

Assessing the Compliance of Online Marketplace Mechanism with Shari'ah Law (Case Study of Bukalapak)

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Abstract

Bukalapak is one of the biggest online marketplace in Indonesia. Bukalapak provides a place for trading for sellers and buyers, utilizing the applications on the internet as a space to trade. The objective of the study is to assess the the compliance of product, buyer and seller verification system, payment and delivery transaction system of Bukalapak with the Shariah law. This research uses a qualitative approach; interview and observation. The collected data will be analysed with interactive analysis model by Miles and Huberman. The result of this study shows that as an online marketplace, Bukalapak complies with the legal standards of Shariah law which is based on ijab qabul between the seller and the buyer, also there is a form of liability or indemnity imposed by Bukalapak with the view of balance and fairness between all Bukalapak users. The result also shows that Bukalapak had been running based on honesty and openness so that it is able to develop the market based on Islamic economics. Hence, it earns the trust from the sellers and the buyers as a place for buying and selling.

Keywords: Bukalapak, Online Marketplace, Sharia Law

Introduction

Current technology developments make many changes in people's daily lives, including a change in the trading system. The traditional system of buying and selling is done by meet each other, but now the system of buying and selling can be done by just using a gadget that is owned by the community without having to meet directly between the seller and the buyer. Such

condition can then be categorized as one of the e-commerce phenomena that is now being loved by most people in the world.

E-commerce is basically the provision of goods, services, information or payments over computer networks or other electronic devices, but it also can be interpreted as an application of the technology with the goal of automating business transactions and measures in carrying out the work (Turban E. et al., 2002).¹ Basically the principle of e-commerce is to narrow the distance and time for people to perform transaction. The development of e-commerce business in Indonesia today is very fast, active marketer and buyer ultimately lead to a rapid impact for the advancement of e-commerce in Indonesia. The e-commerce became a gold mine that is very tempting for some people who can see the potential. This growth was supported by data from the MCIT which stated that the value of e-commerce transactions in 2013 reached Rp. 130 trillion (www.startupbisnis.com).

E-commerce is a transaction that uses the internet and be a marketplace for people who utilize it. Marketplace is basically a place for trading between sellers and buyers, where online marketplace uses the applications in the internet which is a space to trade, for example by using websites, blogs, social networks or advertising in online media. Some examples of famous online marketplaces in the world are e-Bay and Amazon, while in Indonesia, one of the most famous online marketplaces is Bukalapak.

Bukalapak was established in early 2010 with very limited resources, but in less than two years, Bukalapak has become highly regarded which has 25.000 sellers and 60.000 users (www.startupbisnis.com). Bukalapak is arranged in such a way in order to resemble the display on conventional stores. It also shows the name of the goods clearly with images and prices. The mechanism of transaction can be done easily by buyer or marketer. Bukalapak also allows users to use the joint account system where there are no fees in it.

¹ Turban E, King D, Lee J, Liang T P, & Turban D. *Electronic Commerce 2012. Managerial and Social Network Perspective 6th Edition*. London, Springer, 2012.

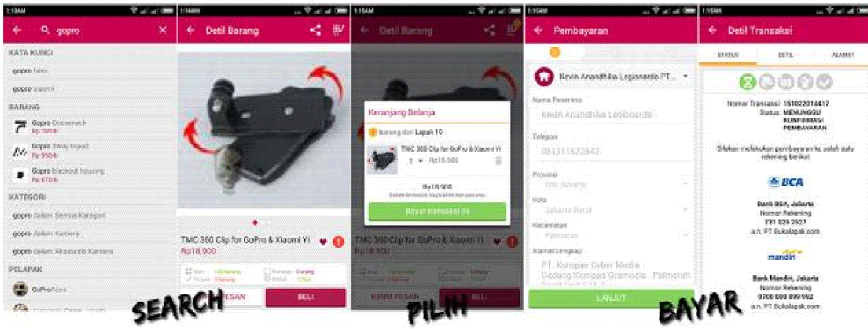


Figure 1. Transaction Mechanism of Bukalapak

Source: www.bukalapak.com

Bukalapak exists as one of the successful e-commerce raises a question: How to trade using online system that is in accordance with sharia law, where the seller and the buyer do not meet each other? Because there is no an option to meet each other between the buyer and seller in the practice of online marketplace mechanism, then, it is questioned for the legality in Islam. Sale and purchase as they do in Bukalapak relies on technology and *ijab qabul* through intermediaries, such as mobile smartphone or computer tablet.

Roshdy Muhammad and Muhammad (2013) argued that the mechanism of online transactions is in accordance with sharia law because it requires trust and honesty from both parties.²It is also confirmed by Amin (2008) which revealed that e-business provides services that are allowed by sharia law, where they conduct transactions that are free from *gharar*.³ Against the background, this paper is aimed to discuss the online marketplace mechanism of Bukalapak in the view of Islamic law?

² Roshdy Muhammad and Marjan Muhammad M. "Building Trust in E-Commerce: A Proposed Shari'ah Compliant Model. *Journal of Internet Banking and Commerce*." December 2013, Vol. 18, No. 3 (2013).

³ Hanudin Amin. "E-Business from Islamic Perspectives: Prospects and Challenges." *Journal of Internet Banking and Commerce*, December 2008, Vol. 13, No. 3 (2008).

Theoretical Studies

Definition of E-Commerce

E-commerce is the purchase, sale, or exchange of goods, services and information through computer networks including the Internet. According to Turban E. et al. (2012), electronic commerce (electronic commerce, abbreviated as EC, or e-commerce) covers the purchase, sale, transfer, or exchange products, services or information through computer networks, including the internet.⁴ Some people say the terms of trade (e-commerce) is just to explain the transactions that can be made between business partners. If this definition is used, some people realized that the term of e-commerce is limited. E-commerce can be classified into several aspects.

Concept of Islamic Economy

The core of Islamic economics is balance (*tawazun*) and fairness (*al-adl*). Kahf (2000) stated that Islamic economics emphasis on balance and fairness in human life.⁵ This is evident in the recognition of individuals and communities right. Moderate economic system, not hurt and lift the weak (the opposite of the capitalist), but also recognizes the rights and achievements of individuals and communities (the opposite of the socialist). Islamic ethic teaches man to establish cooperation, mutual help and keep the sense of jealousy and revenge. It also teaches compassion, especially to the weak. Kahf (2000) also revealed that the form of Islamic financing is based on the principle of fairness⁶. In the profit sharing, both parties share the real and actual results or output of productive projects without throwing the burden of risk on one party while eliminating others. When the financing is done on the base of sales, investors bring the associated risks with owning goods and give them to the customers. In both cases, the fair play in the market determines the distribution level of profits between investors and recipients.

⁴ Turban E, King D, Lee J, Liang T P, & Turban D. "Electronic Commerce 2012. Managerial and Social Network Perspective." ...

⁵ Monzer Kahf. "Financing International Trade: An Islamic Alternative." Available at: https://monzer.kahf.com/papers/english/FINANCING_INTER_TRADE (accessed on March 19, 2016).

⁶ Ibid.

In Islamic teaching, one of the important things to consider in buying and selling is *ijab* and *qabul*. According to Ibn Qudamah, buying and selling process is the exchange of goods with goods which aims to give ownership and receive property rights (Zuhayli, 2011).⁷ *Ijab* and *qabul* in buying and selling process is important because it will represent the willingness of the seller and the buyer. Thus, based on that, the scholars agree that willingness in buying and selling occurs through the agreement of both parties, namely the presence of *ijab* and *qabul* (Zuhayli, 2011).⁸

There are basic principles of Islamic economy, which are:⁹

a. No Hoarding (*Ihtikar*)

Rasulullah SAW in the hadith said:

"Whoever hoards then he has sinned." (HR. Muslim No.1605)

b. No Monopoly

Monopoly is the activities of holding the goods for not be sold or distributed in the market, so the price becomes expensive. Meanwhile, M.A. Mannan (1992) defines monopoly as the actions that are created by the market imperfections.¹⁰ The definition is given by Yusuf Qardhawi, almost similar to *ihtikar*. But in essence, the form of monopolistic activity is one of the things that is forbidden in Islam. The prohibited and forbidden by Islam is to store goods in large quantities that are intended to accumulate and cause scarcity. The conclusion is, the creation of a natural monopoly is permissible, while creating a monopoly market intentionally to harm the legal community is forbidden.

c. Avoid Forbidden Transactions

"Surely Allah justifies buying and selling, and forbids usury (riba)..." (QS. Al-Baqarah (2): 275)

In QS. Al-Baqarah that is mentioned above, it is clear that Allah SWT forbids any element of *riba*. Indeed, all the buying and selling activities in accordance with Islamic principles, fair, lawful,

⁷ Wahbah Zuhayli. *Fiqh Islam wa Adillatuhu*, Juz 5. (Jakarta, Gema Insani Press, 2011).

⁸ Ibid.

⁹ Hairul Tanjung. *Pilar-Pilar Ekonomi Islam* (Jakarta, Sinar Grafika Offset, 2008).

¹⁰ M. A. Mannan. *Ekonomi Islam: Teori dan Praktik* (Jakarta, Intermedia, 1992).

and does not harm either party is highly in praise by Allah SWT. For indeed that all things that contain harm elements, and immorality is unlawful.

Buying and Selling in Islamic Law

Legal purchase according to Hanafi scholars is through *ijab* (purchase expression from the buyer) and *qabul* (sell statement from the seller), or also may, by mutual deliver goods and prices by sellers and buyers. In addition, the goods must be beneficial to humans. So that the carcass, liquor, and blood, do not include to something that can be traded, because these objects do not give benefit to the Muslims. If these goods are still traded, it is an unauthorized trading according to the Hanafi scholars.¹¹ Buying and selling in Islamic law are also binds agreement among people who make buying and selling, in this case, the seller and the buyer. This is done to be able to apply a positive value and avoid negative actions in trading, especially in the modern trading, it is necessary to apply the right to choose (*khiyar*) between the seller and the buyer so that they do not feel cheated of buying and selling that was done when there are defective or damage on the purchased goods.¹²

Khiyar then can be interpreted as a guarantee of the process of buying and selling that is done by the seller and the buyer in order to reduce the risk of fraud between one party to the other party.¹³ *Khiyar* can be categorized as one of the contracts between sellers and buyers to have the same guarantees that are fair to both parties. As revealed by Alzaagy (2007) that the term of contract can be defined in a general sense as putting a tie to a bargain. In contrast to the confined meaning of the word in other legal systems, the word contract is used in Islamic law in a very wide and comprehensive manner.¹⁴ Accordingly, this term covers not only

¹¹ Wahbah Zuhayli. *Fiqh Islam wa Adillatuhu*, Juz 5. (Jakarta, Gema Insani Press, 2011).

¹² Qardahwi, Yusuf. *Al-Halal wa Haram fil Islam*, terj. Mu'ammal Hamidy, "Halal dan Haram Dalam Islam" (Jakarta, Bina Ilmu, 1993).

¹³ Heri Sudarsono. *Pokok-pokok Hukum Islam* (Jakarta, Rineka Cipta, 1992).

¹⁴ Alzaagy, Abdulrahman. "The Islamic Concept of Meeting Place and Its Application in E-Commerce" *E-Business from Islamic Perspectives: Prospects and Challenges*. *Journal of Internet Banking and Commerce*, December 2008, Vol. 13, No. 3 (2008).

the relation between parties in a bargain, but also comprises any sort of relation, as all Muslims are instructed to fulfil the rights of Allah, for example, by observing the Five Times Prayers, Fasting, and so on, and the rights of the servants of Allah SWT, like good neighbourliness, kindness and mercy to all human beings and animals. Similarly, the legal sale and purchase, where the implementation of the sale and purchase then can be done in a manner that will be beneficial to the involved parties.¹⁵ Speaking about the contract to buy and sell, Alzaagy (2007) states that for the contract of sale to hold a legal value, a variety of fundamental conditions must be met. There are five major elements for the contract of sale widely recognised in the Law.¹⁶ These essential components are set out as follows:

- a) *ijab* and *qabul* to the contract
- b) capacity of the contracting parties
- c) an object of sale
- d) consideration
- e) an agreement between the contracting parties (formations of contract). Sale and purchase has pillars and conditions that have to be met, While *fiqh* scholars argue that there are four pillars of purchase, namely:¹⁷
 - a) The contracting people or *al-muta'aqidan* (seller and buyer)
 - b) *Sighat* (*ijab* and *qabul*)
 - c) *Ma'qud 'alaih* (items purchased)
 - d) The exchange rate of substitute goods

The opinion is then denied by Hanafi scholars, which according to Hanafi scholars, the contracting people, items purchased, and the exchange of goods included in the terms of buying and selling, not buying and selling pillar (Haroen, 2000).

Imam Hanafi divides sale and purchase category based on sharia into three:¹⁸

- a. Valid sale and purchase, is buying and selling that is prescribed both on its nature and character and has nothing to do with

¹⁵ Ibid.

¹⁶ Ibid.

¹⁷ Nasrun Haroen. *Fiqh Muamalah* (Jakarta, Gaya Media Pratama, 2000).

¹⁸ Wahbah Zuhayli. *Fiqh Islam wa Adillatuhu*, Juz 5.

others rights. That is, the exchange of ownership rights of the goods and the price. Goods belong to the buyer, while the price belongs to the seller in accordance with *ijab qabul*. Then, in this legal purchase, there is the concept of *khiyar* (option), which in this concept terms are binded that the buyer and seller can cancel the contract if later found a thing that harm one of the parties.¹⁹

b. Invalid sale and purchase, is buying and selling that is not legal either on its nature or character. That is, the perpetrator or the object of transactions deemed legally unfit to perform transaction. The law of this transaction is that Islam does not consider it happen and does not create any ownership rights. Types of invalid sale and purchase are:

- Sale and purchase something that does not exist. The *fiqh* scholars agreed to declare this buying and selling as invalid. For example, trade in fruits that the pistil has not yet appeared in the trees or a calf that does not exist.
- Selling items that should not be handed over to the buyer. Such as selling lost items or sell pet birds which loose. This law agreed by all *fiqh* scholars and its included in the category of *bai al-gharar*.
- Sale and purchase that contain elements of deception.
- Buying and selling excrement, such as pigs, *khamr*, carcasses and blood, because according to Islam these are unclean.
- *Al-arbun*, is buying and selling that looks done through agreement, the buyer buys an item and the money for the goods delivered to the seller on condition that if the buyer is interested and agree then the selling is valid. But if the buyer does not agree and the goods are returned, then the money which has been given to the seller is granted for the seller.
- Buying and selling river water, lake water, sea water and water that should not be owned by anyone, because they belongs to everyone.

¹⁹ Nasrun Haroen. *Fiqh Muamalah* (Jakarta, Gaya Media Pratama, 2000).

- c. Sale and purchase of the imperfect (*fasid*), according to Hanafi scholars, selling the imperfect (*fasid*) is when the damage to the buying and selling concerns the price of the goods and can be repaired, while the damage if it concerns to the goods then it is called a vanity (*batil*) purchase (canceled). Among the sale and purchase of the imperfect (*fasid*), according to Hanafi scholars are:
- Sale and purchase of *al-majhul* (objects or goods globally can not be known), with the proviso that the obscurity is exhaustive. However, if the obscurity is just a bit, the purchasing is legitimate, because it would not lead to a dispute.
 - Buying and selling associated with a condition, such as greeting the seller to the buyer, "I sell my vehicle to You for next month" sale and purchase of such is vanity (*batil*) by most of *fiqh* scholars and imperfect (*fasid*) according to Hanafi scholars.
 - Selling unseen goods that can not be presented when buying and selling takes place, so it can not be seen by the buyer. Maliki scholars allow it, if its properties mentioned, with the proviso that the properties will not change until the goods were handed over. While Hanbali scholars say that type of buying and selling is valid if the purchaser has the right to choose (*khiyar*). Shafi'i scholars state this purchase as an absolute falsehood.
 - Sale and purchase by the blind people. Most of *fiqh* scholars say that buying and selling is done by a blind person is valid if a blind person has the right to choose (*khiyar*). While Shafi'i scholars does not allow the sale and purchase, unless the purchased goods that he had seen before his eyes blind.
 - Barter with the goods that are forbidden, for example, *khamar*
 - exchanged for rice, pork exchanged for clothing.
 - Sale and purchase of *al-'ajl*, for example, someone selling goods at a price of Rp.300.000 which payment was delayed for one month, then after delivery of the goods to the buyer, the first owner bought back at a lower price Rp.200.000, so first- time buyers still owe as much as

Rp.100.000, buying and selling is said to be imperfect (*fasid*) because it resembles the buying and selling and lead to usury (*riba*).

- Sale and purchase of grapes and other fruits for the purpose of making wine, if the wine sellers know that the buyers are wine producers.
- Sale and purchase of which depends on the terms, such as merchant phrase, “if the cash price is Rp.100.000 and if the debt is priced at Rp.150.000”. Sale and purchase is said to be imperfect (*fasid*). Shafi’i and Hanbali scholars declare that a conditional purchase as above is vanity (*batil*). While Maliki scholars declare a conditional purchase above are valid, if the buyer is given the right to choose (*khiyar*).
- Sale and purchase of most goods that absolutely can not be separated from his unit. For example, selling a mutton that is taken from a surviving goat and buffalo’s horn from a surviving buffalo. According to most of *fiqh* scholars, it is unauthorized, while according to the Hanafi scholars, it is imperfect (*fasid*).
- Sale and purchase of fruits or grains that have not been perfect ripening to harvest. Most of *fiqh* scholars agree that buy fruits that are not in the tree is not valid, but Hanafi scholars believes if the fruit is already in the tree but not yet worthy of harvest, so if the buyer is required to harvest the fruit, then buying and selling it is valid.

Previous Studies

Muhammad and Muhammad (2013) stated that E-commerce is allowed from the Islamic perspective as long as it complies with the general principles and essential requirements of Islamic law of contract namely (i) form, (ii) contracting parties and (iii) subject matter.²⁰ These principles and requirements aim at protecting interests and eliminating harms of parties involved in commercial transactions, be either through conventional or online commerce.

²⁰ R. Muhammad and Marjan. Muhammad. “Building Trust in E-Commerce: A Proposed Shari’ah Compliant Model.” *Journal of Internet Banking and Commerce*, December 2013, Vol. 18, No. 3 (2013).

Muhammad et al (2013) studied the concept of business ethics in Islamic perspective. They found that the Islamic perspective concerning SME business code of ethics has been presented in view of a sample from the Qur'an and Hadith that are related to the 5 axioms, namely, trust, justice, sincerity, truthfulness, and benevolence.²¹

Amin (2008) stressed that the important condition in order to ensure the e-business to be called as Islamic e-business is that any e-business transactions should be implemented and be handled carefully consistent with Islamic teaching. The elements such as deceit, fraud, not delivery of services and interest-taking are prohibited in Islamic e-business practices.

Suhaimi & Abduh (2012) argued that the most essential aspect of Islamic marketing mix as a principle of value maximization is the core concept of *adl* or fairness. *Adl* or fairness in Islam constitutes "just dealing" and "fair play" for the wider welfare of the society or the consumers. The principle offers a means to create a healthy business environment which protects all parties.

Alzaagy (2007) studied the Islamic Concept of Meeting Place And Its Application in E- Commerce. There are numerous smaller legal issues which stem from the larger theme of the law of contract in Islamic law.²² Ayashofia (2014) found that the consumer perceived value and brand reputation have significant influence simultaneously and partially in consumer trust on first structural equation.²³

Research Method

This research uses a qualitative approach. Qualitative research is not intended to provide explanations, control symptoms, and put forward predictions, but rather is intended to express an idea

²¹ Zulkifli Muhammad, Junoh M. A S, Abdullah A R, Redzuan R H, & Muhammad S F. 2013. "The Concept of Business Ethics in Islamic Perspective: An Introductory Study of Small and Medium (SMEs): Entrepreneur Vision 2020.

²² Alzaagy, Abdulrahman. "The Islamic Concept of Meeting Place and Its Application in E-Commerce" E-Business from Islamic Perspectives: Prospects and Challenges. *Journal of Internet Banking and Commerce*, December 2008, Vol. 13, No. 3 (2008).

²³ Fitri Ayasofia, "The Influence of Perceived Value, Brand Reputation to Customer Commitment Through Consumer Trust on Online Shopping at www.tokobagus.com." Thesis. Jakarta: UIN, 2014.

or understanding and explain how and why a symptom of communication can occur (Cresswell, 2007). The object of this study is Bukalapak, one of the big companies in the online marketplace in Indonesia. There are two necessary data in this study that are primary data and secondary data. Primary data collection can be done in various ways that are:

1) Interview

Interview is a method performed by the author to obtain detail information on various matters related to online market mechanism built by Bukalapak. In this study, the type of interviews that is conducted is using interview guide. The interview is generally intended for the benefit of a more in-depth interviews with more focus on the issues that became the subject of the research.²⁴

2) Observation

Research that is using observation method are usually done by systematic and direct tracking to the symptoms associated with the social, political and cultural community problems. Observations that are made are non-systematic, meaning are not using instruments or tools to do observation.

Result and Discussion

Overview of the Bukalapak

Bukalapak is one of the most developing online marketplaces in Indonesia. Bukalapak established by Achmad Zaky in 2011 who is alumni of the Department of Information Engineering, Technology Institute of Bandung. Bukalapak had an early goal to empower small and medium businesses Indonesia by providing a forum for SMEs in order to sell and find a buyer. Bukalapak has a mission to raise the grade of SMEs in Indonesia for SMEs was a major player in economic activity in the country and SMEs also provide great employment opportunities for Indonesian people (Antaranews, 2015).

Bukalapak also has a slogan **“jual-beli online mudah dan terpercaya”** because Bukalapak provides a 100% money back

²⁴ Pawito. *Metode Penelitian Komunikasi Kualitatif* (Yogyakarta, LKIS Qardhawi, 2007).

guarantee to the buyer if the goods are not delivered by the seller. Bukalapak receives a large amount of investment made by Batavia Incubator in 2011; it shows that bukalapak has great potential as one of the online marketplace in Indonesia (Antaraneews, 2015). Bukalapak growth very fast in 2013, as an example of the value of transactions per day grew from 10 million to 500 million as on December 2013. Furthermore, Alexa ranking of Bukalapak rose dramatically from 200 in Indonesia in January 2013 to 50 in December 2013 (Zaky, 2014).

The development of this growing Bukalapak then demonstrated with the development of human resources who started Bukalapak from 2 up to 90 people, starting in 2015 also has had 190,000 Bukalapak sellers (Antaraneews, 2015). So from here then Bukalapak plans to use the investment funds to further develop the marketplace platform, particularly in simplifying the user experience in online transactions, enhance payment system, especially e-wallet system BukaDompot. Looking ahead, Bukalapak will develop several new features that further facilitate the sales processes and transactions, including through mobile-based applications and the development of data-based services.²⁵

Verification System

Bukalapak basically uses online marketing system (e-commerce) of consumer to consumer (C2C) transactions, which in this type, consumers sell their products or services directly to other consumers (Turban E. et al., 2002). Bukalapak make sellers can communicate directly to the buyers related to the products or services that are offered. To be able to sell and buy in Bukalapak the user is required to register as a member by creating an account. Bukalapak acts as a provider for the sellers or buyers, and it is also stated by Bukalapak:

“Bukalapak does not act as a seller of goods, but rather as an intermediary between the seller and the buyer, and to secure each transaction that takes place on the platform, all transactions have to go through the mechanism of Bukalapak Payment System. The presence of the extra costs (including

²⁵ Achmad Zaky. Bukalapak Tumbuh Pesat, Menarik Investasi dari Investor Global. Available at: <https://blog.bukalapak.com/2014/02/press-release-bukalapak-tumbuh-pesat-menarik-investasi-dari-investor-global>, accessed on February 15, 2016.

taxes and other charges) for all transactions that occur will be taken care of by the parties concerned (either the seller or the buyer) accordance with applicable regulations in Indonesia.”

Bukalapak provide some rules for users either as a seller or a buyer, as mentioned below:

1. General Requirements

- a) Bukalapak has authority to take necessary action against accounts that expected or indicated to abuse, manipulate or violate the Terms of Use at Bukalapak, ranging from doing moderation, stopping the service, limiting the number of account, restrict or terminate the right of every user to use the service, or close the account without giving prior notice or information to the owner.
- b) Bukalapak has the authority to take any decisions on problems that occur in each transaction.
- c) If the user fails to comply with any provision of these Terms of Use of Bukalapak, then Bukalapak entitled to take any necessary action.

2. Users

- a. Users must fill personal data completely and truthfully in the account page.
- b. Users may not publish addresses, contact numbers, e-mail, websites, forums, and social media in the stalls, including profile pictures, header photos, name, and profile description.
- c. Users are responsible for the security of the account, including the use of e-mail and password.
- d. The use of any facilities provided by Bukalapak indicates that the user has understood and agreed to all the rules imposed by Bukalapak.
- e. During his stay in Bukalapak platform, the user is strictly prohibited deliver any type of content in any misleading, defamatory, or libelous, contain or intersect with elements of racial intolerance, discrimination, or marginalize other parties.

- f. Users are responsible for all risks that arise in the future on the information given to the Bukalapak, including matters relating to copyright, trademark, industrial design, layout design and a patent on a product.
- g. Bukalapak administrator reserves the right to adjust or remove information items, and disable the user account.
- h. Bukalapak has the right to block the use of the system against users who violate laws and regulations applicable in the territory of Indonesia.
- i. Users will see a variety of the latest promo information and exclusive offers. However, users can unsubscribe if they do not wish to receive such information.
- j. Users may not use the feature to send messages or chat as advertising promotional merchandise in Bukalapak or on platforms or other sites that could interfere with other users. If violations are found, Bukalapak entitled to impose sanctions such as disabling the messaging feature or user account.
- k. Users are prohibited to transfer or sell user account to another user or to another party without the consent of Bukalapak.

The provisions mentioned by Bukalapak above apply to all app users either the seller or the buyer, it is later shown that Bukalapak has its own standards to protect users from being affected by fraud or cheating. The rule made by Bukalapak to avoid fraud is in conformity with the standards in the use of Islamic economics, which in Islamic economics the priority is how to create a balance and fairness to materialize, as revealed by Monzer Kahf (2000) that Islamic economics emphasizes the balance and fairness in human life.

Islamic economics uphold honesty and do not harm others. In this case, Bukalapak make a provision to guarantee the return of the money if the goods are not received within a certain time period. It is as stated by Bukalapak: "*Automatic refund system is an automated system that detects and returns funds to the buyer if the seller does not send goods the three days.*"

It shows that Bukalapak provide security guarantee for every customer who shopped by returning money that was paid automatically if the goods are not delivered within three days.

Providing assurance to buyers is also part of the *salam* mechanism, where the mechanism also sets out terms how the seller provides a safe and convenient transaction for both parties. It is stated in the DSN-MUI *Fatwa* No.05/DSN-MUI/IV/2000 About *Salam*:

1. Apparatus pay the amount and the form must be known, either in the form of money, goods, or benefits. In this case, bukalapak as a system provider should be able to provide a payment mechanism that is transparent and can be easily accessed by both parties, the seller and the buyer.
2. Payment must be made at the time the contract is agreed upon, it then makes Bukalapak provides payment deadline for the delivery of goods to the buyer and the seller, so that when the time limit specified by Bukalapak does not meet then Bukalapak entitled to withdraw the money that is already paid and then sent back to the buyer.
3. Payment should not be in the form of debt relief, it is then shown with the direct payments made by the buyer through several mechanisms, namely the transfer or payment to the bank.

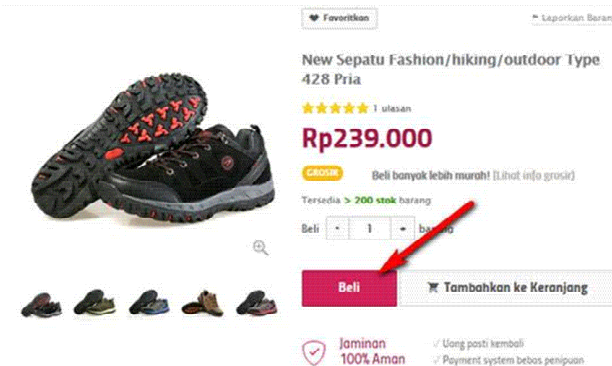


Figure 3.

Source: www.bukalapak.com

Figure 3 shows the home page if a buyer will purchase the product by clicking on the symbol “Beli” on the product page to be purchased. The existence of a clear product images and product information and product prices are clearly displayed later showed

that Bukalapak already qualified to do legitimate buying and selling legitimate where all information of goods that are traded here provided. As revealed by Wahbah Zuhayli (2011), which revealed that the requirement of legitimate buying and selling is done in the presence of the pure items and also its advantages can be taken.²⁶

In addition, verification mechanism of the bought goods here can be seen in the following figure:

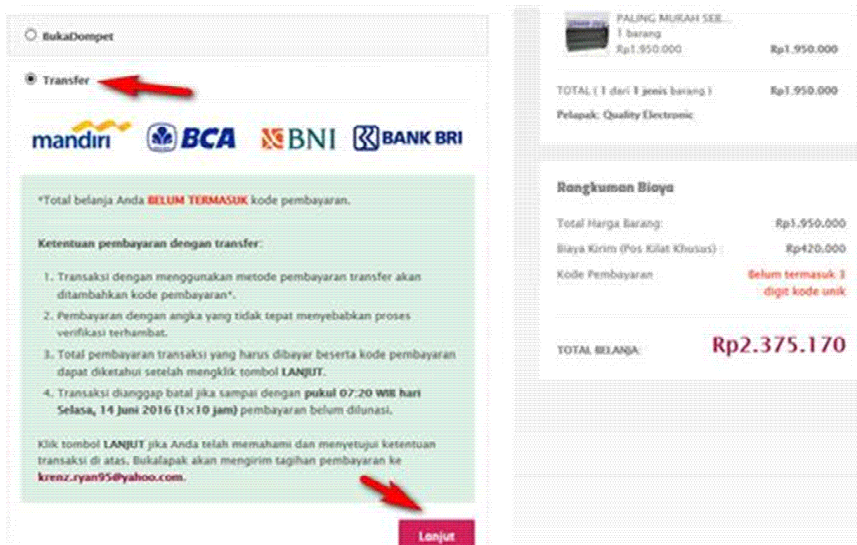


Figure 4. Payment Mechanism of Bukalapak

Source: www.bukalapak.com

Figure 4 above shows how the consumer will pay for the goods that already in the message. Bukalapak provides facilities such as a payment method in several ways and has been working with several financial institutions to simplify the payment process. Bukalapak position in this condition according to Turban E. et al. (2002) is a third-party intermediary that is a bridge between producers and consumers. Online intermediary helps to bring together buyers and sellers, providing infrastructure, as well as helping sellers and buyers in completing the transaction process. In addition, the open

²⁶ Wahbah Zuhayli. *Fiqh Islam wa Adillatuhu*, Juz 5.

cooperation with other agencies intended to simplify the process of buying and selling. Moreover, consumer will obtain a verification of the detail of product and the price before making a payment. Delivery of goods from the seller to the consumer is provided by various agencies that has worked with Bukalapak, such as TIKI, JNE, POS Indonesia, and others.

Method of delivery election here left entirely to the consumer to decide. The use of delivery agents to send goods by Bukalapak in Islamic economics is referred to as *bai' salam*. Regards the term itself is the purchase of goods with delivery were suspended while the payment is made earlier, according to certain conditions (Zuhayli, 2011). This is because the use of the *salam* mechanism between buyers and sellers is limited to the distance and time so it does not allow for a meeting in person. Additionally, Bukalapak does not give the option to hold out through Bukalapak payment system, this is done to avoid mistakes or fraud so then no party should be disadvantaged. It is as stated by Bukalapak: "*Bukalapak only allow the sale of goods that can be shipped via courier service, so that the services and trade cooperation (franchise) can not be traded through Bukalapak unless there is a formal cooperation with the Bukalapak.*"

Description of the Bukalapak later confirmed that Bukalapak not allow any transaction of goods outside with the use of delivery services as determined by Bukalapak. Actions taken by Bukalapak herein are in accordance with the DSN-MUI *Fatwa* No.05/DSN-MUI/IV/2000 About *Salam*, which describes the characteristics of the mechanism that are:

- a. Specifications and prices of goods have been agreed in the initial contract, where the price of goods can not be changed during the term of the contract. In this case the consumer can request a guarantee in order to avoid the risk.
- b. Goods orders have been agreed upon between the seller and the buyer, which in this case must be well-characterized in general as it pertains to the type, kind, quality and quantity, which if the delivered goods do not fit its characteristics then the seller should be responsible.

Salam mechanism agreed upon by the DSN-MUI can be described by the following figure:

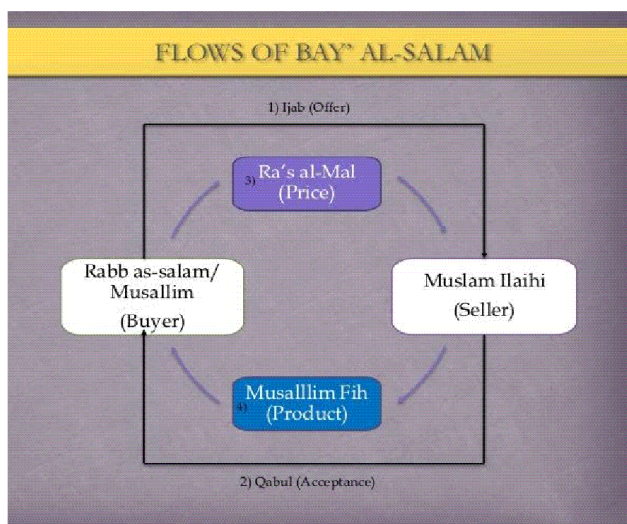


Figure 9. Transaction Mechanism of *Salam*

The consumer get facilities to trace the transaction whether the transaction has been successfully performed or not. The consumer will get a code number that can track the process of the delivery.

The use of *salam* mechanism by Bukalapak is also reflected in the provisions that is given to the sellers who use Bukalapak, as mentioned below:

- The seller takes full responsibility for any risks that arise in the future related to the information that is made, including, but not limited to matters relating to copyright, trademark, industrial design, circuit layout design, patent and other permits that have been set on a product under the applicable law in Indonesia.
- The seller is only allowed to sell goods that are not listed in the list on Prohibited Items.
- Sellers are required to put the merchandise in accordance with the categories and sub-categories.
- Sellers are required to fill in the name or title of the goods with a clear, concise and solid description.
- Sellers are required to show a picture of goods in accordance with the description of the goods and does not include the

logo or another buying and selling website address in the image. Photo or image that shows three sections (front, side and rear) with a minimum resolution of 300 pixels is recommended.

Whereas other provisions that have been set by Bukalapak associated with the sellers can be seen below:

1. The seller is obliged to renew (update) the availability and status of the goods.
2. Notes reserved for the sellers who want to provide additional notes that are not associated with the description of the goods to prospective buyers.
3. Sellers are required to fill in the Description of Goods in accordance with the Terms of Use at bukalapak.
4. The seller is prohibited from making false or fictitious transactions in the interest of raising the feedback. Bukalapak entitled to take action such as blocking account or other actions if found cheating measures.
5. Seller shall deliver the goods using freight forwarding services in accordance with the chosen by the buyer at the time of the transaction in the system of Bukalapak.
6. If the seller uses different forwarding services with services or the type of forwarding services selected by the buyer at the time of the transaction in the system of Bukalapak then the seller is responsible for all matters during the delivery process caused by the use of services and the types of freight forwarding services.
7. The seller acknowledges and agrees that the lack of funds caused by shipping service usage or types of services that differ from the buyers choice when conducting a transaction in Bukalapak system is the responsibility of the seller.
8. The buyer is entitled to the surplus funds of shipping caused differences in the use of services or types of freight forwarding services by the seller of buyer's selection at the time of the transaction in the system of Bukalapak.
9. The seller shall comply with the provisions set forth by the party forwarding services related to packing goods safely and use the insurance or packing timber on certain items so that if the goods are damaged or lost, the seller may submit a claim to the courier.

The provisions above can be interpreted in addition to the clarity of the seller regarding to the product, it also contained provisions related to how the seller sends the goods to the buyer. It is then explained in the terms on DSN-MUI *Fatwa* No.05/DSN-MUI/IV/2000 About *Salam*:

- o The seller must deliver the goods on time with the quality and the amount agreed upon.
- o If the seller delivers the goods with higher quality, the seller should not be asking for additional price.
- o If the seller delivers the goods with lower quality, and buyers are willing to accept it, then he should not be demanding a reduction in the price (discount).
- o The seller can deliver the goods more quickly than the time agreed with the terms of quality and quantity of goods in accordance with the agreement, and it should not require an additional price.
- o If all or most of the goods are not available at the time of delivery, or of lower quality, and buyers are not willing to accept, then he has two choices:
 - 1) Cancel the contract and demand the return of his money, or
 - 2) Wait until the goods are available.

Salam mechanism then serves to determine how the seller sends the goods, because in this *salam* transaction, the delivery of goods is not done by itself but through a third party, Bukalapak. Thus, according to Islamic law, the use of third party, Bukalapak, is to make the seller clearly defines the mechanism of the delivery of goods to the buyer.

For consumers to determine whether to accept or return the goods that have been received from the process, it will be through the process of *khiyar*, where in this process, the consumer has the option to continue selling or cancel it, because there are defects on the goods, or there is an agreement on the time contract, or for other reasons. The objective of *khiyar* is to realize the benefit for both sides so there is no sense of regret after the contract is completed, because they are equally willing or agree. This process of *khiyar* by Bukalapak embodied in the form of return policy, in which this policy can occur due to several reasons, such as:

- Have not received the goods
- Already received the goods but want to complain

This feature is provided to accommodate buyers who already received the goods, but the goods that are received are damaged, or not in accordance with description (in terms of both quality and quantity). In response to this, consumers can choose to full refund, addition of the goods, or replacement of the goods. If there is no complaint within the time limit of 1x24 hours (since the declared goods that have been received, according to the shipping service), automated cash payment will be forwarded to the seller.

Bukalapak then provides features that enable consumers to choose to cancel the transaction or not. It is then in accordance with the concept of *khiyar* which in this concept there is fairness and freedom among sellers and buyers in order for them to not feel harmed or cheated from buying and selling that is done when there are defective or damaged purchased goods.

The screenshot displays the Bukalapak interface for a transaction. At the top, there's a navigation bar with the Bukalapak logo and search bar. Below it, there are promotional banners. The main content area is titled 'myLapak Transaksi' and includes a sidebar with navigation options like 'Jual Barang', 'Ringkasan Akun', and 'Barang Favorit'. The central part shows transaction details for two items from 'Ada Shop'. The first item has a transaction ID of 16000005717 and a status of 'Dikirim'. The second item has a transaction ID of 16000005716 and a status of 'Dikirim'. The 'TINDAKAN' (Action) section shows buttons for 'Konfirmasi Terima Barang' and 'Sudah Terima Barang Tapi Ingin Komplain'. Red circles and boxes highlight the 'Pembelian' tab, the transaction details, and the complaint options.

Figure 12. Complaint Page of Bukalapak

Source: www.bukalapak.com

Figure 12 above shows that even though the consumer has received the goods that have been purchased, if consumers see the purchased goods are not as expected, then the consumer is entitled to make complaints. This is in accordance with the principle of implementation of *khiyar* where according to Syafii (2001), *khiyar* can be done when the goods have been received by the consumer with the following requirements:

The goods damage by itself or caused by the seller, the buyer or another person, then the purchase is not canceled because the goods have been out of the seller's responsibility. However, if the damage is done by others, then the responsibility handed over to people who ruin it. If the goods are damaged by the seller then there are two attitudes:

- a. If the buyer has a good hold with the consent of the seller or not, but has paid the price, then the seller is responsible for it.
- b. If the seller does not allowed to touch it, and the prices have not been submitted, then the contract is void.

Under the provisions above, *khiyar* can be done by consumers considering the goods that are received are not as expected or the occurrence of defects in the goods. *Khiyar* is then carried out on the basis of the contract that has been done in the beginning, where their previous agreement will make it easier for buyers and sellers and to avoid fraud.

4.2.2 Transaction System

Business based on honesty is the main points in Bukalapak, even Bukalapak open a joint account to avoid the occurrence of fraud between the sellers with the buyer. Bukalapak made a joint account which can then be used by the seller and the buyer in the transaction. The working mechanism of joint account is if the seller has not delivered goods to the hands of the buyer, the seller can not withdraw the money is in the account, while for the buyer, if the goods within three days have not sent the money will be returned 100% to the buyer. It is as stated by Bukalapak:

Bukalapak makes it easy for sellers or buyers using joint accounts to avoid human error or fraud. So either the seller or the buyer can safely conduct transactions. Joint accounts are expected to help facilitate the transaction process, so that also the buyer will not lose money unnecessarily, because the seller

will not receive the money before the goods arrive at the destination. Conversely, the buyer can withdraw their money within three days if purchased goods are not yet delivered.

The use of joint accounts is one of the ways used by Bukalapak to avoid fraud in the transaction process. Joint accounts referred here with BukaDompét. BukaDompét is a form of virtual wallet, as stated by Bukalapak: "BukaDompét is a virtual wallet which every Bukalapak users can save money from the sale or refund transactions."

BukaDompét

Saldo: Rp 19.199.300 Cairkan

Tanggal	Jenis	Keterangan	Mutasi	Saldo Mutasi
17 September 2013	payment	Pembayaran untuk transaksi 130917167899	- 3.456.700	19.199.300
17 September 2013	remit	Remit untuk penjualan transaksi 130307170001	22.500.000	22.656.000
07 September 2013	remit	Remit untuk penjualan transaksi 130419140001	156.000	156.000

Figure 15. Transaction History of Bukalapak

Source: www.bukalapak.com

BukaDompét has become one of the means that bridge between buyers and sellers, where sellers and buyers can make payments and withdrawals from BukaDompét. For Bukalapak users, BukaDompét is a must-have feature, because this feature will facilitate the transaction process. BukaDompét also provides transaction history that has been made by the Bukalapak users

BukaDompét then makes Bukalapak not only as a trading services provider but also as an intermediary between sellers and buyers, this is because the use of BukaDompét then make sellers and buyers can not control their money transactions directly, but must go through Bukalapak. The law as an intermediary by DSN-MUI Bukalapak exposed as *wasathah* (brokerage), which according to the DSN-MUI, as an intermediary Bukalapak eligible to earn revenue in the form of profit (*al-ribh*) or wages (*ujrah*) is known (*ma'lum*) on the job does.

Bukalapak entitled to benefit because as an intermediary that mediates between buyer and seller, so that Bukalapak legally entitled to benefit. It is as stated by Bukalapak: "Approximately, Bukalapak revenue obtained from the sellers who are successful, they are willing to reach into his pocket deeper in order to get premium features at Bukalapak, for example, promote to top feature. The results obtained from the premium features, such as increased sales profits, was returned to the concerned SMEs."

Based on what was presented above can be seen that Bukalapak profited from the sellers that upgrade to get the features that are inaccessible in the transaction at Bukalapak. It is then the DSN-MUI includes in the provisions of the DSN-MUI *Fatwa* No.93/DSN-MUI/IV/2014 About Brokerage (*Wasathah*) in Property Business which revealed that:

- 1) *Wasathah* contract should avoid *gharar fahisy*,
- 2) *Wasathah* contract object must be clear (types of work which are authorized to *wasith*), both of these objects includes an easy to do and hard to do,
- 3) *Wasathah* contract time must be clear, unless the contract used in
- 4) *ju'alah* contract or *samsarah* (*bai' al-samsarah*),
- 5) Intermediaries (*wasith*) must perform a specific job on which the receipt of wages (*ujrah*),
- 6) Owner of goods and intermediaries have sufficient knowledge (adequate) about the price of goods to be sold (*bai' al-hadhir li hadhir*, not *bai' al-hadhir li bad*).

Based on the conditions expressed above by the DSN-MUI then Bukalapak as a provider for sellers and buyers as well as intermediary in transactions that take place between the seller and the buyer has the right to earn a profit as its position as an intermediary.

BukaDompot is a form of joint accounts created by Bukalapak to simplify all processes transactions made through Bukalapak. Joint account is a form of payment system implemented by Bukalapak by upholding the safety and comfort of all Bukalapak users, either the seller or the buyer. Bukalapak payment systems here run by the system behind the application inspired by the traditional joint account. Bukalapak payment system advantages compared to traditional shared account are:

- a. Faster
Buyers can pay directly without having to contact the seller to agree to use a joint account as is done in trading forums.
- b. SMS Notification
- c. E-Banking
- d. Systemized: The transaction process is set automatically by the computer so there is less possibility of human
- e. Automatic Refund: Automatic detection system to refund the buyer if within three days the seller did not send the goods.
- f. Positive Feedback
- g. Customer Service

Bukalapak payment system owned uphold fairness for the seller or the buyer so that no one should be harmed, and Bukalapak is beneficial to all users. This is suitable with the statement of Kahf (2000) that Islam has a moderate economic system, not harm and lift the weak (the opposite of the capitalist), but also recognizes the rights and achievements of individuals and communities (the opposite of the socialist). Islamic ethics teach man to establish cooperation, mutual help and keep a sense of jealousy and revenge.

In addition, it is important to note in the transaction process is a statement that the consumer will purchase and provide a certain amount of money in accordance with the price offered by the seller. Where, in Islam it is referred to *Ijab Qabul*. In the view of Islam, the important thing to consider in buying and selling is their *ijab qabul* and underlying contract to establish a legitimate transaction between seller and buyer. As mentioned by Ibn Qudamah, that the process of buying and selling is the exchange of goods with goods which aims to give ownership and receive property rights (Zuhayli, 2011). The existence of this *ijab qabul* in the transaction process in Bukalapak is characterized by the willingness of the buyer to send the money that has been agreed in the beginning within 1x10 hours and if within 1x10 hours the money was not sent, the transaction will be canceled automatically and also the *ijab qabul*. It is as stated by Bukalapak:

Buyer shall transfer in accordance with the total nominal expenditure of transactions within 1x10 hours (assuming the buyer has studied information on goods that have been ordered). If within 1x10 hours the buyer did not transfer the funds, the transaction will be canceled automatically. And if

the seller does not deliver the goods within the deadline for submitting the payment (2x24 hours for regular shipping or 2x24 hours for express delivery), then the seller is deemed to have refused the order. Thus, the systems automatically give a negative feedback and the reputation of the starting order, and return all funds to the buyer.

The statement given by Bukalapak then showed *ijab qabul* that occur between seller and buyer are not just verbally, but also tied to the promise as evidenced from the seriousness of the seller and buyer to act quickly to fulfill the promise in the *ijab qabul*. It is as stated in the Qur'an:

"And fulfill the promise, the promise was certainly held accountable." (QS. Al-Isra' (17): 34)

Based on this verse then it can be seen that the promise expressed in *ijab qabul* should not be just a mere promise. Bukalapak gives a time limit for sellers and buyers to conduct transactions, and if the transaction is not carried out within the promised time then it will be automatically canceled.

The system imposed by Bukalapak then fulfill the conditions presented by DSN-MUI related to law in conducting a transaction agreement, where DSN- MUI provides Special provisions related to the to implementation of *Wa'd*:

- *Wa'd* must be stated in writing in the contract agreement,
- *Wa'd* must be associated with something (terms) that must be met or implemented by *mau'ud* (conditional *wa'd*),
- *Mau'ud bih* does not conflict with sharia,
- Terms referred to point 2 is not contrary with sharia, and
- *Mau'ud* already meet the requirements as intended on point 2.

The provisions mentioned by the DSN-MUI is contained in the DSN-MUI *Fatwa* No.85/DSN-MUI/XII/2012 About Promise (*Wa'd*) in Financial Transactions and Sharia Business. The *fatwa* related to buying and selling in Islamic law which forbids usury occurrence, where a binding promise between two people is the effort made to resist committing usury. As revealed by Tanjung (2008) that in reality, all the buying and selling activities that are in accordance with Islamic principles, fair, lawful and does not harm any party is very blessed by Allah SWT. For indeed that all things that contain badness and immorality is unlawful.

To fulfill a promise that had been spoken to send money according to the price of goods, Bukalapak makes a special confirmation method for buyers to be able to report the payments, Every buyer who has been transferring money must provide confirmation to Bukalapak that the money that has been promised has been delivered, by filling columns that contain technical information remittances. Method of payment confirmation herein that is made and should be completed by the buyer is made by Bukalapak to realize the process of the transaction were clean and lawful.

Every effort certainly has a disability or risk, it may be avoided by bukalapak which then gives the responsibility to make promises that are:

1. Bukalapak refunds transaction is done by adding the balance on BukaDompnet of the buyer. For payment by credit card, the transaction funds will be returned directly to the credit card. Refunds done by providing cost reductions in credit card of the buyer within a maximum of 14 working days after the payment.
2. Bukalapak system automatically check the status of their consignments through receipt number given by the seller. All of the funds will be returned to the buyer when the receipt number is detected to be invalid and the seller do not change the valid receipt number within 1x24 hours. If the seller enter a not valid receipt number more than once then Bukalapak will refund the transaction to the buyer and the seller get negative feedback.

The statements were a form of accountability made by Bukalapak if not desirable things happens in the future. The compensation provided by Bukalapak is the same amount paid by the buyer means the money that the buyer provide will be refunded in full without any cuts.

Conclusion

Based on the above study, it can be concluded as follows:

- Bukalapak is an online marketplace that complies with the legal standards of Islamic economics which is based on *ijab qabul* between the seller and the buyer. In addition, Bukalapak also implements delivery system by using *salam* transaction

- mechanism where the delivery of goods carried through reliable delivery agents and trackable delivery processes.
- Bukalapak had been running based on honesty and openness so that it is able to develop the market based on Islamic economics. Bukalapak is continually developing by getting more trust from the sellers and the buyers. Bukalapak has a good will by being an intermediary based on sharia law which provides guarantees for the seller or the buyer if indeed there is one party that is intentionally harmed by the other party. Bukalapak creates a feature that protects the interests of sellers and buyers and the transaction process can be run safely and comfortably, also based on the trust of each party. It provides “khiyar” mechanism.

Recommendations

This study still has some shortcomings, so that the author provides input to multiple parties and so this research can be more helpful in the future.

- 1) For Bukalapak, in order to develop the system so that it can be more in accordance with sharia law, Bukalapak has to provide security for the users such as identity transparency between users so that each user that will do selling or mainly buying, can be more assured to do transaction.
- 2) For the next research, in order to develop the research, it has to look at the opinions of the sellers and buyers while using Bukalapak applications, so the data from Bukalapak can be verified and also there is a balance between respective opinions.

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