

Reconfiguring Classical Islamic Sales Contracts in the Digital Economy: A *Fiqh Muamalah* Perspective on Emerging Transaction Models

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Abstract: *The rapid proliferation of digital technology has fundamentally transformed the economic transaction ecosystem. Conventional forms of commerce have progressively migrated to digital platforms encompassing marketplaces, e-commerce, financial technology (fintech), and social media, generating legal challenges that demand rigorous examination within the framework of *fiqh muamalah*. This study pursues three interrelated objectives: (1) to comprehensively analyse and classify the forms of sale and purchase recognised in *fiqh muamalah*; (2) to identify how those forms are implemented within the contemporary digital trading ecosystem; and (3) to evaluate the normative relevance and adaptive capacity of *fiqh muamalah* principles in responding to the dynamics of the digital economy. A qualitative descriptive-analytic library research design was adopted. Primary data were drawn from the *Qur'an*, authenticated Prophetic *hadith*, and classical *fiqh muamalah* compendia. Secondary data comprised Scopus- and SINTA-indexed academic journals, Islamic economics textbooks, relevant DSN-MUI fatwas, and regulations issued by Bank Indonesia and the Financial Services Authority (OJK). Data were analysed through systematic content analysis and normative hermeneutics. The findings demonstrate that permitted forms of sale—namely *samsarab*, *ba'i al-mu'ayadah*, *ba'i al-taqsih*, *ba'i al-wafa'*, and *ba'i al-mu'atbah*—can be adaptively operationalised within digital trading platforms. Conversely, practices involving *gharar*, *najasy*, *bai'atrain fi bai'ab*, *bai' al-'inah*, and *ibtikar* remain prohibited, as they generate systemic injustice and consumer harm that is arguably amplified in the digital context. The overarching finding is that *fiqh muamalah* possesses high normative elasticity, sustaining relevance across technological change by anchoring commerce to enduring principles of justice, transparency, and public interest (*maslahah*). The practical implication is the urgent need to strengthen digital *fiqh* literacy among entrepreneurs, consumers, and Islamic economic regulators.*

Abstrak: Pesatnya perkembangan teknologi digital telah secara fundamental mengubah ekosistem transaksi ekonomi. Bentuk-bentuk perdagangan konvensional secara progresif telah bermigrasi ke platform digital yang meliputi pasar online, e-commerce, teknologi keuangan (fintech), dan media sosial, sehingga menimbulkan tantangan hukum yang membutuhkan pemeriksaan yang ketat dalam kerangka *fiqh muamalah*. Studi ini mengejar tiga tujuan yang saling terkait: (1) untuk menganalisis dan mengklasifikasikan secara komprehensif bentuk-bentuk jual beli yang diakui dalam *fiqh muamalah*; (2)

untuk mengidentifikasi bagaimana bentuk-bentuk tersebut diimplementasikan dalam ekosistem perdagangan digital kontemporer; dan (3) untuk mengevaluasi relevansi normatif dan kapasitas adaptif prinsip-prinsip fiqh muamalah dalam menanggapi dinamika ekonomi digital. Desain penelitian pustaka deskriptif-analitik kualitatif diadopsi. Data primer diambil dari Al-Qur'an, hadits Nabi yang sahih, dan kompendium fiqh muamalah klasik. Data sekunder terdiri dari jurnal akademik yang terindeks Scopus dan SINTA, buku teks ekonomi Islam, fatwa DSN-MUI yang relevan, dan peraturan yang dikeluarkan oleh Bank Indonesia dan Otoritas Jasa Keuangan (OJK). Data dianalisis melalui analisis konten sistematis dan hermeneutika normatif. Temuan menunjukkan bahwa bentuk-bentuk penjualan yang diperbolehkan—yaitu samsarah, ba'i al-muzayadah, ba'i al-taqsih, ba'i al-wafa', dan ba'i al-mu'athah—dapat dioperasionalkan secara adaptif dalam platform perdagangan digital. Sebaliknya, praktik yang melibatkan gharar, najasy, bai'atain fi bai'ah, bai' al-'inah, dan ihtikar tetap dilarang, karena menghasilkan ketidakadilan sistemik dan kerugian konsumen yang dapat dikatakan diperkuat dalam konteks digital. Temuan utama adalah bahwa fiqh muamalah memiliki elastisitas normatif yang tinggi, mempertahankan relevansi di tengah perubahan teknologi dengan mengaitkan perdagangan pada prinsip-prinsip keadilan, transparansi, dan kepentingan umum (masalah) yang abadi. Implikasi praktisnya adalah kebutuhan mendesak untuk memperkuat literasi fiqh digital di kalangan pengusaha, konsumen, dan regulator ekonomi Islam.

Keywords: *Fiqh muamalah; Digital trade; Islamic economics; Marketplace; Electronic transactions; Contemporary Islamic law*



Introduction

Commercial exchange constitutes one of the foundational pillars of the Islamic muamalah system. Islam, as a comprehensive and universal religion, regulates not only ritual worship but also the socioeconomic dimensions of human life, providing normative principles that govern transactional mechanisms in accordance with the values of justice, honesty, and public welfare (masalah) (Chapra, 2000). This normative foundation is explicitly enshrined in the Qur'an, Surah Al-Baqarah [2]: 275, which declares the permissibility of trade and the prohibition of riba (usury), and is further reinforced by numerous Prophetic traditions.

With the advent of Industry 4.0, the global economic landscape has undergone fundamental disruption driven by the pervasive penetration of digital technology. The emergence of marketplaces, e-commerce platforms, fintech services, and commercial social media has created a new trading ecosystem that transcends geographical and temporal boundaries (Prasetyo & Sutopo, 2018). Data from the Indonesian Internet Service Providers Association (APJII, 2023) record that internet penetration in Indonesia has reached 78.19%, while e-commerce transaction values are projected to exceed USD 130 billion by 2025, signifying a fundamental shift in consumption behaviour and commercial practices. This rapid expansion brings efficiency and transactional convenience, yet simultaneously generates legal complexities that demand a response from the perspective of fiqh muamalah. Phenomena such as fake reviews that distort consumer decision-making, ambiguous product specifications in digital listings, buy-now-pay-later schemes that risk concealing riba, and panic buying that approximates digital ihtikar

(hoarding) represent tangible challenges confronting contemporary Muslim economic actors (Hidayat, 2021; Yusuf, 2022).

Prior scholarship has addressed the concept of sale and purchase in *fiqh muamalah* primarily through a normative-doctrinal lens, or has examined discrete aspects of digital transactions in isolation. Mustofa (2016) analysed online commerce from an Islamic legal perspective; Ghazali et al. (2018) investigated the concept of *gharar* in Islamic financial transactions; and Alhamdani et al. (2023) examined the implementation of the *khiyar* option within the Shopee marketplace. Nevertheless, a significant research gap persists: the absence of a comprehensive, systematic study that integrates the full spectrum of *fiqh muamalah* commercial forms with contemporary digital economic practices within a single analytical framework.

Responding to this gap, the present study aims to: (1) comprehensively analyse and classify forms of sale and purchase in *fiqh muamalah*; (2) identify implementation patterns of those forms within the modern digital transaction ecosystem; and (3) evaluate the normative relevance and adaptive flexibility of *fiqh muamalah* principles in addressing the dynamics of contemporary digital economic development. The original contribution of this study lies in the development of an integrative analytical framework that bridges classical *fiqh muamalah* scholarship with the realities of digital economic practice, and in the formulation of policy implications for the development of a more equitable Islamic digital economic ecosystem

Literature Review

Foundational Concept of Sale and Purchase in *Fiqh Muamalah*

Etymologically, *al-bay'* (sale and purchase) derives from a root connoting the mutual exchange of one thing for another (*al-mubadalah*). In jurisprudential terminology, *al-bay'* is defined as a contractual exchange of property for property, concluded on the basis of mutual consent (*taradhi*) between the contracting parties, with the aim of transferring ownership lawfully (Zuhaili, 2011). This definition encompasses three essential elements: (a) a reciprocal exchange; (b) the foundation of genuine mutual consent, free from coercion; and (c) the legitimate transfer of proprietary rights.

The legal basis for commercial exchange in Islam derives from authoritative scriptural sources (*nash qath'i*). The Qur'an, in Surah Al-Baqarah [2]: 275, affirms the lawfulness of trade and the prohibition of *riba*. The Prophet Muhammad (peace be upon him), as reported by al-Bazzar, declared that the finest earnings are those generated by a person's own honest labour and by every lawful transaction. Scholarly consensus (*ijma'*) further consolidates the legitimacy of commerce as an instrument for fulfilling the socioeconomic needs of humankind (Ibn Qudamah, *Al-Mughni*, vol. 3).

The validity of a commercial transaction is contingent upon the fulfilment of its essential pillars (*arkan*) and conditions (*shurut*) as stipulated by classical jurists. The pillars of sale comprise: (1) *al-aqidain*, the contracting parties, who must possess full legal capacity (*ahliyyah*); (2) *al-ma'qud 'alaih*, the object of the contract, which must be pure, beneficial, lawfully owned, and deliverable; (3) *al-tsaman*, the price, which must be known and mutually agreed upon; and (4) *shighat*, the offer and acceptance signifying contractual agreement. Non-fulfilment of any pillar or condition renders a transaction either *fasid* (defective) or *batil* (void) (Nawawi, 2018).

Universal Principles of *Fiqh Muamalah*

Imam Nawawi (2018) and al-Zuhaili (2011) identify a set of universal principles constituting the normative foundation of *fiqh muamalah*: (1) the principle of permissibility (*ibahah*), whereby all forms of commercial dealings are presumptively lawful unless explicitly prohibited by authoritative evidence; (2) the principle of mutual consent (*taradhin*), requiring that every transaction be grounded in the genuine free will of both parties; (3) the principle of justice (*'adalah*), mandating the absence of exploitation or oppression in any transaction; (4) the principle of transparency (*bayan*), requiring full disclosure of all material information; and (5) the principle of public welfare (*maslahah*), requiring that transactions generate benefit and prevent harm.

These universal principles are transhistorical and not bound to any particular historical context, endowing them with the capacity to address contemporary economic developments, including the digital era. This is consistent with the juridical maxim that the default position in commercial dealings is permissibility unless prohibited by evidence (*al-ashlu fi al-mu'amalat al-ibahah illa ma dalla al-dalil 'ala tahrimihi*). This maxim creates ample space for *ijtihad*, enabling jurists to analyse novel economic phenomena through a Shari'ah lens (Djazuli, 2019).

The Digital Economy in the Islamic Legal Perspective

The digital economy refers to economic activity premised on digital computing technology as its primary infrastructure, encompassing e-commerce, marketplaces, fintech, and various internet-based platforms (Tapscott, 1995; OECD, 2020). From an Islamic legal standpoint, the digital economy is not intrinsically antithetical to Shari'ah; rather, it constitutes a new, legally neutral medium (*wasilah*). Its legal evaluation depends on the content, mechanisms, and contractual arrangements (*'uqud*) employed within specific transactions (Chapra, 2000).

Indonesia's National Shari'ah Board–Indonesian Council of Ulama (DSN-MUI) has issued several fatwas pertinent to digital transactions, including DSN-MUI Fatwa No. 82 of 2011 on Commodity Trading on the Basis of Shari'ah Principles in Commodity Exchanges, and Fatwa No. 116 of 2017 on Electronic Money in Accordance with Shari'ah Principles. These fatwas demonstrate that Islamic religious authorities have actively engaged with digital economic developments, providing comprehensive legal guidance to practitioners and regulators (DSN-MUI, 2017).

Method

This study adopts a qualitative descriptive-analytic approach employing library research (*studi kepustakaan*) as its primary method (Creswell, 2014; Zed, 2008). This methodological choice is warranted by the normative-doctrinal character of the research object, wherein rigorous analysis of Islamic legal texts and academic literature constitutes the most epistemologically appropriate procedure. Primary data were drawn from the Qur'an, authenticated hadith relating to commercial dealings, and classical fiqh muamalah compendia, including: *Al-Majmu'* by Imam Nawawi, *Al-Mughni* by Ibn Qudamah, *Fiqh al-Islami wa Adillatuhu* by Wahbah al-Zuhaili, and *Bidayat al-Mujtahid* by Ibn Rushd. Secondary data were obtained from: (a) peer-reviewed journals indexed in Scopus, Web of Science, and SINTA 1–2 published between 2015 and 2025; (b) contemporary Islamic economics textbooks; (c) relevant DSN-MUI fatwas; and (d) Bank Indonesia and OJK regulations pertaining to Shari'ah-compliant digital transactions. Data collection proceeded through systematic documentation in three stages: (1) source inventory—identification and cataloguing of relevant sources via academic databases including Google Scholar, DOAJ, Garuda, and the Garba Rujukan Digital Portal; (2) source selection—application of inclusion criteria comprising topical relevance, source credibility, and publication recency (prioritising the last decade); and (3) data extraction—systematic retrieval of relevant information from selected sources using pre-designed coding sheets. Data analysis was conducted through two complementary approaches. First, systematic content analysis was employed to identify, classify, and interpret concepts of sale and purchase in fiqh muamalah texts (Krippendorff, 2018). Second, normative hermeneutics was applied to comprehend the legal meaning and significance of Qur'anic and hadith texts within the context of the contemporary digital economy. The synthesis of these approaches yields an analytical framework capable of bridging classical fiqh scholarship with the realities of digital economic practice (Hallaq, 2009). Data validity was ensured through source triangulation (cross-verification of findings across multiple data sources), theoretical triangulation (analysis of data from diverse theoretical perspectives), and member checking (consultation of interpretations with specialists in fiqh muamalah and Islamic economics).

Results and Discussion

Sale and Purchase in Fiqh Muamalah: Foundations and Classification

Analysis of the principal fiqh muamalah sources reveals that classical jurists developed a comprehensive classificatory system for commercial transactions, organised according to: (a) the nature of the object of exchange; (b) the payment mechanism; (c) the timing of delivery; and (d) legal status (Zuhaili, 2011; Nawawi, 2018). This taxonomic richness reflects the intellectual depth of the Islamic jurisprudential tradition in regulating economic life.

Jurists broadly classify commercial transactions into two major categories: (1) lawful and valid sale (*bai' masyru'*), encompassing transactions that fulfil all essential pillars and conditions and are free from prohibited elements; and (2) prohibited sale (*bai' mamnu'ah*), covering transactions that incorporate haram elements, whether in their object or mechanism. The second category is further subdivided into *batil* transactions (fundamentally contrary to Shari'ah) and *fasid* transactions (defective in specific respects) (Ibn Qudamah, Al-Mughni).

Permitted Forms of Sale and Their Digital Implementations

1. *Samsarah* (Brokerage/Digital Intermediation)

Samsarah denotes the activity of a broker (*simsar*) who connects a seller and a buyer in exchange for a stipulated commission (*ujrah*) (Melina & Saputra, 2022). Its legal legitimacy is reinforced by hadith traditions affirming the permissibility of commissions for honest brokers. Within the contemporary digital economy, the concept of *samsarah* has evolved into the digital marketplace, which serves as a virtual intermediary platform connecting merchants and consumers.

Platforms such as Tokopedia, Shopee, and Lazada functionally fulfil the role of modern *samsarah* by collecting a commission on each successful transaction. From the fiqh perspective, this business model qualifies as valid *samsarah* provided that: (a) the commission is transparent and contractually agreed upon by the merchant; (b) the platform does not manipulate pricing or product information; and (c) no element of deception or ambiguity prejudices either party (Ridwan, 2019). The analytical relevance of this framework is underscored by the Ministry of Cooperatives and SMEs (2022) finding that digital marketplace participation contributed a 20% increase in revenue for Indonesian micro, small, and medium enterprises.

2. *Ba'i al-Muzayadah* (Auction/Digital Bidding)

Ba'i al-muzayadah is a form of sale conducted through an auction mechanism (*mazayadah*) whereby the object is sold to the party submitting the highest bid. Islamic law sanctions this mode of sale provided it is free from *najasy* (artificial bidding to inflate the price) and adheres to the principle of transparency (Maksum et al., 2021). Prophetic hadith endorsing auction practices during the early Islamic period provide the foundational legitimacy for this form.

In the digital context, *ba'i al-muzayadah* manifests in electronic auction platforms such as eBay and in bidding features available within certain marketplace applications. In Indonesia, the Directorate General of State Assets (DJKN) operates a digital auction platform that applies comparable principles. The primary Shari'ah challenge is the prevalence of *shill* bidding – fictitious bids placed by parties affiliated with the seller to artificially drive up prices – which constitutes a form of digital *najasy* explicitly prohibited in Islam (Zaki, 2021).

3. *Ba'i al-Taqsith* (Shari'ah-Compliant Instalment Sale)

Ba'i al-taqsith is a sale in which payment is made through instalments (*taqsith*), with the total price, number of instalments, and repayment schedule mutually agreed upon at the time of contracting (Arafah & Anggraini, 2024). Its permissibility rests on scholarly consensus (*ijma'*) predicated on public welfare considerations. A price differential between a cash sale and an instalment sale (*si'r al-taqsith*) is lawful provided it is not linked to the deferment of payment in the manner of pre-Islamic *riba*.

Digital applications of *ba'i al-taqsith* include: (a) Shari'ah-compliant buy-now-pay-later (BNPL) services offered by Islamic fintech providers; (b) consumer digital financing from Islamic banks; and (c) instalment services structured on a *murabahah* contract offered by Islamic multifinance companies. Nurdyansah and Setyorini (2023) report that Shari'ah-compliant BNPL services recorded annual growth

of 47%, evidencing substantial market demand for Islamically permissible financing instruments. The critical determinants of Shari'ah compliance in this model are price transparency, the absence of *riba*-based late payment penalties, and proportionate compensation clauses (*ta'widh*).

4. *Ba'i al-Wafa' (Sale with Right of Repurchase)*

Ba'i al-wafa' is a transaction in which the seller transfers an asset to the buyer on the understanding that the seller retains the contractual right to repurchase the asset after a stipulated period at a pre-agreed price (Aminarti et al., 2025). The majority of Hanafi jurists and certain Maliki scholars regard this transaction as valid, although caution is warranted to ensure it does not constitute a *hilah* (legal stratagem) for the concealment of *riba*.

In the digital arena, *ba'i al-wafa'* finds application in Shari'ah-compliant digital pawnbroking services offered by Pegadaian Syariah and certain fintech platforms. Digital assets such as Non-Fungible Tokens (NFTs) and cryptocurrencies that satisfy the criteria of *maal* (lawful property) may also serve as objects of digital *ba'i al-wafa'*, though this requires further in-depth *fiqh* scrutiny given the significant speculative elements inherent in such instruments (Setiawan & Priyono, 2023).

5. *Ba'i al-Mu'athah (Conduct-Based Transactions)*

Ba'i al-mu'athah is a form of sale concluded without a verbal offer and acceptance (*ijab-qabul*), the contract being formed instead through the mutual conduct of exchanging goods and payment (Azqia, 2022). The legal validity of this transaction type is supported by the position of the majority of jurists (*jumhur*), who hold that contractual consent may be expressed through conduct rather than words alone.

This concept has direct relevance to a wide range of modern digital transactions in which no verbal communication occurs between the seller and buyer. Mechanisms such as click-to-buy, add-to-cart, and automated checkout on e-commerce platforms are essentially forms of digital *mu'athah*. The consumer's action in clicking 'Buy Now' and the platform's or seller's corresponding 'Confirm Order' action are functionally equivalent to the offer and acceptance in a broader interpretive sense (Hidayat, 2021). The preponderant view among contemporary jurists endorses the validity of such transactions provided they are grounded in genuine consent and are free from deceptive elements.

Prohibited Forms of Sale: A Contemporary Analysis

1. *Gharar in the Digital Ecosystem*

Gharar is technically defined as substantial uncertainty or ambiguity in a transaction—relating to the existence of the object, its quality, quantity, price, or the mechanism of delivery—that may give rise to disputes between the contracting parties (Azzahra & Alma, 2024). Shaykh Ibn Taymiyyah, in *Majmu' al-Fatawa*, defines *gharar* as that whose consequence is unknown.

Manifestations of *gharar* in digital transactions are both more complex and more diverse than in conventional commerce. Literary analysis identifies at least five prevalent forms of digital *gharar*: (1) inaccurate or misleading product descriptions; (2) product photographs that misrepresent the actual condition of the goods; (3) undisclosed costs such as shipping fees, taxes, or platform charges; (4) pre-order arrangements without guaranteed availability; and (5) algorithmically determined pricing that is opaque to consumers (Nurhikmah & Madani, 2025). Each form constitutes a violation of the principle of transparency (*bay'an*), which is a foundational pillar of *fiqh mu'amalah*.

2. *Najasy: Digital Market Manipulation*

Najasy refers to the artificial inflation of a commodity's price or the fabrication of spurious demand in order to influence a buyer's decision, without any genuine intention to purchase (Zaki, 2021). This practice is explicitly prohibited by Prophetic hadith narrated by Imam al-Bukhari. In conventional economics, an analogous practice is known as market manipulation, which is equally prohibited under capital market regulations.

The digital economy provides a more sophisticated medium for *najasy* practices. The phenomenon of fake reviews—fictitious product endorsements generated en masse to artificially enhance perceived credibility—represents the most prevalent form of digital *najasy*. Lappas et al. (2016) estimate that approximately 15–30% of product reviews on major e-commerce platforms are fabricated. In Indonesia, the trade in product reviews (review bombing) has prompted marketplace platforms to develop verified-

purchase review systems, which implicitly respond to the need to uphold fiqh muamalah principles in the digital domain.

3. *Bai'atain fi Bai'ah: Compounded Contracts*

Bai'atain fi bai'ah occurs when a single transaction contains two simultaneous contracts without a clear delineation of the parties' choices, creating legal ambiguity that risks incorporating gharar and opening pathways for concealed riba (Ihsani, 2023). The prohibition is grounded in Prophetic hadith forbidding two sales within a single contractual exchange.

In the digital context, the most common manifestation of bai'atain fi bai'ah is forced bundling that combines a sale contract with a lease or insurance contract, without clearly separating the respective prices and mechanisms. Certain subscription-box or flexi-package schemes on e-commerce platforms that compel the purchase of a bundled package without offering individual component options potentially fall within this category. OJK Regulation No. 10/POJK.05/2022 on Digital Financing Services mandates transparency in the separation of cost components within every financing product, directly aligning with the spirit of the prohibition on bai'atain fi bai'ah in fiqh muamalah.

4. *Bai' al-'Inah: Digital Riba Engineering*

Bai' al-'inah is a transaction scheme in which a person sells an asset on credit to a buyer and subsequently repurchases the same asset in cash at a lower price than the credit price. The majority of scholars—with the exception of the Shafi'i school—regard this as a hilah (legal stratagem) designed to make riba lawful, and accordingly deem it impermissible (Nurhikmah & Madani, 2025).

Within the digital financial ecosystem, bai' al-'inah risks arising in peer-to-peer fintech lending mechanisms that deploy an asset as an instrument to disguise interest-bearing loans as sale contracts. Certain digital asset investment platforms have also been reported to employ analogous schemes. DSN-MUI, through multiple fatwas, has affirmed the prohibition of this mechanism in Islamic financial products in Indonesia, recommending instead the use of murabahah bi tsaman ajil or ijarah muntahia bittamlik as Shari'ah-compliant alternatives (DSN-MUI, 2020).

5. *Ihtikar: Monopolistic Hoarding and Digital Panic Buying*

Ihtikar denotes the deliberate withholding and stockpiling of essential commodities with the intention of selling them at inflated prices during periods of scarcity, thereby extracting excessive profit. This practice is prohibited by Prophetic hadith—reported by Imam Ahmad—which declares that whoever withholds a commodity for forty days seeking a price increase has disavowed himself of Allah, and Allah has disavowed Himself of him (Muslim, 2010).

The digital era has, paradoxically, intensified the potential for ihtikar through two principal phenomena. First, algorithmic hoarding—the deployment of automated bots to bulk-purchase available stock on e-commerce platforms before ordinary consumers can access it, followed by resale at premium prices on secondary platforms. Second, social-media-driven panic buying, in which viral disinformation triggers collective purchasing behaviour that creates artificial scarcity. Both phenomena not only violate the ihtikar prohibition in fiqh but also contravene Article 29 of Law No. 7 of 2014 on Trade, which prohibits the hoarding of essential commodities.

Comparative Matrix: Forms of Sale and Digital Implementation

Table 1 below provides a comprehensive matrix of the forms of sale and purchase recognised in fiqh muamalah, together with their manifestations within the modern digital context.

Form of Sale	Legal Status	Key Characteristics	Digital Implementation
Samsarah	Permitted	Brokerage mediating buyer and seller for a commission	Digital marketplaces: Tokopedia, Shopee, Lazada
Ba'i al-Muzayadah	Permitted	Auction sold to the highest bidder in a transparent process	Online auction platforms; bid features in e-commerce

Form of Sale	Legal Status	Key Characteristics	Digital Implementation
Ba'i al-Taqsith	Permitted	Instalment sale with clearly agreed price, number, and schedule	Shari'ah-compliant BNPL; Islamic bank digital financing
Ba'i al-Wafa'	Permitted	Seller retains contractual right to repurchase within an agreed term	Islamic digital pawnbroking (Pegadaian Syariah)
Ba'i al-Mu'athah	Permitted	Concluded by conduct rather than verbal offer and acceptance	Click-to-buy, automated checkout, self-service kiosks
Gharar	Prohibited	Excessive ambiguity in object, price, or delivery mechanism	Misleading product descriptions; opaque algorithmic pricing
Najasy	Prohibited	Artificial demand or shill bids to manipulate buyer decisions	Fake reviews; review bombing; fake ratings on marketplaces
Bai'atain fi Bai'ah	Prohibited	Two contracts combined in one transaction without clear delineation	Forced bundling that obscures riba-laden components
Bai' al-'Inah	Prohibited	Asset sold on credit then repurchased at a lower cash price	Buy-back manipulation schemes on digital investment platforms
Ihtikar	Prohibited	Hoarding essential goods to exploit price increases for excessive gain	Algorithmic hoarding via bots; social-media-induced panic buying

Table 1. Comparative Matrix of Fiqh Muamalah Sale Forms and Digital Implementations

Normative Relevance and Adaptive Elasticity of Fiqh Muamalah in the Digital Economy

The comprehensive analysis conducted in this study establishes that fiqh muamalah possesses a high degree of normative elasticity in responding to shifts in the economic ecosystem. This elasticity is attributable to several structural factors. First, the principle of *ibahah* (presumptive permissibility) creates a positive presumption in favour of economic innovation, unless contravened by explicit Shari'ah evidence. Second, the framework of *maqashid al-Shari'ah* (the higher objectives of Islamic law) functions as a meta-framework guiding contemporary *ijtihad*, enabling jurists to evaluate novel phenomena from the comprehensive perspective of public welfare (Al-Ghazali, Al-Mustashfa). Third, the institution of collective *ijtihad* (*ijtihad jama'i*) through bodies such as DSN-MUI, the OIC Fiqh Academy, and AAOIFI provides institutional legitimacy for contemporary legal opinions.

This finding corroborates Chapra's (2000) position that Islam does not merely furnish a set of prohibitions, but offers an affirmative value framework for constructing a just and sustainable economic system. In the digital context, this value framework materialises in three principal pillars: (a) consumer protection through enforcement of the transparency principle and prohibition of *gharar*; (b) fair competition through enforcement of the prohibitions on *najasy* and *ihtikar*; and (c) inclusive financial access through the development of innovative, Shari'ah-compliant *ba'i al-taqsith* and *ba'i al-wafa'* instruments (Huda et al., 2020).

Notwithstanding these strengths, this study also identifies several systemic challenges to the implementation of fiqh muamalah in the digital era. First, disparities in digital and fiqh literacy within the general population generate vulnerability to non-Shari'ah-compliant practices. Second, the pace of

financial technology innovation frequently outstrips the responsive capacity of religious jurisprudence, producing legal grey areas that are susceptible to exploitation. Third, the blurred jurisdictional boundaries inherent in cross-border digital transactions create complex challenges for the enforcement of Shari'ah standards. Addressing these challenges requires collaborative engagement among scholars, academics, regulators, and industry participants (Setiawan & Priyono, 2023; Yusuf, 2022).

Conclusion

This study has comprehensively analysed the forms of sale and purchase in *fiqh muamalah* and their relevance to modern digital economic transactions. Four principal conclusions are drawn. First, *fiqh muamalah* possesses a rich and structurally coherent classificatory system for commercial transactions, encompassing both permitted and prohibited forms, grounded in authoritative normative sources from the Qur'an, hadith, and scholarly consensus. Second, permitted forms of sale—including *samsarah*, *ba'i al-muzayadah*, *ba'i al-taqsih*, *ba'i al-wafa'*, and *ba'i al-mu'athah*—are demonstrably applicable, in an adaptive manner, across a variety of contemporary digital platforms and transactional mechanisms, without compromising Shari'ah principles. Third, practices incorporating elements of *gharar*, *najasy*, *bai'atain fi bai'ah*, *bai' al-'inah*, and *ihtikar* remain prohibited in the digital context, and may in fact carry greater potential for harm given the massively amplified reach and velocity of the digital environment. Fourth, *fiqh muamalah* possesses high normative elasticity, sustained by the *ibahah* principle, the *maqashid al-Shari'ah* framework, and the mechanism of collective *ijtihad*, enabling it to retain enduring relevance in the face of technological economic development. The theoretical implication of this study is the provision of an integrative analytical framework connecting classical *fiqh muamalah* scholarship with contemporary digital economics, thereby enriching the discourse of Islamic economic science. The practical implications include: (1) the need for systematic digital *fiqh* literacy programmes targeting entrepreneurs, consumers, and regulators; (2) the urgency of developing comprehensive Shari'ah compliance standards for marketplace and fintech platforms; and (3) the importance of strengthening coordination between religious authorities (DSN-MUI) and financial regulators (OJK, Bank Indonesia) in responding proactively and evidence-based to digital economic innovations. Future research is encouraged to pursue empirical investigations—employing survey-based or case study designs—on specific digital platforms, in order to obtain a more concrete assessment of Shari'ah compliance in actual practice. Cross-national comparative studies involving Indonesia, Malaysia, and Gulf Cooperation Council countries may also yield broader insights into how different jurisdictions address the challenge of harmonising *fiqh muamalah* with the digital economy.

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Conflict of Interest

The authors declare no conflict of interest.

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