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Muamalah Fiqh In Digital Business: Risk Mitigation In Online Shopping

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Abstract. This article analyzes the principles of muamalah fiqh in digital business, especially in terms of risk mitigation in online shopping. Digital advances have an impact on many aspects of human life, one of which is online buying and selling. However, behind this convenience, the risks of digitalization are also unavoidable. This causes losses and disadvantages. Meanwhile, in Islam, various kinds of harm must be avoided. Therefore, honesty and transparency are needed in carrying out transactions. In Ulrich Beck's Risk Society theory, there are several means that can be used to prevent risks or what is known as risk mitigation. This paper aims to analyze how to mitigate risk in online buying and selling using Beck's theory from the perspective of muamalah jurisprudence. This research takes the form of qualitative literature research with data coming from sources related to the use of online media as a means of transaction and digital muamalah fiqh rules, as well as Ulrich Beck's risk mitigation theory in the form of books, articles and other writings. Then analyzed using descriptive methods. The research results show that risks that may occur when carrying out online transactions can be mitigated by avoiding, reducing and insuring risks, as stated by Beck. And this is in line with the principle of muamalah in Islam which requires honesty, openness, clarity, as well as rejecting various harms and prohibiting consuming other people's wealth in vain.

Keywords: Digital business; Muamalah jurisprudence; Online shopping; Risk mitigation

1. Introduction

The digital era has brought many changes to human life, including how to buy and sell. Technological developments, especially with the internet, mean that people now do a lot of shopping online. According to Kotler and Keller, this type of online buying and selling via the internet is called buying and selling on the digital market. Which is the opposite of direct buying and selling which is called the physical market (Kotler and Keller 2019). The presence of online transactions certainly has many advantages, including saving time, faster processing, cheaper prices and more efficient work. The fact that Indonesia is one of the countries with the largest population of internet users in the world (Lidwina, n.d.) is one of the driving factors for the increase in online transactions. And the facilities used for online buying and selling transactions in the modern era are WhatsApp, Instagram, Facebook, or marketplace facilities such as Shopee, Lazada, Tokopedia, etc. (Aptika 2017).

But this progress has other impacts, namely risks that cannot be avoided from technological advances in buying and selling. And for this reason, it is necessary to develop steps and strategies to minimize these risks, or what is better known as risk mitigation, as stated by Ulrich Beck in his risk society theory (Beck 1992). And in online buying and selling, there are possible risks faced by buyers, such as risks related to the quality of goods, transaction security, delivery of goods and trust in the seller.

Meanwhile, Islam is a religion that really pays attention to the rights of sellers and buyers in transactions. Islam makes rules so that the principles of justice run well within it. In the concept of muamalah fiqh, it regulates how transactions can bring benefit and prevent all kinds of harm that could occur. So Islam forbids fraud, usury, unjust behavior, and encourages people to be honest in buying and selling practices (Zuhaili 2002). So for this reason, it is important to see how risk mitigation strategies in Bech's concept can be analyzed with the concept of Islamic rules in muamalah fiqh (Wirahadinofa & Ismail, 2024).

Much has been written about avoiding risk in transactions in the digital era. If divided, they can be grouped into several aspects. First, aspects of Islamic law regarding online transactions, namely by (Norman and Aisyah 2019) and (Abduroman, Putra, and Nurdin 2020). Second, from the risk aspect of online buying and selling by (Wulandari 2015). Third, from the aspect of risk management in online buying and selling by (Kurniandy 2016) and (Rahayu and Damanuri 2023). Fourth, from the aspect of Islamic law reviewing consumer protection in online buying and selling by (Janah 2021). The number of studies on this matter shows that the theme of online buying and selling and everything that surrounds it is very interesting to study.

This research specifically discusses how the risks of online transactions can be avoided and minimized by using Ulrich Beck's risk mitigation concept and then looking at it from the perspective of muamalah jurisprudence. So there are two problem formulations in this research, first, how to mitigate the risks of online buying and selling according to Ulrich Beck's concept. And second, what is the view of muamalah jurisprudence regarding these risk mitigation steps. Considering that there are more and more online transactions today, it is necessary to study the perspective of Muamalah jurisprudence in mitigating these risks.

2. Methods

This research uses a qualitative approach. Research data was collected using library research techniques, by referring to various sources such as articles, journals, websites that are relevant to the research object. Then analysis and study of the data collected was carried out. And presented and explained descriptively.

3. Results and Discussion

Online Shopping in the Digital Era

Online shopping is the practice of buying and selling via the internet network on a national, regional, continental scale and throughout the world. Executed efficiently and massively via the internet network, this practice facilitates the transaction process for sellers and buyers. The seller does not need to meet the buyer face to face, there is no process of directly witnessing the goods being sold, and payment is made through a third party. Even though at first glance it may seem like there is ambiguity and uncertainty, online buying and selling throughout the world continues to develop rapidly and is increasingly varied in both transaction systems and types of goods sold (Ariyani 2019).

This online shopping activity is also known as e-commerce transactions. According to Andam as quoted by Fitriadi, e-commerce is the use of electronic communication technology and digital information processing in business transactions to create, change and redefine value-adding relationships between organizations and between organizations and individuals (Fitriandi 2020). The rapid growth of electronic commerce transactions is due to several advantages that these transactions have compared to conventional business transactions. Bloomidea.com states that some of these advantages include the ability to reach global markets, cutting distribution chains, narrowing the distance between sellers and buyers, and reducing costs (Fitriandi 2020).

Nowadays, one of the media used for online transactions is the marketplace. Marketplace is a business model where the website in question not only helps promote merchandise, but also facilitates online money transactions. A website provides land or a place for sellers to sell their products (Administrator 2019). Among the several types of marketplaces commonly used for online sales today, such as Shopee, Buka lapak, Lazada, etc. There are many reasons why people choose to carry out shopping transactions using this marketplace, including that online shopping is faster, easier and some of it is even cheaper. They don't need to spend a long time on the street just to look for the items they need, transactions are easy because they can be done anywhere, and sometimes the prices they get are much cheaper than shopping in regular stores (Janah 2021).

When a buyer wants to buy an item with the marketplace, he just needs to create an account on the marketplace platform by filling in personal data. After the registration process is complete, buyers can make purchases by searching for the items they want by simply typing the name of the item in the search field. After that, various product images will appear from various online stores complete with detailed prices and ratings from previous buyers. This assessment will influence the shop's rating compared to other online shops. The higher the rating of the online shop, the more visible it is that the shop has a high level of trust and satisfaction from buyers. After finding a suitable item, the buyer just clicks on the image of his choice and adds it to the basket to process the packaging and delivery of the goods by the online shop. And by paying via the transfer method, after that his order will be processed and he just has to wait for the goods to arrive at his house according to the address he wrote down. In this way, it can be understood that online transactions make it easy for everyone to buy the goods they want (Administrator 2019).

However, despite its convenience, online shopping activities also have risks that need to be taken into account. Not meeting sellers and buyers in online shopping transactions opens up the opportunity for unexpected risks to occur. From the data collected, online buying and selling is actually not really safe selling, it's just that there are so many conveniences on offer (Waringin 2017). This shows that in online transactions there are so many possible risks that could affect anyone who uses them. Both in terms of trust in the seller, guaranteeing the suitability of the goods, safeguarding the buyer's data and many other things.

For this reason, recognizing the various risks will make buyers more alert and careful when shopping online. So, a series of steps and methods can be taken to avoid these risks, or at least reduce the impact of the risks they cause.

Business Concepts in Muamalah Fiqh

Islam is a religion that regulates every aspect of the lives of its followers, including the realm of buying and selling transactions. In fiqh, the activity of buying and selling is called *al-bai'* (البيع). Where it means the exchange of assets for assets from one party to another party with the consent of both parties (Zuhaili 2002).

Buying and selling activities that are legal and correct in Islam must be provided that the terms and conditions are met. According to the majority of ulama, there are three pillars of buying and selling: the first is the contract agreement, which is called ijab and kabul, which shows the consent of both parties. Second, there are two parties to the contract, namely the seller and the buyer, provided that both are people who are qualified to enter into a contract. And the third is, there are goods and means of exchange (money) to carry out transactions. And these three pillars must be realized properly so that the sale and purchase contract is valid (Zuhaili 2002). So any transaction, whether digital or non-digital, must pay attention to these three elements so that the transaction is said to be in accordance with Islamic muamalah principles.

Apart from these basic things, muamalah transactions in Islam must also comply with Islamic business ethics. Among the business ethics is the importance of honesty and transparency from all parties to the agreement. There are no violations of sharia such as usury (excess without compensation), *gharar* (obscurity), *zalim* (oppression) and *maysir* (gambling). Usury itself is one of the major sins prohibited by religion. Likewise with gharar. In a hadith it is stated that, "The Prophet Muhammad Sallallahu alaihi wa sallam forbade buying and selling *gharar*". This is because buying and selling like this can bring disputes and quarrels between the two parties to the agreement. Likewise with gambling transactions, where there is only a game of luck where it is impossible to predict what participants will get from the game. So all kinds of ambiguities and things that lead to taking other people's property without rights must be eliminated (Hamid 2012).

All kinds of prohibited forms of business ethics are aimed at preventing people from all kinds of risks of harm and bringing people to benefit from every transaction they make. This is in accordance with the general principles of jurisprudence, namely (الضرر يزال) that all kinds of harm must be avoided and eliminated (Suyuti 2013).

Risks of Online Buying and Selling Transactions

According to Robisson Barry, quoted by Putri Kusvianti (Kusvianti 2023), risk is the opportunity for an event to have negative impacts and result in losses. Risk is related to uncertainty. And uncertainty itself is an opportunity for an event that cannot be calculated. The uncertainty we face that is beneficial is usually interpreted as opportunity, there is also uncertainty that is detrimental, and this is usually called risk.

In online buying and selling transactions, there are various possible risks experienced by transaction actors, some of these risks are:

1. Inconsistency between the images/photos posted and the goods that reach the buyer.

Of the many risks that online buyers may accept, the risk of the goods not being compatible with the images displayed by the online shop is the risk that occurs the most. This risk is sometimes related to the size of the goods, the color of the goods, the number of goods, and other discrepancies (Waringin 2017).

In some cases, it was found that the goods sent were fake goods that did not match the picture. This delivery of counterfeit goods is usually due to using transaction media that do not have an official institution or trusted marketplace for purchasing goods, such as purchasing via the WhatsApp, Facebook, Instagram, etc. applications. The risk of dishonesty and insecurity from online sellers is the most common risk case among other risks in online buying and selling (Rahayu and Damanuri 2023).

2. There are defects or defects in the goods, or the goods are damaged in transit.

Another risk associated with goods when doing online shopping is the discovery of defects or defects in the goods. Sometimes defects in goods are unintentional and without the seller's knowledge, but there are also vice versa. However, it is difficult to analyze whether defects found in goods when online shopping are intentional or not. But what is clear, this also complements the first risk related to goods purchased using the online system (Xendit 2020).

Apart from that, the risk of goods being damaged during transit is also a threat of problems. Because generally, goods purchased online are not from sellers/shops that are close to you. It could be that the seller is in a different city, province or even island than the buyer. So damage to goods in transit is very likely to occur.

3. Goods that have been purchased cannot be returned.

In some online stores, provisions apply that goods that have been purchased cannot be returned. Things like this in some cases certainly pose a risk for buyers. Especially if the fault element is not from the buyer. Inconsistencies in the goods that arrive, in terms of size, color, type and so on, often make buyers feel anxious about the goods they order. Especially with the difficulty of returning goods that are not suitable. Of course, this is a risk of loss for buyers, especially those whose money has already been paid to the seller (Rahayu and Damanuri 2023).

4. Because you pay using the transfer method via account, it is difficult to get the money back if there is a complaint or return of goods.

Online shopping usually requires payment via a bank account. This is because the seller and buyer are not in the same place. However, this has risks in the form of difficulty in making refunds for the products they have bought and sold. When the product is not suitable, and the goods are returned, the money paid by the buyer experiences problems with being withdrawn. Sometimes it takes several days for the return so the money cannot be used for other purposes. It will be even more difficult if online transactions do not use the services of a trusted third party such as a marketplace as the fund holder. Then the possibility of returning the buyer's money will be increasingly difficult to realize (Xendit 2020).

5. Goods take a long time to arrive at the destination address.

After the buyer finds a suitable shop and goods that match their wishes, the next step is to wait for the seller to send the goods. Delivery of goods usually takes different times depending on how close or far the distance is between the seller's shop and the buyer's address. Under normal conditions, goods can arrive at the buyer's address within the estimated time.

However, in reality, delivery times sometimes exceed the estimated time. Among several causes found were delays on the part of the seller in processing the ordered goods. It could be late in packing the goods, late in handing over the goods to the expedition, and sometimes the goods purchased are not in the shop, so to be able to send the goods, you have to buy them somewhere else first, then send the goods. This certainly risks the goods arriving late at the destination address (Ulfa 2019).

6. Admin and service are not friendly.

In online shopping, the most common communication media is written media such as online chat. Not through verbal media like transactions in general. In online chat, someone cannot pay attention to the expressions of the person they are transacting with, and does not know who they are transacting with. This reduces the sense of appreciation and respect because we don't know who we are transacting with, whether people are the same age, older or younger. However, in direct communication, of course there are different word choices for different types of people (Ulfa 2019).

Ulrich Beck's Risk Mitigation Strategy Concept in Online Shopping

The risk of an event that is unexpected but will definitely occur in human life. As a step to defeat risk, Bech said there are three ways to mitigate the risks posed by online transactions. The three ways can be concluded as: 1) Avoiding risk, 2) Minimizing risk, and 3) Insuring risk (Beck 1992).

Avoiding risk is avoiding the causes that arise as a result of a risk. Risk avoidance is a strategy that can be used to face or avoid risk. By avoiding risk, we will not face losses caused by risk. Reducing risk means minimizing the possibility that a risk will occur or minimizing the losses that can be incurred due to a risk. By using this strategy, risk can be contained. Risks can also be prevented by reducing losses. Insuring risk is transferring risk into insurance. Insurance itself is the most important thing for a risk management program. Insurance is also a transfer of risk, where the insurance party agrees to receive all financial burdens that occur due to risk or impending loss.

If these three methods are applied to online transactions, then the form of risk mitigation can take the form of various steps and stages.

a. Avoid risks

This can be done by choosing a trusted platform and checking the reputation of the online seller/shop. Choosing a trusted e-commerce platform is an important first step in mitigating risk. Make sure to shop on a platform that has a good reputation, lots of positive reviews, and strong consumer protection. Leading e-commerce platforms often provide guarantees for transactions, which can protect both buyers and sellers.

Avoid making transactions on questionable buying and selling platforms. Before making a transaction, check the seller's reputation. Read reviews from previous buyers and look for information about the seller's history. This helps buyers assess the seller's reliability and avoid fraud. In this way, buyers can avoid losses and risks during online transactions.

b. Minimize risks:

This can be done by:

1. Use a secure payment method and save proof of transaction.

Always use a secure payment method, such as a credit card or reputable online payment platform. Avoid paying by cash or direct bank transfer if possible. These payment methods often provide an additional layer of protection. And always keep all proof of transactions, such as receipts and confirmation e-mails. This document is very useful if a problem occurs in a transaction and the buyer needs to prove the payment or order that has been made.

2. Use a trusted shipping service and check the return policy and warranty.

When the buyer's ordered goods are sent, make sure to use a trusted delivery service. If possible, choose a shipment that comes with a tracking number so you can follow the delivery status of the item. Large expeditions such as JNE, JNT and the like. Make sure buyers understand the applicable return and warranty policies. Some items may have warranties/guarantees, and individual sellers may have different return policies. By understanding this, sellers can help buyers deal with problems if goods arrive in a defective condition or do not match the description.

3. Communicate intensely with the seller.

Don't hesitate to communicate with the seller if the buyer has any questions or concerns. Good communication can help prevent misunderstandings and resolve problems better. The online chat service provided by e-commerce platforms is very helpful in connecting buyers with online shop owners. So every problem, confusion and doubt must be communicated immediately in order to find the best solution to the problem at hand.(Sundari et al. 2023)

c. Insuring risks.

Insurance is a written agreement between the customer (insured) who transfers the risk to an insurance company that is willing to accept the risk transfer and accept premium contributions, and promises to pay claim compensation if the insured experiences a disaster/claim covered by the insurance policy (Tila, Mukhsinun, and Fursotun 2019).

With this insurance system, buyers in online buying and selling can use insurance services to protect the goods they buy, and so that the goods ordered are safe while traveling until they reach their destination address. This method is effective in avoiding risks that may occur due to disasters, accidents and various other risks.(Wandri et al. 2023)

Risk Mitigation Analysis in Online Shopping from a Muamalah Fiqh Perspective

If we look at the concept of muamalah fiqh and Islamic business ethics, we will find that Islam comes with rules to maintain balance and fairness in buying and selling transactions. So all forms of danger and risk must be avoided and prevented before they occur. So efforts to prevent risks from occurring or also minimize risks that will occur, as stated in Ulrich Beck's risk mitigation concept, are an application of the concept of business ethics in Islam itself. And this is proven by the evidence from the verses of the Koran, the Sunnah of the Prophet and the rules of jurisprudence that show this(Dafizki, Rosman, and Busyro 2023).

1. The concept of risk aversion.

In Islam, risk can be categorized as a harm that must be avoided. The prophet's hadith which later became a reference was his words (لا ضرار ولا ضرار) which means, "Do not give harm (risk) and do not repay harm with harm." This later became a rule of jurisprudence that was used in many other matters, such as the rule (الضرر يزال) that: "All disadvantages must be eliminated" (Abd Wahhab al-Khallaf 1968). So efforts to prevent and avoid risks must begin by trying to properly identify what will be done. Including when choosing to shop online. If we don't know whether the marketplace platform is trusted or not, or we don't know the owner of the stall account, and don't know the game rules applied by the stall, then it's best to avoid making transactions with that platform and sales account. Even in QS. Al-Isra: 36 explains, "And do not follow what you do not know." Of course, this is so that people avoid risks and harm that might befall them due to ignorance and lack of information(Jayusman et al. 2024).

2. The concept of minimizing risk by taking lighter risks.

Sometimes risks cannot be avoided completely. So the effort that can be made is to ensure that the risk effects do not spread or widen. This is like a case of late delivery of goods so that they reach the buyer late. Buyers' needs are not all the same. In the event that the buyer needs the goods purchased to arrive quickly, the buyer needs to find out in depth what delivery services can deliver the goods in a quicker time. This is certainly quite difficult and tiring, especially if the buyer is still relatively new to online buying and selling transactions. But this difficulty will later bring ease.(Fitria 2023)

Likewise, when a buyer wants to buy something from a particular stall, the buyer must read in detail the shop's rating, comments from previous buyers, even read in full the product offerings and rules of the online shop and ask for clarity by asking the shop admin directly via chat. on line. This is a little difficult at first, but in the future it will be very easy. But this little complexity and risk must be carried out to avoid much bigger risks. In accordance with the principle of the rule (إذا تعارضت مفسدتان روعي أعظهما ضررا بارتكاب أخف الضررين) "If two disadvantages meet each other, then they must the one with the least harm is chosen" (Abd Wahhab al-Khallaf 1968).

3. The concept of insuring risk.

To fulfill a sense of security regarding the risk of goods safety in transactions, someone can use insurance services. In many marketplaces, services are available to insure the goods ordered. So that the goods can arrive safely to the recipient's address. Of course, what is highly recommended is insurance that adheres to sharia principles (sharia insurance) as stated in the MUI DSN Fatwa No. 21 of 2001 (dsnmui.or.id 2024) concerning sharia insurance, so that no business rules and ethics are violated because it does not contain elements of ribawi transactions.

It's just that if you haven't found sharia insurance that is directly connected to the marketplace, then you are allowed to use conventional insurance services available on the marketplace for people who are in a desperate situation or have a strong need for it. This is in accordance with the rules of jurisprudence (الضرورات تبيح المحظورات) that "A state of emergency/choking allows someone to do something that is prohibited" (Suyuti 2013). However, this does not mean that you are free to carry out sharia prohibitions, because the ability to do so must be measured according to one's needs (الضرورات تقدر بقدرها), "That harm must be measured according to one's needs" (Abd Wahhab al-Khallaf 1968).

4. Conclusions

The digital era has brought many changes, including in buying and selling transactions. Online buying and selling that is carried out now provides convenience in transactions, but also has various risks. The risk mitigation concept offered by beck can be a means to carry out this stage. Where risks can be prevented by avoiding risks, minimizing risks and insuring risks. And beck's risk mitigation concept is very compatible with the concept of muamalah fiqh in islam. Where there are rules about upholding justice, honesty and transparency. As well as a prohibition against doing all things that lead to risk and harm.

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