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Abu Hanifah's Perspectives on the *Bai' as-Salam* Contract and Its Significance in Contemporary Online Buying and Selling Transactions

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Abstract:
The purpose of the study is to explain the Islamic economic thought of Abu Hanifah's perspectives on the Bai' as-Salam contract and its significance in contemporary online buying and selling transactions. The method of analysis is carried out qualitatively with literature studies, the data is collected through books, journals, or publications that are relevant to the problem. The result showed that in buying and selling activities Abu Hanifah introduced the contract of Bai' as-Salam to minimize disputes between sellers and buyers by setting detailed and clear conditions in the contract such as price, time, place of delivery, type of commodity, quality, and quantity. In practice, the Bai' as-Salam contract in Indonesia is allowed based on the Fatwa of the National Sharia Council of the Indonesian Ulema Council in 2000 concerning the sale and purchase of salam based on the Qur'an, Hadith and Ijma'. The Bai' as-Salam contract carried out online and offline is halal and permitted as long as there aren't elements of usury, monopoly, injustice, and fraud. Online payments through Cash on Delivery and E-Wallet in muamalah fiqh are permitted as long as it doesn't conflict with Islamic law.

Keywords: *Economic Thought; Abu Hanifah; Bai' as-Salam; Transactions*

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Abstrak:

Penelitian ini bertujuan untuk menjelaskan pemikiran ekonomi Islam perspektif Abu Hanifah tentang kontrak Bai' as-Salam dan signifikasinya dalam transaksi jual beli online kontemporer. Metode analisis dilakukan secara kualitatif dengan studi kepustakaan, data dikumpulkan melalui buku, jurnal, ataupun terbitan yang relevan dengan permasalahan. Hasil penelitian menunjukkan bahwa pada kegiatan jual beli Abu Hanifah memperkenalkan konsep Akad Bai' as-Salam bertujuan meminimalisir terjadinya perselisihan antara penjual dan pembeli dengan menetapkan syarat secara detail dan jelas dalam kontrak seperti harga, waktu, tempat pengiriman, jenis komoditas, kualitas maupun kuantitas. Pada praktiknya akad Bai' as-Salam di Indonesia diperbolehkan berdasarkan Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia tahun 2000 tentang jual beli salam yang berlandaskan Al-Qur'an, Hadis dan Ijma'. Akad Bai' as-Salam yang dilakukan secara online dan offline hukumnya halal dan diperbolehkan asalkan tidak ada unsur riba, monopoli, kezaliman, dan penipuan. Pada pembayaran secara online melalui Cash on Delivery dan E-Wallet dalam fikih muamalah diperbolehkan asalkan tidak bertentangan dengan hukum Islam.

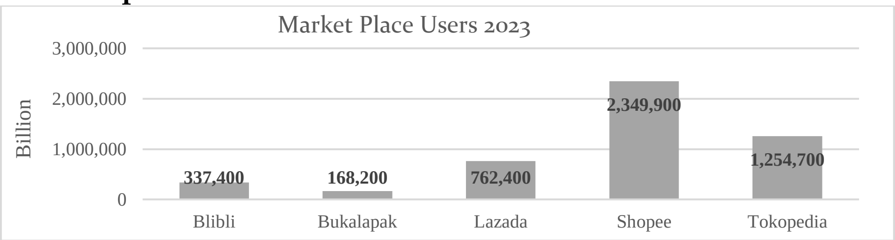
Kata Kunci: *Pemikiran Ekonomi; Abu Hanifah; Bai' as-Salam; Transaksi*

Introduction

Trading has been known and occurred for a long time, even before Islam came, trading activities were carried out. In pre-Islamic times, this was done around the Kaaba which is a place of worship (Anita 2019). Then proceed with opening two trade routes, namely the northern route during the summer which covers Syria, Jordan, Palestine, and Lebanon, while the northern route during the winter covers the areas of Mecca, Yemen, and Ethiopia (Fauziyah 2023). So at that time trade was carried out directly by visiting trade centers.

The development of the world of technology and digitalization has modified people's perspective on activities such as buying and selling or muamalah which is not only done in direct contact between the supplier and the customer as in the market. However, the development of digitalization technology has encouraged people to carry out buying and selling transactions online through marketplaces. Having a marketplace can also help buyers obtain products. Marketplaces can increase the competitiveness of MSMEs, increase market reach, facilitate transaction activities, and develop products (Saputri, Berliana, and Nasrida 2023). In Indonesia there are the largest marketplaces, namely Shopee, Tokopedia, and Lazada, as follows:

Graph 1. Market Place Users in Indonesia 2023



Source: Databoks, 2023 (Ahdiat 2023)

Based on Graph 1, shows that the Shopee marketplace dominates compared to other marketplaces with the number of users in 2023 amounting to 2,349,900 billion. However, online buying and selling can provide opportunities for fraudulent transactions. In Indonesia, over the last five years, there have been complaints in the top three related to e-commerce related to goods not reaching consumers and having been paid for, non-conformity of goods with those ordered, goods being returned (refunds), and unilateral cancellations. According to the National Consumer Protection Agency (BPKN), there have been 1,136 public complaints related to e-commerce from 2017 to February 2023 (Bestari 2023). So this case can cause concern for buyers and they need to be careful.

There are still many cases that result in fraud, such as buying and selling activities on Facebook which causes buyer disappointment due to discrepancies and price uncertainty with the goods being sold (Meirani and Komalasari 2022). Islamic law permits transactions that do not contain *gharar* and the specifications must be obvious. Therefore, Islam recommends that buying and selling transactions must be based on the bai' *Bai' as-Salam* contract where the supplier and customer meet each other with payment in advance, whereas in online supplier and customer, delivery is made via a delivery service (Jamal and Raya 2021). Even though it has a positive impact on buying and selling activities, besides that it can cause losses if the product being sold does not match the specifications being sold, thereby causing harm to the buyer. Therefore, as a buyer, you must be careful and observant in online supplier and customer transactions.

The Islamic thinker who introduced the concept of selling and buying using the *Bai' as-Salam* agreement was Abu Hanifah. Regarding the concept, Abu Hanifah provided criticism regarding the procedures for *Bai' as-Salam* supplier and buyer activities which aim to avoid transaction disputes between sellers and buyers (Talli and Kurniati 2021). The *Bai' as-Salam* contract is a contract for buying and selling goods where the price and specifications must be clear and agreed upon, while the payment is made in full at the beginning (Usman, 2021). With the development of digitalization technology, buying and selling transactions are carried out through direct contact but also through marketplaces, which in practice must fulfill the principles in Islam such as willingness, honesty, absence of usury, and *gharar* elements which ultimately have an impact on the blessings of both parties. However, if the principles are not met either in direct or online transaction activities, it will have a negative impact such as order mismatches, fraud, and uncertainty. Therefore, this article will discuss the practice of Abu Hanifah's perspectives on the *Bai' as-Salam* contract and its significance in contemporary online buying and selling transactions.

Methods

The method used in this research is qualitative. The type of research is Library Research. Qualitative research is research where the data is not in the form of numbers but in the form of statements or sentences and doesn't require hypotheses in the research. Meanwhile, a research library is research with objects sourced from libraries (Abdullah 2015). Library research sourced from various books or ebooks, journals, or publications related to a research topic (Wekke 2019). The data sources of this research are sourced form various accredited previous literature relevant to the concept of *Bai' as-Salam* which is then explained descriptively with the aim of providing an overview and explanation related to Abu Hanifah's thoughts on contemporary selling and buying activities.

Result and Discussion

Biography of Abu Hanifah

Kufah, Iraq is the birthplace of Imam Abu Hanifah who was born in 80 Hijriah/699 Anno Domini. Abu Hanifah's real name is Nu'man ibn Thabit al-Kufi. He received the title Abu Hanifah which means holy and upright. This is because since childhood he had noble morals, such as being serious about worship and staying away from vile and sinful acts. He was born into a family with Persian nationality, When Abu Hanifah was about to be born, his father moved to the Kufah area. He was given the name an-Nu'man as a form of support for the Persian King at that time whose name was Muhammad Nu'man ibn Marwan. He lived during two reigns, namely in the Umayyad Dynasty under the leadership of Abdul Malik bin Marwan where Abu Hanifah lived for 52 years, and in the Abbasid Dynasty, he lived for 18 years (Saprida, Barkah, and Umari 2021).

Apart from having intelligence, Abu Hanifah has a love for the Al-Qur'an and studies its contents followed by studies of hadith and fiqh. So he had a strong urge to study various sciences such as Kalam Science which is related to jurisprudence with his teacher, namely Hammad bin Abi Sulayman Al-Kufi, as a jurisprudence expert from Kufah and became the main teacher of jurisprudence in Kufah after his teacher died (Mubarok 2020). Abu Hanifah is a generation of *tabi'in* because during his lifetime he met friends of the Prophet Muhammad SAW, including Anas bin Malik, Sahal bin Sa'ad as-Sa'idi, Abdullah bin Abi Aufa and Abu Tufail Amir bin Wailah. Abu Hanifah as one of the Imams of the four schools of jurisprudence, is known as a legal expert (*Faqih*) rather than a hadith expert (*Muhaddist*) (Suryadilaga 2015).

So Abu Hanifah became a famous high priest to this day. In the end, Abu Hanifah's fame was heard by the Governor of Iraq, Yazid ibn Umar ibn Hurairah, who asked Abu Hanifah to become a *Qadhi* (judge). However, Abu Hanifah refused and was arrested imprisoned and even whipped. In the end, Abu Hanifah managed to escape to Mecca and lived in Mecca for 6 years. With the end of the Umayyad Dynasty, Abu Hanifah returned to Kufah or coincided with the rule of the Abbasid Dynasty. In 150 Hijriah, Abu Hanifah died, which coincided with the birth of Imam Syafi'i. His works include *al-Makharif fi al-Fiqh, al-Fiqh al-Akbar, and al-Musnad* (Saprida, Barkah, and Umari 2021).

Selling and Buying Transactions with the *Bai' as-Salam* Contract

In Islam, trading activities through seller and buyer must be based in a way that is not detrimental, mutually beneficial, and does not contain elements of fraud, usury, or prohibited items such as pork, or alcohol. In the letter An-Nisa verse 29, it is explained that supplier and customer activities must be based mutually and not in a false way, as follows:

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْا لَا تَأْكُلُوْٓا اَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ اِلَّآ اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۗ وَلَا
تَقْتُلُوْٓا اَنْفُسَكُمْ ۗ اِنَّ اللّٰهَ كَانَ بِكُمْ رَحِيْمًا

Meaning: "*O you who believe, don't falsely consume your neighbor's wealth, except by trading based on mutual consent between you. Don't kill yourself. Indeed, Allah is Most Merciful*." Q.S An-Nisa Verse 29 (Lajnah Pentashihan Mushaf Al-Qur'an Badan Litbang dan Diklat Kementrian Agama RI 2019).

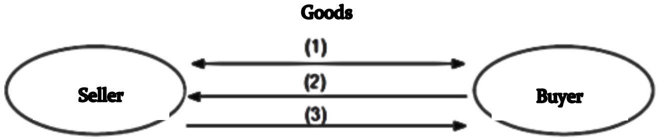
So based on this verse, it explains that Allah SWT prohibits everyone from improperly consuming someone's wealth. Allah SWT gave the command to seek sustenance using commerce or trading which is carried out mutually between both parties on a willing basis. Trading activities through buying and selling are carried out consensually, which means that both parties are open to each other, do not commit fraud, do not hide product deficiencies, there is no fraud in the transaction which then ends with the satisfaction of both parties (Munandar and Hasan Ridwan 2023).

In Abu Hanifah's opinion, as an expert in jurisprudence and one of the great Imams, he had an important role in developing the concept of Islamic economic thought, namely in seller and buyer transactions. The concept of this idea is the *Bai' as-Salam* agreement, which is a transaction procedure between the seller and the buyer who have the same understanding and agree on payment (fee) in cash before the commodity is sent. The purpose of the *Bai' as-Salam* contract was implemented by Abu Hanifah at that time. He criticized the contract method which could result in disputes between buyers and sellers of goods. He resolved this dispute by explaining in detail and clearly in the contract such as time, place of delivery, type of commodity, quality, and quantity. The commodities being traded must be available during the contract period and delivery time (Saprida, Barkah, and Umari 2021).

Transaction activities using the *Bai' as-Salam* contract have occurred since the period of ignorance, then after carrying out the Hijrah of the Prophet, the residents of the city of Medina have practiced the *Bai' as-Salam* contract in agricultural activities. The activity of having a *Bai' as-Salam* contract in buying and selling activities occurs because of dependence and need where the seller needs capital for both business and family while the buyer needs the goods being sold to meet living needs (Machfudz, Gunarto, and Khisni 2018). So in practice, it happened before Islam came and continued during the Medina period, which was carried out through buying and selling agricultural commodities such as dates. This was also practiced during Abu Hanifah's time to minimize disputes caused by unscrupulous sellers committing fraud and avoiding *gharar*.

Transaction activities allow for disputes to occur, therefore at the beginning of the contract, it must be explained clearly to minimize the risk of disputes because the principle of the *Bai' as-Salam* contract is that there is benefit between the seller and the buyer. However, if there is a discrepancy in the order, the transaction can be canceled, which is called *Al-Iqalah*, or can be interpreted as a willingness to cancel a contract (Syaichoni 2023). In addition, both sellers and buyers can make a *khiyar* or terminate the contract to prevent the risk of loss to one of the parties (Rahmawati et al. 2023). The following is the flow of buying and selling the *Bai' as-Salam* contract (Nurhayati and Wasilah 2023):

Figure 1. Flow of the *Bai' as-Salam* contract



Source: Book Akuntansi Syariah Indonesia, 2023

Based on this figure, it can be explained that the *Bai' as-Salam* contract occurs after the seller and buyer agree, and then the buyer makes a payment which is followed by the shipment of the commodity by the supplier. Apart from that, the implementation of the *Bai' as-Salam* contract is carried out with two greeting transactions called the parallel *Bai' as-Salam* agreement (Figure 2), which is a greeting agreement between the buyer and the seller/supplier, as well as between the seller and the supplier (third party). This contract occurs because the seller does not have the goods ordered and orders goods from a third party to provide the products ordered by the buyer. A parallel *Bai' as-Salam* contract is legally permissible provided that the second salam contract does not depend on the first contract, which means that the seller's contract with the supplier does not depend on the contract between the supplier and the buyer. A parallel *Bai' as-Salam* contract involves a third party and the procedure is the same as a regular *Bai' as-Salam* contract. The following is the flow of buying and selling the *Bai' as-Salam* contract:

Figure 2. Flow *Bai' as-Salam* contract Parallel

Source: Book Akuntansi Syariah Indonesia, 2023

The conditions and pillars in the implementation of the *Bai' as-Salam* agreement are as follows (Syaichoni 2023):

1. Pillars of the *Bai' as-Salam* contract

   In Abu Hanifah's view, harmony in *Bai' as-Salam* only includes consent and *qobul*, while the views of other *fiqh* scholars include the existence of people who transact, namely sellers and buyers, the object of the transaction, namely goods and prices, consent and *qobul* (*Siqhah*). Apart from that, all school imams agree to *Bai' as-Salam* by fulfilling six requirements, including the type of goods, nature of goods, quantity, delivery time, selling price of goods, and the place of receipt of goods must be clear.
2. Conditions for the *Bai' as-Salam* contract

Apart from harmony, there are conditions for *Bai' as-Salam*, including:

a. The type of item is known
b. The quantity and grade of goods are known
c. The place of handover is known
d. Goods must meet requirements such as clear type and variety (food or animal), nature or quality of goods, clear measurements of goods, suitability of price for goods, and not contain usury.

Practice of The *Bai' as-Salam* Contract in Contemporary Online Buying and Selling Transactions in Indonesia

1. DSN MUI Regarding the *Bai' as-Salam* Contract in Online Buying and Selling

Bai'As-Salam is a contract for commercial in Islam and it is permissible to use this contract in buying and selling activities. Based on the Fatwa of the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI) No: 05/DSN-MUI/IV/2000 about the selling and buying of salam, it stipulates a fatwa on the *Bai'As-Salam* contract which is based on the Al-Qur'an and Hadith, as follows (Dewan Syariah Nasional MUI 2000):

فَاكْتُبُوْ مُّسَمًّى اَجَلٍ اِلٰى بِدَيْنٍ تَدَايَنْتُمْ اِذَا اٰمَنُوْٓا الَّذِيْنَ يٰٓاَيُّهَا

Meaning: *"O you who believe! If you don't want to pay in ready money up to a certain time, make it in writing... "*(Al-Baqarah verse 282).

بِالْعُقُوْدِۗ اَوْفُوْا اٰمَنُوْٓا الَّذِيْنَ يٰٓاَيُّهَا

Meaning: *"O you who believe! Obey these contracts (promises)... "*(Al-Maidah verse 1).

عَنْ أَبِيْ سَعِيْدِ الْخُدْرِيْ رَضِيَ اللهُ عَنْهُ أَنَّ رَسُوْلَ اللهِ صَلَّى اللهُ عَلَيْهِ
وَآلِهِ وَسَلَّمَ قَالَ: إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ، (رواه البيهقي وابن ماجه
وصححه ابن حبان)

Meaning: "*Whoever performs salaf (greeting), let him do it with an obvious measure and clear balance, for a known term of time*" (Hadith from the History of Bukhari from Ibn 'Abbas).

Ibnu Abbas explained the connection between this verse and the *Bai' as-Salam* transaction as indicated by his statement "*I* *bear witness that the salaf (salam) which is assured for a particular term of time has been permitted by Allah*". Apart from that, in his history, Rasulullah SAW came to Medina where the residents performed *salaf* (*salam*) on fruit for a particular of one to three years (Usman 2021). The following is the hadith (Syaichoni 2023):

حَدَّثَناَ يَحْيِيَ بْنُ يَحْيَى وَعَمْرٌ والنّاَ قِدُ وَاللَّفْظُ لِيَحْيَى قَالَ عَمْرٌ وحَدَّثَناَ وَقَاَلَ يَحْيَى
اَخْبَرَناَ سُفْياَنُ بْنُ عُيَيْنَةَ عَنْ ابْنِ اَبِي نَجِيْحٍ عَنْ عَبْدِاللهِ بْنِ كَثِيْرٍ عَنْ اَبِي الْمِنْهاَلِ
عَنْ ابْنِ عَبَّاسٍ قاَلَ قَدِمَ النَّبِيُّ صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ الْمَدِيْنَةَ وَهُمْ يُسْلِفُوْنَ فِي
الثِّماَرِ السَّنَةَ وَالسَنَتَيْنِ فَقاَلَ مَنْ اَسْلَفَ فِي تَمْرٍ فَلْيُسْلِفْ فِي كَيْلٍ مَعْلُوْمٍ وَوَزْنٍ
مَعْلُوْمٍ اِلَى اَجَلٍ مَعْلُوْمٍ

Meaning: "*It has been told to us Yahya bin Yahya and Amr an-Naqid and Amr said 'has to recount us', has described to us Sufyan bin Uyaynah from Ibn Abi Najih from Abdullah bin Kathir from Abi al-Minhal from Ibn Abbas he said 'When the Prophet SAW came in Medina, the ethnic of Medina trade fruit by paying upfront, when the fruit he trade was stated to them within a year to two years afterward. So Rasulullah SAW said: 'Whoever sells dates with a promise, let it be with a particular size, a particular weight, and a certain term time*".

Meanwhile, in ijma, according to Ibnu Mudzir and the Ulama, they agree on the permissibility of buying and selling by means of greetings. Because this method is needed in community activities. Based on the MUI Fatwa, payments must include means of payment that must be known, such as money, goods, or the use must be clear; payment is made after the contractual agreement occurs; payments cannot be made in the form of debt relief (leniency for not paying debts). Meanwhile, the provisions on the goods must be clear, the specifications must be specified, the shipment of the goods is made later, the time and place must be clear, and until the goods are received the buyer cannot sell the goods, the goods may not be exchanged except for similar goods with an agreement (Dewan Syariah Nasional MUI 2000). Most Ulama in commercial transactions must provide specifications such as picture, shape, type, model, price, and there is no element of ambiguity (*gharar*) (Siagian 2021). *Bahtsu Masa'il* issued a fatwa held at the 32nd Nahdlatul Ulama (NU) Congress in 2010, stating that the law of commercial carried out using electronic equipment is valid, provided that both parties know the goods being traded, such as the nature or type as well as the terms and conditions. Harmony in commercials (Hakim 2023). So both in the Qur'an, Hadits, and Ijma', the Ulama allows *Bai' as-Salam* contract activities as a contract in online commercial in marketplace transactions took place by the public throughout the specifications of the goods being commercial are clear.

2. *Bai'As-Salam* Contract in Contemporary Online Transactions

Online commercial activities are similar to offline commercial, the difference is that offline locations are carried out in shops, while online use internetmedia and transactions are carried out face to face and transactions are based on trust (Djafri, Patahuddin, and Ridha 2020). The development of an increasingly modern world and increasingly sophisticated technological developments in the digital era have encouraged the development of buying and selling activities that do not have to be carried out through contact between sellers and buyers. Abu Hanifah's thoughts contribute to Islamic economic thinking in buying and selling activities, namely the *Bai' as-Salam* contract which is relevant for use in the current era and adapts to the practical needs of society. Buying and selling activities can be done online through marketplaces such as Shopee, Buka Lapak, Tokopedia, Zalora, and Lazada as well as others.

In Abu Hanifah's opinion, the *Bai' as-Salam* contract must meet the requirements which include knowing the price, determining the correct price, having the goods at the time of the contract, the quantity and category of goods being known, and the delivery time of the commodity is clear. In the digital era, the *Bai' as-Salam* contract is still relevant for use in online transactions and cash on delivery (COD). Without realizing it, when carrying out online commercial transactions through the marketplace, buyers have agreed to the terms of online orders (Wiranda and Malahayatie 2023). So in practice, nowadays, commercial activities are made online through marketplaces with the *Bai' as-Salam* contract which is relevant to use throughout the seller provides a clear description of the product being sold and the buyer knows about the product to be purchased and fulfills the requirements of the *Bai' as-Salam* contract. So, having a description of the product can minimize misunderstandings between sellers and buyers.

The Islamic view in business or online buying and selling activities is that things are permissible though there aren't elements of usury, monopoly, injustice, and *gharar* (fraud). The Prophet Muhammad gave a signal that buying and selling activities carried out like and like are halal. As in the *Bai' as-Salam* contract, online commercial is permitted. However, buying and selling activities become haram due to several factors such as the system used being haram (gambling), the object of the transaction being haram (drugs), fraud which causes the agreement to be broken, as well as causing losses or harm (Fitria 2017). Abu Hanifah's experience in trading activities has provided influence and served as a basis for providing solutions to problems that occur in society. As in the *Bai' as-Salam* contract transaction where the conditions must include the entire specification of the goods. If there is a difference in the specifications of the commodity when delivered, the seller is liable for repairs by repurchasing the commodity according to the specifications or returning the entire payment that has been submitted to the seller (Mukholik 2022).

In the parallel implementation of the *Bai' as-Salam* contract in the dropship system, two contracts occur, namely the first greeting agreement binding the buyer and supplier (Dropshiper) and the second greeting contract binding the seller (Dropshiper) and supplier as owners. goods. This contract is permitted in Islamic law and *muamalah* authentic that "*the authentic law in the case of muamalah is permitted, except that there is an argument that proscribe it*", and fulfills the requirements in the National Sharia Council (DSN) MUI Fatwa No: 05/DSN-MUI/IV/2000 concerning the sale and purchase of salam. In this contract, the first contract (buyer and seller) and the second contract (seller and supplier) must be separate and before the goods are passed on to the buyer, the seller (Dropshipper) must receive the goods first (Suyudi 2021).

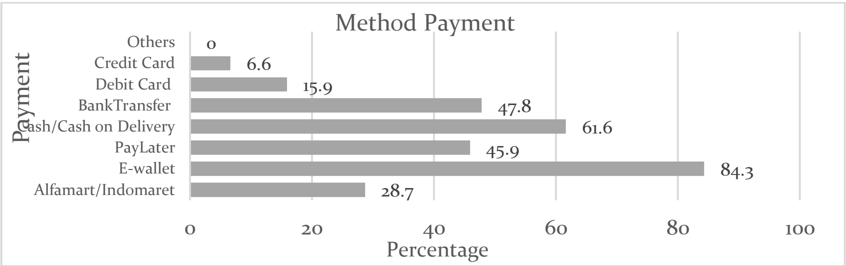
In online commercials, sellers only display pictures and specifications whose truth is not clear. Online commercial activities are permissible throughout the commodities being sold matching the characteristics and specifications of the goods (Shifa 2021). From the perspective of the Hambali School, the *Bai' as-Salam* contract is prohibited if it does not fulfill the provisions of harmony and conditions aren't met and cause transactions to be damaged or defective (Habibah Moslem et al. 2023). Thus, there are similarities in the prohibition of the *Bai' as-Salam* contract from both the Hambali and Hanifah perspectives. So whether a buying and selling transaction is halal or not, either directly or through a marketplace through the *Bai' as-Salam* contract, refers to whether the terms of commercials are accepted or not. So, as a Muslim, the seller must not sell goods that can cause losses to the buyer, on the other hand, as a buyer, you must know the specifications of the commodities to be purchased, especially in the activity of purchasing goods through the market place in order to avoid fraud from unscrupulous sellers.

The practice of buying and selling in Indonesia is by the provisions of the *Bai'As-Salam* contract even though it is carried out online, such as displaying product photos and providing product descriptions in the form of uses, composition or specifications without exaggerating them. Then to facilitate access to the buying and selling, there is a chat feature that is useful as a bridge between buyers and sellers. As well as to increase trust in customers or buyers in various marketplaces and provide a review feature from previous buyers. Not only that, contemporary online buying and selling activities sellers can broadcast live streaming where the seller can provide explanations related to the product directly even thought it is carried out online. Thus, the existence of marketplace features such as product descriptions, reviews, chat features, and live streaming can increase buyers confidence which shows that the goods sold have reliable quality, there are no elements of fraud that can cancel the sale and purchase transaction with the *Bai'As-Salam* contract.

3. Implementation of the *Bai' as-Salam* Contract in the Payment System

Apart from developments in commercial activities which don't have to be direct contact but also online, this has influenced the payment system. If the buying and selling activity is carried out directly, payment is made at that time. Meanwhile, if online, payment can be made via Cash on Delivery (COD) using a courier service as a seller's representative, E-Wallet, Qris, and Transfer. So that this payment can make online buying and selling activities easier. The following are payment methods that are often used in Indonesia:

Graph 2. Digital Payment Method Users at Market Place Indonesia 2023



Source: Databoks, 2024 (Muhammad 2023)

The graph indicates that payment methods that make use of e-wallets and Cash or COD (Cash on Delivery) are popular payment methods and are often used by people in online commercial transactions through marketplaces. Based on the Fatwa of the National Sharia Council (DSN) MUI No: 116/DSN-MUI/IX/2017 about Sharia Electronic Money, in approval with this Fatwa, the MUI allows electronic Electronic money can be used as a means of payment (MUI National Sharia Council, 2017). Payment methods made in cash or non-cash are permissible in Islam, whereas using a credit card is permissible by sharia because it is interest-free (Ramadhani, Fasa, and Suharto 2022).

In Abu Hanifah's opinion regarding the *Bai' as-Salam* contract, payment is made in cash before the goods are sent. However, nowadays there are various payment methods such as Cash on Delivery (COD) where payment is made in cash via a courier as the seller's representative. Cash on Delivery (COD) payments at Shopee are permitted in Islam because they are harmonious and the conditions are met and do not violate the Shari'a. Apart from that, buying and selling activities occur from the seller through the seller's representative (courier) to the buyer and there is a feature for returning goods if they don't match the order (Abdilah and Melindah 2022). Buying and selling activities with online orders made with Cash on Delivery (COD) payments don't contradict the laws of *Muamalah Fiqh* and are in accordance with the *Bai' as-Salam* contract (Hamka et al. 2024). The *Bai' as-Salam* contracts in online transactions are allowed to increase convenience, with Cash on Delivery (COD) payments made on the spot, allowing to reduce fraud, or non-conformance of goods with specifications (Dewi and Prayuti 2023).

In PayLater payments (payments at a later date) on Shopee with a 3, 6, and 12-month installment payment system, interest will be charged every month, which automatically increases which causes usury (Al-Mahbubah and Nurwakhidah 2021). For example, at Shopee you can be charged an interest rate of 2.95 percent for one transaction and a late fee of 5 percent of the total bill (Shopee 2020). Buying and selling activities are legal if they comply with the pillars and conditions of Islam, but if they are carried out using the payment method using PayLater, it is not permitted because interest is charged in practice (Savitri 2023). However, in practice, interest rates on PayLater apply if the installments are 3, 6, and 12 months, while 1 installment does not incur additional interest.

Conclusion

The result of the discussion shows that in the contemporary era, buying and selling activities are not only carried out directly but also online in harmony with development of the times. Abu Hanifah's thoughts related to buying and selling with the *Bai' as-Salam* contract, it can be implemented at the present time which is supported by the Fatwa of the National Sharia Council (DSN) of the Indonesia Ulema Council (MUI) No: 05/DSN-MUI/IV/2000

Concerning salam buying and selling. Has had an impact on direct on the practice of buying and selling directly and online which can minimize the occurrence of fraudulent practices, usury, monopoly, injustice, and disputes.

The application of the *Bai' as-Salam* contract by paying attention to the principles of buying and selling such as known goods, the nature of the goods, the amount, delivery time, the selling price of the goods, and the place of receipt of the goods, in addition to increasing the trustworthiness of the goods being sold but also can minimize the occurrence of fraud and benefit both parties. Then, with the features on the marketplace such as reviews, chat features, and live streaming can be used as a means to interact with the seller. With the development in buying and selling activities, payment is not only done directly, using the transfer system, Cash (COD), E-wallet, and others. With the development in buying and selling activities, payment is not only done directly, using the transfer system, Cash (COD), E-wallet or with the drop shipper system using the B*ai'As-Salam* contract is allowed and does not conflict as long as it is in accordance with the principles of buying and selling in Islam.

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