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Halal Marketplace Transaction Contracts in Indonesia: Fiqh Muamalah Perspective

Ali Mutaufiq[1]
[1]Management, STIE BII Bekasi, Indonesia

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ABSTRACT

This study aims to review and analyze the conformity of transaction contracts implemented in halal marketplaces in Indonesia with the principles of fiqh muamalah. The research focuses on identifying the types of contracts applied in halal marketplace transactions—such as sale and purchase contracts, payment mechanisms, and delivery systems—and evaluating their compliance with Islamic legal requirements, including transparency (clarity of object), mutual consent, and the absence of prohibited elements such as riba, gharar, and maisir. This research employs a qualitative approach using a literature review and normative juridical analysis. Primary data are derived from classical and contemporary fiqh muamalah sources, fatwas of the National Sharia Council (DSN-MUI), and relevant regulations, while secondary data include academic journals, books, and reports related to halal e-commerce practices in Indonesia. The findings indicate that most transaction contracts in halal marketplaces are generally aligned with fiqh muamalah principles, particularly through the application of bai‘, wakalah, and ijarah contracts. However, several challenges remain, especially regarding standard contract transparency, payment intermediaries, and dispute resolution mechanisms. The study concludes that although halal marketplaces in Indonesia largely comply with Islamic legal principles, continuous supervision and refinement of contract structures are necessary to ensure full sharia compliance in digital transactions.

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Corresponding Author:

Ali Mutaufiq
STIE BII Bekasi, Indonesia
Email: alimutaufiq@gmail.com

INTRODUCTION

The rapid development of digital technology has brought significant changes to economic transaction patterns in society, particularly in the trade sector. E-commerce has emerged as one of the fastest-growing forms of transactions due to its convenience, time efficiency, and broad market reach. In Indonesia, the growth of e-commerce continues to show a positive trend along with increasing internet penetration and digital device usage among the population (Laudon & Traver, 2020). Along with the expansion of e-commerce, Muslim awareness of the importance of conducting transactions in accordance with Islamic principles has also increased. This condition has encouraged the emergence of sharia-based e-commerce and halal marketplaces that aim to accommodate the needs of Muslim consumers in conducting transactions compliant with Islamic law (Antonio, 2018). Halal marketplaces emphasize not only the halal status of products but also the permissibility of transaction processes and contractual arrangements.

From an Islamic perspective, economic activities are comprehensively regulated through *fiqh muamalah*. This field governs interactions among individuals in economic and business activities by emphasizing principles of justice, contractual clarity, mutual consent, and the prohibition of elements

such as *riba*, *gharar*, and *maisir* (Zuhaily, 2011). Therefore, all forms of transactions, including digital transactions, must adhere to these principles.

Transactions in halal marketplaces generally involve multiple parties, such as sellers, buyers, platform providers, and third parties responsible for payment and logistics services. This complexity raises questions regarding the types of contracts applied and their compliance with *fiqh muamalah*. Contracts such as *bai'*, *wakalah*, *ijarah*, and *ju'alah* are often implicitly applied in e-commerce transactions (Hassan & Lewis, 2019). Nevertheless, digital transaction practices frequently face challenges related to contractual clarity. In many cases, marketplace users are not fully aware of the type of contract being executed, as transactions are conducted electronically through standard contracts that are rarely read in detail (*standard contracts*) (Rokan, 2020). This situation potentially leads to elements of *gharar* in transactions. In addition, the use of electronic payment systems and payment intermediaries (*payment gateways*) constitutes an important issue in sharia-based e-commerce. Certain payment mechanisms may contain elements of *riba*, particularly when involving interest, late payment penalties, or conventional credit facilities (Ascarya, 2017). Therefore, examining the compliance of payment systems with *fiqh muamalah* principles is highly relevant.

The development of halal marketplaces in Indonesia has been supported by regulatory frameworks and religious rulings. The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) has issued various fatwas related to electronic transactions and contemporary muamalah contracts to guide business actors and the public (DSN-MUI, 2019). However, the practical implementation of these fatwas in marketplace operations still requires continuous evaluation. From the perspective of Islamic law, *fiqh muamalah* is dynamic and adaptable to changing times. The principle *al-ashlu fi al-mu'amalat al-ibahah* indicates that all forms of muamalah are permissible unless explicitly prohibited by sharia (Qaradawi, 2001). This principle provides room for digital innovation, including halal marketplaces, while still requiring strict sharia supervision.

Previous studies indicate that most sharia-based e-commerce platforms have attempted to align their operations with Islamic principles; however, several aspects remain not fully compliant, particularly in electronic contract structures and dispute resolution mechanisms (Rahman & Ahmad, 2021). This finding highlights the gap between ideal concepts and practical implementation. In addition to contractual aspects, information transparency is a crucial issue in halal marketplace transactions. *Fiqh muamalah* emphasizes the importance of clarity regarding the object of the contract, pricing, and the rights and obligations of the contracting parties. Insufficient product information or unclear transaction terms may undermine the validity of contracts from a sharia perspective (Karim, 2016).

In the context of Indonesia as the country with the largest Muslim population in the world, the existence of halal marketplaces holds strategic potential for supporting the development of the national Islamic economy. The government has also encouraged the strengthening of the halal ecosystem through various policies and strategic programs (KNEKS, 2020). Consequently, academic studies on halal marketplace practices are both relevant and urgent. Analyzing transaction contracts in halal marketplaces is not only important for the development of contemporary *fiqh muamalah* theory but also has practical implications for business actors and consumers. Proper understanding of contracts can enhance consumer trust and strengthen the sharia legitimacy of halal marketplaces (Dusuki & Abdullah, 2018). On the other hand, limited public literacy regarding sharia contracts in digital transactions may lead to misunderstandings and potential violations of Islamic principles. Therefore, this research also contributes to increasing public awareness and understanding of the importance of contracts in sharia-based e-commerce transactions (Hidayat, 2019).

Based on the above discussion, a comprehensive study on the conformity of transaction contracts in Indonesian halal marketplaces with *fiqh muamalah* principles is necessary. This study is expected to provide an objective overview of current practices and identify potential areas for improvement in the implementation of sharia contracts. Thus, the study entitled "A Review of Fiqh Muamalah on Halal Marketplace Transaction Contracts in Indonesia" is essential to address the challenges and opportunities in developing halal marketplaces that are not only technologically innovative but also firmly grounded in Islamic legal principles.

METHOD

This study employs a qualitative research approach with a normative juridical and descriptive-analytical design. The qualitative approach is used to examine and interpret the conformity of transaction contracts implemented in halal marketplaces in Indonesia with the principles of *fiqh muamalah*. This method is appropriate for exploring legal norms, Islamic jurisprudential concepts, and their application within contemporary digital transaction practices. The research relies primarily on library-based research (*doctrinal research*), focusing on both primary and secondary data sources. Primary data consist of classical and contemporary *fiqh muamalah* literature, including works of authoritative Islamic jurists, as well as fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) related to electronic transactions, e-commerce, and sharia contracts. Relevant national regulations and policy documents concerning halal industry and digital commerce are also included as primary legal sources. Secondary data are obtained from academic journal articles, books, conference proceedings, and research reports that discuss Islamic commercial law, halal marketplaces, and e-commerce practices. These sources are used to support the theoretical framework and provide empirical insights into the implementation of sharia contracts in digital marketplaces.

Data collection is conducted through systematic literature review and document analysis. Relevant literature is identified, selected, and analyzed based on its relevance to transaction contracts, contractual structures, and compliance with *fiqh muamalah* principles. The collected data are then categorized according to types of contracts commonly used in halal marketplace transactions, such as *bai'*, *wakalah*, *ijarah*, and other supporting contractual arrangements. Data analysis is carried out using a qualitative content analysis method. The identified contractual practices are examined by comparing normative provisions in *fiqh muamalah* with the operational mechanisms applied by halal marketplaces in Indonesia. This analysis focuses on key sharia compliance indicators, including mutual consent (*ridha*), contractual clarity, transparency, and the absence of prohibited elements such as *riba*, *gharar*, and *maisir*.

To ensure the validity and reliability of the analysis, triangulation of sources is applied by cross-referencing classical fiqh texts, contemporary scholarly interpretations, and regulatory or fatwa-based guidelines. This approach helps to minimize interpretative bias and strengthen the consistency of the research findings. Finally, the results of the analysis are presented descriptively and analytically to provide a comprehensive understanding of the conformity of halal marketplace transaction contracts with *fiqh muamalah* principles. The study concludes by identifying existing challenges and offering recommendations for improving sharia compliance in halal marketplace transactions in Indonesia.

RESULTS AND DISCUSSION

The findings of this study indicate that halal marketplaces in Indonesia generally apply transaction mechanisms that are conceptually aligned with the principles of *fiqh muamalah*. Most platforms position themselves as intermediaries that facilitate transactions between sellers and buyers, rather than acting as direct sellers. This intermediary role has significant implications for the type of contracts applied within the marketplace ecosystem. The analysis shows that the primary contract governing transactions between sellers and buyers is *bai'* (sale and purchase). This contract is considered valid under *fiqh muamalah* as long as its essential elements (*arkan* and *shurut*)—such as competent contracting parties, lawful and clearly defined objects, agreed prices, and mutual consent—are fulfilled. In most halal marketplaces, these requirements are generally met through detailed product descriptions, transparent pricing, and digital confirmation mechanisms.

However, the study finds that contractual clarity remains a challenge in practice. Although essential information is displayed on product pages, the implicit nature of digital contracts means that users often engage in transactions without fully understanding the underlying contractual structure. From a *fiqh muamalah* perspective, this condition may reduce the quality of *ridha* (mutual consent), even if the transaction remains legally valid. In addition to *bai'*, the relationship between sellers and marketplace operators is commonly governed by a *wakalah* (agency) contract. Under this arrangement, sellers authorize the platform to represent them in marketing products, processing payments, and facilitating transactions. This model is generally permissible in Islamic law, provided that the scope of authority, rights, and obligations of each party are clearly defined.

The findings also indicate the application of *ijarah* contracts in the form of service fees charged by marketplace platforms. These fees are typically imposed for the use of digital infrastructure, promotional features, and transaction support services. From a *fiqh muamalah* standpoint, such fees are acceptable as long as the services provided are lawful, measurable, and agreed upon in advance. Despite these generally compliant contractual structures, several issues related to payment systems were identified. Some halal marketplaces integrate third-party payment gateways that offer installment plans or delayed payment features. If these facilities involve interest-based charges or penalties, they may conflict with the prohibition of *riba* under Islamic law, thus raising concerns regarding full sharia compliance.

The study also reveals that the use of standard electronic contracts (*standard form contracts*) is widespread across halal marketplaces. While this practice enhances efficiency, it may limit users' ability to negotiate terms. In *fiqh muamalah*, standard contracts are permissible; however, excessive imbalance or lack of transparency in contractual clauses may lead to elements of *gharar* or unjust enrichment. Another important finding relates to product delivery and logistics. Delivery services are typically managed through third-party logistics providers, creating an indirect contractual relationship. This arrangement can be interpreted as a form of *wakalah* or *ijarah*, which is permissible as long as responsibilities for risk, delivery time, and liability are clearly specified and communicated to consumers.

The results further indicate that dispute resolution mechanisms in halal marketplaces are still largely procedural rather than sharia-oriented. Most platforms rely on internal policies and national consumer protection laws, with limited reference to Islamic dispute resolution principles. While this does not invalidate transactions, it suggests an opportunity to strengthen sharia governance frameworks within halal marketplaces. Transparency in product information emerged as a key factor influencing sharia compliance. Marketplaces that require halal certification, clear labeling, and comprehensive product descriptions demonstrate stronger alignment with *fiqh muamalah* principles, particularly in avoiding *gharar*. Conversely, insufficient information may undermine the validity of contracts from an Islamic legal perspective.

The findings also suggest that seller compliance varies significantly across platforms. While some sellers strictly adhere to halal standards and ethical business conduct, others prioritize commercial considerations over sharia principles. This variation highlights the importance of active monitoring and enforcement mechanisms by marketplace operators. From a regulatory perspective, the role of DSN-MUI fatwas is evident in shaping the conceptual framework of halal marketplace operations. However, the implementation of these fatwas often depends on the internal policies of each platform. This gap between normative guidance and operational practice remains a critical issue.

The discussion further shows that *fiqh muamalah* principles are sufficiently flexible to accommodate digital transaction models. The principle of permissibility (*al-ashlu fi al-mu'amalat al-ibahah*) allows innovation in marketplace systems, provided that core sharia prohibitions are avoided. This flexibility supports the continued growth of halal marketplaces in the digital economy. Nevertheless, the study finds that limited user literacy regarding sharia contracts reduces the effectiveness of sharia compliance efforts. Many consumers focus primarily on halal labeling of products without considering the contractual mechanisms involved. This condition underscores the need for educational initiatives to improve awareness of sharia-based transactions.

Overall, the results demonstrate that halal marketplace transaction contracts in Indonesia are largely compatible with *fiqh muamalah* principles. However, partial non-compliance may still occur, particularly in payment systems, contractual transparency, and dispute resolution mechanisms. Addressing these issues requires collaboration among platform operators, regulators, scholars, and consumers. In conclusion, this study highlights that while halal marketplaces in Indonesia have made significant progress toward sharia-compliant transactions, continuous improvement and supervision are essential. Strengthening contract transparency, ensuring sharia-compliant payment systems, and enhancing governance structures will be crucial for achieving comprehensive compliance with *fiqh muamalah* in the evolving digital marketplace landscape.

CONCLUSION

This study concludes that transaction contracts implemented in halal marketplaces in Indonesia are generally consistent with the principles of *fiqh muamalah*. The dominant use of *bai'* contracts between sellers and buyers, supported by *wakalah* and *ijarah* contracts involving marketplace operators, reflects an effort to structure digital transactions in accordance with Islamic legal norms. These contractual models, in principle, fulfill the essential requirements of lawful and valid transactions under Islamic law. Despite this overall conformity, the study identifies several challenges related to the practical implementation of sharia-compliant contracts in digital marketplaces. One of the main issues concerns the implicit nature of electronic contracts, which often limits users' understanding of the contractual relationships involved. Although legally binding, such practices may weaken the element of informed mutual consent (*ridha*) emphasized in *fiqh muamalah*.

The findings also indicate that payment systems remain a critical area requiring further improvement. While halal marketplaces strive to integrate sharia-compliant payment options, the involvement of third-party payment gateways and installment facilities may introduce elements that potentially conflict with the prohibition of *riba*. Therefore, stricter screening and supervision of payment mechanisms are necessary to ensure full sharia compliance. The widespread use of standard form contracts enhances operational efficiency but may create imbalances in rights and obligations between marketplace operators and users. From a *fiqh muamalah* perspective, greater transparency and fairness in contractual clauses are essential to prevent *gharar* and protect the interests of all parties involved in digital transactions.

This study further emphasizes the importance of strengthening sharia governance within halal marketplaces. The alignment between DSN-MUI fatwas and marketplace operational policies needs to be reinforced through clearer guidelines, continuous monitoring, and the involvement of sharia supervisory bodies. Such measures can enhance public trust and ensure the sustainability of halal marketplace ecosystems. While halal marketplaces in Indonesia have demonstrated significant progress in implementing *fiqh muamalah*-compliant transaction contracts, continuous refinement is required to address emerging challenges in the digital economy. Future improvements in contract transparency, payment system compliance, and user education will play a crucial role in achieving comprehensive and sustainable sharia compliance in halal marketplace transactions.

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