

Akad Salam VS Marketplace From The Perspective of The Qur'an and Hadith

Iib Hibaturohman^{1 * 1, a}, Asep Rusnandar^{2 b}, Ricky Fattamazaya Munthe^{3 c}

¹²³ Universitas Islam Negeri Sunan Gunung Djati, Bandung, Indonesia

^a Email First Author *: libbabakan@gmail.com

* Corresponding Author: libbabakan@gmail.com

Abstract: This study discusses the conceptual and normative relationship between salam contracts in fiqh muamalah and transaction practices in modern digital marketplaces with reference to the perspectives of the Qur'an and Hadith. The method used is descriptive qualitative through library research with document analysis of classical fiqh literature, contemporary scholars' fatwas, particularly those of the Indonesian Ulema Council (DSN-MUI), and the views of contemporary scholars. The focus of the study is directed at the interpretation of the salam contract, its normative principles, and its relevance to social phenomena in digital transactions. This research aims to contribute to the development of contemporary fiqh muamalah, as well as to serve as a practical reference for regulators, business actors, and sharia marketplace developers in designing transaction systems that are in line with Islamic values. The results of the study show that salam contracts and digital marketplace transactions share the same principles, namely clarity, fairness, and transparency. Salam contracts, which are characterised by advance payment and delivery of goods at a later date, remain valid and relevant in modern trade if they meet sharia requirements. The principles in QS. Al-Baqarah [2]: 275 and 282 and the Hadith of the Prophet SAW emphasise the importance of honesty and transaction recording, which also form the basis of electronic contracts. Fatwa DSN-MUI No. 05/2000 and No. 110/2017 confirm the permissibility of digital salam contracts as long as they are free from usury and gharar. The integration of salam contracts in marketplaces reflects the adaptation of fiqh to technological developments without neglecting the values of fairness and blessing.

Keywords: Salam Contract; Marketplace; Al-Qur'an; Hadith; DSN-MUI

Introduction

The development of the digital economy over the past two decades has fundamentally changed the transaction patterns of global society. In Indonesia, according to the 2024 We Are Social report, more than 82% of the population has been involved in online shopping activities through marketplace platforms such as Shopee, Tokopedia, Lazada, and Bukalapak. The value of national e-commerce transactions reached Rp 489 trillion in 2023, an increase of 17.6% compared to the previous year (Bank Indonesia, 2024). (Herlinawati, 2024) This change not only shows the growth of technology and consumer behaviour, but also raises fundamental questions about the compatibility of digital economic practices with the principles of Islamic muamalah based on the Qur'an and Hadith. In the context of fiqh muamalah, Islam has from the outset regulated forms of sale and purchase transactions, including sale and purchase with advance payment and delivery of goods at a later date, known as the salam contract. The salam contract is a form of transaction that is recognised as sharia-compliant and has been practised since the time of the Prophet Muhammad, particularly among farmers in Medina to facilitate production financing. (Saprida, 2016)

The hadith narrated by Bukhari and Muslim explains that the Prophet Muhammad SAW permitted salam contracts on the condition that the quantity, type, and time of delivery of the goods were clearly specified. Thus, the main principles in salam are clarity (bayān) and fairness ('adl) to avoid uncertainty (gharar). (Muhimah, 2017) However, the transaction model in modern marketplaces often involves a third party as an intermediary between the seller and the buyer. This mechanism is reinforced by an escrow system in which the buyer's funds are temporarily held by the platform until the goods are received in good condition. (Suryono, 2025) From a fiqh perspective, this structure resembles a salam contract in that there is a time lag between payment and delivery of goods, but it also differs in that there is a non-human mediator (digital platform) that manages the flow of funds and information, thus posing new challenges in determining the law and sharia compliance of contemporary marketplace practices.

The phenomenon of digital economic globalisation has brought about social and ethical consequences in online transactions, with practices such as flash sales, pre-orders, and cashback raising the potential for deviations from the principles of justice and transparency taught by Islam. Some transactions even contain elements of *gharar* and *tadlis* (deception) due to inaccurate product information or unclear delivery times. (Asdar, 2025) Therefore, it is important to conduct a comparative study that examines the compatibility of the marketplace system with Islamic transaction values, especially by referring to the classical concept of *salam* contracts, which have been regulated in detail in *fiqh* literature. Studies on *salam* contracts in classical literature have been conducted by scholars such as Al-Kasani in *Bada'i' al-Sana'i*, Ibn Qudamah in *Al-Mughni*, and Imam Nawawi in *Al-Majmu'*. However, previous studies have focused on the context of agriculture and traditional trade, while the development of digital marketplaces that operate with fintech and artificial intelligence technology has not been studied in depth in the context of Islamic law. This has led to a significant gap in the literature in understanding how the *salam* contract can be adapted into a digital transaction model that is in accordance with sharia principles. (Ikhsan, 2025)

In a normative context, the Qur'an provides universal guidelines on the importance of fairness and transparency in transactions. QS. Al-Baqarah [2]: 282 emphasises the obligation to record every transaction so that no disputes arise. This verse is in line with the spirit of the *salam* contract, which requires clarity in terms of payment, delivery times, and specifications of goods. Modern marketplaces based on electronic contracts can essentially replicate this principle, but it needs to be examined whether algorithmic systems and platform policies have ensured fairness as intended in the verse. (Amir, 2024) This shows that Islam not only regulates the substance of contracts but also requires administrative instruments that ensure orderly transactions, transparency, and clarity of rights and obligations in the context of *salam* contracts. These guidelines are manifested through conditions that require detailed explanations regarding the type of goods, quality, quantity, price, and delivery time. Thus, recording transactions in *salam* serves as a tool to avoid *gharar*, increase trust, and create stability in economic relations between parties. (Erizal, 2025)

This study is important not only to assess the formal suitability of marketplace transactions with *salam* contracts, but also to evaluate their substantive and ethical suitability based on the normative principles of the Qur'an. The evaluation covers the dimensions of transparency, clarity, protection of rights, structural justice, and dispute resolution mechanisms. Overall, this leads to one important conclusion, namely that the integration of Qur'anic principles in digital transactions is not sufficient at the contract level alone, but must touch on the system architecture used by digital platforms in order to be truly in line with *maqāsid al-syari'ah*. (Mulyawan, 2025) Thus, the main objective of this study is to analyse the suitability of the *salam* contract principle with transaction practices in modern marketplaces from the perspective of the Qur'an and Hadith, as well as to identify the challenges and opportunities for applying sharia principles in the digital economy. Theoretically, this research is expected to contribute to the development of contemporary *fiqh muamalah* science, while practically it can be a reference for regulators, business actors, and sharia marketplace developers in designing transaction systems that are in accordance with Islamic values.

Methods

This study employs a descriptive qualitative approach. This approach was chosen because the focus of the research is to examine meanings, normative principles, and social phenomena in *salam* transactions and digital marketplaces, rather than to measure variables numerically. The qualitative approach allows flexibility in interpreting data in depth, particularly in understanding religious texts and contemporary *mu'āmalah* practices. This research is a library-based study (*library research*), using literature sources as data (Haryono, 2024), which are analysed inductively to produce systematic conclusions (Novianti, 2024). The focus is on examining written sources such as *fiqh* texts, hadith, tafsir, scholarly articles, fatwas, as well as regulatory documents related to marketplaces and digital transactions. Field research is not employed because the

primary object of the study is normative and conceptual in nature. To strengthen the analytical process, the study adopts qualitative documentary analysis combined with thematic content analysis. This approach examines documents as the primary data source by systematically identifying, coding, and organising key themes in order to reveal meanings, patterns, and discursive tendencies. Such a method enables an in-depth understanding of both the content and context of the documents analysed, making it particularly relevant for legal studies, public policy research, and socio-humanities scholarship that emphasises the analysis of meaning and normative implications (Zulbaidah, 2025).

Results and Discussion

Understanding Salam Contracts in the Perspective of Fiqh Muamalah

The commitment of Indonesian law to safeguarding public welfare through the formulation and implementation of regulations that are aligned with the dynamics and demands of contemporary development underscores the importance of integrating normative values with evolving social realities. Within the context of Indonesia's pluralistic society, *tawhīd*-based social reconstruction serves as a strategic foundation for Muslims in responding to legal and social change, as it fosters awareness of transcendental, social, and civic responsibilities as citizens living in diversity (Zulbaidah et al., 2025; Zulbaidah, 2024). This normative framework has direct relevance in the field of *mu'āmalah*, particularly in the practice of the *salam* contract (بيع السلم) as a form of sale in Islamic law characterised by advance payment made by the buyer at the time of contract, while the delivery of the goods is deferred to a later date as agreed. Etymologically, the term *salam* derives from the root “سَلَّمَ”, meaning to deliver, to advance, or to give something with clarity and certainty, thereby emphasising the orientation of this contract towards legal certainty, justice, and the welfare of the contracting parties (Mujiatun, 2014).

In the books al-Mabsuth (12/124), Fath al-Qadir (5/323), al-Bada'i al-Shana'i (5/201), Radd al-Muhtar (4/212), Bidayat al-Mujtahid (2/199), Mughni al-Muhtaj (2/102), and al-Mughni (4/275), it is explained that salam sales have two meanings, namely: (Hasanudin, 2020)

(بيع) السَّلَمُ أَوْ السَّلَفُ (هُوَ بَيْعٌ أَجَلٍ بِعَاجِلٍ أَوْ بَيْعٌ شَيْءٍ مَوْصُوفٍ فِي الذِّمَّةِ

أَيَّ أَنَّهُ يُتَقَدَّمُ فِيهِ رَأْسُ الْمَالِ وَيُتَأَخَّرُ الْمُتَمَنُّ لِأَجَلٍ

'Salam or salaf sales (are) deferred sales with cash payment; or sales of something described that is under obligation, namely (sales) where payment of the price is made in advance and delivery of the goods (mutsmun) is deferred because of the deferral.'

هُوَ عَقْدٌ عَلَى مَوْصُوفٍ بِذِمَّةٍ مُؤَجَّلٍ بِتَمَنٍّ مَقْبُوضٍ بِمَجْلِسِ الْعَقْدِ

'Salam sale and purchase is (sale and purchase) with cash payment for the purchase of a described item that is the responsibility (of the seller) to be delivered at a later date'.

In fiqh terminology, scholars define bai' al-salam as a contract of sale and purchase of a clearly described item in a liability (dzimmah), with payment of the price made in advance and delivery of the goods deferred until a certain known time. (Lubaba, 2021) The definition of salam sale and purchase in general terms (terminologically) refers to the method of payment and delivery of goods, namely: (Hasanudin, 2025)

- Salam trading according to 'urf-tijari refers to trading where the price (tsaman) is paid in cash and the delivery of the ordered/purchased goods (mutsmun/matsmun) is deferred.
- The goods purchased do not yet exist or are not yet tangible (or are tangible, but not specific). These goods will be delivered later at an agreed time.

Islam provides flexibility for economic activities while maintaining the principles of fairness and certainty in transactions. During the time of the Prophet Muhammad, salam contracts were widely used by farmers in Medina as a mechanism for productive financing. Farmers in need of

working capital sold their harvest in advance to buyers at a certain price, and buyers paid in full at the time of the contract. This system not only met the farmers' capital needs but also ensured price stability and future supply of goods. (Nurpadi, 2025)

The fuqaha from the four madhhabs agree on the permissibility of salam contracts, but they impose strict restrictions so that such transactions do not contain elements of gharar (uncertainty), riba (interest), or tadlis (deception). (Mustofa, 2024) According to the Hanafi and Maliki schools of thought, the main conditions for the validity of salam are clarity of the specifications of the goods, clarity of the quantity, price, and time of delivery. (Harahap, 2021) Meanwhile, the Shafi'i and Hanbali schools of thought add that the goods being traded must be of a type that is commonly available on the market and can be delivered according to the promised time. (Badriati, 2012) Thus, the salam contract serves as a means to meet the economic needs of the community, while remaining within the strict corridors of Sharia law.

In the context of Islamic economics, the salam contract embodies the value of distributive justice because it connects parties with capital (buyers) with parties in need of financing (sellers). This contract is a strategic Sharia instrument in building a financial system based on justice and sustainability. (Japar, 2024) Unlike interest-based lending systems, salam offers a mutually beneficial cooperation model, where risks and profits are distributed proportionally. This is in line with the principle of al-ghunmu bi al-ghurmi (profit must be accompanied by risk), which is a key pillar of Islamic muamalah. (Pardiansyah, 2017) From a macroeconomic perspective, salam contracts have great potential to become productive financial instruments, especially in financing the agricultural sector, small industries, and trade. (Mulawarman, 2025) In the modern Islamic banking system, salam contracts have been adapted into various products such as Salam-based financing and Parallel Salam, where banks act as intermediaries between producers and end buyers. This adaptation demonstrates the relevance of the Salam contract in facing contemporary economic dynamics without abandoning Sharia principles. (Rozza, 2020)

The Salam contract is not merely a classical form of transaction, but also a manifestation of Islamic ethical values in economics, such as transparency, responsibility, and justice. Through strict regulations on the clarity of the transaction object and delivery time, Islam prevents the emergence of speculation that is detrimental to either party. Within the framework of contemporary fiqh muamalah, salam can be seen as an early model of an ethical forward contract system, which is not only profit-oriented but also focused on blessings and social welfare. Therefore, a deep understanding of the salam contract is not only important for understanding the classical Islamic legal heritage but also for developing modern, equitable Sharia economic innovations. This contract demonstrates that Islam possesses a high degree of legal flexibility to regulate economic dynamics without compromising moral and spiritual values.

Relevant Qur'anic Verses and Hadith Regarding Salam Contracts and Marketplaces

In the study of fiqh muamalah, the legitimacy of salam contracts has a strong basis in the Qur'an, the hadith of the Prophet Muhammad SAW and the ijma' of the scholars. The principles governing this contract are not only related to the legal aspects of transactions but also reflect the ethical and moral values of Islamic economics, which emphasise justice (al-'adl), honesty (al-shidq), and transparency (al-bayan). The concept of salam is compared with modern buying and selling practices through digital marketplaces, showing that both systems have common ground in terms of economic efficiency, but also raise new challenges related to legal certainty and Shariah ethics. Therefore, it is important to examine the arguments of the Qur'an and hadith in order to understand the normative framework that can be used to assess the compatibility of the marketplace system with the principles of buying and selling that are valid according to Islam.

1. The Qur'an

The main basis often referred to by scholars in discussing the validity of salam contracts is the word of Allah in QS. Al-Baqarah [2]: 282, which reads: (LPMQ Update on the Ministry of Religious Affairs' Quran Application, 2012)

..... يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَيْتُمْ بِدَيْنٍ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ

‘O you who believe! When you contract a debt for a specified period, write it down.’

This verse is the general basis for all forms of transactions involving deferral, whether in the form of debt or deferred sales such as salam. The main message of this verse is the importance of recording, clarity, and fairness in transactions so as not to cause disputes in the future. Scholars such as Al-Qurtubi and Ibn Kathir explain that this verse is the basic principle of mu‘āmalah ta’jiliyyah (deferred transactions), where clarity of time and value are conditions of validity. Thus, salam contracts are included in the scope of this verse because they contain elements of deferred delivery of goods even though payment is made in advance. (Malik, 2023)

In addition to this verse, QS. Al-Baqarah [2]: 275 also provides a normative affirmation of the difference between valid sales and the practice of usury:

... وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا...

‘Allah has made sales lawful and usury unlawful.’

This verse affirms the principle of permissibility of buying and selling in Islam as long as it does not contain elements that are prohibited, such as usury, gharar, or fraud. In the context of the marketplace, this verse serves as an important guideline that all forms of digital transactions, including those conducted online, must remain subject to the principles of halal buying and selling. Marketplaces that facilitate transactions with clear prices, product specifications, and fair payment systems can be categorised as a form of buying and selling that is lawful and in accordance with the spirit of this verse. However, if a marketplace practises interest-based instalment systems, hidden fees, or price manipulation, then this falls under the category of usury, which is prohibited by the Qur'an. (Juliana, 2025)

Another relevant verse is QS. Al-Nisa' [4]: 29, which states:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

“O you who believe! Do not consume one another's wealth unjustly, except in a manner that is mutually agreed upon. And do not kill yourselves. Indeed, Allah is Most Merciful to you.”

This verse is the main ethical principle in all forms of transactions, both conventional and digital, in the context of the marketplace. It emphasises the importance of mutual consent and transparency between sellers and buyers. Sellers are obliged to provide honest information about their products, while buyers have the right to receive goods as agreed. The practice of manipulating product descriptions, review fraud, or fictitious cashback systems in the marketplace clearly contradicts the principles of honesty and willingness emphasised in this verse. (Juliana, 2025)

2. Hadith

In addition to the basis of the Qur'an, the hadith of the Prophet Muhammad SAW provides an explicit explanation of the permissibility and provisions of salam contracts. In the books Nashb al-Rayah (4/44) and al-Talkhish al-Khabir (242), Ibn Abbas' opinion is explained, stating that salaf sales or salam sales are part of the substance of the verse (i.e., debt) that is permitted by Allah and allowed to be carried out. The hadith of the Prophet SAW narrated by the six Imams of hadith from Ibn Abbas explains as follows: (Hasanudin, 2025)

أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَدِمَ الْمَدِينَةَ وَهُمْ يُسَلِّفُونَ السَّنَةَ وَالسَّتَيْنِ وَالثَّلَاثَ، فَقَالَ : (مَنْ أَسْلَفَ فِي شَيْءٍ فَلَيْسَ لِي فِيهِ كَيْلٌ مَعْلُومٌ وَوَرَنٌ مَعْلُومٌ إِلَى أَجَلٍ مَعْلُومٍ

“Indeed, the Messenger of Allah, peace and blessings be upon him, came to Madinah; the people of Madinah used to engage in salaf (salam) transactions for one year, two years, and three years; the Messenger of Allah (peace be upon him) said: whoever engages in salaf

(salam) transactions, let him do so on goods that can be measured or weighed, and for a known period of time."

Another hadith that is often cited is the saying of the Prophet Muhammad SAW: (Baharuddin, 2025)

...قَالَ لَا تَبِعْ مَا لَيْسَ عِنْدَكَ

'Do not sell something that you do not possess.' (Abu Daud, no. 3503; An-Nasai, no. 4613; Tirmidzi, no. 1232; and Ibn Majah, no. 2187. Sheikh Al-Albani said this hadith is sahih).

This hadith serves as a warning against sales practices that involve speculation (gharar). In the context of marketplaces, this hadith is highly relevant for assessing dropshipping practices or the sale of goods that the seller does not yet own. According to the views of some fuqaha, this system may be permissible if the seller acts as an agent (wakil) of the owner of the goods and does not take a profit before the goods are received by the buyer. However, if the seller acts as a party selling goods without ownership and without a valid agency agreement, then the transaction can be categorised as an invalid sale and purchase according to the above hadith. (Tanjung, 2021)

Furthermore, another hadith narrated by Muslim states:

عن أبي هريرة رضي الله عنه: نهى رسول الله صلى الله عليه وسلم عن بيع الغرر

'Verily, the Messenger of Allah (peace be upon him) forbade transactions involving gharar (uncertainty).' (HR. Muslim no. 1513)

This prohibition of gharar is the main foundation for assessing the validity of transactions in the marketplace. Clarity regarding product specifications, prices, and return policies is a form of implementation of the anti-gharar principle. Marketplaces that are transparent in terms of product information and guarantee consumer protection can be considered to have implemented the principle of fiqh salam, while platforms that contain ambiguous information have the potential to violate this principle. (Basyariah, 2022)

3. Ijma'

Ibn al-Mundzir explains that scholars agree (ijma') that salam sales are permissible because of the necessity (al-hajah) to carry out such transactions. Conceptually, salam contracts and marketplaces are similar in terms of the mechanism of deferring the delivery of goods and transactions based on trust. However, the difference lies in the presence of a third party, namely a digital platform that acts as a connector and guarantor of transaction security. From a Sharia perspective, the presence of this third party does not automatically change the legal status of the sale and purchase, as long as there is no violation of the basic principles of the salam contract: clarity of specifications, certainty of delivery time, and avoidance of elements of usury and gharar. (Romadhan, 2022)

Contemporary scholars such as Wahbah al-Zuhaili in *Al-Fiqh al-Islami wa Adillatuhu* emphasise that the principles contained in the salam contract can be applied in modern transactions, including e-commerce and marketplaces, provided that the digital system acts as a means (wasilah) to facilitate halal transactions, not as a means of speculation or exploitation. (Al-Zuhayli, 1997) The principle of recording and written agreement as stipulated in QS. Al-Baqarah [2]: 282 is even more relevant in the digital age, because electronic contracts (e-contracts) can be considered a form of recording that is valid according to Sharia law. Thus, both the Qur'an and hadith and ijma' provide a comprehensive ethical and legal framework for buying and selling practices, including modern forms such as marketplaces. Islam does not reject economic innovation, but demands that every innovation remain based on the values of justice, transparency and honesty. Salam contracts are a classic example of the flexibility of Islamic law, which is able to bridge the economic needs of the people without sacrificing moral principles. In this context, marketplaces designed in accordance with the principles of salam can become a model for Shariah-compliant digital transactions that are not only efficient but also fair and beneficial for all parties involved.

The Pillars and Conditions of the Salam Contract (According to Fiqh Muamalah)

The pillars of salam sales are essentially the same as the pillars of sales in general. Hanafi scholars only recognise one pillar of sales, namely the shighat akad (ijab-qabul) of sales. Similarly, in salam sales, Hanafi scholars only recognise one pillar of salam, namely the contract of sale and purchase. (Hasanudin, 2025) The salam contract (بيع السلم) is a form of sale and purchase that has specific legal provisions in fiqh muamalah because it allows the sale of goods that do not yet exist (ma'dum) at the time of the contract, with the condition that payment is made in advance and the delivery of goods is postponed until the agreed time to maintain justice (al-'adl) and avoid elements of uncertainty (gharar).

The fuqaha have established a number of conditions that must be met for a salam contract to be valid according to Islamic law. These conditions are the result of istinbath (legal deduction) from the Qur'an, hadith, and ijma' (consensus) of the companions, which guarantee that the salam contract does not deviate from the principles of honesty (shidq), clarity (bayān), and justice in muamalah. (Nugroho, 2024)

- 1. Payment must be made in advance at the time of the contract.
- 2. The specifications of the goods must be clear (type, quality, quantity).
- 3. The time and place of delivery must be determined.
- 4. The goods are not of a type that must be delivered immediately (e.g., certain fresh foods).
- 5. The goods are not specific items, but are of a general nature that can be provided at a later date.

Fiqh Analysis and Contemporary Relevance

The above pillars and conditions indicate that the salam contract contains a very high principle of prudence in economic transactions. Each condition is designed to prevent potential disputes and maintain a balance of rights and obligations between buyers and sellers within the framework of contemporary fiqh muamalah. These principles have strong relevance to digital marketplace practices. (Yazid, 2025) A transparent marketplace system that provides complete product descriptions, guarantees timely delivery, and withholds payment until the goods are received can be considered an implementation of the principles of the salam contract in a modern context. (Nurfatonah, 2023) Therefore, the conditions of salam are not only classical legal norms but also an ethical foundation for building a fair and trustworthy digital transaction system. It can be emphasised that the principles of clarity, responsibility, and mutual agreement are at the core of both systems, and the application of these values in the digital world can strengthen the legitimacy of Islamic economics in facing the challenges of globalisation and financial technology.

Similarities between Salam and Marketplace

The following are similarities between salam contracts and marketplaces that can be compared: (Nasrullah, 2025)

Aspect	Salam Contract	Marketplace
Nature of transaction	Delivery of goods is deferred	Can be immediate or pre-order
Clarity of product specifications	Must be clearly defined	Generally clear (product descriptions)
Payment	Paid in advance	Can be paid in advance (transfer) or cash on delivery (COD)
Legal basis	Explicitly prescribed in Islamic law	Permissible as long as it complies with Sharia principles
Risk of <i>gharar</i> (uncertainty)	Eliminated through clear specifications	May arise if product descriptions are unclear

Key Differences Between Salam and Marketplace

1. In a salam contract, the buyer and seller transact directly with full payment in advance, without an intermediary.
2. In a marketplace, there is a third party (platform) that mediates the payment and delivery process, and there is often an escrow system (temporary fund holding).
3. Modern marketplaces can contain elements of gharar, ghabn, or riba if not supervised, for example in cashback systems, interest, or delayed refunds.

The Concept of Marketplace in the Digital Economy from the Perspective of Fiqh Muamalah

The development of information technology has brought about a major transformation in the global economic system, including the way humans conduct economic transactions. One of the most significant phenomena in the contemporary digital economy is the emergence of marketplaces, which are online platforms that act as intermediaries between sellers and buyers to facilitate the exchange of goods and services. Shopee, Tokopedia, Bukalapak, Lazada, and Amazon have now become complex digital economic ecosystems, where millions of transactions occur daily in real-time across regions and countries. (Witro, 2021) Academically, marketplaces are seen as the result of the evolution from conventional trading systems to a platform-based economy (platform economy) that places digital technology as the main infrastructure in connecting transacting parties without the need for physical meetings.

A marketplace in the context of the digital economy can be defined as an internet-based digital platform that brings together sellers (vendors) and buyers (customers) to conduct online transactions of goods and/or services with an integrated payment system. The marketplace business model operates on a commission or transaction fee system, which is obtained from the buying and selling activities facilitated through the platform. In modern economic theory, a marketplace is considered a form of two-sided market, where the value of the platform is determined by the number and activity of both parties that are interdependent on each other. This phenomenon explains why the success of a marketplace is highly dependent on the network effect: the more users participate, the higher its economic value. (Pratama, 2020)

From the perspective of Islamic economics and fiqh muamalah, the existence of marketplaces is not necessarily considered a new form of contract, but rather a means (intermediary) that facilitates sales contracts between individuals. This means that marketplaces are not parties that conduct direct transactions, but rather function as facilitators or mediators that provide digital means for the exchange of ownership (tabadul al-milk) between sellers and buyers. In this case, the marketplace plays a role similar to wakalah bi al-ujrah (intermediary who receives a fee) as known in classical fiqh. (Soleha, 2025) Imam Al-Kasani in Bada'i al-Sana'I' emphasises that the original ruling on intermediaries is that they are permissible as long as they do not involve fraud, usury, or gharar. (Mega, 2025) Therefore, marketplaces are permissible in principle as long as all contracts that take place within them fulfil the pillars and conditions of buying and selling as stipulated by sharia.

From an Islamic legal perspective, the main focus is not on the medium, i.e. whether the transaction is conducted online or face-to-face, but rather on the substance of the contract that takes place within it. As long as marketplace transactions meet the requirements of fiqh muamalah, such as willingness (taraḍin), clarity of price and goods, and the absence of elements of usury, gharar, and maysir, then the law remains valid. Contemporary scholars such as Wahbah al-Zuhaili in Al-Fiqh al-Islami wa Adillatuhu emphasise that new forms of muamalah arising from technological advances are basically permissible as long as they do not conflict with maqasid al-syari'ah, namely justice, honesty, and benefit. (Nurjaman, 2021) However, digital marketplace practices are not immune to sharia challenges, especially regarding the validity of contracts and transparency of information. There are still many cases where product descriptions do not match the goods received, delivery delays, or the emergence of usury through interest-based credit payment systems (buy now pay later). This issue has sparked debate as to whether such

transactions can be categorised as sales that are valid under Sharia law or whether they fall under bai'al-gharar. Therefore, Sharia compliance in the marketplace system is important to ensure the principles of justice and honesty are upheld. (Altsaury, 2017)

Thus, the concept of the marketplace in the digital economy not only represents advances in trading technology, but also requires adjustments to the fiqh muamalah framework to remain relevant to the dynamics of the times. The marketplace can be seen as a modern implementation of the wakalah and salam contracts, where trust (amanah), clarity of contract (bayān), and justice ('adl) are the main foundations. In-depth research on the relationship between the marketplace system and the principles of contracts in Islam is important for developing a sharia marketplace model that can balance the efficiency of the digital economy with the integrity of Islamic law.

Contemporary Scholars' Views on Online Transactions and Marketplaces from the Perspective of Fiqh Muamalah

The development of information technology has given rise to various new forms of transactions that require Islamic law to adapt to contemporary realities. One of the most prominent phenomena is online transactions through digital marketplaces, such as Shopee, Tokopedia, and Lazada, which bring sellers and buyers together virtually. From the perspective of fiqh muamalah, contemporary scholars seek to understand this phenomenon by reviewing the basic principles of contracts in Islam, such as willingness (taraḍin), clarity (bayan), honesty (ṣidq), and fairness ('adl), to ensure that digital transactions remain in accordance with sharia values.

In general, contemporary scholars do not reject online transactions, as long as the pillars and conditions of a valid sale and purchase according to sharia are fulfilled. (Herwiyanti, 2018) This stems from the fiqh rule 'al-aṣlu fi al-mu'amalat al-ibāḥah ma lam yarid dalil 'ala taḥrimiha', which states that all forms of muamalah are permissible as long as there is no evidence to prohibit them. This means that the form and medium of transactions can evolve with the times, as long as the substance of the contract does not conflict with Islamic principles. (Ayu, 2022) In this case, digital marketplaces are viewed only as a means (intermediary) that facilitates agreements between sellers and buyers, not as the parties to the agreement themselves. Therefore, the aspect that is the focus of fiqh studies is not the medium of transaction, but the validity of the agreement and the behaviour of the parties involved in it.

In Indonesia, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) through Fatwa No. 110/DSN-MUI/IX/2017 emphasises that trading transactions through electronic systems (e-commerce) are permitted provided they do not contain prohibited elements, such as fraud (gharar), usury (riba), gambling (maysir), and fraud (tadlis). This fatwa emphasises the importance of the principles of transparency, honesty, and responsibility, both on the part of the seller and the platform operator. DSN-MUI emphasises that electronic contracts ("aqd al-ijra" al-iliktiruni) are legally valid under Islamic law if they meet the requirements of a contract, namely the existence of contracting parties, a lawful and clear object of the contract, and an agreement based on mutual consent. (Jannah, 2021) In addition, the Indonesian Ulema Council's National Sharia Board (DSN-MUI) has issued Fatwa Number 05 of 2000 concerning Salam Sales and Purchases as a legal guideline for Islamic financial institutions and the public in implementing salam sales and purchase contracts in accordance with the principles of fiqh muamalah. This fatwa is significant because it provides operational standards and Shariah restrictions on sales practices involving advance payments and future delivery of goods, especially in the context of productive financing such as agriculture, industry, and modern trade. (Pahra, 2022)

In the context of implementing salam contracts, modern scholars have also opened up opportunities for marketplaces to adopt digital salam models, particularly for pre-order or forward order systems, with the stipulation that payment must be made in advance, the specifications of the goods must be described in detail, the delivery time must be determined precisely, and the goods must not be commodities that must be available at the time of the contract. (Nasrullah, 2025) This indicates that classical contracts such as salam can be actualised

digitally, provided that the principles of clarity and fairness are upheld. Therefore, it can be concluded that contemporary scholars' views on online transactions and marketplaces show an inclusive, adaptive, and maqasid-based approach that does not reject technological developments but seeks to integrate fiqh muamalah values into modern digital systems. The basic principles upheld remain the same: clarity in contracts, honesty in transactions, fairness in policies, and protection for the weak. Thus, modern marketplaces are not only compatible with Islamic principles but can also serve as instruments for the actualisation of Islamic economics, bridging the needs of the digital world with the values of justice and blessings as taught in the Qur'an and Hadith.

Conclusion

This study concludes that salam contracts and transactions in digital marketplaces share similar principles in terms of clarity, fairness, and transparency. Salam contracts, as a form of sale and purchase with advance payment and delivery of goods at a later date, remain valid and relevant in the context of modern trade, provided that they meet the requirements. The principles stipulated in QS. Al-Baqarah [2]: 275 and 282 and the Hadith of the Prophet Muhammad SAW emphasise the importance of honesty and recording transactions to avoid disputes, which also form the basis of the electronic contract-based marketplace system. Modern marketplaces can be a means of implementing digital salam contracts, as long as the specifications of the goods, price, delivery time, and advance payment are explained transparently. DSN-MUI Fatwa No. 05/2000 on salam sales and Fatwa No. 110/2017 on electronic transactions confirm its permissibility as long as it complies with sharia principles and is free from elements of uncertainty and usury. Thus, the integration of salam contracts into the marketplace system is a form of adaptation of fiqh muamalah to technological developments that maintains the values of justice and blessings in transactions.

References

- Affero, Muhammad Izzam, and Imron Mustofa. "Dinamika Konsep Gharar Dalam Transaksi Keuangan Perspektif Ulama Fikih Klasik." *Ma'mal: Jurnal Laboratorium Syariah Dan Hukum* 5, no. 5 (2024): 477-97.
- Agustin, Riva, and Ahmad Suryono. "Analisis Yuridis Tanggung Jawab Facebook Marketplace Sebagai Media Transaksi Jual Beli." *Indonesian Journal of Law and Justice* 2, no. 4 (2025): 12-12.
- Altsaury, Roychan Abdul Aziz, Muhammad Syarif Hidayatullah, Jamal Lutfi, and Ali As'ad. "Analisis Fatwa MUI No. 24 Tahun 2017 Dalam Menjawab Tantangan Etika Dan Transparansi Transaksi Virtual: Studi Kasus Pada Platform E-Commerce Shopee Dan Tokopedia." *Jurnal Hukum Ekonomi Syariah: AICONOMIA* 3, no. 2 (2024): 79-91.
- Al-Zuhayli, Wahbah. *Al-Fiqh al-Islami Wa-Adillatuh*. Dar al-Fikr, 1997.
- Amir, Amir, Ahmad Afin, and Aisyatul Badriyah. "Relevansi Prinsip-Prinsip Ekonomi Dan Akuntansi Terhadap Qs. Al-Baqarah Ayat 282." *Iltizam: Jurnal Ekonomi Dan Keuangan Islam* 2, no. 1 (2024): 91-102.
- Asdar, Syawal Tawakkal, Dimas Adi Saputra, Ahmad Baehaki, and Muhammad Ridho Azka. "Analisis Ekonomi Islam Terhadap Praktik E-Commerce Dalam Perspektif Fiqih Muamalah." *Media Riset Bisnis Manajemen Akuntansi* 1, no. 1 (2025): 84-98.
- Ayu, Dena. "Analisis Kesesuaian Penggunaan Dana Non Halal Dan Pemanfaatannya Dengan Fatwa DSN-MUI No. 123 Tahun 2018: Studi Kasus Di BAZNAS Provinsi Jawa Barat." PhD Thesis, UIN Sunan Gunung Djati Bandung, 2022.
- Badriati, Anjar. "Implementasi As-Salam Di Toko Buku Di Kecamatan Tampan Pekanbaru Riau Menurut Perspektif Ekonomi Islam." PhD Thesis, Universitas Islam Negeri Sultan Syarif Kasim Riau, 2012. <http://repository.uin-suska.ac.id/9471/>.
- Baharuddin, Fahmi. *Kiai Haji Achmad Siddiq Jember Fakultas Syariah*. n.d. Accessed November 19, 2025. <http://digilib.uinkhas.ac.id/10863/1/SKRIPSI%20FAHMI%20WATERMARK.pdf>.

- Basyariah, Nuhbatul. "Larangan Jual Beli Gharar: Kajian Hadist Ekonomi Tematis Bisnis Di Era Digital." *Mukaddimah: Jurnal Studi Islam* 7, no. 1 (2022): 40–58.
- Djuitaningsih, Tita, and Dady Nurpadi. *Pembiayaan Salam Di Indonesia: Antara Ada Dan Tiada*. Universitas Bakrie, 2025. <https://repository.bakrie.ac.id/id/eprint/11780>.
- Erizal, Erizal. "Akad Jual Beli Salam Dalam Perspektif Islam." *Jurnal Al-Mizan* 12, no. 1 (2025): 1–16.
- Harahap, Anri Ramadhan. "Jual Beli As-Salam Pada Pelaku Distributor Dengan Al-Wafa Ditinjau Dari Fiqih Muamalah (Studi Di Kecamatan Kandis Kabupaten Siak)." PhD Thesis, UNIVERSITAS ISLAM NEGERI SULTAN SYARIF KASIM RIAU, 2021. <http://repository.uin-suska.ac.id/53597/>.
- Haryono, Eko, Siti Suprihatiningsih, Damar Septian, Joko Widodo, Ali Ashar, and Sariman Sariman. "New Paradigm Metode Penelitian Kepustakaan (Library Research) Di Perguruan Tinggi." *An-Nuur* 14, no. 1 (2024). <https://ejournal.iaiamc.ac.id/index.php/annuur/article/view/391>.
- HERLINAWATI, HERLINAWATI. "Pengaruh Brand Image, Brand Trust, Dan Harga Terhadap Minat Beli Konsumen (Studi Kasus Marketplace Indonesia Di Jawa Barat Pada Tahun 2023)." PhD Thesis, Nusa Putra University, 2024. <https://repository.nusaputra.ac.id/id/eprint/1142/>.
- Ikhsan, Muh, Nasrullah bin Sapa, and Abdul Syatar. "Ekonomi Digital Dan Hukum Ekonomi Syariah: E-Commerce, Aset Digital Dan Implikasi Hukumnya Menurut Hukum Islam." *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 3, no. 1 (2025). <https://ojs.daarulhuda.or.id/index.php/Socius/article/view/1968>.
- Jaih Mubarak & Hasanudin. *Fikih Mu'amalah Maliah Akad Jual Beli*. Simbiosis Rekatama Media, 2020.
- Jannah, Qonitatu. "Transaksi E-Commerce Pada Marketplace Tokopedia Dalam Perspektif Fatwa Dsn-Mui Nomor 110/Dsn-Mui/Ix/2017 Tentang Akad Jual Beli." *Skripsi, UIN KHAS Jember*, 2021. https://digilib.uinkhas.ac.id/23664/1/Qonitatu%20Jannah_S20172100.pdf.
- Japar, Rahayu, Yusri Karmila, and Rahman Ambo Masse. "Implementasi Akad Salam Dan Istishna'di Perbankan Syariah." *Jurnal Teknologi Pendidikan Madrasah* 7, no. 1 (2024): 123–41.
- Kahfi, Ashabul, Achmad Abubakar, and Rahmi Damis. "Dinamika Jual Beli Dan Potensi Riba Era Digital Perspektif Al-Qur'an." *Tasamuh: Jurnal Studi Islam* 17, no. 1 (2025): 126–43.
- Linda Novianti, *Green Constitution dalam Mendorong Green Economy sebagai Peebangunan Inklusif Berkelanjutan. Gunung Djati Conference Series*, (2024): 42
- LPMQ Update Aplikasi Quran Kemenag, *Ini Fitur Barunya*. n.d. Accessed April 2, 2022. <http://www.balitbangdiklat.kemenag.go.id/berita/lpmq-update-aplikasi-quran-kemenag-ini-fitur-barunya>.
- Lubaba, Abu, Paturrohman Paturrohman, and Fiqi Khorîâ. "Tinjauan Ekonomi Islam Terhadap Mekanisme Dropshipping Dalam Jual Beli Online Dengan Menggunakan Konsep Bai'atTM As-Salam: Studi Kasus Mahasiswa Iai Bunga Bangsa Cirebon Prodi Ekonomi Syariah Angkatan 2021." *Ecopreneur: Jurnal Ekonomi Dan Bisnis Islam* 2, no. 2 (2021): 186–200.
- Malik, Bahar Abdul. "Problematika Penggunaan Sigah Lafal Jual Beli Dalam Akad Salam (studi Komparatif Pandangan Asy-Syirbinii Al-Khatiib Dan Ibnu Qasim Al-Gazi)." Skripsi, UIN SUNAN KALIJAGA YOGYAKARTA, 2023. <https://digilib.uin-suka.ac.id/id/eprint/62100/>.
- Mega, Mega. "Sistem Jual Beli Grosir Di Pasar Sentral Lakessi Parepare (Analisis Ekonomi Islam)." PhD Thesis, IAIN Parepare, 2021. <https://repository.iainpare.ac.id/id/eprint/8108/>.
- Muhimah, Umul. "Akad As-Salam Dalam Jual Beli Online Ditinjau Dari Persepektif Ekonomi Islam." PhD Thesis, IAIN Metro, 2017. <http://repository.metrouniv.ac.id/id/eprint/1929/>.
- Mujiatun, Siti. "Jual Beli Dalam Perspektif Islam: Salam Dan Istisna'." *Jurnal Riset Akuntansi Dan Bisnis* 13, no. 2 (2014). <https://jurnal.umsu.ac.id/index.php/akuntan/article/view/149>.
- Mulawarman, Aji Dedi, Virginia Nur Rahmanti, Ahmad Yani, Andriani, and Muhammad Reyhanmulky. *Lembaga Keuangan Mikro Syariah Untuk Pembiayaan Pertanian*. PT. RajaGrafindo Persada - Rajawali Pers, 2025.

- Mulyawan, Andi Wawan, Achmad Abubakar, and Muhammad Irham. "Digitalisasi Dan Keadilan Transaksional Dalam Al-Qur'an: Telaah Tafsir Dan Implikasi Terhadap E-Commerce Syariah." *Jurnal Tana Mana* 6, no. 1 (2025): 321–30.
- Nasrullah, Muhammad Reza Safri, Nur Zaibi Amalia, and Ahmad Mu'is. "Konsep Akad Salam Pada Jual Beli Pre Order Online Shop Dalam Perspektif Hukum Islam." *Tasyri': Journal of Islamic Law* 4, no. 1 (2025): 417–34.
- Nasrullah, Muhammad Reza Safri, Nur Zaibi Amalia, and Ahmad Mu'is. "Konsep Akad Salam Pada Jual Beli Pre Order Online Shop Dalam Perspektif Hukum Islam." *Tasyri': Journal of Islamic Law* 4, no. 1 (2025): 417–34.
- Nugroho, Anton Priyo, Muhammad Luthfi, Alfiana Alfiana, Asri Ady Bakri, and Rita Zulbetti. "Analisis Akad Salam (PSAK Syariah 103) Pada Transaksi Jual Beli Online." *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah* 6, no. 3 (2024): 2997–3007.
- NURFATONAH, M. "Analisis Praktik Akad Ba'i as Salam Dalam Jual Beli Online (Studi Pada Forum Jual Beli Bengkulu)." PhD Thesis, UIN FATMAWATI SUKARNO BENGKULU, 2023. <http://repository.uinfasbengkulu.ac.id/2365/>.
- Nurjaman, Muhamad Izazi, Dena Ayu, Camelia Sofwan Al-Rasyid, and Doli Witro. "Jual Beli Online Dan Penentuan Hukum Yang Terjadi Di Dalamnya." *Al-Qanun: Jurnal Pemikiran Dan Pembaharuan Hukum Islam* 24, no. 2 (2021): 340–64.
- Pahra, Januara. "Akad Salam Menurut Fatwa DSN MUI Nomor 05/DSNMUI/IV/2000." *Al-Hiwalah: Journal Syariah Economic Law* 1, no. 1 (2022): 85–100.
- Pardiansyah, Elif. "Investasi Dalam Perspektif Ekonomi Islam: Pendekatan Teoritis Dan Empiris." *Economica: Jurnal Ekonomi Islam* 8, no. 2 (2017): 337–73.
- Pekerti, Retno Dyah, and Eliada Herwiyanti. "Transaksi Jual Beli Online Dalam Perspektif Syariah Madzhab Asy-Syafi'i." *Jurnal Ekonomi, Bisnis, Dan Akuntansi* 20, no. 2 (2018): 50.
- Pratama, Gama. "Analisis Transaksi Jual Beli Online Melalui Website Marketplace Shopee Menurut Konsep Bisnis Di Masa Pandemic Covid 19." *Ecopreneur: Jurnal Ekonomi Dan Bisnis Islam* 1, no. 2 (2020): 21–34.
- Putri, Nisrina Mariyana, and J. Juliana. *Analisis Jual Beli Dalam Perspektif Fiqih Mmuamalah Di Era Digital*. n.d. Accessed November 19, 2025. https://www.researchgate.net/profile/Nisrina-Mariyana-Putri/publication/394884116_Analisis_Jual_Beli_Dalam_Perspektif_Fiqih_Mmuamalah_Di_Era_Digital/links/68aaad6d7984e374aceaf103/Analisis-Jual-Beli-Dalam-Perspektif-Fiqih-Mmuamalah-Di-Era-Digital.pdf.
- Romadhan, Martiananda. "Analisis Penerapan Akad Salam Dalam Jual Beli Online Di Marketplace Bukalapak Berdasarkan Prinsip Ekonomi Islam." PhD Thesis, Universitas Islam Indonesia, 2022. <https://dspace.uui.ac.id/handle/123456789/53761>.
- Sandya, M. Argha Isdhihar Al Qutsam, and Muhammad Yazid. "Fikih Muamalah Dan Era Industri 5.0: Menata Transaksi Ekonomi Digital Berbasis Syariah: Fiqh Al-Muamalah and the Industry 5.0 Era: Structuring Digital Economic Transactions on a Shariah Basis." *TIJARAH: Jurnal Ekonomi, Manajemen, Dan Bisnis Syariah* 2, no. 3 (2025): 154–61.
- Saprida, Saprida. "Akad Salam Dalam Transaksi Jual Beli." *Mizan: Journal of Islamic Law* 4, no. 1 (2016): 121–30.
- Soleha, Siti Nur, Achmad Nursobah, and Anwar Ma'rufi. "Implementasi Akad Wakalah Bil Ujroh Dalam Transaksi Marketplace Pada Mahasiswa Santri An-Nawawi Berjan Purworejo." *AL-SULTHANIYAH* 14, no. 1 (2025): 85–102.
- Tanjung, Muhammad Juanri. *Praktik Sistem Dropshipping Pada Jual Beli Online Dalam Perspektif Ekonomi Islam (Studi Kasus Dropshipper Tokopedia Dan Shopee Mahasiswa UII)*. Universitas Islam Indonesia, 2021. <https://dspace.uui.ac.id/handle/123456789/35950>.
- Waluyo, Bambang, and Sylvia Rozza. "A Model for Minimizing Problems in Salam Financing at Islamic Banks in Indonesia." *International Review of Management and Marketing* 10, no. 2 (2020): 1–7.
- Witro, Doli, Muhamad Izazi Nurjaman, Dena Ayu, and Camelia Sofwan Al-Rasyid. "Kontestasi Marketplace Di Indonesia Pada Era Pandemi: Analisis Strategi Promosi Tokopedia,

- Shopee, Bukalapak, Lazada, Dan Blibli Dalam Pemulihan Ekonomi Nasional.” *OIKONOMIKA: Jurnal Kajian Ekonomi Dan Keuangan Syariah* 2, no. 2 (2021): 33–42.
- Zulbaidah, Yuniardi, H., Januri, Najmudin, N., & Cason, C. (2025). From traditional *‘urf* to digital *‘urf*: Accommodating the values of the young generation on husband–wife relations in the framework of *uṣūl al-fiqh*. *Al-Istinbath: Jurnal Hukum Islam*, 10(2), 784–808. <https://doi.org/10.29240/jhi.v10i2.14630>
- Zulbaidah, Amin, S., Rosele, M. I., & Utang. (2025). The practical application of harmonized *taklīfī* and *waḍ‘ī* laws in the Indonesian marriage law system. *Lex Localis – Journal of Local Self-Government*, 23(S6), 441–453. <https://doi.org/10.52152/b6tq4m06>
- Zulbaidah. (2024). Multicultural influence of the conceptual value of civilization on changes in Islamic law. *Pena Justisia*, 23(2).