

RESEARCH PAPER

Online Shopping in the Perspective of the Book of Hāsīyah As-Shaykh Ibrāhīm Al-Bayjūri

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ABSTRACT

Keywords:
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Online Shopping; Salaf Literature

This study aims to describe as well as complement previous research on the terms and pillars of online sale and purchase, especially those listed in the Book of Hāsīyah As-Shaykh Ibrāhīm Al-Bayjūri. This study uses a qualitative analysis on the practice of online shopping at the Darul Kutub Wasatiya store as reviewed by the Book of Hāsīyah As-Shaykh Ibrāhīm Al-Bayjūri. This study uses primary data from the Book of Hāsīyah As-Syaikh Ibrāhīm Al-Bayjūri and secondary data from the Book of Fathul Qorīb Al-Mujīb and other literacy that discusses online shopping contracts. The results of this study indicate that the practice of online sale and purchase does not conflict with Islamic law, even though methodologically there are differences in transactions, especially in fulfilling the terms of *ijab* and *kabul*.

ABSTRAK

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*Penelitian ini bertujuan untuk mendeskripsikan sekaligus melengkapi penelitian terdahulu tentang syarat dan rukun jual beli online, khususnya yang tercantum dalam Kitab Hāsīyah As-Shaykh Ibrāhīm Al-Bayjūri. Penelitian ini menggunakan analisis kualitatif pada praktik jual beli online di toko Darul Kutub Wasatiya yang ditinjau dengan Kitab Hāsīyah As-Shaykh Ibrāhīm Al-Bayjūri. Penelitian ini menggunakan data primer dari Kitab Hāsīyah As-Syaikh Ibrāhīm Al-Bayjūri dan data sekunder dari Kitab Fathul Qorīb Al-Mujīb dan literasi lainnya yang membahas tentang akad jual beli online. Hasil penelitian ini menunjukkan bahwa praktik jual beli online tidak bertentangan dengan syariat Islam, meskipun secara metodologis terdapat perbedaan dalam transaksi, utamanya pada pemenuhan syarat *ijab* dan *kabul*.*

INTRODUCTION

Online shopping is a transaction that is most in demand by the general public to meet the economic needs of the family and religious needs. In Islamic teachings, sale and purchase transactions are the main form of community economic activity and are highly recommended. Currently, people are presented with overgrowing technology, including many stalls that offer online purchasing services, so that people can now enjoy purchases more easily without having to feel bothered. Transactions made with the conventional

way is a trading system where sellers and buyers meet directly, the goods to be sold are near the buyer, then switch to an online system which is the opposite of conventional transactions where buyers and sellers meet virtually. The goods being traded are only in the form of pictures or writing, which describes the specifications of the goods (Astuti, 2018). However, there are advantages and disadvantages to sale and purchase online either for the buyers or sellers (Susanti, 2020).

According to Fitria (2017), sale and purchase via the internet is transaction that occurs in electronic media, where the transactions do not require sellers and buyers to meet in person to determine the characteristics and types of goods, while the price must be paid first before the goods are delivered. Based on the explanation, it can be understood that sale and purchase in electronic media determine the characteristics or types of goods to be purchased; it is enough to look at the pictures listed on online accounts such as Shopee and Tokopedia. As for the payment at the beginning of the purchase, the goods will be sent via delivery services such as J&T, J&E, and others after payment. Therefore, the most basic knowledge about how to shop and the payment method will support good decision-making for both the seller and the buyer when sale and purchase via the internet (Saputra, 2019).

One of the stores that serve online sale and purchase is the Darul Kutub Wasatiya which provides various kinds of books through Shopee and Tokopedia accounts. The method is easy; buyers only need to look at the pictures posted on DKW's online shop. Then the buyer can choose the book needed and immediately check the amount of payment to be paid. The development of the form of money has evolved into virtual or digital money (Rahmanto & Nasrulloh, 2019). Therefore, payments can be transferred through banks or digital wallets such as Dana, Ovo, Link Aja, Etc.

Online shopping had never been done at the time of the Prophet or not yet known in the Islamic world. However, now, sale and purchase activities can be done more efficiently and can be done anywhere and anytime using an online system from a smartphone or gadget connected to the internet (Pekerti & Herwiyanti, 2018). Sale and purchase online is known as e-commerce. The e-commerce industry in Indonesia is developing quite well. The pretty good development of e-commerce is inseparable from the number of internet users in Indonesia, which is increasing yearly (Budhi, 2016). The scope of e-commerce is pretty broad, which generally includes distribution services, sales, purchasing, marketing, after-sales service and service of a product which is entirely carried out in an electronic system such as the internet—alternatively, network from another computer (Wirapraja & Aribowo, 2018).

The main problem for people in assessing online shopping is only considering it as a stall to make a profit without seeing many things that must be fulfilled, namely the pillars and conditions. Therefore, sellers and buyers must learn and increase knowledge about the pillars and conditions of online shopping through books or scientific articles that discuss the legal transaction process according to the provisions of Islamic law.

Previous researchers such as [Yunus et al. \(2018\)](#) explained much about literacy on the pillars and conditions of online shopping from a review of *Fiqh Muamalah*. Moreover, [Samawi \(2020\)](#) also explain shopping in Indonesian Islamic law. However, everything is still general. Therefore, the authors try to complement the previous researchers by presenting more details about the pillars and conditions of online shopping from the *Hāsyiyah As-Shaykh Ibrāhīm Al-Bayjūri* book.

The discussion of online shopping has never been discussed by *salaf* scholars in the yellow book. Instead, the guidelines for understanding the pillars and conditions of sale and purchase, the most recognized for their validity, are listed in ancient/*salaf* books. This scientific article presents literacy on the pillars and conditions of sale and purchase, especially those contained in the book of *Hāsyiyah As-Shaykh Ibrāhīm Al-Bayjūri*, which is then used as the basis for the pillars and conditions of online shopping.

METHODS

The method used in this research is a qualitative approach. Qualitative research can be designed to contribute to theory, practice, policy, social issues, and action. The technique for data collection is a literature study. Library research activities are collecting, reading, and recording literature/books. In addition, it must also pay attention to: (1) steps in researching the literature, (2) research methods for collecting data, reading, and processing library materials and equipment that must be prepared for research, (3) its usefulness makes it easier for researchers to get data ([Sari & Asmendri, 2020](#)).

The data sources consist of primary and secondary sources. The primary source is the book of *Hāsyiyah As-Shaykh Ibrāhīm Al-Bayjūri* by As-Shaykh Ibrāhīm Al-Bayjūri and published by Dar al-Kotob al-Ilmiyah in 1999. The secondary source is the book of *Fathul Qorīb Al-Mujīb* by Ibn Qāsim Al-Ghāzzi published by Dar al-Kotob al-Ilmiyah in 1999 and other scientific articles. A review will be performed on the practice of online sale and purchase at Darul Kutub Wasatiya store with the *salaf* literature previously mentioned. The data collected were analyzed and described using descriptive methods. In operation, data analysis is carried out with the following steps: (1) selecting a general idea about the research topic, (2) looking for information that supports the topic, (3) strengthening research focus, (4) search and find the reading materials needed and classify the reading materials, (5) reading and making research notes, (6) review and enrich reading materials, (7) classify reading materials and start writing reports ([Sari & Asmendri, 2020](#)).

RESULTS AND DISCUSSION

Basics Knowledge of Sale and Purchase

The sale and purchase contract, according to Imam Ibnu Qāsim Al-Ghāzzi in [Al-Bayjūri \(1999\)](#), is described as follows.

والبيع لغة مقبلة شئى بشئى و اما شرعا تملك عين مالية بمعاوضة باذن شرعي او تملك منفعة مباحة على التأيد بثمن مالي

"Sale and purchase in the language are exchanging one item for another. The Shari'a is "transferring the ownership of goods that have value or provide fixed benefits which are permitted with Shari'ah and are paid for in a certain currency."

يشمل الحرام الصحيح كالبيع وقت نداء الجمعة، والمكروه الصحيح كالبيع اكفان الموتى والواجب كبيع الطعام للمضطر اليه، والمستحب كبيع ما يحتاجه الناس، والمباح وهو كثير فعلم من هذا ان البيع تعزيره الاحكام الخمسة

"Sale and purchase contains legal elements: (1) haram, for example of sale and purchase during Friday prayers, (2) makruh, for example of selling the shroud, (3) obligatory, for example of selling food to starving people, (4) Mustahab, for example of selling human needs, and (5) mubah."

The legal basis for sale and purchase contracts is the Qur'an and the Hadith of the Prophet SAW. First, the word of Allah SWT: Q.S. an-Nisa: 29, which means "O you who believe! Do not eat (take) one another's a property with vanity, except by voluntary trade between you..." Second, Hadith of the Prophet SAW: The Hadith of the Prophet narrated by al-Baihaqi and Ibn Majah: From Abu Sa'id Al-Khudri that the Messenger of Allah said, "Indeed, sale and purchase must be done consensually..."

According to [Al-Bayjūri \(1999\)](#), Broadly speaking, there are two models of sale and purchase contracts:

البيع نوعان تملك العين المذكورة وتمليك المنفعة المتصفة بما ذكره

"There are two kinds of sale and purchase, namely transferring ownership of goods and transferring the benefits of goods."

First, transfer ownership of goods. Transfer of goods ownership will occur once there is a match between the seller and the buyer. Both benefit from each other. Buyers get what they order, and sellers get some money. The goods purchased become the buyer's property because the ownership rights have been transferred to the buyer. Therefore, we must avoid usury in contracts because the transaction is not valid. Second, transfer the benefits of goods. All forms of benefit, whether it looks like buying a house to live in or what does not look like buying credit to access the internet, can all be traded, and these benefits are forever the buyer's property. There are similarities between the sale and purchase contract and the *ijarah* contract (*lease contract*), namely that both have to do with the benefit of goods. However, the difference is that if the contract of the sale and purchase of the benefits of the goods is forever transferred to the buyer's property. In contrast, the contract of *ijarah* benefits of the goods being leased will return to the property of the person renting out when the *ijarah* contract has expired.

However, there has never been a discussion explaining the meaning of online shopping in *salaf* literature. In general, online shopping is not much different from the

conventional shopping in *salaf* literature. The fundamental difference between the two transactions is the contract *majlis*. Sale and purchase are generally done by meeting directly between the seller and the buyer, and payments can be suspended. In contrast, online shopping can only be done through virtual media, and payment must be made at the beginning of the purchase.

Pillars and Conditions of Sale and Purchase

Online shopping contracts are not required to see the goods in a *majlis*. It is only needed to be able to see and to know the goods, either by seeing directly at the contract *majlis* or through pictures from online media, then online shopping is legal. In online sale and purchase transactions, sellers and buyers do not meet face to face in one place but through cyberspace (Fransisco, 2019).

The provisions of the pillars and conditions of online sale and purchase are no different from the provisions of the pillars and conditions of sale and purchase listed in the book of Hāsiyah As-Shaykh Ibrāhīm Al-Bayjūri. According to Al-Bayjūri (1999), there are three pillars of sale and purchase and when detailed, there are six which are then used as pillars in online sale and purchase, namely:

واركانه ثلاثة اجمالاً وستة تفصيلاً عاقد بائع ومشتري ومعقود عليه ثمن ومثمن
وصيغة ايجاب وقبول، وشرط في العاقد بائعاً او مشترياً اطلاق تصرف فلا يصح
عقد صبي و مجنون ومحجور عليه بسفه وعدم اكرام بغير حق فلا يصح عقد
مكروه في ماله بغير حق، فان كان بحق صح كأنه توجه عليه بيع ماله لوفاء دينه
فأكرهه الحاكم عليه

“Overall, there are three pillars of sale and purchase; if detailed, there are six: (1) Aqid (seller and buyer), (2) Ma'qud 'Alaih (merchandise and medium of exchange), (3) Shighat (ijab and kabul). The conditions of the seller and the buyer are (1) if it is permissible to invest one's own wealth, then the contract of sale and purchase children, madmen and idiots is invalid, (2) there is no coercion, then the sale and purchase contract of a person who is forced to sell his goods without the right to sell the goods is invalid unless there is a right such as being forced by a judge to pay off his debt, then the sale and purchase is valid even though there is an element of coercion.”

Aqid (Seller and Buyer)

The conditions of the seller and buyer must be able to spend their wealth (*adult*), not crazy, not stupid, not blind, and there should be no coercion unless there is a compelling obligation, such as being forced by a judge to sell their property to pay off debts. For people who do not meet these requirements, then the guardian who takes care of his property to avoid loss. In the sale and purchase contract, it is not obligatory to be Muslim, but if buying the Qur'an, the buyer must be a Muslim because he is worried that if the buyer is a non-Muslim, there will be religious harassment.

Online purchases at the DKW store for payments can be made via bank transfers or digital wallets. Online purchases at the DKW store for payments can be made via bank transfers or digital wallets. In addition, they can get a discount of up to 20% if the purchase is above 30 books. After making a transaction, the clerk can immediately send the book to the specific address through the delivery service. Between the DKW officer and the delivery service officer, the *ijarah* agreement (*service contract*) is carried out so that the order book safely reaches the buyer's hands. In the purchase contract, the seller and the buyer can determine all applicable regulations, especially the seller before they leave the place of agreements, such as discounts price or guarantees and other regulations.

If the sale and purchase contract is carried out by a person who does not have property rights, power of attorney or does not have a mandate as a representative of his merchandise, then the contract is invalid (Al-Bayjūri, 1999). So, transactions using the drop shipping system are invalid. Drop shipping is a product sale that allows drop shippers to sell goods to customers with photos from suppliers or shops (without having to stockpile goods) and sell to customers at prices determined by the drop shipper (Khulwah, 2019). In Islam, the sale and purchase of goods are not allowed until it becomes property. Unless the drop shipper has obtained a selling permit, then it does not matter because he has the power to sell. At DKW, officers have been given full authority by the owner to manage finances and other jobs so that all transactions at DKW stores are legal.

Ma'qud 'Alaih (Merchandise and Medium of exchange/Money)

According to Al-Bayjūri (1999), the conditions for *ma'qud 'alaih* are five, namely:

هذا شروع في شروط المعقود عليه وهي خمسة كما يعلم مما تقدم ذكر المصنف منها ثلاثة، وهي كونه طاهرا منتفعا به مملوكا للعائد، وسكت عن اثنين وهما القدرة على تسلمه، وكونه معلوما عينا وقدرًا وصفة

“The conditions for ma'qud 'alaih are five as mentioned by the Mushonif (author of the book Abi Syuja'). But he only mentioned the three conditions, such as (1) the goods must be holy, (2) useful, and (3) owned by the seller. And Mushonif did not mention the last two conditions, namely (4) can be handed over, and (5) can be known form, rate and nature.”

From the opinion, it can be understood that the conditions for *ma'qud 'alaih* are five. First, the substance and nature of the goods to be sold must be sacred. Therefore, it is not allowed to buy and sell goods that are not sacred in nature and substance. Likewise, it is not permissible to buy and sell liquid objects contaminated with *najis* because it is difficult to purified. Second, helpful and permitted by the Shari'a even though the goods cannot be directly used, such as selling fruit seeds. Do not sell useless stuff. Some argue that cigarettes are useless goods and even forbidden to be consumed because cigarettes are hazardous. However, this opinion is weak. Some think it is possible. Qual Mu'tamad (the argument that can be used as a basis) states that smoking is *makruh* and can become

obligatory if it is known that giving up cigarettes will be dangerous. If this occurs, then selling cigarettes is legal. It could be *haram* if it is believed that buying cigarettes will harm family life. Third, acceptable by the buyer form or benefit. Fourth, can be handed over/transferred ownership and power of attorney. Fifth, known form, rate, and nature

According to [Al-Bayjūri \(1999\)](#), there are three kinds of goods to be purchased.

وقوله: ثلاثة اشياء، اي انواع وذلك باعتبار المبيع فانه تارة يكون عينا مشاهدة وتارة يكون عينا موصوفة فى الذمة، وتارة عينا غائبة، وان كان الحكم فى النوعين الاولين واحدا فان كلا منهما جائز كما ذكره المصنف

“There are three goods for sale (1) can be seen in its form, (2) the form of the goods exists because they are ordered, which is the seller's responsibility, (3) the item is not visible. The law of sale and purchase numbers one and two is one; that is, both are allowed, as has been discussed by the Mushonif.”

The first are goods that can be viewed and purchased without ordering. The goods do not have to be directly visible; just by looking at the picture. As the contract is not required to meet directly between the seller and the buyer, and there is no need to know everything, just a sample. Second goods can be viewed and purchased by ordering on the spot or ordering online, either in the form of finished goods or not. As long as the contract is still using the *shighat (ijab kabul)* of sale and purchase, not the *salam* contract. The law of the *salam* contract does not apply to the sale and purchase contract even though it is done by ordering ([Al-Bayjūri, 1999](#)). The third goods is not exist even though there is an agreement between the seller and the buyer in the same *majlis*. Of the three types of goods to be purchased, the first and second types are legal and may be traded. Then, the third is not permitted and is not valid.

At the DKW store, two kinds of goods are traded. First, goods that can be seen and transactions made by visiting the DKW store. Second, goods that can be seen in pictures, and purchase transactions are made by ordering online.

Shighat (Ijab and Kabul)

Ijab and *kabul* is a word bond between the seller and the buyer that shows the agreement between the two. According to [Al-Bayjūri \(1999\)](#), there are five terms of *ijab* and *kabul* at the time of goods receipt.

وشرط فى الصيغة ايجابا وقبولا ان لا يتخلل بينهما كلام اجنبي ولا سكون طويل وهو ما اشعر بالاعراض عن القبول، وان يتوافق الايجاب والقبول ولو معنى وعدم التعليق وعدم التأقيت

“The conditions in *shighat (ijab and kabul)* are (1) no other word is inserted between the two, (2) not silent for a relatively long time, which indicates turning away from acceptance, (3) between *ijab* and *kabul* must be compatible, even if only in a sense, (4) not hung with anything, and (5) no time limit.”

That there are five conditions for *ijab* and *kabul*. First, sentences other than the discussion of sale and purchase cannot be included in the *ijab* and *kabul* agreement. Second, between *ijab* and *kabul* cannot be stopped in a relatively long time which indicates turning away from acceptance. Third, in terms of meaning, *ijab* and *kabul* must be synchronous. Although the meaning and language are different, the most important thing is the intention to sale and purchase. Fourth, the *ijab* and *kabul* is not related to anything else. Fifth, there is no time limit.

Since sale and purchase depends on the will, whereas willingness is an act of the heart, it becomes difficult to visualize. Therefore, *ijab* and *kabul* do not have to be spoken verbally but can be in writing, gestures, or other means that can show the willingness of both parties, which is returned to the prevailing custom ('urf) (Al-Bayjūri, 1999). Online shopping at DKW stores related to *ijab* and *kabul* can be done via chat or SMS. Many even make transactions directly without communicating to get approval.

Implementation of Online Sale and purchase at DKW Store

Online sale and purchase of books at the Darul Kutub Wasatiya store can be done through online stores such as Shopee and Tokopedia. The buyers only need to see the pictures posted on the DKW online store. After the buyer chooses the book, they can immediately check the amount of payment to be paid. Payments can be made through banks or digital payment wallets such as funds, OVO, links, etc.

The online transaction process at the DKW store shows that sale and purchase online does not have pillars and conditions in the form of *shighat* (*ijab* and *kabul*/words to show the handover of goods). This matter is not a problem in the sale and purchase contract because the reference in sale and purchase is mutual willingness, not required to say words of *ijab* and *kabul*. In *salaf* books, sale and purchase without consent is termed as *Bai' Mu'atho*. Imam An-Nawawi and his congregation in Al-Bayjūri (1999) argue as follows.

واختار النووي وجماعة صحة البيع بها في كل ما يعده الناس بيعا لأن المدار فيه على رضا المتعاقدين، ولم يثبت اشتراط لفظ فيرجع فيه الى العرف

“Imam Nawawi and his congregation are of the opinion that sale and purchase without consent is legal as long as the process is still said to be sale and purchase according to the general public, because basically what is the benchmark in sale and purchase is the willingness between the seller and the buyer, and it is not obligatory to say consent. everything is returned to the habits of the general public.”

Imam Nawawi's opinion above, it can be understood that sale and purchase without consent is legal as long as the transaction carried out is considered a sale and purchase agreement according to the general public. Essentially, what is used as a benchmark in sale and purchase is a mutual agreement between the seller and the buyer.

CONCLUSION

This study examines the online shopping of books at the Darul Kutub Wasatiya store by Islamic law, especially those exposed in the book of Hāsiyah As-Shaykh Ibrāhīm Al-Bayjūri. The essential points in this study as follows. First, *salaf* literature, such as Hāsiyah As-Shaykh Ibrāhīm Al-Bayjūri, is the most accurate sources to be used as a basis for sale and purchase. Second, the terms and conditions of online sale and purchase are the same as sale and purchase in conventional stores. Third, the pillars and terms of online sale and purchase can be taken from the terms and conditions of traditional sale and purchase. However, something is not fulfilled, namely the *ijab* and *kabul*, as in online shopping only done by sending digital messages. Fourth, the sale and purchase without *ijab* and *kabul* is legal as long as the transactions are considered to the *urf* or general public preferences. Basically, what is used as a benchmark in sale and purchase is a mutual agreement between the seller and the buyer. Fifth, the items purchased do not have to be seen and touched, but can be checked virtually through online stores. However, details and specifications must be conveyed clearly.

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