RECONCEPTUALIZING IJAB AND QABUL IN THE DIGITAL ERA: RETHINKING ISLAMIC CONTRACT FORMATION BEYOND PHYSICAL PRESENCE

MENGKAJI ULANG IJAB DAN QABUL DI ERA DIGITAL: MEMIKIRKAN KEMBALI PEMBENTUKAN KONTRAK ISLAMI DI LUAR KEHADIRAN FISIK

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Abstract

The rapid expansion of digital technologies has fundamentally reshaped the modes of interaction and exchange in contemporary economic transactions, raising critical questions regarding the validity and adaptability of classical Islamic contract principles. This study aims to reconceptualize the doctrines of ijab (offer) and qabul (acceptance) within the framework of the digital era by examining their transformation across electronic and virtual environments. Employing a qualitative and normative-juridical approach, this research integrates classical fiqh literature with contemporary regulatory frameworks and digital transaction practices, including e-commerce platforms, financial technology (fintech), and smart contracts. The findings reveal that while the essential elements of ijab and qabul -namely mutual consent (tarāḍī), clarity of expression, and temporal continuity-remain intact, their modes of articulation have undergone significant transformation. Digital interfaces, automated systems, and asynchronous communication challenge traditional assumptions of immediacy (ittisāl) and physical presence (majlis al-ʻaqd), necessitating a broader interpretive approach grounded in maqāṣid al-sharīʻah (objectives of Islamic law). The study argues that digital expressions -such as clicks, digital signatures, and algorithmic confirmations -can be recognized as valid manifestations of contractual consent, provided that they fulfill the principles of transparency, certainty, and the absence of coercion or ambiguity (gharar). This research contributes to the theoretical development of Islamic contract law by proposing a transformative framework that bridges classical jurisprudence and digital realities. It further offers practical implications for regulators, Islamic financial institutions, and digital platform developers in ensuring Shariah-compliant contract formation in an increasingly digitized economy. Ultimately, the study affirms that the principles of ijab and qabul are not static, but dynamically adaptable to technological evolution without compromising their normative essence.

Keyword: *Islamic finance, Ijab and Qabul, Islamic Contract, Digital Transactions*

Abstrak

Perkembangan pesat teknologi digital telah secara fundamental membentuk kembali cara interaksi dan pertukaran dalam transaksi ekonomi kontemporer, menimbulkan pertanyaan kritis mengenai validitas dan adaptabilitas prinsip-prinsip kontrak Islam klasik. Studi ini bertujuan untuk merekonseptualisasi doktrin ijab (penawaran) dan qabul (penerimaan) dalam kerangka era digital dengan memeriksa transformasinya di berbagai lingkungan elektronik dan virtual. Dengan menggunakan pendekatan kualitatif dan normatif-yuridis, penelitian ini mengintegrasikan literatur fiqh klasik dengan kerangka peraturan kontemporer dan praktik transaksi digital, termasuk platform e-commerce, teknologi keuangan (fintech), dan kontrak pintar. Temuan menunjukkan bahwa meskipun unsur-unsur penting ijab dan qabul—yaitu persetujuan bersama (tarāḍī), kejelasan ekspresi, dan kesinambungan temporal—tetap utuh, cara artikulasinya telah mengalami transformasi yang signifikan. Antarmuka digital, sistem otomatis, dan komunikasi asinkron menantang asumsi tradisional tentang kedekatan (ittisāl) dan kehadiran fisik (majlis al-‘aqd), sehingga memerlukan pendekatan interpretatif yang lebih luas yang berlandaskan pada maqāṣid al-sharī‘ah (tujuan hukum Islam). Studi ini berpendapat bahwa ekspresi digital—seperti klik, tanda tangan digital, dan konfirmasi algoritmik—dapat diakui sebagai manifestasi sah dari persetujuan kontraktual, asalkan memenuhi prinsip transparansi, kepastian, dan tidak adanya paksaan atau ambiguitas (gharar). Penelitian ini berkontribusi pada pengembangan teoritis hukum kontrak Islam dengan mengusulkan kerangka kerja transformatif yang menjembatani yurisprudensi klasik dan realitas digital. Lebih lanjut, penelitian ini menawarkan implikasi praktis bagi regulator, lembaga keuangan Islam, dan pengembang platform digital dalam memastikan pembentukan kontrak yang sesuai dengan syariah dalam ekonomi yang semakin digital. Pada akhirnya, studi ini menegaskan bahwa prinsip ijab dan qabul bukanlah statis, tetapi dapat beradaptasi secara dinamis terhadap evolusi teknologi tanpa mengorbankan esensi normatifnya.

Kata kunci: *Keuangan Islam, Ijab dan Qabul, Kontrak Islam, Transaksi Digital*

A. Introduction

The unprecedented expansion of digital technologies has profoundly transformed the architecture of contemporary economic transactions, redefining how individuals and institutions interact, negotiate, and conclude agreements.(Chawla & Goyal, 2022; Vuchkovski et al., 2023) The proliferation of e-commerce platforms, financial technology (fintech), and automated contractual systems has introduced new modalities of exchange that transcend spatial and temporal boundaries.(Ulrich et al., 2024) Within this rapidly evolving landscape, fundamental questions arise concerning the validity, adaptability, and interpretive flexibility of classical Islamic contract principles, particularly the doctrines of ijab (offer) and qabul (acceptance), which constitute the essential pillars of contract formation (‘aqd) in Islamic jurisprudence.(Fayyad, 2023)

Classical Islamic legal theory has elaborated ijab and qabul as expressions of mutual consent (tarāḍī) that must be clearly articulated within a defined contractual session (majlis al-‘aqd) and connected through immediacy (ittisāl).(Nur Afif Afandy et al., 2022) These principles were developed in socio-economic contexts characterized by direct, face-to-face interactions and relatively simple transactional mechanisms. Foundational jurists such as al-Sarakhsi, Ibn Qudamah, and al-Nawawi emphasized the importance of explicit verbal or written expressions to eliminate ambiguity (gharar) and ensure legal certainty.(Mohd Noh et al., 2025a) However, the emergence of digital environments - where contracts may be executed through clicks, digital signatures, or algorithmic processes- poses significant challenges to these classical assumptions, particularly regarding the notions of presence, simultaneity, and intentionality.(Fikrina et al., 2025)

A growing body of contemporary scholarship has sought to address these challenges by examining the compatibility of Islamic contract law with modern technological developments. Studies on Islamic e-commerce and fintech (Wajdi Dusuki, 2008) generally affirm that the principle of consent remains central, even as its modes of expression evolve. Research on electronic contracts in Islamic law highlights the permissibility of non-verbal forms of ijab and qabul, including written communication and digital signals, provided that they fulfill the conditions of clarity, certainty, and mutual agreement. (al-Zuhayli, 1998) Similarly, recent discussions on smart contracts emphasize their potential to operationalize Shariah-compliant agreements through automated execution, while also raising concerns about issues of agency, liability, and the absence of human oversight.(Adinugraha et al., 2025)

Despite these important contributions, existing studies often adopt a descriptive or application-oriented approach, focusing primarily on the permissibility of digital transactions rather than offering a comprehensive theoretical reconceptualization of ijab and qabul.(Uddin, 2025) There remains a significant gap in the literature regarding how these foundational concepts can be systematically reinterpreted within a unified framework that integrates classical jurisprudence with the complexities of digital ecosystems. In particular, limited attention has been given to re-examining the underlying legal maxims and objectives (maqāṣid al-sharīʻah) that govern contractual consent in light of asynchronous communication, virtual presence, and algorithmic mediation.(As-Salafiyah et al., 2025)

This study seeks to address this gap by proposing a transformative analysis of *ijab* and *qabul* in the digital era. By employing a qualitative and normative-juridical approach, it critically engages with classical fiqh literature alongside contemporary regulatory frameworks and digital transaction practices.(Moghul, 2017) The study argues that while the essential elements of *ijab* and *qabul*—mutual consent, clarity of expression, and continuity—remain unchanged, their modes of articulation must be reinterpreted to accommodate the realities of digital interaction.(Danial et al., 2022; Muneeza & Mustapha, 2020) Concepts such as majlis *al-‘aqd* and *ittisāl* require a contextual redefinition that prioritizes functional equivalence over literal form, guided by the higher objectives of Islamic law.

In doing so, this research contributes to the theoretical advancement of Islamic contract law by bridging the gap between tradition and technological innovation.(Isamail et al., 2020) It offers a conceptual framework that not only reaffirms the normative integrity of *ijab* and *qabul*, but also ensures their continued relevance in an increasingly digitized global economy.(Ab Rahim et al., 2025; Jailani et al., 2025) Furthermore, the study provides practical insights for regulators, Islamic financial institutions, and digital platform developers in designing Shariah-compliant systems of contract formation that uphold the principles of transparency, justice, and legal certainty. Ultimately, this paper demonstrates that Islamic legal principles are inherently dynamic and capable of adapting to contemporary transformations without compromising their foundational values.

B. Research Method

1. Research Design

This study adopts a qualitative normative-juridical research design, which is particularly suitable for examining legal doctrines and their evolution in response to contemporary developments.(R.P. Misra, 2002) The normative dimension focuses on analysing Islamic legal principles governing *ijab* (offer) and *qabul* (acceptance) as articulated in classical fiqh,(Muneeza & Mustapha, 2020) while the juridical dimension situates these principles within modern legal and regulatory frameworks, especially those related to digital transactions.(Alam et al., 2017) The research is conceptual and analytical in nature, aiming not to generate empirical generalizations but to construct a coherent theoretical framework that explains how classical Islamic contract doctrines can be adapted to the realities of the digital era. By employing this design, the study critically explores the transformation of contractual expressions across electronic platforms such as e-commerce systems, financial technology (fintech), and blockchain-based smart contracts.(Sapuan, 2016)

2. Data

The study relies exclusively on secondary data derived from comprehensive library research.(Fowler, 2001) The primary sources include authoritative classical fiqh texts from various madhāhib that elaborate on the principles of *ijab* and *qabul*, as well as foundational works in *uṣūl al-fiqh*.(al-Māwardī, 1996; Ibrahim, 2008) These are complemented by contemporary Islamic legal scholarship that addresses modern financial practices and digital transactions.(Jany, 2020) In addition, the research utilizes institutional and regulatory documents, including Shariah standards issued by organizations such as Accounting and Auditing Organization for Islamic Financial Institutions, as well as relevant national and international regulations governing electronic commerce and digital contracts. Supplementary sources include academic journal articles, conference proceedings, and policy reports that discuss the intersection of Islamic law and digital technology.(Accounting, Auditing and Governance Standards for Islamic Financial Institutions, 2008)

3. Data Analysis Technique

The analysis is conducted using a combination of doctrinal and comparative legal methods.(Fowler, 2001) The doctrinal approach is employed to systematically examine the internal logic, conditions, and pillars (*arkān* and *shurūṭ*) of *ijab* and *qabul* within classical Islamic jurisprudence.(Ibn Rushd, 2004) This is followed by a comparative analysis that juxtaposes these classical formulations with contemporary digital practices, identifying areas of continuity, reinterpretation, and potential tension.

Furthermore, the study incorporates a maqāṣid al-sharīʿah analytical framework,(Tumewang et al., 2025) particularly focusing on key principles such as mutual consent (*tarāḍī*), transparency, legal certainty, and the prohibition of excessive uncertainty (*gharar*).(As-Salafiyah et al., 2025) Through this lens, digital manifestations of consent—such as click-wrap agreements, electronic signatures, and automated smart contracts—are evaluated in terms of their compliance with the higher objectives of Islamic law. The analytical process is interpretive and integrative, synthesizing classical doctrines with modern realities to formulate a reconceptualized model of contract formation that remains faithful to Islamic legal principles while being responsive to technological advancements.

C. Results And Discussion

The findings of this study demonstrate that the essential elements of *ijab* and *qabul*—namely mutual consent (*tarāḍī*),(Ibn Qudamah, 2000) clarity of expression, and temporal continuity—remain fundamentally preserved in the digital era, despite significant transformations in their modes of articulation. The study finds that digital environments, characterized by interfaces, automated systems, and asynchronous communication, challenge classical assumptions of immediacy (*ittisāl*) and physical co-presence (*majlis al-'aqd*), thereby requiring a contextual and purposive reinterpretation. Importantly, the research establishes that digital expressions of consent—such as click-based agreements, electronic signatures, and algorithmic confirmations—constitute valid forms of *ijab* and *qabul*, provided they satisfy key Shariah principles, including transparency, certainty, and the absence of coercion and *gharar*.(Ibnu Taimiyah, 2000)

Furthermore, the study develops a transformative conceptual framework that bridges classical Islamic jurisprudence with contemporary digital realities by redefining core contractual constructs in functional rather than purely formal terms. This framework confirms that Islamic contract law is inherently adaptable, allowing the principles of *ijab* and *qabul* to evolve in response to technological advancements without compromising their normative foundations.

The findings also highlight practical implications for regulators, Islamic financial institutions, and digital platform developers in designing and implementing Shariah-compliant contractual mechanisms within the digital economy.

1. Classical Foundations of Ijab and Qabul in Islamic Contract Law

The results of this study indicate that the concepts of ijab and qabul in classical fiqh literature are the primary foundation for establishing a valid contract ('aqd) under Islamic law.(Danial et al., 2022) Scholars from various schools of thought consistently define ijab as the initial offer made by one party, while qabul is the acceptance by the other party, marking the formation of a legally binding agreement.(Jailani et al., 2025) These two elements are not merely understood as verbal formalities, but as concrete manifestations of the parties' will and agreement (tarāḍī).(Ibnu Taimiyah, 2000)

Furthermore, this study found that the validity of a contract in classical fiqh depends not only on the existence of ijab and qabul, but also on the fulfillment of several substantive conditions.(al-Zuhayli, 1998) First, the existence of tarāḍī (mutual consent), which emphasizes that the contract must be entered into voluntarily without coercion. Second, clarity (bayān) in the statement of the contract, so as to avoid ambiguity or multiple interpretations. Third, there is continuity (ittisāl) between the ijab and qabul, namely a logical and temporal connection between the offer and acceptance without any gap that would disrupt the unity of the contract.

This research also reveals the importance of the concept of the majlis al-‘aqd within the framework of classical Islamic contract law.(El Ashfahany et al., 2025) The majlis al-‘aqd is understood as the time and place where the contract takes place, where both parties are present, either physically or through recognized means of communication. This presence serves to ensure direct interaction, allowing for verification of the parties' intentions and maintaining the continuity between the ijab and qabul. Thus, the majlis al-‘aqd is not merely physical but also has a legal dimension that emphasizes the unity of the contract process.(Zahir, 2019)

The primary objective of this entire structure is to avoid gharar (uncertainty or ambiguity) and ensure legal certainty in every transaction. Classical Islamic jurisprudence places transparency, clarity, and fairness as the primary principles in contracts, so any form of transaction that has the potential to give rise to doubt or dispute must be avoided.(Mohd Noh et al., 2025b)

Thus, the findings of this study confirm that the basic principles of ijab and qabul in Islamic law are substantive, not merely procedural formalities. This means that the essence of a contract is the fulfillment of fundamental values such as valid consent, clarity, and justice, while the form or medium of expression can be flexible according to the context of the times. These findings provide an important foundation for reconstructing the concept of contracts in the digital era without losing their normative essence.

2. Transformation of Contractual Practices in the Digital Era

The results of this study indicate that the development of digital technology has brought significant changes to the practice of contracts under Islamic law, particularly regarding the implementation of the ijab and qabul (consent). This transformation does not alter the substance of the contract, but significantly shifts the method and medium for expressing agreement between the parties.

a. Shift from Direct Interaction to Digital Interface

In classical practice, contracts were generally conducted through direct interaction (face-to-face) in a majlis al-‘aqd (consensus meeting), either verbally or in writing. However, in the digital era, this study found a shift toward digital interfaces as the primary medium of interaction. E-commerce platforms, fintech applications, and digital banking systems have replaced physical spaces as the venue for contracts.(Berg & Kim, 2014)

Thus, the majlis al-‘aqd is no longer understood narrowly as a physical meeting, but has transformed into a virtual space that allows for legitimate legal interaction as long as the elements of clarity and agreement are met.

b. The Emergence of New Forms of Contract Expression

This study also found that the expressions of ijab and qabul (consent) have undergone significant innovation in digital form, including:

Clicking "Agree" or "Accept": This action has become the most common form of acceptance (qabul) in online transactions. This click represents valid agreement as long as it is preceded by clear information. Digital Signature: Electronic signatures serve as a form of authentication and validation of the parties' intentions, replacing manual signatures on physical documents.(Asni, 2021)

One-Time Password (OTP): OTPs are used as an additional verification mechanism to ensure that the party providing the agreement is authorized, thus strengthening the element of tarāḍī. Automated Systems and Smart Contracts: In algorithm-based systems, contracts can occur automatically based on pre-programmed conditions. This demonstrates that contract expression is no longer always based on direct human interaction, but can be mediated by technology.

These findings confirm that the forms of contract expression are dynamic and can adapt to technological developments as long as they comply with basic sharia principles.

c. Characteristics of Digital Transactions

Furthermore, this study identified several key characteristics of digital transactions that influence the concept of ijab and qabul: *Asynchronous:* The ijab and qabul do not have to occur simultaneously. The offer can be made at one time, while the acceptance occurs at a different time. *Physically Presence*: The parties are not in the same physical location, but interact through a digital network. This challenges the classic concept of majlis al-‘aqd (contract of agreement). *System- and Algorithm-Based:* Many transactions are conducted or facilitated by automated systems, which reduces direct human involvement in the contract process.

Based on this analysis, this study produced two main findings: *First*, there has been a significant shift in the form and mechanism of contracts, from direct interaction to more flexible and automated digital systems. *Second*, although the form of the contract has undergone transformation, the primary function of the ijab and qabul remains unchanged: as a means of establishing a valid agreement (tarāḍī) between the parties.(al-Zuhayli, 1998)

Furthermore, this research confirms that the basic principles of contracts in Islam are substantive, not merely formal.(March, 2007) This means that the validity of a contract is not determined by its physical form (whether oral, written, or digital), but by the fulfillment of essential elements such as clarity, agreement, and the absence of gharar. Thus, digital transformation does not weaken the concept of ijab and qabul, but rather expands the scope for its implementation in the modern economic context.

b. Challenges to Classical Doctrines

The findings of this study reveal that the primary challenges in reconceptualizing *ijab* and *qabul* in the digital era do not stem from contradictions with the foundational principles of Islamic contract law, but rather from the need to reinterpret classical doctrines within new technological contexts. Several critical issues emerge as focal points of tension between traditional jurisprudential constructs and contemporary digital practices.(Ibnu Taimiyah, 2000)

First, the concept of *majlis al-ʻaqd* (contractual session) requires substantial reinterpretation in virtual environments. Classical jurists conceptualized *majlis al-ʻaqd* as a unified temporal and spatial setting in which contracting parties are physically present or directly connected, ensuring immediacy and continuity of consent. However, digital transactions operate within decentralized and borderless platforms where parties may never physically meet and may interact through intermediated systems. In this context, the traditional notion of a "session" becomes less about physical proximity and more about the existence of a coherent digital interaction space. The study finds that *majlis al-ʻaqd* can be functionally redefined as a digital contractual environment, where the exchange of offer and acceptance occurs within a structured and traceable system.(*Shariaa-Standards-ENG*, n.d.)

Second, the requirement of *ittisāl* (continuity between *ijab* and *qabul*) presents challenges in asynchronous digital systems. In classical jurisprudence, *ittisāl* implies that acceptance must follow the offer without undue delay within the same contractual session. Yet, in digital transactions—such as online marketplaces or email-based agreements—there may be significant time gaps between offer and acceptance. The findings indicate that strict temporal simultaneity is no longer a practical معيار (standard). Instead, what becomes essential is logical continuity, meaning that the acceptance must clearly relate to and correspond with a valid, unrevoked offer. Thus, the emphasis shifts from immediacy to coherence and traceability within the transaction process.(Wajdi Dusuki, 2008)

Third, the issue of *niyyah* (intention) becomes particularly complex in automated and algorithm-driven systems, including smart contracts. In classical theory, intention is closely tied to the conscious and deliberate actions of contracting parties. However, in digital environments where actions may be executed automatically once certain conditions are met, the role of human intention appears less direct. The study finds that intention should not be confined to the moment of execution alone, but rather extended to the initial act of system engagement and authorization. When a user knowingly enters into a digital system, agrees to its terms, and activates its mechanisms, the resulting automated processes can be considered a continuation of that original intention. Therefore, *niyyah* remains valid as long as the initial consent is informed and deliberate.

Fourth, the risk of *gharar* (uncertainty or ambiguity) is amplified in digital transactions due to the complexity and opacity of technological systems. Issues such as hidden terms and conditions, unclear contractual language, algorithmic opacity, and information asymmetry can undermine the transparency required for a valid Islamic contract. The findings highlight that while technology can enhance efficiency, it may also obscure critical elements of the agreement if not properly regulated. Consequently, ensuring transparency, accessibility of information, and user comprehension becomes a central requirement in mitigating *gharar* in digital contexts.(Mohd Noh et al., 2025b)

Overall, the study concludes that these challenges do not invalidate the principles of *ijab* and *qabul*, but rather call for a contextual and purposive reinterpretation. The essence of Islamic contract law—grounded in mutual consent, clarity, and justice—remains fully applicable. The difficulty lies in translating these enduring principles into forms that are compatible with digital realities. Thus, the transformation required is not doctrinal but interpretive, reaffirming that Islamic legal principles possess the flexibility to adapt to technological evolution without compromising their normative integrity.

c. Maqāṣid al-Sharī'ah as a Framework for Adaptation

The research results show that the maqāṣid al-sharī'ah approach provides a strong conceptual foundation for reconstructing the understanding of ijab and qabul in the digital era. Amidst the changing forms of increasingly digitalized transaction interactions, maqāṣid serves as a normative framework that emphasizes the substance and purpose of the law, rather than merely its formal form. Thus, flexible interpretation of digital contracts can be achieved without sacrificing basic sharia principles.(As-Salafiyah et al., 2025)

First, the principle of ḥifẓ al-māl (protection of property) is the primary basis for assessing the validity of digital contracts. In this context, the use of technologies such as encryption, two-factor authentication (OTP), and digital signatures serves not only as technical tools but also as a mechanism for protecting the ownership and security of the parties' assets. Research findings indicate that a digital system capable of ensuring transaction security and minimizing the risk of fraud aligns with the Sharia's goal of safeguarding assets (ḥifẓ al-māl).

Second, transparency and fairness are crucial elements in ensuring that digitally executed ijab and qabul remain valid according to Sharia. In e-commerce and fintech practices, transparency is demonstrated through the provision of clear information regarding the object of the contract, the price, and the terms and conditions. This research found that as long as this information is accessible and reasonably understood by the parties, the element of tarāḍī (consent) remains fulfilled. Thus, fairness in transactions does not depend on the form of communication, but rather on the quality of information and freedom of choice.

Third, legal certainty is a crucial dimension in the adoption of digital contracts. Technology offers advantages in terms of recording and verification, where each transaction can be systematically documented and traceable. This strengthens the legal standing of the parties and reduces the potential for disputes. The research findings indicate that digital evidence, such as transaction logs and electronic records, can serve to strengthen the validity of the ijab and qabul (contract of consent), thus aligning with the principle of certainty in Islamic law.

Fourth, protection from digital exploitation is a crucial concern within the maqāṣid framework. Although technology offers convenience, there are risks of misuse, such as system manipulation, hidden clauses, or information imbalances between platform providers and users. In this regard, maqāṣid demands regulations and system design that protect the weaker party and prevent gharar and ẓulm (injustice) practices. This research confirms that the validity of a digital contract is determined not only by the existence of formal agreement, but also by the extent to which the system ensures substantive justice.

Overall, the findings of this study confirm that maqāṣid al-sharī'ah allows legal flexibility in responding to digital transformation, without diminishing the normative essence of sharia. By using maqāṣid as an analytical framework, the concepts of ijab and qabul can be reconstructed contextually, so that they remain relevant and applicable in the ever-growing digital economic ecosystem.(Hallaq, 2011)

d. Validity of Digital Ijab and Qabul

The research results show that the digital transformation of transaction practices does not eliminate the essence of ijab and qabul, but rather merely changes its form of expression. In this context, various forms of digital interaction—such as clicking the "I agree" button, using electronic signatures, verification via one-time passwords (OTPs), and automated system-based confirmation—can be categorized as new representations of the parties' expressed will in a contract. In other words, these digital expressions functionally replace the oral or written statements recognized in classical fiqh.(Kelso, 1965)

From an Islamic legal perspective, the legitimacy of these digital forms depends on the extent to which they clearly and unambiguously reflect tarāḍī (mutual agreement). The research findings confirm that clicks or other digital actions are not merely technical activities but have legal value as an indication of consent, as long as the user understands the consequences of such actions. This aligns with the principles of fiqh that recognize various forms of expression of will, including written (kitabah) and actions (mu'āṭāh), as long as they fulfill the elements of clarity and understanding.

Furthermore, this research identified several key requirements that must be met for a digital ijab and qabul to be considered valid according to sharia. First, there must be clear consent, where the digital action expressly indicates acceptance of an offer without giving rise to multiple interpretations. Second, the transaction must take place without any element of coercion (ikrah), either directly or through system manipulation, so that the will of the parties is truly voluntary. Third, the digital contract must be free from gharar (unclearness), especially regarding the object of the contract, the price, or hidden terms and conditions. Fourth, there must be transparency of information, where all important aspects of the contract can be accessed and understood by the parties before giving consent.

In this context, technology can actually play a role as an instrument that strengthens the validity of the contract. Digital systems enable accurate recording, audit trails, and stronger verification mechanisms than conventional transactions. Digital signatures, for example, serve not only as a symbol of consent but also as an authentication tool that guarantees identity and data integrity. Similarly, automated systems in smart contracts can ensure that the contract is executed according to pre-agreed terms.

However, this study also emphasizes that this validity is not absolute. Risks such as user unfamiliarity with the contract content, the complexity of digital legal language, and the potential for algorithmic manipulation remain challenges that must be anticipated. Therefore, the principle of prudence (ḥiṭāṭ) and protection of the weaker party remain integral to assessing the validity of digital contracts.

Overall, the main findings of this study confirm that digital expression can be recognized as a valid form of ijab and qabul from a Sharia perspective, as long as it meets basic principles such as clarity, consent, transparency, and freedom from gharar. Thus, Islamic law demonstrates its flexibility in responding to technological developments, without losing the normative substance that underpins it.(Accounting, Auditing and Governance Standards for Islamic Financial Institutions, 2008)

e. Towards a Transformative Framework of Islamic Contract Formation

One of the most significant findings of this research is the emergence of a transformative framework for re-understanding the concept of ijab and qabul in the digital era. This framework does not simply adapt contract practices to technology, but rather conceptually reconstructs key elements of Islamic contract law while remaining grounded in normative Sharia principles.(Ebrahimi & Yusoff, 2017)

First, this research reconstructs the concept of majlis al-‘aqd, which in classical fiqh is understood as the time and space of a physical meeting between parties. In the digital context, this concept is transformed into a "digital contractual session," a virtual interaction space where the offer (ijab) and acceptance (qabul) take place through an electronic platform. Thus, physical presence is no longer a primary requirement, as long as there is a medium capable of ensuring connectivity, clear communication, and the validity of the parties' identities. This transformation demonstrates that the essence of majlis al-‘aqd lies not in its physical form, but in its function as a forum for valid agreements.(al-Māwardī, 1996)

Second, the concept of ittisāl, classically understood as the immediate continuity between the ijab and qabul, has also undergone a reinterpretation. In a digital environment that tends to be asynchronous, continuity no longer has to be interpreted as a simultaneous temporal connection, but rather as "logical continuity"—that is, the rational and systematic connection between offer and acceptance within a single, unified transaction flow. As long as there is no interruption that undermines the meaning of the agreement, the time gap in the digital system does not invalidate the contract. This approach emphasizes that Islamic law allows for flexibility in temporal aspects as long as the substance of the contract remains intact.

Third, this research emphasizes the importance of integrating classical fiqh (Islamic jurisprudence) with digital reality. Rather than pitting the two against each other, this transformative framework demonstrates that fundamental principles such as tarāḍī (voluntary consent), clarity (bayān), and freedom from gharar can still be implemented in digital systems through modern mechanisms such as electronic signatures, two-factor authentication, and information transparency on digital platforms. Thus, technology is not positioned as a threat, but as an instrument that can strengthen the implementation of Sharia values.

Fourth, this research produces a technology-based Sharia contract model that positions digital systems as a legitimate medium for expressing consent and acceptance. In this model, various forms of digital interaction—such as clicking approvals, confirmation via OTP, and even algorithm-based contract execution (smart contracts)—are recognized as representing the legal will of the parties, as long as they comply with the principles of transparency, certainty, and fairness. This model also emphasizes the importance of ethical and Sharia-compliant system design, including clarity of terms and conditions and user protection.

Overall, the main findings of this research indicate the formation of a new framework in Islamic contract law that is adaptive yet normative. Adaptive in the sense of being able to respond to developments in digital technology, and normative in that it remains rooted in the basic principles of Sharia. This framework not only broadens the theoretical horizons in contemporary Islamic legal studies but also provides a practical foundation for the development of a digital economic system that aligns with Islamic values.(Ibn Rushd, 2004)

f. Implications for Islamic Finance and the Digital Economy

The reconceptualization of *ijab* and *qabul* in the digital era generates significant practical implications for the development of Islamic finance and the broader digital economy. The findings of this study demonstrate that the transformation of contractual expression—from verbal and physical interaction to digital and system-mediated forms—does not undermine the validity of Islamic contracts. Rather, it necessitates a strategic adaptation across regulatory, institutional, and technological dimensions to ensure that Shariah principles remain effectively upheld in contemporary transactions.

1. Implications for Shariah-Compliant Fintech Regulation

One of the primary implications concerns the regulatory framework governing Islamic financial technology (fintech). As digital transactions increasingly rely on electronic consent mechanisms—such as clicks, digital signatures, and automated confirmations—regulators must formally recognize these forms as valid manifestations of *ijab* and *qabul*. This requires the development of adaptive legal standards that integrate classical Shariah requirements with modern technological realities.

Regulatory bodies should establish clear guidelines on digital consent, ensuring that elements such as *tarāḍī* (mutual consent), transparency, and the absence of *gharar* are preserved within fintech ecosystems. Moreover, regulations must address issues of authentication, data integrity, and cybersecurity to safeguard contractual validity and prevent fraud. The study finds that a maqāṣid-based regulatory approach—prioritizing the protection of wealth, fairness, and legal certainty—provides a robust foundation for aligning fintech innovation with Shariah compliance.

2. Design of Shariah-Based E-Commerce Platforms

The transformation of *ijab* and *qabul* also has direct implications for the design and operation of e-commerce platforms. Digital marketplaces must ensure that the process of offer and acceptance is clearly structured and easily understood by users. This includes presenting contractual terms in a transparent and accessible manner, avoiding hidden clauses, and ensuring that users consciously and explicitly indicate their consent.

From a Shariah perspective, platform design should incorporate features that enhance clarity (*bayān*) and prevent ambiguity (*gharar*). For instance, the use of confirmation steps, detailed product descriptions, and clear pricing structures can strengthen the validity of digital *ijab* and *qabul*. Additionally, user interfaces should be designed to reflect intentionality, ensuring that actions such as clicking "agree" or completing payment are recognized as deliberate expressions of consent.

The findings suggest that technology can play a constructive role in reinforcing Shariah principles, provided that platform architecture is aligned with ethical and legal standards.

3. Strengthening Shariah Compliance Standards

Another key implication is the need to strengthen Shariah compliance standards in light of digital transformation. Existing frameworks, while comprehensive, often remain rooted in conventional transaction models and may not fully address the complexities of digital environments. This study highlights the importance of updating Shariah standards to explicitly accommodate digital forms of *ijab* and *qabul*, including automated and algorithm-driven processes.

Institutions should develop standardized criteria for evaluating digital contracts, focusing on factors such as clarity of consent, system reliability, and the mitigation of uncertainty. The integration of technological audits and Shariah audits can further enhance compliance, ensuring that both the design and execution of digital contracts adhere to Islamic legal principles.

The research finds that strengthening Shariah compliance is not merely a technical exercise, but a normative necessity to maintain trust and legitimacy within the Islamic digital economy.

4. The Role of Supervisory and Standard-Setting Institutions

Supervisory bodies and standard-setting institutions play a crucial role in operationalizing the transformation of *ijab* and *qabul*. Organizations such as national Shariah councils and international standard-setting bodies are responsible for issuing guidelines, fatwas, and standards that shape industry practices.

These institutions must adopt a proactive approach in addressing emerging digital issues, including smart contracts, blockchain-based transactions, and cross-border digital finance. By providing authoritative interpretations and harmonized standards, they can reduce legal uncertainty and promote consistency across jurisdictions.

Furthermore, collaboration between regulators, Shariah scholars, and technology experts is essential to ensure that legal interpretations remain relevant and practically applicable. The study finds that such institutional engagement is critical for translating theoretical reconceptualization into actionable policies.

Main finding: The transformation of *ijab* and *qabul* is highly relevant for both industry practitioners and global regulators, requiring coordinated efforts to align innovation with Shariah principles.

5. Development of Technology-Based Islamic Contract Models

A central implication of this research is the emergence of technology-based models of Islamic contracts. The reconceptualization proposed in this study enables the development of digital contract frameworks that are both Shariah-compliant and technologically efficient.

These models incorporate key elements such as:

a. Digital expressions of consent (e.g., clicks, electronic signatures)
b. System-based verification and authentication mechanisms
c. Automated execution through smart contracts
d. Embedded compliance features that ensure adherence to Shariah principles

By redefining concepts such as *majlis al-'aqd* as a "digital contractual session" and *ittisāl* as "logical continuity," the study provides a conceptual foundation for designing contracts that function effectively within digital ecosystems. The study establishes a new framework of Islamic contract formation that is both adaptive to technological developments and consistent with normative Shariah principles.

Overall, the implications of this study underscore that the digital transformation of *ijab* and *qabul* is not merely a theoretical development, but a practical necessity for the advancement of Islamic finance. By aligning regulatory frameworks, platform design, compliance standards, and institutional roles with the realities of digital transactions, the Islamic economic system can remain relevant and competitive in a rapidly evolving global landscape. At the same time, the preservation of core Shariah principles ensures that such transformation maintains its ethical and legal integrity.

D. Conclusion

This study has demonstrated that the rapid expansion of digital technologies has significantly transformed the modes through which contractual relationships are initiated and concluded, thereby challenging classical formulations of *ijab* and *qabul* in Islamic contract law. However, the findings confirm that these transformations do not undermine the foundational principles of contract formation. Rather, the essential elements—mutual consent (*tarāḍī*), clarity of expression, and continuity—remain intact, even as their forms evolve within digital environments.

By critically engaging classical fiqh doctrines alongside contemporary digital practices, this research establishes that the traditional requirements of immediacy (*ittisāl*) and physical presence (*majlis al-ʻaqd*) must be reinterpreted in light of technological realities such as asynchronous communication, virtual interaction, and automated systems. In this regard, the study affirms that digital expressions of consent—including click-based agreements, electronic signatures, and algorithmic confirmations—can be recognized as valid manifestations of *ijab* and *qabul*, provided they uphold the principles of transparency, certainty, and the absence of coercion and *gharar*.

A key contribution of this study lies in the development of a transformative framework that bridges classical Islamic jurisprudence with the dynamics of the digital economy. By adopting a *maqāṣid al-sharīʻah* approach, the research shifts the focus from rigid formalism to the substantive objectives of Islamic law, enabling a more flexible and context-sensitive interpretation of contractual principles. This framework not only preserves the normative integrity of Islamic contract law but also ensures its continued relevance in increasingly complex and technology-driven transactional settings.

The study further highlights important practical implications for regulators, Islamic financial institutions, and digital platform developers. It underscores the need for adaptive regulatory frameworks, Shariah-compliant system design, and strengthened compliance standards that accommodate digital forms of contracting while safeguarding ethical and legal principles.

In conclusion, the doctrines of *ijab* and *qabul* should not be viewed as static constructs confined to pre-modern contexts, but as dynamic legal principles capable of evolving in response to technological advancement. This adaptability reflects the inherent flexibility of Islamic law and its capacity to remain applicable and authoritative in the face of ongoing digital transformation. Future research is encouraged to explore empirical applications of this framework, particularly in emerging areas such as blockchain-based finance and artificial intelligence-driven contractual systems, to further enhance the integration of Shariah principles within the global digital economy.

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