

Islamic Law Review About Transactions Sell Buy On Line Through The Internet

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A. Introduction

The development of information technology, especially the internet lately penetrated almost all lines of life including in the business world. With the help of this technology the business people feel very easy to communicate their merchandise, ranging from supply of goods to the sale and purchase transactions. The emergence of internet technology is inviting problems in the field of Islamic law that was never discussed by the imam madhhab fiqh in the classical period.

While the Qur'an which is the main source of Islamic law contains a general rule that is complete and can always be applied anywhere and anytime. Allah says in the letter of an-Nahl verse 89 which means: "And We sent unto you (Muhammad) the Book to explain all things and guidance and mercy and good tidings for those who submit" (An-Nahl. 16:86).

Therefore, if there is a legal issue that has not been discussed then as the ummah of Islam is obliged to discuss and seek its legal certainty through istinbath method as predetermined by the previous 'ulama'.

On the basis of this paper will examine the problem: "The Islamic Legal Tariff on Sale and Purchase Transactions on Line Through Internet".

B. Sale and Purchase In Islamic Law

1. Understanding and Terms of Buy and Sell

The buying and selling in Arabic 'al-bai' according to 'Hanafiyah' ulama is: "Exchange property with property in the form of transfer of property and possession", or "Exchanging something desired with equivalent through certain useful ways". According to the definition of a sale and purchase carried out in a certain way, meaning through a contract of consent (the statement of the buyer to buy certain goods), and kabul (statement of the seller to sell the goods), or can also provide mutual goods and prices between the seller and the buyer .

Furthermore still according to the definition that the property traded must be useful. Therefore buying and selling of useless items such as khamr and carrion is illegal. Meanwhile, according to Maliki, Shafi and Hanbali, the sale is: "Exchange property with property in the form of transfer of property and possession". In this definition they emphasize the word "possession" and "possession", as there are also non-proprietary exchange of property, such as leases. (Dahlan, 1996, III: 827).

The get along and terms of sale and purchase are: First the seller; he must be healthy minded, and have the goods sold or get permission to sell them. Second the buyer; he must be a healthy person. Third the existence of goods sold; required the goods must be kosher, clean, can be submitted to the buyer and can be known by the buyer even if only its characteristics.

Fourth, the existence of contract language / transaction; namely the consent and the handing-over (submission) with a strict word or a phrase that indicates an agreement, for example with certain writings, gestures, or actions. The fifth existence of willingness both parties, namely mutual relinquish between the seller and buyer about goods traded (al-Jazairy, 1995: 300).

Meanwhile, according to the majority of scholars' jurisprudence and terms of sale and purchase are: First the aqid (people who transact), namely sellers and buyers. In this case required for both must tamyiz (can distinguish the good and the ugly) and ikhtiyar (no coercion). Secondly there should be goods that are traded. In this case it is required that the goods must be sacred, must exist when transactions occur, must be handed over, must be able to know the characteristics, and should not be hidden. The third transaction (ijab qabul). Required in this qabul's consent should be in one majlis, no intervals, no allegiance, and can be heard (al-Zuhaily, 1989, IV: 398).

2. Sale and Purchase Prohibited

The scholars' remarked that there are some buying and selling practices that are prohibited in Islamic Sharia, among others: Usury, deception, and gharar.

a. Usury

Language usury means excess or extra. Meanwhile, according to the term 'ulama' fiqh, usury means excess wealth in a muamalah with no reward instead (Dahlan, V, 1997: 1497). Practice muamalah that usury is prohibited by Allah as contained in the letter of al-Baqarah verse 275 which means: "Allah justifies the sale and purchase and forbid usury". (Surah 2: 275)

Messenger of Allah. strictly also prohibits the practice of muamalah this usury, as can be seen in a hadith history of Muslim imams which means: "Rasulullah SAW cursed usury usage, the person who feeds, both witnesses and recorders, he said" they are the same "(Muslim)

Furthermore the scholars 'divide usury into two kinds, First usury fadhl namely: "The advantages on one such treasure sold with the size syara". The size of the syara 'referred to here is a certain scale or measure, such as kilograms. For example 1 kilo gram of rice sold with 1.5 kilograms. Excess of 0.5 kilo grams of rice is called usury fadhl. This buying and selling is only valid in muqayadhah (barter); ie goods are exchanged for goods and not with money.

The two usury of nasi'ah are: "The excess of the receivables given by the person owed to the owner of the capital when the agreed time is due". In the sale and purchase of barter, usury nasi'ah can occur by way of buying and selling similar goods by overstating one of them, the payment is postponed. For example, purchase a kilo gram of sugar with two kilo grams paid the next month. The advantages coupled with the delay of payment include usury nasi'ah (Dahlan, V 1997: 1498).

Forbidden of usury in the practice of buying and selling is due to one party feel harmed, so the element 'an taradhin "(mutual relief) which is the principle in bermuamalah not fulfilled. Therefore all kinds of buying and selling practices of usury should be avoided in bermuamalah daily.

b. Deception

Islam strictly prohibits all forms of fraud, including in the practice of buying and selling. In a narrated tradition it is mentioned that one day the Prophet was passing in a market and saw there was a pile of fruit. When he examined the fruit he got the bottom of the pile was wet, and the top was dry, he then scolded the seller of the merchandise because it was deemed to have deceived the prospective buyer, saying: "Whoever deceives then he does not belong to our class" (HR. Muslim).

Informing the defective merchandise as alluded to in the above hadith is a very important principle in business ethics, so buyers will not be deceived. This principle seems to be often violated, even found in the practice of selling goods today, the seller deliberately closed the defect of his goods to reap bigger profits. This is clearly forbidden in Islamic law.

c. Gharar

Gharar which means "unclear" by the scholars' fiqh is defined as the practice of buying and selling which contains an element of vagueness about form, model, nature, type, and others (Qardhowi, 1995: 10). Sale and purchase of this gharar occurs when the type of goods transacted without any clarity of size and nature, so it contains risks for both parties (sellers and buyers). The willingness which is the principle in practice of buying and selling seems difficult to be realized in practice of buying and selling this gharar. Therefore the practice of buying and selling is not allowed in Islam.

Some examples of this practice of buying gharar, such as buying and selling fish that are still in the water, as a prohibition in the hadith Ahmad imam history which means: "Do not sell fish that are in the water, because in fact it includes gharar" (HR Ahmad) . Also buying and selling fruits before they are obviously edible, and feathers that are still on the backs of animals, as stated in a hadith narrated by Imam Ahmad: "The Messenger of Allah. prohibits the selling of fruits until they can be eaten, and feathers that are still on the animal's back (HR Tobroni).

The practice of buying and selling like this actually includes fraud, even it will be harmful to both parties (the seller and buyer). Therefore the practice of buying and selling this gharar is strictly prohibited in Islamic law, as stated in a hadith narrated by Imam Muslim which means as follows: "From Abu Hurairah r.a. that Rasulullah SAW. prohibit buying and selling 'hasha' and gharar "(HR.Muslim)

In addition to these three things, the scholars also agreed to ban some practices of buying and selling takhfif, ihtikar and goods that have been purchased by others.

d. Tathfif.

Tathfif in question is to cheat in buying and selling by reducing the scales, dosage or size of goods that he sells, or excessive goods he bought. The practice of buying and selling like this is strictly prohibited in Islam, as Allah says in Surat al-Muthaffifin verses 1-3 which means as follows: "Woe to those who cheat, they ask to be filled, and when they measure or weigh for others, they subtract "(Sura.83: 1-3).

e. Ihtikar.

Ihtikar is meant here is the hoarding of goods, where someone bought an item with a cheap price at a time then sold at a very expensive price at another time. The practice of buying and selling of this kind clearly contains speculation, in addition will lead to the difficulties of people's lives due to loss of circulation of production goods.

Therefore, Islam strictly prohibits the practice of buying and selling, as affirmed in a hadith narrated Muslim Imam which means: "From Ma'mar bin Abi Ma'mar", Rasulullah SAW said: "No hoarder of goods except the guilty". (Muslim).

3. Sale and Purchase Goods That Have Been Purchased by Others.

The point is that someone sells goods to others, even though the goods have been purchased, so the seller of the goods cancel the transaction to the first buyer because the second buyer would buy it with a more expensive price. The practice of buying and selling like this is prohibited by Islam, because it can offend and greatly disadvantage the first buyer. Related to this Rasulullah affirmed in a narration of hadith which means: "From Abdullah bin Umar R.A. the Messenger of Allah SWT said: "Do not buy among other people's purchases" (Narrated by Bukhari).

4. System of Sale and Purchase in Islamic Law

There are several systems of sale and purchase in Islamic law, among them: Salam, istishna ', and wakalah.

a. Salam system

The greeting referred to here is a sale and purchase transaction that the payment has been made before the goods are delivered (Ibn Rushd, 1988: 124). It is permissible to practice greetings in Islam because the greetings include buying and selling, and the legal origin of the sale and purchase is mubah (al-Jazairy, 2000: 511). According to the shohih history that the Prophet allowed the Companions to practice selling and salam origin of clear dosage, scales, and time. In this case he said: "Whoever practices the salaf (sale and purchase of greetings), should he do it with a measure, a scale, and a clear period of time" (HR Bukhori).

The implementation of the sale and purchase of this greeting must meet several pillars, namely: The existence of muslim (buyer), muslim ilaih (seller), capital or money, muslim fih (goods sold), and shighat or transactions (Wahbah al-Zuhaily, 1989, V : 3604). Furthermore, there are certain conditions that must be met from the get along salam (Antonio, 2001: 109). Among the most important conditions are related to capital and goods. In the case of capital required must be known type, quality and quantity. In addition to this related capital, the salutation pay must be made with the contract system. This is so that the payment provided by the buyer is not used as the seller's debt. More specifically the payment of greetings can not be in the form of debt relief that the seller pays. This is done in order to prevent the practice of usury through the greeting mechanism. The terms associated with the goods are:

- Goods must be specific and can be recognized as debt.
 - Goods must be clearly identified. It is intended to reduce errors due to lack of buyer knowledge about the kind, classification, quality, and quantity of the goods.
 - Delivery of goods is done at a later date. That is, sellers and buyers are allowed to enter into agreement on the date / time of delivery of the goods.
 - Place of delivery of goods. The parties to the transaction shall designate the agreed place in which the goods shall be delivered.
 - Not allowed to change goods with other goods. The clerics' prohibited the replacement of the greetings with other goods, because the goods are already the property of the buyer even though not yet submitted. This is intended to avoid losses on the part of the buyer not to receive goods of lower quality than originally agreed.
- Meanwhile, according to al-Jazairy (2000: 511) sale and purchase greetings are considered valid if it meets the following conditions:
- Payments are made in cash to exclude usury.
 - The commodity should be of a clear nature, so that there will be no conflict.
 - The time of commodity delivery must be clearly determined, and
 - Delivery of money must be made in one assembly, so as not to be considered a debt

b. Istishna system '

Istishna 'according to the language means "ask to be made", whereas by term, istishna' means a transaction containing the demand that shani '(builder / expert) make an order with special features and a certain price (Dahlan, III, 1997: 778). The practice of buying and selling with this system is usually done through a contract order signed together between the buyer and the manufacturer to manufacture a certain type of goods in which the ordered goods are not there. In this contract, the goods manufacturer receives an order from the buyer, then both parties agree on the price and payment system; whether at a cash price, installment, or deferred until a certain time.

According to the majority of scholars 'jurisprudence, istishna trading system' is one type of buying and selling greetings. Therefore, the generally accepted rules on the sale and purchase of greetings also apply to the sale

of *istishna* '. It is only in particular the scholars 'give emphasis in terms of buying and selling *istishna*' which, among others:

- The object of the contract must be described in detail, of its type, size, and characteristics. This requirement is very important to be able to eliminate the element of *al-jahalah* (difficult to identify) which makes this transaction can be canceled.
- The object of the contract is something that has been commonly done through the *istishna* 'contract by the public, such as a message of shoes and kitchen utensils. Therefore the type of goods that become the object of *akad istishna* ' contract can be developed in accordance with the needs of many communities (Dahlan, III, 1997: 779).

Furthermore, the scholars of 'Hanafi school of thought characterize the distinction between sale and purchase of greetings with *istishna*' as follows:

- The sale and purchase agreement is binding, while the contract of sale *istishna* 'is not binding. Therefore, the contract of sale and purchase of greeting can not be canceled unilaterally, while the sale and purchase *istishna* 'can be unilaterally canceled
- In buying and selling greetings required delivery of the price of goods ordered after the contract is agreed, but in *istishna* 'contract is not the case.
- In buying and selling greetings required a certain grace period, whereas in *istishna* 'contract is not the case.
- *Akad* in the sale and purchase of letters in the form of debt that must be completed and the object is a kind of goods that exist for example in the market, such as wardrobes and other household appliances. This is in contrast to the *istishna* 'contract, in which the ordered item is the material, which for example does not exist in the market (Dahlan, III, 1997: 780).

c. Wakalah System

Wakalah means submission, delegation, or mandate. Az-Zuhaily defines *wakalah* as the substitution of a person against another life-time that is compatible with *shari'ah* and is one kind of guardianship (Az-Zuhaily, 1989: 150). According to the scholars' Malikiyah, Syafiiyah, and Hambaliah *wakalah* means the surrender of someone to something that can be represented to others to be done in his lifetime. Meanwhile, according to the cleric 'Hanafiyah, *wakalah* means the act of someone in representing others to spend something as doing for himself.

In general the definition presented by the 'ulama' gives the same meaning, ie the surrender of something by someone to others who can be trusted. Therefore *wakalah* must meet the pillars; the presence of *al-muwakil* (representatives), *al-representatives* (representatives), *al-muwakkal fih* (something represented), and *al-ijab wal qabul* (transactions).

In practice the sale and purchase of *wakalah* system can be applied by giving money to others to buy certain goods as desired. Rasulullah SAW in a history of hadith had also practiced this *wakalah*, as listed in a hadith history which means as follows:

"Narrated from Urwah al-Bariqy, he said, Rasulullah SAW gave money to me a dinar to buy a goat, then I bought two goats, and I sold another one for a denarius. Next I came and handed him a goat and a denarius to tell me my chronology. Then Rasulullah SAW Prays; "May Allah bless you in your trade" (Tirmidhi).

This hadith explains that the Prophet (PBUH) handed over the sale and purchase transaction and payment to a friend named Urwah. This *wakalah* practice in Islam belongs to the category of *ta'awun* (please help) which is advisable, as the word of God in the letter of *al-Maidah* verse 2 which means as follows: "And please-help you in doing (work) good and pious, and do not help -help in sinning and transgression ".

Furthermore, other things that also need to know related to this buying and selling system is *khiyar*.

Khiyar by language means "to choose". Whereas in terms of *fiqh*, *khiyar* means the right to vote for one or both parties conducting a sale and purchase transaction to carry out or cancel the agreed transaction, due to certain matters which make each or one of the parties make that choice (Dahlan III, 1997: 914). The discussion of *khiyar* is presented by the scholars' *fiqh* in the problems concerning the transactions of the civil field, especially economic transactions.

In general the 'fiqh scholars divide *khiyar* into three, namely *khiyar majlis*, *khiyar Syarat*, and *khiyar Aib*) al-Bakri, III: 26).

a. Khiyar Majlis.

Khiyar is the right of choice for both parties who transact to cancel the transaction, as long as they are still in *majllis* (the room where the transaction) and have not separated. In this case Rasulullah SAW said that narrated by Bukhori and Muslim from Abdullah bin Umar which means as follows: "If two people make a sale and purchase transactions, then each party has the right to vote, as long as the two have not split the place (HR Bukhori - Muslim). According to the traditions, two people who are transacting are allowed to cancel their transactions if there is a lack of matches, as long as they are still in the area of the transaction.

b. Khiyar Syarat

Khiyar terms are the voting rights set by the transacting parties to continue or cancel their sale, as long as it is within the specified time limit. For example, the buyer says, "I buy this item from you on condition that I have the right to choose to continue or cancel it within three days". Khiyar this condition is allowed in Islam to protect the consumer's right from the fraudulent elements that may occur from the seller. The maximum time limit specified in the khiyar requirement is three days, as stated in a hadith of Ibn Majah priest's history which means as follows: "You may have all kinds of goods which you have purchased for three days and three nights" (Narrated by Ibnu Majah).

c. Khiyar Aib

Khiyar disgrace in question is the option to cancel or continue the sale and purchase transactions conducted by both parties if there is a defect in the object being traded, and the defect is not known when the transaction took place. For example, someone bought a computer with 80 gyga hard drive capacity, after arriving at home was the capacity of hard drive only 40 gyga. In this case the buyer has the right to cancel the existing transaction. This is in accordance with the hadith narrated by Abu Dawud from Aisha which means as follows: "For there is a man who bought a slave, the slave stayed with him for a while, then it is known that the slave is deformed, then the person reports to the Messenger of Allah. then he decided to return the slave to the original owner "(HR Abu Dawud).

C. On-line Buy and Sell Transactions

1. Internet and its development.

The word internet is an extension of "inter-connection networking" can simply mean "a global network of computers". Thus basically the Internet is a very large computer network, which is formed from small networks that exist around the world, which are connected to each other.

The first successful internet network was first tested in 1969 by U.S. Department of Defense in ARPANet project (Advanced Research Projects Network). Since then the development of the internet took place very rapidly. One of the factors contributing to the proliferation of internet use throughout the world is the development of the World Wide Web (WWW) designed by Tim Berners-Lee and the expert staff at the CERN (Conseil European pour la Recherche Nucleaire) laboratory in Geneva (Switzerland) in 1991 (Diana, 2001: 3).

Things that become an attraction so that the internet can grow rapidly in all parts of the world as a medium of communication, entertainment, and business is because of its superiority can be accessed anytime, anywhere, and by anyone as long as there is facilities and the ability to access it. In addition it is more important than all that the internet can be a medium of chatting, career, cyberporn, and commerce. In detail the capabilities and functions of the internet in everyday applications can be seen among others on the following items (Tjiptono, 2001):

- E-mail that serves to send messages (electronic mail).
- Usenet newgroup is enabled for discussion groups in electronic bulletin boards.
- LISTSER V which is enabled for discussion group using e-mail mailing list servers.
- Chats that work for interactive conversations.
- Telnet that is enabled to enter certain computer systems and work on other computer systems.
- FTP (File Transfer Protocol) which is enabled to transfer files from one computer to another.
- Gophers that serves to place information stored on the internet server using the menu hierarchy.
- WWW (World Wide Web) enabled to retrieve, format, and display information (including text, audio, graphics, and video) by using hypertext links.

2. Internet as a means of buying and selling.

In its development, the internet can be used as a means of business communication, including for buying and selling. The term used in the practice of buying and selling like this is e-commerce; namely trade in the form of goods or services, which are based on the internet. The characteristic of e-commerce is that sellers and buyers meet through internet sites. This site is a replacement of the store or office physically and at the same time a means of interaction between the parties involved in the sale and purchase transactions.

This e-commerce practice is initially still feared by some people, especially about security in making payments on line. This is understandable given the occasional case of fraud. However, these concerns are gradually diminished, as such trade practices have become the idols of modern society, which in the future will continue to be improved and upgraded, thereby ensuring security both in transaction and on-line payments. (Kasim, 2001: 9).

3. Advantages of E-commerce

There are several advantages and advantages of e-commerce systems when compared to conventional systems, especially with regard to efficiency and flexibility.

Efficiency; with e-commerce systems manufacturers can be more efficient in using existing resources. For example, sending documents or correspondence sufficiently through Social Media, such as e-mail, WA, and Telegram, certainly producers can save time and cost is very significant compared through conventional way. To send documents or letters via medsos, it takes only a few seconds and the cost of only a small amount of ISP (internet service provider / internet service) is not too expensive. This is when compared with postal delivery system, of course more expensive cost, longer time, and not necessarily exact address.

Meanwhile, from the consumer side, shopping through e-commerce system can also be more efficient in terms of time and cost, because he no longer need to come to the store or supermarket, and no longer have to spend on transportation costs. In addition, by shopping through this system, consumer opportunities to get products with cheaper price is greater than shopping conventionally.

Flexibility; with e-commerce system manufacturers can offer products anytime and anywhere during the internet facility on line. This certainly helps the producers in selling goods owned production. Thus without having to go to the places of exhibition, the goods to be sold can be known by consumers. Meanwhile, from the consumer side, with this e-commerce system he can see and compare products offered by manufacturers easily and can hold transactions anytime and anywhere as long as there is an internet network.

With this system consumers no longer need time specifically to search for products and entered into transactions in the purchase of goods he wants. This certainly gives more satisfaction to the consumer when compared with the conventional system.

4. E-commerce Payment Transaction Mechanism

One of the biggest issues in implementing e-commerce systems is the mechanism of internet payment transactions (Richardus, 2001: 81). In conventional business everyday, usually a person makes payments to products or services purchased through various ways. The most common way is to pay cash immediately. Another way is to use a credit card (credit card), debit card (debit card), personal check (personal check), or transfer between accounts. The payment process is usually in place diperjual-belikannya a product or service called POS (Point Of Sale).

The principle of payment in e-commerce systems that exist in this virtual world is actually not much different from conventional payments in the real world. It's just that the virtual world that serves as a POS can be accessed easily via computer. The steps taken are:

The first step, consumers looking for products or services desired by browsing the sites of existing companies. Through the on-line catalog, the consumer then determines the items he wants to buy. After entering all the goods (orders in the form of information) into the digital car (digital stroller), then he made the payment by bringing the stroller to the cashier as happened in the supermarket.

the second step, consumers are faced with a page of sites that ask various things in connection with the payment process to be done. Commonly asked questions regarding this activity are:

- How you want to pay, such as transfers, credit cards, and personal checks. If you use a credit card question that appears there usually, the name listed on the card, card number, and expired date. If using a personal check is usually in addition to the check number, also asked the name and bank address that issued the check.
- Data or personal identity of the transactor, such as name, address, and telephone number. If the consumer wishes to make payments by other methods, such as digital checks, he is required to fill in the associated user name and password as authentic proof of transaction over the internet.
- For a company that allows its customers to make payments on an installment basis, it is usually asked for the desired payment terms.

After the consumer completes the electronic form, the company that owns the site will check based on the payment information that has been entered into the system. Through a gateway system (the facility that connects two or more different computer network systems), the company will check (authorize) the associated bank or financial institution against the consumer's preferred payment medium, such as obtaining a visa or mastercard for the type of credit card payment.

The related financial institutions will then authorize and verify the various things, such as the availability of funds, the validity of the payment medium, and the truth of the information. If the chosen mode of payment involves more than one bank or financial institution, the verification fund authorization process will be conducted electronically through a computer network between a bank or an existing financial institution.

The results of the authorization and verification process will automatically be informed to the customer through the company website.

The third step, consumers wait for shipment. If authorization and verification succeed, then the consumer can do the next process, that is waiting for goods sent physically, or consumer can download to digital products that he choose. If authorization and verification fail, the failure message will be notified via the same

site. Various ways are usually done by the company or bank to prove to the consumer that the payment process has been successfully done well, for example:

- Notify by e-mail about the site of sale and purchase transactions products or services that have been done.
- Submitting electronic documents via e-mail or related sites containing sales events and receipts detailing the type of products or services purchased and how payment has been made.
- Send receipt of payment by courier to customer's address or location.
- Record payment transactions or financial institutions whose reports will be provided periodically at the end of the month.

Furthermore, concerning transactions through the internet, there are several things that must be considered, namely:

- Scurity, data or information related to sensitive matters such as credit card numbers and passwords should not be known by unauthorized persons, so as not to be abused.
- Confidentiality, the company must be able to ensure that no other party knows the transaction and payment, except those who are legally required to know, for example the bank.
- Integrity, the system must ensure the validity of the sale and purchase process, ie the price listed and paid only applies to the type of products or services that have been purchased and approved together.
- Authentication, truth checking process. In this case the buyer or the seller is a party who really entitled to transact.
- Authoritazation, a mechanism for checking the validity and ability of a consumer to make a purchase, namely the funds required to make transactions.
- Assurance, a condition that indicates that the consumer is confident that the existing e-commerce company is really competent to conduct buying and selling transactions over the internet; among others having a secure system, no warranty / warranty of goods sold, and not violate the law.

In its development, payment system through internet can be done in various ways. Given the whole mechanism is done in a virtual world full of potential crime, it is a must for large companies to audit the performance of payment systems e-commerce companies, in order to avoid things that are not desirable. Also for the consumer, should not directly believe in the existing companies in this virtual world, so it takes a cautious attitude before he made a transaction.

Therefore the initial stage should be consumer spending by selecting goods that cost cheap first. If it is completely safe, and no problem is found then consumers can continue to shop for products of greater value (Richardus, 2001: 84).

D. Analysis of On-line Selling and Purchasing Transactions Through the Internet According to Islamic Law.

Although buying and selling on line via the internet is a new thing that has not been discussed specifically by the 'ulama' classic, but the basic principles of buying and selling they have set can actually be used as a reference to answer the problem.

Judging from the harmonious and terms of sale and purchase as stated in Islamic law, the sale by intrnet is not contrary to the provisions set by the 'ulama' scholars. This can be seen in the following description:

a. Seller and buyer.

In Islamic law, the seller and the buyer are required to be healthy minded, tamyiz (can distinguish the good and the ugly), and there is no compulsion in buying and selling goods or services. In practice the sale and purchase transactions through internet such requirements are clearly fulfilled. Both the seller and the buyer who make the transaction are definitely sensible. Because it is impossible people with unhealthy minds can operate internet facilities, let alone conduct transactions. Furthermore, about the requirements tamyiz, in practice of buying and selling transactions on line via the internet also must be fulfilled.

Before offering goods, the seller is certainly able to choose a good item to be marketed on the site. Similarly, buyers, as has been mentioned earlier that the buyer mechanism that will conduct transactions over the internet, the first step to go through is to browse the sites of existing companies, then he chose the goods to be purchased. By choosing the items to be purchased then certainly it has tamyiz.

b. Items sold.

In Islamic law the goods sold are required to be known to the buyer even if only his characteristics, and should not be hidden, and must be handed over. In practice of buying and selling via the internet, these conditions are clearly fulfilled. As the authors pointed out earlier that the procedure of buying and selling transactions on line via the internet in the early stages of the buyer choose the goods to be purchased.

This means he sees clearly without hidden items to be purchased even if not physically. Regarding the terms of goods must be handed-over, in buying and selling via the internet is also no problem, because after the buyer pays according to the price specified then the seller will immediately send the goods.

c. Ijab qabul.

In Islamic law *ijab qabul* is a pillar that must exist in the sale and purchase, although not necessarily a language / speech. According to the scholars' as has been pointed out earlier, that this *qabul ijab* is an expression which indicates an agreement between the seller and the buyer, so that the realization can be through speech, writing, deed, and gesture. In practice of buying and selling on line via internet, *qabul ijab* is done through writing by ordering goods that want to be purchased through existing sites.

From the above description it can be seen that the practice of buying and selling transactions on line via the internet is not contrary to the terms of the *get along jual beli* contained in Islamic law.

Furthermore in connection with the sale and purchase is prohibited according to the review of Islamic law, the practice of buying and selling on line via the internet is not one of the types of buying and selling is prohibited. As the authors point out in the previous description, that there are some practices that are prohibited trading, among others, usury, fraud, and *gharar*.

Buying and selling on line through the internet does not include usury practice because there is no element in the overpayment resulting in the loss of one party who transact. The practice of buying and selling on line via the internet also does not contain elements of fraud and *gharar*, because the sellers transparently show their products through the site clearly and dare to give a warranty if it found the product of the less satisfactory the buyer.

In the Islamic legal literature this warranty is included in the *khiyar* discussion, where the buyer gets the right to complain if it turns out the purchased goods do not match the conditions during the transaction.

In terms of applicable mechanisms, buying and selling on line via the internet can be categorized as a greeting system. As has been pointed out in the previous description that the sale and purchase with the system of greetings in Islamic law applied in the way the buyer ordered the goods first and pay money in accordance with the set price, and then the goods shipped later. This system of buying and selling is permissible in Islam, because it was in the days of the Prophet that the Companions had practiced such buying and selling, and he let it. Therefore, the mechanism of selling on line via internet is allowed in Islamic law.

E. Conclusions

From the above description it can be concluded that according to the Islamic legal review of transactions on line via internet is allowed. This is because the sale and purchase transactions do not violate the terms and conditions of sale and purchase as stipulated in Islamic law. From the side of the seller and buyer buying and selling practices have been qualified, namely healthy mind, *tamyiz*, and no coercion in buying and selling goods.

Regarding the goods sold also qualify, which can be known by the buyer, not hidden, and can be handed over. Furthermore, in the case of *qabul ijab* which is done with writing a case in the practice of buying and selling through the internet, also in accordance with Islamic law.

Buying and selling through the internet is also protected from the practice of buying and selling is forbidden according to Islamic law, such as usury and *gharar*. Even in terms of the mechanism, the practice of buying and selling like this includes a system of greetings that also been applied by the companions when the Prophet was still alive.

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