

A Review of Sharia Economic Law on the Application of the Rule of *Riba* in Online Sales and Purchases on the Shopee and Facebook Platforms

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ABSTRACT

Sale and purchase transactions are one of the most basic activities of humans to meet their needs. However, some modern transaction issues can perplex people, particularly those made through shopping platforms and social media. Among these issues are the rules governing *riba* (usury) in sale and purchase transactions. This can lead to the actors in the transactions falling into forbidden activities without even realizing it. This research is a descriptive qualitative literature review. Primary data were in the form of verses from the Qur'an and Prophetic traditions concerning *riba*, as well as secondary data in the form of literature and related studies. Based on the finding of this research, there are two types of *riba* in sale and purchase contracts: *riba al-fadhl* and *riba an-nasi'ah*. Both types are widely found in various online transactions, even though it is well understood that *riba* is *haram* and falls under the category of major sins. It is expected that by understanding these rules, online buyers and sellers will be more cautious with the transactions.

Keywords: Sale and Purchase, Online, Platform, Interest, Islamic Economy.

1. INTRODUCTION

Selling and purchasing activities are the basic needs in social life. Every individual must carry out this transaction to meet his or her basic needs. Allah, the Most Gracious, permits His servants to transact to facilitate their attainment of a decent life. As Allah has said: "And Allah has made trading lawful and forbidden riba" (QS. Al-Baqarah [2]: 275). The Prophet expressed the same point when asked, "O Messenger of Allah, which income is better?" He answered: "(the result) of a person's work with his own hands and every sale and purchase are accepted." [1]. It is said in the *mursal* hadith: "Nine-tenths of the livelihood is the trade and one-tenth is livestock."[2].

The researchers chose this theme due to the numerous contemporary transaction problems in sale and purchase transactions through shopping platforms and social media. Among these issues are laws concerning *riba al-buyu'* (usury in sale and purchase). This can lead to the actors involved in the transactions

unintentionally engaging in prohibited activities, creating a very dangerous problem; the blessings of life may be lost as a result of the forbidden (*haram*) transactions they engage in.

Allah the Almighty has warned of this in His word when prohibiting *riba*: "Allah destroys *riba* and gives increase for charities. And Allah does not like every sinning disbeliever" (QS. Al Baqarah [2]: 276). Similarly, the Prophet SAW reminded us not to take illegitimate wealth, by saying: "Flesh that grows from forbidden (*haram*) things will not enter heaven, and the fires of hell are more worthy of it." [1]. Then, he taught his people the fundamental rules of *riba*, he said: "The exchange of gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates, and salt for salt must be of the same type and size, and must be paid in cash. If the type differs, sell it to your heart's content (the size may vary) on the condition that it be paid in cash." [3].

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As a result, every Muslim must be aware of and understand the rules of *riba* contained in sale and purchase transactions to avoid it and bring blessings to himself, his property, his family, and his life. Allah says in the Qur'an: "And if only the people of the cities had believed and feared Allah, We would have opened upon them blessings from the heaven and the earth" (Al-A'raf [7]: 96). The researchers wrote this article titled "A Review of Sharia Economic Law on the Application of the Rule of *Riba* in Online Sales and Purchases on the Shopee and Facebook Platforms", considering Shopee is one of the most widely used online selling and purchasing platforms [4], as well as Facebook.

2. RESEARCH METHOD

This is a descriptive qualitative study in the form of a literature review. The primary data were verses and hadiths concerning *riba*, and secondary data were in the form of literature and related studies from scientific journals, reference books, scientific articles, and other sources that were appropriate and relevant to the object under study. This research focuses on online purchasing and selling transactions (through the internet) that are popular in Indonesia, particularly on the Shopee and Facebook platforms.

3. DEFINITION OF *RIBA* AND ONLINE SALE AND PURCHASE

3.1. Definition of Riba

Riba (generally translated into usury in English) literally means to grow, increase, or exceed. As stated in the verse of the Qur'an: "But, when We send down upon it rain, it <u>quivers and grows</u>" (Fussilat [41]: 39). This verse uses the terms <u>increase and grow</u>. Likewise in His word: "Maybe a community is <u>greater in numbers</u> than another community" (An-Nahl [16]: 92), and this text uses the word increase in number.

According to Muhammad Ar-Razi [5], etymologically, *riba* means to rise, and *rabiyah* means to rise from the ground. Ibnu Manzur [6] argued *riba* on something means to increase and grow.

As for the terms of the scholars of fiqh, *riba* is defined by several definitions, including the following:

Riba, according to the Hanafi school, is a premium or profit that is not subject to compensation under sharia legal standards and is required for one of the parties to enter into a sale and purchase contract [7].

Syafi'iyah scholars argued that *riba* is a contract with a specific medium of exchange that is not known to be identical in the sharia criteria when the contract takes

place, or with the delay of both the medium of exchange or one of them [8].

Hanbaliyah scholars assumed that *riba* can take the form of something in excess, such as exchanging with similar goods, with an overabundance of the measure or scale, or it can take the form of delayed transaction, such as exchanging something with the same measure and scale, even if it is not of the same type, by delaying the delivery of one of them. And this is in relation to special items that are subject to *riba* [9].

Researchers did not find a specific definition of *riba* from Maliki scholars, but only their classification of two types of *riba*, namely *riba an-nasi'ah* and *riba al-fadl* [10].

According to the Indonesian Ulema Council (MUI), based on Fatwa Decree No. 1 of 2004, dated 5 Dzulhijjah 1424 H / January 24, 2004 AD regarding Interest, *riba* is an additional (*ziyadah*) without compensation that occurs due to a delay in previously agreed payments, which is called *riba nasi'a* [11].

From the definitions presented by the scholars above, it can be concluded that *riba* is an addition that is not based on *shari'a* (illegal), without any compensation in sale and purchase transactions, in one of two commodities (*riba al-fadl*), or in the form of additional time for delivery of goods (*riba al-nasi'ah*) contained in *ribawi* goods.

3.2. Definition of Online Sale and Purchase

In language, sale and purchase can be defined as the exchange of something (goods or services) for something else, or as the exchange of commodities (goods) for commodities, or as the exchange of commodities for money [12]. Purchase and sale can be interpreted as an activity in which one pays something in exchange for something in return and receives what is compensated [13]. Terminologically, Yusuf As-Syubaili [14] said, sale and purchase are the exchange of property for ownership.

Online sale and purchase can be defined as the sale and purchase of goods or services through electronic media or the internet network, as discovered on the Shopee and Facebook platforms.

According to Tira Nur Fitria [15], The term "sale and purchase" refers to buying and selling through electronic media rather than face-to-face transactions between sellers and buyers. However, before the transaction, this transaction acknowledges the characteristics and types of goods, prioritizes payment of the price, and detains delivery of the goods.

Based on the aforementioned explanation, it can be concluded that online sale and purchase are buying and selling transactions that take place



through electronic media (internet network), both buying and selling goods and services, with specifications that have been mentioned and agreed upon prior to the contract, by prioritizing payment of the price, and detaining the delivery of the goods.

4. THE LAW OF RIBA

The scholars have stated that the *haram* or illegal properties derived from business results are primarily caused by one of three factors, namely injustice, *gharar* (fraud), and *riba*. As Ibn Utsaimin said: "As long as there is no injustice, fraud or *riba*, basically the sale and purchase is legal."[16]

The discussion in this research focuses on the third factor, *riba*, both *riba al-fadhl* and *riba an-nasi'ah*.

Riba is a major sin that is forbidden by all heavenly religions. The prohibition is clearly and unequivocally stated in the texts of the Qur'anic verses, Al-Hadith, and the consensus of scholars in Islam.

4.1. The Justifications for Prohibitin Riba

4.1.1. Justification from the Qur'an

The following verses explain the reasons for prohibition of *riba*:

- The word of Allah 'Azza wa Jalla which means: "O you who have believed, do not consume *riba*, doubled and multiplied, but fear Allah that you may be successful." (Ali Imran [3]: 130).
- Then His word: "and Allah has forbidden *riba*." (Al-Baqarah [2]: 275).
- And also: "O, you who have believed, fear Allah and give up what remains [due to you] of *riba*, if you should be believers. And if you do not, then, be informed of a war [against you] from Allah and His Messenger" (Al-Baqarah [2]: 278-279).

These verses contain very strong warnings to those who continue to engage in *riba* transactions after the warning has been issued. Ibn Juraij asserted: Ibn Abbas stated that His word "then declare war" means the war from Allah and His Messenger. The obvious link between the prohibitions in these verses and the strong threats and warnings, as well as the announcement of war from Allah and His Messenger against the perpetrators of *riba*, is clear evidence of the prohibition of *riba*. In addition, there are also other impacts of damage and losses due to muamalah containing *riba* in social life, from social and economic aspects.

4.1.2. Justification from Hadiths

Among the hadiths indicating the prohibition of *riba* are:

- The words of the Prophet sallallaahu 'alaihi wa sallam: "Avoid the seven sins that destroy." The companions asked: O Messenger of Allah, what are they? He said: "Associating partners with Allah, sorcery, killing the soul which Allah has forbidden except with the right, taking *riba*, taking the property of orphans, fleeing from war, and accusing the adulterers of believing women who guard their chastity."[17]. It mentions *riba* because it is a destructive thing.
- Then he said: "Allah has cursed the one who takes *riba*, the one who pays it, the one who witnesses it, and the one who writes it down."
 [1]. Being cursed indicates a major sin.
- And the Prophet said: "One dirham of riba consumed while knowing it is a greater sin than thirty-six times adultery"[1].
- He also said: There are seventy levels of *riba*, the lowest of which is the sin of committing adultery with one's mother, and the highest is someone who tarnishes the honor of his Muslim brother."[18].
- He also stated, "If adultery and *riba* arise in a country, then they have inflicted Allah's punishment on themselves." [19]. This means that the spread of *riba* in a region is a guarantee of Allah's wrath falling on them.

4.1.3. Justification from Ijma'

Ibnu Qudamah [20] stated Muslims agree that *riba* is prohibited. Al-Mawardi argued that *riba* is never permitted by any shari'a because Allah has said: "And [for] their taking of *riba* while they had been forbidden from it" (An-Nisaa` [4]: 161), which means *riba* was prohibited in the previous holy books [8].

4.2. The Reasons for the Prohibition of Riba

Among Allah's attributes of wisdom, as a manifestation of His compassion for His servants, He justifies what is good and beneficial to them while forbidding what is bad and harmful. Similarly, *riba* is prohibited for the following reasons:

4.2.1. Riba is an injustice

Qur'an shows that a person has the right to take something worth his capital without any additional. In Islamic law, the addition of capital because of the addition of the payment due is prohibited. The message of this prohibition is to save mankind from injustice due to muamalah containing *riba*. Allah the Most High said in the Qur'an, which means: "You shall not (thus) wrong and you shall not be wronged." (Al-Baqarah [2]: 279).



Ibn Zaid interpreted the text with the expression "do not take excess, so that you take something vanity which is not lawful for you, and your property does not decrease." [21].

4.2.2. Riba is deceptively taking other people's property

Allah forbade *riba* to the Jews but they took it with all kinds of deception. They take other people's property in vanity and without rights in the form of *riba* and others.

Allah the Most High revealed on their deeds: "And [for] their taking of *riba* while they had been forbidden from it, and their consuming of the people's wealth unjustly. And we have prepared for the disbelievers among them a painful punishment." (An-Nisaa` [4]: 161).

Among the forms of taking people's wealth or property unlawfully (*bathil*) is what the ignorant people did before Islam. They said: "When the debt is due you must pay it immediately! Or if not, then the debt will increase!" If it is not paid on time, the payment period is extended and the amount owed is increased. Similarly, what was once a small debt could be doubled every month or year [22].

4.3. Types of Riba

In general, *riba* is classified into two categories, namely *riba* in debt transactions and *riba* in sale and purchase transactions. This article focuses on *riba* in sale and purchase transactions.

The majority of fiqh experts distinguish between two types of *riba*: *riba* al-fadhl and *riba* an-nasi'ah. They agreed that the law of both is haram and the contract is invalid. Scholars from the Hanafi school of thought claimed the sale and purchase contract that is carried out is not binding and the law of the transactions is fasid (damaged) [23].

4.3.1. Riba Al-Fadhl

Riba al-fadhl is the addition of a certain amount of money or other ribawi goods in a sharia-compliant sale and purchase transaction (measures or scales) if they are of the same type. In other words, riba al-fadhl can be defined as the purchase and sale (exchange) of the same ribawi goods (with similar items), accompanied by an addition (measure or scale) on one of the two goods.

In the above context, the expression "amount of money" means that the amount and quantity are being considered (calculated), rather than the value. Then it arises from the concept of "standard shari'a size," which is something measured in length or breadth and calculated in amount during sale and purchase transactions so that the law of *riba* does not apply to these goods. There is no *riba* on items that are

calculated based on their value, such as animals, carpets, rugs, clothes, furniture, books, land, trees, vehicles, and houses. Transactions on these goods are not prohibited from adding, so taking more at a lower price or value is permissible even when transactions are between the same (similar) goods. Price is not a measure of value (measure or scale). That is, the value does not correspond to the standard size or weight that must be exchanged. On the other hand, *riba* is reserved for items that are measured or weighed.

So, if a person sells five meters of cloth in exchange for six meters of similar cloth, or an egg in exchange for two eggs, or a sheep in exchange for two sheep, the contract is legal as long as the transaction is done in cash. It is not permitted if one of them is on credit (delayed delivery). The existence of the same type of goods has a consequence on the law of *riba nasi'ah*, namely if one of the two commodities is delayed in delivery (or payment) [23].

The conclusion is that the number of *ribawi* goods exchanged for similar goods must be equal. *Riba* occurs when one of them is greater (the measure or scale) than the other, even though they are of the same type. Hadith has mentioned the regulation regarding the rules of exchange for *ribawi* goods [3].

Essentially, the prohibition on *riba* also applies to the exchange of currencies (gold and silver or paper money, as applicable) in the form of manufactured coins (pre-formed jewelry or certain currency) or non-manufacturers. As a result, the jurists conclude that the seed *dirham* and the metal (which has been formed into a *dirham*) are interchangeable. Ibn al-Qayyim, on the other hand, considered it permissible to sell (exchange) jewelry made of gold or silver (such as rings and necklaces for women), where one is heavier than the other [23]. This occurred as a result of the additional consideration of production costs as well as the desire to carry out the sale and purchase.

4.3.2. Riba An-Nasi`ah

This is the type of *riba* that gave rise to the practice of *riba* in human life. In pre-Islamic times, the Arabs were unaware of the practice of usury, except this kind. They used to take *riba* when there was a delay in debt payment.

Allah has warned the believers not to follow their deeds, as stated in Surah Ali Imran [3]: 130.

Hanafiyah scholars defined *riba nasi`ah* as the extension of time, with the addition of the debt level, both on items that are measured or weighed when they are of different types (when they are of the same type, it is prohibited more than this) [23].

This law also applies to goods that are not measured or weighed if they are of the same type, namely exchanging the same (similar) goods or different types



accompanied by an increase in the amount/scale in return for late payments. For example, selling one *sha'* of good quality dates for two *sha'* of poor quality dates and receiving payment three months later, or exchanging two liters of wheat for three liters of rice and receiving payment one month later. Or without any additions, such as exchanging 1 kg of dates submitted in cash for 1 kg of deferred-delivery dates. The example of the sale and purchase transaction of *ribawi* goods (which are not measured or weighed) is buying and selling 1 mango with 2 mangoes delivered one month later.

There is *riba an-nasi'ah* in all of these examples because it contains an additional measure or weight on one of the two items without any compensation.

'Illah (reason) for the prohibition when the amount is the same is an increase in the value of the goods. Generally, no one wants to accept a delay in delivery of goods unless there is an increase in the value of the goods, and in such a transaction, the goods paid for in the beginning are larger in number than the goods owed (at the end of the delivery). Cash or direct delivery is preferred more than delayed delivery [23].

5. PRACTICES OF *RIBA* ON SHOPEE AND FACEBOOK PLATFORMS

5.1. Rules Regarding Riba

To determine the types of *riba* used in online sales and purchases on the Shopee and Facebook platforms, it is necessary to first understand the rules governing *riba* on these transactions. The following are the rules of *riba*:

- The law of the transaction's origin (contract) is permissible as long as it does not contradict Shari'a [24].
- The majority of scholars argued that *ribawi* goods, based on their *'illah*, are divided into two parts [25], which are:
 - Categories of currencies (gold, silver, paper money, and everything that is considered legal as a medium of exchange by a country or nation, including electronic money and so on).
 - Categories of food (wheat, barley, dates, salt, and other foods that are analogous to them such as rice, corn, bread, fruits, oil, and so on).
- If an exchange (sale and purchase) takes place between similar (same) *ribawi* goods, it must be done in cash and at the same level.
- If the transaction involves the sale and purchase of two different types of *ribawi* goods (both from the currency group and the food group), the transaction must be conducted in cash, and the amounts may differ.

- It is permissible to sell *ribawi* goods freely if the sale and purchase occur between two types of *ribawi* goods that are not in the same group, or if an exchange occurs between *ribawi* and *non-ribawi* goods.
- Everything that is required must be traded in cash; it is not permitted to be sold online through the internet because a cash handover is impossible to achieve [24].

Figure 1 depicts the rules governing *riba* in sale and purchases transactions.

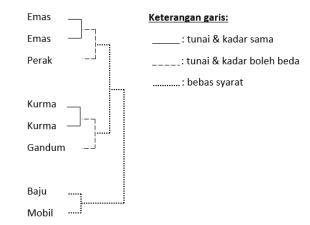


Figure 1. Rules of *Riba* in Sale and Purchase

Emas	: Gold	Gandum	: Wheat	Ket Garis	: Description of the lines
Perak	:Silver	Baju	:Clothes	Solid line	: in cash and of the same measures
Kurma	: Dates	Mobil	: Car	Dashed line	: in cash, and amount may differ
				Dotted line	: Free of conditions

The solid line in Figure 1 depicts two conditions that must be met: both goods must be delivered directly (cash) and their measures must be the same; this is because the two goods are the same (similar). The dashed line indicates one condition that must be fulfilled, namely that both goods must be delivered directly, while the measures may differ because they are of different types but still belong to the same group of *ribawi* goods. The dotted line indicates that buying and selling are permitted, that delivery may be delayed by one of the parties, and that the amount may differ because the transaction involves two goods from different groups or between *ribawi* and *non-ribawi* goods.



5.2. Examples of Riba on the Shopee and Facebook Platforms

Researchers present several types of practices of *riba* discovered on Shopee and Facebook platforms, as follows:

 Gold is sold online through the Shopee or Facebook platforms, but it cannot be handed directly because it must go through a delivery process. The two items are still in one group of *ribawi* goods that must be handed over directly.

The solution: the buyer can buy the gold by COD (Cash On Delivery), in which the buyer and seller agree to carry out the gold sale and purchase contract at the agreed place and time, provided there is a *khiyar* (buyer may cancel the transaction if it does not match the order), or by using a courier service as a seller's representative [26].

Furthermore, gold resellers (of which there are many) should disclose their position as resellers, as well as mark-up prices based on rental costs such as maintenance, transportation, and advertising costs to buyers. This should be a consideration because this transaction is a critical issue since it involves *ribawi* goods [27].

• Exchanging money online through the Shopee platform or Facebook is the same as exchanging Dollars for Rupiah; there is *riba nasi'ah* by hastening Rupiah payments and delaying Dollar delivery. Both are still classified as *ribawi* goods with '*illah tsamaniyah* (means of exchange) such as gold [28], which must be directly handed over (cash) when transacting, as shown in a study by Rahmayanti [29].

Solution: As in the case of buying and selling gold in the first example, in principle, exchanging foreign currencies is analogous to the sale and purchase of gold for silver, which is called a *sharf* contract in *fiqh* [30].

If the exchange is between the same currency, for example, exchanging paper money worth IDR 100,000 for 5,000 coins, the value must also be the same, in addition to requiring direct handover (cash) [31].

 Another discovered transaction is the purchase of goods in installments with interest, such as on the Shopee platform. Purchases made in installments are subject to 2.95% interest and a 5% penalty if payments are not made on time [32]. This type of installment transaction includes both *riba al-fadhl* and *riba an-nasi'ah*. In essence, the installment purchase is a debt contract, and the refund must be the same (without interest).

- Using Shopee PayLater to make purchases because this service results in a 1% increase in the price of goods over the actual price [33]. The additional cost is included in *riba al-fadl* because it is required at the beginning. When a buyer uses the ShopeePayLater service, he essentially owes and must return 1% more for each transaction [34]. This is comparable to interest-bearing credit card transactions.
- Purchasing goods in installments through Facebook and paying the price with the addition of a unique code is comparable to a buyer purchasing a cellphone in installments. For example, if a prospective buyer buys a phone for Rp. 1.700.000 and pays by transfer through a bank account, the seller may ask him to include a unique code, such as Rp. 15.00, every time he repays the debt to make it easier for the seller to determine who has paid. This includes *riba*, which is prohibited.

6. CONCLUSION

Based on the above description, *riba* is classified into two categories: *riba* in debt transactions and *riba* in the sale and purchase contracts. This discussion focuses on the second type, namely *riba* in sale and purchase transactions. There are two types of *riba*: *riba* al-fadhl and *riba* an-nasi'ah, both of which are still prevalent in various online buying and selling transactions, including on the Shopee and Facebook platforms. *Riba* is forbidden and is categorized as a major sin.

Unfortunately, many of these online sales and purchase actors are unaware of the rules related to *riba* in the transactions, which can lead to them falling into this great sin, which can result in the perpetrators being tortured in hellfire and barred from the pleasures of heaven, as revealed by Ulum [35].

As a result, this research informs and guides them about *riba* law so that they understand it and can avoid it, and blessings will come upon their property, family, and life. Thus, further research is expected to be able to discuss the issue of *riba* in a broader context, particularly concerning various types of contemporary transactions that are constantly evolving.

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