

Sharia Buying and Selling Agreements in the Shadow of Artificial Intelligence: Contemporary Jurisprudence Review

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Abstract: *The rapid integration of artificial intelligence (AI) into Sharia-based economic transactions introduces fundamental challenges to the validity of classical sales contracts, particularly concerning human intention (irādah), mutual consent (tarādī), and the prohibition of uncertainty (gharar). As automated systems increasingly mediate decision-making, traditional fiqh assumptions regarding transparency, agency, and contractual ethics are called into question. This study aims to critically examine the implications of AI-driven transactions for Sharia sales contracts and to formulate a normative reconstruction grounded in fiqh mu'āmalāt. Employing a qualitative normative-analytical and conceptual-critical approach, this study analyzes classical and contemporary Islamic legal thought alongside recent discussions on AI in Sharia economics. The findings reveal that AI operates not merely as a technical tool but as a structural actor that reshapes contractual relations, generating new forms of opacity and asymmetry that may undermine Sharia principles if left unregulated. Consequently, contracts in AI-mediated transactions require reconstruction through contextual ijtihād that emphasizes algorithmic transparency, human oversight, and the safeguarding of maqāṣid al-sharī'ah. This study contributes conceptually by advancing a maqāṣid-oriented framework for evaluating and adapting Sharia contracts in the digital economy, thereby extending the discourse of mu'āmalāt fiqh beyond classical human-centered paradigms toward ethically responsive AI governance.*

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Introduction

The rapid development of information technology, particularly artificial intelligence (AI), has fundamentally transformed economic transactions, shifting them from human-mediated facilitation to autonomous systems capable of determining dynamic prices, predicting consumer behavior, and automatically executing contracts. This transformation has significantly altered the traditional structure of Sharia sales contracts, where humans were positioned as the central legal subjects. In contemporary digital transactions, algorithmic systems increasingly dominate decision-making processes, raising critical questions regarding human agency in contractual relations [DSN-MUI, 2011]. A similar shift is evident in e-commerce and Sharia fintech platforms, where AI-driven efficiency simultaneously generates structural dependence on non-human systems.

Within this autonomous digital ecosystem, algorithms function not merely as recommendation tools but as active agents that shape information flows and power relations. This condition produces new forms of asymmetry that challenge the foundational assumptions of classical Islamic jurisprudence (fiqh), which presupposes transparency, mutual knowledge, and balanced consent between contracting parties. Contemporary discussions on smart contracts highlight emerging uncertainties related to the clarity of contractual objects and the execution of agreements, yet these studies often remain descriptive or technologically focused without offering a systematic fiqh-based reconstruction [Adinugraha et al., 2025; Hamid, 2022].

A more fundamental problem emerges in assessing the validity of the core pillars of Sharia sale and purchase agreements—namely *irādah* (free will) and *tarādī* (mutual consent)—when AI systems replace or significantly mediate direct human intervention. While existing studies acknowledge the potential risks of automated decision-making, they tend to treat AI as a neutral tool rather than as a normative actor capable of reshaping contractual intent. This gap is critical, as algorithmic opacity and behavioral prediction mechanisms may introduce *gharar* through uncertainty and non-transparent logic, directly conflicting with the prohibition of uncertainty in *mu‘āmalāt fiqh* [Hasan, 2020; Indiharwati, 2025].

Furthermore, the concentration of data control within AI systems intensifies information asymmetry, weakening the principles of justice (*‘adl*) and the protection of vulnerable parties. Legal accountability becomes increasingly ambiguous, dispersed among developers, platforms, and users, yet current fiqh and legal analyses largely address responsibility in fragmented or sectoral terms [Harefa, 2025; Farooq, 2021]. Notably, the lack of algorithmic transparency has not been sufficiently examined as a structural ethical problem within Sharia contract theory, despite its potential to facilitate exploitation and price uncertainty in digital Sharia transactions.

Against this backdrop, a clear research gap emerges: contemporary fiqh literature has yet to offer a comprehensive normative framework that critically reconstructs Sharia sale and purchase contracts in response to AI-driven autonomy. Existing studies predominantly focus on compliance, efficiency, or partial ethical concerns, leaving unresolved the deeper question of how *maqāṣid al-sharī‘ah* can guide the reconfiguration of contractual ethics, agency, and justice in an AI-dominated economy.

Therefore, this study aims to critically examine Sharia sale and purchase agreements in the context of AI through a normative-analytical and conceptual-critical approach, focusing on reconstruction grounded in *maqāṣid al-sharī‘ah* to ensure *maslahat* and justice [Kamali, 2003; Yusuf al-Qaradawi, 2004]. The urgency of this research is heightened by the accelerated digital transformation of global and local trade, while authoritative Sharia guidance—particularly beyond general principles issued by institutions such as DSN-MUI—remains limited in addressing AI as an autonomous contractual actor [DSN-MUI, 2011; Tresna, 2025]. The novelty of this research lies in proposing a

maqāṣid-oriented conceptual reconstruction that responds directly to AI-driven contractual realities, thereby bridging classical mu‘āmalāt fiqh with the ethical challenges of the digital economy.

Research Methods

This research is a qualitative research with a library research type, using a normative-analytical and conceptual-critical approach to examine sharia sale and purchase contracts in the context of artificial intelligence based on the Islamic legal framework. [Sugiyono, 2021] This approach allows for in-depth analysis of primary sharia texts while integrating contemporary perspectives, as applied in modern muamalat fiqh studies. [Creswell & Poth, 2021][DSN-MUI, 2011] The qualitative library method was chosen because the nature of the research focuses on normative interpretations of digital phenomena, in accordance with the principles of Islamic legal research methodology that emphasizes literature studies for contemporary issues. [Emzir, 2022][Sudaryono, 2023]

The research instruments include primary legal materials such as the Qur'an, the Prophet's hadith, and classical and contemporary fiqh books on muamalat fiqh and sale and purchase agreements, while secondary legal materials consist of books, journal articles, DSN-MUI fatwas, and publications related to AI and the digital economy. [Abu Zahra, 2005][Wahbah al-Zuhayli, 2011] Tertiary materials such as dictionaries and encyclopedias are used for terminology clarification, with data collection techniques through systematic documentation studies. [Sugiyono, 2021][Creswell & Poth, 2021] Data analysis techniques involve content analysis and conceptual analysis to compare the pillars of sharia contracts with the characteristics of AI transactions, evaluated through the lens of maqasid al-shariah to assess aspects of justice and benefit. [Emzir, 2022][Sudaryono, 2023]

The research population is all primary and secondary literature on muamalat jurisprudence, sharia sale and purchase agreements, and the implications of AI technology in Islamic economic transactions from the classical to contemporary periods. [Kamali, 2003][Yusuf al-Qaradawi, 2004] The sample was selected purposively, including representative sources such as DSN-MUI fatwa No. 80/2011 on sharia e-commerce, the latest journals on digital gharar, and AI studies in Islamic commercial law relevant to the research title. [Hasan, 2020][Hamid, 2022] This sample selection ensures the depth of analysis without neglecting comprehensive coverage, in accordance with qualitative sampling rules. [Sugiyono, 2021][Creswell & Poth, 2021]

The research procedure was carried out in stages, starting with data collection through searching and categorizing relevant literature from academic databases, followed by content analysis to identify tensions between classical fiqh and algorithmic transactions [Farooq, 2021][AAOIFI, 2017]. The next stage involved conceptual interpretation with a maqasid-oriented approach, ending with an evaluation of the reconstruction of the contract to produce an adaptive framework [Emzir, 2022][Sudaryono, 2023]. This process was carried out iteratively to ensure the coherence and validity of the findings, in line with normative library research procedures. [DSN-MUI, 2011]

Results and Discussion

Basic Concepts of Sale and Purchase Agreements in Mu'āmalāt Jurisprudence

The sale and purchase agreement (akad al-bay') is a fundamental transaction in mu'āmalāt fiqh, a branch of Islamic law that regulates economic interactions such as buying and selling, renting, and financing (Abu Zahra, 2005). Traditionally, this contract is characterized by the main pillars in the form of legal subjects who are rational, mature, independent and responsible; voluntary agreement (tarāḍī); clear objects (bayān) that are lawful and beneficial; agreed price (thaman) without usury; as well as the principle of justice ('adl) for balancing rights and obligations (Wahbah al-Zuhayli, 2011). Contracts must also be free from gharar as significant uncertainty and usury as

illegitimate profits, ensuring the protection of rights, prevention of disputes, and socio-economic stability (Kamali, 2003).

The function of the contract goes beyond legal formalities to become a social regulation that emphasizes direct human interaction, where the will, consent and responsibility are entirely on the perpetrator of the transaction (Yusuf al-Qaradawi, 2004) [DSN-MUI, 2011]. This paradigm guarantees transparency and ethics before the digital era, making contracts a tool for forming a just Islamic society.

Transaction Transformation in the Artificial Intelligence Era

Artificial intelligence (AI) is revolutionizing Sharia transactions through automated decision-making, such as dynamic pricing based on algorithms, historical data, and market predictions, challenging the validity of *thaman* and *tarāḍī* in classical *fiqh* (Hamid, 2022). Instant digital AI execution of payments, deliveries, and settlements in Sharia fintech marketplaces requires digital documentation of *irādah* and *tarāḍī* to ensure the legal subject remains human (Farooq, 2021). Predicting consumer behavior via purchase history and preferences risks *gharar* if data transparency is lacking, making human consent essential for the validity of the contract (Hasan, 2020).

The information asymmetry of AI data management exacerbates injustice and *gharar*, necessitating algorithm audits and disclosure for Sharia compliance (AAOIFI, 2017). Key challenges include the validity of wills when AI dominates, object clarity without human intervention, managing *gharar* from algorithmic complexity, and legal accountability between developers, platforms, and users. A reconstruction of contracts is needed with digital documentation and transparency, aligned with the *maqāṣid al-sharī'ah* (obligatory actions) such as *hifz al-māl* (necessary actions), *hifz al-'adl* (necessary actions), and *hifz al-maslaha* (necessary actions) (DSN-MUI, 2011).

Challenges of Sharia Buying and Selling Contracts in Algorithmic Transactions

Algorithmic transactions in which AI manages decisions and execution challenge classical Islamic jurisprudence principles based on human interaction, particularly the requirement for legal subjects to be rational and possess the necessary will and ability (Abu Zahra, 2005). AI that automatically determines prices or recommendations limits the human role to final confirmation, requiring clear digital approval, such as an electronic signature, for the validity of the contract (Hamid, 2022). Algorithmic transparency is crucial to avoid *gharar* (unclear) arising from hidden logic or market predictions, with solutions such as regular audits, disclosure, and human intervention (Hasan, 2020).

Legal responsibility in classical transactions clearly rests with humans, but algorithmic ones present a dilemma regarding who is responsible for AI losses, as AI is not a legal entity; the burden falls back on the developer or operator, with Sharia regulations for compensation and documentation (Farooq, 2021). The principle of *'adl* is threatened by data asymmetry that benefits algorithm operators and exploits the weak, so Sharia platform design must prioritize fair information distribution, price transparency, and consumer protection (Kamali, 2003). *Fiqh* reconstruction emphasizes the presence of human *irādah*, minimization of *gharar* through audits, clear accountability, and enforcement of *'adl* for technological adaptation (Wahbah al-Zuhayli, 2011).

Maqāṣid al-Sharī'ah Perspective in the Reconstruction of the Covenant

Maqāṣid al-sharī'ah provides a framework for AI digital contract reconstruction, emphasizing *hifz al-māl* through encryption security, transparency of AI decisions, and electronic agreement documentation to protect property and trust (Yusuf al-Qaradawi, 2004). *Hifz al-'adl*

ensures balance with algorithm audits to prevent information asymmetry in favor of AI controllers, as well as digital contract clauses for fair prices and weak party protection (AAOIFI, 2017). Hifz al-maslaha supports the adaptation of contracts for sharia e-commerce and fintech, using efficient AI without violating gharar or usury, for broad social benefits (Kamali, 2003).

Strategic reconstruction includes human control over AI decisions, mandatory audits to minimize gharar, and clear assignment of responsibilities between parties for Sharia-compliant disputes (DSN-MUI, 2011). This approach makes mu'āmalāt fiqh relevant in the digital age, upholding Sharia principles while supporting innovation (Hasan, 2020).

Theoretical and Practical Implications

Adaptive classical jurisprudence via contextual ijtihād reinterprets the pillars of a contract for human-AI transactions, integrating maqāṣid without changing the essence (Abu Zahra, 2005). AI as a structural actor influences prices, risks, and ethics; it demands reconstruction with human control and new gharar (Hamid, 2022a). Practically, Sharia e-commerce regulation requires digital approval, algorithmic audits, and clear responsibilities (DSN-MUI, 2011).

Design of digital contracts adapting tarāḍī, bayān, thaman, 'adl to fintech platforms with risk transparency (Farooq, 2021). Algorithmic audit of gharar values and maqāṣid compliance, ensuring transparent reporting and human intervention (Hasan, 2020). Implications of bridging classical theory with fair digital practice.

Theoretical Implications

Adaptive classical mu'āmalāt fiqh through contextual ijtihād: human consent is the core of the contract despite AI execution; gharar of algorithms; valid digital consent (Kamali, 2003). AI structural actors: price influence, party selection, instant execution; fiqh study of human-AI interaction values, validity of algorithm considerations, expanded responsibility (Farooq, 2021). Implications of ensuring that Sharia law is relevant to the digital era, implementation of fair and valid contracts (Wahbah al-Zuhayli, 2011).

Practical Implications

Sharia e-commerce regulations accommodate AI: algorithms avoid gharar, transparency compliance standards (DSN-MUI, 2011). Digital contract design platform: documented agreements, transparent prices/objects, AI only as executor (Hasan, 2020). Mandatory algorithm audits: gharar/bias values, logical transparency, human intervention (AAOIFI, 2017).

Aspect	Implications
Theoretical	Adaptive fiqh contextual ijtihād; structural actor AI
Practical	E-commerce regulations; digital contract design; mandatory audits

Conclusion

This study found that sharia-compliant sale and purchase contracts can be adaptively reconstructed in the era of artificial intelligence through the maqāṣid al-sharī'ah approach, emphasizing the presence of human irādah and tarāḍī, algorithmic transparency to minimize gharar, and clear legal responsibilities on the part of platform developers and operators (Kamali, 2003; DSN-MUI, 2011). The main findings emphasize the tension between classical human-interaction-based fiqh and algorithmic transactions, but contemporary mu'āmalāt fiqh is able to bridge through contextual ijtihād, ensuring

justice ('adl), protection of property (hifz al-māl), and public welfare (hifz al-maslaha). Practical implications include the design of sharia-compliant e-commerce regulations with mandatory algorithmic audits and transparent digital approvals, supporting ethical fintech platforms.

However, the study's limitations lie in its normative literature approach, which has not yet empirically tested real-world AI transactions in Indonesia. Therefore, generalizability of the findings requires field validation. Suggestions for further research include comparative case studies of DSN-MUI fatwas with global practices, analysis of the impact of generative AI on dynamic gharar, and development of a simulation-based hybrid human-machine contract model. These practical implications encourage sharia institutions such as DSN-MUI to immediately formulate AI compliance standards, ensuring the Islamic digital economy remains relevant, fair, and inclusive (Hasan, 2020; Farooq, 2021).

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