CONTRIBUTION AND RELEVANCE OF IMAM ABU HANIFAH AND ZAYD BIN ALI'S THINKING ON CONTEMPORARY ONLINE BUSINESS PRACTICES

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Abstract

This study aims to reveal the contribution of Islamic economic theory in the Classical Age (Phase 1): 5th century H/11M and its relevance to online business practices in Contemporary Indonesia. This research is important because the practice of buying and selling in the classical era is different from buying and selling in the modern era. The modern era demands that economic practices run efficiently and cover a wide area. This can be done with technology. While buying and selling in the early days of Islam required transactions to be done physically, so that there was no fraud. The main problem is that practically online business in this modern era, the buyer does not meet the seller directly, even though the merchandise has been agreed upon between the two parties. So the formulation of the problem
is how is the contribution of Abu Hanifah and Zayd bin Ali in online business practices? These two classical Muslim scholars have come a long way back in producing a theory that is relevant to online business. This is because they pay attention to anthropological aspects and the economic level of the lower middle class. This research method is qualitative based on data from the book Tuhfat Thullab Bisyarhi Tahrir Tanqih Al-Lubab by Zakaria Al-Ansari. The data analysis method is critical analysis by taking classical economic theory in the book and then analyzing it to see current online business practices. There are two major concepts, namely the sale and purchase of salam or the downpayment system and the bai' taqsith or credit system. E-commerce such as Instagram, Tokopedia and Shopee have carried out this practice. The results of this study are the concepts of the two figures are relevant to be practiced in online business. The law is legal, as long as there is no fraud.

**Keywords:** Online Business, Abu Hanifah, Zayd Bin Ali, Downpayment, Credit System

**Citation:**

**INTRODUCTION**

The development of trading transaction activities at this time is very diverse. The diversity of forms of trading activity is a consequence of the development of science and technology in this digital era.

Online buying and selling activities are buying and selling practices that are mostly carried out by the millennial generation. One form of trade transactions that occur in this era is trading with online-based technology. For example, Instagram, Shopee and Tokopedia. Instagram is a photo and video sharing application that allows users to take photos, take videos, apply digital filters, and share them on various social networking services. but now he has turned to the business world which allows to get a market in society. The features that are the mainstay of Instagram in business are uploading photos, captions,
comments, hashtags, Instagram stories, live Instagram, direct messages, and geotagging.

Tokopedia and shopee are some examples of online malls in Indonesia that carry a marketplace and online mall business model. The form of an online mall that brings together sellers and buyers and allows for online buying and selling transactions to be safe and comfortable. Very fast growth rate in Indonesia although he is still young, both in the number of members, the number of products to, the number of buying and selling transactions every day, but the users are very large.

Buying and selling online is one of the trading activities carried out without requiring a direct meeting of buyers and sellers (Quail, 156). Buyers upload their merchandise to internet services to be offered to potential buyers. Prospective buyers can access the goods they want to buy on internet services. Although on the one hand there is convenience, namely the efficiency of time and place, this condition certainly raises doubts because the goods to be purchased are not clearly known for their form and quality. Based on this doubt, of course, it will lead to unlawful acts that will harm one of the parties.

Online business is more familiar with the term electronic commercial or shortened to e-commerce which means trading or buying and selling mechanisms that occur via the internet where sellers and buyers can meet directly but not face to face. Another opinion also says that E-commerce is a process of buying and selling products electronically by consumers and from companies with computers as a means of intermediary transactions (Laudon & Laudon, 1998).

They express the opinion that e-commerce is a dynamic set of technologies, applications, and business processes that connect companies, consumers, and certain communities through information and electronic transactions and trade in goods.

It should be a shared concern that e-commerce is not only a mechanism for selling and buying goods but also including the marketing, development and service processes that are transacted via the internet (Nasrullah, 33). So it can be concluded that or e-commerce is a business activity by utilizing the internet as an effective
communication tool which is expected to have easier access than a business that is done manually.

The economic concept used in e-commerce is actually using a buying and selling system that has happened a long time ago. For example, the activity of buying and selling goods by way of orders or advances ordered goods that are deferred delivery of goods at a certain time. The payment is made in advance and the object of sale is submitted later according to the agreed delivery time. This sale and purchase is known as the sale and purchase of greetings. These two forms of buying and selling, namely buying and selling online and buying and selling greetings have the same form of implementation, namely payment is made first before the delivery of the goods is handed over to the buyer.

If we look at economic developments in the Classical Age (Phase 1): 5th century H/11M, you will see the development of economic thought in the Basic Phase, namely the exploration of the concepts of maslahah and mafsadah, implementation of fiqh and a little influence of Sufism. Among the characters are Zaid bin Ali (d. 150 H/767 AD), Abu Hanifah (d. 150 H/767 AD). The economic concepts of these two figures are still very relevant to be used in online business transactions.

One of the important aspects related to human relations is the economy. Islamic teachings on economics have principles that are sourced from the Qur'an and Hadith (Antonio, 114).

These general principles are eternal, such as the principles of monotheism, justice, benefit, freedom and responsibility, brotherhood, and so on. These principles form the basis of economic activity in Islam which is technically operational, always evolving and can change according to the times and civilizations faced by humans (Arwani, 2).

The implementation of the Islamic economic system has existed and was carried out by the Prophet Muhammad as a role model for Muslims. The birth of fiscal policy in the Islamic world is influenced by many factors, one of which is because fiscal is part of a public economic instrument. Prophet Muhammad SAW served as head of state in Medina and then changed the state's economic and financial system in accordance with the provisions of the Qur'an.
Fiscal and financial policies receive serious attention in Islamic economy from the very beginning. In an Islamic state, fiscal policy is one of the tools to achieve the goals of sharia as explained by Imam Al-Ghazali including increasing welfare while maintaining faith, life, intellect, wealth and ownership (Edwin, 112)

The principles of Islamic economic policy brought by Muhammad are 1. Everything that has been given by Allah to humans is temporary. 2. Wealth should not be hoarded, but must be circulated. 3. Economic exploitation in all its forms must be eliminated, such as exploitation of natural resources and human resources. 4. Economic differences between individuals must be eliminated so that there is no conflict between groups. 5. Establish mandatory and voluntary obligations for all individuals, including the poor. And 6. Market mechanism (market controller)

The contribution of Imam Abu Hanifah regarding the design of contracts in the sale and purchase of greetings with the phenomenon of buying and selling transactions that occur in the millennial generation, especially Muslims.

Abu Hanifah is who lived during the Umayyad State. He is known as an expert in Islamic law. In addition, he was also known to work as a merchant and tailor at that time. Imam Abu Hanifah contributed thoughts on the concept of economics. One of them is related to the sale and purchase of greetings. Imam Abu Hanifah criticizes the contract procedures that occur during salam buying and selling transactions with the aim of avoiding disputes between the parties to the transaction.

Likewise with Zayd bin Ali, the initiator of credit sales at a higher price than the cash price. At that time Zayd bin Ali had begun to develop the process of buying and selling goods with a credit system or deferred payment transactions. At that time the higher price is determined by the seller, if the buyer delays payment in installments then it is compensation to the seller, because the seller makes it easy for the buyer in payment. This transaction is legal and justified as long as the transaction is based on the principle of mutual consent between the two parties. Zayd bin Ali appears in his thoughts about the validity of buying and selling tough at a higher price than buying and selling in cash. His thoughts are also relevant and contributing to the development of e-
commerce. He always refers to the Koran as the legal basis for trading. For example, one of them is contained in the Koran regarding the principle that types of transactions for goods or services are lawful if they are based on consensual consent. As the word of Allah in the chapter An-Nisa'(4) verse 29:

Meaning: *O you who believe, do not eat each other's wealth in a vanity way, except by way of commerce that applies with mutual consent among you.* (QS. An-Nisa [4]: 29).

Based on the above background, it is very important to look at the classical Islamic framework and its practice in the era of technology and online business so that business people can carry out their business in accordance with the applicable Islamic law.

**BACKGROUND THEORY**

The main theory in this research is the implementation of buying and selling. The phenomenon of buying and selling has always played an important role in human economic life throughout the ages.

Etymologically, buying and selling is the process of exchanging goods for goods. (Pasaribu & Lubis, 18). Meanwhile, in terms of terminology, according to some scholars' opinions, According to Imam Abu Hanifah is the exchange of *maal* (goods or property) with *maal* which is done in a certain way. Or, exchanging valuable goods with the like in a legal and special way, namely *ijab-qabul* or *mu'aathaa'* (without consent) (Wahbah, 27).

Abu Hanifah's theory is that the sale and purchase of salam is selling an item whose delivery is delayed, or selling an item whose characteristics are clearly stated with a capital payment in advance, while the item is delivered by driving the day that is characterized by liability. Meanwhile, according to the Sharia Economic Law Compilation, salam is a financing service related to buying and selling whose financing is carried out at the same time as ordering goods.
Syafi'i and Hambali define a *salam* contract as a contract for goods whose specifications are identified to be delivered at a certain time with the delivery of a price (money) during the contract session (contract assembly). Maliki defines *salam* as a sale and purchase transaction carried out by giving a price (money) in advance and delivery/delivery of goods at a certain time in the future.

Scholars from the four schools of Shafii, Hanafi, Maliki, Hanbali, Zaid bin Ali and the majority of scholars allow buying and selling with credit practices, good The price of the goods that are the object of the transaction is the same as the price of cash or cash higher. However, they require clarity of contract, namely: there is an understanding between the seller and the buyer that buying and selling is indeed with the credit system. In this kind of transaction, usually the seller mentions two prices, namely chas and credit. Buyers must clearly want buy with cash or credit (Mustofa, 49).

Online shopping with a credit system, which is a way to sell goods with non-cash payments (deferred payments or in installments). With this system we can shop even though we don't have money though, because we can make payments in the future directly credit or in installments over several months. And shopping online can be paid via ATM, I-Banking, M-banking or pay via mini market like indomaret (Badriyah, 3).

Online shopping through the marketplace is a service that very popular, the marketplace is an internet-based online media (web based) a place to conduct business activities and transactions between buyers and seller. Buyers can find as many suppliers (sellers) as possible by desired criteria, so as to obtain according to market prices. As for suppliers (sellers) can find out the companies who need their product or service. More business activities efficient and broad in introducing business or business to many clients (customers) globally without any distance and regional (place) restrictions.

**PREVIOUS STUDIES**

First, the implementation of Imam Abu Hanifah's thoughts regarding the greeting contract among the millennial generation written by Ibtisam Abdul Halim Talli, Kurniati from the Alauddin State Islamic University Makassar. They discussed the description of the
salam contract on the practice of buying and selling online. The conclusion is that buying and selling online is a buying and selling transaction that is agreed upon by determining certain characteristics in the contract by paying the price of the goods first, while the goods are delivered later. online buying and selling has similarities with buying and selling with a salam contract, namely buying and selling with the delivery of goods done later, paying the price of the goods first. The Muslim Millennial Generation certainly contributes to carrying out this activity by always holding on to the principles that have been formulated by Islamic law scholars, especially Imam Abu Hanifah.

Second, Trisna Taufik Darmawansyah and Miko Polindi with the title As-Salam Contract in the online buying and selling system (online shopping case study at Lazada.co.id) in 2020. This article reviews the salam contract in online buying and selling, especially in the Lazada application. The difference between this research and the research articles by Trisna Taufik Darmawansyah and Miko Polindi lies in the focus. Trisna Taufik Darmawansyah and Miko Polindi's research focuses on the analysis of salam contracts that occur in the Lazada application, while this study focuses on reviewing Imam Abu Hanifah's thoughts about buying and selling greetings on online buying and selling activities that occur in online buying and selling in general.

Third, the title of the article on Islamic economic thought in the first phase (Zayd bin Ali and Abu Hanifah) by Fahrina Yustiasari Liri Wati and Muhammad Rafai HA from STAI Ahsanta Jambi is only a description of the history of Islamic economic thought in the early centuries. The description of the economic concepts of the figures of Zyad bin Ali and Abu Hanifah is only a little, namely the credit system and sale and purchase of greetings without providing a case for the application of these concepts into contemporary economic practice.

Fourth, Application Of Buying, Contract Salam In Shopee Service written by Ari Kurnia Sri Rahayu from IAIN Ponorogo. This study which used a qualitative method aimed to determine the relevance of the implementation of online buying and selling on Shopee services with the implementation of buying and selling with a salam contract. Transactions with salam contracts will provide benefits to both parties. Therefore, buying and selling greetings is allowed as an economic
activity based on the basis in the Qur'an and Hadith and have wisdom for both parties to fulfill daily activities.

From the three previous studies above, it provides a brief review that classical Muslim economic thinkers have started in providing the basics of economics in the online market. However, the practice in contemporary life is not widely explained. So this discussion will be the main topic in the author's article.

**METHODOLOGY**

The type of research that is relevant for this research is qualitative, because it uses written data (library) in the form of books, books, research reports, journals, and articles and so on. Researchers describe research problems by exploring concepts or phenomena so that they are easy to understand (John W. Creswell: 4). In this context, the researcher examines the thoughts of the two classical economic figures from the classic book, then looks at the application of the concept to online business in this modern era.

Primary data sources are the main data sources in which there is basic information about the problems being studied or about to be studied (arikunto: 83). In the context of this dissertation, first, the researcher obtained primary data from *Tuhfat Thullab Syarah Tahrir Tanqih Lubab Fi Fiqhi Al Imam As-Syafii* by Zakaaria al-Anshari. As for other sources to see the practice of the theory of these two figures, the researchers traced them to online business.

The secondary data sources are data that support and strengthen from primary data, such as the works of journal articles related to the title, as well as books on the history of Islamic economic thought such as the history of Islamic economic thought from classical to contemporary times by Euis Amalia in 2014, the book civilization of Islamic economic thought by Boedi Abdullah in 2010 and so on.

The analysis of this research used descriptive analytical method, namely collecting data according to the truth (Sugiyono: 8). This method consists of three steps namely Object Description. Researchers searched for information about the theory of Abu Hanifah and Zaid bin Ali, namely credit and *salam* contracts. Second Codification of data. Researchers processed and grouped the data for later analysis, namely the elaboration of the economic concepts of the two figures and the
third interpretation of the data. The data is processed, compiled, and analyzed in order to get an objective picture of research problems. The researcher refers to the basis of the literature, namely examining the economic thoughts of the two figures, namely Abu Hanifah and Ziyad bin Ali in the book of *Tuhfat Thullab Syarah Tahrir*, then using these findings to look inside the phenomenon of online business, so that it can be seen how far the economic concepts of the two figures above can actually be applied to online buying and selling transactions.

**RESULTS AND DISCUSSION**

Before describing the contribution and relevance of the two classical economic figures, Abu Hanifah and Ziyad bin Ali, it is necessary to first describe the background of life and science.

Abu Hanifah was born in Kufa in 80 Hijriyah (696 AD) and died in Baghdad in 150 Hijriyah (767 AD). Abu Hanifa lived for 52 years in the Amawiya period and 18 years in the Abbasid period. His name in his childhood was Nu'man bin Thabit bin Zautha bin Mah. His father descended from the Persian nation (Kabul-Afghanistan), but before he was born, his father had moved to Kufa. Therefore he is not a descendant of the original Arab nation, but from the Ajam people (a nation other than the Arabs) and he was born in the midst of a Persian family (Moenawar, 19).

As a Muslim scientist, he has written many works including Kitab al-Sunna, Kitab al-Ra'yu, Kitab al-Syurut which discusses agreements, Kitab al-Fiqh al-Akbar which discusses the science of Kalam or theology. His economic concepts are widely used as references by many Islamic scientists in their works.

At first Abu Hanifa was a merchant. Because his father was a big trader and had met with Ali bin Abi Talib. At that time Abu Hanifah had not focused on knowledge, participated in trading in the market; selling silk.

In addition to doing business, he is diligent in memorizing the Qur'an and likes to study the science of qira'at, hadith, nahwu, literature, and theology. Abu Hanifah's teachers were mostly tabi'in, among them were Imam Atha bin Abi Rabah (died in 114 H); Imam Nafi 'Muala Ibn Umar (died in 117 H). The scholars of jurisprudence who became his most famous teachers were Imam Hamdan bin Abu
Sulaiman (died in 120 H); Imam Hanafi studied with him for about 18 years. Among them were also Abu Hanifah's teachers, namely Imam Muhammad al-Baqir, Imam Ady bin Thabit, Imam Abdul Rahman bin Harmaz, Imam Amr bin Dinar, Imam Mansur bin Mu'tamir, Imam Syu'bah bin Hajjaj, Imam Ashim bin Abin Najwad, Imam Salamah bin Kuhail, Imam Qatadah, Imam Rabi'ah bin Abi Abdur Rahman, and others from the tabi'in and tabi' tabi'in scholars (Mubarok, 73). Imam Abu Hanifah is a scholar who is wise in conveying knowledge and right on target in providing a solution to the problems that occur, and has a big heart. Abu Hanifah died in 150 H, the year of the Imam Shafi'i was born. Abu Hanifah was buried in the Khaizaran Public Cemetery.

Zayd bin Ali's full name is Imam Zayd ibn Ali Zainal Abidin ibn Husayn as the fifth Imam of the two Imams in the Shia group. Zayd bin Ali is the son of the fourth Shia Imam, namely Ali Zainal Abidin and the grandson of Husain bin Ali, the fifth Shia Imam. Zayd bin Ali was born in Medina in 80 AH / 699 AD. After Ali Zainal Abidin died in 94 H, at that time Zayd was 14 years old, then he studied with Sheikh Ja'far As-Shidiq, at that time he was raised by Muhammad Al-Bahir

Analysis of the contribution and relevance of Abu Hanifah's economic theory: downpayment and its practice on buying and selling on Instagram

Imam Abu Hanifah's experience with his profession as a merchant gave a lot of influence in carrying out his legal ijthad. His profession as a trader provides guidance for Imam Abu Hanifah to see the realities that exist in society which are used as a foothold in finding solutions to problems that occur in society at that time.

Imam Abu Hanifah is a Fiqh expert who is also known as a merchant by profession. He certainly often conducts trade transactions. Imam Abu Hanifa gave his opinion regarding the provisions of the salam contract. Sale and purchase of greetings is a transaction of buying and selling goods that are not traded yet (Sudiarti, 90).

Salam contract in principle is very effective to be enforced. This can be reflected in the principles and principles contained therein. The principles include: 1) the principle of aqidah, or the principle of monotheism; 2) The Principle of Justice; 3) The principle of Al-Ihsan (doing good); 4) Al-Mas'uliyyah principle (accountability); 5) The
principle of balance The principle of Al-Wasathiyah (al-‘itidal, moderate, balance); and, 6) The principle of honesty and truth

The text of Abu Hanifah theory written in this book
Sale and purchase of greetings is a transaction of buying and selling goods that are not traded yet. Delivery of goods is submitted later and payment is made in cash. Generally, salam transactions are applied in purchasing goods that do not yet exist, such as agricultural commodities which are sold by banks and banks resell in cash or in installments.

The main requirement for a salam transaction is the inclusion of all specifications of the goods in the contract. If the goods delivered are not in accordance with the specifications specified in the contract, the seller is responsible for repairing by re-procuring the goods in accordance with the specifications specified in the agreement or returning all payments that have been received by the seller.

The legal basis for the permissibility of the salam contract is stated in Q.S Al-Baqarah [2]:282
O ye who believe! when ye Deal with Each other, In transactions involving future obligations In a fixed period of time, reduce them to writing let a scribe write down faithfully As between the parties: let not the scribe refuse to write: As Allah has taught him, so let Him write. let Him who incurs the liability dictate, but let Him fear His Lord Allah, and not diminish aught of what He owes. if They party liable is mentally deficient, or weak, or unable Himself to dictate, let His guardian dictate faithfully, and get two witnesses, out of your own men, and if there are not two men, then a man and two women, such As ye choose, for witnesses, so that if one of them errs, the other can remind her. the witnesses should not refuse when They are called on (for evidence). Disdain not to reduce to writing (your contract) for a future period, whether it be small or big: it is juster In the sight of Allah, more suitable As evidence, and more convenient to prevent doubts among yourselves but if it be a transaction which ye carry out on the spot among yourselves, there is no blame on you if ye reduce it not to writing. but take witness whenever ye make a commercial contract; and let neither scribe nor witness suffer harm. if ye do (Such harm), it would be wickedness In you. so fear Allah. for it is god that teaches you. and Allah is well acquainted with all things.

From Ibn 'Abbas narrated from Messenger Muhammad when he came to Medina, and found his people using the salaf contract (salam) on fruits for 1,2,3 years. He (SAW) said: "Whoever performs a salaf transaction (order in advance), should state (specifically) in a clear volume, a clear dose and a clear time”.

The provisions for recording accounts payable also need to be applied in the salam sale and purchase contract because it details the goods to be sold but not yet owned by the buyer is a form of trust and avoids fraud and losses from one party.
Salam contract has pillars and conditions that must be met. The pillars and conditions are:

1. Contracting parties (seller and buyer who transact).

2. The contracted object or goods ordered or sold. The goods sold must have clear characteristics, prices, and delivery times when the agreement takes place.

3. Shigat or *ijab-qabul* (handover). Ijab qabul is a statement that is clear and understood by the parties to the transaction. Does not contain double meaning.

   There are six conditions for the salam contract.

   First, the price of the goods must be known, whether in money or with other valuables.

   Second, the exact price is known.

   Third, the submission of prices as traders' capital must be carried out in one contract assembly.

   Fourth, the goods being traded must be in the control of the merchant.

   Fifth, the value of traded goods can be predicted based on the specifications of the goods. Sixth, the need to determine the time of delivery of merchandise (Sabiq, 121)

   There are four main conditions in the salam contract, namely the
period of time, the form of the goods when entering into the agreement, the place to enter into the agreement, and a clear price.

The first provision is the period of delivery of the goods after the buyer pays the price of the goods to the seller. This provision is intended to ease the supply of merchandise. Second, the provisions of the terms of the form of goods when the contract takes place. The third condition is the determination of the place where the contract takes place, the parties who transact must come to a place that has been determined as the place where the contract takes place. The fourth condition is that the price of the goods is clearly based on the specifications of the goods being traded both in terms of nature, quantity, weight, and length (Rusyd, 164).

According to him, if the specifications of the goods are not explained in the contract, then the salam contract has similarities with buying and selling something that has not been made. Abu Hanifa. Be careful when entering into a salam transaction contract that is different from a general sale and purchase contract.

One of the benefits of buying and selling for the community is to meet their daily needs. So that buying and selling with a salam contract is allowed in Islamic law (Adiwarman, 93). The benefits obtained by the seller as the party who ordered, namely:

1. The seller can get halal and good capital, so he can run his business and expand his business without having to pay any interest.
2. In fulfilling the request of the buyer/buyer, the seller has the authority and power.

Then the benefits obtained for the buyer, there are:
1. The buyer gets a guarantee regarding the goods or products he needs.
2. Items ordered as desired

This system of salam can be practiced in shopee and tokopedia. The application of the salam contract in Shopee and Tokopedia transaction practices is as follows:

1. A Buyer (al-Muslim) is able to carry out the contract or transaction of the buyer and must keep the agreement on the transaction that has been approved. From practice, an indicator of buyer willingness
can be seen from buyers choosing their own products provided on Shopee/tokopedia services.

2. A seller (al-muslam ilaah) provides goods. If the buyer has paid, it is the seller’s obligation to package and send the goods according to the agreement.

3. Goods submitted (muslam fihi) according to the criteria specified in the contract. Buyers are given the freedom to choose materials/products according to their needs.

4. The price is agreed upon at the first contract between the buyer and seller. The payment process is also carried out when the agreement is first made. There has been clearly stated the price of the product. Likewise payment methods, such as through Alfamart/Indomaret, Shopee Pay/GoPay or bank transfer.

The validity of the salam contract means that the seller has the right to obtain capital (ra’sul mal) and is obliged to deliver the goods to the buyer. The buyer is also entitled to own the goods purchased according to the specifications agreed between the seller and the buyer, and is obliged to pay the seller.

In the Shopee/tokopedia application, the facilities obtained are the existence of a service for sales transactions of various products, guaranteed safe shopping with guarantees, purchases of various products, the ability to do business, the ability to seek product recommendations and share happiness. The existence of an agreement between the seller and the buyer is expected not to present fraud.

Shopping at Shopee/tokopedia services with the implementation of a salam contract, guarantees that the goods purchased will be safe. In addition, the guarantee of the goods to the original buyer. Another advantage of this service is that it can track how far your goods have been sent. Thus, the sale and purchase transaction has fulfilled the pillars of buying and selling. Both parties willingly. Then the law becomes valid.

Analysis of the contribution and relevance of Ziyad bin Ali’s economic theory: the credit system and its practice in buying and selling at Tokopedia and Shopee
Zayd bin Ali is one of the famous fiqh experts in Medina. Zaid bin Ali allowed the sale of a commodity on credit at a price higher than the cash price is the initiator of selling on credit at a price higher than the cash price. Zayd bin Ali allowed the sale of it. It's just that Zayd bin Ali does not allow the price of the deferred payment to be higher than the cash payment, such as the addition of payments in delaying the repayment of a loan, because the addition to the delay is usury.

At that time Zayd bin Ali had begun to develop the process of buying and selling goods with a credit system or deferred payment transactions. At that time the higher price is determined by the seller, if the buyer delays payment in installments then it is compensation to the seller, because the seller makes it easy for the buyer in payment. This transaction is valid and justified as long as the transaction is based on the principle of equal pleasure between the two parties.

The installment sale is a financial transaction through which the selling price of a product is paid in two payments, or a group of payments during a specified period of time. Installment sale is also known as the selling of a certain thing by a person, in exchange for a portion of its value immediately, and the remaining amount is obtained on arranged payments; Until the full amount is paid. Another definition of installment sale is that it is a selling method that allows deferring part of the financial profits to future periods, and the buyer has to pay annual or regular installments or payments during a predetermined period. Installment sale is also known as a sale contract that depends on a deferred price that is performed at separate times. and information.
The increase in the price in return for facilitating payment is known as installment sale, which is legally permissible, which is what the four schools of thought went, and Islam would not prevent a contract in which there is benefit for people, and there is no harm to them, and the permissibility of this contract is in line with what the minds decide, and supported by theories. It is economic that time has its effect on money, provided that this is in the context of a transaction in which there is no legal prohibition, and one of the important conditions for the permissibility of this sale is that the two parties agree upon the contract on the period of postponement, the method of payment, and the total price. In any case, selling in cash at a price, and selling in installments at another price is permissible, provided that one of the two methods is agreed upon at the beginning of the contract, and the two parties together or one of them are not left free to choose after the contract, so that he amends it if he likes... This is not permissible.

Based on the text above, according to Zayd bin Ali, the sale of an item on credit at a price higher than the cash price is a form of legal transaction and can be justified as long as the transaction is based on the principle of mutual pleasure between the two parties. The usual case is the purchase of goods on credit or transactions for which payments are deferred. In this case, the higher price determined by the seller (if the buyer delays payment in installments) is a compensation to the seller for making it easier for the buyer to make payments.
In principle, the type of transaction of goods or services that is lawful if it is based on consensual consent is allowed. As the word of Allah in the chapter An-Nisa verse 29:

Meaning: O you who believe! eat not up your property among yourselves In vanities: but let there be amongst you traffic and trade by mutual good-will: nor kill (or destroy) yourselves: for Verily Allah hath been to you Most Merciful!

Credit is allowed in the Islamic law of buying and selling. Credit is buying goods at a price that differs between payments in cash and when with a grace period.

In commercial activities based on credit sales, it should be noted that traders make a profit from it, such income is part of commerce, not usury. The agreement reached in the case of a person who sells goods on credit, for example, he does so to promote his business. For this reason sellers with credit can charge different prices for different payment times. A person who buys goods on credit gets productive assets that can provide profits, and making a profit is one of the goals of commerce carried out by the borrower. In this case, the difference between the cash price and the deferred price is the profit value – not usury–.

Buying and selling credit is a type of buying and selling that is popular among the middle and lower classes of society. A buying and selling mechanism that allows you to get the items you need with limited income. With this mechanism, buyers can own goods at relatively high prices, without having to pay cash or cash. Credit buying and selling is a buying and selling mechanism where the price of goods is paid periodically (installation, installments) within an agreed period of time. Where the seller must pay the price of the goods in installments in a certain amount and period (Djuwaini, 275)
Among the credit principles are:

1. Character is the nature or character of a person who will be given credit.
2. Capacity, is an assessment to determine the customer's ability to pay off its obligations.
3. Capital (capital), is to see whether the use of capital is effective or not.
4. Condition (state). This is to avoid the possibility of relatively small non-performing loans.
5. Collateral, is a guarantee given by prospective customers, either in the form of physical or nonphysical.

The general terms in the sale and purchase contract have been explained in detail in fiqh books. However, buying and selling on credit has special requirements, one of which is that the maturity or payment period has been definitively determined. Because, time is the most basic thing in buying and selling on credit. In buying and selling on credit, the two parties who are transacting must know the time. Because, the uncertainty of time can lead to disputes at a later date, so that it can damage the sale and purchase. So, if the time for payment of installments (installments) is determined definitively, for example at the end of each month, then according to the agreement of the scholars the sale and purchase is valid. Such time has the possibility of going forward or backward, and it is possible that for some reason the harvest does not occur. The Maliki, Shafi’i, and servant schools have the opinion that delaying the payment (tsaman) to an unclear time limit can cancel the contract. While the Hanafi Mahdzab stated that the sale and purchase was not canceled due to the uncertainty of the time which was still light in scale. For example, the arrival of the hajj or harvest season. Meanwhile, based on the narration of Imam Ahmad, Ibn Shibraman argued that the contract was still valid, only the delay in payment time invalid (invalid).

From the differences of opinion above, the fiqh experts conclude that the above is a fasid (damaged) condition. This means that buying and selling can be canceled with fasid conditions. This is because the payment tempo is always attached to the contract, so it should not be accompanied by uncertainty. As for when there is a delay in the
payment, it is permissible to postpone or extend the installment period with several conditions:

a. The price of credit includes the type of debt.

b. The price (payment) is not a replacement for money exchange, and the price submitted is not in the sale and purchase of greetings

c. There is no heinous cheating element to the price

d. Knowing the first price when buying and selling credit occurs in buying and selling mutual trust between the seller and the buyer.

e. Does not increase the price of payments or profits when the debtor (credit) is late in making installments.

f. The purpose of buying goods on credit is so that he can use them immediately or for trade (Nawawi, 115)

Credit practices at Shopee and Tokopedia are carried out through the application, namely: marketplaces. Users or prospective buyers on Shopee and Tokopedia register themselves to activate Shopee PayLater or go pay.

Zayd bin Ali and the scholars allowed buying and selling credit. The most important thing carried out with good buying and selling rules or guidelines, then the clarity of the agreement between the seller and the buyer must exist clear agreement at the time of carrying out the consent and qabul. This will underlie mutual willingness and no one will feel harmed. As for the additional price in Shopee PayLater credit or go pay is as a deferral price.

1. It is clear that in the Shopee and Tokopedia marketplaces there are sellers and buyers, but the two are not met directly.

2. There is no coercion (like and like), Buyers are free to choose goods that they will buy. The willingness of The Shopee marketplace party can be described when the marketplace Shopee and Tokopedia provide loan funds to Shopee PayLater or Go Pay users to shop

3. Sellers and buyers in the Shopee and Tokopedia marketplaces must someone who is mature / intelligent, because the user Shopee marketplace must verify personal data with use ID card
4. In the Shopee and Tokopedia marketplaces, when the goods are being sold buy it out, there must be a description of it running out, and it’s definitely an item what is being traded exists.

5. When the buyer has purchased the goods according to the goods purchased, the seller will send the goods according to the term set time.

CONCLUSION AND RECOMMENDATION

Conclusion

Based on the research above, the two classical economic figures, namely Abu Hanifah and Zayd bin Ali, contributed to the implementation of economics in the contemporary era. this is evidenced by buying and selling online using a credit and downpayment system. The result of relevance is that the two economic theories are applied in the Tokopedia and Shopee marketplaces. both provide services that are open and in accordance with the applicable legal provisions in Islam in the context of buying and selling transactions. The facilities offered are not only in terms of ease of access, but also ease the needs of buyers, conducted openly and based on agreements. Although the buyer and seller do not meet in person, the product is displayed with complete descriptions and specifications so as to avoid cheating. Shopee and Tokopedia services also provide a complaint facility if the goods sent are not in accordance with the order. So that the sale and purchase can be said to be legally valid

Recommendation

Based on the research above, there are still many figures in Islam in the classical period who produced works in the form of economic theories. Their principles are on fairness, transparency and no cheating is allowed in trading transactions. the researchers suggest that they dissect their economic theories in classical books and then use them as an analytical tool to see buying and selling practices in this contemporary era.

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