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A Fiqh al-Muʿāmalāt Analysis of Islamic Contracts in Shopee E-Commerce Transactions: Reassessing the Role of the Salam Contract

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ABSTRACT

The development of digital transactions through e-commerce platforms such as Shopee necessitates a fiqh al-mu'āmalāt review of the relevance of classical contracts, particularly the salam contract and others. The salam contract, known as a sale in which payment is made in advance while the goods are delivered at a later time, aligns closely with the pattern of online transactions. This study aims to analyze the relevance of the salam contract in sales conducted on Shopee and to identify other contracts that are more appropriate to the characteristics of specific transaction features on the platform. The research adopts a qualitative approach through field studies, with data collected from interviews with fiqh al-mu'āmalāt experts and transaction practitioners, supported by documentation and direct observation. Data validity was tested using source triangulation techniques. The findings indicate that most Shopee transactions involving advance payment followed by subsequent delivery fulfill the conditions and pillars of the salam contract. However, not all transactions can be categorized as salam. The Cash-on-Delivery (COD) feature is more akin to an ordinary sale, Shopee Food resembles a wakālah contract, PayLater tends toward a qarḍ contract, while pre-order transactions are more relevant to an istisnāʿ contract. Therefore, mapping contracts according to the characteristics of each transaction is essential to ensure that digital trade practices remain aligned with sharīʿah principles.

Introduction

The rapid advancement of information technology has profoundly transformed commercial activities and other economic practices, particularly the mechanisms governing buying and selling transactions. Technological innovation and digital information systems have gradually replaced traditional market structures with virtual marketplaces operating through digital platforms. One of the most significant manifestations of this transformation is the emergence of online commerce (*e-commerce*) through digital marketplaces such as Shopee and similar platforms. E-commerce represents a continuation of conventional commercial transactions founded on mutual trust, while offering greater efficiency, accessibility, and market reach (Ribadu, 2019). To provide legal certainty for Muslim consumers and businesses, the Indonesian Council of Ulama (Majelis Ulama Indonesia/MUI), through the National Sharia Council (Dewan Syariah Nasional–MUI), has actively responded to contemporary economic developments by issuing a series of fatwas governing emerging financial and commercial practices. In particular, DSN-MUI Fatwa No. 146/DSN-MUI/2021 concerning Sharia-Based Electronic Commerce Transactions formally recognizes the permissibility of online commercial transactions, provided that they comply with the principles and provisions stipulated in the fatwa. Under this framework, buyers and sellers are able to complete the entire transaction process—including ordering, payment, and delivery—without any face-to-face interaction.

The convenience and flexibility offered by online commerce have made digital transactions the preferred choice for modern consumers. Nevertheless, from the perspective of Islamic commercial jurisprudence (*fiqh al-muʿāmalāt*), important questions arise concerning the legal validity of such transactions. Islamic law requires every sale contract to satisfy specific pillars (*arkān*) and conditions (*shurūṭ*) to be considered valid. Among the classical contracts frequently associated with online transactions is the *salam* contract, which involves full payment in advance while the goods are delivered at a later date (Muneeza, 2020). Owing to its contractual structure, *salam* has often been regarded as the Islamic contract most compatible with contemporary online transactions, as it appears to correspond to the payment and delivery mechanism commonly employed in e-commerce.

However, contemporary digital marketplaces incorporate a variety of transaction features that cannot all be adequately explained through the *salam* contract alone. For example, the Cash-on-Delivery (COD) feature more closely resembles an ordinary sale (*bayʿ*), since payment is made simultaneously with the receipt of goods. In this mechanism, the agreed price is determined at the time of ordering, while the sale is effectively concluded upon the concurrent exchange of goods and payment. Consequently, COD fulfills the essential requirements of a valid sale, including certainty regarding both the price (*thaman*) and the object of sale (*mabīʿ*), while avoiding excessive uncertainty (*gharar*).

Similarly, ShopeeFood transactions may be analogized to a *wakālah* contract, in which the platform acts as an authorized intermediary representing restaurants or merchants in marketing products, receiving orders, and arranging delivery services. By contrast, the PayLater facility exhibits characteristics resembling a *qarḍ* (loan) contract because it provides deferred payment that must subsequently be repaid by the consumer. Nevertheless, the imposition of additional charges, interest, or late-payment penalties raises significant concerns regarding compliance with the prohibition of *ribā* under Islamic law. Another distinctive feature is the pre-order system, which closely corresponds to the *istisnāʿ* contract, whereby goods are manufactured or prepared according to agreed specifications after an order has been placed. This contractual arrangement is particularly relevant for products that are not immediately available and require production or customization before delivery.

The increasing diversity of contractual mechanisms within digital commerce highlights the necessity of re-examining the applicability of classical Islamic contracts to modern e-commerce practices. Assuming that all online transactions constitute *salam* contracts risks oversimplifying the complex legal relationships embedded in contemporary digital platforms. A more comprehensive contractual analysis is therefore required to identify the Islamic contract most appropriate for each transaction feature, thereby ensuring that digital commercial practices remain consistent with the principles of Sharīʿah.

Accordingly, this study aims to examine the extent to which the *salam* contract remains relevant to online transactions conducted through Shopee while simultaneously exploring the applicability of other Islamic contracts, particularly *bayʿ*, *wakālah*, *qarḍ*, and *istisnāʿ*, to the diverse transaction features offered by the platform. By providing a systematic mapping of contractual models within a single e-commerce ecosystem, this research seeks to contribute to the development of a more comprehensive framework for understanding Islamic commercial law in the context of the digital economy.

Method

This study adopts a descriptive qualitative approach aimed at systematically and factually examining the social phenomena associated with online commercial transactions conducted through the Shopee platform (Ibda, 2022). The approach was chosen because the object of study encompasses not only normative legal dimensions but also the practical and contextual aspects of digital trade as experienced by market participants. The research utilizes both primary and secondary data. Primary data were collected through direct observation of transaction mechanisms within the Shopee application and semi-structured interviews with merchants and platform users. Secondary data were derived from relevant literature, including classical and contemporary works on fiqh al-muʿāmalāt, peer-reviewed journal articles, academic publications, and official regulatory documents relevant to the research topic. Data were gathered through participant observation, semi-structured interviews, and documentation. To enhance the credibility and validity of the findings, the study employed source and method triangulation by comparing information obtained from different participants and data collection techniques to achieve more objective and reliable conclusions.

Result

Literature Review

Technological advancement has given rise to new models of *muʿāmalāt* transactions that were unknown in earlier periods of Islamic commercial practice. These developments have generated new contractual arrangements designed to accommodate the evolving needs and realities of contemporary society. Since the fundamental principle governing commercial transactions in Islamic law is permissibility (*al-aṣl fī al-muʿāmalāt al-ibāḥah*), newly emerging contractual forms are generally considered permissible provided that they do not violate Sharīʿah principles. Contemporary Islamic commercial jurisprudence therefore recognizes a variety of contractual models in addition to the classical contracts that have long been practiced, such as *bayʿ al-salam*, *istisnāʿ*, *bayʿ al-muqāyaḍah* (barter), and *bayʿ al-muṭlaq*, in which goods are exchanged for an agreed medium of payment, including national or foreign currencies (Fajriyyah et al., 2022). Another widely recognized form is *bayʿ al-musāwamah*, whereby the seller is not required to disclose the original acquisition cost of the commodity. Such transactions remain legally valid as long as they are concluded on the basis of mutual consent without coercion. The rapid expansion of digital technology has further transformed these contractual practices by enabling virtual transactions and payment mechanisms such as Cash on Delivery (COD), thereby making commercial exchanges more efficient, accessible, and responsive to contemporary market demands.

Previous studies have extensively examined the applicability of classical Islamic contracts to digital commerce. Ari Azhari (2020) argues that the *salam* contract can be

Vol. 5, No. 1, Januari 2026, pp. 608-620
applied to online transactions provided that the specifications of the goods are clearly defined, payment is made in advance, and the delivery schedule is mutually agreed upon. Similarly, Munandar and Ridwan (2023) maintain that digital transactions may be classified as *salam* contracts when they fulfill the essential pillars and legal requirements of Islamic commercial law, including mutual consent and certainty regarding the subject matter of the transaction. Likewise, Reza et al. (2025) demonstrate that the pre-order mechanism commonly employed in contemporary e-commerce represents a legitimate implementation of the *salam* contract, provided that product specifications and delivery schedules are explicitly determined.

Nevertheless, not all online transactions can be automatically classified under the *salam* contract, as digital marketplaces incorporate diverse transaction features with distinct legal characteristics. Cash on Delivery (COD), for example, more closely resembles an ordinary sale (*bayʿ*), since payment is made simultaneously with the delivery of goods. ShopeeFood transactions, on the other hand, are more appropriately analyzed through the framework of either *wakālah* (agency) or *ijārah* (service contract), as the platform functions as an intermediary facilitating food delivery services between merchants and consumers. By contrast, Shopee PayLater represents an electronic financing facility that bears closer resemblance to a *qarḍ* (loan) contract. However, the imposition of additional charges, interest, or late-payment penalties raises serious Sharīʿah concerns because any increment derived from a loan constitutes *ribā*, which is explicitly prohibited in both the Qur'an and the Sunnah. These differences suggest that the growing diversity of digital payment systems cannot be evaluated under a single contractual framework and therefore requires careful legal assessment based on the principles of *fiqh al-muʿāmalāt* (AM Syaifuddin et al., 2022).

Similar observations have been made in previous studies of digital marketplaces. Masyhuri Azhar (2011) notes that although marketplace platforms such as Tokopedia generally resemble the contractual structure of *salam*, significant challenges remain regarding the transparency of product information. Insufficient disclosure of product quality, quantity, and delivery schedules may generate elements of *gharar* (uncertainty), thereby affecting the legal validity of the contract. Meanwhile, Muhajirin (2020) argues that digital food delivery services such as GoFood are more appropriately understood through the framework of *istisnāʿ* rather than *salam*, since consumers place orders for products that are subsequently prepared or produced according to their specifications, while payment may be made in advance, in installments, or upon completion of the order. Collectively, these studies demonstrate that contemporary digital commerce cannot be adequately explained through a single Islamic contractual model. Instead, each transaction feature should be examined individually according to its specific legal characteristics in order to ensure compliance with the principles of Islamic commercial jurisprudence.

The Urgency of Legal Certainty in Economic Activities

For Muslims who regard Islam as a comprehensive way of life, every action, including commercial transactions, should be conducted in accordance with the principles of Sharīʿah. In this regard, the growing availability of halal products across various sectors—including food, fashion, and property—has been accompanied by the increasing adoption of Sharīʿah-compliant contractual schemes. These contractual arrangements provide Muslim consumers with lawful alternatives for fulfilling their economic needs while adhering to Islamic legal principles (Mustori & Rohmani, 2022). The expansion of the halal industry has become a significant global trend, reflecting not only increasing consumer demand but also the aspiration of Muslim communities to engage in economic activities that integrate financial objectives with religious and ethical values.

In Indonesia, the National Sharia Council of the Indonesian Council of Ulama (DSN-MUI) has played a pivotal role in strengthening legal certainty within Islamic economic activities by issuing a series of fatwas governing various commercial contracts, including *salam*, *istisnāʿ*, *murābaḥah*, and other Sharīʿah-compliant contractual arrangements. These fatwas provide normative guidance for transactions conducted through both conventional commercial practices and contemporary digital platforms. Their issuance reflects a fundamental principle of Islamic jurisprudence: while the textual sources of Islamic law (*nuṣūṣ*) are finite, human economic activities continue to evolve, requiring continuous legal interpretation (*ijtihād*) to ensure legal certainty and Sharīʿah compliance.

Rapid technological advancement has transformed virtually every aspect of human life, including economic activities and commercial transactions. Beyond its impact on national economies, technological innovation has reshaped global markets by creating interconnected digital ecosystems. Alvin Toffler characterizes this transformation as a defining feature of the Third Wave society, marked by the emergence of the Internet and global information networks. Likewise, Laudon argues that information technology has fundamentally shifted modern society toward an Internet-based economic environment. Consequently, commercial transactions, business practices, and market competition have increasingly migrated to digital platforms, including Shopee, Tokopedia, Lazada, Zalora, and other e-commerce marketplaces.

Within these digital marketplaces, the contractual framework governing online sales should be determined according to the characteristics and specifications of the products and transaction mechanisms involved. Different commercial activities therefore require different Sharīʿah contracts to ensure legal validity and compliance with Islamic commercial principles. For instance, pre-order transactions are generally more appropriately structured under either the *salam* or *istisnāʿ* contract, whereas ready-stock products are more suitably analyzed through *bayʿ al-musāwamah*. Deferred payment facilities or digital financing services, meanwhile, exhibit characteristics that are more closely associated with *qarḍ* or other relevant financing contracts. The diversity of these contractual models demonstrates the flexibility of *fiqh al-muʿāmalāt* in responding to the rapid development of digital commerce. Beyond serving as legal instruments for validating commercial transactions, Islamic contracts also function as mechanisms for promoting justice, transparency, and public welfare (*maṣlaḥah*) among all parties involved. Accordingly, within the contemporary digital economy, business, and financial sectors, selecting an appropriate contractual framework is not merely a normative legal requirement but also a practical necessity that provides Muslim entrepreneurs and consumers with an ethical and religious foundation for conducting commercial activities in a trustworthy, transparent, and Sharīʿah-compliant manner.

The Relevance and Application of the *Salam* Contract in Shopee Online Transactions

Online transactions conducted through the Shopee platform generally follow a mechanism in which payment is made in advance, while the goods are delivered at a later date. This transaction pattern closely resembles the *salam* contract, a classical Islamic sales contract in which the purchase price is paid in full at the time of the agreement, whereas delivery of the goods is deferred until a specified future date. Beyond serving as a lawful commercial arrangement, the *salam* contract embodies the Islamic principle of mutual assistance (*taʿāwun*) by creating reciprocal benefits for both contracting parties. Buyers may obtain goods at more competitive prices, while sellers receive immediate liquidity that can be utilized as working capital to sustain or expand their businesses (Fajriyyah et al., 2022).

Classical jurists define *bayʿ al-salam* as the sale of a commodity whose delivery is deferred while the purchase price is paid immediately (*bayʿ ʿājil bi ājil*) (Ibn ʿĀbidīn, 1996). In contemporary Islamic finance, this contractual arrangement is often regarded as the Sharīʿah counterpart of a forward sale contract, although it is governed by specific legal requirements intended to eliminate uncertainty (*gharar*) and ensure fairness between the contracting parties. From this perspective, the fundamental characteristics of the *salam* contract are reflected in many Shopee transactions, particularly those involving ready-stock products or goods that can be supplied according to predetermined specifications without requiring custom manufacturing. The seller is not necessarily required to produce the goods personally but must be capable of delivering products that conform to the agreed specifications. This contractual flexibility explains why the *salam* contract is frequently considered the most appropriate legal framework for many forms of online commerce.

Several features of the Shopee transaction system demonstrate its compatibility with the essential requirements of the *salam* contract:

First, advance payment. One of the principal conditions of a valid *salam* contract is that the purchase price must be paid in full before the goods are delivered (Muneeza, 2020). Shopee implements this requirement by obligating buyers to complete payment before sellers process the order. Payment may be made through bank transfers, electronic wallets, or ShopeePay, thereby providing sellers with immediate access to funds needed to prepare and dispatch the ordered products.

Second, deferred delivery of goods. In a *salam* contract, the purchased goods are not delivered immediately but within a mutually agreed period. A similar mechanism operates on the Shopee platform, where buyers receive their orders only after the estimated shipping period has elapsed. The separation between payment and delivery constitutes one of the defining characteristics of the *salam* contract.

Third, clear specification of the goods. Islamic commercial law requires that the subject matter of a *salam* contract be described with sufficient precision to eliminate uncertainty (*gharar*). Shopee accommodates this requirement by requiring sellers to provide detailed

Vol. 5, No. 1, Januari 2026, pp. 608-620
product descriptions, including size, color, quantity, quality, and other relevant specifications. Such transparency minimizes the possibility of disputes arising after the transaction has been completed.

Fourth, certainty regarding the delivery schedule. Another essential requirement of the *salam* contract is that the delivery date must be clearly determined. Shopee provides buyers with an estimated delivery period before checkout, thereby enhancing transactional certainty and supporting compliance with Sharīʿah principles governing deferred-delivery contracts. Nevertheless, not every transaction conducted through Shopee satisfies all the legal requirements of a valid *salam* contract. Transactions involving incomplete product specifications, ambiguous delivery schedules, or insufficient information regarding the object of sale may introduce elements of *gharar*, thereby compromising their Sharīʿah validity. Consequently, the application of the *salam* contract to online marketplace transactions requires strict compliance with the substantive requirements of *fiqh al-muʿāmalāt* to ensure that the contract remains legally valid under Islamic law (Munandar & Ridwan, 2023).

Alternative Islamic Contracts More Relevant to Shopee Online Transactions

The diversity of transaction features available on the Shopee platform demonstrates that not all online transactions can be appropriately classified under the *salam* contract. Instead, several platform services exhibit contractual characteristics that correspond more closely to other Islamic commercial contracts. Identifying the appropriate contractual framework is essential to ensure the correct application of Sharīʿah principles and to avoid legal misclassification in the context of digital commerce.

The Cash on Delivery (COD) feature provides a clear example. Under this mechanism, payment is made only after the buyer receives the goods, which differs fundamentally from the *salam* contract, where the purchase price must be paid in full at the time the contract is concluded. Accordingly, COD transactions more closely resemble an ordinary sale (*bayʿ*) involving simultaneous exchange of goods and payment upon delivery. Some contemporary jurists further characterize this mechanism as a conditional sale because the completion of the transaction depends upon the buyer's acceptance of the goods at the time of delivery. In either case, the legal characteristics of COD differ substantially from those of *salam*, making its classification under the latter contract inappropriate.

The ShopeeFood service also exhibits contractual characteristics distinct from those of *salam*. Food orders are typically prepared only after the customer places an order and are subsequently delivered through the platform's courier network. Such transactions are therefore more appropriately analyzed through the framework of *istisnāʿ*, particularly when the ordered food is produced or prepared according to the customer's request. Classical Islamic jurisprudence recognizes *istisnāʿ* as a special form of manufacturing contract that shares similarities with *salam*, as both involve deferred delivery of ordered goods. However, unlike *salam*, *istisnāʿ* provides greater flexibility regarding both payment arrangements and delivery schedules. Consequently, many jurists regard *istisnāʿ* as the more suitable contractual framework for manufacturing and customized production activities, including contemporary food-ordering services (Rani Maylinda & Wirman, 2023). At the same time, the intermediary role performed by the Shopee platform and its couriers also reflects elements of *wakālah* (agency), since the platform acts on behalf of consumers in placing orders, arranging payment, and coordinating delivery. Accordingly, ShopeeFood is more accurately understood as a transaction involving a combination of *istisnāʿ* and *wakālah* rather than a pure *salam* contract.

A different contractual analysis applies to the Shopee PayLater facility. This feature enables consumers to obtain goods immediately while deferring payment through installments or a specified repayment period. Such a payment mechanism is incompatible with the *salam* contract because advance payment constitutes one of its essential legal requirements. Instead, PayLater more closely resembles a *qarḍ* (loan) arrangement, depending on the contractual structure adopted by the financing provider. From the perspective of Islamic commercial law, particular attention must be given to the possibility of *ribā* arising from predetermined interest charges or fixed financial increments imposed on the principal amount. Consequently, the Sharīʿah compliance of PayLater depends upon whether its pricing structure reflects legitimate service fees or prohibited gains derived from lending activities.

Among the alternative contracts, *istisnāʿ* deserves particular attention because of its relevance to contemporary digital commerce involving customized or made-to-order products. Unlike *salam*, which requires a clearly specified delivery date, *istisnāʿ* allows greater flexibility in determining both the production process and the delivery schedule through mutual agreement between the contracting parties. This flexibility makes *istisnāʿ* particularly suitable for transactions involving goods that must first be manufactured or customized before delivery.

The National Sharia Council of the Indonesian Council of Ulama (DSN-MUI) has established detailed guidelines governing *istisnāʿ* transactions. According to these provisions, the subject matter of the contract must possess clearly defined specifications, while delivery must occur at the agreed time and place. Furthermore, buyers may not exchange or resell the ordered goods before taking possession of them, except under conditions stipulated by mutual agreement. Where delivered goods fail to conform to the agreed specifications or contain defects, the purchaser retains the right of *khiyār* to either continue or terminate the contract, thereby safeguarding fairness and protecting the interests of both contracting parties (Fajriyyah et al., 2022).

DSN-MUI has also recognized the concept of parallel *istisnāʿ* (*istisnāʿ muwāzī*), which has become increasingly relevant in modern commercial practice. Under this arrangement, a provider may enter into a second *istisnāʿ* contract with another party to fulfill its obligations under the original contract, provided that the first agreement remains legally independent of the second. In addition, the provider acting as the second purchaser (*mustaṣniʿ*) is prohibited from charging a Margin During Construction (MDC), as such a practice is considered inconsistent with Sharīʿah principles (Fajriyyah et al., 2022).

Another significant distinction between *salam* and *istisnāʿ* concerns the method of payment. In a *salam* contract, the purchase price (*raʾs al-māl*) must be paid in full at the time the contract is concluded, as this advance payment constitutes an essential element of the contract's legal validity and provides working capital to the seller or producer. By contrast, *istisnāʿ* permits considerably greater flexibility, allowing payment to be made in advance, by installments, upon completion of production, or according to any mutually agreed schedule. Such flexibility makes *istisnāʿ* more adaptable to the practical needs of modern manufacturing, construction, and digital commerce.

Overall, the characteristics of *istisnāʿ*—namely, the production of goods based on customer specifications, flexible payment arrangements, and negotiable delivery schedules—make it a more appropriate contractual framework for products that are not immediately available in stock. This contractual model is therefore particularly suitable for contemporary transactions involving customized products, residential property, vehicles, and other manufactured goods requiring a production process before delivery. These findings demonstrate the adaptability of *fiqh al-muʿāmalāt* in addressing the legal complexities of modern digital commerce while maintaining adherence to the fundamental principles of Islamic commercial law.

Conclusion

Based on the analysis of online trading practices conducted through the Shopee platform, this study concludes that the salam contract remains relevant to certain transaction patterns within digital commerce. This relevance is particularly evident in transactions involving advance payment and deferred delivery, such as pre-order products. Such mechanisms correspond to the fundamental principles of the salam contract, provided that essential requirements are fulfilled, including clear specifications of the object of sale, certainty of price, and a clearly defined delivery schedule. However, not all transaction features available on Shopee can be appropriately analyzed under the framework of the salam contract. Features such as Cash on Delivery (COD), ShopeeFood, and PayLater possess distinct contractual characteristics and are more appropriately examined through alternative Islamic contracts, including bayʿ al-musāwamah, istisnāʿ, and qarḍ. This finding demonstrates that a single digital marketplace may incorporate various Islamic contractual models depending on the specific mechanism and nature of each transaction. Therefore, accurate identification and mapping of fiqh al-muʿāmalāt contracts within digital transactions are essential. Such an approach not only ensures the Sharīʿah validity of online commercial activities but also provides clearer guidance for Muslim consumers and business actors in conducting digital economic activities in accordance with Islamic principles.

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