in transactions in the *marketplace*.

Based on the author's experience, in the *marketplace* there are many sellers who sell and promote their products. Sellers promote their products by uploading pictures and listing the price of the product, then mentioning the criteria of the product in the description and including some provisions or agreements related to things that might happen. Buyers can select products by typing the keywords of the products they want. Then, after the buyer gets the desired product, then clicks the buy menu, then the buyer can choose the payment method they want. Then, after the order is completed, the seller will prepare the order from the buyer and send it through the available shipping services.

Regarding the contract in *online* buying and selling in the *marketplace*, the author will present the results of interviews with sellers and buyers who usually make buying and selling transactions in the *marketplace*. From the results of the interviews that the author obtained, sellers and buyers usually make contracts via chat in the *marketplace* after the ordered goods are received by the buyer. In addition, there are also other buyers who only make a contract by conveying thanks through the courier who delivered the order (most of the buyers like this).

The author also asked the seller regarding the funds paid by the buyer. In the interview, the seller said that the funds paid by the buyer are not immediately handed over to the seller, the funds will enter the seller's balance when the ordered goods have arrived at the buyer and the buyer clicks "order received/order completed".

To find out how and what contracts are made in *online* buying and selling in this *marketplace* so that the buying and selling transactions carried out are valid according to Sharia, the author also conducted interviews with people who

understand in this field and the author also sought the opinions of scholars on social media related to this issue.

First, the author conducted an interview with Ustadz Muhammad Syahriza Rezkianoor S. Ag, MHI. He stated that in the sale and purchase agreement, the seller and the buyer must know about the goods being sold or purchased, both about the functions, advantages and disadvantages of these goods and the willingness between the seller and the buyer to make transactions.

He said that the contract used in this *online* shopping is a salam contract. So, the salam contract process is when the buyer makes an order or payment in advance and the ordered goods are only sent after the initial order or payment. Then, when the goods arrive, are received by the buyer and the goods are what the buyer wants (there is willingness), then the contract process is completed by clicking on the order received on the page on the *marketplace* and that shows the buyer's agreement or willingness. However, what can be said of this salam contract is only for transactions that use the transfer payment method, unlike cod payment.

Regardless of the payment method used by the buyer, he said that if the goods and the price are clearly known, and there is willingness between the two, then it can be said that the contract and sale are valid because the conditions and pillars have been fulfilled.

Then, the second opinion of Ustadz Sandi Rahman, which the author got through a video on his tiktok account. He said that the conditions of the contract are to be pronounced and face to face. If it is not pronounced and faced, according to some scholarly opinions it is not called a contract. However, according to some other scholarly opinions, even if it is not pronounced, it is included in the contract as long as there is mutual consent, the mutual consent or pleasure of each other (*antaradhin*) is what is called a contract.

"Online Buying and Selling Agreements in Marketplaces" involve the establishment of agreements or understandings between sellers and buyers within the realm of electronic commerce facilitated by marketplace platforms. These platforms serve as digital market spaces where sellers showcase and offer their products or services to potential buyers. The process of online buying and selling agreements encompasses several critical steps and elements aimed at ensuring the validity and smooth execution of transactions.

Here's a breakdown and analysis of the key components related to online buying and selling agreements in marketplaces:

1. Product and Price Information: Sellers play a pivotal role in providing comprehensive details about the products or services on offer, including detailed descriptions, specifications, and transparent pricing. This transparency contributes to building trust and aiding buyers in making informed decisions.

2. Price and Goods Agreement: The negotiation and agreement on the price and specific goods form the foundation of the transaction. This stage involves communication between buyers and sellers to establish mutual understanding and satisfaction, often revolving around factors like product quality and shipping preferences.

3. Marketplace Terms of Use: Each marketplace typically establishes and enforces terms and conditions that both sellers and buyers must adhere to. These rules serve as guidelines for fair and standardized transactions, covering essential aspects such as payment procedures, shipping policies, and the process for handling product returns. Adherence to these terms ensures a structured and secure online marketplace environment.

4. Checkout and Payment Process: The buyer finalizes the transaction by navigating through the checkout process, selecting suitable payment methods, and entering relevant shipping information. A seamless and user-friendly checkout process enhances the overall user experience and contributes to the efficiency of the online transaction.

5. Confirmation and Follow-Up: After the payment is made, sellers confirm the receipt of payment and proceed with the shipping process. On the buyer's end, the confirmation of receiving the goods or initiating a claim in case of discrepancies underscores the importance of clear communication and accountability in online transactions.

6. Transaction Completion: The conclusion of the transaction is marked by the buyer taking specific actions, such as clicking "order completed" or "order received." This signifies the successful fulfillment of the agreement and adds a layer of closure to the transaction.

Understanding and optimizing each stage of the online buying and selling agreement process is vital for ensuring a positive and trustworthy online marketplace experience. Marketplaces that prioritize transparency, user-friendly interfaces, and effective communication mechanisms contribute to fostering a robust and reliable e-commerce ecosystem. Additionally, research in this domain is crucial for adapting to evolving consumer expectations, addressing potential challenges, and implementing improvements to enhance the overall efficiency and integrity of online transactions in marketplaces.

So buying and selling without pronouncing the contract is called *mu'athah* (a term used in *fiqh*). He said that this is mentioned in the book *Fathul Mu'in*, in which the author is of the view that a contract that is not pronounced is not a contract. However, even if it is not a contract, it is not disputed because of the willingness of the seller and the buyer. Meanwhile, the *syarah*, *I'anatu Ath-tholibin*, permits the contract without pronouncing it, and this refers to the opinion of Imam An-Nawawi in *Al-majmu Syarah Muhadzab*. So, *online* buying and selling in this *marketplace* is included in *mu'athah* buying and selling, which is buying and selling without pronouncing the contract, only the willingness of the seller and buyer.

From the results of several interviews above, the author can conclude that the contract in *online* buying and selling in this *marketplace* is with the willingness of one another between the seller and the buyer, and the goods that are the object of the sale and purchase must be clearly known about the goods and prices. So, the legal illat of the permissibility of a contract that is not pronounced is because of the willingness or mutual trust (*mutual ridha*) between each other as long as the goods and prices are clearly known, so as not to cause any harm to both parties. However, if you are not sure, then the contract can be done electronically via chat available on the *marketplace*, as explained in the MUI fatwa related to the sale and purchase contract.

## CONCLUSIONS

With the advancement of technology, the higher the interest of the community in conducting *online* buying and selling activities, especially buying and selling in the *marketplace*. This has resulted in the emergence of many *marketplaces* as a platform that provides a place for people to conduct buying and selling transactions via the internet.

*Akad* is one of the pillars of buying and selling which is a condition for the validity of a buying and selling transaction. In the modern era, the contract in a sale and purchase transaction can be done through several methods. From the discussion above, it can be concluded that if the goods and prices are clearly known, and there is

willingness between the seller and the buyer, then it can be said that the contract and sale are valid because the terms and conditions have been fulfilled and the contract process is complete when the buyer clicks on the order completed/order received on the page available on a *marketplace*. As long as the information related to the goods and prices is clearly known and there is willingness between the two parties and does not cause harm to the parties, this is the legal illat of *online* buying and selling in the *marketplace*.

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