

Analysis of The Implementation of The Salam Contract in The Marketplace: A Critical View of Buying Orders on Shopee

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ABSTRACT

The facts of online transactions have many differences in dissimilarity when ordering and suitability of goods received. This discrepancy caused problems afterward with many complaints, and the effect was not willing of each other. This study aims to find out how online buying and selling transactions are carried out through Shopee from a system of salam contracts in the sharia context. This research method uses qualitative methods to examine the fact of salam contract of shopee. The data source is primary data from site shopee and informant of buyer and seller. Researchers also use secondary data sources originating from literature-related research from journal scopus and sinta also reputable journal related this topic. The study results show that buying and selling online at Shopee has the same concept as implementing the salam contract. Online buying and selling transactions have advantages and disadvantages for sellers and buyers. Online buying and selling transactions can be a transition from implementing the salam contract, provided that both parties understand the same in terms of responsibility and trust. By system and the fact, buying and selling transactions at Shopee are said to be by the salam contract. Little research examine the topic, particularly in market place regarding shopee contract.

Keywords: *salam contract, buying and selling online, shopee*

ABSTRAK

Fakta transaksi online mempunyai banyak perbedaan baik pada saat pemesanan maupun kesesuaian barang diterima. Kesenjangan ini menimbulkan permasalahan yang kemudian menimbulkan banyak keluhan, dan dampaknya tidak saling berkenan. Penelitian ini bertujuan untuk mengetahui bagaimana transaksi jual beli online yang dilakukan melalui Shopee dari sistem akad salam dalam konteks syariah. Metode penelitian ini menggunakan metode kualitatif untuk mengkaji fakta akad salam shopee. Sumber datanya adalah data primer dari situs shopee dan informan pembeli dan penjual. Peneliti juga menggunakan sumber data sekunder yang berasal dari penelitian terkait literatur dari jurnal scopus dan sinta serta jurnal bereputasi terkait topik tersebut. Hasil penelitian menunjukkan bahwa jual beli online di Shopee memiliki konsep yang sama dengan pelaksanaan akad salam. Transaksi jual beli online mempunyai kelebihan dan kekurangan bagi penjual dan pembeli. Transaksi jual beli online dapat menjadi peralihan dari pelaksanaan akad salam, dengan syarat kedua belah pihak mempunyai pemahaman yang sama dalam hal tanggung jawab dan kepercayaan. Secara sistem dan faktanya, transaksi jual beli di Shopee dikatakan dengan akad salam. Sedikit penelitian yang mengkaji topik ini, khususnya di pasar mengenai kontrak shopee.

Kata Kunci: *akad salam, jual beli online, shopee*

INTRODUCTION

The development of technology and information is currently very advanced time by the time. In the past, the market was a transaction traditional where sellers and buyers had to meet directly to conduct economic and business activities. Nowadays, financial and business activities are carried out face-to-face. Technology has been able to bring trade transaction activities through online markets. Online markets, known as marketplaces, are currently preferred by people, most of whom don't have time to go to the market in person because of limited time to visit the market. In Indonesia, several e-commerce sites provide online buying and selling communities through marketplaces.

Table 1. E-Commerce in Indonesia in 2023

No	Name	Total download
1	Shopee	100 million+
2	Lazada	100 million +
3	Tokopedia	100 million +
4	Alibaba	100 million +
5	Bukalapak	50 million +
6	OLX	10 million +
7	Blibli	10 million +

Source: Play Store (data processed)

In Indonesia, one of the marketplaces that is quite well-known and has the most users is Shopee (Fadhillah et al., 2021). If you look at the data on Play Store, the total downloads of this application have reached over 100 million, this fact is significant result for the return the business. This information indicates that Shopee has quite a lot of users in Indonesia. Shopee is one of Indonesia's most prominent online shopping forums, providing various daily necessities, including beauty products, health, fashion, household equipment, baby necessities, electronic products, etc. Shopee also provides attractive offers in the form of purchase discount vouchers, free shipping vouchers (delivery costs), and various other exciting promotions. Another advantage of Shopee is that its prices are quite competitive and even cheaper than goods sold on offline markets.

The convenience of online transactions on the Shopee marketplace provides a unique experience for its users. Many people feel quite satisfying buying and selling transactions online via Shopee. Still, quite a few feels cheated and disappointed and prefer offline buying and selling transactions by visiting the market directly. Carrying out online buying and selling transactions on Shopee is considered to have many risks for buyers and sellers. Several cases often occur in buying and selling transactions through Shopee, one of which is that ordered goods that arrive do not match specifications in terms of color, size, or quality, as well as submitting claims to return goods, which is quite complicated and not all sellers are willing to respond and process refund issues. The several problems experienced by buyers; the risk of loss can also be experienced by sellers. One of which is loss due to cancellation by buyers who place orders using a direct cash payment system (cash on delivery/COD). They do not have the money even though the goods arrive in good condition, or damage to the goods during the delivery process which causes the buyer to cancel the order. The seller will suffer losses, namely time, energy and packing costs.

Buying and selling transactions carried out offline or online still have their own impacts and risks for sellers and buyers. In more depth, researchers want to analyze online buying and selling transactions through Shopee, the advantages and disadvantages of online buying and selling transactions for buyers and sellers from perspective of agreement. Furthermore, to explore this topic, can be a transition from the buying and selling system with greeting contracts in Sharia economics.

Most of marketplace, including Shopee, all use the contract. This contract is an agreement to order goods according to the order chosen by the buyer, it is main the trading. These orders include the selection of goods, size, color, quantity, shipping costs, bonuses, discounts, etc., ordered when initially making a transaction. Then, proceed with the qobul agreement in the form of notification of the terms and conditions of the purchase agreement. However, in reality, on the ground, there are many differences in the differences in contracting. Some choices of goods do not match previously requested orders. These things include things not matching the item, size, color, quantity, shipping costs, bonuses, discounts, etc.

This mismatch causes problems later after the transaction was done. Many complaints occurred due to differences in orders. Buyers feel cheated about what they have bought because of the differences in the goods they get. In reality, on the ground, this causes both of them to be unwilling to problems such as returning goods, refunds, and so on. Even though there is a solution behind it, it still causes regret between sellers and buyers. So, this is a big problem that must be resolved in the greeting contract process in online transactions, especially Shopee.

Through this research, researchers are curious to understand better the application of the greeting contract in online buying and selling transactions. General conclusions as reference material for practical applications in the field, especially economic actors. It can increase their understanding of the existence of contracts/agreements in online buying and selling transactions, which is often considered trivial. The research output for external parties or society is urgent and has a broad impact. As an economic actor, this research provides deep knowledge about the urgency of contracts that must be implemented for sellers and buyers when carrying out in trading online. Benefits for Shopee users and sellers, namely as material for evaluating the performance of their shop and knowledge about self-protection through contracts, for buyers to better understand the urgency of a contract in online buying and selling transactions, and to provide tips and suggestions.

This research is suggestions and input from previous research. Several previous studies that discussed online buying and selling and contracts included (Panggabean & Tanjung, 2022) stated that "Neither Islamic law nor state law is in conflict regarding the law of online buying and selling because the state has also guaranteed this activities by regulating in the form of regulations. It means, there is nothing wrong with buying and selling online. It has been fulfilled in terms of harmony and legal conditions for buying and selling, so it is said to be legal. This is strengthened by research conducted by (Fitria, 2017) which states "Online transactions are permitted according to Islam based on the principles existing in trading according to Islam, especially analogy to the principles of as-salam transactions, except for goods/services which are not permitted to be traded according to Islamic law". Research written by (Darmawansyah & Polindi, 2020) which discusses a review of Islamic law regarding buying and selling by ordering objects via the Internet at Lazada includes the as-salam system using written contracts. Finding of research, online buying and selling transactions fulfill the

principles of as-salam transactions. The goods being bought and sold have no indication of being haram and comply with the elements of Islamic Sharia.

In contrast to previous research, which focused on discussing the validity of implementing the salam contract in online buying and selling transactions, whether it is by Islamic law or not, in this study, the researcher emphasizes the urgency of implementing the agreement in online buying and selling transactions which is often considered trivial by business people, namely buyers and sellers, as well as contract discrepancies resulting from negligence on both parties due to ignorance of the mechanisms in online buying and selling transactions.

LITERATURE REVIEW

1. Contracts in Islamic Economics

In sharia economic terms, an agreement regarding something binding is known as a contract (Mohamad, 2014). The word contract is a term that often appears in Islam, for example, marriage contracts, sale and purchase contracts, waqf transfer contracts, rental contracts, and many more (Ardi, 2016). The word contract comes from Arabic, meaning to build or establish. In simple terms, a contract is a binding bond that is the basis of an agreement. The general provisions regarding contracts can be understood to be that a contract is an act carried out intentionally by two or more parties according to the pleasure of each party, which will then have legal consequences for those who enter into the contract (Zuhdi, 2017).

The legal basis for contracts is regulated directly in the Al-Qur'an and the hadith of the Prophet. In the Al-Qur'an, the word contract is mentioned several times, one of which is in Q.S. Al-Maidah verse 1; Meaning: "O you who believe, fulfill these promises. It is permissible for you to live livestock, except for those that will be recited to you, (such as that), and hunting is not permissible while you are performing the Hajj. Indeed, Allah establishes laws according to what He wills." (Q.S. Al-Maidah verse 1). The legal basis for a contract is based on the hadith of the Prophet Muhammad SAW, namely in a narration the Prophet said: "Two people who are buying and selling, each of them can do *khiyar* on the other as long as the two of them have not separated except for buying and selling *khiyar*." (HR. Bukhari and Muslim)

In the context of *mu'amalah* (business transactions) the term most commonly used is the term *al-'aqdu*. Because in carrying out a transaction there must be an agreement arising from a deal in an agreement made by the parties concerned (Zuhdi, 2017). In the rules of legal fiqh, contracts are formed based on the consent of the two parties carrying out the contract, meaning that both parties accept and are pleased with their agreement. Based on this understanding, researchers believe that the proper function of a contract is to bind. This philosophy is associated with human nature, which likes to deny things. Therefore, the true urgency of the agreement is to ensure that everything remains on the agreed path.

A contract is an agreement that is determined by consent and *qabul* based on the sharia provisions which impact its object" (Zuhdi, 2017). Its implementation a contract can be void/invalid if it does not meet the legal principles regarding the agreement. A contract is said to be valid if it fulfills the pillars of the contract. The posts of contract in Islam at least contain the following things: *Al-'Aqidain* (parties concerned/conducting the contract), *Ma'qud' Alaih* (object of the contract) and *Sighat Al-'Aqd* (statement to bind oneself).

2. Relation Salam contract regarding MUI Fatwa

A salam contract is a sale and purchase contract in Islam with an order system where the delivery of goods is made after payment has been created because at the time of the contract, the goods do not yet exist so that the agreement clearly states the characteristics, qualifications, and nature of the goods (Muhammad & Chong, 2007) (Lubaba et al., 2021). The sale and purchase of salam is an object which is displayed to be in custody or given money upfront in cash. At the same time, the goods are handed over later or handed over at a predetermined time" (Hasanah, 2018). In simple terms, salam is a buying and selling system where the goods are handed over at a later date (Mahri et al., 2021). Based on DSN MUI fatwa no. 5/DSN-MUI/IV/2000 states that "buying and selling goods by ordering and paying the price in advance with certain conditions, is called salam." From several definitions regarding salam, it can be concluded that buying and selling salam is buying and selling orders with payment made at the time of the contract and delivery of the goods is deferred by the agreement made in the contract (MUI, 2000).

The greeting contract has a solid legal basis because it is regulated in the Al-Qur'an and hadith. The greeting contract is explained in the Al-Qur'an, Allah SWT says in QS. Baqarah verse 282;

‘وَالَّذِينَ الَّذِينَ ءَامَنُوا إِذَا تَدَانَيْتُمْ بِذَيْنَ إِلَىٰ أَوْ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ۚ وَلْيَأْتِ كَاتِبٌ أَن يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ ۚ فَلْيَكْتُبْ
وَلْيَعْمَلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَخْسِفْ مِنْهُ شَيْئًا

Meaning: "O you who believe, if you don't do your congregation in cash for the specified time, you should write it down. Let a researcher among you write it correctly. Researchers should not be reluctant to write it as Allah taught it. Let him write. Let the person who is in debt recite (what will be written), and let him fear Allah, his Lord. "Let him not reduce the slightest amount of his debt" (Surat Al-Baqarah verse 282).

This verse states, "...let the person who is in debt proclaim (what will be written). It can be concluded that in muamalah or non-cash buying and selling, it becomes a debt for the seller that must be paid, so the agreement regarding the qualifications of the goods must be clearly stated at the time of the contract. The legal basis for greetings is also explained in a hadith. The Prophet Muhammad SAW said: "Whoever performs salaf (greeting), he should do it with clear measurements and clear scales, for a known period" (HR. Bukhari, Sahih Al Bukhari).

In Indonesia, the greeting contract has a legal basis, which is clearly explained in the Indonesian Ulema Council (MUI) fatwa. In Fatwa Number 05/DSN-MUI/IV/2000, dated April 1 2000 (Fatwa, 2006), the provisions in the greeting contract are explained in detail. First, the cash payment provisions: the amount and form of payment are precise, made at the time of the agreement, and not as a debt release (MUI, 2000). Second, the conditions for goods: the characteristics are straight forward. It can be recognized as a debt, the specifications are explained, delivery is deferred, the time and place of delivery are determined at the beginning of the contract, the buyer is not allowed to sell the goods before receiving them, the seller is not entitled to exchange the goods without prior agreement. Third, goods must be delivered on time, according to quality and quantity. If the quality of the goods offered is higher, the seller may not ask for an additional price; if the quality is lower, the buyer may not ask for a price reduction. Goods may be delivered before the agreed time as long as the quality and quantity of the goods are appropriate, and the seller is not allowed to demand additional prices. Before on time, the buyer may cancel the contract if the goods are not available until the time of delivery, or the quality of the goods is not suitable (MUI, 2000).

3. Trading from Islamic Perspective

Buying and selling is simply an economic activity carried out by most people to meet their needs. In Arabic, buying and selling is better known as *bai'*, *al-bay*, *al-syira*, which means buying and selling (Saprida, 2018). Hanafiah scholars define buying and selling as the exchange of assets (*maal*) for investments in a specific appropriate manner based on the *syara*'s provisions. Meanwhile, the definition of buying and selling based on the KBBI is a mutually binding agreement between the seller, namely the party who delivers the goods, and the buyer as the party who pays the price of the goods sold (Kbbi, 2016). Fitria stated that buying and selling is an agreement to exchange objects or goods based on the pleasure of both parties based on the agreement and provisions in the *Sharia*'. From the definitions above, it can be concluded that buying and selling activities are where sellers and buyers meet to carry out transactions by exchanging goods based on mutually agreed needs (Fitria, 2017)

Buying and selling is an economic activity carried out by everyone to meet their needs. The interests of each individual result in actions that are then taken to meet their needs. In economic activities, a seller's interest is to gain profits from his business which is then used to meet his daily needs. Buyers are also interested in fulfilling their needs as social creatures.

In Islam, buying and selling is *Mubah* (permissible) and *halal* as explained in the *Al-Qur'an Surah Al-Baqarah* verse 275; "...Allah has permitted buying and selling and forbidden usury..." so it can be concluded that buying and selling is *halal* provided that it is not contains elements of usury and injustice (Asni & Sulong, 2018). Buying and selling in Islam also emphasizes the existence of a part of willingness between both parties, this was explained by the Prophet in a hadith: From Abu Sa'id Al-Khudri that the Prophet SAW said, "Indeed, buying and selling must be done like and like." (HR . Al-Baihaqi, Ibn Majah, and authentic according to Ibn Hibban)

Buying and selling transactions can be carried out if they fulfill the pillars or conditions; the buying and selling conditions are: there are sellers and buyers, goods/objects are being bought and sold, and an agreed price (Abduroman et al., 2020). The pillars of buying and selling are the same as the practices that occur in society, except that most *ulama* add the seller's statement regarding delivery of goods (*ijab*) and a statement of acceptance by the buyer (*qabul*) as pillars of buying and selling.

Statements of *ijab* and *qabul* in Islam are a form of binding transactions between both parties (Sarmigi et al., 2022). In Islam, statements of *ijab* and *qabul* can be expressed in sentences that express consent (*sighat*). There are many examples of the manifestation of sight sentences in society, in example transactions that occur in the market sellers immediately offer their merchandise with the phrase "The hair, *ma'am*, is sweet, sweet", and then the buyer usually asks the price "how much is a kilo, sir?" If the buyer agrees with the price offered by the seller, or the seller agrees with the price provided by the buyer, then a transaction occurs. The example sentence is a spoken form of sight. However, as time passes, the implementation of *ijab* and *qabul* in society is not always in the form of words, for example, transactions that occur in supermarkets, *Alfamart* and others where buyers hand over the goods they want to the cashier and then pay for them. In transactions that occur in supermarkets and so on, it can be understood that the buyer is happy with the price offered, the buyer's action by paying the cashier is an agreement and *qabul* in action. Buying and selling with consent and *qabul* in deeds or Islamic terms is called *bay' al-mu'athah*, according to most scholars stating that this transaction is valid.

The Islamic jurisprudence regarding buying and selling explains the buyer's right to khiyar. Khiyar is the buyer's right to cancel the sale because there is a discrepancy regarding several things, including conditions, defective goods, fraud/tadlis, and not conforming to the order (Palevy et al., 2020).

4. Marketplace from economics perspective

Market place is a buying and selling transaction carried out using the internet network through a buying and selling site known as a marketplace (Xiaoping et al., 2009). In simple terms, a marketplace can be interpreted as a forum that acts as an intermediary for sellers and buyers to meet like a market and is carried out online (Kollmann, 2001). The role of the marketplace in online buying and selling transactions is as an intermediary who guarantees the security of the transaction. the seller can only receive payment money if the buyer has received the goods, and the money is temporarily stored in a third-party account as long as the goods have not yet reached the buyer, so that if the transaction is canceled, then the money will be returned to buyers (Darmawansyah & Polindi, 2020). From some understanding of online buying and selling, it can be understood that the element of trust (trust) is the main element that both parties must possess. This means sellers and buyers must have the same faith and honesty in buying and selling transactions.

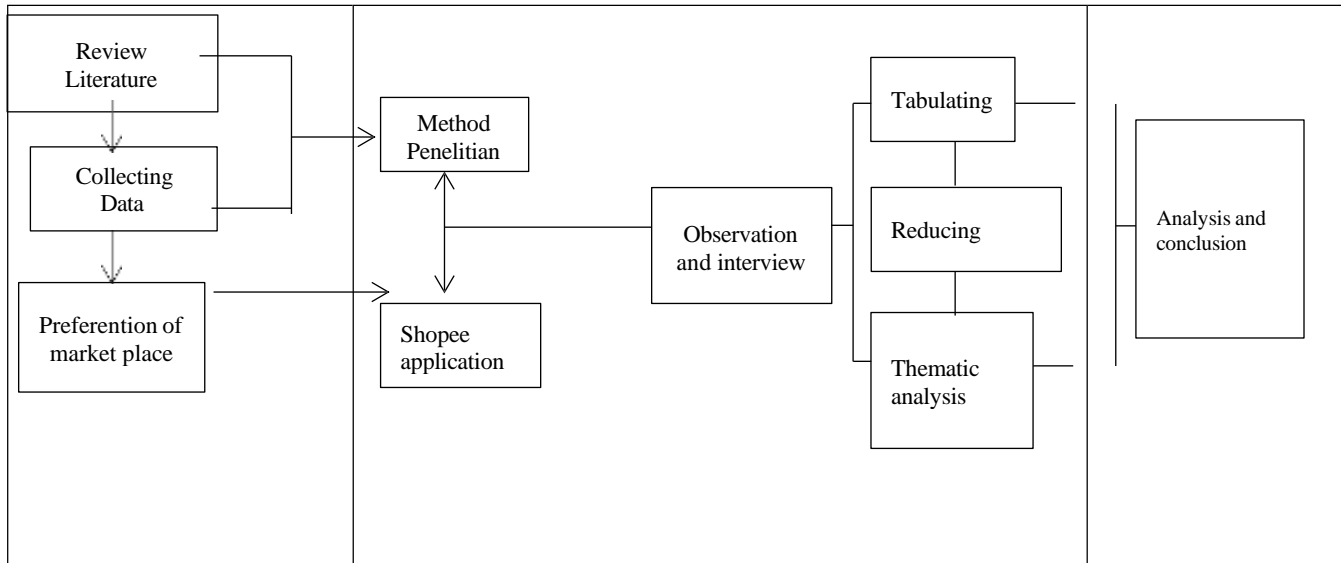
The simple online buying and selling mechanism is similar to the regular buying and selling context, but the physical form and actions are different. In the offline market, buyers and sellers can see the goods being exchanged in terms of quality, size, and quantity, then the seller and buyer make an agreement regarding the sale with the buyer getting the item they are looking for and the seller getting money from the sales. Buying and selling transactions using the online system are carried out by viewing product samples in images and videos. Next, the buying and selling transactions are carried out after the buyer confirms the order by agreeing to pay and delivering the order to the destination address; then, the goods will be sent after the transaction is processed in a successful system.

Technically, the validity of a sale and purchase agreement made online does not need to be doubted as long as the contract terms are fulfilled (Pratama, 2020). As regulated in article 1320 of the Civil Code, an agreement is valid if; there is an agreement between the two parties, the skills of those who make the contract, a specific thing, and a lawful cause. When a buyer decides to buy the product, it directly means that the buyer agrees on the price, product specifications, payment method, and delivery of the goods.

RESEARCH METHOD

Table 2 . Flowchart research method

Source: Arranged by author



Researchers use qualitative methods focusing on in-depth observation with a library research approach (library study). Library data is the primary source, especially original books and theories of Sharia economic law in elaborating studies on the application of contracts in the field. The primary data source originates from direct observations by researchers in conducting online transactions and several interviews with authorities who have online stores at Shopee. This preliminary data comes from reputable journals and essential books, a strong and initial basis for law issuing. Researchers also use secondary data sources originating from literature reviews related the research. Also documents from second sources and copies of previous research, which serve as input and supplementary material in analyzing facts in the field.

Meanwhile, the population in this research is e-commerce in Indonesia. The sample is the Shopee application with the buyer and seller who has been traded several transactions. Using Shopee because the argument that Shopee is the most widely used application. It has the most transactions, the most popular downloads on Play store and the highest profit. Shopee can be used as a benchmark for using marketplaces in Indonesia. The research subjects that researchers will raise are buying and selling transactions carried out through Shopee, the benefits and impacts, the relationship between online buying & selling and the greeting contract in Islam.

To obtain the research objection, researchers used a descriptive method, by clearly describing the problems that are currently occurring and then connecting them with field facts that occur in online buying and selling transactions at Shopee. Next, the data was analyzed based on a literature review on applying the greeting contract according to Islamic law. So that conclusions can be obtained in the form of general arguments.

DISCUSSION

1. Trading at Shopee

The online buying and selling transactions via Shopee from the buyer's perspective can be explained simply as in the author's following description. First, the buyer searches for the item to be searched for in the search column. Second, there is a purchase and checkout process: when the buyer is sure about placing an order, the following process is to recheck the order (size variants, etc.), followed by selecting the delivery option, payment method, and determining the delivery/recipient address. Once this process is complete, the order is ready and processed by Shopee. Then, thirdly, Shopee will inform the seller to process the order immediately. The buyer can check the status of the order in real-time, starting from the level processed by the seller, delivered to the courier, and the quality of the location in transit until the status is received by the person concerned.

In the final process, they were receiving orders and submitting returns. When the buyer received the order, after check error regarding the item specifications/size, color or product defect, the buyer can request a return to exchange the goods if they meet the applicable requirements. So far, the SOP that must be followed is that after receiving the goods, the buyer makes an unboxing video in anticipation if the goods received are unsuitable. Buyers cannot return goods if they do not complete the applicable terms and conditions.

From the seller's perspective, the online buying and selling transaction process through Shopee, first, register as a seller on Shopee. Someone who wants to sell on Shopee must first register their shop. A step-by-step guide for writing as a seller on Shopee can be accessed on the web page <https://seller.shopee.co.id/edu/article/464>. Then, continue by adding and completing shop information. Some information that needs to be added and completed; the shop name, shop address, delivery service to be used, email address, and telephone number.

In the following process, upload the products to be sold. The next step for sellers who have completed their shop information is to upload the products they want to sell. There is some information about products that sellers should meet when uploading their products, including product name, product description, and product category information. Product category information includes specifications such as size and other attributes, variations, price, available stock, and shipping costs. Sellers also need to add photos and videos about their products to give buyers a better idea of their products. Lastly, Order status and sales history. Shopee provides information to sellers, from orders that need to be sent to order cancellations, returns, and buyer ratings regarding their products. This information makes it very easy for sellers to monitor the status of buyer orders.

2. Advantages and Weaknesses of Online Buying and Selling Transactions

Buying and selling transactions carried out online have advantages and disadvantages that sellers and buyers accept. First, one of the benefits of online buying and selling received by sellers is cost efficiency. In ordinary public markets, sellers need additional costs to rent or build an outlet to sell their wares. However, the seller can save on these costs by opening a shop through the marketplace. In this case, the seller only pays more for internet connection access. There are no paid requirements for sellers who want to open a shop on the marketplace. Second, the ease of obtaining a more comprehensive range of potential buyers/consumers. Online-based transactions allow everyone in different places to access the market quickly. Ordinary public markets only allow sellers to get consumers who are close to the market/shop location due to time and distance limitations. Therefore, in general people prefer the most

relative distance. Online buying and selling are global, meaning sellers can get buyers from different regions even though the space is quite far. A simple example: clothes sellers in Tanah Abang can get buyers who live close to Tanah Abang, while sellers who live in Central Java on the marketplace may get buyers who live in Jakarta or outside Java.

The disadvantages of online buying and selling for sellers include the additional packing costs. In online buying and selling transactions, sellers require additional fees for packaging goods to ensure the goods arrive at the buyer in good condition. Second, losses due to order cancellations. Cancellation of orders in online transactions is standard, considering that goods could be damaged during the delivery process or delivery errors made by the seller. This will result in losses for the seller because they have spent money on packaging the goods, but the goods are not sold.

The advantages of online buying and selling that buyers receive are: First, saves time and energy. Online buying and selling transactions provide easy access for buyers who don't have time to go to the market directly; buyers can search for their needs by using a smartphone. Second, you can get the product you want quickly. Third, broad reach: buyers can only buy their needs in areas far from where they live. Fourth, it is easy to find information by comparing prices in different stores on the marketplace.

The disadvantages of online buying and selling for buyers include developing a consumptive nature. All daily necessities are entirely available in the marketplace, from essential goods to trivial goods (the urgency of the need is not urgent). Psychologically, buyers are influenced by the information available and consider everything necessary, such as a fruit peeler. The need for this item is not urgent because buyers can still peel fruit using a knife, but the information presented is interesting, so the buyer decides to buy the item. Wasteful spending on postage: buyers are often fixated on low prices of goods compared to goods available in the general market, even though if you add up postage, the price is the same or even more expensive. Prone to fraud, the availability of product information on the marketplace often does not guarantee that the data is correct. Few buyers are deceived by information from sellers regarding product quality, size, or quantity that differs from that on the shop display. In online buying and selling transactions, there are many findings regarding fraudulent methods that end in user information being hacked, accounts being hacked, and other detrimental techniques to buyers.

3. Marketplace and The Relationship with Sharia Economic

Can online buying and selling transactions be said to be a transition from the buying and selling system with salam contracts in sharia economics? The main elements in online buying and selling transactions are honesty and mutual trust between business actors, namely sellers and buyers. There are several provisions regarding the greeting contract: payment of money/capital is made at the beginning of the agreement, revenue in the salam contract is created when the contract is agreed. The goods' characteristics are evident, and the specifications are stated. Delivery of goods is postponed/at a later date. The time and place of delivery are precise as agreed. No exchange of goods without prior agreement.

In general, several types of online buying and selling transactions are similar to transactions that use salam contracts. Below are several analyses made by researchers regarding the similarities between online buying and selling and salam contracts. Payment in

online buying and selling transactions is generally made at the beginning when the buyer places an order, and the seller will only process delivery after the buyer sends valid proof of payment. Provisions regarding goods: before ordering goods, buyers must first find out information about the characteristics of the goods they will collect. Buyers will order goods according to their wishes by stating the specifications of the goods contained, for example, size and color.

Online buying and selling goods are delivered later after the payment process is complete and the buyer submits the delivery address. Time and place of delivery: in online buying and selling, ordered goods are delivered via a third party, a delivery service. Even though there is an estimated arrival time, there is still the possibility of delays in the goods. The place of delivery in online buying and selling has no problems because it is clearly stated in the agreement. Exchanging goods in online buying and selling transactions is not permitted because it is not following the contract. there are several cases regarding differences between the goods ordered and those received. In online buying and selling transactions, the mechanism for exchanging or returning goods can be carried out by buyers who want to submit a complaint to the seller. Most buyers do not have enough information about how to exchange the goods because of distance and communication barriers, there are even some sellers who do not want to process the problem.

Based on the analysis above, the researcher concludes that online buying and selling is a transition from salam contracts following existing technological developments. Its provided that a sense of responsibility and trust between the parties entering into the sale and purchase agreement is the same and does not violate the provisions regulated in Islamic law and legal regulations applies.

4. Compatibility of Shopee Online Buying and Selling with Salam Agreements

Based on several descriptions that the researcher previously conveyed, the following is the analysis carried out regarding the realization of implementing the greeting contract on Shopee. Payment: in online transactions at Shopee by the provisions of the greeting contract according to Islamic law, which requires payment in full for orders. The goods provisions in the greeting contract concern actual commodities being traded, including specifications, quality, size, and quantity, and are stated in complete and precise detail. In the online buying and selling system at Shopee, this provision fulfills the qualifications for a salam contract in Sharia. Shopee regulates the conditions that sellers must meet, who must provide product samples in the form of photos and videos complete with product descriptions, sizes, quality of materials, quantity and amount of stock available.

Delivery of ordered goods on Shopee is suspended. The order will be processed for delivery by the seller if the order transaction is declared successful by the system. It can be concluded that the conditions for handing over goods in Shopee are by the greeting contract. The time and place of delivery are informed in the order status in the system. From some of the information researchers received from both sellers and buyers, several problems with delays in goods can indeed occur. The status regarding the existence of orders and the reasons for delays are always informed in a system that both sellers and buyers can check.

Regarding this problem, Shopee also provides service facilities via live chat with agents to ask about the delivery service. Regarding the issue of delays that occur in Shopee, researchers agree with research conducted by (Darmawansyah & Polindi, 2020) which states that delays in delivery of goods in the online buying and selling system are not by greetings,

because the Lazada system does not provide solutions to late delivery or non-conformity of ordered goods. The qualifications for the greeting contract, but there is a solution to this problem from the Shopee system, namely by chatting directly with Shopee agents to ask about issues experienced by users, both sellers and buyers (Darmawansyah & Polindi, 2020).

Shopee does not allow exchanging goods without prior agreement. Based on the information the researchers obtained, in the Shopee system all information regarding the stock of goods in terms of size, color, and so on can be known by both sellers and buyers. Shopee also provides a chat service feature with sellers for buyers who want to ensure that the items they wish to order are available before checking out. This action is in anticipation if it turns out that the stock information on the seller's shop display has not been updated. Through this feature, sellers can also make agreements to exchange goods with buyers if it turns out that the goods ordered by the buyer are not available and the seller's system stock has not been updated. The seller can give a choice whether the buyer wants the goods to be exchanged for the same type but a different color and so on or whether the buyer can cancel the order. In terms of the Shopee application system, it makes transactions easier. Researchers admitted the buying and selling system on Shopee is by the Salam contract. In the problem of ordered goods being exchanged without prior agreement, researchers assume that the seller does not understand the features provided by Shopee or problems that often occur in offline markets, such as a lack of trustworthiness of the seller.

Conclusion and suggestion

There are several conclusions based on several descriptions explained through the research above. The advantages of online buying and selling for sellers include cost efficiency and broader buyer reach. The disadvantages of online buying and selling for sellers are additional expenses for packing costs and losses due to order cancellations. The advantages buyers get from online buying and selling are efficient time and energy, ease of obtaining products, and ease of securing price comparison information. Meanwhile, the weaknesses of online buying and selling for buyers are consumerism, wastefulness, and fraud.

Online buying and selling transactions can be a transition from implementing the greeting contract, provided that both parties have the same understanding of responsibility and trust. Systemically, buying and selling transactions on Shopee are said to be by the greeting contract. Regarding problems that occur, for example, product discrepancies or delivery times, it is said to be a human error. Because in conventional markets, it is also difficult to find perfection in human behavior. Muamalah activities can be carried out well if all parties involved have the same sense of responsibility, trust, honesty, and trustworthiness.

This research suggests that future researchers conduct more in-depth research on marketplaces other than Shopee. There are still many other large samples located in Indonesia. Apart from that, several other marketplaces have different techniques and systems. Regarding user quantity, it also has millions of users spread out and consisting of several groups. The need for additional samples will result in greater generalization of the results of the conclusion analysis.

References

- Abduroman, D., Putra, H. M., & Nurdin, I. (2020). Tinjauan Fiqih Muamalah Terhadap Jual Beli Online. *Ecopreneur: Jurnal Program Studi Ekonomi Syariah*, 1(2), 35-48.
- Ardi, M. (2016). Asas-Asas Perjanjian (Akad), Hukum Kontrak Syariah Dalam Penerapan Salam Dan Istisna. *Diktum: Jurnal Syariah Dan Hukum*, 14(2), 265-279.
- Asni, F., & Sulong, J. (2018). Hybrid Contracts According To Islamic Perspective. *International Journal Of Academic Research In Business And Social Sciences*, 8(5), 453-458.
- Darmawansyah, T. T., & Polindi, M. (2020). Akad As-Salam Dalam Sistem Jual Beli Online (Studi Kasus Online Shopping Di Lazada. Co. Id). *Jurnal Aghniya*, 3(1), 20-39.
- Fadhillah, A., Zebua, Y., & Prayoga, Y. (2021). Analysis Of Information Quality, Trust And Satisfaction On Customer Participation (Case Study On Customer Online Shop Shopee In Rantauprapat). *Budapest International Research And Critics Institute-Journal (Birci-Journal)*, 2(2), 3039-3051.
- Fitria, T. N. (2017). Bisnis Jual Beli Online (Online Shop) Dalam Hukum Islam Dan Hukum Negara. *Jurnal Ilmiah Ekonomi Islam*, 3(01), 52-62.
- Hasanah, U. (2018). Bay'al-Salam Dan Bay'al-Istisna'(Kajian Terhadap Produk Perekonomian Islam). *Intiqad: Jurnal Agama Dan Pendidikan Islam*, 10(1), 162-173.
- Kbbi, K. (2016). Kamus Besar Bahasa Indonesia (Kbbi). *Kementerian Pendidikan Dan Budaya*.
- Kollmann, T. (2001). Measuring The Acceptance Of Electronic Marketplaces: A Study Based On A Used-Car Trading Site. *Journal Of Computer-Mediated Communication*, 6(2), Jcmc625.
- Lubaba, A., Paturrohan, P., & Khorîâ, F. (2021). Tinjauan Ekonomi Islam Terhadap Mekanisme Dropshipping Dalam Jual Beli Online Dengan Menggunakan Konsep Bai'â€™ As-Salam. *Ecopreneur: Jurnal Program Studi Ekonomi Syariah*, 2(2), 186-200.
- Mahri, A. J. W., Al Arif, M. N. R., Widiastuti, T., & Fajri, M. (2021). Ekonomi Pembangunan Islam. *Advances In Social Science, Education And Humanities Research; Publisher: Atlantis Press*, 1(1), Juni.
- Mohamad, M. H. (2014). Promise (Wa'ad) And Contract ('Aqad) According To Islamic Law: A Comparative Study. *Online Journal Of Research In Islamic Studies*, 1(1), 63-85.
- Muhammad, M. Z., & Chong, R. (2007). The Contract Of Bay'al-Salam And Istisna'in Islamic Commercial Law: A Comparative Analysis. *Labuan E-Journal Of Muamalat And Society (Ljms)*, 1, 21-28.
- Mui, D. (2000). Fatwa Dewan Syari'ah Nasional No: 05/Dsn-Mui/Iv/2000 Tentang Jual Beli Salam. *Himpunan Fatwa Dsn Mui*, 1-4.
- Palevy, M. R., Furqani, H., & Hasnita, N. (2020). Sistem Transaksi Dan Pertanggungans Risiko Dalam Jual Beli Dropshipping Menurut Perspektif Ekonomi Islam. *Journal Of Sharia Economics*, 1(2), 99-119.
- Panggabean, S. A., & Tanjung, A. (2022). Jual Beli Online Dalam Perspektif Hukum Islam Dan Hukum Negara. *Jesya (Jurnal Ekonomi Dan Ekonomi Syariah)*, 5(2), 1504-1511.
- Pratama, G. (2020). Analisis Transaksi Jual Beli Online Melalui Website Marketplace Shopee Menurut Konsep Bisnis Di Masa Pandemic Covid 19. *Ecopreneur: Jurnal Program Studi Ekonomi Syariah*, 1(2), 21-34.
- Saprida, S. (2018). Akad Salam Dalam Transaksi Jual Beli. *Mizan: Journal Of Islamic Law*, 4(1).
- Sarmigi, E., Ayudia, W., & Putra, F. E. (2022). Akad Dalam Transaksi Ekonomi Syariah. *Istishab: Journal Of Islamic Law*, 3(02), 1-10.

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Xiaoping, Z., Chunxia, W., Dong, T., & Xiaoshuan, Z. (2009). B2b E-Marketplace Adoption In Agriculture. *Journal Of Software*, 4(3), 232-239.

Zuhdi, M. H. (2017). Prinsip-Prinsip Akad Dalam Transaksi Ekonomi Islam. *Iqtishaduna*, 8(1), 78-115.