



The Implementation of E-Commerce Consumer Option Rights (*Khiyar*) in Realizing Transaction Justice: A Study of *Maqasid Al-Shariah*

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Abstract: This article aims to reveal the optimization of option rights in realizing or stopping e-commerce transactions to achieve justice due to several problems in e-commerce transactions, including no meeting of two people who transact and no goods at that time. The results of the study reveal that the component of option rights (*khiyar*) focuses on an option due to damage/defect, where the damage can harm or oppress the parties, and the right to vote is a preventive alternative so that the parties feel comfortable and justice is realized in every transaction. Likewise, in the *maqashid al-sharia* analysis, option rights (*khiyar*) have a very strategic role in maintaining the interests, transparency, benefit, and willingness of both parties to conduct transactions and protect them from harm and loss for all parties. This shows concern for justice in transactions as an effort for the common good to protect the rights of the parties. Strengthening regulations through laws and regulations needs to be carried out as a preventive effort to prevent acts of bad faith by one of the parties to provide a sense of security in transactions between the parties.

Keywords : Option Rights, E-Commerce, Justice, *Maqasid al-Syariah*

Abstrak: Artikel ini bertujuan untuk mengungkap optimalisasi hak memilih dalam melanjutkan atau menghentikan transaksi e-commerce untuk mewujudkan keadilan karena dalam transaksi e-commerce terdapat beberapa persoalan, antara lain tidak bertemunya dua orang yang bertransaksi dan tidak adanya barang pada saat tersebut. Hasil penelitian mengungkapkan bahwa komponen hak memilih (*khiyar*) menitikberatkan pada suatu pilihan/opsi akibat adanya kerusakan/cacat dimana kerusakan tersebut dapat merugikan atau menindas para pihak, hak memilih menjadi alternatif preventif sehingga para pihak merasa nyaman dan terwujud keadilan dalam setiap transaksi. Demikian juga dalam analisis *maqashid al syariah* hak memilih (*khiyar*) memiliki peranan yang sangat strategis untuk menjaga kepentingan, transparansi, kemaslahatan, dan kerelaan kedua belah pihak yang melakukan transaksi serta melindungi mereka dari bahaya dan kerugian bagi

semua pihak. Hal ini menunjukkan bahwa kepedulian terhadap keadilan dalam transaksi sebagai upaya untuk kebaikan bersama untuk melindungi hak-hak para pihak. Penguatan regulasi melalui peraturan perundang-undangan sebagai upaya preventif untuk mencegah perbuatan itikad tidak baik salah satu pihak sehingga memberikan rasa aman dalam bertransaksi para pihak.

Kata Kunci: Khiyar, E-Commerce, Keadilan, Maqasid al-Syariah

Introduction

Technology provides an intermediary for all users in carrying out activities. One of the very useful functions of technology is the internet function.¹ The internet is a network that connects computers around the world without being limited by region, law and culture.² Therefore, it can be said that the internet is like a cobweb connecting all computer access found worldwide. The connector makes all access to something easily obtainable within a closer range. This convenience is also used in buying and selling transactions.³

In regard to this matter, there is a term called online-based economic transactions, namely e-commerce⁴, it is a good range for the business.⁵ E-commerce does cover not only buying and selling but also all transactions via the internet, such as banking or service providers.⁶ Transactions that run on e-commerce with all its advantages still have loopholes and potential for violations in buying and selling activities.⁷ One of the most common loopholes is the obscurity or unclear of goods or products offered. The limitations in the form of goods or products are possible for consumers to experience losses, such as discrepancies in the form of goods with product descriptions.

One of the solutions to overcome this case is to give consumers the right to choose so that they can make the desired choice in accordance with the original form of the product or goods to be purchased. Sharia economic law, in this case, also provides a legal perspective regarding efforts to grant voting rights in transactions known as option right (*khiyar*).⁸ Option right (*khiyar*) is a right owned by the transacting parties, both the right to continue or terminate an agreement.⁹ These rights are equally owned by the parties who aim to uphold the principle of justice.¹⁰ As a reference in answering problems and providing solutions related to the implementation of option right (*khiyar*)

¹ Paula Kivimaa et al., "Passing the Baton: How Intermediaries Advance Sustainability Transitions in Different Phases," *Environmental Innovation and Societal Transitions* 31 (2019): 110–25, <https://doi.org/https://doi.org/10.1016/j.eist.2019.01.001>.

² Syamsul Hadi, *Panduan Beinternet Bagi Pemula* (Surabaya: Tiara Aksara, 2008).

³ Aleksy Kwilinski et al., "Formation of the Entrepreneurship Model of E-Business in the Context of the Introduction of Information and Communication Technologies," *Journal of Entrepreneurship Education* 22 (2019): 1–7.

⁴ Endang Purwaningsih, "Empowerment Model of Micro, Small, and Medium Enterprises (MSMES) Village Tourism Business in e-Commerce Transactions and Legal Protection," *Journal of Advanced Research in Law and Economics* 10, no. 3 (41) (2019): 876–85, <https://www.ceeol.com/search/article-detail?id=872078#page=41>.

⁵ Nisha Chanana and Himachal Pradesh, "Future of E-Commerce In India," *Internasional Journal of Computing & Business Research*, no. November (2016): 1–9, <https://doi.org/https://www.researchgate.net/publication/267784499>.

⁶ VIPIN Jain, BINDOO Malviya, and SATYENDRA Arya, "An Overview of Electronic Commerce (e-Commerce)," *Journal of Contemporary Issues in Business and Government* 27, no. 3 (2021): 1323–6903, <https://doi.org/https://doi.org/10.47750/cibg.2021.27.03.090>.

⁷ Dwi Novita, Luthfi El-Falahi, and Haris Maiza Putra, "Khiyar in Buying and Selling Online Based on the Fiqh Perspective," *Al-Istinbath: Jurnal Hukum Islam* 7, no. 2 (2022): 371–88, <https://doi.org/http://dx.doi.org/10.29240/jhi.v7i2.5232>.

⁸ Fauziah Fauziah and Ema Fathimah, "Existence of Khiyar In Online Transactions (E Commerce)(Compilation Of Shariah Economic Law)," *Nurani: Jurnal Kajian Syari'ah Dan Masyarakat* 20, no. 1 (2020): 13–24, <https://doi.org/https://doi.org/10.19109/nurani.v20i1.6063>.

⁹ Habib Nazir and Muhammad Hasanuddin, *Ensiklopedia Ekonomi Dan Perbankan Syariah* (Bandung: Kaki Langit, 2004).

¹⁰ Hedley Bull, "The Grotian Conception of International Society," in *The War System* (Routledge, 2019), 613–34.

in e-commerce activities to achieve transaction justice based on the objectives of establishing Islamic law (*Maqasid al-Syariah*),^{11,12} which includes keep treasure.¹³

Furthermore, it is necessary to explore works that have been discussed by previous authors regarding this study. As stated by Teti and A. Syathir Sofyan in their article entitled: The Implementation of *Khiyar* Rights in Online Buying and Selling (A Case Study of Object Obscurity in the Shopee Marketplace). This study aimed to determine the implementation of *khiyar* rights in online buying and selling activities and efforts to prevent obscurity in online buying and selling activities. The results of this study showed that the *khiyar* rights in the buying and selling process on the Shopee marketplace had been implemented even though the *khiyar* term is not fully understood. The *khiyar* rights practised in the marketplace are *khiyar aib*, *khiyar syarat*, and *khiyar ru'yah*. *Khiyar aib* is the right to submit complaints regarding defects in products. *Khiyar syarat* is the right to provide certain conditions to make a complaint. *Khiyar ru'yah* is the buyer's right to display the product as clearly as possible without hiding anything.¹⁴

The next study was carried out by Kiki Faqihatul Ain in her undergraduate thesis entitled: The Concept of *Khiyar* in Online Shops in the Perspective of Fiqh Muamalah and Consumer Protection Law. This research aimed to provide consumers with stages of the risks of buying at an online shop with an explanation regarding the *khiyar* rights applied in an online shop. The results of this study indicated that the online shop, especially on the Shopee platform, was well implemented to realize the benefit of the parties making the transaction.¹⁵ Kiki Faqihatul Ain's study focuses on the concept of *khiyar* in online shops based on a perspective of muamalah fiqh and consumer protection laws as an analytical tool, while this study focuses on discussing the embodiment of *khiyar* rights based on *Maqasid Al-Syariah* as an analytical tool.

Furthermore, Rachmi Shafarni also conducted a study entitled: The Implementation of *Khiyar* in Buying and Selling Goods Online (A Study on Resellers in Banda Aceh). This study aimed to find out the pattern of *khiyar* rights implementation in buying and selling online through social media in Banda Aceh and examine the muamalah fiqh perspectives regarding the practice of *khiyar* in buying and selling online through social media in Banda Aceh. The results showed that the implementation of the *khiyar* concept to online buying and selling in Banda Aceh had not been maximized due to a lack of understanding regarding the concept of *khiyar* through online social media.¹⁶ Only a few types of *khiyar* were applied, namely *khiyar majlis*, *khiyar 'aib*, and *khiyar syarat*. The practice of *khiyar* based on muamalah fiqh was still implemented by social media-based online buying and selling actors in Banda Aceh in accordance with muamalah fiqh. Rachmi Shafrani's study focuses on the implementation of social media-based online buying and selling rights, while this study focuses on the implementation of e-commerce-based *khiyar* rights.

¹¹ Malik Shahzad Shabbir and University, "Human Prosperity Measurement within The Gloom of Maqasid Al-Shariah," *Global Review of Islamic Economics and Business*, 7, no. 2 (2019): 105–11.

¹² Maura Campra et al., "Islamic Countries and Maqasid Al-Shariah towards the Circular Economy: The Dubai Case Study," *European Journal of Islamic Finance* 17, no. April 2021 (2021): 1–10, <https://doi.org/10.13135/2421-2172/4560>.

¹³ Nurdianawati Dusuki, Asraf; Abdullah, "Maqasid Al-Shari'ah, Maslahah, and Corporate Social Responsibility," *The American Journal of Islamic Social Sciences* 24, no. 01 (2017).

¹⁴ Syathir Sofyan and Teti, "Implementasi *Khiyar* Dalam Jual Beli Online: Studi Kasus Ketidaksesuaian Objek Pada Marketplace Shopee," *Bilancia: Jurnal Studi Ilmu Syariah Dan Hukum* 15, no. 2 (2021): 179–206, <https://doi.org/10.24239/blc.v15i2.821>.

¹⁵ Kiki Faqihatul Ain, "Konsep *Khiyar* Pada Online Shop Dalam Persepektif Fikih Muamalah Dan Undang-Undang Perlindungan Konsumen" (Institut Ilmu Al Quran (IIQ) Jakarta, 2020).

¹⁶ Rachmi Shafarni, "Implementasi *Khiyar* Dalam Jual Beli Barang Secara Online (Suatu Penelitian Terhadap Para Reseller Di Banda Aceh)," *Universitas Islam Negeri Aceh* (2018).

This study uses a qualitative based on literature review using an empirical juridical approach, which examines the rules related to a policy and examines its implementation. The important thing discussed in this study is the *maqasid al-shariah* perspective in upholding option rights (*khiyar*) in realizing transaction justice that occurs in e-commerce activities because transaction justice is one of the main pillars in providing satisfaction for all parties in obtaining the purpose of transacting in e-commerce. Equal treatment for buyers and sellers in terms of buying and selling will provide satisfaction. Buyers get goods based on their wishes, and sellers get profits according to the desired price. Through this study, it is hoped that it will provide an understanding that justice in transactions in e-commerce activities needs to be considered through optimizing option rights (*khiyar*). Then, through the *maqasid al-shariah* perspective, it is increasingly strengthened that transaction justice needs to be optimized to achieve the common good for all parties who trade in e-commerce.

Khiyar Rights in E-Commerce Transactions

The main principle in buying and selling is mutual consent to conduct a transaction. Each party has the right to choose the transaction process.¹⁷ This is called option rights (*khiyar*). Etymologically, the word option right (*khiyar*) comes from Arabic, which means choice or option, linguistically, *khiyar* is also choices.¹⁸ *Fuqaha* or scholars argue that related to transaction issues in the civil law field, especially economics, option right (*khiyar*) is one of the parties' rights to the transaction when a problem occurs in the intended transaction process.¹⁹ Wahbah Al-Zuhaili defines option right (*khiyar*) as the right to vote for each party making a transaction to continue or cancel the transaction based on the conditions agreed upon by the parties to the transaction.²⁰ Option right (*khiyar*), in the Compilation of Sharia Economic Law, is defined as the right to vote for the seller and the buyer to continue or cancel the sale and purchase contract made.

Based on this definition, a option right (*khiyar*) is a right owned by the parties carrying out the transaction to continue or cancel the transaction based on the agreement of each party as a form of justice in carrying out a transaction. By looking at this definition, it is necessary to think carefully in conducting transactions to reach an agreement from various sides. This aims to avoid losses feared to come in the future. Therefore, option right (*khiyar*) in Islamic law is determined as a guarantee of the willingness and satisfaction of the parties which carry out various transactions.

According to *fuqaha* or scholars, the status of option right (*khiyar*) is permitted in Islamic law as an alternative when there is an urgent situation considering the benefit of the transacting parties.²¹ The option rights system sometimes causes regret for the seller if the seller expects the product to sell

¹⁷ Lefeng Cheng and Tao Yu, "Game-Theoretic Approaches Applied to Transactions in the Open and Ever-Growing Electricity Markets from the Perspective of Power Demand Response: An Overview," *IEEE Access* 7 (2019): 25727–62, <https://doi.org/10.1109/ACCESS.2019.2900356>.

¹⁸ Mohd Murshidi Mohd Noor et al., "The Rights of *Khiyar* (Option) in the Issue of Consumerism in Malaysia," *Middle East Journal of Scientific Research* 13, no. 2 (2013): 154–61, <https://doi.org/10.5829/idosi.mejsr.2013.13.2.1766>.

¹⁹ Dedi Riswandi, "Transaksi On-Line (E-Commerce): Peluang Dan Tantangan Dalam Perspektif Ekonomi Islam," *Jurnal Econetica: Jurnal Ilmu Sosial, Ekonomi, Dan Bisnis* 1, no. 1 (2019): 1–13.

²⁰ Rahman Subha Suruji, Disa Nusia Nisrina, and Muh Rifai, "Perlindungan Konsumen Terhadap Jual Beli Online (Suatu Kajian UUPK, Etika Bisnis Islam Dan Hukum Islam)," *Jurnal Adz-Dzahab: Jurnal Ekonomi Dan Bisnis Islam* 5, no. 2 (2020): 98–109, <https://doi.org/10.47435/adz-dzahab.v5i2.452>.

²¹ Windiana Lorian, Rahmad Hakim, and Arif Luqman Hakim, "The Right to Choose (*Khiyar*) Innovation for Contemporary Transaction in e-Commerce Marketplace," *Al-Uqud: Journal of Islamic Economics* 6, no. 2 (2022): 192–205, <https://doi.org/10.26740/aluqud.v6n2.p192-205>.

immediately, but if the product is returned when a discrepancy is found in the product, the seller will feel unhappy when the money is returned even after the contract has taken place. Option right can be carried out if the parties agree to implement the option right system by mentioning these provisions in the transaction. If the parties want it, then the law of option right is permissible.²²

In buying and selling activities, option right (*khiyar*) is permissible because when someone else wants to buy an item, only the packaging or external appearance is visible. The real quality is not necessarily seen from the outside appearance. If the package is opened and it turns out that the goods are not as desired, then regret arises and leads to resentment. Thus, resentment leads to envy, grudges, and fights. This is something hated in Islam. Therefore, option right (*khiyar*) is an effort to prevent such losses by considering the interests of the transacting parties.

As we all know, there are many kinds of commercial transactions. This has also been regulated and mentioned in Islamic law. Thus, option right (*khiyar*) can be used not only in the sale and buying of goods but in service transactions can also be used. If the services offered are not in accordance with the wishes of the service recipient, there is an option to cancel or continue according to the agreement reached by the parties, both the service recipient and the service provider.

Through these various forms of option, there are many attempts to avoid transactions that lead to losses. The main purpose of option right (*khiyar*) is prescribed to include freedom in carrying out transactions so that all parties involved can achieve their goals in a good, healthy, and beneficial way for all parties involved. *Syara'* really appreciates this, so the provision of option right (*khiyar*) through various forms of option can be used as a solution in transactions.

Technology is developing rapidly, and it is undeniably greatly influencing human activities throughout the world. One of the great influences of human activity through technological developments is transaction activity, including commerce activities through online transactions with the term e-commerce.²³ The term e-commerce still does not have a standard meaning due to its continuous development. E-commerce is experiencing renewal through various new forms. Several experts provide opinions regarding the definition of e-commerce.²⁴

Electronic commerce, in general, refers to all patterns of commercial transactions, including organizational and individual activities processed through data transactions and digitized through text, sound and images.²⁵ According to Kalakota and Whinston, e-commerce is carried out through several perspectives, including:

²² Muhammad Taufan Djafri, Askar Patahuddin, and Muhammad Ridha, "Khiyār Al- Majlis Dan Aplikasinya Dalam Jual Beli Modern (Studi Komparatif Pandangan Jumhur Ulama Dan Imam Malik)," *BUSTANUL FUQAHA: Jurnal Bidang Hukum Islam* 1, no. 4 (2020): 566-87, <https://doi.org/https://doi.org/10.36701/bustanul.v1i4.273>.

²³ Miroslav Kamdzhlov, "Islamic Finance and the New Technology Challenges," *European Journal of Islamic Finance* 0, no. 0 SE- (March 16, 2020), <https://doi.org/10.13135/2421-2172/3813>. as a new economic paradigm based on ancient principles and rules, needs to embrace the new IT opportunities in order to be up to date with the contemporary financial industry. This process will become a "bridge" between the past and the future of socially responsible financing. The world's financial and economic environment in our days is marked with immense inequality and imbalance. With the emergence of the global capital structures, solely ruled by the principles of the financial markets, the main focus of the economy shifted from real entrepreneurship to a form of capital bureaucracy. The financialization of the economy is a crucial phenomenon of contemporary capitalism, which could lead the world economy nowhere. Structures such as hedge funds, venture capitals and private equities create no real value. The main objective of such financial management firms is short term profits. By cutting costs (firing workers, reducing investments etc.

²⁴ Linze Li and Jun Zhang, "Research and Analysis of an Enterprise E-Commerce Marketing System under the Big Data Environment," *Journal of Organizational and End User Computing (JOEUC)* 33, no. 6 (2021): 1-19.

²⁵ Riswandi, "Transaksi On-Line (E-Commerce): Peluang Dan Tantangan Dalam Perspektif Ekonomi Islam."

1. From a communication perspective, e-commerce transfers information, services/products, or payments through telephone networks, computers/internet, or other electronic means.
2. From a business process perspective, e-commerce is a technology application used in automated business transactions and workflows.
3. From a service perspective, e-commerce is a means of expressing the wishes of consumers and management companies by minimizing service costs, improving product quality, and speeding up service.
4. Based on an online perspective, e-commerce provides the ability to buy and sell products, information, and services via the internet.²⁶

Therefore, e-commerce, which is also known as e-business and e-tailing, is a transaction service that includes several aspects, both in the aspects of communication, business processes, and services connecting companies and consumers in trade, service, and information transactions carried out through internet/computer network as an effort to expand the range of transactions.

These types can add up and follow a very flexible e-commerce development model and can increase all value in the business for companies, consumers, and all the components involved. Some of the advantages put forward by Martinson are related to what can be obtained from e-commerce.²⁷ Those are:

- a. Market globalization. The internet allows for exchanging commodities and information that is not limited by space and time. Anyone can use e-commerce services to create an electronic business at any time and extend services using the internet worldwide. Consumers can also get all the services they want.
- b. Easily modify requests as desired. Customers can easily realize their desires both in product quality and service quality. Technological innovations automatically activate service processes, enabling customers to obtain comfortable and easy service from ordinary services.
- c. Business integration. Work procedures are more directed and organized through the unification of business processing with related companies. Information processing processes can be carried out and utilized as a whole through human resources and material resources.
- d. Equal distribution of business opportunities. Through e-commerce, it provides equal opportunities for anyone to do business, both from medium-sized companies and small businesses. E-Commerce is an open market, and advertising costs can be reduced. Only through an internet connection can anyone access the transaction website.

There are two sides to various innovations in the form of advantages and disadvantages. E-commerce also has disadvantages. An easily accessible system can also be abused.²⁸ From a business perspective, system abuse and weaknesses include:

²⁶ Imanuddin Abil Fida et al., "Transaksi E-Commerce Sebagai Pertahanan UMKM Di Tengah Pandemi Covid-19 Dalam Perspektif Islam," *IMTIYAZ: Jurnal Ilmu Keislaman* 5, no. 2 (2021): 53–63, <https://doi.org/https://doi.org/10.46773/imtiyaz.v5i2.146>.

²⁷ Maris G Martinsons, "Relationship-Based E-Commerce: Theory and Evidence from China," *Information Systems Journal* 18, no. 4 (2008): 331–56, <https://doi.org/https://doi.org/10.1111/j.1365-2575.2008.00302.x>.

²⁸ Nathalie Peña-García et al., "Purchase Intention and Purchase Behavior Online: A Cross-Cultural Approach," *Heliyon* 6, no. 6 (2020): e04284, <https://doi.org/https://doi.org/10.1016/j.heliyon.2020.e04284>.

1. Confidential data theft. Generally, many companies or organizations store very important data for their survival, such as company information or client interests.²⁹ Disturbances that arise can have an impact on the information held.
2. Lost business opportunity for customer interruption. Relying on electronic services can result in interruptions for several episodes of time that cannot be predicted, both technical and non-technical errors.
3. The use of access to resources by unauthorized parties. Outsiders who gain access are obtained in various ways, including through illegal means. For example, a hacker who manages to break into a banking system and easily transfers some money from someone else's account to his own account.
4. Loss of trust from consumers in a particular company can be lost due to various factors, such as the efforts of other competing companies trying to bring down a company.

Transactions through e-commerce are basically not much different from other commercial transactions. However, a lot of flexibility occurs in e-commerce transactions, so users of e-commerce services need to be careful in making transactions.

Realizing Transaction Justice in *Maqasid al-Syariah*

The main purpose of the revelation of shari'ah is for the benefit of humankind and to avoid damage in the world's life and hereafter. This states that all aspects of human life must lead to achieving these goals, without exception the economic aspect. Therefore, in all forms of economic activity, Islamic law must be able to solve the current economic problems. *Al-Maqasid* fiqh can be a stimulant developed by Muslim economists and other economists in realizing the benefit of commerce.

Maqasid al-shariah basically aims to create benefits. All scholars from various fields of science discuss the concept of *maslahah* even though it is expressed in different ways but still on the same substance. This shows that *maslahah* is a reference in every understanding of the Islamic religion and occupies a very important position.³⁰ Imam Syatibi views that Allah sends down rules (shari'a) to create benefits and avoid harm in this world and in the hereafter. The *syara'* rules are not made for the *syari'ah* itself but are made for the purpose of benefit and in line with benefit.³¹

Abu Zahrah says that the true aim of Islamic law is a benefit. There is no single rule in Islamic law, either in the Al-Qur'an or Hadith, except to get benefits. Therefore, it can be understood that Allah has outlined a series of rules in the Shari'ah to lead humans to a good conditions by avoiding all possibilities in bad conditions. Not only in this world but also in the hereafter.

The principle of justice is one of the pillars of Islamic economic activity. Being fair in the economy is done by maintaining a balance in the transaction process and after the transaction process. This principle is the reincarnation of *fiqh muamalah*, which restores the flexibility and elasticity of *fiqh*

²⁹ Abdul Ghofur, "Problematika Perdagangan Online: Telaah Terhadap Aspek Khyiar Dalam E-Commerce," *Al-Manahij: Jurnal Kajian Hukum Islam* 10, no. 2 (February 23, 2016): 295–308, <https://doi.org/10.24090/MNH.V10I2.940>.

³⁰ Zainil Ghulam, "Implementasi Maqashid Syariah Dalam Koperasi Syariah," *IQTISHODUNA: Jurnal Ekonomi Islam* 5, no. 1 (2016): 90–112.

³¹ Martini Dwi Pusparini, "Konsep Kesejahteraan Dalam Ekonomi Islam (Perspektif Maqasid Asy-Syari'ah)," *Islamic Economics Journal* 1, no. 1 (2015): 45–59, <https://doi.org/http://dx.doi.org/10.21111/iej.v1i1.344>.

by exploring the theory of *maqasid al-syaria'h* by dominantly following the rhythm of *maslahah* rather than the desires of the text. Therefore, using the perspective of *al-maqasid fiqh* in upholding the values of justice and benefit in economic activity is a necessity.

The theory of *maqasid al-shariah* occupies a central and vital position in the development of Islamic economics, as stated by al-Syatibi that *maqasid al-shariah* is the *ushul* of all *ushul*.³² Several *usuhul* scholars have grouped the general intent of shari'ah Islamic law, namely:

1. Caring for all *dharuri* things for humans in their livelihood. Matters related to humans' basic interests are all things humans need. If it is not obtained, it will result in the order of life, the emergence of chaos, and the spread of damage. *Dharuri* affairs refer to five points, namely religion, soul, mind, lineage, and wealth.
2. Perfecting everything lived by humans is everything that makes it easier for humans and bears the damages of *taklif* and the burdens of life. If this matter is not obtained, it will not damage the rules of life and will not cause chaos, but only narrowness and damage will occur. The affairs internalized in this regard are completing everything that rejects pettiness, alleviating the damage of *taklif* and facilitating the running of *muamalah* activities.
3. Realizing human and community rights is to pay attention to humanity, decency and uniformity of life.

The first thing mentioned in the *maqasid al-shariah* classification is the basic human needs, which must be fulfilled in human life. One of them is maintaining the property. One of the efforts to maintain assets is by *muamalah* or carrying out economic activities. Upholding all the main pillars starting from maintaining religion, preserving the soul, maintaining the mind, and maintaining the lineage, cannot be realized without maintaining wealth. The five pillars support each other, including maintaining the property.

In carrying out economic activities based on Islamic religious guidance, which aims to provide benefit to all human beings, some principles must be fulfilled, one of which is the principle of justice. The principle of justice is intended so that all parties carrying out economic activities receive the same treatment.³³ All economic actors must be treated well so that all economic actors can always carry out their activities without any losses and fraud. The principle of justice is realized through providing commodity information in the form of price, product quality, honest and transparent treatment of workers. Economic actors have the right to obtain this in order to realize benefits and avoid damage. The benefit is in the form of meeting the necessities of life in a good way and avoiding damage by not harming one another. Of course, this goal is in line with the main objective of Islamic law, namely *maqasid al-shariah*.

³² Zulpa Makiah, "Epistemologi Bayani, Burhani Dan Irfani Dalam Memperoleh Pengetahuan Tentang Mashlahah," *Syariah: Jurnal Hukum Dan Pemikiran* 14, no. 2 (2015), <https://doi.org/https://dx.doi.org/10.18592/syariah.v14i2.217>.

³³ Holijah Holijah, "Konsep Khiyar 'Aib Fikih Muamalah Dan Relevansinya Dalam Upaya Perlindungan Konsumen (Tanggung Jawab Mutlak Pelaku Usaha Akibat Produk Barang Cacat Tersembunyi)," *Al-Manahij: Jurnal Kajian Hukum Islam* 9, no. 2 (January 1, 2015): 347–59, <https://doi.org/10.24090/MNH.V9I2.507>.

The Implementation of option right (*Khiyar*) in E-Commerce in Realizing Transaction Justice based on the *Maqasid al-Syariah* Perspective

The rise of e-commerce with various brands and forms provides many choices for electronic transaction enthusiasts to determine the place of transaction that suits their wishes. One of the e-commerce forms of great user demand today is the marketplace Shopee. The type of e-commerce marketplace Shopee is categorized as a Customer to Customer (C2C) business. Various groups can carry out buying and selling transactions, facilitate the promotion of merchandise, and even facilitate payment and financial transactions. This diversity needs to be monitored with community rules set by Shopee, which reflects the implementation of the rights that users will receive, including the right to choose in the transaction process.

The purchase procedure applied to Shopee is as follows:

- a. Find the desired product by browsing the different categories and sub-categories or using the search feature.
- b. Select the desired product from the search results.
- c. On the product page, buyers can click the chat icon to make an offer to the seller or click “Buy Now” to place an order.
- d. When clicking on the item to be selected, there is a product description and product rating.
- e. If the product has variations in size, type, colour, and model that must be selected, after clicking the basket icon or “Buy Now”, an option will appear that must be selected first. Click “Add to Cart” to continue the checkout process.
- f. On the next page, the user is directed to the shopping cart page. Select the product you want to buy and select the desired voucher in the “Shopee Voucher” section. If the buyer has Shopee Coins, the buyer can use them to reduce the total spend. Activate the toggle to exchange Shopee Coins, then click Checkout.
- g. Make sure the return address is correct on the checkout page, then select the shipping service used.

Based on this process, it is known that there are product description features. In this feature, the seller provides information related to the products offered. A “seller chat” feature also facilitates communication between sellers and buyers. Through this communication, the users can make offers or ask further questions regarding product details. This feature facilitates the course of transactions, so the course of transactions can be carried out with *khiyar* rights through negotiations between the seller and the buyer.

The Shopee feature also provides a procedure for returning goods or funds. Buyers who feel that the goods received do not match the information provided, then the buyer can apply for a refund by returning the goods received. Buyers can apply for a return of goods or funds if in a situation:

1. Buyer accepts defective or damaged goods.
2. The buyer has not received the product ordered
3. There is a discrepancy in the specifications of the goods sent by the seller to the buyer.
4. If there is a personal agreement with the seller, the seller must confirm with the Shopee the agreement.

5. Materially, the goods sent by the seller to the buyer are different and do not match what is contained in the description
6. Buyer requests must be submitted via the site
7. The application always checks each buyer's request on a case-by-case basis and at its sole discretion. Determines if the buyer's request was successful.
8. If the buyer has initiated legal action against the seller, the buyer can give formal notice to the seller. The buyer can give a formal notification from the competent authority to Shopee to request that Shopee continue to hold the purchase money until an official stipulation is available.

Through these provisions, it can be seen that the buyer can apply for a refund and goods if there is a defect or damage to the goods. This is in accordance with option right (*khiyar aib*), namely by cancelling purchases even after the transaction has taken place.

Through the terms and rules set by the Shopee platform, namely the existence of a bargaining process through the features installed, this guarantees the parties, especially buyers, in obtaining transaction fairness. Information sufficiently received by the buyer is an effort so that the parties obtain their rights in the transaction, namely the equality of rights in obtaining benefits in the process of ongoing economic activity. The benefit is realized through the good intentions of each party in the transaction so that all parties can fulfil the wishes of all parties.

In addition to providing benefits to the parties, prospective buyers also feel safe in conducting transactions if it is proven that there is trust obtained from transaction activities in accordance with the provisions that have been regulated. All e-commerce users benefit by providing trust and transparency to ensure superior economic operation and provide broad benefits for anyone.

Conclusion

The option right is one form of consumer protection in Islam. This protection is an effort to keep the parties comfortable in every transaction and create a sense of fairness if there are parties who are harmed. In its implementation, option right does not only apply to offline or online transactions, but can be applied to e-Commerce platform transactions. Based on observations of e-commerce services, there are features that support the implementation of option right through the provisions and rules imposed on each service. This indicates a concern for all users of electronic transaction services, namely consumers and producers in determining the choice of continuing or ending the transaction. Thus, the existence of the option right means that all parties involved receive equal treatment in carrying out transactions. So that the implementation of the option right can provide benefits or benefits widely and avoid damage in the form of loss and suffering for users of the e-Commerce service.

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