

## **Actualizing Islamic Economic Law in the Digital Era: A Study of the Application of *Khiyar al-Majlis* in Electronic Contracts**

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|| *Received: 25-12-2023*

|| *Revised: 01-07-2024*

|| *Accepted: 08-07-2024*

**Abstract:** This research was conducted due to the trend of electronic contracts, while every contract contains provisions and implementation of *khiyar al-majlis* which means the right of the parties to continue or cancel a business transaction as long as the parties are still present at the transaction location. Due to the unclear existence and mechanism for implementing *khiyar al-majlis* in electronic contracts, this research was urgent. The aim of this research was to determine the existence and mechanism for implementing *khiyar al-majlis* in electronic contracts. The research method used was normative legal research with a systematic legal approach. The researchers used secondary data or legal materials obtained and processed using selective categorization. All of these legal materials were grouped based on criteria that was appropriate to the problems and issues, then analyzed descriptively and analytically. The law of *khiyar al-majlis* was described and analyzed through explanation, study, systematization, interpretation and evaluation. The results of this research showed that the existence of *khiyar al-majlis* in electronic contracts was only legal because the parties were not in the same transaction location as in conventional contracts. Then, the mechanism for implementing *khiyar al-majlis* could occur directly or indirectly in electronic contracts. This study contributes to the development and actualization of Islamic economic law in the digital era.

**Keywords:** *Khiyar al-majlis*; Option Rights; Electronic Contracts; Islamic Economic Law.

### **Introduction**

Online business activities have become a transaction trend in today's society using computers and the internet (Affan, 2022). This allows the parties make an electronic contract where they can be in different locations, instead of meeting face to face (Ayu et al., 2022). Of course, this condition is different from conventional contracts in general (Putri et al., 2023). Electronic contracts can be found in marketplaces, websites, email, chat, and so on (Aslami et al., 2021; Sudirman, 2023). There is a need to apply *khiyar al-majlis* (Thinking about whether to buy or not among the parties) in every contract, both in conventional contracts and in electronic contracts. In electronic transactions, the existence and application of *khiyar al-majlis* is not visible to the naked eye because the majlis (parties) are virtual. Therefore, the researcher considered it important to discuss this issue to determine the existence and working procedures of *khiyar al-majlis* in electronic contracts.

Many researchers have conducted studies on *khiyar* from both theoretical and practical aspects. Several studies examine *khiyar* in general in the context of contemporary transactions, such as studying *khiyar* conceptually (Harun, 2020; Novita et al., 2022; Zakiyah et al., 2023), as well as its implementation, such as in the case of buying tickets in online applications (Rahmawati et al., 2023), online buying and selling transactions (Harmoko & Ambarwati, 2022; Lorien et al., 2022), e-commerce (Hafid et al., 2024; Widjaja et al., 2023), as well as its relationship to consumerism (Noor et al., 2013). Meanwhile, studies that specifically highlight the new *khiyar al-majlis* revolve around the views of Islamic legal schools (Rahman et

al., 2017), the analysis of *khiyar al-majlis* in e-payment transactions (Cahyono et al., 2022), as well as traditional transactions (Ashfahany et al., 2023; Azma et al., 2023). Thus far, there has been no study that specifically discusses the existence and mechanisms for implementing *khiyar al-majlis* in electronic contracts. In fact, if this is examined more closely, it will be found that there is the existence and application of *khiyar al-majlis* in electronic contracts, both directly and indirectly. Even though the existence of *khiyar al-majlis* is only legal in electronic contracts, strong legal arguments are needed to explain it based on *Nash's* postulates and logic.

This research sought to complement previous research, by focusing on the existence and mechanisms for implementing *khiyar al-majlis* in electronic contracts, especially e-commerce websites. This study was expected to answer two questions, first, what is the form of *khiyar al-majlis* in contracts with electronic systems. Second, what is the mechanism for implementing *khiyar al-majlis* in electronic contracts, both directly and indirectly. In the end, this study found the form of existence and mechanism for implementing *khiyar al-majlis* in electronic system-based contracts carried out by Muslim communities in Indonesia.

The mechanism for implementing *khiyar al-majlis* in electronic contracts was important for the researcher to discuss. *Khiyar* is part of the perfection of consent which is the essence of a contract (Harun, 2020; Hasanah et al., 2019). Electronic contracts become valid and perfect when the parties who use electronic contract apply *khiyar al-majlis*. It is important to study the existence and implementation mechanism of *khiyar al-majlis* in electronic contracts by considering two things. First, *khiyar al-majlis* is one of the elements of validity and perfection of an electronic contract made by the contracting parties. Second, electronic contracts contribute to coloring the legal discourse that is developing in society, because they not only inform cases, but also shape society's understanding, especially the understanding of Sharia economic law.

## Literature Review

### *Khiyar*

*Khiyar* is another word for ikhtiyar which means choice or option (Khairunnisa, 2023). In terms of terminology, *khiyar al-majlis* is the implementation of the right for each contracting party to continue or cancel the contract as long as both are in the same majlis (party) or one place of transaction, the two have not left the place, or one party chooses the other party to bind the agreement (Murat Ustaoğlu, 2024). *Khiyar*'s existence is to determine the better of two options to continue the sale and purchase contract or vice versa. *Khiyar* is an aspect of consumer protection, and this must be applied in buying and selling transactions (Sri Rejeki, 2022). The main problem is that not all online buying and selling transactions apply to this *khiyar* (Jamilah & Firmansyah, 2019).

Generally, online buying and selling transactions use *khiyar* in the form of *khiyar ru'yah* and *khiyar aib* (Lorien et al., 2022). In online buying and selling transactions, the main reason that *khiyar* must be carried out is the unsynchronization of the transaction carried out with the goods that are the object of the transaction, in addition to the cost of returning the goods which is quite troublesome for the buyer (Rahmawati et al., 2023).

*Khiyar* is a legal protection for economic agents or buyers against defects in the products they will own (Bagheri & Hassan, 2012). *Khiyar* is also meant to strengthen the parties by which sellers and buyers do not act arbitrarily against other parties (Harun, 2020). In its existence, this *khiyar* contains two objectives such as canceling the sale and purchase transaction if a defect is found in the goods, or continuing the sale and purchase transaction if the goods are in good condition. Sale and purchase transactions can be canceled using the *khiyar* system because there is an element of *jahalah* (ignorance) in the condition of the goods (Hasanah et al., 2019).

The choice of continuing or canceling the sale and purchase transaction in the context of the *khiyar al-majlis* shows that its existence becomes a forum for the transacting parties to vote. The meeting place of the seller and buyer is in the event of a transaction that is about to be canceled or continued. The period of

time is when both parties are still there and have not left the place/store. This means that the seller and buyer have time to think about the choice of canceling or continuing the transaction while they are in the store (Hafid et al., 2024).

### **Electronic Contract**

A contract is an agreement between two parties to negotiate the agreed object of both goods and prices (Harjono, 2023). Agreement on the objects become law for each party. The contract of buying goods indicates a purchase agreement at an agreed price. This counter is through what the buyer or seller says in order to obey what they have promised. Agreements or contracts carried out by two parties usually contain tariffs, standard techniques, and special conditions (Nguyen & Vaubourg, 2021).

The execution of a contract can be directly confronted in a face-to-face meeting, but modern transactions are the elements of meeting in the context of connecting sellers and buyers through social media. Social media also help in facilitating the implementation of communication and facilitating the relationship between sale and purchase agreements/contracts (Naiggolan, 2024). The modern period of verbal contracts can be done without face-to-face contact, and can also be helped by the use of applications in transactions.

The Electronic Information and Transaction Law (UU-ITE) Amendment Number 19 of 2016 article 1 paragraph 17 defines that an electronic contract is an agreement between the parties made through an electronic system. This shows that electronic contracts have become positive law that applies in Indonesia (Kesuma, 2018). An electronic contract is an agreement between computer users or electronic services users in cyberspace. Implementation of offers and acceptance via computer networks or online, known as electronic data interchange (Suryono, 2023). Electronic contracts are called click-wrap agreements in the world of information technology (Kesuma, 2018). It is understood that in an electronic contract, the parties receive an offer by "clicking" to reach an agreement, just as in a conventional contract. In simple terms, an electronic contract is a legal act through a computer network or electronic system, such as e-commerce (Shopee, Tokopedia, and others), electronic-based transportation services (Gojek, Grab, and so on), electronic system auction processes (lelang.go.id) that society currently uses (Hidayati et al., 2023).

### **Method**

This research falls under the category of normative legal research, specifically literature or doctrinal research, using a legal principles approach, principles, systematics, and legal synchronization. The researchers used secondary data, including primary legal materials such as the Quran, Sunnah, and Ijtihad. The second category includes secondary legal materials, including classical and contemporary books on Islamic commercial jurisprudence (fiqh muamalah), research results such as theses, dissertations, and journals. The third category includes tertiary legal materials, such as comprehensive Indonesian dictionaries, cumulative indexes, encyclopedias, and internet websites. Secondary data or legal materials were obtained and processed through selective categorization. All of this legal materials were grouped based on criteria that are appropriate to the problem and theme, then analyzed descriptively-analysis and critical analysis. This study aimed at evaluating legal concepts which include legal definitions, norms, principles, and systems. The law of *khiyar al-majlis* was described and analyzed by explanation, study, systematization, interpretation, and evaluation.

The analysis of legal materials is a process of organizing and controlling secondary data into patterns, categories, and basic descriptions in order to obtain answers to the problems studied. The analysis was carried out by the researchers logically, systematically, and normatively in relation to *khiyar al-majlis*. Logic here means understanding the data through the logical principles of deduction and induction. The researchers used the principle of deductive logic which means deducing from general problems and rules to specific problems, situations and conditions, related to *khiyar al-majlis* in electronic contracts. The researchers also described the principle of inductive logic; deducing from specific legal problems of *khiyar al-majlis* in electronic contracts to general problems. Finally, the results of this research can be used as a

guide for interested parties and the general public regarding the existence of *khiyar al-majlis* in electronic contracts.

## Results and Discussion

### The Determination of *Khiyar al-Majlis*

Jurists have different opinions regarding the determination of *Khiyar al-majlis* (the possibility of rescission during the contract session) for two parties involved in a sale when they have not yet left the meeting place and one of the parties has not stipulated *Khiyar* (Rahman et al., 2017). These opinions can be divided into two. The first opinion, the option of *khiyar* applies to each party involved in a sale transaction by canceling the sale as long as they are still in the meeting place. This opinion is part of the Shafi'i school of thought (Al-Dimyathi, 2013; Al-Nawawi, 2017), Hanabilah (Al-Suyuthi, 2003; Dagi, 2015; Qudamah, 2004), Malikiyah (Al-Haththab, 2010), and all the major companions and the followers (tabi'in) (Qudamah, 2004).

The first opinion is supported by the *sunnah*, *atsar* (narrations from the Companions), and logic. First, *sunnah*. They argue with the famous and authentic hadith which means: "From Ibn Umar, may Allah be pleased with him, that the Prophet, peace be upon him, said: 'The two parties, the seller and the buyer, each of them should have the option (*khiyar*) over their client as long as they have not left the place, except in the case of *al-khiyar* (the sale of *khiyar*).'" (Al-Bukhari, 2020). The essence of using the above proof is that this hadith is clear in determining the option of *khiyar* for each contracting party after finalizing the sale contract until they physically leave the session. Therefore, the option of *khiyar* applies to both of them while they are in the contract session and still there.

The intention of *khiyar* here is *khiyar qabul* (the option of acceptance), and there is guidance to it, as the two parties engaged in the sale immediately, not afterwards (Al-Kasani, 2005a; Nujaim, 2013). This argument contradicts the benefit of the hadith, as it is known that the two parties practice *khiyar* before fulfilling the contract, either by leaving it or completing it (Qudamah, 2004). In some narrations, it is stated that if two individuals are about to carry out a sale contract, each of them has the option of *khiyar* (Al-Bukhari, 2020). Thus, for both parties, the option of *khiyar* arises after the sale contract, not before it (Qudamah, 2004).

Second, *atsar*. It was narrated that among those who practiced this hadith were Ali bin Abi Thalib, Ibn Umar, Ibn 'Abbas, Abu Hurairah, Abu Barzah al-Aslami, Abdullah ibn Umar, and Hakim ibn Hazam (Qudamah, 2004). Hadith about *khiyar* in the story of Ibn Umar above, "if one party leaves the other party, *khiyar* does not apply (Al-Bukhari, 2020)". Third, logic. Indeed, in determining the session of *khiyar*, there are benefit and wisdom for the two contracting parties to achieve the required consent of Allah, the Most High (Widjaja et al., 2023). Sometimes, in contracts without inspecting the object of the contract, Islamic law establishes *khiyar* for each party during the contract session so that they can be truly sure of what each party intends, and to ensure that both parties are safeguarded from regret after the contract is made (Al-'Asqalani, 2004; Al-Jauziyyah, 2006).

Imam Ibn al-Qayyim, may Allah have mercy upon him, stated that it is necessary for this perfect Sharia to have wisdom, where the contracting parties have the discretion not to rush, both can reconsider, and each party can rectify and prevent defects from becoming significant or even disappearing (Asari & Zaidah, 2022). Without this wisdom, the law would not be good, and it would not serve the greater good of creation (Al-Jauziyyah, 2006).

The second opinion asserts that a contract becomes customary or binding through offer and acceptance (*ijab* and *qabul*), and neither party has the unilateral right to cancel the contract unless *khiyar* is stipulated before the contract. This opinion is followed by the Hanafi (Al-Kasani, 2005b; Al-Sarkhasi, 2019), Maliki (Al-Haththab, 2010), as well as some companions and followers (tabi'in) (Qudamah, 2004).

The second opinion is based on the Quran, *sunnah*, analogy (*qiyyas*), and reports (*atsar*). First, the Quran. The first verse, the statement of Allah, the Most High, which means: "O you who have believed, fulfill your contracts" (Q.S. al-Maidah/ 5: 1). The essence of the above Quranic proof is that this verse

obliges the community to perform its contracts willingly. If the provision of *khiyar* is not intended for the purpose of fulfillment, it is contrary to the intended meaning of this verse. The discussion regarding this proof is that it is not a rejection of the customary practice of contracts, but rather it is part of the conditions established by Islamic law. Therefore, the commitment to fulfill contracts is a reflection of the completeness of honoring these agreements (Katsir, 2012). The proof from the Quran, in the second verse, is the statement of Allah, the Most High, in Chapter An-Nisa, verse 29, which means: "O you who believe! do not spend each other's wealth unjustly, or send it to the rulers as a bribe, so that they may help you through the deeds of others who are in sin, while you yourselves are innocent". The essence of the above proofs is that Allah, the Most High, permits eating by trading on the basis of mutual consent, without any condition to choose otherwise. This indicates that a contract is valid with offer and acceptance (*ijab* and *qabul*) without *khiyar* unless both parties stipulate it (Al-Kasani, 2005b).

The generality of the above verse is specified by the hadith of the Prophet, peace be upon him, which means: "Two parties engaged in a sale, each of them has the option (*khiyar*) over the other as long as they have not left the place." (Al-Nawawi, 2018) The proof from the Quran, in the third verse, is the statement of Allah, the Most High, in Al-Baqarah, verse 272, which means: "And be witnesses when you trade." The essence of this proof is that when a contract is made, it is necessary to have it witnessed when the sale takes place without specifying the group or setting a time for the choice. However, in the case of the session of *khiyar*, the witness testimony takes place in a location that is not appropriate because the sale has not yet occurred, and they are testifying about something where the contract is not yet binding, and no transaction has been concluded (Al-'Arabi, 2011). When the testimony occurs after the session, not in the proper place due to their separation, according to the Hanafi and Maliki schools, it is recommended (Abidin, 2017).

This proof can be interpreted into two main topics: first, the above verse cannot be used as proof because it does not state that it is obligatory to bear witness to a sale and purchase, as indicated by the apparent meaning of the verse (Al-'Arabi, 2011). Furthermore, the first opinion was the first to dispute it. Second, it cannot be denied that there is a connection between the verse on testimony and the sale and purchase, as well as the establishment of the session of *khiyar*, where the possibility of testimony arises after a genuine willingness and a clear refusal between the two contracting parties, whether during the contract session or afterwards.

If they wish to witness testimony for the sale and purchase, it is possible for the two contracting parties to choose to enter into a binding sale and purchase contract, as the sale and purchase transaction allows for separation or choice.

Second, *sunnah*. They argue based on the basis of the saying of the Prophet, peace be upon him, which means: "Muslims are bound by the conditions they stipulate" (Al-Bukhari, 2020). The essence of this hadith is that two parties entering into a contract are required to sign the contract between them, and both of them must abide by it (Al-Sarkhasi, 2019). The above proof revolves around the fact that this hadith is specified by another hadith, which means: "Two parties engaged in a sale contract should have the option of *khiyar*" (Al-Nawawi, 2018).

Third, analogy (*qiyas*). That a sale and purchase is a compensatory contract or an exchange, therefore, in it, the presence of a session of *khiyar* (right of rescission) is not stipulated in it, unlike in the marriage contract (Al-Sarkhasi, 2019). This proof can be summarized in two main points: first, marriage and divorce are not primarily concerned with property; therefore, they are not affected by the breakdown of an exchange, unlike a sale or purchase (Al-Nawawi, 2018). Second, most marriages do not occur except after seeing, considering, and proposing, so there is no need for *khiyar* thereafter (Taufik, 2023).

Fourth, they argue based on what is narrated from Umar bin Khathab, may Allah be pleased with him, that the Prophet, peace be upon him, said, which means: "Buying and selling is either an agreement or *khiyar*" (Al-Baihaqi, 1994). The essence of this proof can be explained from this narration that there are two types of transactions: those that are binding and those that are not, with *khiyar* being a requirement in the latter. Those who claim the presence of *khiyar* in every contract has deviated from this representation, as *khiyar* excludes customary contracts (Al-Kasani, 2005a; Al-Sarkhasi, 2019).

This proof can be summarized in two main points. First, the weakness of the narrations attributed to Umar bin Khathab, may Allah be pleased with him, where most scholars opine on the weakness of this narration due to the discontinuity between the transmitted narrations (atsar) and Umar bin Khathab, may Allah be pleased with him. Second, actually, the meaning of "*khiyar*" here is that the transaction is divided into two categories: first, a transaction that requires the presence of *khiyar*, and second, a transaction that does not require the presence of *khiyar*. The latter is also referred to as an agreement due to the short duration of *khiyar* within it (Al-Suyuthi, 2003; Muflih, 2009; Qudamah, 2004).

These narrations cannot be used as proof alongside the sayings of the Prophet, peace be upon him, even though Umar bin Khatab, may Allah be pleased with him, narrated the saying of the Prophet, peace be upon him, in reference to his statement, as it is referred to in many issues (Qudamah, 2004). It is also claimed that it cannot be used as hujjah or proof if it contradicts some of the companions, such as Ali bin Abi Thalib, Ibn Umar, Abu Barzah, Hakim ibn Hazam, and others (Qudamah, 2004).

Researchers can draw a clearer and stronger conclusion, based on the explanations provided by various opinions, proofs, and discussions above. The majority opinion of jurists, the companions, and the successors establishes the possibility of revocation (*khiyar al-majlis*) for the contracting parties as long as they are within the contract session and have not yet parted. This is supported by their proof, while the second opinion mentioned above lacks a strong foundation based on authentic Hadith regarding its confirmation and lacks clarity in terms of its proof.

Imam al-Syanqithi stated that there is no doubt that a record, when it fulfills something honestly, is exempt from fanaticism, where the true essence lies in establishing the possibility of revocation (*khiyar al-majlis*). What is meant by parting is the physical separation, not the separation of words or conversation. There is no doubt that perfecting consent includes establishing the option of revocation (*khiyar al-majlis*) (Katsir, 2012).

### ***Khiyar al-Majlis* in Electronic Contracts Conducted in Real-Time**

When a contract is concluded through direct electronic communication, the contract session is defined as the period of direct communication between the two parties engaged in electronic contracting, as previously discussed. *Khiyar al-majlis* in online transactions must be applied even if the parties carrying out the transaction have never met (Lorien et al., 2022). Once the offer (*ijab*) has been made by one party, and the accepting party has agreed to it, the contract is formed between them. This is similar to the means of communication through telephone negotiations and their variations, or through internet websites, or any other direct means that facilitate communication between the two contracting parties.

The contract remains in force between the two parties as long as the communication is not interrupted. Each contracting party has the right to cancel the contract after the issuance of the offer (*ijab*) and acceptance (*qabul*) by both parties during the contract session, according to the majority opinion of the Shafi'i scholars, the Hanbali scholars, the consensus of the companions, and tabi'in (Azma et al., 2023).

Apart from questions that are limited to themselves, how long does the right to cancel a contract continue for parties engaged in electronic contracts, or what is referred to as *khiyar al-majlis*?

In relation to what has been clarified by jurists regarding the termination of *khiyar al-majlis* between two parties present in person, electronic contracts conducted real time are more similar to contracts between two parties who are physically present, as opposed to contracts between two parties who are not physically present and instead communicate through writing or similar means (Dagi, 2015).

According to the researchers, the possibility of revocation (*khiyar al-majlis*) in electronic contracts ends immediately due to one of the following reasons: first, choosing to bind the contract, it means that one chooses to commit to the contract, and in such a case, the option of revocation (*khiyar*) does not apply to both parties (Al-Nawawi, 2017; Al-Syairazi, 2016; Qudamah, 2004). For instance, if one says, "we choose" or "we choose to sign the contract" or "we grant," in this situation, the option of revocation does not apply to both parties, and the contract becomes binding solely through the synchronization of *qabul* (acceptance) with *ijab* (offer).

The option of revocation (*khiyar*) practiced at the beginning of a contract is considered valid according to the opinions of the Hanafi and Hanbali jurists. They base their argument on a Hadith of the Prophet Muhammad (peace be upon him) which states, "Two parties engaged in a sale transaction should have the option of revocation before parting ways, or one party says to the other (I choose/choose)" (Al-Bukhari, 2020).

In electronic contracts, there is no issue with selecting the binding of the contract when initiating a contract through direct electronic communication means, such as both parties honestly agree after reading the contract terms, also referred to as the term pamphlet (Priyono et al., 2019). Inspection of the characteristics of the object, the price associated with it, and then both parties agree to the contract procedure through one of the direct means, without the possibility (*khiyar*) between the two parties.

Second, leaving the location, if the sale and purchase is tied to the leaving of the two parties, then the *khiyar al-majlis* becomes void, as the Prophet said, which means "as the two parties have not yet left".

The reference to the meaning of leaving will go back to the human 'urf or their customs, if they practice a leaving, then it becomes a leaving, because the Creator of the Sharia linked a law to human customs and habits, and He did not explain it in detail in Nash. This shows that He wants it the way people make it or get used to it. Like catching it, holding it, and releasing it.

This provision is related to two contracting parties who are present in the same session, whereas its relevance for two parties contracting through electronic means in the session is purely legal in nature. Therefore, the reference is returned to customary practices or 'urf, where if tradition considers a separation, it is referred to as a separation. In a telephone communication scenario, the conclusion of communication occurs when the conversation is terminated between the two contracting parties, or when one of them terminates the contract, or when the connection between the offer (*ijab*) and acceptance (*qabul*) is established, making the contract customary or binding. Consequently, neither party has the right to unilaterally terminate the contract. Similarly, if their conversation leaves the electronic medium or if one party confirms the offer with acceptance, the contract becomes customary, and *khiyar* (the right of withdrawal) ceases to exist. This separation can either be a legal separation or take the form of a separation due to the physical distance between the two contracting parties. A genuine separation occurs in electronic contracts when both parties leave the contract session after its completion. This is evident in contracts conducted through video calls or electronic means that enable each party to see their client during the contract.

### ***Khiyar al-majlis* in Electronic Contracts is not Immediate**

When two contracting parties use indirect communication media for the contract procedure, such as writing through electronic mail (email), the contract in such a situation is referred to as a contract between two absent parties conducted through writing, in this case, in accordance with specific provisions.

According to the opinions of the jurists in the earlier discussion (Al-Hanafi, 1995; Al-Nawawi, 2018; Al-Ramli, 2017), *khiyar al-majlis* in a contract between two contracting parties who do not communicate through writing commences from the moment when *ijab* (offer) and *qabul* (acceptance) are connected during the session until the arrival of the letter. They do not extend *Khiyar al-majlis* until the letter is delivered to the session or the *qabul* session (Fauziah & Fathimah, 2020). *Khiyar al-majlis* for two parties can retract the *ijab* (offer) or *qabul* (acceptance) as long as the offering party has not issued an electronic document confirming the acceptance on the other side of the *ijab*. The contract session in internet transactions concludes solely by considering the offering party's acceptance. This opinion is not in contradiction to what the jurists require regarding the instant *qabul* (acceptance) being recorded within the contract session. It also points out the disruption of contracts and their instability without it.

Therefore, *khiyar al-majlis* begins from the meeting of *qabul* (acceptance) with *ijab* (offer) during the session until the arrival of the letter, as explained by the jurists, except when the offering party binds themselves to a specific time. Thus, for the receiving party, they can terminate the *qabul* in favor of another session, allowing them the opportunity to contemplate and act, and this is referred to as electronic contracts. As previously explained, electronic contracts are also referred to as the binding of *ijab* and *qabul*

with a specific time. Researchers concluded that *khiyar al-majlis* in electronic contracts indirectly through writing starts from the continuation of the consent and *qabul* in the session to the arrival of electronic letters, or chats with other parties.

## Conclusion

Determining the existence of *khiyar al-majlis* in any electronic contract is very important and is a condition for complete consent as the essence of a contract. It occurs in electronic contracts which are only legal and customary because the parties do not meet face to face, and their locations are different. Therefore, it could not be seen with the naked eye as in conventional contracts in general. The mechanism for implementing it in electronic contracts can be direct or indirect. *Khiyar al-majlis* which is carried out directly in an electronic contract can occur if the parties make a contract by communicating directly and having uninterrupted conversations via telephone, computer, internet, and similar communication facilities. Meanwhile, *khiyar al-majlis* which is carried out indirectly in electronic contracts can occur when the message reaches the parties and occurs via electronic mail (email), chat, and other applications.

## Acknowledgment

The researcher expressed his gratitude to all parties who either directly or indirectly contributed to the preparation and completion of this article. The researchers ask for input on any limitations that may exist in the preparation of this article. It is hoped that future researchers can further refine it.

## Conflict of Interest

The authors declare that they have no conflict of interest.

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