

Analysis of the Practice of Istishna Contracts in Online Buying and Selling Based on Islamic Law*

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Abstract

This study analyzes the practice of istishna' contract in online buying and selling based on Islamic law. The purpose of this study is to find out and understand the practice of Istishna' contract in buying and selling online at the Headway Leather store and analysis of the practice of Istishna' contract in buying and selling online at the Headway Leather store based on Islamic law. The research method uses a qualitative approach with in-depth interviews with sellers and buyers at the Headway Leather store, totaling 5 informants. The results of the study stated that the Headway Leather online store markets the goods it sells online using Instagram social media, consumers order goods to sellers via DM Instagram and Whatsapp, sellers and buyers make transactions and submit specifications of goods from buyers to sellers. Then the seller asks the manufacturer to make the goods, and the manufacturer makes the goods according to specifications. When the goods are finished, the goods are delivered to the buyer. The practice of istishna' contract in online buying and selling applied at the Headway Leather online store is in accordance with the provisions of the istishna' contract according to the perspective of Islamic law.

Keywords: Analysis; Istishna'; Buy and sell; On line; Islamic law.

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A. INTRODUCTION

It is common practice to engage in both direct and indirect forms of commerce. When a seller and a buyer meet face to face to transact the sale or purchase of an item, they are engaging in a muamalah transaction. In contrast, indirect commerce occurs when two persons transact business without physically meeting in person, but rather through the use of devices with internet access.⁴ However, as society has evolved, so too has science, and it is now advancing at a breakneck pace. One of these areas is the technological and informational one, which has benefited from the government-built supporting infrastructure. Many business owners now use this advanced information technology to advertise their wares to customers. E-marketing is short for "online marketing." Increasing the company's brand recognition is just one of the many advantages that e-marketing offers to businesses and merchants. E-marketing has made it possible for businesses and customers to do business without ever meeting in person. As a result, customers may find what they need quickly and easily without having to physically interact with the store's proprietors.⁵

Islam refers to the online order system used for purchasing and selling as *ba'i as-salam* and *ba'i istishna'*. *Ba'i as-salam* is taking prepayment for a future delivery of an item with specific features. The buyer and seller enter into a contract after reaching an agreement on the price and detailed description of the products being purchased. The type, technical specifications, quality, and quantity of the commodities being ordered must all be well understood.⁶ *Ba'i Istishna'*, on the other hand, is an agreement between a buyer and a seller for the delivery of a good or service meeting particular criteria. Products in an *istishna* transaction do not have other names; rather, a buyer places a first order with a manufacturer to have a specific commodity made. The contract's terms must include the amount to be paid and the type of payment instrument to be used, whether cash, products, or services. Debt relief is not guaranteed with *istishna* payments, but they are made as agreed.⁷

One example of an *Istishna* Transaction in online buying and selling is the manufacture of leather jackets. Technically, the customer can order the items they

⁴ Ummul, M. 2017. *Akad Salam dalam Jual Beli Online ditinjau dari Perspektif Ekonomi Islam, [Skripsi]*. Lampung: Fakultas Ekonomi Islam dan Bisnis Institute Agama Islam Negeri Metro. Hal. 2.

⁵ Napitupulu, R. M. 2015. *Pandangan Islam Terhadap Jual Beli Online. Jurnal At-Tijarah, Volume 1, No.2, Juli-Desember 2015* 122-140.

⁶ Muhajirin, S. (2013). *Jual Beli Dalam Perspektif Islam : Salam dan Istishna'*. *Jurnal Riset Akuntansi dan Bisnis*, 202-216.

⁷ Ardi, M. (2016). *Asas-asas Perjanjian (Akad) Hukum Kontrak Syariah dalam Penerapan Salam dan Istishna. Jurnal Hukum Diktum*, 265-279.

want to make via social media, namely Instagram. Furthermore, the buyer can mention the specifications of the jacket that he wants to make, such as: type, size, and color.

There has been a mismatch between the requested goods and the wishes of the buyer in the production of leather jackets at the Headway Leather online store. The Headway Leather store was unhappy with the size of the jacket that was created and dispatched but didn't fit the customer. Despite the fact that the custom leather jacket is now the correct size for the customer. With this context in mind, the authors of "Analysis of the Practice of Istishna Contracts in Buying and Selling Online Based on Islamic Law (Case Study of Headway Leather)" set out to investigate how the Istishna contract is used in online transactions.

B. METHODS

A qualitative approach was taken for this analysis. In qualitative research, the researcher is the primary tool, and the focus is on the significance of the findings rather than on the number of cases or statistics. Buyers and the original creator of the Headway Leather account make up the study's population. Eleven participants made up the study's sample size. To be more specific, the account's creator and ten individual users.⁸

C. RESULTS AND DISCUSSION

1. Definition of Istishna'

Istishna' is defined as "a sale and purchase contract in the form of an order for the manufacture of particular items with specified criteria, conditions, and pricing agreed upon between the buyer (buyer/mustashni') and the seller (maker/shani)," according to the Fatwa of DSN MUI NO. 06 of 2000. While some Hanafi scholars claim that istishna is a contract employed for something that is subject to the terms of its implementation, others disagree. According to the Hanafi school of thinking, an istishna' contract is formed when one party requests a service from another and the other party agrees to perform that service in exchange for payment.⁹ Therefore, it is evident that an istishna' is a contract that is carried out in the purchasing and selling of products when one party instructs another party to produce things in accordance with the first party's specifications.

⁸ Anggito, A. (2018). *Metodologi Penelitian Kualitatif*. Sukabumi: CV Jejak.

⁹ Djuwaini. (2008). *Pengantar Fiqh Muamalah*. Yogyakarta: Pustaka Pelajar.

2. The Legal Basis of *Istishna'*

Meanwhile, the Hanafi School has approved the *istishna* contract on the basis of *Istihsan* for the following reasons:¹⁰

- a. The community has practiced *bai' al-Istishna'* widely and continuously without any objections at all. This makes *bai' al-istishna'* a case of *ijma'* or general consensus.
- b. In *Sharia* it is possible to have deviations from *qiyas* based on the consensus of scholars.
- c. The existence of *bai' al-istishna'* is based on the needs of the community. Many people often need goods that are not available in the market so they tend to contract for someone else to make goods for them.
- d. *Bai' al-istishna'* is in accordance with general rules regarding the permissibility of contracts as long as it does not conflict with texts or *sharia* rules.

The arguments that are used as the legal basis for *istishna'* include the following:

1). The first hadith is the hadith narrated by Imam at-Turmudzi from Amr bin `Auf: "Peace can be made between Muslims except peace which forbids what is lawful or makes lawful what is unlawful; and the Muslims are bound by their conditions except those that forbid what is lawful or make lawful what is unlawful" (HR. Tirmidhi from 'Amr bin 'Auf).

2). The second hadith is the hadith narrated by Ibn Majah and Ad-Dar al-Quthni, from Abu Sa`id al-Khudhri: "You must not harm yourself or others" (HR, Ibn Majah, Daraquthni, and others from Abu Sa'id al -Khudri). The *fiqh* rule used in the DSN-MUI fatwa on *istishna'* reads: "Basically, all forms of *muamalah* may be performed unless there is an argument that forbids it."¹¹

The pillars of *bai' al-istishna'* are as follows: Since *bai' al-istishna'* is a particular contract of *bai' as-salam*, its terms and the basis of *sharia* law follow those of *bai'as-salam*.

- a. Contractors, namely *mustashni'* (buyer) are parties who need and who order goods.
- b. *Shani'* is the party that produces the ordered goods.
- c. The object of the contract, namely goods or services (*mashnu'*) with specifications and prices.

¹⁰ Muslich. (2010). *Fiqh Muamalah*. Jakarta: Amzah

¹¹ Fatwa Dewan Syariah Nasional Nomor 06/DSN-MUI/VI/2000 Tentang Jual Beli *Istishna'*

d. *Sighat is consent and qabul.*

According to Abu Hanifah's ideas on *istishna'*, or buying and selling orders, there are several crucial requirements for a transaction to go off without a hitch and in a secure manner. Among Islamic scholars, *istishna'* Abu Hanifah is widely accepted as the standard trading instruction. Initial instructions: Specify the nature of the products being purchased. The second criterion is that the commodities be those that the general public typically requests be manufactured. Items of jewelry, shoes, clothing, and storage containers are all appropriate examples. Third, leave out any hint of a deadline. Regarding the delivery time of the ordered products, Imam Abu Hanifah opines that if the delivery time is specified, the contract is breached and changes into a *salam* contract.¹²

3. Pengertian Jual Beli Online

According to Suherman,¹³ online buying and selling is a sale and purchase contract that is carried out using electronic means in the form of goods or services. Meanwhile, according to Urnomo,¹⁴ online buying and selling is a buying and selling contract that is agreed upon by specifying certain characteristics and payment is made first while the goods are delivered later. In Islam, buying and selling online is allowed as long as it does not contain usury, injustice, monopoly, and fraud. Because the Messenger of Allah has indicated that buying and selling is lawful as long as you like it. Allah SWT also says in the Qur'an Surah Al-Baqarah verse 275: "... Allah has permitted buying and selling and forbids usury..." In conducting online buying and selling transactions, there are several places that can be used as a means of selling online. Examples include marketplaces, websites, weblogs, and social media.

Interbank transfers, COD (Cash On Delivery), and pay later payments are the most common forms of online payment, and many marketplaces (such as Shopee pay, Gopay, etc.) offer these payment options.

¹² Az-Zuhaili. (2007). *Fiqh Islam Wa Adillatuhu*. Depok: Gema Insani.

¹³ Suherman, A.M. (2009). *Aspek Hukum Dalam Ekonomi Global*. Jakarta: Ghalia Indonesia.

¹⁴ Urnomno, W. (2000). *Konsumen dan Transaksi E-Commerce*. Jakarta: Yayasan Lembaga Konsumen Indonesia.

4. The Practice of Ba'i Istishna' in Online Buying and Selling Transactions at the Headway Leather Store

Instagram is one of the social media that is often used as a means of buying and selling online. For that, as an Instagram social media account, this Headway Leather store can be categorized as an online shop site. Because the Headway Leather store has taken advantage of several features that have been provided by Instagram as a means of promotion and buying and selling of goods.

Headway Leather is an online store located in Bekasi, West Java. The Headway Leather store itself has been established by Fakhrusy Syakirin since 2017. As an online buying and selling system, Headway Leather serves internet users or Instagram social media users who intend to buy fashion items such as jackets, shoes, and wallets. The process of istishna' contract in online buying and selling at the Headway Leather store, namely:

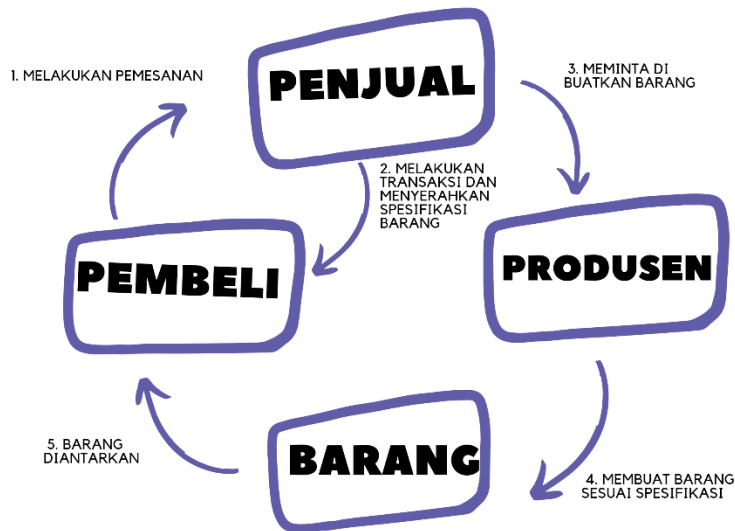


Figure 1. Buying and selling process at the Headway Leather store.

5. Buyers order items for sale on Headway Leather's online business account

When marketing a product to be sold through Instagram, the seller must first create a business account on Instagram. After creating an account and filling out a profile and bio, sellers must also post pictures and videos of the products being sold as attractively as possible to attract buyers.

In addition to posting product photos and videos on Instagram feeds and stories, sellers also include some important information such as telephone or WA numbers that can be contacted, and general specifications of the products being sold. Furthermore, to expand audience reach, sellers also include hashtags. With a wider audience reach through the use of hashtags, business account uploads will be seen more by other Instagram users. In the end, using hashtags can increase brand awareness. Then, buyers who have seen the products marketed by the Headway Leather store and are interested in ordering goods then contact the seller via DM on Instagram or chat via whatsapp with the whatsapp number that has been included in the Instagram post to place an order for goods.

6. Sellers and buyers make transactions and submit specifications of goods from buyers to sellers

After the buyer contacts the vendor to make an order for products, the seller will request the desired goods' specifications. If a customer plans to purchase a leather jacket, for instance, they will be questioned about the preferred garment size, color, and thickness. Or, if the buyer desires to purchase a wallet, they will be asked about the desired color and thickness of the wallet.

The merchant prices the goods based on their specifications. Larger and thicker jackets cost more. Non-black jackets cost extra. Black is the predominant paint color, therefore production costs are lower. Unlike non-primary paints. When a buyer places an order, the seller will require product specifics. If a consumer wants a leather jacket, they'll be asked about size, color, and thickness. If the customer wants a wallet, they'll be asked about the color and thickness.

7. Seller Requests Goods to be made to Manufacturers

Once the agreed-upon price has been finalized, the seller will get in touch with the manufacturer to arrange for the production of the goods ordered by the customer. The seller submits the customer's requested product specifications to the maker or manufacturer together with the purchase order. Both the vendor and the artisans engage in price haggling. For the simple reason that the seller claims that the profit he or she makes is dependent on the gap between the sale price and the price of the items that the buyer has agreed upon. He claims that the price of the goods agreed upon with the artisans drops in proportion to the quantity ordered. The second istishna' contract is concluded between the seller and the producer when the seller contacts the manufacturer to request the

production of the buyer's order. In this model, the seller acts as Shani and instructs the craftsmen to create the goods for the consumer.

8. Manufacturers make goods according to specifications

The producer or artisan will make things according to the size, color, and thickness of the leather. There's no set timeline for product manufacturing. Depending on the product, manufacturing takes 3-5 days. Due of extra materials and difficulty, constructing a jacket takes longer. If a consumer isn't happy with their purchase after it has been built and shipped, they can send it back to be rectified. Buyer pays seller's shipping costs. The merchant sends the item to the manufacturer to be resized. This offer excludes too-small coats. If the second delivery jacket doesn't fit, we can't accept returns. So, the vendor added this in his ad. This ensures consumers receive the exact size.

9. Goods delivered to the buyer

After finishing, things are sent to the buyer utilizing JNT, JNE, and Pos Indonesia. All Indonesian islands receive free shipping from sellers. Because shipping fees are included. Delivery time varies by service and sender's address. The more away the return address, the longer the products will take to reach the buyer. According to the seller, if delivery is delayed, the customer will receive 100% of the initial money. According to the researcher's findings, the purchasing and selling mechanism is online. Where dealers and buyers communicate via Instagram DM and Whatsapp. The researcher interviewed the seller, Mr. Fakhrusy, and found that online purchasing and selling at Headway Leather encompassed three parties: customers who ordered items, sellers who transacted with consumers and producers and conducted promotions, and artisans as producers. This describes the Headway Leather Store's *istishna'* contract practice.

10. Analysis of the Practice of Istishna Contracts in Online Buying and Selling Based on Islamic Law at Headway Leather Stores

After collecting data from the field through interviews with numerous involved parties, the Fatwa of the National Sharia Council Number 06/DSN-MUI/VI/2000 about the Sale and Purchase of *Istishna'* and the Hanafi School will be reviewed as part of the data analysis/discussion. According to research, Headway Leather's online store buys and sells *istishna'*. Headway Leather's

online buying and selling orders fulfill the pillars and conditions of buying and selling istishna'. Buying and selling istishna's cornerstones are: Ijab Qabul; contract object; transactor.¹⁵

All the aforementioned pillars of buying and selling istishna' have been met, presumably, by the introduction of online purchasing and selling at the Headway Leather store. The Headway Leather Instagram account's creators and owners, acting as sellers, and the Headway Leather online store's customers, acting as buyers, are the transactors. Ordered items, which comprise outerwear, accessories, footwear, and gloves, constitute the subject matter of the agreement or the items acquired. An agreement and qabul develop between the seller and the buyer after negotiations are complete.

In chapter II it has been explained about the conditions that must be met for parties who buy and sell Istishna'. For this reason, in the practice of buying and selling online at the Headway Leather store, there are several aspects that will be adjusted to the important requirements of the istishna contract according to the Fatwa of the National Sharia Council Number 06/DSN-MUI/VI/2000 concerning the Sale and Purchase of Istishna' and the opinion of the Hanafi School. The conditions that must be met in the practice of buying and selling istishna' according to the Fatwa of the National Sharia Council Number 06/DSN-MUI/VI/2000 concerning the Sale and Purchase of Istishna' and the Hanafi School which will be adapted to the practice of buying and selling online at the Headway Leather store are as follows:

Table 1. Conformity of Istishna' Research Results with Headway Leather stores

Number	Istishna'	Headway Leather
1	Payment is made according to the agreement	appropriate
2	The time and place of delivery of the goods is carried out according to the agreement	appropriate
3	Explain product specifications	appropriate
4	In the event of a defect or incompatibility of the goods with the agreement, the buyer has the right of khiyar	appropriate

According to the Fatwa of the National Sharia Council Number 06/DSN-MUI/VI/2000 concerning the Sale and Purchase of Istishna' and the Hanafi School, the researcher has modified four aspects of online purchasing and selling at the Headway Leather store to better understand how sellers and buyers

¹⁵ Yaya, R. 2014. *Akuntansi Perbankan Syariah*. Jakarta: Salemba Empat. Hal. 234.

engage in the purchase and sale of *istishna'* in accordance with Islamic law. Specifically, we will discuss the following points:

First: Payment is made according to the agreement

In the provisions of the Fatwa of the National Sharia Council Number 06/DSN-MUI/VI/2000 concerning the Sale and Purchase of *Istishna'* it is stated that "Means of payment must be known in the amount and form, whether in the form of money, goods or benefits. Payments are made in accordance with the agreement and may not be in the form of debt relief. At the headway Leather shop, it is appropriate because at the time of making the transaction, the price of the goods and the method of payment will be agreed in advance. The seller provides the price of the ordered goods by adjusting the specifications of the goods and will explain the payment system. So that the customer can know clearly how much money must be paid and how to pay it.

When ordering goods at the Headway Leather store, there are two ways to make payments including COD and transfer. COD or Cash On Delivery payments are payments made directly between the parties who transact without intermediaries using cash paid to the seller when the order reaches the customer. Transfer payments are made by transferring an amount of money according to the price of the goods to the seller's bank account.

Meanwhile, at the Headway Leather shop, payments for ordered items such as leather jackets are made in two installments. The first time is paid in advance or DP (Down Payment) and the second time is paid when the ordered goods are finished and handed over to freight forwarders such as JNE, JNT and Post Indonesia for immediate delivery to the customer. Installment buying and selling is buying and selling goods with a delayed payment system, namely by paying in installments in a certain amount and within an agreed period of time.

Second: The time and place of delivery of the goods is carried out according to the agreement

It has been stated in the Fatwa of DSN MUI NO. 6/DSN-MUI/VI/2000 regarding *istishna* buying and selling, "The handover will be done later. The time and place of delivery of the goods must be determined by agreement.¹⁶

According to Abu Hanifah, if both parties specify a certain time for the delivery of the ordered goods, then the contract will be damaged and will turn into a *salam* contract. However, two of Abu Hanifa's companions, Abu Yusuf and Muhammad ibn-Hasan, argued that it was not required. The contract that

¹⁶ Fatwa Dewan Syariah Nasional Nomor 06/DSN-MUI/VI/2000 Tentang Jual Beli *Istishna'*

occurs is still an istishna contract, whether the time of delivery is determined or not. This is because people are used to determining the time limit in the istisxhna' contract.¹⁷

At the Headway Leather shop, the delivery time is not specified. This is because the delivery time of the goods itself cannot be predicted accurately. Ordered goods can take longer or faster depending on the shipping company entrusted by the seller to deliver the ordered goods to the customer. As well as the production time which is not certain depending on how many items are ordered. However, the buyer can determine the deadline for delivery of the goods to the seller and if the seller agrees, then the time for delivery of the goods can be mutually agreed.

Headway Leather's client, seller, and manufacturer all agree on the delivery timing of this item so that nobody feels wronged. In accordance with the Shari'a, as stated in Surah An-Nisa, verse 29, of the Qur'an: "O you who believe, do not eat each other's property in a vanity way., except by way of commerce which is carried out voluntarily between you...", it is permissible for parties to engage in the practice of buying and selling if they both agree to do so.

In the period of delivery of goods at the Headway Leather store, if the goods are not finished when they are due or past the mutually agreed period, the customer can decide to continue the contract or cancel it. And if the customer decides to cancel the contract, the initial funds or down payment will be returned to the customer 100%. Then the goods that have been made by the producer will be sold by the seller as ready goods or with other contracts other than istishna'.

11. Explain product specifications

At Headway Leather, item specs are given in general terms on the feed page and Instagram highlights. The seller's product specs include photographs and information on the materials used to construct the requested jacket. The customer also supplies the vendor with the item's size, color, and thickness while completing transactions over DM Instagram or Whatsapp. So the buyer doesn't feel disadvantaged if the ordered items don't meet expectations, the merchant discusses the things he sells on the Headway Leather Instagram account. This is in keeping with the MUI DSN MUI No. 6 of 2000 about istishna, which states that commodities must have distinct qualities, be recognized as debt, and have precise specifications.

¹⁷ A-Zuhaili, W. 2007. *Fiqh Islam Wa Adillatuhu Jilid 5*. Depok : Gema Insani.

In the conditions that must be met for the validity of the istishna contract according to the Hanafi scholars, it is also stated that the istishna contract must explain the type, type, grade and form of the goods ordered. If he does not mention any or all of the information, then the contract will be considered damaged because there is ambiguity.¹⁸

In buying and selling at the Headway Leather store, the ethical values of buying and selling are practiced. The ethics of buying and selling include being honest, transparent, lawful and good, good and quality objects, and avoiding fraud. As in the word of Allah SWT. QS Al-Anfal (8): 27 which reads: "O you who believe, do not betray Allah and the Messenger (Muhammad) and (also) do not betray the mandates entrusted to you, while you know. (Surat al-Anfal (8): 27)." Meanwhile, to avoid allegations of fraud, the Headway Leather store also includes original images of examples of finished goods in their Instagram highlights. This is done to gain the trust of buyers. The following is an original image of an example of a finished product that is ready to be delivered.

12. In the event of a defect or incompatibility of the goods with the agreement, the buyer has the right of khiyar

In the provisions of the MUI DSN Fatwa No. 6 of 2000 concerning istishna' it is stated that "In the event that there are defects or goods that are not in accordance with the agreement, the buyer has the right of khiyar (right to choose) to continue or cancel the contract."¹⁹

Khiyar is the Islamic right to terminate or continue a contract. The khiyar used for online purchasing and selling at this Headway Leather store is the khiyar shame. Khiyar shame is the cancellation of a deal and the return of goods due to an unknown flaw in an item, whether the flaw appears during the transaction or is only discovered after the transaction has been finalized but before the transfer of the products. The requirement of khiyar necessitates the presence of substitute products, whether clearly or not, unless the contracting party consents otherwise.²⁰

¹⁸ A-Zuhaili, W. 2007. *Fiqh Islam Wa Adillatuhu Jilid 5*. Depok : Gema Insani.

¹⁹ Fatwa Dewan Syariah Nasional Nomor 06/DSN-MUI/VI/2000 Tentang Jual Beli Istishna'

²⁰ Hadiyanti, S. (2018). *Penerapan Hak Khiyar pada Jual Beli Istishna' (Studi Kasus Jual Beli Batu Bata di Desa Sumber Agung Kec. Seputih Mataram Lampung Tengah)*. Ekonomi Syariah: Institut Agama Islam Negeri (IAIN) Metro.

In practice, at the Headway Leather store, there are separate provisions if there is a mismatch of goods. The provision contains that the customer has the right to exchange or return the goods ordered if they do not meet the desired specifications. Goods returned to the seller will be given to the craftsman or manufacturer to be repaired to suit the wishes of the customer.²¹

Regarding the incompatibility of this item, the provisions have also been stated in the Headway Leather Instagram highlight post. That if the ordered item, such as a leather jacket, is too big in size, the jacket can be returned to the seller to be reduced. However, shipping costs are borne by the buyer. And if the jacket turns out to be too small, the jacket cannot be exchanged or repaired. Because this is considered the customer's fault when giving the size for the jacket ordered and not the fault of the seller or the craftsman. As per the idea of Istishna, according to Imam Abu Hanifah, a customer who has seen the ordered items brought by the maker does not have *khiyar* rights if the goods conform to the customer's desired specifications.²²

The seller has communicated to the craftspeople the agreed-upon dimensions of the items, and the craftsmen have created the goods in accordance with those dimensions. Therefore, if it turns out in the future that the jacket the customer received does not fit, it is neither a fault nor in compliance with the agreement, as the jacket was built to the specifications agreed upon between the seller and buyer. For this reason, clients are encouraged to submit product requirements as precisely as possible in order to avoid errors while describing the required goods.

Regarding the buying and selling process conducted at the Headway Leather store, there have never been any instances of product damage or flaws. However, if it turns out that the items were damaged after they were delivered to the purchaser, the seller claims to be willing to assume complete responsibility. In this instance, the seller is responsible for replacing or exchanging the goods with brand-new, defect-free items.

D. CONCLUSION

From the whole discussion that has been described above, several important points can be drawn that need to be conveyed, namely:

In the practice of *istishna* contract, the Headway Leather online store markets the products it sells on Instagram social media, customers place orders

²¹ Sadiyah. 2022. Hasil wawancara dengan pihak *customer* di toko *online Headway Leather*.

²² Muslich, A.W. (2010). *Fiqh Muamalah*. Jakarta: Amzah.

for products from sellers via Instagram direct message (DM) and Whatsapp, sellers and buyers conduct transactions, and the buyer provides the seller with the product's specifications; the seller then commissions the manufacturer to produce the goods in accordance with the buyer's instructions.

From an Islamic legal standpoint, Headway Leather's online store follows the guidelines established by the istishna contract for conducting business electronically. Since the buyer has the right of khiyar if the goods are defective or otherwise not in accordance with the agreement, and because payment has been paid according to the agreement, delivery has occurred at the agreed upon time and place, and the specifications of the items have been communicated.

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