



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

Habibah Moslem¹, Muhajirin², Hasbi Abdul Al-Wahhab KH³, Nofrianto⁴

^{1,2,3,4} Syarif Hidayatullah State Islamic University Jakarta

e-mail: habibah_moslem22@uinjkt.ac.id¹, muhajirin@uinjkt.ac.id², hasbi_abdul22@mhseinjkt.ac.id³,
nofrianto@uinjkt.ac.id⁴

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 (SWT) in His word:

..... وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا ٢٧٥

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 Wasalam (SAW) regarding the sale and purchase of *salam*:

مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ كَيْلٍ فَفِي شَيْءٍ فِي أَسْلَفٍ مَنْ
مَعْلُومٍ أَجَلٍ إِلَى

Meaning: "Whoever does salam (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 Hambali 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 AlKasani, "*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 Hambali 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 (الإعطاء) is *al-i'tha'* (سلم) and *at-tasliif* (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

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ... ٢٨٢

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

QS. Al-Maidah: 1

يَا أَيُّهَا الَّذِينَ ءَامَنُوا أَوْفُوا بِالْعُقُودِ ... ١

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

b. Hadist

عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ رَضِيَ اللَّهُ عَنْهُ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ قَالَ: إِنَّمَا الْبَيْعُ 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).

مَنْ أَسْلَفَ فِي شَيْءٍ فَفِي كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ.

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 [Beirut: Dar al-Fikr, 1955]).

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 فِي الْمُعَامَلَاتِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

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 parties. 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).

3. Money and goods. Money is often referred to as *ra'sul maal* (رأسل مال), while goods are called *musallam fiihi* (مسلم فيه). 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):

- Payment is made in full upfront or in cash at the place of the contract.
- The means of payment must be known in amount and form, whether in the form of money, goods or benefits.
- 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.
- 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.

- 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:

Table 1.
Tokopedia product categories

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

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

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

Referring to the table above, that there are many payment methods in Tokopedia, starting from Go-pay, took pedia 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

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

Figure 1.
Flow of creating and activating a seller account on 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 3
Payment methods on Tokopedi

← Pengiriman	← Pengiriman	← Pembayaran
<p>Alamat Pengiriman Pilih Alamat Lain</p> <p>Jl. Jambudipa No 16 Rt 003 003 Komplek PONPES DAARUL FALAH Jambudipa Alif Rahman Hakim (6285661975191) Jl.Jambudipa No 16 Rt 003/003 Komplek PONPES DAARUL FALAH.</p> <p>Rodma store Kab. Sukabumi Pre Order 7 hari BELANJA Rp.300k BERSAMA DONGKIR</p> <p>Bola Voli Press pre order - Voli Press Voli Press 6 barang (12 kg) Rp30.000</p> <p><input type="checkbox"/> Rusak total selama dipakai? Bisa ganti rugi! Proses klaim mudah dan instan, berlaku 3 bulan Rp2.600 per barang</p> <p>Pilih Pengiriman</p> <p>Subtotal Rp180.000</p>	<p>Instan ></p> <p>GrabExpress (Rp101.000) Estimasi tiba 4 Nov Jaminan Tepat Waktu S&K Berlaku ></p> <p><input checked="" type="checkbox"/> Asuransi Pengiriman</p> <p>Subtotal Rp282.500</p> <p><input type="checkbox"/> Donasi Rp5.000 untuk Korban Bencana Wilayah Indonesia</p> <p><input type="checkbox"/> Nabung emas dengan bulatkan tagihan Tambah Tokopedia Emas by Ptuang Rp7.500</p> <p>Makin hemat pakai promo</p> <p>Ringkasan belanja Total Harga (6 Barang) Rp180.000 Total Ongkos Kirim Rp101.000 Asuransi Rp1.500</p> <p>Dengan membayar, saya menyetujui syarat dan ketentuan asuransi</p> <p>Total Tagihan Rp282.500 Pilih Pembayaran</p>	<p>Bisa bayar pakai GoPay Aktivasi untuk pakai GoPay Aktifkan</p> <p>Metode pembayaran Lihat Semua</p> <p>BRIVA BRIVA <input checked="" type="radio"/></p> <p>BCA BCA Virtual Account <input type="radio"/></p> <p>Promo Pembayaran</p> <p>GoPay + Cashback 5.650 GoPay Coins</p> <p>Ringkasan pembayaran Total Belanja Rp282.500 Biaya Transaksi Rp1.000</p> <p>Total Tagihan Rp283.500 Bayar</p>

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 4.

Analysis of the Salam (Pree-Ordr) Contract

Get along And Condition	Application	Information
<i>Shighat</i> form consent And <i>qobul</i> use <i>terms</i> " <i>salaf</i> or greetings "	There is <i>shighat</i> form knob <i>pre order</i> on application Tokopedia .	Get along And condition fulfilled .
Second split party sellers (<i>musallim</i>) and buyer (<i>Musallam alaihi</i>) 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 .	There is two account different that is account seller And buyers who have register his account is on Tokopedia .	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.
Money And goods	There are payment instruments and the specifications for the goods being traded are clear.	Harmony is fulfilled but there are still fraudulent practices such as sellers including photos of products that are inappropriate or belong to someone else.
Condition Special Greeting Agreement		

Payment is made in full up front or in cash at the place of contract.	The buyer has made an initial payment to Tokopedia at the time of the contract.	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.
The means of payment must be known in terms of quantity and form, whether in the form of money, goods or benefits.	The means of payment used is cash with a balance in the Tokopedia account.	Condition fulfilled .
Handover of goods is postponed until the agreed time.	agreed <i>pre-order</i> time is listed .	Condition fulfilled .
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.	There is a description column that contains the required information.	Condition fulfilled .
The clear time and place for delivery of the goods is based on the agreement at the time of the contract.	The time and recipient address are clear	Condition fulfilled .
Buyers may not sell goods before receiving them.	Buyers can receive orders directly or there is a <i>dropshipper</i> option that can send products directly to other consumers	Buyers should avoid things that are prohibited by sharia.
Buyers may not exchange goods except for similar goods as agreed.	In accordance	Condition fulfilled .
There can be no price gouging. The seller must deliver the goods on time with the agreed quality and quantity.	In accordance In accordance	Condition fulfilled . Condition fulfilled .
If the settlement is faster and the quality is better than the agreement, the seller may not ask for anything extra.	in accordance	Condition fulfilled .
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.	in accordance	Condition fulfilled .
If all or part goods No available on time of delivery, or its quality more low And buyer No willing accept it, then He own two options:	in accordance	Condition fulfilled .

First, cancel the contract and ask for the money back. *Second*, wait until the goods are available.

Cancellation of the contract is in accordance permitted if it does not harm both parties.

Condition fulfilled .

Based on table above, can we explain that *salam* contract in Tokopedia has fulfilled the terms of the contract such as *shighat*, 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.

REFERENCES

- Aeni, S. N. (2022). 7 Marketplace Terbesar di Indonesia Kuartal III 2021. Diambil kembali dari katadata: <https://katadata.co.id/agung/berita/623af52eea481/7-marketplace-terbesar-di-indonesia-kuartal-iii-2021>
- Akbar, A., & Sucipto, M. C. (2018). Analisis Transaksi Akad Salam Dalam Jual Beli Online. *EKSISBANK (Ekonomi Syariah dan Bisnis Perbankan)*, 2(2), 11-17.
- Annisa, T. (2021). Semakin berkembang, ini potensi e-commerce di Indonesia. Diambil kembali dari Ektrut Media: <https://www.ekrut.com/media/semakin-berkembang-ini-potensi-e-commerce-di-indonesia>
- Darmawansyah, T. T., & Polindi, M. (2020). Akad As-Salam dalam sistem jual beli online (Studi kasus online shopping di Lazada. co. id). *Jurnal Aghniya*, 3(1), 20-39.
- DSN MUI. (2022). *Fatwa Dewan Syariah Nasional tentang Jual Beli Salam*.

- Diambil kembali dari Tafsirq:
<https://tafsirq.com/fatwa/dsn-mui/jual-beli-salam>
- El Qori, D. (2020). Transaksi e-commerce berbasis marketplace antara akad salam dan gharar perspektif fiqh madzhab Syafi'i. *Miyah*, 428.
- El Qori, D. (2020). Transaksi E-Commerce Berbasis Market Place: Antara Akad Salam Dan Gharar Perspektif Fiqih Madzhab Syafii. *MIYAH: Jurnal Studi Islam*, 16(2), 414-429.
- Farid, M. (2013). Murabahah Dalam Perspektif Fikih Empat Mazhab. *Epistemé: Jurnal Pengembangan Ilmu Keislaman*, 8(1), 113-134.
- Fikri, I. (2022). Ini Tata Cara Jual Beli Online Sesuai Prinsip Syariah. Diambil kembali dari mui.or.id: <https://mui.or.id/berita/40332/ini-tata-cara-jual-beli-online-sesuai-prinsip-syariah/>
- Ghufron, M. I. (2021). Transaksi Akad Salam Dan Akad Istishna Pada Jasa Pengiriman Jnt Situbondo. *KEADABAN*, 3(1), 1-12.
- Ibnu. (2020, Oktober 13). *Apa itu Marketplace? Inilah Pengertian dan Jenis-jenisnya*. Diambil kembali dari Accurate: <https://accurate.id/marketing-manajemen/apa-itu-marketplace/>
- Ibrahim, A., Amelia, E., Akbar, N., & Kholis, N. (2021). *Pengantar Ekonomi Islam*. Jakarta: Bank Indonesia.
- Indonesia.go.id. (2022). *Agama 2020*. Diambil kembali dari Indonesia.go.id: <https://www.indonesia.go.id/profil/agama>
- Lubis, M. S. Y. (2022). Jual Beli Online Ditinjau Dari Hukum Islam. *Jurnal Notarius*, 1(1), 42.
- Rahayu, A. K. S. (2020). Penerapan jual beli akad salam dalam layanan shopee. *Jurnal Ar-Ribhu*, 3(2), 92-106.
- Rosana, F. C. (2021). 4 Penipuan Belanja Online: Barang Tak Sampai hingga Beli HP yang Datang Kardus. Diambil kembali dari Tempo.co: https://bisnis.tempo.co/read/1493562/4-penipuan-belanja-online-barang-tak-sampai-hingga-beli-hp-yang-datang-kardus?page_num=1
- Sandy, K. F. (2021). Belanja Online Jadi Tren, Seller Tokopedia Bertambah 2,5 Juta Sepanjang 2020. Diambil kembali dari inews.id: <https://www.inews.id/finance/bisnis/belanja-online-jadi-tren-seller-tokopedia-bertambah-25-juta-sepanjang-2020>
- Sarwat, A. (2018). *Jual Beli akad salam*. Jakarta Selatan: Rumah fiqh publishing.
- Wikipedia. (2021). Mazhab Hambali. Diambil kembali dari Wikipedia: https://id.wikipedia.org/wiki/Mazhab_Hambali
- Wikipedia. (2022). Tokopedia. Diambil kembali dari Wikipedia: <https://id.wikipedia.org/wiki/Tokopedia>
- Wirawan, U. (2021). Penipuan Online Incar 1338 Juta Konsumen e-Commerce Indonesia. Diambil kembali dari Beritasatu: <https://www.beritasatu.com/news/855971/penipuan-online-incar-1338-juta-konsumen-ecommerce-indonesia>
- Yuliawati, P. (2020). Penelitian studi kepustakaan. 15.
- Zulhamdi & Ismail (2020) JUAL BELI SALAM (Suatu Kajian Praktek Jual Beli Online Shopee).