

Gharar in Shafi'i Jurisprudence: Reassessing Its Validity in E-Commerce Transactions

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Introduction

Information technology has transformed *muamalah* practices, particularly through e-commerce (Indiharwati, 2025). E-commerce refers to commercial transactions involving goods, services, funds, or data over the Internet or other computer networks (Begum & Kavitha, 2023). Transactions that were once face to face based have now shifted to digital, cross-border, and instantaneous. The existence of e-commerce has triggered a paradigm shift in contract structures, business strategies, and customer behavior. Global e-commerce sales are projected to exceed USD 6,3 trillion by 2024 (Statista, 2024). This development will be particularly rapid in predominantly Muslim regions, such as the Middle East and Southeast Asia. As a Muslim majority country, Indonesia reported more than IDR 476 trillion in e-commerce transactions by 2023 (Statista, 2024).

Such digital transformations have given rise to new jurisprudential concerns in Islamic business, especially in the Shafi'i school of thought (*madzhab Shafi'i*), which has traditionally emphasized clarity and certainty in contracts. These concerns relate to the issue of the prohibition of *gharar* in online commerce, including unclear product specifications, failure to deliver, and incomplete information (Wibowo, 2024). The term Shafi'i school refers to one of the four major Sunni schools of Islamic jurisprudence, founded by Imam Al-Shafi'i (d. 820 CE). Followers of this school, known as Shafi'iyyah, are characterized by strict adherence to textual evidence (*nash*), legal analogy (*qiyas*), and established legal maxims (*qawa'id al-fiqhiyyah*).

In Islamic law, *gharar* is defined as excessive uncertainty that can invalidate a contract (Kamali et al., 2018; Nehad & Khanfar, 2016). The evidence for the prohibition of *gharar* in Islam is found in Al-Qur'an surah An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

“O believers! Do not devour one another's wealth illegally, but rather trade by mutual consent. And do not kill each other or yourselves. Surely Allah is ever Merciful to you.”

As the main legal basis, the verse is reinforced by a Hadith narrated by Abu Hurairah:

نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ الْحَصَاةِ وَعَنْ بَيْعِ الْغَرَرِ

“The Messenger of Allah (peace and blessings of Allah be upon him) forbade the sale of al-hashah and the sale of *gharar*.” (Nasution et al., 2021)

The concept of *gharar* can be interpreted differently depending on the context (Noh et al., 2024), but the Shafi'i school of thought strictly prohibits it due to its potential to cause exploitation and injustice. Historically, this prohibition was framed

in the context of traditional, physical transactions where parties could directly observe goods and negotiate transparently (Abozaid, 2024; Saiti & Abdullah, 2016). Its primary aim is to protect contracting parties and uphold transparency and fairness (Mahdi, 2022). This raises a critical question, “*To what extent can the standard of gharar, as defined in the Shafi’i school of thought, be strictly applied in the context of digital transactions, whose characteristics are fundamentally different?*”

The reason for selecting the Shafi’i school as the main analytical framework lies in its legal rigor and prominence in Southeast Asia, including Indonesia, where the majority of Muslims adhere to this *madzhab* (Adil & Harun, 2020). Unlike other schools that may offer broader interpretive flexibility, the Shafi’i position on *gharar* is methodologically stringent and thus presents a unique challenge when applied to modern digital transactions (Hasan, 2017). Exploring how this school can accommodate or reinterpret traditional rulings in the e-commerce context is therefore both relevant and significant.

The prohibition of *gharar* ensures that no party is harmed due to hidden uncertainty or ambiguity (Saiti & Abdullah, 2016). Various studies have addressed *gharar* in modern Islamic finance (Nehad & Khanfar, 2016; Noh et al., 2024; Wijaya & Ismail, 2020), yet most remain general and do not specifically engage with the Shafi’i framework. The concept of *gharar* has also been studied in *tawarruq* private financing, where its existence is recognized but considered permissible based on certain principles (Thaidi et al., 2014), while the discussion of *gharar* in e-commerce is still very limited.

In the context of e-commerce, Suhaimi et al. (2013) and Yazid et al. (2023) have previously raised the issue and possible impact of *gharar* on Muslim consumer behavior, however, they do not go into detail regarding the Shafi’i viewpoint. According to Yazid et al. (2023), false advertising in e-commerce may contribute to *gharar*. Furthermore, prior studies that discuss *gharar* in e-commerce (Suhaimi et al., 2013; Yazid et al., 2023) do not explore its doctrinal validity in depth, nor do they engage with the tools of *usul al-fiqh* or *qawaid al-fiqhiyyah* within a Shafi’i framework. As a result, sharia scholars are left without a clear framework to assess the permissibility of digital transactions under the Shafi’i school.

This research aims to fill that gap by systematically examining how *gharar* is defined, classified, and potentially accommodated within the Shafi’i tradition, particularly when applied to e-commerce contexts. It seeks to address the following objectives to explore classical definitions and legal thresholds of *gharar* as formulated by authoritative Shafi’i jurists, identify how modern e-commerce practices may introduce *gharar* elements, and evaluate the possibility of reinterpretation within the

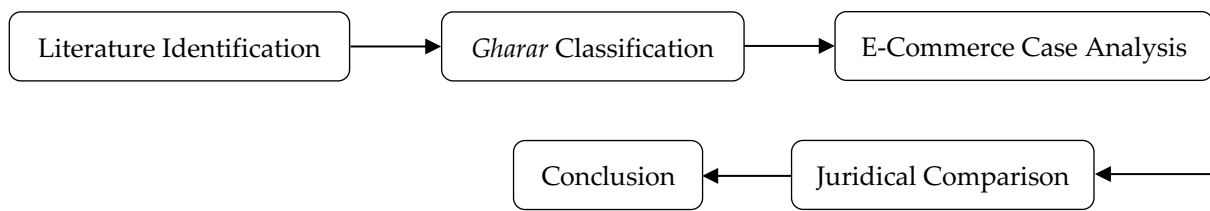
Shafi'i school framework that maintains doctrinal integrity while accommodating contemporary commercial realities.

The significance of this research is twofold. Academically, it enriches the discourse on *fiqh al-mu'amalat* by bridging classical Islamic jurisprudence with evolving technological practices. It also contributes to the underexplored field of *madzhab* based legal reasoning in digital economic transactions. Practically, this research offers a framework for sharia scholars, fintech developers, and e-commerce regulators to assess contractual validity, design consumer safeguards, and develop transaction models that align with both ethical and legal requirements in Islam. Ultimately, this research aspires to contribute not only to doctrinal clarity but also to the ethical alignment of digital commerce with Islamic principles, ensuring that innovation does not outpace integrity.

Methodology

This research employs a qualitative, normative juridical approach with a focus on content analysis. This method reviews legal issues from the perspective of positive law, focusing on the interpretation and application of legal norms and principles (Hamzani et al., 2024). The main object of this research is the concept of *gharar* in digital transactions. The research centers on interpreting the concept of *gharar* from the Shafi'i perspective and applying it to real world e-commerce scenarios. The data were collected through a two-stage process. *First*, literature search and identification, this step focuses on the process of searching and selecting relevant research (Višić, 2022). This step involved identifying and selecting relevant literature, including classical texts like *Mukhtashar Al-Umm* and *Al-Majmu'*, as well as contemporary peer-reviewed works on *gharar*, Islamic contract law, and Shafi'i methodology. *Second*, literature classification and thematic mapping, organizing the research results through thematic groupings and thematic mapping is necessary to facilitate data interpretation and synthesis (Višić, 2022). Identified sources were categorized based on content relevance, namely definitions of *gharar*, typology (e.g., *gharar fahish* and *gharar yasir*), and legal consequences in contract law. This step also included comparative categorization with contemporary e-commerce practices. The analysis employed a comparative juridical framework by juxtaposing classical Shafi'i rulings with current e-commerce transaction models. The method is integrated textual interpretation (*tafsir nash*) of *fiqh* sources, *qiyas* (analogy) for identifying legal parallels, *istidlal* (legal reasoning) using principles such as *maslahah*, *urf*, and *raf' al-dharar*, and hermeneutic analysis to adapt classical rulings in light of current commercial realities.

Figure 1. Research Flow Chart



Source: Data Processed

Figure 1 illustrates the sequential stages of this research methodology. Literature identification, the research begins with a comprehensive review of classical and contemporary sources on *gharar* in Islamic jurisprudence, particularly within the Shafi'i school. *Gharar* classification, in this step, the collected literature is analyzed to classify *gharar* into two main types, *gharar fahish* (excessive uncertainty) and *gharar yasir* (tolerable uncertainty). This classification is critical to assess the legal impact of uncertainty in modern contracts. E-commerce case analysis, this research then applies the *gharar* framework to real world e-commerce practices. Various types of online transactions are examined to determine whether and to what extent they contain elements of *gharar*. Juridical comparison, this stage compares the findings from classical jurisprudence with the realities of e-commerce. It explores how legal principles from the Shafi'i school can be interpreted or adapted to address the uncertainties identified in digital transactions. Conclusion, finally, the research synthesizes the results to conclude the applicability of Shafi'i legal standards to e-commerce. It also evaluates whether minor *gharar* can be tolerated and under what conditions reinterpretation may be justified.

Results and Discussion

Gharar in Shafi'i Jurisprudence

The concept of *gharar* (excessive uncertainty) is foundational in Islamic commercial ethics and jurisprudence, especially in contracts of exchange (*mu'awadhah*). It denotes transactional ambiguity that may lead to deception, dispute, or unjust enrichment. Classical scholars define *gharar* as any uncertainty regarding the existence, deliverability, or clear description of the subject matter. According to Az-Zuhaili (2011), *gharar* includes forms of deceit (*ghish*), ignorance (*jahalah*), and any uncertainty that undermines the ability to deliver the object of sale. The following is a discussion of the literature study based on the research stages that have been compiled. Both classical and contemporary sources distinguish 2 levels of *gharar*. This distinction is essential for understanding *gharar* in modern transactions, especially digital commerce, where achieving absolute certainty is often impractical. *Gharar fahish* (major

uncertainty) can be defined as significant ambiguity that invalidates the contract. This includes sales of non-existent items (e.g., unborn animals), items not in the seller's possession (e.g., runaway slaves), or objects with unknown outcomes (e.g., future harvests). These are uniformly prohibited in the Shafi'i school, as emphasized by Imam Al-Nawawi (1996) in *Al-Majmu'* and Imam Al-Muzanni (1993) in *Mukhtashar Al-Umm*, both citing Hadith that reject speculative pre-Islamic transactions such as *Habal Al-Habalah*, *Madhamin*, and *Malaqih*. *Gharar yasir* (minor uncertainty) can be defined as minor uncertainty that does not interfere with the essence of the contract and can be tolerated, especially in *tabarru'* (benevolent contracts) or when uncertainty is common and unavoidable. Kamali et al. (2018) and Nehad & Khanfar (2016) clarify that *gharar yasir* is permissible when it does not lead to dispute, harm, or exploitation.

The Shafi'i school applies a strict methodological framework rooted in textual evidence (*nash*), legal analogy (*qiyas*), and rules of *fiqh* (*qawa'id al-fiqhiyyah*), notably *al-gharar yufsid al-'uqud* (excessive uncertainty invalidates contracts) (Al-Suyuti, n.d.). However, it also recognizes the role of *'urf* (prevailing custom) in determining what constitutes tolerable uncertainty in practice. This balance allows for legal consistency while leaving limited room for contextual interpretation. Based on contemporary sources, scholars debate whether online sales that rely on pictures or short descriptions fall under *gharar fahish* or *gharar yasir*. Contemporary scholars argue that if the buyer's expectations are reasonably met and there is no deception, such a practice can be tolerated as *gharar yasir* provided it conforms to local norms (Noh et al., 2024). But what is the view of the Shafi'i scholars? *Gharar* is prohibited to avoid potential exploitation and fraud in financial transactions to protect all parties involved (Kamali et al., 2018; Mahdi, 2022). Imam Al-Ghazali in *Al-Mustasfa* (Hadi, 2018) emphasizes the importance of fairness and clarity in contracts as part of the objectives of sharia. Abedifar (2023) argues that to overcome this absurdity and incongruity, a *maqasid* approach (purposivism) should be used. The prohibition of *gharar* is in line with the broader objectives of *maqashid al-sharia*, which seek to protect wealth (*hifz al-mal*) and ensure fairness in economic transactions (Mahdi, 2022). Therefore, the provision of *gharar* must be read not only in a literal sense, but in terms of protecting the interests of the parties and the public good.

Many recent studies have examined *gharar* in the broader context of Islamic finance (Thaidi et al., 2014; Wijaya & Ismail, 2020), focusing on contracts like *tawarruq*, *mudarabah*, or *ijarah*. However, these works rarely engage with the specific doctrinal tools and interpretive boundaries of the Shafi'i school. Suhaimi et al. (2013) and Yazid et al. (2023) raise concerns about *gharar* in e-commerce, particularly in cases of false advertising or inadequate disclosure, but their discussions remain behavioral and

regulatory, rather than doctrinally grounded. Furthermore, they do not explore how *usul al-fiqh* or *qawa'id al-fiqhiyyah* can be employed to distinguish tolerable from intolerable uncertainty in digital contexts. While this research provide useful insights into contemporary Muslim consumer behavior, they do not offer a systematic framework rooted in the Shafi'i legal tradition. Very few research have explored the limits of *ijtihad* in the Shafi'i school of law regarding *gharar*, even though Imam Al-Juwayni and Al-Ghazali limited the room for reinterpretation so as not to contradict the *qat'i nash* (Hadi, 2018). In this school, reinterpretation of *gharar* must be done while maintaining *qiyas* (Syeed & El-Muhammady, 2024) and must not deviate from the principle of *ta'yin al-ma'qud 'alaih* (D'Alvia, 2020; Kamali et al., 2018) which is a condition for the validity of the contract. This gap leaves scholars, jurists, and fintech developers without a clear doctrinal benchmark when facing new e-commerce challenges.

This research addresses the above limitations by providing a doctrinally anchored exploration of *gharar* within the Shafi'i tradition, utilizing core classical texts such as *Al-Majmu' Sharh Al-Muhadzdzab* (An-Nawawi, 1996), *Mukhtashar Al-Umm* (Al-Muzani, 1993), and *Al-Ashbah wa Al-Nazair* (Al-Suyuti, n.d.). By reinterpreting these sources in light of current commercial realities, particularly online transactions, the research seeks to clarify, which modern uncertainties may be tolerated as *gharar yasir*, which ones remain forbidden as *gharar fahish*, and how legal maxims and contextual factors like *'urf* can mediate between classical doctrine and digital commerce. In doing so, this research contributes a structured Shafi'i perspective that is currently missing in the literature and offers practical guidance for aligning Islamic legal principles with evolving economic platforms.

Table 1. The Comparison between Shafi'i Theory of *Gharar* and the Previous Research

Aspect	Shafi'i Theory of <i>Gharar</i>	Previous Research	Critical Notes / Research Gap
Definition	<i>Gharar</i> refers to excessive uncertainty regarding the object, timing, or conditions of a contract (Al-Muzani, 1993; Al-Suyuti, n.d.; An-Nawawi, 1996).	Generally refers to <i>gharar</i> as "uncertainty" in transactions without deeper doctrinal grounding (Kamali et al., 2018; Nehad & Khanfar, 2016).	Previous reserach lack <i>madzhab</i> specific definitions and legal parameters.
Classification	<i>Gharar</i> is divided into: <ul style="list-style-type: none"> <i>Gharar fahish</i> (major), invalidates the contract. 	Rarely distinguish levels of <i>gharar</i> , often treat it as a singular concept (Suhaimi et	The absence of this typology weakens the assessment of <i>gharar</i>

	<ul style="list-style-type: none"> • <i>Gharar yasir</i> (minor), tolerated in certain contexts (Al-Suyuti, n.d.; Kamali et al., 2018). 	al., 2013; Yazid et al., 2023).	severity in modern cases.
Classical Examples	Selling unborn animals, fruits not yet ripe, or runaway slaves, all prohibited due to excessive uncertainty (Al-Muzani, 1993; An-Nawawi, 1996).	Contemporary reserach rarely cite classical <i>fiqh</i> examples or use primary Shafi'i texts.	Weak linkage between classical doctrine and modern applications.
Analytical Framework	Based on <i>nash</i> (texts), <i>qiyas</i> (analogy), and <i>qawa'id al-fiqhiyyah</i> such as <i>al-gharar yufsid al-'uqud</i> (excessive uncertainty nullifies a contract) (Al-Suyuti, n.d.).	Tend to use practical, behavioral, or consumer based approaches, not grounded in <i>usul al-fiqh</i> (Suhaimi et al., 2013; Yazid et al., 2023).	Lack of methodological rigor from the Shafi'i perspective.
Application to E-Commerce	Minor uncertainties (e.g., image and actual product) may fall under <i>gharar yasir</i> if accepted by custom (<i>'urf</i>) and do not lead to dispute (Noh et al., 2024).	Focuses on false advertising and lack of product clarity, but does not classify <i>gharar</i> or apply Shafi'i rules.	No evaluative model for <i>gharar</i> in e-commerce using <i>madzhab</i> based criteria.
Role of Custom ('Urf)	'Urf plays a role in determining tolerable uncertainty if not in conflict with text or ethics (Al-Suyuti, n.d.; Noh et al., 2024).	Largely absent or underdeveloped in previous literature.	Custom is underutilized as a harmonizing tool between tradition and innovation.

Source: Data Processed

Manifestation of Gharar in E-Commerce

The rapid expansion of e-commerce has introduced new transactional models. These developments pose practical challenges in applying classical *gharar* standards, especially in situations where the details of the product, price, or contract terms are partially unclear at the time of agreement. In the Indonesian context, Law No. 8/1999 on Consumer Protection regulates the principles of transparency and fairness in transactions. Article 4 letter c states that consumers are entitled to correct, clear, and honest information regarding the condition and guarantee of goods and/or services.

This is in line with the Shafi'i principle of requiring *ta'rif* (recognition) of the goods being sold. From the literature review and legal analysis, several consistent manifestations of *gharar* in digital commerce have been identified.

Transaction clarity in digital marketplaces is critical to maintaining consumer confidence (Indiharwati, 2025). Visual manipulations, such as the use of photo filters or the removal of content, can raise suspicion and reduce consumer confidence in the authenticity of information available in digital transactions (Hochstein et al., 2023). Yazid et al. (2023) argue that when consumers are misled, it constitutes *gharar*, as it violates the requirement of full knowledge (*ta'rif*) of the object of sale. In Shafi'i jurisprudence, this aligns with *jahalah* (ignorance), a classical basis for contract invalidity. An understanding of *gharar* in the context of e-commerce will be more comprehensive if it is linked to real practices that develop in society. Mystery box is one of the online sales practices where the buyer does not know the exact contents of the purchased product until it is received (Amin et al., 2023; Hill et al., 2016). Although often used as a marketing strategy, this practice has a strong potential to contain *gharar* *fahish* because it eliminates the clarity of the contract object (*ma'qud 'alaih*) (Amin et al., 2023). According to Imam Nawawi's view in *Al-Majmu'* (An-Nawawi, 1996), transactions whose objects are not clearly known or are still speculative are considered invalid. In the context of mystery boxes, uncertainty is not just small (*gharar yasir*) but concerns the entire substance of the contract. Therefore, according to the Shafi'i, this form of transaction is not valid according to fiqh law because it violates the principle of *ta'yin al-ma'qud 'alayh*.

Unclear delivery times, potential delays, and vague refund or return policies are common in e-commerce. Wibowo (2024) points out that such conditions introduce uncertainty in the contract's fulfillment, particularly when the seller does not have control over logistics or inventory. This mirrors classical prohibitions in Shafi'i *fiqh*, such as selling goods not yet possessed or uncertain in deliverability.

Many e-commerce platforms utilize layered and lengthy user agreements that are often not read or understood by buyers. Kamali (2018) stresses that *tafahum* (mutual understanding) is a foundational condition of valid contracts in Islamic law. When essential terms are buried in fine print or not accessible at the point of agreement, *gharar* arises due to asymmetry in knowledge.

Business models that require consumers to pay for products that are not yet available or have not been fully specified resemble prohibited practices in pre-Islamic Arabia, where uncertainty surrounded the object and outcome of the contract. According to An-Nawawi (1996), such transactions are invalid in Shafi'i jurisprudence due to excessive *gharar*. Pre-orders, for example, in the purchase of electronic devices

such as iPhones, are placed before the goods are physically available. This practice resembles the classical prohibition on *madhamin* (goods in the entrails of animals) or *malaqih* (fertilized fetuses) contracts, which are prohibited because the object and time of delivery are uncertain. However, if the seller provides an estimated delivery time, clear product specifications, and a refund policy, then pre-orders can be considered to have elements of *gharar* mitigation. This is in line with the opinion that as long as the speculative element is not dominant and accompanied by clarity of the rights and obligations of the parties, the transaction is classified as containing *gharar yasir* and does not invalidate the contract.

The Shafi'iyah is known for its strict adherence to the text, but that does not mean it rejects the application of *'urf* (common custom) and *maslahah mursalah* in contemporary conditions. In e-commerce, consumers have become accustomed to minor variations in color, size, or estimated delivery. This custom can be categorized as *'urf sahih*, as long as it does not violate clear texts and does not cause great harm. Noh et al. (2024) explain that minor risks, such as slight product variations or reasonable delays, are often seen as part of standard e-commerce behavior. A great scholar from the Shafi'i tradition, Imam Al-Ghazali, in *Al-Mustasfa*, supports the use of *maslahah* in deriving new laws as long as they do not conflict with the *maqashid al-sharia* (Hadi, 2018). Therefore, platforms that provide systemic consumer protection such as buyer protection features, money-back guarantees, or seller rating systems-contribute to the reduction of structural *gharar* and are in line with the principle of *raf' al-dharar* (removal of *mudharat*). Although *'urf* can be a basis for tolerance of *gharar yasir*, not all forms of *'urf* are valid to be used as evidence. *'Urf* that contradicts the text, such as the mystery box practice, cannot be justified, as Imam Nawawi asserts in *Al-Majmu'* that total uncertainty about the object of the contract renders it void (An-Nawawi, 1996). Therefore, the limits of *'urf* must be strictly delineated between *'urf sahih* and *'urf fasid*.

Reassessing Gharar Standards for Digital Transactions

Building on the findings, this section normatively assesses the validity of digital transactions under Shafi'i jurisprudence using *qawaid al-fiqhiyyah* and *ijtihad*. It examines how classical legal principles can address modern forms of *gharar* in e-commerce by evaluating their severity and exploring the scope for reinterpretation.

In classical Shafi'i *fiqh*, *gharar fahish* invalidates a contract when it affects its essential pillars *ma'qud 'alaih* (the object of contract), *thaman* (price), or *ta'yin* (delivery certainty). Cases such as the sale of unborn animals or fish not yet caught are cited as paradigmatic prohibitions (An-Nawawi, 1996). In contrast, digital commerce, though lacking physical inspection, usually defines the product via images and specifications. The ambiguity in online trade arises not from total absence or speculative existence,

but from possible misrepresentation. Such modern uncertainties should not be assessed using analog methods alone, but require contextual evaluation (Kamali et al., 2018). Therefore, unless the information is intentionally misleading or materially incomplete, most digital contracts do not meet the *gharar fahish* threshold. This distinction illustrates the importance of distinguishing between fundamental contractual ambiguities and unintentional digital imperfections.

Although the Shafi'i school prioritizes textual strictness, it does not disregard local custom (*'urf*) when it is consistent with sharia. In e-commerce, if consumers knowingly accept certain risks, such as a modest delay in delivery or a small variety of products, and such risks are culturally normal, then the resulting uncertainty may fall into the tolerable category of *gharar yasir* (Kamali et al., 2018). Trust plays an important role in reducing perceived risk and increasing the likelihood of e-commerce adoption (Mou et al., 2017). This risk acceptance can be further supported by cultural norms that influence consumer behavior and risk tolerance (Mensah et al., 2020). This approach finds justification in legal maxims such as *al-'adah muhakkamah* (custom is authoritative in judgment) and *al-mashaqqah tajlib al-taysir* (hardship requires ease). These principles underscore the flexible aspect of Shafi'i methodology, where market norms and contextual tolerance can legally accommodate minor uncertainties without compromising contractual integrity. In addition, scholars such as Imam Al-Ghazali have emphasized the need to balance legal form with substance and social benefit (*maslahah*), thus making room for transactions that meet broader ethical objectives, even if they contain procedural uncertainties (Hadi, 2018).

Modern e-commerce platforms incorporate structural features, such as return policies, buyer reviews, tracking systems, and dispute resolution mechanisms, that significantly reduce transactional risk. These systems align with the sharia objective of *raf' al-dharar* (eliminating harm) and serve as functional equivalents to direct inspection or seller accountability. In Shafi'i reasoning, the presence of such safeguards, when combined with clear contractual terms and good faith, may legally mitigate potential *gharar*. They help ensure *tafahum* (mutual understanding) and *taradhi* (mutual consent), thereby preserving the contract's validity even in the presence of minor ambiguity. This reflects the legal strategy of *takhfif* (mitigation) that the Shafi'i school accommodates in situations where complete certainty is not feasible, but the risk is controlled and ethically justified.

The Shafi'i school, although known to be strict, still opens opportunities for *ijtihad* for contemporary cases. Through the principles of *qawaid al-fiqhiyyah*, *maslahah*, and scientific consensus, some digital transactions can be considered valid as long as they uphold transparency, fairness, and mutual understanding. The application of *maslahah*

mursalah also allows transactions that provide great benefits to society without violating *sharia* principles, such as e-commerce that expands market access or increases transparency (Ribadu & Rahman, 2016). In addition, it is important to distinguish between structural *gharar* and operational *gharar*, which is caused by negligence or fraud and needs to be regulated. The use of classical contracts such as *salam* and *istishna'* is also relevant, as they are recognized by Shafi'i scholars to overcome the problem of unavailable objects of sale and purchase, becoming a *sharia* solution for pre-order or crowdfunding models on the condition of clarity of specifications, delivery time, and price.

This research offers both theoretical and practical contributions to Islamic legal scholarship, particularly in the intersection between classical Shafi'i jurisprudence and contemporary digital commerce. As the digital economy rapidly evolves and becomes increasingly integrated into the daily lives of Muslim consumers, Islamic legal discourse must engage with these developments not only to maintain doctrinal relevance but also to offer ethical guidance rooted in tradition.

Theoretically, this research extends the scope of *fiqh al-mu'amalat* by re-engaging with Shafi'i legal texts, such as *Al-Majmu'*, *Mukhtashar Al-Umm*, and *Al-Asybah wa Al-Nazair*, through the lens of modern technological contexts. It bridges the gap between classical legal rulings and digital practices by offering a framework for classifying *gharar* in e-commerce based on doctrinal criteria (i.e., *gharar fahish* and *gharar yasir*), while also incorporating contemporary *fiqh* tools such as *maslahah mursalah*, *'urf*, and *ijtihad maqasidi*. Furthermore, this research reinforces the idea that the Shafi'i school, despite its textual precision, possesses internal mechanisms for adaptability. By operationalizing legal maxims like *al-gharar yufsid al-'uqud*, *al-'adah muhakkamah*, and *la darar wa la dirar*, the research contributes to the emerging body of work that repositions traditional jurisprudence as responsive to structural changes in commerce, without undermining its foundational ethos of transparency and justice.

This research provides practical evaluative criteria for *sharia* councils, regulators, platform developers, and legal scholars in assessing digital transactions, with indicators such as ambiguous product descriptions, unclear delivery terms, and prepayment for goods that are not yet available. These findings support the development of *sharia* based e-commerce standards, especially in terms of consumer protection, dispute resolution, and product transparency, and are useful for institutions pursuing *halal* certification in the digital realm. The research also encourages Shafi'i *mujtahids* and scholars to revisit classical law in the context of the digital economy, emphasizing the importance of a *madhhab*-based approach in shaping the moral and legal architecture of Islamic economics. The researcher also

suggests the use of evaluative instruments based on *fiqhiyyah* rules, such as *al-gharar yufsid al-'uqud* and *al-'adah muhakkamah*, as standard parameters in assessing digital transactions, for example through a checklist of object clarity, return mechanisms, and openness of terms.

Conclusion

Based on the results of the analysis, this research concludes that Shafi'i jurisprudence allows for a measured and principled application of the concept of *gharar* in digital transactions. While e-commerce introduces uncertainties not present in classical trade, most do not meet the threshold of *gharar fahish* that would invalidate a contract. These findings support a nuanced reassessment of validity, digital contracts remain acceptable under Shafi'i principles when uncertainties are limited, clearly mitigated, and aligned with prevailing commercial norms. However, this research also finds that the framework for reassessing validity in the Shafi'i school (especially in distinguishing essential from non-essential uncertainty) requires further refinement and contextual elaboration. The potential for interpretive flexibility exists, but it must be supported by clear legal standards to ensure consistent application. In conclusion, the Shafi'i school remains relevant to modern commerce through its foundational commitment to fairness and clarity, but its approach to digital transactions benefits from continuous legal engagement and adaptive reasoning.

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