



Legal Analysis of Online Sales Transactions from the Perspective of Sharia Economic Law: Validity, Legitimacy, and Implementation Challenges

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Abstract: The development of information technology in Indonesia has encouraged an increase in sales transactions through e-commerce, which offers convenience but also poses new challenges related to contract clarity, legal certainty, and transaction risks. This study uses a normative juridical method by examining the Qur'an, Hadith, national regulations, and Fatwa DSN-MUI No. 146 of 2021 to assess the validity of electronic transactions according to Islamic law. The study focuses on the fulfillment of the pillars and requirements of buying and selling, information transparency, consumer protection, and the conformity of payment and delivery mechanisms with sharia principles. The results of this study are expected to contribute to the development of literature and recommendations for strengthening sharia-based digital transaction regulations.

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Introduction

The development of information and communication technology has brought significant changes in various aspects of human life, including in the field of economics and trade transactions. The digital revolution, marked by advances in the internet, the use of smartphones, and the emergence of various digital platforms, has created new transaction models that are faster, more practical, and more efficient. One of the most prominent innovations in the last two decades is the emergence of online buying and selling transactions, better known as e-commerce. The presence of e-commerce not only facilitates interactions between sellers and buyers across regions, but also opens up opportunities for businesses to reach a wider market without having to own a physical store. This change has ultimately led to the formation of a new digital-based economic system, and e-commerce has become an important part of the global economic dynamic (Adi, 2021).

In Indonesia, the development of e-commerce has experienced rapid growth in line with the increasing penetration of the internet and the use of digital devices. According to a report by the Indonesian Internet Service Providers Association (APJII), the number of e-commerce users increased from 38.72 million in 2020 to 58.63 million in 2023. This surge indicates the public's increasing dependence on digital transactions and a shift in consumption patterns that are increasingly oriented towards the use of technology to meet daily needs. The ease of accessing goods, competitive prices, and increasingly practical payment and delivery systems are the main factors driving the popularity of online transactions among the public. However, this growth has not been accompanied by adequate regulatory readiness and public understanding of the law. According to a report by CNBC Indonesia, the Ministry of Trade (Kemendag) has recorded a significant increase in the number of consumer complaints, the majority of which originate from e-commerce transactions. From 2022 to March 2025, there were 20,942 complaints, with more than 92% (19,428 cases) directly related to online trading transactions. These findings show that technological developments are not always in line with the security and legal certainty that should protect users of digital trading systems. In fact, the increase in the number of complaints can be an indicator that the e-commerce ecosystem in Indonesia still faces various fundamental problems that need to be addressed seriously.

From the perspective of Sharia Economic Law, buying and selling is part of muamalah, which is regulated in detail in the Qur'an, Hadith, and the opinions of scholars. The basic principles that must be upheld in every transaction are fairness, honesty, transparency of information, the permissibility of the object of the transaction, and the prohibition of harmful elements such as gharar, tadlis (deception), maisir (speculation), and riba. Therefore, it is important to examine the extent to which online sales transactions have complied with these Sharia principles.(Agustina, 2019)

According to Zainul and Wahyuni (2020), online buying and selling is not physical and often does not present the object of the transaction directly when the contract is made. This model can be justified in terms of sharia as long as it fulfills the elements of clarity of goods, the willingness of both parties, and agreement on the time and mechanism of delivery. This form of transaction can be classified as a salam, istisna', or muajjal contract, depending on the time of payment and delivery of the goods.

However, in reality, online buying and selling practices still leave various issues that can undermine the validity of the contract and harm consumers. Goods mismatches, fraud, and consumer rights violations are evidence that digital transaction mechanisms do not yet fully comply with sharia principles or ideal legal protection (Averina & Widagda, 2021).

Meanwhile, Indonesian positive law also provides a basis for protection for digital transaction participants. Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE Law), Law Number 8 of 1999 concerning Consumer Protection, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions serve as the main legal umbrella that guarantees legal certainty, data security, dispute resolution mechanisms, and protection of consumer rights. Thus, positive law plays an important role in ensuring that digital trading activities are carried out safely, responsibly, and without harming any party.



The integration of the two legal systems—Sharia and Indonesian positive law—is essential to create a digital transaction environment that is not only safe in terms of regulations, but also ethical and in accordance with Islamic values. This is in line with Indonesia's status as the country with the largest Muslim population in the world, which requires a legal system that is responsive to technological developments, while upholding the values of justice, benefit, and ethics in economic transactions.

Research Methods

The research method used in this study is the doctrinal-normative method. This approach was chosen because the main focus of the research is on the analysis and evaluation of legal norms governing online sales transactions. We did not conduct field surveys or interviews, but instead focused on textual authorities, namely relevant literature and legal documents, both from Sharia and Indonesian positive law sources.

The primary data in this study is sourced from the main Sharia texts, namely the Qur'an and Hadith, which provide the philosophical and ethical basis for all muamalah activities. We specifically refer to Surah Al-Baqarah verse 275, which affirms the permissibility of buying and selling and the prohibition of usury, and Surah An-Nisa verse 29, which emphasizes the necessity of transactions based on mutual consent (tarāđin) without any element of deception (tadlis). In addition, we use secondary data in the form of Indonesian laws and regulations, such as the ITE Law, the Consumer Protection Law, and Government Regulations related to electronic systems and transactions. Another crucial source is the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), specifically Fatwa No. 146 of 2021 concerning Online Shops Based on Sharia Principles, which serves as a guideline for the implementation of muamalah fiqh principles in the context of modern digital transactions.

All collected data, whether in the form of sacred texts, state regulations, or contemporary fatwas, were then analyzed qualitatively using a normative approach. This analysis aims to examine the validity, legitimacy, and challenges of implementing online buying and selling practices based on the pillars, requirements, and prohibitions of Sharia law. This normative approach allows us to describe and evaluate the extent to which current e-commerce mechanisms have met Islamic ethical standards, particularly those related to the prohibitions of gharar (uncertainty), tadlis (deception), and riba (usury). In the final stage, this study maps the comparison between Islamic legal principles and the reality of online buying and selling implementation in society, so that an ideal legal and regulatory framework that is in accordance with the principles of sharia economic law can be formulated.

Results and Discussion

Results of Online Trading Practices Reviewed from the Principles of Sharia Economic Law, Particularly Related to the Pillars, Requirements, and Prohibitions in Contracts

The implementation of online buying and selling practices can basically be considered valid according to the principles of Islamic economic law as long as it meets the provisions of the pillars, requirements, and prohibitions stipulated in muamalah fiqh. Normatively, the legal basis for buying and selling is found in the Qur'an, Surah An-Nisā':29, which emphasizes that transactions must be carried out on the basis of mutual consent (tarāđin) and Surah Al-



Baqarah:275, which legalizes buying and selling and prohibits usury. The Prophet's hadith also emphasizes the importance of clarity (bayān) and the prohibition of deception (tadlīs), as he said: "It is not lawful to sell something that contains gharar" (HR. Muslim). This normative basis is then reinforced by fiqh rules such as al-ashlu fil mu'amalāt al-ibāhah (the original law of muamalah is permissible) and lā darar wa lā ḏirār (it is not permissible to give or receive harm). Based on these legal principles, online transactions fall under the category of mu'āwadħah (exchange) contracts and are permissible as long as they do not contain any prohibited elements. From the perspective of contract theory, the main pillars of a sale must still be fulfilled, namely the existence of the contracting parties ('āqidān), the object of the contract (ma'qūd 'alaih), and the offer and acceptance (ṣīghat). In online transactions, classical madhab imams such as Imam Shafi'i and Hanafi allow non-verbal ijāb kabul as long as it indicates a clear agreement, so that clicking "checkout," "buy now," or payment confirmation can be considered a form of modern ᷣīghat contract because it reflects explicit consent.

Regarding the object of the contract, the theory of clarity of the object (ta'yīn) and the prohibition of gharar require that goods sold online have adequate specific descriptions. Contemporary scholars, including Majma' al-Fiqh al-Islāmī, emphasize that digital photos, videos, and specification descriptions can replace physical inspection as long as they are accurate and not deceptive. This principle relates to the prohibition of tadlīs (concealing defects) and najasy (speculation to inflate prices), which often arise in the practice of false testimonials, manipulative reviews, or price games by sellers. Payment through digital platforms is also permitted as long as it does not involve usury. If the buyer uses a credit card and is late in paying, resulting in interest charges, then the element of usury may arise; therefore, such contracts should be avoided or replaced with sharia payment schemes such as murabahah or qardh without interest. From the perspective of khiyar theory, the buyer's right to cancel the transaction if the goods are not as described is a modern manifestation of khiyar al-'aib or khiyar al-ru'yah, and the return or refund feature on the marketplace is a means of implementing it. This is in line with the objectives of sharia (maqāṣid al-syārī'ah) in protecting property (ḥifz al-māl) and preventing unreasonable losses.

In the mechanism of pre-orders or orders for goods that are not yet available, Sharia prohibits the sale and purchase of goods that are not owned (bai' al-ma'dūm), except through salam or istisnā' contracts recognized by scholars. Salam contracts are permitted on the condition that payment is made in advance, the specifications of the goods are clear, and the time of delivery is certain. This provision is highly relevant to current e-commerce practices where buyers often pay in advance before the goods are available. The existence of receipts, logistics tracking systems, and goods security guarantees are forms of qabd ḥukmī (legal control) recognized by some modern scholars. In addition, the theory of maslahah mursalah also supports the validity of online buying and selling because it provides convenience, efficiency, and broader economic access as long as it does not conflict with the text. These principles are also in line with DSN-MUI Fatwas, such as Fatwa No. 112/DSN-MUI/2017 concerning Online Sales Contracts, which confirms that e-commerce transactions are basically halal as long as they fulfill the pillars, requirements, and are free from usury, gharar, and fraud.

Thus, theoretically and legally-sharia, online buying and selling practices can be declared valid and in accordance with sharia economic law if all the pillars of the contract are



fulfilled, the conditions for a valid transaction are maintained, and sharia prohibitions are avoided. The internet is only a new medium that does not change the essence of sharia contracts. As long as the contract is conducted transparently, honestly, fairly, and with consideration for the common good, online buying and selling is in line with Sharia values and can serve as a modern economic instrument that remains based on Islamic ethics.

Sharia Legal Basis as a Reference in Determining the Validity and Legality of Online Sales Transactions, and How It Is Applied in the Context of Digital Business Regulations in Indonesia

When discussing legal basis, we must look for the reasons why the regulations were formulated. When discussing the Sharia legal basis underlying the validity and legality of online sales transactions, we will discuss the verses of the Qur'an and Hadith that form the basis for the validity and legality of online sales. Some of the Sharia legal bases that can be provided are:

QS. Al-Baqarah verse 275 concerning the permissibility of buying and selling and the prohibition of usury.

الَّذِينَ يَأْكُلُونَ الْرِّبَا لَا يُؤْمِنُونَ إِلَّا كَمَا يَأْكُلُ الْذِي يَتَحَبَّطُهُ الشَّيْطَانُ مِنَ الْمُنْكَرِ "That is because they say, "Trade is like usury," but Allah has permitted trade and forbidden usury. So whoever comes to him with a reminder from his Lord, then let him stop, and he shall have what he has already taken, and the matter is with Allah. But whoever returns to it, then those are the companions of the Fire,

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"Those who consume (transact with) usury cannot stand, except like one whom Satan has prostrated by his touch. That is because they say, 'Trade is like usury.' But Allah has permitted trade and forbidden usury. Whoever receives a warning from his Lord (regarding usury) and then stops, what he has already earned is his, and his case is with Allah. But whoever returns to it—those are the inhabitants of the Fire. They will abide therein forever."

This verse affirms that buying and selling is lawful and permitted in Islam as long as it does not involve usury or fraud, and the verse emphasizes that buying and selling and usury are different, and even those who practice usury are likened to standing unsteadily because they are possessed by Satan, because basically buying and selling is one of the ways of seeking sustenance that is very often mentioned in the Qur'an and was one of the livelihoods of the Prophet Muhammad SAW and his companions.

QS. An-Nisa verse 29 emphasizes that transactions must occur willingly without deception.

O you who believe, do not consume one another's wealth unjustly, except that it may be traded. "Do not kill yourselves. Indeed, Allah is ever Merciful to you."

"O you who believe, do not consume one another's wealth unjustly, except in a manner that is mutually agreed upon. Do not kill yourselves. Indeed, Allah is Most Merciful to you."

This verse emphasizes that transactions must be conducted on a mutual basis and with the consent of both parties. Article 1320 of the Civil Code stipulates that a valid sale and purchase agreement must be based on mutual consent, thus legitimizing the above verse.



Furthermore, there are existing regulations in Indonesia based on the above verses, one of which is Fatwa DSN-MUI No. 146 of 2021 concerning Online Shops Based on Sharia Principles:

1. Sales Agreement Format (Articles 1-4)

- The format of the sale and purchase agreement must be stated explicitly and clearly and understood by the parties concerned.
- Ijab (sign of delivery of goods) occurs when the merchant offers and markets goods and/or services.
- Qabul (sign of acceptance of goods) occurs when the customer declares the purchase of goods and/or services offered (checkout).
- Ijab qabul (transfer of goods) is carried out in a single contract meeting through the means available on the online shop platform, such as pressing the "order accepted" feature in the application as a sign of a valid contract.

2. Prohibitions in Offering Goods (Article 5)

Merchants offering goods to customers must not engage in actions that violate sharia law, namely tadlis (inaccurate description of goods), tanajusy/najisy (exaggeration in describing the advantages of goods), and ghisisy (false testimonials).

3. Product and Price Information (Article 6)

When offering goods, merchants must clearly explain the criteria of the goods being sold, the price (tsaman) clearly, shipping costs (if any), and the estimated delivery time transparently.

Fatwa DSN-MUI No. 146/2021 regulates in detail the procedures for online buying and selling in accordance with sharia, ensuring that contracts are carried out legally and transparently, buying and selling practices are free from fraud and ambiguity, and buying and selling transactions must meet halal requirements and be free from usury. This fatwa is based on verses from the Qur'an and hadiths that guide the principles of muamalah in Islam. This fatwa was issued on December 22, 2021, to serve as a guideline for the public to conduct online sales and purchases in accordance with Islamic sharia, especially to ensure that contracts and transactions are carried out honestly, fairly, and transparently without usury, fraud, and other haram elements.

However, despite what is normatively desired, several implementation challenges exist: First, it is difficult to ensure and guarantee product quality online. There are many online buying and selling platforms that sell goods and food, but the quality of these products is difficult to ascertain, as it can only be seen through the seller's description and ratings from consumers who have purchased the product, which are usually filled in with stars from 1 to 5 and customers describing the quality of the product, but individual assessments will certainly differ from one another. Some give positive responses based on their preferences, and these preferences are bound to differ from one another. Furthermore, many online stores on these platforms do not provide descriptions of the products they sell, which often confuses customers when making purchases and makes it seem like they are gambling on the quality of the product.



Second, the risk of haram practices such as fraud, counterfeit goods, tadlis, and gharar, which are difficult to control in marketplaces. The sale of counterfeit or imitation goods is a major problem on many online platforms. From a Sharia perspective, this practice can include tadlis (deception, concealment of information), gharar, and violations of adl (justice) and sidq (honesty). Controlling sellers and verifying products on digital platforms is difficult to do comprehensively, especially when the marketplace is large. Without a reliable and transparent certification/verification mechanism, claims of "halal," "authentic," or "Sharia compliant" can be mere marketing labels, thereby undermining the integrity of Sharia transactions. The risk of online transactions not being truly halal or Sharia halal means that Muslim consumers may unknowingly engage in transactions that are contrary to religious principles. Trust in "sharia" marketplaces may decline if there are many cases of fraud, counterfeit products, or unclear contracts. Sharia businesses (MSMEs) may find it difficult to penetrate the digital market due to a lack of understanding or infrastructure to maintain sharia compliance. Potential legal or ethical conflicts: between national law (e-commerce regulations) and sharia law, which is normative or religious in nature—if the regulations are not synchronized.

Riba and conventional payment methods, installment payment models with interest or additional fees that do not comply with sharia principles are also an obstacle. If buyers are late in paying their credit cards or e-wallets that charge interest, this could constitute riba, which is prohibited in Islam. This requires a sharia-compliant payment scheme to ensure that transactions remain halal. Lack of Regulatory Synchronization and Oversight: Conflicts between secular national legal regulations and normative Sharia law principles can create legal and ethical loopholes. The lack of comprehensive oversight across various platforms allows fraudulent practices such as najasy (influencing false prices) and maisir (speculative promotions) to occur, which undermine the values of fairness and benefit in transactions.

Limited Digital Literacy and Infrastructure: Many micro and small businesses do not yet have a deep understanding of Sharia principles in digital transactions. Coupled with limited digital infrastructure to support the verification of halal and safe products, the implementation of Sharia-compliant online buying and selling is still far from ideal.

Conclusion and Recommendation

The practice of online buying and selling transactions from the perspective of sharia business and economic law is declared valid as long as it fulfills the pillars, requirements, and is free from the elements of prohibited contracts in muamalah fiqh. Online buying and selling is a modern form of mu'awadhab contract that does not change the essence of sharia buying and selling, only differing in the medium of implementation through a digital system. The normative basis refers to the Qur'an, such as QS. Al-Baqarah: 275 concerning the permissibility of buying and selling and the prohibition of usury, as well as QS. An-Nisa: 29 concerning the willingness of the contracting parties. The Hadith of the Prophet also emphasizes the prohibition of gharar and fraud, so that clarity of the contract, object, and agreement are absolute requirements. In practice, the pillars of the contract, such as the transacting parties, the object, and the ijab qabul (offer and acceptance), must still be fulfilled. The ijab qabul can be done non-verbally through a click of approval or a notification of receipt of goods on a digital platform, as long as it shows



the explicit willingness of both parties. The object of the contract must be explained transparently through descriptions, photos, videos, and other information to avoid gharar.

In addition, online transactions must be free from usury, fraud, price manipulation, and haram goods. Digital payments such as bank transfers and e-wallets are permitted as long as they do not contain additional invalid fees. The pre-order feature can use salam or istisna contracts with clear specifications for the goods, payment, and delivery time. National regulations through DSN-MUI Fatwa No. 146 of 2021 strengthen legal certainty by establishing the validity of digital contracts, the obligation of transparency, and the prohibition of promotional manipulation. However, challenges such as the difficulty of verifying product quality, the prevalence of counterfeit products, the potential for fraud, and weak sharia oversight in marketplaces remain obstacles that require harmonization between national law, sharia fatwas, and technological oversight. Thus, online transactions remain valid and sharia-compliant if conducted based on the principles of justice, transparency, honesty, and prudence, thereby achieving ethical, safe transactions aligned with the objectives of sharia in the modern digital economy.

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