



A SHARIAH COMPLIANCE INTEGRATED E-COMMERCE TRANSACTION AN ANALYSIS OF SHOPEE.COM: A LITERATURE REVIEW

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Abstract: A few Shariah concerns may arise from the usage of information and communication technologies for online business transactions. Although numerous studies have touched on the concerns from an Islamic perspective, none of them present an empirical examination on e-commerce transactions in the context of Islamic contract law. Therefore, the objectives of this study are to first assess whether online purchases are permissible from a Shariah viewpoint, particularly in the context of Islamic contract law, and then to examine whether or not e-commerce transactions comply to Shariah standards. In order to achieve the study's first objective, library research is used to examine both classical and contemporary literature. Shopee.com is selected as a case study for the second purpose. This gives us a base for understanding how the Islamic law of contracts may be implemented to digital transactions. Results show that, in general, Shopee's online transactions satisfy the Shariah requirements of a valid contract, with the exception of two situations: (i) transactions involving prohibited goods like alcohol, pork, non-halal food and beverages, and (ii) payment methods using credit cards (interest).

Keywords: *E-commerce; Contract of Islamic Law; Shariah-compliance; Shopee.com*

1. Introduction

People are now able to do business online due to the internet's widespread adoption across a wide range of industries. E-commerce is basically comparable with traditional paper-based business transactions. Sellers offer their goods, prices, and conditions available to new customers in both situations. When possible, buyers will discuss conditions and pricing before making purchases and processing payments. With the delivery of the acquired goods, the procedures are finished. From the perspective of Shariah, each and every transaction, whether it takes place in a physical location or online, is viewed as a contract. The contract should follow a number of standards outlined by the Shariah in order to ensure the contract is valid. This is necessary for Muslims to accept and conduct online commercial transactions. Although several studies have looked at e-commerce related issues from an Islamic viewpoint, it has been observed that none have empirically reviewed the step-by-step processes of e-commerce transactions in the context of Islamic contract law. The research examines the fundamental elements of a contract and the principles of Shariah to fill this gap. It then conducts a case study on Shopee.com to explore into how Shariah-compliant its online transactions are.



E-commerce, in its broadest sense, is any type of commercial transaction carried out via the use of information and communication technology (ICT) (Majid & Yahaya, 2022). E-commerce is defined more specifically by (Adila et al., 2022) as the purchase process, offering for sale, transferring, or exchange of goods, services, and/or information over a network connection, including the Internet. Even though it is not a recent phenomenon of the contemporary day, e-commerce has a similar meaning to traditional commerce in Islam since it similarly requires contracts to exchange valuable assets or possessions from one party to another in order to make money (Muneer, 2016). Since Islamic law of contract primarily strives to safeguard the interests of parties engaged in a transaction and eliminate damages, all e-commerce activities must also comply to its guidelines and principles, therefore enhancing the Islamic ethical code of commerce and business (Ishfaq, 2021).

According to Mohd Zulkifli et al., (2021) there are some requirements for e-commerce that also apply to Islamic financial transactions, including: (i) all transactions are permitted unless there is a strong justification that implies otherwise; (ii) every transaction must ensure the mutual benefit and justice of the parties; (iii) every transaction must be free of basic forbidden characteristics like usury (*riba*), uncertainty (*gharar*), and gambling (*maysir*).

Riba occurs in loan and sale transactions. The former refers to increased amounts that the creditor earns from his debtor in considerations of the period allocated for the loan repayment, and the latter takes place when the exchange of money for money is not hand-to-hand or in an equivalent amount (Hassan et al., 2021). *Riba* is forbidden according to the Quran, Sunnah, and consensus. Shariah aims at removing not just the inherent exploitation of the institution of interest but also that which is inherent in all kinds of unfair exchange in all modes of economic dealings (Majid & Yahaya, 2022). *Gharar*, on the other hand, indicates a lack of knowledge, recklessness, and uncertainty (Rhanoui & Belkhoutout, 2019). In an exchange contract, it could be affixed to the thing being exchanged or the cost. *Gharar* may be divided into two categories: excessive and minor. Because it cannot be avoided completely in each business transaction, the latter category can be permitted. *Maysir* is also known as gambling. It means the obtain of riches via chance, whether or not it violates another person's rights (Borlakova & Kubanova, 2020). Islam forbids gambling because it believes that wealth should be acquired through hard labour and effort, not by luck alone (Abedifar, 2021).

In addition to the prohibition listed above, Islamic law stipulates that all transactions must satisfy fundamental requirements and associated criteria, such as contracting parties (buyer and seller), subject matter (object and price), and form (offer and acceptance) in order to assure the legality of transactions (Riyanti, 2022). From the standpoint of Islamic contract law, each of these prerequisites is described in the next section along with the conditions that must be met.

Conditions and Requirements for Lawful Online Transactions: The following criteria must be met in order for an online transaction to be legitimate and enforceable under Islamic valid contract. In terms of form, a contract has two parts which is an offer and an acceptance (Suhaimi et al., 2017). An offer is the initial suggestion made by either the buyer or the seller in a contract. An acceptance, on the other hand, is a declaration that the other party to the contract has read and agrees to the conditions of the offer (Rahman & Muhammad, 2021). The majority of Muslim scholars agree that, in addition to verbal communication, offers and acceptances can also be made through the phone, fax, or telex, or even by the actions or body



language of the parties to the contract. Offer and acceptance must be mutually consistent, unambiguous, and related (Adila et al., 2022).

In traditional commerce, the parties to the agreement meet in person for one meeting and discuss the details of the agreement. As a result, there is a connection, clarity, and consistency between the offer and the acceptance (Ribadu et al., 2020). There are two circumstances in which an offer and acceptance can occur in the context of e-commerce. The first scenario is the offer and acceptance take place in one meeting spot via instant writing, such as chatting, or via electronic communication, such as a teleconference, making the parties virtually present in the area (even when they are at different locations). In this case, the agreement will be seen as having been reached by the parties in attendance because it was reached at a constructive meeting (Gholo et al., 2022). Next circumstance is the offer and acceptance take place through computer screens, such as interactive websites and emails, without the parties being able to see, hear, or engage with each other physically or electronically (Rahman & Muhammad, 2021).

According to the Council of Islamic Fiqh Academy, a contract is considered to be finalised when the offeror conveys the offer to the offeree and the offeree tells the offerors of his acceptance. The decision is founded on the viewpoint of ancient jurists on how a contract between inter-absentees might be concluded, such as by a letter or a messenger. Even though there may be gaps in time and distance, the meeting location is seen to be consistent since the messenger or letter qualifies as 'a representative' acting and making an offer on the seller's behalf (Kambol, 2018).

Some believe that when a vendor posts an item for sale on their website, the meeting session for e-commerce begins instantly (Hidayat et al., 2020), however (Mohd Zulkifli et al., 2021) argues that the session should instead begin when a buyer expresses interest in a transaction by clicking on the listed item on a seller's website, then adds the item to his shopping cart after reviewing the details and the price. Therefore, an offer is made when a seller requests confirmation, such as "Are you in agreement?" When the buyer acknowledges the purchase and continues with the payment, acceptance has already occurred, and the contract is now complete. (Asuhaimi et al., 2022) viewpoint is thus chosen since in traditional commerce, the meeting session also begins when a customer selects an item from the shelves and proceeds to the checkout. He makes the payment, which completes the deal.

In terms of contracting parties, Islam places a strong emphasis on the need for mutual consent between contracting parties and forbids claiming another person's property without their permission (Rio et al., 2022). In a transaction, the necessity for mutual consent is essential, otherwise, the contract is invalid and has no legal force (Gholo et al., 2022). Without the owner's permission, no property should be removed from its owner. Such an idea is based on a passage from the Quran that reads: "O you who have faith! Do not unfairly divide your property among one another unless it is in the context of a deal agreed upon by all parties" (4:29). It has also been stated that the Prophet (peace be upon him) said, "Sale is but based on mutual consent." These facts make it very evident that all business dealings must be founded on the voluntary consent of all parties. Any element that breaches this condition might thus declare the contract void. For example, coercion invalidates the contract because there was no free will



involve in the transaction. But consent is a private, internal thing. As a result, the contractual parties' offers and acceptances serve as the exterior proof of consent.

Additionally, contractual parties must be people who are lawfully qualified to conduct business. The primary prerequisite for both the buyer and the seller is legal capacity (*ahliyyah*). According to Islamic law, it is the characteristic that makes a person eligible to receive what is legally due to him or qualify him to fulfil his legal responsibilities (Yaqin, 2022). Therefore, since a youngster lacks legal ability, his selling and purchasing acts are deemed illegal. Only with his guardian's consent would the transaction be legal. Additionally, the person presenting the item as the subject of the transaction must be the owner and have exclusive authority (*milkiyyah*) over it. "Do not sell what you do not have," the Prophet (peace be upon him) said. When mediating a transaction on behalf of another party, the mediator or broker must obtain authorization to serve in the capacity of an agent who represents the asset owner (Wan Ismail et al., 2020).

In terms of subject matter, a contract's subject matter which includes the item or thing being purchased and the price, must meet a number of requirements, most notably that it be valid, valuable, present, deliverable, and precisely specified. The item being traded must be acceptable and legal under Islamic law. As a result, since their consumption is forbidden in Islam, it is forbidden to sell wine, dead animals, or pork (Ab Halim & Mohd Salleh, 2020). The item also has to be real and delivered from one party to another. Accordingly, the transaction is invalid if the object does not exist and the seller is unable to provide it. For example, selling stray pets, birds in the sky, or fish in the sea is illegal since the vendor lacks the legal right to deliver the items. This criterion is essential to prevent doubt (*gharar*) that could result from the seller's incapacity to make delivery and to guarantee that the buyer would have unhindered access to the object.

The parties to a contract must also be aware of the object and the price, and they must be able to accurately identify and describe both. Lack of information of the subject matter and its features may render the transactions void since it may cause a dispute. Billah (2019) said that information on the issue may be discovered by physical observation, hint, or description.

2. Materials and Methods

The study uses library research to acquire data on the idea of contract in Islamic law, where both classical and contemporary literature has been investigated, in order to comprehend the permissibility of online transactions from the Shariah perspective. The study then uses a content analysis approach to examine the opinions, arguments, and disagreements among jurists and academics about Islamic contract law, particularly in light of contemporary digital transactions. In order to offer a foundation for future interpretation on the applicability of Islamic contract law in the situation of electronic transactions in an online environment, Shopee.com was chosen as the case study. In this respect, step-by-step procedures for completing an online transaction on the website were examined in accordance with the aforementioned crucial conditions of a contract under Islamic law.

Case Study: Shopee is an online marketplace where customers can browse, buy, and sell on the go. It aims to make online transactions safer and more convenient for both consumers and

sellers. Shopee.com is able to provide its clients with a wider variety of new, refurbished, and used goods in a variety of categories, including toys, groceries, jewellery, sports and outdoor gear, computers, autos, and industrial goods in addition to the usual selection of books, movies, digital downloads, electronics, and computers.

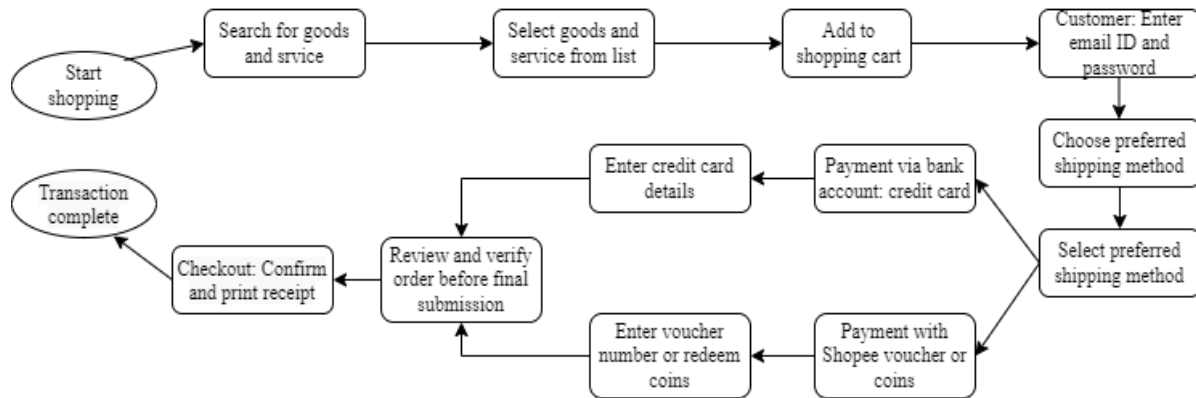


Figure 1: Processes for Standard Transactions on Shopee.com (Adapted from Shankar et al., 2021)

According to Figure 1, which shows the general flow of online transactions at Shopee.com, a transaction consists of six (6) specific components. After reviewing an online catalogue of goods and their costs, a customer (buyer) puts an order and makes payments online. Shopee.com is also known as a seller or broker, facilitates online purchases by offering items for sale and/or acting as a middleman. Shopee.com also makes sure that online payments are received before the seller completes and delivers an order. Product (subject matter) is an item traded during the transaction. Price: The sum requested as payment. Payment services is the main actors in online financial processing include banks, credit card firms, and payment clearing institutions. Product delivery is done by distributors and delivery services that fulfil orders for deliveries of the product.

3. Results and Discussion

This part describes the findings from an analysis of Shopee's digital purchasing, which are based on the crucial criteria indicated in the section before. Form: As was already said, an e-commerce meeting session begins when a purchaser clicks on a product supplied on a seller's website and then proceeds to the checkout cart to make a purchase. As a result, the offer is made when the seller shows the 'place order' button on the website interface, and the seller is informed that the offer has been accepted when the buyer clicks the button and continues with the payments. (Mohd Zulkifli et al., 2021) claims that such a transaction is permissible and legally binding since it satisfies the requirements of connection and conformity of the offer and acceptance. The offer and acceptance of a sale contract via Shopee.com follows the same process as it does for offers and acceptances made via other websites, with a few minor exceptions that don't significantly affect the legality of online transactions in the eyes of Shariah.



Contracting Parties: In order to assure the legality of a transaction made through Shopee.com, both the customer and the supplier, Shopee, must have the requisite legal capacity (*ahliyyah*) to do so. The scenario demonstrates how easy it is for any consumer to register for Shopee.com account. However, he must provide specific credit or debit card information when he wishes to engage in a transaction. Therefore, the possession of the card serves as confirmation that the consumer is authorised to complete the transaction. Shopee as a seller, must have a distinct legal characteristic, i.e., a legal entity with a distinct form from the persons who founded it. Islam considers a legal entity as a person but not a human being (Abdul Razak & Abd Ghadas, 2020). Therefore, Shopee.com is entitled to establish a legal connection and engage in business activities. Shopee.com is an online platform that enables third party sellers, businesses, and even individuals to sell new and used things to online customers in addition to selling products and commodities out of its warehouses. In this situation, Shopee.com serves as a broker, facilitating contact between buyers and sellers in order to conduct online business transactions. Retailers and individuals who use Shopee.com's platform to sell their items must pay a fee. It should be emphasised that the contractual connection between Shopee.com and customers is unaffected by the brokerage agreement between Shopee.com and independent vendors. Brokerage is permitted by Islamic law. Since a broker's fee is a compensation for their labour and efforts, it is permissible (Yusron Sholikhin & Nurul Fitri Amijaya, 2019). According to this justification, both parties are capable of closing the transactions and have the necessary legal capacity (*ahliyyah*).

Subject Matter: It examines the goods or items being exchanged on Shoppee.com as well as their costs. The majority of the things available on Shoppee.com are permissible, with the exception of pig and products connected to it, alcohol and products related to it, non-halal food and beverages and things related to it that does not comply to Shariah. Islam considers the trade of these goods to be forbidden because they contradict with Shariah law. In order to avoid doubt (*gharar*) and ignorance, it is also important to provide clear product descriptions and information. In this case, Shoppee.com defines its items using text and photographs, allowing for accurate genus, quantum, and identification. Each product has its own web page, which offers customers images and product information. A few of the goods have links that lead to more product details like supplier specs. Customers may also leave reviews and ratings on Shoppee for items they have purchased. Additionally, the costs for delivery and the pricing of all items are specified. In order to prevent any excessive *gharar* and ignorance, Shoppee.com complies with the Shariah's need to offer appropriate information about a product being traded.

Shariah also makes provisions for how the items must be delivered. Shoppee.com promises to deliver all purchased goods to consumers within the allotted time limit. Once payment has been received, the item will either be shipped or made available for download (this technique applies to digital media goods, software, e-books, and photographs) (the order is forwarded to the manufacturer or third-party distributor, who will ship the product to the customer). Because the goods may be delivered, the Shariah criterion has been satisfied. According to Shariah, a hand-to-hand exchange is required for the sale of gold through Shoppee.com, and both the payment and the delivery of the gold must take place on a spot basis (Ribadu et al., 2020). In the majority of online transactions made through websites, such as Shoppee.com, the gold will only be sent by mail once the vendor has received the payment.

Credit and debit cards are the most common payment option for online purchases. However, Shopee.com offers clients another option, such as voucher and coins. Islam accepts electronic payments made using debit cards since they function similarly to cash and are provided in exchange for consumer bank deposits, transferring funds from the customer's account to the merchant's account virtually instantly. Therefore, there is no *riba* occurred by using a debit card (Fatonah et al., 2018). However, when a credit card is used to make an online purchase, the *riba* problem might occur. The usage of credit cards for online purchases is covered in the following sections.

How Does Credit Card Payment Work? A credit card is a type of payment that enables the cardholder to borrow money and make purchases with the promise of making a later payment to the card issuer (Syafinaz et al., 2020). A payment made online using a credit card would follow the steps shown in Figure 2.

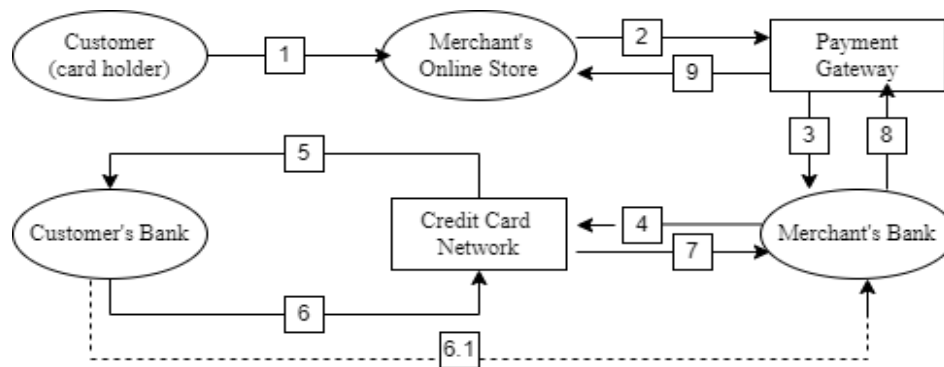


Figure 2: Credit Card Payment Flow Process (Adapted from Bakar et al., 2021)

Following is an explanation of how a credit card online payment works. Order is placed by the customer (card holder), who then enters their credit card information and click the Pay button (Flow 1). This information is sent to the payment gateway by the merchant's website together with the total payment amount (Flow 2). Information is forwarded by the payment gateway to the merchant's bank (Flow 3). The bank of the business transmits information to the credit card network and asks payment authorisation (Flow 4). To reach the customer's bank, the credit card network sends the request (Flow 5). Bank of the customer approves the transaction and transmits the authorization answer to the credit card network (Flow 6). At the same time, the customer's bank debits the customer's account and sends money to the merchant's bank (Flow 6.1). A portion of the transferred money are often retained by the customer's bank as an interchange fee, and a processing fee is charged by the merchant's bank. Bank of the merchant receives the authorisation answer from the credit card network (Flow 7). The authorization answer is sent to the payment gateway by the merchant's bank (Flow 8). The payment gateway sends the merchant's store the permission answer (Flow 9).

Credit cards signify a lending arrangement between the cardholder and the bank that issued the card. The cardholder is permitted to borrow money from the bank to pay for the products or services they have purchased. However, they must pay back the whole amount borrowed from the bank, less any applicable minimum charge fees, in order to complete the transaction. If the payment is made later than scheduled, interest will be charged until the whole amount is paid.

As has already said, *riba* is categorically forbidden by Shariah. Because of this, even if the cardholder pays the full amount due during the designated grace period to avoid the interest being assessed, using standard credit cards that charge interest on the money advanced is prohibited (Yusron Sholikhin & Nurul Fitri Amijaya, 2019).

An alternative payment method for online transactions is a credit card that complies with Islamic law. As an alternative, a credit card that complies with Islamic law has been designed to address the interest issue. Several underlying structures, including *bai' al-inah* (sale and buy back), *tawarruq* (tri-partite sale), *ijarah* (lease), a combination of *ujrah* (fee) and *kafalah* (guarantee), and a combination of *tawarruq* and *mudharabah* (also known as covered card), are the foundations for the free interest credit cards that Islamic banking institutions have issued (Mohd Zulkifli et al., 2021). In general, a credit card that complies with Shariah must meet the requirements listed below: (i) There is no imposition of interest; (ii) There is no interest charged on the delay in paying the outstanding debt amount; (iii) The issuer may charge an annual fee, which may be paid on a monthly basis; (iv) The issuer may charge a fee for cash withdrawals, but such a fee must not be a percentage of the amount withdrawn; rather, it should be a fixed fee; and (v) The issuer may receive commissions from third-party

Validity of online shopping on Shopee.com: The explanation above generally explains that from a Shariah perspective, contractual parties, goods, pricing, and form are vital for the success of online transactions. Additionally, it must make sure that the utilised manner of payment is acceptable in the eyes of Shariah. The Shopee.com case study shows that every component has satisfied Shariah validity requirements, with the exception of two situations: (i) those prohibited products, such as pork and products related to it, alcohol and products related to it, non-halal food and beverages products related to it that does not comply with Shariah; and (ii) payment methods that involve the element of *riba*. The overall validity of online transactions made through Shopee.com is represented in Figure 3.

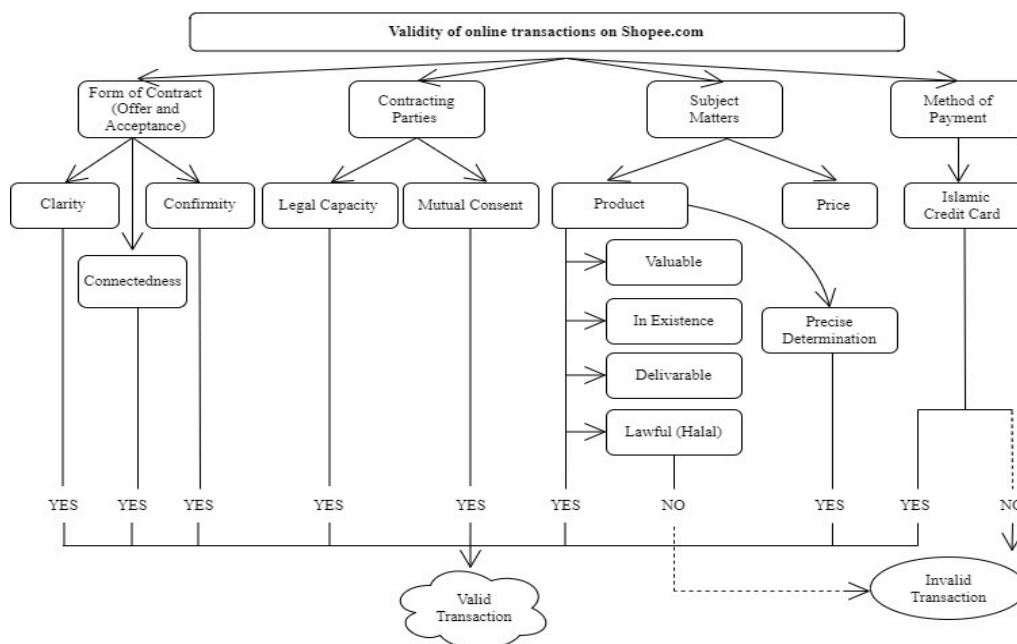


Figure 3: Shariah-compliant Online Transaction Validity on Shopee.com (Adapted from (Amboala et al., 2015))



4. Conclusion

The application of e-commerce is permissible in Islam. In order to comply with shariah norms, the paper included a comprehensive discussion of e-commerce transactions. However, for it to be legal and permitted, certain Shariah principles and standards must be met. To ensure their legitimacy from the standpoint of Islamic contract law, all e-commerce transactions must meet fundamental conditions relating to form (offer and acceptance), contracting parties (buyer and seller), and the subject matter (object and price). These elements and conditions include mutual consent of the contracting parties, the ability of both parties to engage in transactions, legal ownership of the asset being traded, permissibility of the asset and deliverability of the asset. They also include connectedness, clarity, and conformity of the offer and acceptance.

Every e-commerce transaction also has to ensure the benefit and justice of the contracting parties and be free of the elements of usury (*riba*), uncertainty (*gharar*), and gambling (*maisir*). Therefore, in order to ensure that online transactions are compliant with Islamic contract law, parties of the contract must filter the entirety of the processes involved.

Through its empirical examination of the online business transactions at Shopee.com, this study expands the body of knowledge on Shariah-compliant e-commerce. Additionally, it is regarded as an eye-opener for upcoming empirically based research that contributes to the limited body of knowledge in the field of study. Additionally, this study offers practitioners a space to better comprehend the principles and concepts of Shariah-compliant e-commerce. As a result, they will find it convenient to adhere to Shariah when performing online business and commerce.

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