

IMPLICATIONS OF THE RULES OF AL-MASYAQQAH TAJLIBU AT-TAISIR IN THE CONTRACT OF GREETINGS

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ABSTRACT

This research discusses buying and selling greetings in the context of online trading activities in Indonesia. Buying and selling greetings is a sale and purchase contract allowed in Islam, where the buyer orders goods with agreed criteria and pays in cash when the contract is executed. In buying and selling greetings, there is no element of deception or gharar (uncertainty) involved. This research uses a phenomenological approach with qualitative descriptive research methods of literature. The data used is obtained from books, journals, and texts related to buying and selling online in the marketplace. The article also discusses the contract of salam in a sharia perspective such as the rule of al-Masyaqqah Tajlibu At-Taisir, namely difficulties will encourage convenience, such as transactions using online applications, where salam is the sale and purchase of goods mentioned in nature in dependents with payments made right away. The greeting agreement may be deferred until a certain time and payment can be made in cash. In the greeting contract, there is a delivery of goods at a later date with the price, specifications, quantity, quality, date, and place of delivery that has been agreed before.

INTRODUCTION

Buying and selling greetings is a contract of buying and selling ordered goods between buyers and sellers (Mujiatun, 2014). Buying and selling greetings is a contract of buying and selling that is allowed. Greetings are sellers and buyers, there are goods and money, there are sighats. Company owners have a need for funds to advance their company, even company activities will experience obstacles due to the shortage of necessary staples (Saprida, 2018). So for this purpose Allah regulates how the terms of sale and purchase of greetings. The forms of buying and selling contracts that have been discussed by scholars in muamalah fiqh are numerous. One of them is buying and selling by way of greetings, which is a contract to order an item with agreed criteria and with cash payment when the contract is implemented (Arif et al, 2021). By using this contract both parties benefit without any element of deception or gharar (luck).

Order trading is an important role in all human activities for survival in life as a social being (Noviyanti, 2020). Trading by order is allowed in Islam. Order trading is trading where

goods are delivered at a future time but payment is made directly at the time of placing the order. Good and true buying and selling is honest buying and selling, honest in the sense that there is no element of fraud, fraud on the scales or other things (Salim, 2017). In the world of trade, there are various types of trade, such as direct trading carried out by sellers and buyers in stores and traditional markets, online trading, trading in order and so on.

METHODS

This research is a qualitative descriptive research of the literature, using a phenomenological approach. Data collection using data reduction is then inferred using narrative. The presented data are obtained directly from books, journals, texts related to the problem to be studied. The object of this study is an object that is used as a conclusion related to buying and selling online in the market place. The object of research is the dropship.

RESULTS AND DISCUSSION

Akad Greetings

In sharia terms, the contract of greeting is defined by fuqaha in general: The sale and purchase of goods mentioned in the nature of dependents in exchange for payment) that is carried out on the spot (Ulhaq, 2021). The residents of Hejaz express the contract of ordering goods in terms of greetings, while the residents of Iraq call it Salaf (Muhimah, 2017). Salam is the buying and selling of something with certain characteristics that will be handed over at a certain time (Zurohman & Rahayu, 2019). For example, Muslims buy certain commodities with certain characteristics, for example: furniture, cars, restaurants, animals, etc., which he will receive at a certain time. He paid the price and waited for the agreed time to receive the commodity. When the time has come, the seller hands over the commodity to him.

Buying and selling greetings is an object that is mentioned in its nature in dependents or gives money in advance in cash, the goods are handed over later for a specified time. According to Shafi'iyyah scholars, the contract of greeting can be suspended until a certain time and can also be handed over in cash (Gaussian & Mirawati, 2022). In more detail, greetings are defined by the form of buying and selling with advance payment and delivery of goods at a later date (advanced payment or forward buying or future sale) with a clear price, specifications, quantity, alias, date and place of delivery, and agreed in advance in the agreement.

The sharia basis for *bai' as-Salam* transactions is found in the Qur'an and Hadith as follows:

ذٰلِ وَلَا يَأْبَ كَاتِبٌ بِالْعِبَارَةِ الَّتِي آمَنُوا إِذَا تَدَانَيْتُمْ بَدَيْنَ إِلَىٰ آجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ مِنْهُ شَيْئًا لِّحَقِّ وَلِيَّتِي اللَّهُ رَبَّهُ وَلَا يَبْخَسْ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ بِالْعَدْلِ فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلِئَ هُوَ فَلْيُمْلِلْ وَلِيًّا لَهُ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَأَمْرَاتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَوْ اسْتَشْهَدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ أَوْ أَنْ تَكْتُبُوهُ صَغِيرَتَضَلَّ أَحَدُهُمَا فَتَذَكَّرْ أَحَدُهُمَا الْأُخْرَىٰ وَلَا يَأْبَ الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمُوا رَهًا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً إِلَىٰ آجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا هَيْدًا وَإِنْ إِذَا تَبَايَعْتُمْ وَلَا بَصَارَ كَاتِبٌ وَلَا شَيْءٌ يُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهَدُوا تَفْعَلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيَعْلَمَ اللَّهُ كُلَّ شَيْءٍ عَلِيمًا

It means: "O believers! If you make a debt receivable for a specified time, you should write it down. And let one writer among you write it right. Let not the writer refuse to write it as God has taught him, so let him write. And let the debtor dictate, and let him fear Allah his Lord, and let him not detract one bit from it. If the debtor is a person who is less resourceful or weak (in his circumstances), or unable to dictate himself, then his guardian should dictate it properly. And witness with two male witnesses among you. If there are not two men, then one man and two women among your crush from the witnesses, so that if one forgets, the other reminds him. And let not those witnesses refuse when called. And do not tire of writing it, for the time limit both small and large. Such a thing, the fairer in the sight of God, the more able to strengthen the testimony, and the closer you are to doubt, unless it is a cash trade that you enter into among you, then there is no sin for you if you do not write it down. And take

witnesses when you trade, and let not writers be made difficult and neither do witnesses. If you do, then really, it is ungodly to you. And be fearful of Allah, Allah teaches you, and Allah knows all things." (Qs. Al-Baqarah 282)

As in a hadith that reads as follows, the Companions of Ibn Abbas (*may Allah be pleased with him*) said:

أشهد أن السلف المضمون إلى أجل مسمى قد أحله الله في الكتاب وأذن فيه،
قال الله عز وجل يا أيها الذين آمنوا إذا تداينتم بدين إلى أجل مسمى فاكتبوه
الآية. رواه المشافعي والطيبري عبد الرزاق وابن أبي شيبة والحاكم والبيهقي
في صحيحه الألبان

"I testify that the guaranteed sale of As Salaf up to the specified time has been lawful and permitted by Allah in the Qur'an, Allah the Exalted said (meaning): "O believers, if you do not give money in cash, for the appointed time, you should write it down." (Narrated As Shafi'i, At Thobary, Abdurrazzaq, Ibn Abi Shaybah, Al Hakim and Al Baihaqy, and narrated by Shaykh Al-Albany).

Modern greetings

The development of Online Shopping in Indonesia is in line with the increasing popularity of Online Shopping in the world today. The second factor that causes this, because the easier and cheaper the internet connection in Indonesia, the third is the more education and training to create an online store at very affordable prices. The development of online shopping or online shopping as well as selling.com, blibli.com, tokobagus.com, shopee, Lazada, Tokopedia, are now increasingly crowded with various types of products ranging from fashion, food, household needs, to gadgets etc. Currently, it is estimated that the number of online stores in Indonesia has numbered in the hundreds. Some online stores have web data that is always updated and has clear contact information (Hidayat et al. 2022).

Today's technological advances are increasingly facilitating human life, especially in terms of buying and selling. However, that does not mean this method is without problems and obstacles. One of the things that must be realized is that before the transaction occurs, it is better for buyers to be careful in choosing the quality of their products and companies, because in modern times today, the more sophisticated the method used, the greater the opportunity for crime that arises. Buying and selling using the internet is widely used by entrepreneurs and manufacturers such as Dropship, buying and selling samples, buying and selling catalogs, gofood, jastip, pree-order, buying and selling tickets.

APPLICATION OF THE RULES OF *AL-MASYAQQAH TAJLIBU AT-TAISIR* IN BUYING AND SELLING ONLINE

Masyaqqah :

Lafadz *masyaqqah* means difficult, heavy. In Arabic *Shaqqa alayhi al-shay'* means something that has incriminated a person. In terms of al-shatibi gives four meanings: 1) *Masyaqqah* in general which includes things that believers are capable of doing or not, because when a human being tries to fly he is considered to be doing *masyaqqah* in this first sense. 2) *Masyaqqah* interpreted as an action that humans are actually capable of doing, it's just that it will cause people who do it to be in very heavy trouble. 3) *Masyaqqah* in the sense of difficulties that do not go out of common fashion. 4) *Masyaqqah* which is interpreted as fighting lust (Zahroh, 2021). Based on al-Suyuthi's analysis, the characteristics of *masyaqqah* (difficulty) are generally divided into two main parts, including; *Masyaqqah* that does not abort *kewajian* (worship), *Masyaqqah* that can abort obligations.

The understanding referred to in this paper is the knowledge, perception, attitude and appreciation of the community about the meaning of the method of *Usul Fiqhi al-Masyaqqah al-Tajlibu al-Taisyir* as one of the methods that can be used by mujtahid in establishing a law due to emergency conditions or forced circumstances. This research also looks at how the ease of transaction process of online buying and selling platforms must be well designed to ensure

that the transaction process can be done easily by users. User-friendly interfaces, clear instructions, and secure payment systems are examples of efforts to facilitate transactions.

Many aspects underlie the application of ease in *mu'amalah* including vagueness (*gharar*). In every *mu'amalah gharar* is strictly prohibited because it will lead the perpetrator to the transaction using wrong and vanity methods. So the relationship with the relief found in *mu'amalah* is divided into two levels: 1) *gharar* which is not difficult to avoid and therefore should not be done. 2) *Gharar* which is difficult to avoid and therefore compelled to do. Of these two types of *gharar* are divided into two, namely: 1) *The masyaqqah* is large but not difficult to avoid. 2) Transactions that do not contain major risks but if carried out will cause declared the *ijab* knew his *qabul* or not. Unless, the party offering the *ijab* withdraws its offer *problems*. An example of buying goods is only by looking at the sample where the sample is considered to represent the quality of other similar items.

Based on the Fatwa of the National Sharia Council No: 05 / DSN-MUI / IV / 2000 concerning the sale and purchase of greetings stipulated in Jakarta, 29 Dzulhijjah 1420 H / April 4, 2000 A.D. About payment terms, provisions on goods, provisions on greetings, on delivery of goods before or on time, about the cancellation of contracts, about disputes in greeting transactions on online buying and selling (Akbar & Sucipto, 2018). There is a narration from the Prophet (peace be upon him) that hints at this. From Anas (r): "*Before he died, the Prophet (peace be upon him) wrote letters to Kisra, the emperor, najasy and to every dictator, to invite them to worship Allah,*" (Saheeh at-tirmidhi).

From the above hadith it is clear that the appeal to Allah from a distance is the same as one's appeal to one who is in the same place. Thus, the meeting between the will of the seller and the buyer to carry out the sale and purchase remotely, is as legal as the meeting between the will of the seller and the buyer in the same place. The agreement in this e-commerce transaction binds the seller and the buyer, once it comes out and the *qabul* is declared, whether the person who made the offer or before the contract is binding. Therefore, the place of contract is the place of the person who declared the *qabul* earlier.

As related to the concept of buying and selling online. That in buying and selling online provides a general description of the specifications of the goods to be sold, so that the contract that can be used is a greeting contract. From this understanding, buying and selling online is more appropriate to use a greeting contract. Because the buying and selling process is carried out by ordering accompanied by the criteria of the goods themselves. Even many online buying and selling payments are made by transfer. What exists is that the buyer just accepts that the selling price of the goods is as stated on the website page. *Akad salam* is included in one of the families of contracts that can generate profits and these benefits are definitely This is different from the contract of *murabahah*.

The *muamalah* jurisprudence view of online transactions is appropriate, because the seller provides detailed data related to the object of the goods being traded, and the buyer has the special rights given by the seller. Where the greeting contract must be known in detail the goods to be traded, the agreed goods are then sent to the buyer in the future, this is in accordance with the fatwa DSN-MUI No. 5/IV of 2000 concerning greetings. However, when the buyer does not have *khiyar* rights, the contract is broken. When viewed from the concept of buying and selling online, then buying and selling online is broadly included in the third category of buying and selling, namely buying and selling something that does not exist and cannot be seen by both parties. Because in terms of goods, online buying and selling cannot show buyers in reality, it can only be seen through pictures and data. Apart from not being able to be seen directly, the item does not exist. How to make payment transactions in online sales is also very easy for consumers, namely by processing payments via bank transfer or through mobile banking. After that, sending proof of order or through the application has been automatically confirmed by the marketplace. Then the consumer just waits until the product arrives.

The author quotes from the Fatwa of the National Sharia Council of the Indonesian Ulema Council No.05/DSN-MUI/IV/2000, concerning the SALE AND PURCHASE OF GREETINGS. Decide: **a.** Payment Terms: 1) Payment instruments must be known in amount and form,

whether in the form of money, goods, or benefits. 2) Payment must be made at the time the contract is concluded. 3) Payment should not be in the form of debt relief. **b.** Provisions About Goods: 1) Must be clear in characteristics and can be recognized as debt. 2) Must be able to explain the specification. 3) The submission is carried out later. 4) The time and place of delivery of the goods shall be established based on the agreement. 5) The buyer may not sell the goods before receiving them. 6) No exchange of goods, except with similar goods as agreed. **c.** Provisions on Parallel Salutations: It is permissible to perform parallel greetings on the condition that the two contracts must be separate, and not related to the first contract. **d.** Delivery of goods before or on time: 1) The seller must deliver the goods on time with the agreed quality and quantity. 2) If the seller delivers a higher quality item, the seller may not ask for an additional price. 3) If the seller delivers goods of lower quality, and the buyer willingly accepts them, then he should not demand a price reduction (discount). 4) The seller can deliver the goods faster than the agreed time on the condition of the quality and quantity of the goods in accordance with the agreement, and he must not demand additional prices. 5) If all or part of the goods are not in stock at the time of delivery, or are of lower quality and the buyer is not willing to accept them, then he has two options: a) Cancel the contract and ask for the money back, b) Wait for the goods to become available. **e.** Contract Cancellation: Basically, the cancellation of greetings can be done, as long as it does not harm both parties. **f.** Dispute: If there is a dispute between the two parties, the matter is resolved through the Sharia Arbitration Board after no agreement is reached through deliberation.

In principle, the concept of greetings is intended for buying and selling transactions of goods that have not been produced. In other words, greetings are orders for goods whose specifications have been agreed and the price is paid in cash in *advance (advance payment)*, while the delivery of ordered goods is carried out later. In other words, buying and selling online has a contract of *ba'i as-salam* in which there are *Muslims* (buyers), *muslam ilaih* (sellers), *muslam fihi* (*objects of goods*) and also *sighat (ijab and qobul) in it*.

CONCLUSION

So it can be concluded that the contract of greetings in buying and selling online there are sellers and buyers, objects of goods and *ijab and qobul*. The transactions used are allowed by sharia and are based on al-Masyaqqah Tajlibu at-Taisir rules because it has become a common need in society. Akad salam in buying and selling online, has fulfilled the pillars and legal requirements applicable in fiqh law, and in accordance with the fatwa of DSN MUI in 2000. Looking at the process of greeting contracts in buying and selling online, this is an allowed form. In the conclusion of the article, it is mentioned that buying and selling modern greetings can be done through online stores or marketplaces. This allows online dropshippers or cutomers to buy and sell greetings in a more efficient and practical way in the era of online commerce.

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