



Fiqh Al-Bai's Review of Online Buying and Selling in Special Groups on Facebook Platform

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Abstract

Online buying and selling activities on the Facebook platform specifically for residents of Grand Cikarang City housing under the name of the Online Market group "Pasar Khusus COD Grand Cikarang City". With the development of online buying and selling, various kinds of risks arise that will haunt users, especially buyers, such as fraud, the obscurity of goods (gharar), incompatibility of goods and prices that reach the hands of the consumers, and so on. The purpose of this study is to find out the mechanism of buying and selling online in special groups on the Facebook platform and to find out the harmonization of Sharia Economic Law with buying and selling online in special market groups on the Facebook platform. The research method used in this research is a descriptive research method with qualitative data types. The results obtained in this study can be concluded that the implementation of online buying and selling in special groups on the Facebook platform uses a salam contract. There are cases where there is often uncertainty in terms of goods, prices, and the lack of certainty for the buyer to return the goods.

Keywords:

Online Buying and Selling;

Facebook; Gharar

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INTRODUCTION

Along with the sophisticated technology in the digital era, communication and information technology have provided all the conveniences that make all activities can be done anywhere. The internet today can not only be accessed with a computer but also with a smartphone. For many people, the internet has become a great business tool, where small merchants or large merchants both have opportunities in marketing their products.¹

One of the platforms that are very popular among children, teenagers, and adults is Facebook platform. In general, online buying and selling activities on the *Facebook platform* use the *COD (Cash On Delivery)* payment method. The use of the *COD* method is more in demand by the public because it is safer and provides various benefits for potential buyers. *COD (Cash On Delivery)* is a payment transaction made by a prospective buyer with the seller when they meet at an agreed place.² *COD* buying and selling is a sale and purchase in which the seller and prospective buyer agree to meet somewhere and then the seller hands over the goods, and the prospective buyer checks the goods, if the buyer is satisfied with the goods, then the money will be handed over. Briefly, this system adheres to the principle of 'there is money, there are goods'.³

Online buying and selling activities on the *Facebook* platform have been loved by many people. Even including residents of Grand Cikarang City Housing in Karang Raharja Village, North Cikarang District, Bekasi Regency also participated in utilizing the group feature provided by *Facebook* just to create a special buying and selling community virtually. There are many names of buying and selling groups that are specifically for these residential residents but there is one group whose membership reaches tens of thousands, namely the name PASAR ONLINE "KHUSUS *COD* GRAND CIKARANG CITY".

This devoted *online* buying and selling market was founded in 2017 by one of the residential residents. A decent distance that takes time to go to the traditional market is one of the reasons why residents are reluctant to come to it. In a special online market, the sales system uses the way of *Pre-Order* or ordering goods in advance and the payment system uses the *COD payment method (Cash On Delivery)*. The steps in the transaction process, usually sellers and buyers must first join as members in the *cod* grand cikarang city online market group then each member can become a seller or buyer, for sellers upload photos of their products that have been described in the description and price of the products listed, then the buyer sees what is being sold if interested or interested buyers provide comments in the comments column that has been Provided either ask about the product or provide interest in the product by including the home address, according to the time specified in the upload description the seller sends the item to the buyer's home address.

The implementation of buying and selling carried out *online* has the disadvantage of several problems that have the potential to harm one of the parties, either the seller or the buyer. Many aspects can be the cause of a buying and selling transaction considered unhealthy, such as fraud among sellers, buyers, and objects of goods.⁴

DSN MUI Fatwa No. 05/DSN MUI/IV/2000 on Buying and Selling Salam explaining the

¹ Agung Bunowo and Irawan Eka Praditya, *Teknologi, Komunikasi Dan Informasi* (Jakarta: Pusat Perbukuan, 2010), 12.

² Nufian Febriani and Wayan Weda Asmara Dewi, *Perilaku Konsumen di Era Digital: Beserta Studi Kasus* (Malang\): Universitas Brawijaya Press, 2019).

³ J. Setyaji and Agus W, *Jualan Laris Daan Beli Aman; Buat Agan2 Di Forum Jual/ Beli Kaskus* (Jakarta: Mediakita, n.d.).

⁴ Yudha Sri Wulandari, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli E-Commerce," *Ajudikasi: Jurnal Ilmu Hukum* 2, no. 2 (2018): 199–210, <https://doi.org/10.30656/ajudikasi.v2i2.687>.

Delivery of Goods Before or in Time: First, the Seller must deliver the goods on time with the agreed quality and quantity; Secondly If the seller delivers a higher quality item, the seller should not ask for an additional price; Thirdly, If the seller delivers goods of lower quality, and the buyer willingly accepts them, then he should not demand a price reduction (discount); Fourthly, the Seller can deliver the goods faster than the agreed time on the condition that the quality and quantity of the goods are by the agreement, and he must not demand additional prices; Fifth, If all or part of the goods are not available at the time of delivery, or the quality is lower and the buyer is not willing to accept them, then he has two options: cancel the contract and ask for the money back; Wait until the goods are available.

A buying and selling transaction has not been said to be valid before the *ijab* and *qabul* are carried out because the *ijab* and *qabul* show willingness. The existence of willingness cannot be seen because willingness is related to the heart, willingness can be known through the signs of birth, signs that indicate willingness are *ijab* and *qabul*,⁵ the Messenger of Allah Saw. said:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ عَنْ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ لَا يَخْتَرِقَنَّ ابْنَانِ إِلَّا عَنْ تَرَاضٍ
(رواه ابوداود الترمذی)

This means; "From *Abi Hurairah r.a. of the Prophet Saw. Said: let not two men who buy and sell part before they are pleased each other*" (Annals of Abu Daud and Tirmidzi).⁶

From the basis of buying and selling in the implementation of buying and selling on a special *online* market, sometimes the goods sold are not by the provisions of the product details listed in the upload, some sellers increase prices unreasonably, some buyers provide fake addresses, there are additional costs when the goods arrive home without an agreement at the beginning of a description in the previous description, And there is also the seller deliberately misaddressing the item by putting the item into a house where there is no one where when the homeowner comes feeling confused so that there is a sense of willingness and unwillingness to pay for the item or deliberately the seller lies to the occupant of one of the houses that his family ordered the item so that the item is sold.

RESEARCH METHODS

This research is a qualitative descriptive field research, located in Perum Grand Cikarang City. The approach used is juridical-empirical, namely analyzing a problem using laws and regulations which are then collaborated with empirical data in the field.⁷ The data that has been collected is then processed using data reduction analysis, data presentation, and conclusion.⁸

RESULTS AND DISCUSSION

Buying and Selling Online in Special Groups On the Facebook Platform

In the beginning, *Facebook* was only used as a means of exchanging information, *chatting*, exchanging and sharing photos as well as videos, and so on. Over time, Facebook can now be used

⁵ Munir Salim, "Jual Beli Secara Online Menurut Pandangan Hukum Islam," *Al Daulah : Jurnal Hukum Pidana Dan Ketatanegaraan* 6, no. 2 (2017): 371–86, <https://doi.org/10.24252/ad.v6i2.4890>; Retno Dyah Pekerti and Eliada Herwiyanti, "Transaksi Jual Beli Online dalam Perspektif Syariah Madzhab Asy-Syafi'i," *Jurnal Ekonomi, Bisnis, dan Akuntansi* 20, no. 2 (March 21, 2018), <https://doi.org/10.32424/jeba.v20i2.1108>.

⁶ Abdurrahman Al-Jaziri, *Al-Fiqh 'Ala Madzhab al-Arba'Ab* (Beirut: Dar al-Kutub al-Ilmiyyah, 1990), 151.

⁷ Soerjono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: Universitas Indonesia (UI-Press), 2006).

⁸ Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif dan R&D* (Bandung: Alfabeta, 2012).

as a forum for buying and selling transactions. Containers on Facebook are such as *marketplaces*, forums, or groups. One of the special groups in the Grand Cikarang City residential community is the "Special COD Grand Cikarang City" *Online Market*.

A special group for *online* buying and selling on the *Facebook platform*, namely the *Online Market "Special COD Grand Cikarang City"* was created on October 24, 2016. The special group now has 58,365 members, both active and inactive members. Active members are members who are always active whether they are just viewing, selling, or even buying an item on the forum, while inactive members are divided into two, namely members who use their Facebook account only to sell or buy goods which then the account is only used once when making buying and selling transactions, after the buying and selling transaction is over the account is not reused, usually, the account used is not the original account of the account owner *Facebook*, then the second inactive member is a member who only uses this forum when in need, so only at certain times, either going to buy or sell goods or just to look at the market price of an item.⁹

As for the things to note when joining this special group:

- a. Prospective members have a *Facebook* account.
- b. Residents of Grand Cikarang City Housing.
- c. Answer questions created by the admin of the group.

On the *Online Market" COD Grand Cikarang City Only"* there are no age, gender, and time rules. So this particular group can be used at any time of day by anyone. In this special group, not only selling one type of goods but various types of goods can be searched in this group such as food and beverages, vegetables, electronic goods, homes, accessories, service tenants, and many others. In this particular group, there is also no prohibition on selling new items, second items, and items that have been damaged or completely dead.¹⁰

Implementation of Online Buying and Selling in Special Groups on the Facebook Platform According to Sharia Economic Law

Buying and selling *online* in these special groups, the more members who join, the more interested they are in becoming sellers. As for how to transact in this group by:¹¹

- a. Business actors first post the goods to be sold, by including pictures/photos, then price provisions and specifications and conditions of the goods, as well as telephone/WhatsApp numbers that can be contacted.
- b. If there are potential buyers who are interested in the goods posted, then the buyer can comment in the comments column of the post or can contact the number that has been listed by stating his order and home address.
- c. The goods that are the object of sale and purchase will be sent by the seller directly to the buyer's home address.
- d. A buyer will pay the payment when the seller delivers to his home.

Online buying and selling, which is currently becoming more and more rapidly growing among the general public, is inseparable from the various risks that haunt it. One of them is the risk of goods that do not match the order. Sharia economic law clearly states that buying and

⁹ "Data: Grup Pasar Online 'Khusus COD Grand Cikarang City,'" April 14, 2022.

¹⁰ Sonna, Wawancara dengan Ibu Sonna salah satu admin di grup Pasar Online "Khusus COD Grand Cikarang City", interview by Retno Komalasari, April 15, 2022.

¹¹ Sonna.

selling must be based on consensual or mutual *respect* between the two parties, without the slightest feeling of disadvantage. By the postulate mentioned in the Qur'an surah al-Nisa (4) verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

It means: "O people of faith, do not eat of each other's treasures by a vanity path, except by the consensual way of commerce among you. And ye shall not kill yourselves; verily Allah is Most Merciful to you."¹²

The paragraph states that buying and selling of any kind, including this kind of *online* buying and selling must be based on the principle of consensual or consensual between both parties, if one of the sellers and buyers feels aggrieved then the contract is void (*fashid*). The reality that occurs in buying and selling in the Online Market Facebook platform group "Specifically for COD Grand Cikarang City, there is contrary to the provisions above, namely when the goods that arrive at the consumer's hands are not following the order, either due to defects, wrong sizes, different colors or different from the specifications that have been mentioned in the description of the goods on the product page. This causes losses for one of the parties, namely the buyer. He was dissatisfied with the goods that came but did not match the order. When this happens, Islam automatically prohibits any party from feeling disadvantaged, including buyers here.

In essence, buying and selling must be based on the principle of consensual.

الأصل في العقد رضی المتعاقدين ونتيجته ما ألتزم به المتعاقدان

It means: "The law of origin in the transaction is the willingness of both parties to the contract, the result is the validity of the one in question."¹³

Transactions are the main principle. Therefore, a transaction is only valid if it is based in the favor of both parties. That means it is not valid for an agreement if one of the parties is in a forced or forced state or also feels deceived. It can happen at the time of the contract to each other, but then one of the parties feels deceived. This means that if there is a loss of pleasure, then the contract can be canceled. For example, the problem that the author raises, namely when the buyer does not agree with the goods that do not match the order. Like there is a defect in the goods.¹⁴

A shorter phrase was uttered by Imam Ibn Taimiyah:

الأصل في العقود رضا المتعاقدين

It means: "The basis of the contract is the joy of both parties."¹⁵

Based on the above rules, the first rule is the *muamalah* parent rule which mentions the ability to make a name before there is a proposition that prohibits it. Then the two derivative rules as stated by Ibn Taimiyah who stated unequivocally, that pleasure is a fundamental principle in contracting, including buying and selling, which in this case is *online* buying and selling (*Salam*).¹⁶

¹² Nazri Adlany, Hanafie Tamam, and Faruq Nasution, *Al qur'an terjemah Indonesia* (Jakarta: Sari Agung, 2005), 83.

¹³ H. A. Djazuli, *Kaidah-Kaidah Fikih: Kaidah-Kaidah Hukum Islam dalam Menyelesaikan Masalah-Masalah yang Praktis* (Jakarta: Kencana, 2006), 225.

¹⁴ Muhammad Harfin Zuhdi, "Prinsip-Prinsip Akad Dalam Transaksi Ekonomi Islam," *IQTISHADUNA* 8, no. 1 (2017): 78–115, <https://doi.org/10.20414/iqtishaduna.v8i1.403>.

¹⁵ Djazuli, *Kaidah-kaidah fikih*, 226.

¹⁶ Fathurrahman Azhari, *Qawaid Fiqhiyyah Muamalah* (Banjarmasin: Lembaga Pemberdayaan Kualitas Ummat (LKPU), 2015).

Similarly, in the compilation of sharia economic law, this relates to the '*bai*' pillar contained in book 1 of Chapter IV Part One of Article 56, precisely point C that the pillar of buying and selling (*bai'*) must be based on agreement. In other words, do not let something happen that can tarnish the existence of an agreement, even though at the beginning you have agreed and made a contract, but if in the end it is tainted with the existence of goods that are not by the order. So, this trade does not meet the pillars. It also goes on to article 73 on *bai's* special conditions, which reads:

"The special conditions associated with the sale and purchase agreement are considered valid and binding if they benefit the parties"

It is expressly stated that buying and selling (*bai'*) is valid if the transaction carried out benefits both parties. This means that if one of the parties is harmed, the sale and purchase are considered invalid based on the compilation of sharia economic law.

From several existing cases, there is often fraud against goods and prices or disappointments that are often faced by buyers. In the previous explanation, it has been explained that buying and selling in a special group on the *Facebook platform* contains elements of *gharar* which are included in prohibited buying and selling.

Buying and selling in a special group on the Facebook platform are in practice by the practice of salam contract even though it has elements that are not following the salam contract. The salam contract contains a small *gharar* until it is allowed by the *jumhur ulama*.¹⁷ However, it is noted that the *gharar* on this salam contract is not supplemented by the other *gharars*. If one *gharar* alone can cause losses to the buyer, then do not add to the other potential losses that must be carried by the buyer. Automatically this contract becomes one banned by the *syara'* for the reason of *irtikabu al-dlararain* (potential multi-loss). Any action that has the potential to cause harm presupposes an attempt to avoid it (*al-dlararu yuzal*).¹⁸

Previously, it was explained that the payment system used was cash on delivery. In sharia economic law the payment is the same as the debt of goods. According to *jumhur ulama*, the debt of goods is allowed to be allowed. The essence of the debt contract is to foster harmony (*al-irfaq*), so online goods debt (COD) only applies to parties that are already known and well known by the buyer. This nature of knowledge is based on '*urf* (tradition) because help and redress/guarantee (*dlaman*) is only possible when both parties know each other. Without the element of knowing each other, there is indirectly an element of *maisir* (*gambling*). Conducting a random COD system to potential buyers, without being based on the main purpose of allowing debt contracts, namely fostering harmony (*qashdu al-irfaq*), is an act that is prone to losses, so it is prohibited because of its *gharar* and *dlarar* elements.¹⁹

Although there are problems in buying and selling transactions in special groups on the *Facebook platform*, there are still many residents of Grand Cikarang City perum who use them for buying and selling transactions. Especially business actors who run *online* businesses and buyers. The problems that arise for both business actors as sellers and consumers as buyers are considered lessons to remain cautious in making buying and selling transactions.

¹⁷ Ammi Nur Baits, *Halal Haram Bisnis Online* (Muamalah Publishing, n.d.).

¹⁸ Jaih Mubarak and Hasanuddin, *Fikih Mua'alah Maliyyah Prinsip-Prinsip Perjanjian* (Bandung: Simbiosis Rekatama Media, 2017).

¹⁹ Imam Mustofa, "Transaksi Elektronik (E-Commerce) Dalam Perspektif Fikih," *Jurnal Hukum Islam* 10, no. 2 (2012), <https://doi.org/10.28918/jhi.v10i2.563>.

CONCLUSION

Based on the explanation above regarding online buying and selling in a special group on the Facebook platform, it can be concluded that online buying and selling in a special group on the Facebook platform is not following sharia economic law due to the uncertainty of both goods and prices, the absence of an option for buyers to cancel the contract and the cod payment method is not following the Fatwa DSN MUI No. 5 the Year 2000 in the first and fourth points, as well as the lost misfortune into a defect in the contract because it harms one of the parties, this is not following the Compilation of Sharia Economic Law articles 56 and 73.

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