

SHEIKH YUSUF AL-QARADAWI AND ABDULLAH AN-NA'IM'S PERCEPTION OF ONLINE SALES AGREEMENTS FROM A SHARIA ECONOMIC PERSPECTIVE

Lutfiatun Hasanah¹, Haqiqotus Sa'adah²

^{1,2} Sharia Economics Study Program, STAI Al-Utsmani

Email : lfhia17@gmail.com¹, haqiqotussaadah24@gmail.com²

Diterima: Januari 5 2026

Direvisi: Januari 28 2026

Diterbitkan: Januari 30 2026

Abstract :

The development of digital technology has given rise to new forms of economic transactions in the form of online buying and selling (e-commerce) , which require examination from the perspective of Islamic law to ensure their continued relevance to sharia principles. This study aims to analyze the perspectives of Shaykh Yusuf al-Qaradawi and Abdullah An-Na'im regarding online sale and purchase contracts from the viewpoint of sharia economics. The research employs a qualitative method with a literature study (library research) approach, conducted through a critical review of the works of both figures as well as relevant classical and contemporary fiqh literature. The results show that Shaykh Yusuf al-Qaradawi views online buying and selling as a valid form of muamalah as long as it fulfills the pillars and conditions of a contract and is free from elements of riba, gharar, and maysir, while emphasizing the principles of honesty, transparency, and mutual consent between the parties. Meanwhile, Abdullah An-Na'im stresses the importance of contextualizing and reconstructing Islamic law so that it can respond to contemporary challenges, by making justice and public welfare (maslahah) the primary benchmarks for the validity of transactions. This study finds that although the two scholars employ different methodological approaches, both agree that Islamic legal principles are dynamic and adaptive to the development of digital transactions. These findings are expected to enrich the discourse in sharia economic studies and provide a conceptual foundation for understanding online buying and selling practices that are in line with the maqasid al-shariah in the digital era.

Keywords : *Online buying and selling, e-commerce, law of sale and purchase, Yusuf al-Qaradawi, Abdullah An-Na'im.*

المخلص:

أدى تطور التكنولوجيا الرقمية إلى ظهور ممارسات اقتصادية جديدة في شكل البيع والشراء عبر الإنترنت (التجارة الإلكترونية)، الأمر الذي يتطلب أن تظل الدراسات القانونية الإسلامية متوافقة مع مبادئ الشريعة. تهدف هذه الدراسة إلى تحليل تصورات الشيخ يوسف القرضاوي وعبد الله الناعيم بشأن عقود البيع عبر الإنترنت من منظور اقتصادي شرعي. وتستخدم الدراسة منهجًا نوعيًا مع نخب دراسة الأدبيات (البحث المكتبي)، من خلال مراجعة نقدية لأعمال كلا الشخصيتين بالإضافة إلى الأدبيات الفقهية الكلاسيكية والمعاصرة ذات الصلة. تظهر نتائج البحث أن الشيخ يوسف القرضاوي يعتبر البيع والشراء عبر الإنترنت ممارسة معاملات صحيحة طالما أنها تستوفي أركان وشروط العقد وخالية من عناصر الربا والغرر والميسير، مع التأكيد

على مبادئ الصدق والشفافية ورغبة الأطراف. في حين يؤكد عبد الله النعيم على أهمية وضع القانون الإسلامي في سياقه وإعادة صياغته لمواجهة التحديات المعاصرة، مع اعتبار العدالة والمصلحة العامة المعيارين الأساسيين لصحة المعاملات. توصلت هذه الدراسة إلى أنه على الرغم من اختلاف المنهجين المنهجيين للفقيحين، إلا أنهما يتفقان على أن أركان الإسلام ديناميكية وقابلة للتكيف مع تطور المعاملات الرقمية. ومن المتوقع أن تثرى هذه النتائج مجموعة المعرفة حول الاقتصاد الإسلامي وتوفر أساسًا مفاهيميًا لفهم ممارسات البيع والشراء عبر الإنترنت التي تتماشى مع مقاصد الشريعة في العصر الرقمي.

الكلمات المفتاحية: البيع والشراء عبر الإنترنت، التجارة الإلكترونية، قانون البيع والشراء، يوسف القرضاوي، عبد الله النعيم

Abstrak :

Perkembangan teknologi digital telah melahirkan praktik transaksi ekonomi baru berupa jual beli online (e-commerce) yang menuntut kajian hukum Islam agar tetap relevan dengan prinsip-prinsip syariah. Penelitian ini bertujuan untuk menganalisis persepsi Syekh Yusuf Al-Qaradawi dan Abdullah An-Na'im terhadap akad jual beli online persepektif ekonomi syariah. Metode penelitian yang digunakan adalah kualitatif dengan pendekatan studi literatur (library research), melalui telaah kritis terhadap karya-karya kedua tokoh serta literatur fikih klasik dan kontemporer yang relevan. Hasil penelitian menunjukkan bahwa syekh Yusuf Al-Qaradawi memandang jual beli online sebagai praktik muamalah yang sah selama memenuhi rukun dan syarat akad serta terbebas dari unsur riba, gharar, dan maysir dengan menekan prinsip kejujuran, transparansi, dan kerelaan para pihak. Sementara itu, Abdullah An-Na'im menekankan pentingnya kontekstualisasi dan rekonstruksi hukum Islam agar mampu menjawab tantangan zaman, dengan menjadikan prinsip keadilan dan kemaslahatan sebagai tolak ukur utama keabsahan transaksi. Penelitian ini menemukan bahwa meskipun kedua tokoh memiliki pendekatan metodologis yang berbeda, keduanya sepakat bahwa rukun Islam bersifat dinamis dan adaptif terhadap perkembangan transaksi digital. Temuan ini diharapkan dapat memperkaya khazanah kajian ekonomi syariah serta memberikan landasan konseptual dalam memahami praktik jual beli online yang sesuai dengan maqashid syariah di era digital.

Kata Kunci: *Jual beli online, e-commerce Hukum jual beli, Yusuf Al-qaradawi, Abdullah An-Na'im.*

INTRODUCTION

The development of information and communication technology has brought significant changes to the world of economics, including in the field of online buying and selling (Farhatun Nisaul Ahadiyah, 2023). However, this development also raises questions about the validity and suitability of online buying and selling transactions with the principles of Islamic economics. Sheikh Yusuf Al-Qaradawi and Abdullah An-Na'im, two contemporary Islamic scholars, have discussed this issue in their works. This study aims to analyze the perceptions of these two figures on online sales contracts from an Islamic economic perspective. Technological advances have provided a vast source of information and communication resources that humans have never had before. Although the role of information has received little attention in recent decades, the need for information and communication is no less important than the need for clothing and food. The world has shifted from the era of industrialization to the information era, which has given birth to the information society. Rogers

states that the information society is a society in which most of the workforce are workers in the field of information, and information has become the most important element in life (Ahmad, 2012).

Sheikh Yusuf Al-Qaradawi, a prominent scholar and expert in Islamic economics, has discussed online buying and selling in several of his works. He emphasizes the importance of observing the principles of Sharia in conducting economic transactions, including online buying and selling. His *ijtihad* methodology is firmly based on the principles of *fiqh al-awlawiyyat* and *wasathiyah*. He adheres to the fundamental rule that the original ruling on all transactions is permissibility (*al-ashl fi al-mu'amalat al-ibahah*) as long as there is no *qath'i* evidence to prohibit them. In the context of e-commerce, al-Qardawi tends to be accommodating. He examines online buying and selling by matching it to existing classical contracts (such as *salam* or *istisna*) and emphasizes the importance of information transparency (Andari, 2021). Meanwhile, Abdullah An-Na'im, an expert in Sharia law and economics, has also discussed online buying and selling from a Sharia economic perspective. He emphasizes the importance of considering aspects of justice and benefit in conducting economic transactions. An-Na'im attempts to apply Sharia, or more broadly, in international or state relations with various types of applications. The discourse developed can be referred to as Sharia towards the postmodern era.

This is evident in the discourse of deconstruction (reconstruction) of traditional orthodoxy containing Sharia. Sharia is an interpretation of the text and not Islam itself as a whole, as we can understand in a specific historical context. An-Na'im then developed his response to contemporary global issues related to human rights, international law, and constitutionalism. This is in line with Abdullah Ahmad An-Na'im's contextualization of human rights in Indonesia. According to An-Na'im, even though the sources of Sharia come from God, it is necessary to reinterpret it, because the Sharia that has been known and believed so far also comes from the interpretations of legal pioneers, whose interpretations were adapted to the conditions at that time, which are clearly very different from the current conditions. Thus, human rights, which are the result of human thought, have been considered sacred, made into a holy book that no one is allowed to tamper with, and used only as a tool to legitimize the government's ambition for power. The fact that there are only a few elements of human rights is because Indonesia is based on the principle of kinship and cannot accept human rights, which are essentially Western and individualistic in nature. However, with the demands and needs of the times, as An-Na'im has done, there needs to be a change for the sake of the needs of today's society, which are clearly different from those of the past, especially

with the process of democracy and the demands for reform, one of which is constitutional reform, which includes human rights.

This study aims to examine the formulation of fiqh law on online sales contracts in the paradigm of contemporary scholars' thinking. This study also aims to identify the principles of contracts in fiqh that are relevant to online shopping transactions in order to provide a more comprehensive and applicable understanding for Muslims in the digital age. Using a qualitative literature study method, this research will examine the views of contemporary scholars through their works, as well as explore fiqh concepts of contracts in relevant classical literature. It is hoped that this research can contribute to the development of fiqh law that is responsive to the challenges of the times, especially in the context of online shopping, which has become an integral part of the economic activities of Muslims.

RESEARCH METHOD

This study uses a qualitative literature review approach (library research), which aims to examine and analyze the concept of interactive learning media development in improving understanding of Fiqh through a review of relevant literature. Literature study was chosen because it provides space for researchers to explore in-depth information from various written sources, such as books, articles, journals, and other documents that support the understanding of interactive learning media (Mihendra, Andriyani, Mardiah, Priska, & Mujib, 2020).

Data collection was carried out by identifying, collecting, and reviewing literature related to interactive learning media, constructivist learning theory, and Fiqh learning. The collected data was then analyzed qualitatively through the stages of data reduction, data presentation, and conclusion drawing (Hesti et al., 2022). Data reduction was carried out by sorting literature relevant to the research focus, while data presentation was carried out in the form of a systematic narrative description. Conclusions were drawn by finding common threads from the results of the literature review that had been studied.

To maintain data validity, this study used source triangulation techniques by comparing various literature obtained, thereby increasing the validity and reliability of the research findings. Thus, this study is expected to provide a comprehensive picture of the development of interactive learning media in improving Fiqh understanding.

RESULTS AND DISCUSSION

The analysis shows that both figures acknowledge the flexibility of Islamic law in responding to developments in digital transactions, although they use different approaches. Sheikh Yusuf Al-Qaradawi emphasizes the

validity of online buying and selling as long as it fulfills the pillars and conditions of the contract and is free from elements of usury, gharar, and masysir. Meanwhile, Abdullah An-Na'im views the need for contextualization and reconstruction of Islamic law in order to remain relevant to the times, while still being based on the principles of justice and benefit. This difference in approach makes an important contribution to understanding online sales contracts as an adaptive sharia economic practice in the digital age.

This section presents a comparative analysis of the thoughts of Sheikh Yusuf Al-Ghardawi and Abdullah An-Naim regarding online sales contracts from a sharia economics perspective. The research findings show that although the two figures have different methodological backgrounds, with Al-Ghardaqui using a contemporary fiqh muamalah approach and An-Naim using an Islamic law reconstruction approach, both agree that Islamic law is dynamic and capable of adapting to developments in digital transactions.

The novelty of this research lies in its attempt to integrate the normative approach of fiqh muamalah with the contextual approach of modern Islamic law in assessing the validity of online sales and purchases. Thus, the results of this study not only strengthen the legitimacy of digital transactions in the sharia economy, but also emphasize that the application of online contracts must remain based on the principles of justice, transparency, and protection of the rights of the parties as the main objectives of Sharia (Muqasid Syariah).

Online Shopping

Online shopping (online shops) is shopping to meet the needs of many people using the internet. As consumers who use online shops to meet their needs, whether for personal or daily needs, online shops are intended as a way of shopping for most people, providing various changes, including the goods consumed and the differences in the transaction processes used. Online shops are not only considered a choice in shopping, but have become part of social and cultural changes in society. In online shops, consumers can see goods in the form of pictures or even videos. The benefit of shopping through online shops is that it provides convenience because customers can order products 24 hours a day wherever they are, so they don't need to leave their homes. Based on Law Number 11 of 2008 concerning Electronic Information and Transactions, as stated in Article 2 of this law, it applies to every person who performs legal actions as regulated in this law, whether they are within or outside the jurisdiction of Indonesia, which has legal consequences within and outside the jurisdiction of Indonesia and is detrimental to Indonesia's interests.

Sales through social media must be conducted in good faith and must not deceive one another for the sake of business continuity. In Islam, buying and selling via the internet is a new concept because there is no classical

literature in the formation of Islamic law that discusses buying and selling on the internet. The contract of sale and purchase on the internet as a form of evidence in the form of an electronic signature, starting from the purchase, inspection, to the delivery of goods, is a form of reinforcement and evidence, as it is already well known. A written contract has high legal force as evidence when there is a dispute between the two parties. As Allah says in Surah Al-Baqarah verse 282, which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَيْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ ۚ بِالْعَدْلِ ۚ وَلَا يُأَبِّ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ ۚ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ ۚ وَلَا يَبْخَسَ مِنْهُ شَيْئًا ۚ فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلِئَ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ ۚ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ ۚ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَىٰ ۚ وَلَا يَأْبَ الشُّهَدَاءُ إِذَا مَا دُعُوا ۚ وَلَا تَسْمُؤُوا ۚ أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَحِلِّهِ ۚ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ ۚ أَلَّا تَرْتَابُوا ۚ إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا ۚ وَأَشْهَدُوا ۚ وَإِذَا تَبَايَعْتُمْ ۚ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ ۚ وَإِنْ تَفَعَّلُوا فَإِنَّهُ ۚ فَسُوقٌ ۚ بِكُمْ ۚ وَاتَّقُوا اللَّهَ ۚ وَيُعَلِّمُكُمُ اللَّهُ ۚ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ ۝ ٢٨٢

Meaning:

O you who believe, when you contract a debt for a specified period, write it down. Let one of you who is a scribe write it down fairly. Let not the scribe refuse to write it down as Allah has taught him. Let him record it and let the debtor dictate it. Let him fear Allah, his Lord, and let him not reduce it in the slightest. If the debtor is of limited understanding, weak (in condition), or unable to dictate it himself, let his guardian dictate it correctly. Ask for the testimony of two male witnesses among you. If there are no two male witnesses, then one male and two females among those whom you approve as witnesses, so that if one of them forgets, the other can remind her. Let not the witnesses refuse when they are called upon. Do not be weary of recording it until its due date, whether it is small or large. That is more just in the sight of Allah, more reliable as evidence, and more likely to prevent doubt, unless it is a cash transaction that you conduct among yourselves. In that case, there is no sin on you if you do not record it. Take witnesses when you buy and sell, and do not make it difficult for the recorder or the witnesses. If you do so, it is indeed a sin for you. Fear Allah; Allah teaches you, and Allah is All-Knowing.

Therefore, technological developments, whether consciously or not, have had an impact on the development of Islamic law. This is especially true of the issue of online buying and selling, which is widely practiced by the general public (HUMAEMAH, 2015).

The Ulama's Paradigm on Online Sales Law

The basic law of online business is the same as the as-salam contract because: first, the system is haram, like money gambling. Gambling is haram both on land and in the air (online). Second, the goods/services that are the object of the transaction are haram items, such as drugs, pornographic videos, online sex, copyright infringement, and websites that can lead visitors into adultery. Third, because it violates agreements or contains elements of fraud. And others that do not bring benefits but instead cause harm. As a basis for doing business online, we must pay attention to what are our rights and what are the rights of others. Online transactions are permitted in Islam as long as they do not contain elements that can damage them, such as usury, injustice, fraud, cheating, and the like, and fulfill the pillars and conditions of buying and selling (Rizaldi, Triana, & Mayasari, 2025).

Regarding the views of contemporary scholars on the law of online buying and selling, it can be said that the majority of contemporary scholars argue that transactions using modern devices are valid as long as there is clarity in the transaction. Among the contemporary scholars who hold this view are Sheikh Muhammad Bakhit al-Muthi', Mushthofa Ahmad Zarqa, Wahbah Zuhaili, and Abdullah bin Mani. In addition, the Islamic Fiqh Council at its sixth conference in Jeddah also ruled that it is permissible to conduct transactions using modern communication tools. These transactions are considered to be the same as transactions between two people in the same place, provided that all the conditions of sale and purchase are met (Ernawati et al., 2023).

The law of salam is permissible based on the Qur'an, sunnah, and ijma'. Salam is an advance payment and delivery of goods at a later date, which is defined by the fuqaha as "a sale and purchase agreement on something whose criteria are mentioned in the agreement and which is promised to be delivered at a specified time to the buyer, with payment made at the time of the transaction".

Based on this, the pillars and conditions of sale and purchase also become the pillars and conditions of salam. To avoid disputes between the seller and the buyer, salam is only valid for goods that can be limited by certain characteristics, such as goods that are traded based on measurement, weight, count, or meter.

In addition, in a salam contract, there are several conditions that must be mentioned in the contract, namely, first, mentioning the type of goods ordered and the type of capital, as well as explaining their type and nature. then also explaining the quantity if the goods can be counted, explaining the grade, explaining the measure for goods that are measured, explaining the weight for goods that are weighed, explaining the size for goods that are measured, and

the goods ordered should be deferred until a certain period, at least one month. Therefore, it is not valid if the ordered goods are delivered immediately. Meanwhile, the capital (price) must be paid in cash, as explained in several schools of thought.

In online sales transactions, the *ijab qabul* process is carried out by reading the terms and conditions and procedures for making a purchase for the buyer. The seller must also provide several procedures for making a purchase, such as writing down the specifications of the goods being sold in accordance with reality, the buyer is required to fill out a purchase form, and read the terms and conditions provided by the seller. If the buyer understands the purchase procedures provided by the seller and agrees to them, then the *ijab qabul* process has been carried out because it has fulfilled the agreement between the seller and the buyer. After that, the buyer is required to pay the amount of money corresponding to the price of the item purchased, including shipping costs. If this has been done by the buyer, the seller is obliged to pack and send the goods agreed upon during the *ijab qabul*. If there is an element of coercion and one of the parties is disadvantaged, the *ijab qabul* is invalid (Khairunnisa, 2024). Transactions via digital payment in Islam are halal, so buyers must pay the price of the goods before the specified date. Another issue that needs to be considered in e-commerce from a sharia perspective is the need for an agreement to give the buyer the right of *khiyar* (choice), namely to accept the goods or cancel the transaction if the goods ordered do not match the information and description displayed on the seller's website.

This is the method outlined by the Prophet Muhammad, as stated in the hadith narrated by Daruquthni from Abu Hurairah: "Whoever buys something without seeing it, he may choose it after seeing it." Thus, the Messenger of Allah warned buyers and sellers to be cautious when inspecting the goods to be purchased, so that the buyer would not be deceived. However, this does not mean that the buyer can arbitrarily cancel an order for goods that they do not like, even though they are in accordance with the characteristics and type of goods specified previously, because the seller also has rights that must be protected by the buyer (Hasan & Saini, 2024).

The View of Sheikh Yusuf Al-Qaradawi

In many aspects of modern life, including economic transactions such as e-commerce, Yusuf Al-Qaradawi offers his perspective, aligning modern business practices with the fundamental principles of Islam: justice, honesty, and social responsibility. In the context of e-commerce, Sheikh Al-Qaradawi emphasizes the importance of upholding ethics and integrity in digital transactions. Some of the main principles in *muamalah* are the prohibition of *gharar* (uncertainty), *riba* (interest), and *masysir* (speculation), which must be

avoided in all forms of business transactions, including online trading (Hasan & Saini, 2024).

In his view, Sheikh Al-Ghardawi argues that e-commerce transactions that contain ambiguity or uncertainty, such as unclear product descriptions or uncertainty in delivery, can be considered *gharar* (Ningrum, Darutama, Sholihah, Abdurrahman, & Pekalongan, 2023). Therefore, sellers on digital platforms must provide accurate and transparent information about the products and services they offer.

Sheikh Yusuf Al-Gardaawi also emphasizes the importance of the principles of *tradhi* (willingness), *amanah* (trust), and *ta'adhul* (fairness), which must be embodied by both sellers and buyers in conducting their transactions. Therefore, e-commerce needs to protect consumers from fraud and manipulation. E-commerce platform operators are responsible for ensuring that transactions on their platforms are in line with the principles of *muamalah* and Islamic business ethics (Hasan & Saini, 2024).

Sheikh Yusuf Al Gardawi also encourages the equitable distribution of wealth and rejects monopolistic practices. E-commerce platforms that dominate the market unfairly or use their power to suppress small businesses are not in accordance with the principles of justice in Islam (Nina Rezeki Amalia, Farida Yulianti, & Abdul Kadir, 2023). Overall, Sheikh Yusuf Al-Gharbawi believes that e-commerce is a modern phenomenon that can be accepted as long as it is carried out with honesty, transparency, respect for the rights of all parties, and adherence to Islamic business principles (Hasan & Saini, 2024).

Abdullah An-Na'im's Viewpoint

Abdullah An-Na'im is a contemporary Islamic thinker who emphasizes the importance of contextualizing Islamic sharia in addressing modern social change (Abdullah, Naim, Bariroh, & Fageh, 2025). Within his framework, An-Na'im does not position Islamic law as a static normative system, but rather as a historical product that needs to be reinterpreted to remain relevant to current developments, including in the fields of economics and transactions. Although An-Na'im does not explicitly discuss online buying and selling practices, his methodological principles provide legitimacy for modern contracts unknown in classical *fiqh*. He believes that the formulation of Islamic law in the classical era arose from a specific social context, so its application in the modern era must take into account social realities, technology, and the values of universal justice (Rasyid & Fageh, 2025).

In the context of online buying and selling, An-Na'im's perspective can be understood through a substantive approach to sharia. Contracts are no longer understood merely as formal verbal and face-to-face acceptance and acceptance of the contract, but rather as the fulfillment of the elements of

willingness (*taradin*), clarity of the object of the contract, and the absence of elements of deception (*gharar*) and injustice. Therefore, digital media such as marketplaces, applications, or online platforms can be valid means of contracting as long as these principles are met³.

An-Na'im further emphasized that the field of *muamalah* is dynamic and therefore open to innovation and change. The principles of justice and social welfare are the primary criteria for assessing the legitimacy of an economic practice (Aulia, Musdalifah, & Fiqram, 2025). Therefore, online buying and selling is acceptable from a sharia economic perspective if it can provide consumer rights protection, information transparency, and a fair dispute resolution mechanism. Thus, Abdullah An-Na'im's thoughts provide a theoretical basis that online buying and selling is a form of contemporary *muamalah* that is ethically and socially legitimate in Islam, even though it is not explicitly found in classical *fiqh* literature.

CONCLUSION

Based on the analysis results showing that the thoughts of Sheikh Yusuf Al-Qaradawi and Abdullah An-Na'im regarding online sales contracts from a sharia economic perspective, it can be concluded that both figures view Islamic law as an adaptive system and able to respond to developments in modern economic practices, including digital-based sales transactions. Although starting from different methodological approaches, both agree that changes in media and transaction technology do not necessarily change the validity of the contract as long as the basic principles of sharia are still met.

Sheikh Yusuf Al-Qaradawi emphasized that online buying and selling contracts are basically permissible (*mubah*) as long as they fulfill the pillars and conditions of the buying and selling contract, such as an agreement between the parties, clarity of the object and price, and are free from elements of usury, *gharar* and *masysir*. This view places online buying and selling as a form of contemporary *muamalah* development that is sharia-legal if carried out in accordance with the principles of justice, transparency and consumer protection. Meanwhile, Abdullah An-Na'im views that Islamic law needs to be contextualized and reconstructed so that it remains relevant to social dynamics and technological developments. In the context of online buying and selling contracts, An-Na'im's approach emphasizes the importance of applying universal sharia values, such as justice, benefit and protection of the rights of the parties, without being rigidly attached to classic contract forms. This approach provides space for the recognition of electronic contracts as a valid form of contract in the modern economic system.

Thus, this study confirms that online buying and selling contracts are

acceptable from a sharia economic perspective if they are carried out in accordance with the basic principles of sharia and the objectives of Islamic law (maqhasid al-syari'ah). The integration of the fiqh muamalah approach and Al-Qardawi and the contextual approach of An-Na'im provides a comprehensive conceptual framework for understanding and developing sharia economic practices in the digital era. The results of this study are expected to serve as both an academic and practical reference in developing digital transactions that are in accordance with sharia values.

REFERENCES

- Abdullah, P., Naim, A., Bariroh, A., & Fageh, A. (2025). *Kritik dan Konsep Dekonstruksi Syariah dalam Pemikiran Abdullah Ahmed Naim*. 8(4), 708–719. <https://doi.org/10.31943/afkarjournal.v8i4.1905.Criticism>
- Ahmad, A. (2012). Perkembangan Teknologi Komunikasi Dan Informasi: Akar Revolusi Dan Berbagai Standarnya. *Jurnal Dakwah Tabligh*, 13, 137–149. Retrieved from <https://share.google/F6eRxvh8jcVsqwFrO>
- Andari, K. W. (2021). *Analisis Penerapan Prinsip Etika Bisnis Pada Transaksi Jual Beli Online pada Marketplace Tokopedia Perspektif Yusuf Al-Qardawi*. 6(June), 107–119.
- Aulia, N. P., Musdalifah, A. A., & Fiqram, M. (2025). *Analisis Prinsip Keadilan dalam Transaksi Ekonomi Syariah Berdasarkan Perspektif Maqashid al- Syari ' ah*. 9173–9190.
- Ernawati, E., Rizki mustika suhartono, Gurusi, G., Karim, L. O. M., Sugianto, M. I., & Risaldi, R. (2023). Penyuluhan Hukum Tentang Perlindungan Konsumen Pada Transaksi Jual Beli Online Di Kelurahan Palabusa Kecamatan Lea-Lea Kota Baubau. *Empowerment: Jurnal Pengabdian Masyarakat*, 2(1), 50–55. <https://doi.org/10.55983/empjcs.v2i1.367>
- Farhatun Nisaul Ahadiyah. (2023). Perkembangan Teknologi Infomasi Terhadap Peningkatan Bisnis Online. *INTERDISIPLIN: Journal of Qualitative and Quantitative Research*, 1(1), 41–49. <https://doi.org/10.61166/interdisiplin.v1i1.5>
- Hasan, Z., & Saini, S. (2024). *Transaksi E-Commerce Dalam Perspektif Syekh Yusuf Al-Qardawi: Relevansi Dengan Undang- Undang Perlindungan Konsumen*. 2(2), 74–85.
- Hesti et al., 2022. (2022). *Analisis Kemampuan Penalaran Matematis Pada Materi Barisan Dan Deret Siswa Kelas Xi Smk Negeri 1 Toma Tahun Pembelajaran 2020/2021*. 2(18), 35–48.
- HUMAEMAH, R. (2015). Analisa Hukum Islam Terhadap Masalah Perlindungan Konsumen Yang Terjadi Atas Jual Beli E-Commerce. *ISLAMICONOMIC: Jurnal Ekonomi Islam*, 6(1), 43–68. <https://doi.org/10.32678/ijej.v6i1.30>

- Khairunnisa, 2024. (2024). *Jual Beli Online Dalam Perspektif Hukum Islam*. 1(02), 111–121.
- Mihendra, N., Andriyani, F., Mardiah, D. I., Priska, A. M., & Mujib, A. (2020). Paradigma Penelitian Pendidikan: Studi Kasus Mahasiswa Pendidikan Matematika di Universitas Muslim Nusantara (UMN) Al-Washliyah Tahun 2015-2016. *Jurnal Pendidikan Dan Pembelajaran Terpadu (Jppt)*, 2(1), 46–54. Retrieved from <https://jurnal-lp2m.umnaw.ac.id/index.php/JPPT/article/view/425>
- Nina Rezeki Amalia, Farida Yulianti, & Abdul Kadir. (2023). Analisis Strategi Pemasaran Dalam Meningkatkan Penjualan Pada Cafe Bree Sweetandfreeze Banjarmasin (Menggunakan Analisis SWOT). *Jurnal Rimba: Riset Ilmu Manajemen Bisnis Dan Akuntansi*, 1(3), 41–48. <https://doi.org/10.61132/rimba.v1i3.85>
- Ningrum, E. W., Darutama, A., Sholihah, R. A., Abdurrahman, U. K. H., & Pekalongan, W. (2023). Pemahaman Konsep Gharar Dimasyarakat Dalam Jual Beli Online. *Jurnal Ekonomi Dan Bisnis*, 2, 472–480. Retrieved from <https://e-journal.uingusdur.ac.id/sahmiyya/article/view/1831>
- Rasyid, C. N., & Fageh, A. (2025). Hukum Islam Inklusif Di Masa Depan: Analisis Pemikiran Abdullah Ahmed an-Na’Im Tentang Dekonstruksi Syariah. *Qolamuna: Jurnal Studi Islam*, 10(02), 195–204. Retrieved from <https://ejournal.stismu.ac.id/ojs/index.php/qolamuna/article/view/2020>
- Rizaldi, A., Triana, E., & Mayasari, N. (2025). *Formulasi Hukum Fiqih Tentang Akad Belanja Online Dalam Paradigma Pemikiran Ulama Kontemporer*. (3031-0458 In), 1550–1559.