Online Buying and Buying From an Interpretation Perspective Economic Verses

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ABSTRACT
This article aims to discuss online buying and selling from the perspective of interpreting Islamic economics verses from the perspective of legal verses. The data collection method is carried out using secondary data and then analyzing it using a qualitative approach which is descriptive analytical in nature. The results of the research show that Allah has outlined procedures for carrying out buying and selling transactions in the Koran, one of which is by recording and testifying. Allah also prohibits all actions that involve consuming other people's property in a false way. Along with the development of technology, buying and selling has become a position that is very popular with the public, because many conveniences are found in it. Carrying out buying and selling is a necessity nowadays. As for the online form which is widely popular nowadays, it needs to be implemented while paying attention to its validity based on the Koran and various other explanations from both hadith and ijtihad of ulama.

Keywords:
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1. Introduction
The Holy Koran is the last holy book that Allah sent down to the face of the earth, which includes various things both past and future. The various laws contained therein can be found in their legal istinbath, of course through interpretation activities carried out by qualified interpretation experts. Buying and selling is one type of muamalah transaction that is often carried out in modern civil society. As technology develops, the types of buying and selling are becoming wider, so they can be done online.

The Koran has paid attention to this buying and selling, so that it can be used as a guide for every Muslim in interacting, so that they can limit themselves from various actions that are prohibited by sharia. Where, these verses are studied by scholars in order to provide further explanation to the people. In this article, the author will try to explain various things related to online buying and selling from the perspective of interpreting economic verses.

The verses discussed in this article are the words of Allah.

"O you who believe, when you make debts (don't pay in cash) for a specified time, you should write them down. And let a writer among you write it fairly. And let the writer not be reluctant to write it as Allah has taught him, so let him write, and let the person who is in debt accept (what he will write), and let him fear Allah his Lord, and let him not reduce his debt in the slightest. If the debtor is a person who is weak of mind..."
or weak (in his condition) or he himself is unable to implement it, and then let his guardian implement it honestly. And testify with two male witnesses (among you). If there are not two men, then (permissible) one man and two women from among the witnesses whom you please, so that if one forgets, the other person reminds him. The witnesses should not be reluctant (to provide information) if they are summoned; and do not get tired of writing down debts, whether small or large, until the deadline for paying them. That way, it is fairer in the sight of Allah and strengthens your testimony and is closer to not (giving rise to) your doubts. (Write your muamalah), except if the muamalah is a cash trade that you carry out between you, and then there is no sin for you. (if) you do not write it. And bear witness when you buy and sell; and let the writer and witness not make things difficult for each other. If you do (that), then indeed it is an act of wickedness on your part. And fear Allah; Allah teaches you; and Allah is All-Knowing of all things.” (QS. Albaqarah: 282) Allah also said, "O you who believe, do not do evil to each other's wealth in a false way, except by means of commerce that is carried out mutually between you. And do not kill yourselves; Verily Allah is Most Merciful to you.” (QS. An-Nisa: 29).

2. Explanation Of Verses From The Perspective Of Interpretation Of Economic Verses

2.1. The reason the verse was revealed

Regarding Surah Albaqarah 282, Sufyan ats-Tsauri narrated from Ibn Abbas, "This verse was revealed in connection with the issue of greetings (cashing) up to a certain time. God's word, "write it down" is a command from Him to record it for the archives. The commands here are commands that are guiding, not obligatory (Ar-Rifa’i, 1999: 462-463) When Rasulullah SAW first came to Medina, the native people used to rent out their gardens for one, two or three years. Therefore, the apostle “whoever rents out (loans) something, let it be with a certain weight or measure and a certain period of time.” In fact, Allah SWT revealed verse 282 as an order that if they owe debts or muamalah within a certain period of time; they must write down an agreement and bring in witnesses.

This is to prevent disputes from occurring in the future. (HR. Bukhori and Sofyan Bin Uyainah from Ibnu Abi Najih from Abdillah bin Katsir from Minhhal from Ibnu Abbas), (Damas, 2014: 49) As for the reason why the QS verse came down. An-Nisa: 29, the author found in Tafsir Ibn Kathir, that Imam Ahmad said, he has told us Hasan Ibn Musa, has told us Ibn Luhai’ah, has told us Yazid Ibn Abu Habib, from Imran Ibn Abu Anas , from Abdur Rahman ibn Jubair, from Amr ibnul Ash r.a. which tells that when the Prophet SAW. Sent him in the Zatus Salasil War, one very cold night he dreamed of releasing semen. He was worried that if he bathed in jinabah, he would perish. Finally, he was forced to perform tayamum, and then pray the morning prayer with his friends. Amr ibnul Ash continued his story, "When we returned to Rasulullah SAW. I told him about this. He said, 'O Amr, do you pray with your friends, even though you have jinabah?‘. I (Amr) answered, 'O Rasulullah SAW, I actually dreamed of releasing semen on a very cold night, so that I was worried that if I took a bath I would perish, then I remembered the words of Allah SWT which said: "And do not kill yourselves, indeed Allah is Most Merciful to you.” (An-Nisa: 29) therefore, then I performed tayamum and prayed.‘ So Rasulullah SAW laughed and did not say a word.” (Ibnu Katsir, t.t: 269-270).

The prohibition of taking advantage through usury and the command to give alms can give the impression that the Koran is not sympathetic towards people who own wealth or accumulate it. This mistaken impression is removed through this verse, which essentially orders you to look after your assets by writing down your debts and receivables, even if they are small, and witnessing them. If that impression were correct, there would certainly not be such detailed demands regarding the maintenance and writing down of accounts receivable. (Shihab, 2005: 601-609). This is the longest verse in the Koran, and is known by scholars as Ayat al-Mudayanah (verse on debts and receivables). Verse 282 begins with the call of Allah SWT. To the people, who claim to believe, O you who believe, if you don’t do your congregation in cash for the specified time, you should write it down.

O you who believe in Allah and follow His Messenger; Muhammad, PBUH. If you don’t do any business (buying and selling, accounts receivable, renting, etc.) in cash within a certain time, you should write it down to preserve your assets and avoid disputes. Let someone who can be trusted write it. Let no one who is taught by Allah in this matter be reluctant to write it down. Let the debtor dictate the debt. Let him fear his Lord and do not reduce his debt in the slightest. If the person who owes the debt is still under guardianship because he likes to waste and waste money, is still a child crazy, he is unable to speak because he is mute or unable to speak properly and perfectly, the obligation to dictate the debt moves to the person assigned to be his representative. Ask two Muslim men who are mature and sensible from among just (clean
and trustworthy) people as witnesses. If there are not two men, (permissible) one man and two women from among the witnesses whom you please so that if one forgets, another person will remind him. Witnesses should come when they are called to testify. And they must provide testimony when asked. Don't get bored of writing down debts, both small and large, until the payment deadline. This is fairer in the view of the Shari'a, and Allah's guidance is more helpful in testimony, and is stronger in dispelling doubts regarding the type, amount and tempo of repayment.

However, writing is not required for cash transactions. However, it is recommended that there be witnesses to avoid disputes and divisions. It is mandatory for witnesses and writers to carry out their testimony and writing in the correct way and according to Allah's commands. Don't let the witnesses and writers harm people who are in debt and those who are in debt. If you do what is forbidden. In fact, it is an action that deviates from Allah's commands and you deserve the consequences. Fear Allah by carrying out everything that is commanded to you and avoiding everything that is prohibited. Allah teaches you everything that is good for this world and your hereafter. Allah is All-Knowing of everything. None of your affairs are hidden from Allah. He will repay all your actions. (Baqi: 2012: 444). Several previous verses, Allah SWT. explains the law of transactions by collecting usury accompanied by prohibitions and threats to the perpetrators. So in this verse, Allah SWT. would like to teach several provisions regarding debt and receivable transactions that apply to non-cash buying and selling transactions within the agreed time, which avoid bad practices and are able to preserve the assets of each perpetrator. (al-Sayis, 2001: 176). Writing orders can include orders to both people making the transaction, in the sense that one person writes, and what he writes is handed over to his partner if the partner is good at writing and reading, and if they are not good at it, or both are not good at it, then they should look for a third person. The author, the two people carrying out the transaction, and all those involved in the transaction are ordered to act fairly and honestly in writing down and implying/dictating their debts and receivables.

2.2. Fiqh Perspective Regarding Verses

As stated by Al-Qurthubi (tt: 265-276) in his interpretation of QS Albaqarah 282, Al-Qurthubi discusses this verse by classifying the explanation of the interpretation in 52 parts, including those related to interpretation and law related to the verse. Among others are the scholars limit the definition of Salam, they argue that Salam is the purchase of something that is known but is guaranteed (handed over at a later date) until a specified time, and the specifications of the goods are clearly known. That is what the Maliki madzhab scholars agree on, namely allowing payments to be made after two or three days of the transaction because of the proximity, whether using conditions or not. Ash-Shafi’i and the Khufah scholars did not agree, they did not allow delays in payment from the time of the Salam transaction until the time they separated from the place of transaction. They are of the opinion that the Salam transaction is as legal as the exchange which must be handed over right away.

In the seventh explanation, it is stated that the requirement for the seller (al muslam ilaah) to be the owner of the goods (al muslam fih) is not included in the terms of the Salam transaction. This is different from the opinion followed by some Salaf scholars. According to Imam Malik, for people who carry out Salam buying and selling transactions for food at a known price and time, then when the specified time arrives, the goods being sold are not in the hands of the seller, and then the transaction is damaged or cancelled. Thus, the buyer can only take the silver, or gold, or money (capital) he gives. If the buyer takes something other than the price he has paid or is turned away with goods other than the food he wants to buy, then this includes selling the food before the food is received (becomes his). Malik said: The Messenger of Allah forbade selling something that had not been received (belonged to him).

Some scholars are of the opinion that writing down debts and receivables is legally obligatory for the person concerned. This verse makes it mandatory, whether in the form of a loan or in the form of buying and selling. So that there is no denial in the future. Meanwhile, a number of ulama are of the opinion that this prohibition on writing down debts is simply sunnah, to safeguard assets and doubts can disappear. If the person in debt is a pious person then he will not feel disturbed by the writing as a document that can be trusted for his debt and as a necessity for the owner of the property. Testimony for blind people, some scholars accept this testimony if they listen directly to someone else's voice, because they seem to have drawn conclusions from their hearing to the point of being convinced. They also argue that the similarity of sound is like the similarity of images and colors.

However, this opinion is weak, because to think like that means allowing reliance on sound for people who are not blind. Al Qurthubi argues, regarding the testimony of blind people, in the Malik school of thought it is stated that witnessing a voice is permissible in matters of divorce or other matters, if one really recognizes the voice. Scholars differ in their opinions regarding the law regarding the testimony of young children. According to Imam Malik, testimony is permissible if they do not disagree with each other and have not separated. However, the testimony cannot be less than two people.

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In contrast to the opinion of Syafi’i and Abu Hananafiah and his followers, they do not allow testimony by small children. The evidence is the word of Allah SWT, “From the witnesses you are pleased with” and also the word of Allah, “And testify with two fair witnesses among you” (QS. Ath-Thalaq: 2). Allah SWT has made the testimony of two women the same as the testimony of one man, so the law of two women is the same as the law of one man. Therefore, in the Maliki school of thought and also the Shafi’i school of thought, because the testimony of one woman is sufficient if it is accompanied by an oath, then so is the testimony of two women if it is included in an oath.

This was denied by Imam Abu Hanafiah and his followers, they said, "Indeed, Allah SWT has classified the laws of testimony according to their respective roles, and Allah SWT does not mention testimony that is accompanied by an oath. This opinion was also followed by Ats-Tsauri, Al Auza’I, Atha’, Hakam bin Utaibah, and several other groups. Al-Qurthubi quoted, Al-Qadhi Abu Muhammad bin Abdul Wahab was of the opinion, Testimony is only for financial matters and those related to them, not the termination of causes related to the body (qishash punishment or other punishments). The proof is the consensus of the ulama who hold this opinion. He continued: Because financial matters are lighter than bodily matters, the proof is the acceptance of the women's testimony.

Al Mahdawi said, In matters of hudud (punishment regulations), the testimony of women is not allowed, according to the opinion of the ulama in general. Likewise in matters of marriage and divorce, according to the opinion of most scholars. This opinion is also followed by the Maliki school of thought, the Shafi’i school of thought, and other schools of thought. Then the Maliki school of thought added: They (the women) are only allowed to testify in financial matters. In contrast to Abu Hananafiah's opinion, he said: anyone who is a true Muslim and does not commit real acts of wickedness is permitted to testify. Even though he is an unknown person. Abu Hanifah is of the opinion that in financial cases it is only enough for a witness to have Islamic requirements, but not in hudud (punishment) cases. However, this opinion was opposed by Ibn Al-Arabi, he said that this separation had invalidated his own opinion and drowned out his intentions. According to Al Qurthubi, Abu Hanifah's opinion in this section is very weak, because Allah SWT Himself has required approval from a just nature, and someone cannot be said to be approved just because they have Islamic status. God's Word, "And among humans there is a person whose words about worldly life attract your heart, and he testifies to Allah (the truth) what is in his heart, even though he is the hardest challenger. And when he turns away (from your face), he walks on the earth to cause damage to it, and destroys crops and livestock, and Allah does not like destruction." (QS. Al Baqarah: 204-205).

Relying on the verse of QS An-Nisa 29, Imam Sya’fi is of the opinion that buying and selling is not valid according to the Shari’ah unless it is accompanied by words that indicate approval, whereas according to Imam Malik, Abu Hanifah, and Imam Ahmad it is sufficient to do so. Handover of the goods in question because such actions can already show or indicate agreement and like-mindedness. (Ibn Katsir. It: 269).

Scholars differ in their opinions regarding the limits of "pleasure". One group says that the perfect agreement between both parties is after they have separated after the contract has been made. According to Syaukani, what counts as buying and selling is the presence of pleasure in the heart, with pleasure, but not necessarily with words, even if the actions and movements show this, then that is enough and sufficient. Meanwhile, Imam Sya’fi and Imam Hanaafi require the contract as proof of their pleasure. Consent is a hidden action that cannot be seen, therefore it is mandatory to rely on one condition that can show consent, namely a contract. (Binjai, 2006: 259).

2.3. Online Buying and Selling in an Islamic Economic Perspective

Transactions of goods and services via online media are included in the muamalah category in the field of trade or business, which describes an activity carried out by someone with someone or with several people to meet their individual needs. In online transactions, the buyer, after looking at the list of goods and prices along with the payment and delivery procedures, if he agrees to the rules listed on the purchase procedure form, he will carry out the order process by filling in the purchase form and ending by clicking "OK".

By clicking "OK" the buyer can understand that the buyer has agreed to be bound by sales and purchase agreement with the merchant. So there has been an agreement between the merchant and the buyer, where the merchant agrees to send the goods ordered and the buyer agrees to hand over the money (via bank transfer, credit/debit card, ATM).

However, if the buyer objects to what is stated in the form, he can ignore it by stopping the transaction (press cancel or close), (Kurniaty et al, 2015: 67). As stated in the Koranic verse above, when buying and selling, including online buying and selling, evidence is required in the form of writing or something similar. This aims to minimize fraud that could arise between the two parties. Recorded evidence is very much needed, which nowadays may be more detailed in nature. In other words, in online buying and selling, there
should also be witnesses who can apply in the form of permits from the relevant authorities for companies that provide online services, so that fraud can be minimized.

In QS. An-Nisa: 29, Allah says, “O you who believe, do not devour each other's wealth in a false way, except by means of commerce that is carried out mutually between you. And do not kill yourselves; Verily Allah is Most Merciful to you.” In online buying and selling and all other types of buying and selling, it is not permissible to use other people's property in a false way and the buying and selling must be carried out willingly. One form of willingness is expressed through consent and Kabul. Wahbah al-Zuhaili defines a contract as meaning a meeting of consent and acceptance that is justified by the syara' which gives rise to legal consequences for the object. (Zuhayli, 1989: 81). According to Wahbah Zuhaily, the purpose of having the same assembly does not mean that sellers and buyers have to be in the same place. Because it could be that someone is sitting in another place and another person in another place.

However, both can carry out business relations, for example via telephone and letters. Thus, what is meant by one assembly is, when a transaction occurs, both parties are in the same period and time. A sale and purchase is legally purchased with an agreement and a Kabul, (also) valid by using writing, provided that both parties are in a distant position or the person doing the contract (can) do so in writing and cannot speak. As decided by Majma’ Al Fiqh Al Islami (OIC Fiqh Division) decision no. 52 (3/6) of 1990, which reads "If the contract occurs between two people who are far apart, not in the same meeting and the perpetrators of the transaction, each other does not see each other, does not hear each other's transaction partners, and the medium between them is writing or letters, or messenger, this can be applied to facsimile, telex, and computer screen (internet). So the contract takes place with the arrival of consent and qabul to each party to the transaction. If the transaction takes place at one time while both parties are far away, this can be applied to transactions via telephone or cell phone, then the consent and qabul is immediate as if both were in the same place. (Salim, 2017:378).

There is a rule of fiqh which states, "إِيَّا أَيُّهَا الَّذِينَ آمَنُوا عَلَى تَحْرِيمِ السَّيْرِ قَمْ بِالْعَمَالَةِ الأَنَاسِ." Basically, all muamalah are permissible in law, until there is an argument that shows that it is haram." As Abdullah bin Mas'ud said, what is considered good by Muslims is good before Allah, but vice versa. And the most important thing is honesty, fairness and clarity by providing complete data, and no intention to deceive or harm other people, as Allah says in Surah Albaqarah 275 and 282 above. Based on this, carrying out buying and selling is a necessity nowadays. As for the online form which is widely popular nowadays, it needs to be implemented while paying attention to its validity based on the Koran and various other explanations from both hadith and ijihad of ulama.

3. CONCLUSION

Allah and the Messenger of Allah have outlined the procedures for carrying out buying and selling transactions: namely by recording and testifying. Allah also prohibits all actions that involve consuming other people's property in a false way. Along with the development of technology, this buying and selling has become a position that is very popular with the public, because many conveniences are found in it. As the final sharia, Islamic teachings definitely have global exposure to various current problems. Including online buying and selling, this teaching also covers this activity, where the Koran has outlined the obligation to record and testify in every debt and receivable transaction. All Muslims must obey the teachings of the Koran, including the prohibition on taking other people's property in a false way.

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