
The Practice of Buying and Selling Online Using the Cash On Delivery Method on the Shopee Application in the Perspective of Islamic Law: A Case Study of Students of the Az-Zaytun Islamic Institute of Indonesia*

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Abstract

The mechanism of buying and selling carried out online has advantages for Shopee application users who do not have an e-wallet and can minimize the occurrence of fraud. However, Cash on Delivery payment transactions on the Shopee application lately often cause problems made by buyers because buyers are not responsible for making payments that result in cancellations in their transactions. The factors behind the cancellation of the contract in the Cash on Delivery transaction on the Shopee application are that the goods do not match the product description, the buyer does not have money to pay, the goods are damaged when received, the buyer cannot be contacted, and the buyer changes his mind to buy. The practice of buying and selling using the Cash on Delivery method on the Shopee application is in accordance with Islamic law. Where buying and selling in Islam is given the freedom to choose to cancel the trade contract or continue the trade contract.

Keywords: *Cash on Delivery; Buying and Selling Online; Shopee*

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A. INTRODUCTION

The internet has become one of the media that makes it easier for economic actors to conduct transactions without having to meet in person. This condition makes many business people start to aggressively use the internet as a tool to support their business activities. This is used as a good opportunity in offering goods and services to consumers through online stores. Trading activities through the internet are popularly known as e-commerce. In Indonesia, this e-commerce phenomenon has been known since 1996 with the emergence of the website <http://www.sanur.com/> as the first online bookstore. Although not yet very popular, in 1996 various sites began to appear that did e-commerce.³ In Indonesia, e-commerce takes the shape of a marketplace application that makes purchasing and selling simple, efficient, and effective for all users. The definition of a marketplace is a centralized location for online commercial transactions. In this instance, the marketplace becomes a third party that provides a venue for online selling, and sellers who utilize the marketplace to sell must abide by and comply with all conditions stated in the marketplace application.⁴

Payment in online buying and selling can be done by directly transferring money for the goods ordered and possibly adding shipping costs. One of the payments that buyers are most interested in is Cash on Delivery (COD).⁵ One of the people on either end of an online purchase or sale could be harmed by the system itself. Everyone involved, including the buyer and the vendor. A healthy sale and purchase transaction is one in which neither the vendor nor the purchaser nor the merchandise itself has any reason to suspect that the other is engaging in fraudulent activity.⁶

In a cash-on-delivery sale conducted through the Shopee marketplace, the seller advertises his wares by posting pictures of the items for sale alongside details such as the price and the seller's phone number. It appears that many disputes originate from customers, either because they are careless with their payments or because sellers aren't thorough enough when shipping the goods ordered by the customer. Therefore, the *khiyar* right exists in Islamic law,

³ Runto Hedianan dan Ahmad Dasuki Aly, "Transaksi Jual Beli Online Perspektif Ekonomi Islam" *Jurnal Penelitian Hukum Ekonomi Syariah* Vol.3 No.2 (Cirebon: Pass Sunyaragi, 2016), h.43.

⁴ Winda Noviana, Thesis: "Tinjauan Hukum Ekonomi Syariah terhadap jual beli Online dengan sistem Cash On Delivery pada aplikasi Marketplace dihubungkan dengan UUU No 08 Tahun 1999 tentang Perlindungan Konsumen" (Bandung: UIN Sunan Gunung Djati, 2021).

⁵ Adryansyah, "Analisis Pengaruh Reputasi Penjual Kualitas Informasi dan Layanan Purna Jual Terhadap Keputusan Pembelian Konsumen Secara Online" Vol.2 (Jakarta: Universitas Bakrie, 2013) h.26.

⁶ Dhasep Aberta Satriadin, Skripsi: "Tinjauan Hukum Islam Terhadap Khiyar Dalam Jual Beli Sistem CASH ON DELIVERY (Cash on Delivery)" (Yogyakarta: UIN Sunan Kalijaga, 2013).

allowing the seller and the buyer to decide whether or not to continue with the contract process prior to continuing the transaction. The goal of *khiyar* is to ensure that no one is hurt in the event of a dispute between a vendor and a buyer. Since this is the case, the author of the following paper, *Online Buying and Selling Practice Using the Cash on Delivery Method on the Shopee Application from an Islamic Law Perspective (Case Study of Az-Zaytun Indonesian Islamic Institute Students)*, is curious as to whether or not the use of such practices is in accordance with Islamic Law.

B. METHODS

This study uses descriptive qualitative research, with the methods of observation, interviews, and documentation as data collection techniques, with the results obtained will be stated in the form of narrative not numbers.⁷ The objects in this study are students of the sharia faculty of the Az-Zaytun Indonesian Islamic Institute (IAI AL-AZIS) who often shop using Shopee. The researcher uses the data triangulation technique to test the validity of the data which is defined as a technique for checking the validity of the data that uses something else, the researcher rechecks the findings by comparing them with sources, methods or theories.⁸

C. RESULTS AND DISCUSSION

1. Buy and Sell Online

Online commerce is "the efficient and vast activity of buying and selling through the internet network on a national, regional, continental, and worldwide scale," as defined by the Oxford English Dictionary.⁹ In the context of *syara'*, the transfer of ownership from one party to another in exchange for goods or money is understood to constitute a sale. As defined by Malikiyah theorists, commerce entails the exchange of one good or service for another. Meanwhile, Hanafiyah

⁷ Setiawan, Johan, dan Albi Anggito, *Metode Penelitian Kualitatif*, (Sukabumi: CV Jejak, 2018), h.8.

⁸ Lexy J. Moleong, *Metodologi Penelitian Kualitatif*, Edisi Revisi II (Bandung: PT. Remaja Rosdakarya, 2009) h.330.

⁹ Novi Eka Ariyani, "*Membincang Jual Beli Online*", 2019 (<https://syariah.iain-surakarta.ac.id/membincang-jual-beli-online/> Diakses pada 24 Desember 2021)

scholars define it as exchanging assets for assets or exchanging something wanted for an equivalent through swapping assets.¹⁰

According to the preceding definition, the essence of buying and selling is an agreement between two parties to exchange valuable goods or objects voluntarily, with one party receiving the object and the other receiving money as compensation for goods, in accordance with the terms of the agreement and the provisions that have been made, justified, and agreed upon. Islam promotes the legitimacy and legality of buying and selling in general, while rejecting and prohibiting usury.

There are several verses in the Qur'an and hadith that form the legal basis for buying and selling, namely:

First: Al-Qur'an Q.S Al-Baqarah verse 275

"Those who eat (take) usury cannot stand but like the standing of a person who has been possessed by Satan because of (pressure) madness. Their condition is like that, is because they say (opinion), actually buying and selling is the same as usury, even though Allah has justified buying and selling and forbidden usury. Those who have reached the prohibition from their Lord, then continue to stop (from taking usury), then for him is what he had taken first (before the prohibition came); and its affairs (up to) to Allah. People who return (take usury), then that person is the inhabitants of hell; they abide in it."

Second: Hadith. "Buying and selling is valid if there is a willingness" (as-Shan'ani). The meaning of willingness in buying and selling is difficult to describe, but many scholars agree that the willingness to buy and sell occurs through the agreement of both parties, namely the existence of consent and qabul.¹¹

Buying and selling can be examined from various angles. There are two types of buying and selling from a legal standpoint: legal buying and selling and illegal buying and selling, both in terms of the object of sale and purchase and the parties involved. Imam Taqqiyuddin's opinion regarding the objects that are used as objects of sale and purchase is that buying and selling can be divided into three categories: buying and selling visible objects, buying and selling objects whose properties are only mentioned in the promise, and buying and selling illegal objects.

The scholars of fiqh concur that purchasing and selling is a sort of real estate contract. Following are the cornerstones of purchasing and selling: a)

¹⁰ Misyruidah, *Fiqh* (Palembang: Grafika Telindo Press, 2013)

¹¹ Sayyid Sabiq, *Fiqh Sunnah*, h.233

Contracting parties (seller and buyer); b) Exchange value of products (money) and purchased goods; c) Shigata (Ijab qabul). Purchasing and selling transactions must adhere to these tenets. If one of the pillars is missing, the transaction cannot be classified as purchasing and selling.¹²

The conditions for the validity of buying and selling according to the number of scholars are in accordance with the pillars of buying and selling, which are related to the subject, object and consent of the qabul.

- a) According to the topic (the vendor and the customer), they are rational, mature, and self-sufficient, and neither party is wasteful (wasteful).¹³
- b) According to the object, the object is holy, usable, the contracting party's property, able to supply, the clarity can be determined, and the contract's goods are in the possession of the seller.¹⁴
- c) Lafadz or consent qabul. Ijab is a statement by the first party regarding the contents of the desired engagement. While qabul is a statement from the second party to accept it.¹⁵

According to the Wahbah Zuhaili Book, a contract can be terminated for a variety of reasons, including contract damage (fasid), the existence of khiyar rights, the cancellation of the contract (iqalah), the absence of tanfidz (application or application), and the expiration of the contract period or achievement of the objective.¹⁶

Regarding the cancellation of the contract, Islamic contract law requires that it adhere to a specific procedure. The required procedures are as follows: notifying the party making the agreement in advance, stating the reasons for submitting the cancellation along with evidence, providing a grace period, carrying out the cancellation peacefully, and carrying out the cancellation through war if the other party precedes the attack and betrayal of the agreement.¹⁷

¹² Hendi Suhendi, *Fiqh Muamalah* (Jakarta: PT. Rajagrafindo Persada, 2010), h.75-77

¹³ Lubis Suharwadi, *Hukum Ekonomi Islam* (Jakarta: Sinar Grafika, 2000)

¹⁴ Chairuman Pasaribu, *Hukum Perjanjian Dalam Islam* (Jakarta: Sinar Grafika, 2004)

¹⁵ Ahmad Azhar Bashir, *Asas-asas Hukum Muamalat* (Yogyakarta: UII Press Abstract, 2000)

¹⁶ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu* (Depok: Gema Insani, 2011), h.471

¹⁷ Chairuman Pasaribu dan Suhrawadi K Lubis, *Hukum Perjanjian dalam Islam* (Jakarta: Sinar Grafika, 1994), h.6-7

2. E-COMMERCE

E-commerce in a narrow sense is defined as a sale and purchase transaction for a product of goods, services, or information between business partners using a computer network based on the internet, whereas e-commerce in a broad sense is interpreted similarly to the term e-business, which includes online transactions, but also customer service, trade relations with business partners, and internal transactions within an organization.¹⁸

There are several features that must be owned by e-commerce such as product/service catalogs, product stock information, shopping carts, customer service, and others. E-commerce is of course made in a dynamic form. This type of e-commerce focuses on ordering products and online transactions.¹⁹

Transaction activities in e-commerce are very diverse, so to distinguish them it is necessary to qualify them by type. The types of transactions in e-commerce include:²⁰

- 1) Business to Business (B2B), can be interpreted as an online business communication system between business people.
- 2) Business to Consumer (B2C), is a retail transaction with individual buyers.
- 3) Consumer to Consumer (C2C), transactions where consumers sell products directly to other consumers.
- 4) Consumer to Business (C2B), are individuals who sell products or services to organizations and individuals who are looking for sellers and make transactions.
- 5) Non-Business Electronic Commerce, includes non-business activities such as the activities of educational institutions, non-profit organizations, religious and others.
- 6) Intrabussines (Organizational), Electronic Commerce This activity includes all internal organizational activities via the internet.

¹⁸ Munir Fuady, *Pengantar Hukum Bisnis Menata Bisnis di Era Globalisasi* (Bandung: Citra Aditya Bakti, 2008), h. 407

¹⁹ Rintho Rante Rerung, *E-commerce Meningkatkan Daya Saing Melalui Teknologi Informasi* (Yogyakarta: CV Budi Utama, 2018), h.49

²⁰ Munir Fuady, *Pengantar Hukum Bisnis Menata Bisnis di Era Globalisasi* (Bandung: Citra Aditya Bakti, 2008), h. 408

3. SHOPEE

Shopee is an online-based buying and selling application that can be accessed easily and quickly, users can shop and sell various products via mobile phones anywhere and anytime without having to waste time and energy. This platform offers a wide range of products, equipped with secure payment methods, integrated delivery services and innovative social features to make buying and selling more enjoyable.²¹

Users can buy products easily through the Shopee website or application. Here's how to make a purchase on the Shopee app:

- 1) Download the feature directly on the AppStore for IOS users and PlayStore for Android users..
- 2) Create a Shopee account as a condition to be able to make buying and selling transactions at Shopee.
- 3) Search for the product you want, you can select various categories and sub-categories that are already available on the search page on Shopee.
- 4) After finding the product you are looking for. Read carefully the product description and rating on the store to avoid unwanted things when buying products.
- 5) Define Product Variations. For certain items you need to determine the desired product criteria such as color, size, quantity, and so on.
- 6) Select the "Add to Cart" option if you want to add different product variations or you can select the "Buy Now" option to place an order.
- 7) On the "My Cart" page you can place an order by selecting the product variant you want to buy. You can also enter a Free Shipping Voucher and Cashback if you have previously claimed a Shopee voucher.
- 8) Click "Checkout". On the checkout page, make sure that the shipping address, size, and product variation you have selected are correct.
- 9) Select the payment method you want. If you have finished determining the payment method, you can click "Create Order".
- 10) If the payment has been successfully made and confirmed by Shopee, the product you purchased will automatically appear on the "My order"

²¹ Ayu Diah Minuriha, Skripsi: "Tinjauan Hukum Islam Terhadap Jual Beli Dalam Marketplace Online Shopee di Kalangan Mahasiswa UINSA Surabaya" (Surabaya, UINSA Surabaya, 2018)

page in the "Packaged" section. Then click "Contact seller" if you have any questions regarding your order.

Shopee accepts Shopee Partners, ShopeePayLater, credit cards, bank transfers, ShopeePay, Cash on Delivery, as well as additional payment methods including Alfamart, Indomaret, Oneklik, Kredivo, credit card installments, and Akulaku.²²

Each payment option has benefits and drawbacks. The benefit of bank transfer and credit card payments is that there are no administrative costs, but the account balance must be sufficient for transactions. Moreover, if the buyer does not have mobile banking, he or she must visit the nearest ATM, which demands additional time and effort. It is sufficient to go to the nearest minimarket and mention the payment code to the cashier in order to pay through minimarkets. In addition to needing additional time and effort, the customer is also charged an additional service fee when utilizing this payment option.²³

Buyers can apply for a refund/refund if the package does not arrive, or if the item received is wrong, defective, or different from the description/photo. Shopee recommends communicating with each other between sellers and buyers through the chat feature available on the application. Through open communication many problems can be resolved peacefully. After contacting and getting approval from the seller, the buyer can return the goods with the receipt number that has been set by Shopee to the nearest expedition drop point.²⁴

4. CASH ON DELIVERY

Cash on Delivery is a cash payment made when the goods purchased have arrived at their destination, in other words, Cash on Delivery means buying and selling transactions where the seller and buyer directly meet. Cash on Delivery means that the price of the goods purchased must be paid at the invoice price when the goods are sent and received by the buyer.²⁵

²² Shopee, "*Opsi pembayaran apa saja yang didukung Shopee*", 2020 (<https://help.Shopee.co.id>) Diakses pada 12 Juni 2022)

²³ Hanum Ulfah Baiti dan Febriyanti, "Relevansi dalam Iklan Shopee COD: Sebuah Kajian Pragmatik" Tabasa: Jurnal Bahasa, Sastra Indonesia, dan Pengajarannya. Vol.2 No.1 (Surakarta: IAIN Surakarta, 2021) h.62

²⁴ Shopee, "*Kebijakan Pengembalian Dana dan Barang*", 2021 (<https://Shopee.co.id/docs/3613>) Diakses pada 12 Juni 2022).

²⁵ Tri Astuty, *Buku Pedoman Umum Pelajar Ekonomi* (Jakarta: Vicosta Publishing, 2015), h.111

As an e-commerce platform, Shopee includes a variety of appealing features that make it easier for users to satisfy their specific interests. One of the available features is Cash on Delivery (pay on the spot). The Cash on Delivery mechanism in the Shopee program is in high demand since it simplifies purchasing, eliminates the need to leave the house, and offers cheaper prices than other marketplaces.²⁶

Ordering Procedure. Buyers can make purchases using Cash on Delivery (Pay on the spot) by following these steps:

- a. Choose a delivery service that provides Cash on Delivery as a payment method.
- b. Pay the order along with shipping costs (if any) in cash on the spot to the courier in accordance with the payment invoice.
- c. Shoppers can also use the "Cash on Delivery" filter on the search page.

The payment process is carried out after the buyer completes the order, the buyer can wait for the order to be sent by the delivery service. When the order arrives at the destination, the buyer must pay the total order along with shipping costs (if any) in cash to the courier according to the total cost listed on the checkout page. After the order is paid for, the buyer is welcome to check and if the goods are in accordance with the order, continue by clicking "Goods Received" and provide an assessment so that the seller's rights will immediately enter the seller's account.

The Buyer can apply for a refund/refund if the Buyer does not receive the item from the Seller, or if the item received is wrong, defective, or different from the description/photo. Submission of return of goods and funds can be made if:

- a). The product you receive is damaged, defective, or does not function properly;
- b). The product does not match the order/different from the description or photos in the shop window; c). Mutual agreement with the Seller.

All shipping providers provide a 100% replacement guarantee at no additional cost when the replacement cost is equivalent to the item's cost. You can file a report using the Damaged Products When Received/Returned Items Not Received Form if Cash on Delivery cases are lost or damaged during delivery (either on the route to the Buyer or to the Seller when the goods are returned).²⁷

²⁶ Dea Safilah, Mahasiswa IAI AL-AZIS, Wawancara via Google Meet, 28 Mei 2022 pukul 20.04

²⁷ Shopee, "*COD Bayar di Tempat*", 2022 (<https://seller.Shopee.co.id/edu/article/3360/COD-Bayar-di-Tempat> Diakses pada tanggal 1 Juni 2022)

Adapun syarat dan ketentuan transaksi menggunakan metode *Cash on Delivery* yaitu Jasa kirim yang mendukung metode pembayaran *Cash on Delivery* adalah J&T Express, Shopee Express, Standar Ekspres (pengiriman dari luar negeri) dan ID Express. Pembelian produk dengan metode *Cash on Delivery*, hanya berlaku bagi toko online/penjual Shopee yang mengaktifkan fitur *Cash on Delivery*. Cash on Delivery can be used by buyers who reside in areas where this payment option is accepted (based on the delivery service used). If delivery fails, the delivery provider will attempt delivery again. If the order fails to be delivered to the Buyer (because the Buyer cannot be reached / the Buyer refuses to accept the purchase) and is therefore returned to the Seller, neither the Buyer nor the Seller are responsible for the return postage, as Shopee bears the cost.²⁸

5. The Practice of Buying and Selling Online Using the Cash On Delivery Method on the Shopee Application

Shopee as an e-commerce platform has various interesting features that make it easier for users to serve according to their interests. One of the features offered is Cash on Delivery (COD). Transactions using the Cash on Delivery method on the Shopee application are the right solution for buyers who do not have a bank account and e-wallet because it makes it easier to pay for orders. According to interviews with sharia faculty students who frequently use the Cash on Delivery payment option, it is easier to utilize Cash on Delivery because there is no need to wait in line at minimarkets. In addition, transactions with Cash on Delivery are safer and can reduce the likelihood of fraud.

Many consumers are interested in shopping using the Shopee application because it can support daily activities. In the following, the researcher describes the advantages and disadvantages of the Cash on Delivery method system on the Shopee application from the results of interviews that have been conducted with sharia faculty students who often use Shopee.

The advantages of the Cash on Delivery System are:

- a) Easy and Practical. Muhammad Armansyah revealed that the Cash on Delivery method is easier and very practical. When there is no balance in the account or e-wallet, so choose Cash on Delivery because it is easy and practical to just sit at home and wait for the goods to arrive.²⁹ This is the

²⁸ Shopee, "*Bagaimana cara melakukan pembelian menggunakan COD (Bayar di Tempat*", 2019 (<https://help.shopee.co.id/portal/article/72658> Diakses pada tanggal 4 Mei 2022)

²⁹ Muhammad Armansyah, Mahasiswa IAI AL-AZIS, Wawancara via Google Meet, 30 Mei 2022 pukul 21.00

reason for the large number of Shopee users who make transactions with the Cash on Delivery system.

- b) Safe and Avoid Fraud. Currently, many buyers switch to using the Cash on Delivery method for reasons that it is safer and can avoid the risk of fraud because if the goods received are not suitable, the buyer can apply for a refund to the seller.³⁰
- c) Payment is made when the goods arrive. The advantage of Shopee's Cash on Delivery is that it can make payments when the goods arrive by giving some money to the courier. For buyers who do not have an e-wallet or account, there is no need to worry because Cash on Delivery makes it very easy for buyers to make payments.³¹

The Cash on Delivery system has drawbacks including:

- a) Courier Makes Returns of Goods unilaterally. One of the drawbacks of this Cash on Delivery system is that couriers return goods unilaterally without the consent of the buyer on the grounds that the recipient's phone number cannot be contacted.³²
- b) Goods Arrive When The House Is Empty. The drawback of the next Cash on Delivery system is that the goods arrive at the recipient's address when the house is empty and the courier asks for more than the total order.³³
- c) Very Long Shipping. Delivery of goods that are very long does not match the estimates that have been estimated, especially if the house is empty then the package will be returned automatically by the courier. This makes buyers less satisfied with the Shopee Cash on Delivery system service.

The Cash on Delivery payment mechanism in e-commerce has often caused problems for buyers in Cash on Delivery transactions. Buyers who are not responsible for making payments result in cancellation of the transaction.³⁴

The following are the factors behind the cancellation of contracts in Cash on Delivery transactions on the Shopee application: a). Items Not Matching

³⁰ Vivi Nur Maulidyawati, Mahasiswa IAI AL-AZIS, Wawancara via Google Meet, 29 Mei 2022 pukul 18.15

³¹ Riris Mahirotun Nisa, Mahasiswa IAI AL-AZIS, Wawancara via Google Meet, 29 Mei 2022 pukul 17.20

³² Dina Fitria, Mahasiswa IAI AL-AZIS, Wawancara via Google Meet, 28 Mei 2022 pukul 18.15

³³ Rahma Nur Fitri, Mahasiswa IAI AL-AZIS, Wawancara, Babelan, 27 Mei 2022 pukul 13.10

³⁴ Arleani Firizki Rimanadi, Skripsi: *"Pembatalan Sepihak Oleh Customer Shopee Dalam Transaksi Cash On Delivery (Perspektif Hukum Positif Dan Fikih Muamalah)*, (Jakarta: UIN Syarif Hidayatullah, 2022).

Product Descriptions; b). Not Having Money to Pay; c). Goods Damaged When Received; d). Buyer Unreachable; e). The Buyer Changed His Mind. When doing transactions on Shopee, buyers frequently encounter undesirable occurrences, such as receiving items that do not match the photographs of the products sold or the seller sending the incorrect size or variant of the product bought.

Regarding the complaints experienced, buyers are given the option to discuss with the seller and straighten their problems through the chat feature. The following actions are taken by buyers when they experience something undesirable when receiving goods, including: a). Reporting a Complaint to the Seller; b). Provide a Low Store Rating Rating; c). Ignoring Complaints.

6. The Practice of Buying and Selling Online Using the Cash On Delivery Method on the Shopee Application According to the Perspective of Islamic Law

Buying and selling in Islam is given the freedom to choose to cancel the sale and purchase contract or continue the sale and purchase contract in Islamic law called *Khiyar*. A contract will not be perfect, except with the presence of pleasure, as His word: "...except in trade that applies on the basis of consensual between you ..." (Surah An-Nisa: 29).

In Wahbah Zuhaili's book, a contract can cease for a variety of reasons, including contract damage (*fasid*), the existence of *khiyar* rights, contract cancellation (*iqalah*), the absence of *tanfidz* (application or application), and if an agreement has been made during the contract period.³⁵

Regarding the cancellation of the contract, Islamic contract law requires that it adhere to a specific procedure. Following are the procedures that must be followed: Notifying the contracting party in advance, detailing the reasons for the cancellation and providing supporting documentation. Giving a grace period so that the party receiving the cancellation can prepare for the situation, the cancellation must be carried out in a peaceful manner so that it does not result in the cancellation of the agreement hostility and friendship break, cancellation can be carried out through war if the other party initiates the attack and betrayal of the agreement.³⁶

³⁵ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu; Penerjemah Abdul Hayyie al-Kattani, dkk*, (Depok: Gema Insani, 2011) h.471

³⁶ Chairuman Pasaribu dan Suhrawardi K. Lubis, *Hukum Perjanjian dalam Islam*, (Jakarta: Sinar Grafika, 1994), Cet.1, h.6-7

Regarding Cash on Delivery transactions for the purchase and sale of goods, the scholarly consensus is divided, with some claiming it is legal and others claiming it is not. According to Hanafiyah, Malikiyah, and Hanabilah scholars, the salam condition in a sale-and-purchase contract is to hand over the products after a set period of time; hence, a cash-based salam contract is unlawful. According to the scholars of Syaf'iyah, it is permissible to perform a salam contract in cash or in time. If the agreement does not specify when the products will be delivered, but a written agreement exists for the goods being purchased, the contract is legitimate.³⁷

Cash on Delivery transactions are sent by courier. The vendor and buyer agree to hire a courier/delivery service to send the merchandise, and the buyer pays through the service. Buying and selling through this courier is called wakalah in Asy-Shafi'i Fiqh. The transaction is legal. With a notation that the delivery service has an assignment or power of attorney. Without a power of attorney or representative, the bai' al-fudhuli contract is void.³⁸ Among the scholars differing opinions on the issue of bai' al-fudhuli; Hanafi scholars distinguish between representatives in selling goods and representatives in buying goods. According to him, if the representative is appointed to sell goods, then there is no need to get justification (approval) from the person he represents. However, if the representative is appointed to purchase the goods, the sale and purchase is considered valid if it has been approved by the person he represents. According to Malikiyah scholars, bai' al-fudhuli is a form of legal buying and selling, both in selling and buying on condition that the person he represents is permitted.³⁹

Sharia faculty students at the Az-Zaytun Indonesian Islamic Institute (IAI AL-AZIS) buy and sell online utilizing Cash on Delivery on the Shopee app. Buying and selling with contract certainty is enabled due of the khiyar right, which allows Muslims to cancel or continue a sale-and-purchase contract. The law is valid if the individual making the sale and purchase transaction is mature and reasonable. While the law of buying and selling is object-based, the sale and purchase are legitimate if the items are pure. Cash on Delivery transactions on Shopee through this courier are legal if the courier possesses an assignment letter or power of attorney to make the sale. Because it's a bai fudhuli contract (selling

³⁷ Putri Kharyanti, Skripsi: "*Perspektif Hukum Islam Tentang Jual Beli Friend Chicken Dengan Sistem Pesanan di MC'D Bogor*" (Banten: UIN Sultan Maulana Hasanuddin, 2016).

³⁸ Muhammad Rizqi Romdhon, *Jual Beli Online Menurut Madzhab Asy-Syafi'i*, (Tasikmalaya: Pustaka Cipasung, 2015) h.101

³⁹ Nasrun Haroen, *Fiqh Muamalah*, (Jakarta: Gaya Media Pratama, 2007), h.119-120

other people's property). A contract can be canceled if both parties agree or are pleased, because purchasing and selling are based on pleasure or willingness.

D. CONCLUSION

Cash on Delivery (COD) transactions on Shopee are easier for buyers without a bank account and e-wallet. The Cash on Delivery system on Shopee is commonly utilized by purchasers since it's easy, practical, safe, and avoids fraud. Payments are made when the courier delivers the order. Shopee COD has pros and cons. Cash on Delivery on Shopee is easy, convenient, safe, and can prevent fraud. Payments are made when the buyer receives the products. Cash on Delivery at Shopee has problems such as couriers returning products unilaterally, goods arriving when the house is empty, and slow delivery. The contract is canceled when the items don't match the product description, the buyer doesn't have the money to pay, the goods are damaged when received, the customer can't be reached, or the buyer changes his mind.

Sharia faculty students at Az-Zaytun Indonesian Islamic Institute buy and sell using Cash on Delivery on the Shopee app. Buying and selling with contract certainty is enabled due to the khiyar right, which allows Muslims to cancel or continue a sale-and-purchase contract. The law is valid if the individual making the sale and purchase transaction is mature and reasonable. While the law of buying and selling is object-based, the sale and purchase are legitimate if the items are pure. Cash on Delivery transactions on Shopee through this courier are legal if the courier possesses an assignment letter or power of attorney to make the sale. Because it's a bai fudhuli contract (selling other people's property). Contract cancellation must follow Islamic contract law.

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