Analysis of Akad Salam (Pre-Order) in Online Buying and Selling Hanbali Mazhab Perspective (Case Study on Tokopedia Marketplace)

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Abstrak: The Hanbali Mazhab or Al-Hanabilah is a school of fiqh in Islam proposed and developed by Imam Ahmad bin Hanbal, a mujtahid and scholar of fiqh and hadith who came from Bahdad. The development and potential of online buying and selling in Indonesia is very large, with a Muslim population of 207 million people or 87.2%. The most users of the marketplace are Muslim people who must comply with the rules of buying and selling in Islam, not only the halalness of the product but also transaction activities that must not conflict with Islamic sharia. In online buying and selling transactions in the marketplace, there are several types of contracts used, one of which is the Salam contract in pre-order buying and selling. The purpose of this study is to analyze the use of Salam (pre-order) contracts in online buying and selling transactions in the marketplace based on the Hanbali school of thought. This research uses a qualitative method, namely library research (literature study) with secondary data and primary data based on direct observation in the tokopedia marketplace. The results of this study indicate that the application of the Salam (pre-order) contract in online buying and selling in the Tokopedia marketplace has fulfilled the pillars of the Salam contract so that the transaction remains valid but in the application of the conditions there are still discrepancies.

Kata Kunci: Akad Salam, Online Buying and Selling, Marketplace, Hanbali Mazhab
INTRODUCTION

Humans carry out economic activities to seek sustenance and meet their needs, one of which is through buying and selling transactions. According to the scholars of the hanbali or hanabilah school of thought, murabahah is buying and selling at the seller’s cost or acquisition price plus a profit of one dirham for every ten dinars, or the like, provided that both parties to the transaction know the cost (Farid, 2013). In Islam, buying and selling is an important activity that has been legalized by Allah Subhanahu Wa Ta’ala in His word:

Meaning: ....But Allah has permitted trade and has forbidden interest...... (QS. Al-Baqarah, 275)

Along with the times and technology, humans began to carry out buying and selling activities online, one of the means of buying and selling online is a marketplace, which is an application that brings together sellers and buyers on the internet as a third party who also provides payment services (Ibnu, 2020). E-commerce users in Indonesia in 2022 will reach 43.9 million with an average user spending of five million rupiah (Annisa, 2021). The largest marketplace in Indonesia today is Tokopedia which is the most visited, in the third quarter of 2021 it reached 158.1 million visits which have reached 99% of cities in Indonesia with more than 550 million products registered on the platform (Aeni, 2022).

The development and potential of online buying and selling in Indonesia is very large, with a Muslim population of 207 million people or 87.2% (Indonesia.go.id, 2022). The most users of the marketplace are Muslim people who must comply with the rules of buying and selling in Islam, not only the halalness of the product but also transaction activities that must not conflict with Islamic sharia. Online buying and selling transactions in Indonesia have been allowed by the Indonesian Ulema Council (MUI) in fatwa No. 146 of 2021 concerning onlineshop as long as they are in accordance with sharia provisions and restrictions (Fikri, 2022). In online buying and selling transactions in the marketplace, there are several types of contracts used, one of which is the salam contract in pre-order buying and selling. According to Hanbali scholars, the salam contract is a contract agreed upon by specifying certain characteristics by paying the price first, while the goods are delivered (to the buyer) later (Darmawansyah & Polindi, 2020). Meanwhile, MUI defines salam sale and purchase as the sale and purchase of goods by ordering and paying the price in advance with certain conditions (DSN MUI, 2022). Like the hadith of Rasulullah Salallahu Alaihi Wa salam (SAW) regarding the sale and purchase of salam:

Meaning: "Whoever does salaf (salam), he should do it with clear measurements and clear scales, for a known period of time" (HR. Bukhari, Sahih al-Bukhari).

In addition to fulfilling the conditions of the salam contract, pre-order online buying and selling transactions must also be free from elements prohibited by Islamic sharia, namely maisir/gambling, gharar/uncertainty, and usury (Ibrahim, et.al, 2021). However, in practice there are still many inappropriate actions such as fraud and cheating in buying and selling in the marketplace. The Ministry of Trade noted that there were 5,103 consumer complaints related to fraud that entered during the January-June 2021 period, including consumers who
reported products that were not received after making payments, goods that did not arrive as ordered, and refunds that were not made by the seller (Rosana, 2021). From the results of Interpol's investigation in the ASEAN Cyberthreat Assessment 2021, online fraud is the second largest category of cases in Indonesia reported by Bareskrim Polri, with 21% of reported online shopping fraud cases occurring in e-commerce (Wirawan, 2021).

Based on this description, the researcher will analyze the application of the salam (pre-order) contract in online buying and selling in the marketplace based on the perspective of the Hanbali school of thought, the Hanbali School is a school of fiqh founded by Imam Ahmad bin Hanbal and his followers who are known for their Ijtihad method which is thick with Hadith Expert Ijtihad. This is because the importance of Muslims knowing the halalness of every transaction made in their lives in order to comply with the Al-Quran and hadith and avoid sin.

**LITERATURE REVIEW**

In lughawi/language, buying and selling (al-bai’u) is the transfer of ownership of goods by exchanging contracts. Selling and buying which consists of two like words, namely the first selling and the second buying. The word selling indicates that there is work selling, while buying is the work of buying (Zulhamdi & Ismail, 2020).

Then salam in terms of language means the same as salaf. It is said aslama ats-tsauba lil-khiyath, meaning that the clothes are handed over to be sewn. It is called salam because the person who makes the order gives his property in the assembly. It is said salam because he first gives his money before receiving the goods he ordered/bought (Zulhamdi & Ismail, 2020).

The salam or order contract is closely related to the sale and purchase contract. In fact, according to Imam 'Alauddin Al Kasani, "salam is buying and selling". In the discussion of the kinds of buying and selling, in terms of the relationship with the object, buying and selling is divided into four parts, namely, mutlaq buying and selling, muqayadhah buying and selling, sharf buying and selling, and salam buying and selling. Thus, salam is one part of the form of buying and selling. Therefore, the discussion is still close to the sale and purchase contract, and is placed after khiyar which is also still related to the sale and purchase contract (Akbar & Sucipto, 2020).

Research conducted by Trisna Taufik Darmawansyah in 2020 on the application of the salam contract in the online buying and selling system in the Lazada marketplace states that the system in Lazada is not suitable and has not fulfilled the rules set by Shara, one of which is that it contains elements of gharar (Darmawansyah & Polindi, 2020). Meanwhile, research conducted by Aly Akbar and Moch. Cahyo revealed that the salam contract scheme in the shopee marketplace has fulfilled the pillars and conditions and is in accordance with the 2000 MUI DSN fatwa regarding salam contracts, Ari Kurnia also revealed the same results in his research on the application of salam contract sales and purchases in Shopee services (Akbar & Sucipto, 2018; Rahayu, 2020). Meanwhile, research conducted by Dani El Qori also revealed that the salam contract in online buying and selling in e-commerce has fulfilled the pillars and conditions from the perspective of the Shafi’i Mazhab (El Qori, 2020).

**METHOD**

The research method used is a qualitative descriptive approach.
According to Denzin and Lincoln, descriptive research is research that tries to describe a symptom, event, incident that is happening now (Akbar & Sucipto, 2018). This approach allows researchers to get more accurate data to understand the application of the salam contract in online buying and selling in the marketplace. Meanwhile, the data collected based on library research (literature study) is in the form of collecting an in-depth information data. The information is obtained from various literatures, books and other references. Thus, the results of previous research are relevant, to get answers and a theoretical basis for the problem under study (Yuliawati, 2020). Apart from secondary data, the information obtained also uses primary data from direct observation of the Tokopedia marketplace.

RESULTS AND DISCUSSION

Akad Salam (Pre-Order) in online buying and selling Perspective of Hanbali Mazhab

The Hanbali Mazhab or Al-Hanabilah is a school of jurisprudence in Islam that was proposed and developed by Imam Ahmad bin Hanbal, a mujtahid and scholar of jurisprudence and hadith who came from Bahdad, whose school is currently widely developed in the Arabian peninsula and has become the official school in Saudi Arabia. The style of fiqh taught by Imam Hambali adheres to the sunnah and hadith of the prophet SAW, he wrote the book Al-Musnad containing a collection of hadith that became a reference in his fatwa. Many of Imam Hambali’s students recorded his opinions including Imam Abu Dawud, Imam Al-Khallal, Ibn Qudamah and other imams. Al-Mughni is one of the greatest works among Hanbali scholars authored by Imam Ibn Qudamah (Wikipedia, 2021).

Online buying and selling transactions in Indonesia have been allowed by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) as an institution that accommodates Indonesian scholars who formulate contemporary fiqh fatwas, DSN-MUI issued fatwa No. 146 of 2021 concerning Online Shop Based on Sharia Principles. This fatwa was issued by DSN-MUI because the provisions and limitations of sharia-based online buying and selling are considered to have no guidelines (Fikri, 2022). DSN MUI has indeed issued a fatwa on salam contracts but in a general sense, especially in the application of salam contracts in Islamic banking, but until this research was made there was no more fatwa regarding the application of salam contracts in online buying and selling, especially in marketplaces in Indonesia.

In this research, the author will discuss the salam (pre-order) contract with the combined perspective of the Hanbali school of thought, while Hanbali scholars define the salam contract as a contract agreed upon by specifying certain characteristics by paying the price first, while the goods are delivered to the buyer at a later date (Darmawansyah & Polindi, 2020). In the hadith, the salam contract is mostly referred to by the word salaf, but in the fiqh book the word salam is more often used. Salam in language (سلا) is al-i’thâa (لاع) and at-taslîf (التسليف) both of which mean giving (Sarwat, 2018). While the legal basis of the salam contract is (DSN MUI, 2022):

a. Al-Quran

QS. Al-Baqarah: 282

ثَيَبَّ أَنْ تَنْعِمُوا أَيَّامَنَّا أَيْ آَمَنتُمُ بِذَٰلِكَ بَدِينٌ إِلَىٰ أَجْلٖ هُّسَوْٗاٗ فَّاَكۡتُبُيٍُ… ». ٢٨٢

Meaning: " O you who have believed, when you contract a debt for a specified term, write it down... ".

QS. Al-Maidah: 1

ثَيَبَّ أَنْ تَنْعِمُوا أَيَّامَنَّا أَيْ آَمَنتُمُ بِذَٰلِكَ بَدِينٌ إِلَىٰ أَجْلٖ هُّسَوْٗاٗ فَّاَكۡتُبُيٍُ... ». ١١

Meaning: “O you who have believed, fulfill [all] contracts....".

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b. Hadist

عَنْ أُبِيِّ سَعِيدٍ الْخُذْشِيْ رَضَى الله عَنْهُ رَضَى الله عَنْ الْخُذْشِيْ رَضَى الله عَنْهُ قَالَ: إِنَّمَا الْبُيْنُ عَنْ تَرَاضٍ

Meaning: Abu Sa’id al-Khudri reported that the Messenger of Allah (SAW) said, “Indeed, buying and selling must be done consensually.” (HR. al-Baihaqi and Ibn Majah, and judged shahih by Ibn Hibban).

3. Money and goods. Money is often referred to as ra’sul maal (رأس مال), while goods are called musallam fihi (فهيمسلم). In a salam contract, there must be assets exchanged, namely money as a measuring tool and goods as objects that are traded and halal (Sarwat, 2018). Hanbali Mazhab scholars also argue that all direct and indirect costs can be charged to the selling price as long as these costs must be paid to third parties and will increase the value of the goods sold (Darmawansyah & Polindi, 2020). Salam contracts have special criteria compared to other types of sale and purchase contracts, including (Darmawansyah & Polindi, 2020; Farid, 2013; Sarwat, 2018; DSN MUI, 2022):

a. Payment is made in full upfront or in cash at the place of the contract.

b. The means of payment must be known in amount and form, whether in the form of money, goods or benefits.

c. Handover of goods is delayed until an agreed time, in the Hanbali school of thought it is not allowed to hand over goods immediately or there must be a delay even if it is a few days.

d. The type and quantity must be clear, something that can be weighed, measured or calculated. The goods ordered must be clear in quality and specifications such as type, color, size and others.

c. Ijma

According to Ibnul Munzir, the scholars are unanimously agreed on the permissibility of buying and selling by way of salam. In addition, this method is also needed by the community (Wahbah, 4/598).

d. Fiqh Rules

الأَصْلُ فِى الْوُعَاهَلاَتِ اْلإِبَاحَةُ إِلاَّ أَيْ ٌَذُلَّ دَلٍِْلٌ عَلَى تَحْشٌِْوِهَا

Meaning: "Basically, all forms of muamalah are permissible unless there is evidence that prohibits them.”

e. Fatwa DSN MUI

The pillars and conditions of the sale and purchase of salam contracts are (Sarwat, 2018):

1. Shighat. Shighat is ijab, which is the submission of the seller and qabul, which is the answer from the buyer. Imam Hanbali stated that the form of ijab uses the terms "salaf or salam": The buyer says, "I pay this price to buy goods from you with a salam contract" and the seller replies "I accept". With such ijab qabul, the pillars of salam have been fulfilled (Ghufron, 2021).

2. Both partie. Namely the seller (musallim) and the buyer (Musallam alaihi) who do the salam contract, without the existence of both the pillars are not fulfilled. The conditions are Baligh and rational and the person who makes the contract is a different person and is the original owner of the money and goods or a valid and legally enforceable appointment (Lubis, 2022).
e. It is clear the time and place of delivery of the goods based on the agreement at the time of the contract.
f. The buyer may not sell the goods before receiving them.
g. The buyer may not exchange the goods except for similar goods according to the agreement.
h. There must be no price rigging.
i. The seller must deliver the goods on time with the agreed quality and quantity.
j. If the completion is faster and the quality is better than the agreement the seller may not ask for extra.
k. If the quality is below or not as agreed and the buyer is willing to accept it, the buyer may not ask for a discount.
l. If all or part of the goods are not available at the time of delivery, or the quality is inferior and the buyer is not willing to accept it, then he has two options: cancel the contract and ask for his money back and wait until the goods are available.
m. Cancellation of the contract is permissible if it is not detrimental to both parties.

Application of Akad Salam (Pre-Order) on Tokopedia Marketplace

Tokopedia is one of the online buying and selling sites marketplace originating from Indonesia, founded by PT Tokopedia, a technology company established in 2009 by William Tanuwijaya and Leontius Alpha Edison, currently PT Tokopedia has become one of the unicorn companies and has expanded to Southeast Asia. Tokopedia is also the largest marketplace in Indonesia today and the most visited by consumers. Tokopedia also cooperates with Micro, Small and Medium Enterprises (MSMEs) and individuals to develop their businesses online (Wikipedia, 2022). The number of visits reached 158.1 million which has reached 99% of cities in Indonesia with more than 550 million products registered on the platform (Aeni, 2022). Tokopedia can be accessed through applications on mobile phones and through the website www.tokopedia.com. There are 9.9 million sellers who have joined Tokopedia as of December 2020, while buyers and users have reached 100 million accounts in various regions in Indonesia (Sandy, 2021).

Based on data obtained from the Tokopedia website, the product categories that are traded are:

- Clothing and accessories
- Electronics
- Home and living
- Health and beauty
- Food and beverages
- Sports and outdoor
- Travel and tourism
- Cars and motorcycles
- Pet supplies
- Books and magazines
- Office supplies
- Toys and games
- Flowers and plants
- Pets and animals
- Jewelry and watches
- Home appliances
- Furniture
- Bicycles and scooters
- Patio and garden
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- Toys and games
- Flowers and plants
- Pets and animals
- Jewelry and watches
- Home appliances
Table 1.

Tokopedia product categories

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1.</td>
<td>Books</td>
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<td>2.</td>
<td>Kitchen</td>
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<td>3.</td>
<td>Electronics</td>
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<td>4.</td>
<td>Kids fashion</td>
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<td>5.</td>
<td>Muslim fashion</td>
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<td>6.</td>
<td>Men's fashion</td>
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<td>7.</td>
<td>Women's fashion</td>
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<tr>
<td>8.</td>
<td>Movies and music</td>
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<td>9.</td>
<td>Gaming</td>
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<td>10.</td>
<td>Mobile phones and tablets</td>
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<td>11.</td>
<td>Mothers and babies</td>
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<td>12.</td>
<td>Camera</td>
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<td>13.</td>
<td>Beauty</td>
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<td>14.</td>
<td>Health</td>
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<td>15.</td>
<td>Computers and accessories</td>
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<td>16.</td>
<td>Laptop and accessories</td>
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<td>17.</td>
<td>Toys and hobbies</td>
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<td>18.</td>
<td>Food and beverages</td>
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<td>19.</td>
<td>Office and stationery</td>
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<td>20.</td>
<td>Party supplies &amp; craft</td>
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<td>21.</td>
<td>Sports</td>
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<td>22.</td>
<td>Automotive</td>
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<td>23.</td>
<td>Animal care</td>
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<td>24.</td>
<td>Body care</td>
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<td>25.</td>
<td>Carpentry</td>
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<td>26.</td>
<td>Household</td>
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<td>27.</td>
<td>Precious metals</td>
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<td>28.</td>
<td>Wedding</td>
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<tr>
<td>29.</td>
<td>Other products</td>
</tr>
</tbody>
</table>

Based on the table above, it is known that there are a lot of products traded on Tokopedia starting from books, kitchen utensils, electronics, various kinds of fashion and other products. The payment methods that can be done on Tokopedia are:

Table 2.

Tokopedia payment method

<p>| | |</p>
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<tbody>
<tr>
<td>1.</td>
<td>Gopay</td>
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<td>2.</td>
<td>Tokopedia balance</td>
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<td>3.</td>
<td>Gopaylater</td>
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<td>4.</td>
<td>OVO</td>
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<td>5.</td>
<td>Virtual account</td>
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<td>6.</td>
<td>Bank transfer</td>
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<td>7.</td>
<td>BRI Ceria</td>
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<td>8.</td>
<td>BCA klikpay</td>
</tr>
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<td>9.</td>
<td>Mandiri clickpay</td>
</tr>
<tr>
<td>10.</td>
<td>Linkaja</td>
</tr>
<tr>
<td>11.</td>
<td>BRImo</td>
</tr>
<tr>
<td>12.</td>
<td>Genius pay</td>
</tr>
<tr>
<td>13.</td>
<td>Installment/credit card</td>
</tr>
<tr>
<td>14.</td>
<td>outlets</td>
</tr>
<tr>
<td>15.</td>
<td>Jaone mobile</td>
</tr>
<tr>
<td>16.</td>
<td>Installment without credit card</td>
</tr>
<tr>
<td>17.</td>
<td>Kredivo</td>
</tr>
<tr>
<td>18.</td>
<td>Indodana</td>
</tr>
<tr>
<td>19.</td>
<td>Home credit</td>
</tr>
<tr>
<td>20.</td>
<td>COD (cash on delivery)</td>
</tr>
</tbody>
</table>

Referring to the table above, there are many payment methods in Tokopedia, starting from Go-pay, tokopedia balance, OVO, via bank and other methods. The mechanism of the salam (pre-order) contract in online buying and selling on Tokopedia:

a. Users, both buyers and sellers, create and activate accounts on Tokopedia.

1. Registration can be done via google account, facebook, email, and cellphone number on the Tokopedia application or website

b. The seller creates and activates an account on Tokopedia.

2. After registering, you must activate your account via the OTP code sent

3. After the account is active, the user can log in at Tokopedia
c. The seller and buyer conduct a *salam* (pre-order) contract transaction on Tokopedia.

1. Buyer searches for the desired product.
2. The buyer makes a checkout/purchase at a store or seller that provides pre-order products with the time conditions and product specifications mentioned in the description column, by clicking the pre-order button on the Tokopedia application.
3. The buyer fills in the purchase form data in the Tokopedia application such as the shipping service to be used along with the fees to be paid and the address of the order recipient.
4. Buyers make payments using the available payment methods. As can be seen in the following table:

<table>
<thead>
<tr>
<th>Payment methods on Tokopedia</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pembayaran</strong></td>
</tr>
<tr>
<td><em>Bisa bayar pakai GoPay</em></td>
</tr>
<tr>
<td><em>Akhirnya</em></td>
</tr>
<tr>
<td><em>Melalui pembayaran</em></td>
</tr>
<tr>
<td><em>Sama</em></td>
</tr>
<tr>
<td><em>BCA Virtual Account</em></td>
</tr>
<tr>
<td><em>Promo Pembayaran</em></td>
</tr>
<tr>
<td><em>GoPay</em></td>
</tr>
<tr>
<td><em>Cuma</em></td>
</tr>
<tr>
<td><em>Ringkasan pembayaran</em></td>
</tr>
<tr>
<td><em>Total Bayaran</em></td>
</tr>
<tr>
<td><em>Bayar Transaksi</em></td>
</tr>
<tr>
<td><em>Rp</em>282.500</td>
</tr>
<tr>
<td><em>Rp</em>0.000</td>
</tr>
</tbody>
</table>

5. Tokopedia as a third party will store the funds paid by the buyer until the order is received by the buyer.
6. The seller confirms the order and starts making the product according to the order and the agreed time limit, if it passes the agreed time the buyer has the right to cancel the purchase or extend the manufacturing time.
7. The seller packs and sends the order through the specified shipping service.
8. The delivery service delivers the order, the buyer can check the delivery through the application.

9. The order is received by the buyer.

10. Buyer opens the order and documents the unboxing process.

11. If the product received is in accordance with the order, the consumer can click the order received button in the Tokopedia application and the funds will be sent to the seller.

12. If there is damage or discrepancy between the order and the goods received, the buyer can submit a complaint to Tokopedia attaching proof of unboxing photos and videos.

13. Tokopedia will review the buyer’s report and find the location of the error, tokopedia as a mediator.

a) If the damage is caused by shipping, the shipping service will be responsible.

b) If consumers do not attach proof of unboxing photos and videos, the complaint will be rejected to avoid fraud on the seller.

c) If the error is caused by the seller’s negligence, the seller must replace and resend the product according to the order or refund the consumer, the funds will be held by Tokopedia until the problem is resolved.

Analysis of the salam (pre-order) contract in online buying and selling transactions through the Tokopedia marketplace based on the Hambali school of thought perspective is as follows:

<table>
<thead>
<tr>
<th>Get along And Condition</th>
<th>Application</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Shighat form consent</em> And <em>qobul use terms</em> &quot;<em>salaf</em> or greetings&quot;</td>
<td>There is <em>shighat</em> form knob pre order on application Tokopedia.</td>
<td>Get along And condition fulfilled.</td>
</tr>
<tr>
<td>Second split party sellers (<em>musallim</em>) and buyer (<em>Musallam alaihi</em>) Conditions: Baligh And sensible, a person of faith is a different person And is owner original from Money And goods or legal designation .. And powerful law ..</td>
<td>There is two account different that is account seller And buyers who have register his account is on Tokopedia .</td>
<td>Rukun is fulfilled but the requirements for puberty and sanity are less controlled because there is no feature to ensure this in the Tokopedia application.</td>
</tr>
<tr>
<td>Money And goods</td>
<td>There are payment instruments and the specifications for the goods being traded are clear.</td>
<td>Harmony is fulfilled but there are still fraudulent practices such as sellers including photos of products that are inappropriate or belong to someone else.</td>
</tr>
</tbody>
</table>

**Table 4. Analysis of the Salam (Pree-Ordr) Contract**
<table>
<thead>
<tr>
<th><strong>Payment is made in full up front or in cash at the place of contract.</strong></th>
<th>The buyer has made an initial payment to Tokopedia at the time of the contract.</th>
<th>With the many payment methods on Tokopedia, both cash and non-cash and indications of interest-bearing credit payments, buyers must avoid payments that are prohibited by sharia. Condition fulfilled.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The means of payment must be known in terms of quantity and form, whether in the form of money, goods or benefits.</td>
<td>The means of payment used is cash with a balance in the Tokopedia account.</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>Handover of goods is postponed until the agreed time.</td>
<td>agreed pre-order time is listed.</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>The type and quantity must be clear. The quality and specifications of the goods ordered must be clear, such as type, color, size and others.</td>
<td>There is a description column that contains the required information.</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>The clear time and place for delivery of the goods is based on the agreement at the time of the contract.</td>
<td>The time and recipient address are clear</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>Buyers may not sell goods before receiving them.</td>
<td>Buyers can receive orders directly or there is a dropshipper option that can send products directly to other consumers.</td>
<td>Buyers should avoid things that are prohibited by sharia.</td>
</tr>
<tr>
<td>Buyers may not exchange goods except for similar goods as agreed.</td>
<td>In accordance</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>There can be no price gouging. The seller must deliver the goods on time with the agreed quality and quantity.</td>
<td>In accordance</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>If the settlement is faster and the quality is better than the agreement, the seller may not ask for anything extra.</td>
<td>in accordance</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>If the quality is below or not according to the agreement and the buyer is willing to accept it, the buyer may not ask for a discount.</td>
<td>in accordance</td>
<td>Condition fulfilled.</td>
</tr>
<tr>
<td>If all or part goods are not available on time of delivery, or its quality is more low And buyer is willing to accept it, then He own two options:</td>
<td>in accordance</td>
<td>Condition fulfilled.</td>
</tr>
</tbody>
</table>
First, cancel the contract and ask for the money back. Second, wait until the goods are available. Cancellation of the contract is permitted if it does not harm both parties.

Based on the table above, can we explain that salam contract in Tokopedia has fulfilled the terms of the contract such as sighat, seller and buyer, goods and money. However, there are several conditions that have not been met and there are several things that must be considered, such as the payment method used must be in accordance with the salam agreement.

CONCLUSION

From this discussion, it can be concluded that the application of the salam (pre-order) contract in online buying and selling transactions on the tokopedia marketplace based on the perspective of the Hanbali school of thought has fulfilled the pillars of the salam contract in the form of shighat, the two parties as well as money and goods so that the salam contract remains valid, but in the application of the conditions, there are many things that are not in accordance and make the transaction defective or damaged if you do not pay attention to things that are prohibited in Islamic sharia such as the payment method used by the buyer. There are also several gharar transactions in the product photos included by the seller and there are several sellers who do not include a detailed description, or there are still some unscrupulous sellers who commit fraud on the products sent or reduce the quality of the product, even though Tokopedia as a third party mediates between sellers and buyers, the process is long and complicated, causing time losses for sellers. There are also buyers who do not read the description carefully so that problems occur when the product arrives.

The limitation of this research is that there are not many references to fatwas issued by Hambali imams directly because Hambali imams do not record their fatwas. It is hoped that future writers will add references that will further deepen the fatwas of Hanbali imams.

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