

# Implementation of Istishna Akad in Online Sale and Purchase Transactions

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**ABSTRACT.** This study analyzes the use of istishna contracts in online buying and selling transactions. Then the method used in making this journal is a qualitative research method and in collecting data using secondary data, namely by collecting data through websites, journals, and books. In using the istishna contract in online buying and selling transactions, it already follows the provisions or pillars of the istishna contract. The istishna contract can also end based on several things, one of which is the non-fulfillment of formal obligations by the parties involved. Online buying and selling transactions that are growing rapidly, in an Islamic perspective, fall into the category of business or commerce. In Islam, there are rules governing sellers and buyers in buying and selling transactions. This research explores the pillars and conditions for conducting online buying and selling transactions and the implementation of Istishna contracts in online buying and selling transactions. The results of this study determine the sale and purchase transactions in Islam with an istishna contract and what form the transaction takes.

**Keywords:** buying and selling; istishna contract;

## INTRODUCTION

Buying and selling is a business activity that has been going on for a long time in people's lives. There is no record of when business activities began. What is clear is that buying and selling has developed from traditional patterns to modern patterns. In ancient times, humans bought and sold in the form of exchanging one item for another.

According to fatwa DSN-MUI (National Sharia Council-Indonesian Ulema Council) no. 06/DSN-MUI/IV/2000 Buying and selling istishna is a sale and purchase agreement in the form of ordering or manufacturing goods that have been agreed between the orderer (buyer, mustashni') and the seller or producer (maker, Shani).'). Istishna agreement for online buying and selling transactions is better known as Pre Order. According to Sisiawati, there is a need for ijab qobul in the buying and selling process, because online buying and selling allows ijab qobul not to occur verbally.

With advances in the field of information technology, progress has also penetrated the field of trade. Moreover, the development of global economic activity has brought significant changes in various aspects. The rise of social media users is used by the public to buy and sell goods or services through the internet. This is known as electronic commerce or commonly called buying and selling online.

Transactions with Istishna contracts are also regulated in Sharia PSAK 104 which explains how to analyze accounting recognition and measurements for sellers and buyers. This phenomenon needs to be studied more deeply so that Indonesian people who are predominantly Muslim can carry out online buying and selling transactions by sharia avoid fraud in online transactions, and be able to carry out financial records. by the contract concluded at the time of the transaction.

## **Selling**

Linguistically, buying and selling means exchanging something for something, while according to Sharia it means exchanging property for treasure in a certain way. Buying and selling have also been initiated by Allah and His Messenger. Because buying and selling is different from usury Allah justifies buying and selling and forbids usury.

Buying and selling is a process of exchanging goods with a medium of exchange carried out voluntarily by both parties and entering into an agreed agreement and by sharia. Another opinion expressed by Shaykh Muhammad bin Qâsim al-Ghazzi in Sisiawati (2017) regarding buying and selling is to have a property, both money and goods, by replacing it with something based on sharia permits.

Online buying and selling is defined as buying and selling goods and services through electronic media, especially through the Internet or online. One example is selling products online over the internet.

Imam Hanafi said, what is meant by harmony in buying and selling is the willingness of both parties, both sellers and buyers. The Malikiyya School believes there are three pillars of buying and selling, namely:

- a. Aqidain or two people who perform the contract
- b. Ma'qud 'alaih i.e. the existence of goods that are exchanged or traded
- c. Shighat occurrence of ijab and qabul

## **Istishna**

Istishna' is buying and selling whose goods are not yet available or ready to use, while payment can be made in installments, paid in advance, or paid in one lump sum. In conducting an istishna contract transaction, everything related to the transaction must be explained at the time of the contract, such as certain specifications that the buyer wants so that there are no misunderstandings or mistakes due to lack of understanding or communication between the two parties involved in the future.

## **Akad Istishna**

Akad Istishna according to DSN MUI (2000) is a sale and purchase agreement in the form of ordering the manufacture of an item with certain terms and criteria that have been agreed upon by shani' (seller) and mustashni' (buyer). In buying and selling istishna some pillars must be fulfilled, namely the orderer (mustasni'), the seller or maker (shani), goods or objects (mashnu), and Sighat (ijab qabul). The requirements of istishna are as follows:

- a. The contracting party must be legally capable.
- b. Manufacturers can meet order requirements.
- c. The object ordered is specified.
- d. The selling price is the order price plus profit.

- e. The sale price is fixed throughout the term of the order.
- f. The manufacturing period is mutually agreed.

The price and specifications of goods in the contract must be determined and agreed between the seller and buyer at the beginning of the contract. During the term of the contract, the price of the goods cannot be changed unless there is an agreement between the two parties, namely the seller and the buyer. The characteristics of the ordered goods must be clearly known such as quality, quantity, type and type. If the ordered goods do not match the promised or are defective, then the seller must be responsible for his negligence. A parallel istishna agreement can occur if the consumer or buyer does not require the seller to make his own goods, so that the seller can enter into an istishna agreement with a third party.

In online buying and selling transactions, this istishna contract is often used by sellers who carry out a method called pre-order or custom sales, where sellers open batch orders to make an item with predetermined criteria and payments. made in advance. When the pre-order is opened, the buyer must wait until the order is completed. The seller's obligation is to provide the product according to the description that has been described to the buyer, while the buyer's obligation is to pay and wait until the order is completed. In conventional accounting, the term pre-order or istishna contract can also be called just in time.

## METHOD

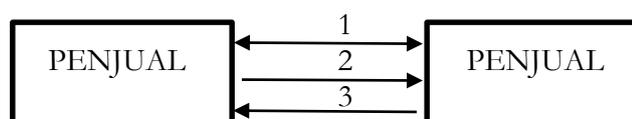
The research method used in writing this journal is a qualitative descriptive analysis method. The qualitative research method itself is a research method that does not use statistics, but uses data collection and analysis, then interpretation. Qualitative method is a research method that focuses on understanding problems in social life according to realistic and detailed conditions. And the information used in this study is information from secondary data, namely information obtained by the author from journals, theses, and articles and websites that have something to do with the material studied. This type of research is a qualitative method. Analysis at the time of data collection was shown to be better able to capture the essence or core focus of research to be carried out through sources collected and contained in linguistic variables. This process is carried out aspect by aspect, according to the research map.

## RESULTS AND DISCUSSION

### Buy and sell Istishna

Akad istishna is widely used today. Expanding, not only in light industry, such as household appliances companies (furniture for living room and bedroom facilities). Including istishna' sale and purchase of electricity to meet the needs of the State, industry or factory, by means of delayed sale and purchase which is then followed by the handover of goods. With the agreement to produce, this contract includes a contract on an object that did not previously exist.

The istishna" schema or flow is as follows:



Information:

1. The buyer and seller agree on a contract of istisna
2. The goods are handed over to the buyer

Payment is made by the buyer. The pillars and conditions of sale and purchase in Islam consist of three main things, namely the existence of a seller and a buyer, the existence of goods traded, and *ijab* and *qabul* that occur. The legal terms of sale and purchase in Islam are sellers and buyers are reasonable or legally capable persons, the goods or goods traded are *halal*, and belong to the seller or guardian of the seller. In making online buying and selling transactions, the requirements for sellers and buyers to be of adult age are often ignored, because in online buying and selling the identity of the seller and buyer cannot be known with certainty.

Regarding the terms of sale and purchase, namely the existence of sellers and buyers, a contract is carried out either orally, in writing, or reflecting the contract itself, as well as the existence of goods traded. The legal requirement of buying and selling in Islam is that sellers and buyers are people who can distinguish what is true and what is vanity, especially from an Islamic perspective. If these terms and conditions are not met, then the trade is said to be invalid.

The results of in-depth interviews conducted by researchers on respondents and business actors regarding online buying and selling stated that the pillars in buying and selling both directly and online are the existence of sellers, buyers, and contracts. In this condition, those who make buying and selling transactions are people who are old enough according to the law. The results of interviews conducted by researchers are the same as books or other sources used as references in this study. Not many consumers know the terms and conditions of buying and selling according to *sharia*. But in essence, both business people and consumers both understand the terms buying and selling, both online and in person.

### **Factors leading to the cancellation or expiration of the *Istishna* contract**

In order for an agreement to be considered legal, it must meet special requirements. There are four demands for an engagement to be considered valid, namely:

1. Both agree on what binds both

First, there is agreement between relevant groups on the capacity to implement the agreement for both. So the emergence of "single opinion" cannot be caused by three circumstances, namely pressure factors, elements of cheating and mistakes. If an agreement is formed based on the wishes of one of the parties, then the contract can be terminated.

2. Both can form a bond

If an agreement is reached, the person concerned must be an adult or capable of acting, if immature then someone must be responsible. The party who is unable to carry out the contract is a person who is not old enough and not sane.

3. Regarding a special thing

The agreement must be about a certain thing that has been agreed. What is said about something is the object of the contract and the purpose of the contract. Every agreement must have a specific, firm and clear object. In an evaluation contract, the approximate direction must be real and visible, so that guesses do not occur.

4. Something that is officially said

Any contract made must not contradict the law, morality and general discipline in society. In a contract deed, the basis of a contract can be seen in its parts after comparison with the first and second provisions which are said to be subjective provisions. This provision contains provisions regarding natural persons or legal subjects who make contracts, if both are violated, the contract can be requested for cancellation.

## **The practice of buying and selling with an istishna contract**

Buying and selling through the internet is "(a buying and selling contract carried out using electronic means (internet) either in the form of goods or services)". Or buying and selling via the internet is a contract that is agreed upon by determining certain characteristics by paying the price first and then handing over the goods.

It can be concluded that buying and selling via the internet is buying and selling that occurs in electronic media, where the transaction does not require the seller and buyer to meet directly, by determining the characteristics and types of goods, while the goods are paid. to. To. To. To. for the first time and then the goods were handed over. The characteristics of an online business are:

- a. The occurrence of transactions between two parties
- b. The existence of an exchange of goods, services, or information
- c. The Internet is the main medium in the process or mechanism of the contract.

From the characteristics above, online business can be distinguished from offline business, namely in the transaction process (contract) and the main media in the process. Contracts are an important element in business. In general business in Islam describes transactions that are physical, by presenting an object at the time of the transaction, or without a physical object but it must be provided that the object must be explained concretely, as in an istishna transaction.

Practice buying and selling online by pre-ordering in online stores until the product reaches the buyer's hands. Buying and selling is halal and riba is haram (Afif, 2016). As Allah S.W.T Qs. Al Baqarah verse 275 says: "Allah legalizes buying and selling and forbids usury"

## **The pillars and conditions of buying and selling**

The pillars and conditions of buying and selling in Islam consist of three main things, namely the existence of sellers and buyers, the goods being traded, and the hijab and qabul that occur. The conditions for a valid sale and purchase in Islam are that the seller and the buyer are people who are reasonable or legally capable, the goods or goods being traded are halal and belong to the seller or the seller's guardian. In conducting online buying and selling transactions, the requirement that the seller and buyer must be adults is often ignored, because in online buying and selling the identity of the seller and buyer cannot be known with certainty.

Regarding the conditions of buying and selling, namely the existence of sellers and buyers, a contract is carried out either orally, in writing, or reflects the contract itself, and the goods being traded. Meanwhile, the legal requirements for buying and selling in Islam are that the seller and buyer are people who can distinguish between what is true and what is false, especially from an Islamic perspective. If these terms and conditions are not met, then the sale and purchase is said to be invalid.

The results of in-depth interviews conducted by researchers with respondents and business actors regarding online buying and selling stated that the pillars in buying and selling both directly and online are the existence of sellers, buyers, and contracts. As for the conditions, those who carry out buying and selling transactions are people who are of legal age. The results of interviews conducted by researchers are the same as books or other sources used as references in this study. Not many consumers know the terms and conditions of buying and selling according to sharia. However, in essence, both business people and consumers understand the terms buying and selling, both online and in person.

## **Factors that cause the cancellation or termination of the Istishna contract**

For an agreement to be considered legal, it must meet specific requirements. There are four requirements for an engagement to be considered valid, namely:

1. Both parties agree on what binds them

First, there is an agreement between the relevant groups regarding the capacity to implement the agreement for both. So the emergence of a "single opinion" cannot be caused by three circumstances, namely pressure factors, elements of fraud, and error. If an agreement is formed based on the wishes of one party, then the contract can be terminated.

2. Both parties can form a bond

If an agreement is reached, the party concerned must be an adult or capable of acting, if not an adult then someone must be responsible. Parties who are unable to carry out the contract are people who are not old enough and not of sound mind.

3. Concerning a specific matter

The agreement must be about a certain thing that has been agreed upon. What is said about something is the object of the contract and the purpose of the contract. Every agreement must have a specific, firm, and clear object. In an evaluation contract, the estimated direction must be real and visible, so that there is no guesswork.

4. Something basic that is said to be official

Every contract made must not be contrary to the law, morality, and general discipline in society. In a contract deed, the basis of a contract can be seen in its parts after being compared with the first and second provisions, which are said to be subjective. This provision contains provisions regarding the natural person or legal subject making the contract, if both are violated, the contract can be requested for cancellation.

### **The practice of buying and selling with istishna contract**

Internet buying and selling is "(a buying and selling contract that is carried out using electronic means (internet) in the form of goods or services)". Buying and selling via the Internet is a contract agreed upon by specifying certain characteristics by paying the price first and then handing over the goods.

It can be concluded that buying and selling via the internet is buying and selling that takes place on electronic media, where the transaction does not require the seller and buyer to meet in person, by determining the characteristics and type of goods, as for the goods to be paid for. For. For. For. for the first time and then the goods are delivered. The characteristics of online business are:

- a. The occurrence of a transaction between two parties
- b. There is an exchange of goods, services, or information
- c. The internet is the main media in the process or mechanism of the contract.

From the above characteristics, online business can be distinguished from offline business, namely in the transaction process (contract) and the main media in the process. Contract is an important element in business. In general, business in Islam describes transactions that are physical, by presenting the object at the time of the transaction, or without a physical object but must be provided that the object must be described concretely, as in istishna transactions.

Practice online buying and selling by pre-ordering at the online store until the product reaches the buyer. Buying and selling is halal and usury is haram (Afif, 2016). As the word of Allah S.W.T Qs. Al Baqarah verse 275: "Allah has justified buying and selling and forbidden usury"

## CONCLUSION

This research provides an overview of online buying and selling from an Islamic perspective. Business actors and consumers can utilize the istishna contract to replace the pre-order sales system in conducting buying and selling transactions by ordering both online and face-to-face to fulfill Islamic law. The istishna sale and purchase transaction contract is not widely known to people. But without realizing it, many of these contracts have been realized in their lives, such as pre-orders in all online stores using technological media, where they order according to the criteria they agree on and then pay according to the guaranteed time.

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