

The Implementation of Khiyar in E-Commerce in Al-Qur'an Hadith

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Abstract:

The purpose of this study is to determine the implementation of this online buying and selling method E-commerce in Indonesia is in accordance with the teachings in the Qur'an and Hadith. The online buying and selling system has loopholes for fraudulent people, for example, often buyers are not satisfied with the goods they buy. For this reason, policies are needed to address these problems. Islam has regulated the rights of sellers and the rights of buyers called *khiyar*. *Khiyar* is the option to continue or cancel the trade. But to perform *khiyar* there are conditions that must be met. According to the results of research that has been done, E-commerce has provided protection for the rights of sellers and the rights of buyers. This study used qualitative research methods using phenomenological methods, with interviews with 10 informants. The results of this study show the lack of accuracy of buyers in the process of *khiyar*, lack of accuracy from sellers in the delivery process so that *khiyar* according to the Qur'an and hadith can be carried out.

Keywords: Khiyar, E-commerce, the Qur'an, Hadith.

Introduction

Human lives have needs that cannot be separated from others,¹ because basically the gift of God in this world is spread in many components of society, such as the gift of rice, not everyone has rice there are also those who have bananas, tubers which then humans become in need of each other and depend on others.² The Big Indonesian Dictionary (KBBI) explains that buying and selling is the activity of obtaining goods or services by exchanging money or other goods in return. Meanwhile, according to Shara' the definition of buying and selling is the exchange of property with benefits that change for a good time, not usury and not debt. Buying and selling becomes closely related to humans, because buying and selling becomes the fulfillment of human life, before buying and selling existed, humans barter or exchange goods, because the fulfillment of living standards is different from one another, so barter existed before buying and selling. Basically, in Islamic rules,

¹ Tim Dewan Pengawas Syariah, *Kumpulan Khutbah Bisnis Dan Keuangan Syariah* (Surabaya: OJK BI, 2015).

² Abdullah Zaki Al Kaaf, *Ekonomi Dalam Perspektif Islam* (Bandung: Pustakan setia, 2002).

anything on the matter of *muamallah* has any principle except what is forbidden, whereas in the matter of tawhid, Muslims are not allowed to shame anything except what is commanded, so Muslims are actually free to do so as long as it does not violate the commands of Allah and the Messenger of Allah.

Buying and selling is one of the economic activities that will not be separated from human life, since ancient times this selling activity has existed and developed from time to time, in prehistoric times buying and selling was done by barter, in ancient times buying and selling was supported by the emergence of currency, in ancient Egypt the medium of exchange was grain, while in Mesopotamia, Silver gold was used as money, classical times such as ancient Greece and Rome there were already open markets known as agoras, in the Middle Ages, in Europe influenced by feudal. During the Industrial Revolution, technological developments during the Industrial Revolution changed the way buying and selling activities were carried out. Machines powered by steam allowed mass production, and the market became more integrated. Factories and retail shops began to appear, and buying and selling activities became more centralized in cities.

The Arabs when the Prophet Muhammad was sent already had various kinds of trade and exchange, some of which they did was justified by the Shari'a and in others prohibited by the Shari'a, the prohibition was due to efforts to facilitate immorality, the element of fraud, and the element of coercion.³ The limitations issued by the Shari'a because the Shari'a has the principle of mahsalat or the principle of goodness apart from the 6 disgraces, namely vagueness, coercion, time limitation, fraud, cheating, and destructive conditions⁴ This principle is to protect consumers and producers, When the contract or implementation of buying and selling harms the buyer, the sale and purchase cannot be continued anymore, it also applies to producers or sellers of goods who in principle seek profit from what they sell.

Buying and selling activities in the modern era are increasingly influenced by technology and globalization. The development of the internet and e-commerce has changed the way people shop and sell products. People can now shop online and make transactions through e-commerce platforms. In addition, advancements in electronic payment technology and banking applications have facilitated faster and more efficient transactions. Currently we are in the modern era where globalization has an impact in various areas of life, one of which is on the development of this technology is experiencing very rapid progress. Because this highly developed technology also affects all aspects of human life, economic activities such as buying and selling activities are also affected. Of course, it has a very many positive impacts such as saving time and energy for sellers and buyers. Basically, buying and selling activities carried out directly or online are the same thing, only the way and place are different. However, buying and selling done online has a higher risk when compared to buying and selling done directly, limited information is one of the reasons. Because

³ Muhammad Yusuf. Qardhawi, *Al-Halal Wa Haram Fi Islam, Terj Mu'ammal Hamidy*, "Halal Dan Haram Dalam Islam." (Jakarta: Bina Ilmu, 1993).

⁴ M. Sulaeman Jajuli, "Neoropricing Dan Etika Bisnis Islam," *Misykat Al-Anwar Jurnal Kajian Islam Dan Masyarakat* 3, no. 2 (2020).

there is a lot of information about the goods that will be purchased depending on the description of the seller and reviews from buyers who have purchased the item, it requires Islamic human resource management to be able to meet human resources who understand economics and sharia science.⁵

Because of the direct connection between computer networks and other networks, it is possible to conduct transactions directly through these computer networks. This direct transaction is called an online transaction.⁶ This transaction is then called e-commerce. E-commerce is the activity of buying, selling, marketing, and services for products and services offered through computer networks. The modern world has the effect that humans will face new challenges,⁷ Humans also cannot be separated from information, including buying and selling that has been entered on e-commerce,⁸ There is no denying that Islamic e-commerce has tremendous potential, reaching 2,800 trillion in 2012. It is proof that buying and selling is no longer using barter or buying and selling directly, but using application services called e-commerce, so that sellers and buyers no longer meet directly. This is what makes the contract no longer open, because the seller and buyer do not meet each other, but with the sophistication of the media, it allows the contract to happen, because there is a guarantee and what is known in Islam as the concept of khiyar.

E-commerce based on the Qur'an and Hadith is indispensable, and khiyar in Islam is able to provide solutions for buying and selling activities that do not harm others and achieve a healthy economy⁹ The modern world gives rise to the effect that humanity will face new challenges,¹⁰ Humans also cannot be separated from information, including buying and selling that has entered e-commerce. E-commerce sometimes offers cheaper prices compared to buying and selling in stores directly, because in e-commerce offers goods directly from the first hand, so consumers can buy at low prices. Every transaction must meet the principle of 'an taradin (consensual or voluntary), so that Islam gives the right of khiyar to the transacting, when a contract occurs, the right of khiyar automatically applies.¹¹

Customer loyalty is important to maintain, both between sellers and buyers, Islam regulates rights and obligations in buying and selling, so that between sellers and buyers no one is harmed. Definitely, khiyar in the language means choice¹² Meanwhile, according to Wahbah Zuhaily, khiyar is the right to vote for one party or

⁵ Anisa Muslima, Husnul Khotimah Sylvia, and Uswatun Hasanah, "Pengembangan Kualitas Dan Manajemen Sumber Daya Manusia Pada Bank Syariah," *El-Arbah: Jurnal Ekonomi, Bisnis Dan Perbankan Syariah* 3, no. 01 (2019), <https://doi.org/10.34005/elarbah.v3i01.829>.

⁶ Fatihul Khoir, "Al-Khiyar Dalam Proses Jual Beli Sistem Online," *EKOSIANA: Jurnal Ekonomi Syari'ah* 9, no. 2 (2022): 127–38.

⁷ Muhammad Husaini, "Bisnis E-Commerce Dalam Perspektif Islam.9(2) 189," *Jurnal Ilmu Dakwah Dan Pengembangan Komunitas* 9, no. 2 (2014): 189.

⁸ Husaini.

⁹ A. H Siddik, *Inti Dasar Hukum Dagang Islam* (Jakarta: Balai pustaka, 1993).

¹⁰ Husaini, "Bisnis E-Commerce Dalam Perspektif Islam.9(2) 189."

¹¹ Yulia Hafizah, "Khiyar Sebagai Upaya Mewujudkan Keadilan Dalam Bisnis Islami," *At-Taradhi: Jurnal Studi Ekonomi* 3, no. 2 (2012): 165–71.

¹² A. Warson Munawwir, *Kamud Arab Indonesia Al-Munawwir* (Surabaya: Pustaka Progresif, 1997), 378, 1997.

both parties who carry out the transaction, to continue or cancel the agreed transaction.¹³ The limitation of this information is a loophole that can be exploited by fraudulent people, who only want profits without caring about providing honest descriptions of goods, which are in accordance with the original goods or not. For this reason, protection from online buying and selling service providers is needed to minimize the occurrence of fraud.

This buying and selling activity has been explained and regulated by the terms, conditions and prohibitions in its implementation. One example is Khiyar, Khiyar linguistically means choice. Meanwhile, according to Wahbah Zuhaily, al-khiyar is the right to vote for one party or both parties who carry out transactions, to carry out or cancel transactions that have been agreed. A person involved in the contract has the right of khiyar (right of choice) between continuing the contract or not continuing with his fasakh (if the khiyarnya khiyar conditions, khiyar ru'yah, and khiyar "disgrace") or a person involved in the contract chooses one of the two products sold (if the khiyar is khiyar ta'yin).¹⁴

The right of khiyar is stipulated by Islamic law for people who make transactions so as not to be harmed in the transactions they make, so that the intended benefit in a transaction is achieved as well as possible. The status of khiyar, according to fiqh scholars is decreed or permissible because of an urgent need in balancing the benefit of each party who makes a transaction.¹⁵ The various types of khiyar in Islam include Khiyar Majlis, Khiyar majlis is understood as the right of the contracting party to cancel the contract as long as they are still at the contract location (majlis akad) and have not physically separated.⁷ This means that a transaction is only considered valid if both parties executing the contract have separated bodies or one of them has exercised the option to sell or buy. Khiyar ash-Sharh Khiyar asy syarh is the right required by one or both parties to cancel a contract that has been bound. For example, the buyer tells the seller "I bought this item from you, but I have the right to return this item within three days". Once the required period expires, the right to cancel arising from these terms ceases to apply. Khiyar Aib Khiyar Aib is a right granted to the buyer in a sale and purchase contract to cancel the contract if the buyer finds defects in the goods he has purchased that reduce the value of the goods. That right is outlined by law and the parties involved must not violate it in the contract. The virtue of this right is that the buyer who finds a defect in the purchased item has the right to return it to the seller, unless he was aware of the defect before it was purchased. Khiyar Ru'yah Khiyar Ru'yah is the right of choice to continue the contract or cancel it, after the goods that are the object of the contract are seen by the buyer. This happens in conditions where the goods that are the object of the contract are not in the contract assembly, even if there are only examples, so that the buyer does not know whether the goods he bought are good or not. After the buyer sees firsthand the condition of the goods he bought, if he agrees, he can continue the sale

¹³ Wahbah Zuhaily, *Al-Fiqih Al-Islam Wa 'Adilatuhu* (Beirut: Dar al-Fikr, 1996).

¹⁴ Dewi Sri Indriati, "Penerapan Khiyar Dalam Jual Beli," *Jurnal Ilmiah Al-Syir'ah* 2, no. 2 (2016), <https://doi.org/10.30984/as.v2i2.220>.

¹⁵ Muslima, Sylvia, and Hasanah, "pengembangan kualitas dan manajemen sumber daya manusia pada bank syariah."

and if he does not agree, he can return it to the seller, and the trade is canceled, while the price is returned entirely to the buyer.

Honesty in buying and selling has been regulated in Islam, as in the following hadith narrated by Sunan Tirmidhi: Muhammad bin Basysyar has told us Yahya bin Sa'id from Shu'bah from Qatadah from Salih bin Al Khalil from Abdullah bin Al Harith from Hakim bin Hizam he said: The Prophet sallallahu 'alaihi wa sallam said: "The seller and the buyer have the right to khiyar as long as they have not separated, if both of them are honest and explain, then they will get a blessing in their trade, but if both hide and lie, then the blessing of their sale will be removed." In the hadith narrated by Bukhari, the Prophet (peace be upon him) said: "Two persons who make a trade may perform khiyar (the choice to hold or cancel the trade) as long as they have not separated." (HR: Bukhari 1940). From the hadith it is clear that khiyar in the contract of buying and selling is permissible. Especially if in the goods purchased there are defects ('disgrace) that can be detrimental to the buyer. The right of khiyar is stipulated by Islamic shari'a for people who carry out civil transactions so as not to be harmed in the transactions they make, so that the intended benefit in a transaction is best achieved. The status of khiyar, according to fiqh scholars is *disyari'atkan* or allowed because each party makes the transaction so that neither party feels deceived.¹⁶

Result and Discussion

The respondents of this study were 10 people who had made purchases in e-commerce, for the relevance of the interview, the author used phenomenological methods to clarify the actual situation, by reviewing these reference sources that focus on aligned topics and themes.¹⁷ The concept of khiyar is not widely recognized by traders and sellers.¹⁸ This study examines the quality of services provided by e-commerce that have been used by informants, 90% stated that e-commerce services have done a good job, and as many as 10% stated that service is not good. This is in accordance with the hadith of the prophet *Malik has told us, Nafi' of Abdullah Ibn Umar that the Holy Prophetsa once said: and the buyer is still in a state of choice, each party is allowed to choose while not separated, except for buying and selling by khiyar.*¹⁹

Respondents believe whether they have ever been harmed when carrying out buying or selling activities in e-commerce, as many as 80% have and as many as 20% never, this is more than 10% of e-commerce services, in the Qur'an it is stated *and do not mix the right and the vanity and do not hide that right while herbal medicine knows (al-Baqarah 2: 42)*. Purchasing products from e-commerce displays descriptions, photos and reviews from other buyers, but respondents as many as 40% have been deceived, and as many as 60% never, reasons for being deceived vary, ranging from rashly buying goods and sellers tend not to match the photos of the products sold, should

¹⁶ Indriati, "Penerapan Khiyar Dalam Jual Beli."

¹⁷ L. J. Moleong, *Metodologi Penelitian Kualitatif*. (PT Remaja Rosdakarya., 2007).

¹⁸ A. S. Teti, & Sofyan, "Implementasi Khiiyadalam Jual Beli Online (Studi Kasus Ketidaksesuaian Objek Pada Marketplace Shopee)," *Bilancia: Jurnal Study Syariah Dan Hukum* 15, no. 2 (2021): 179–206.

¹⁹ Indriati, "Penerapan Khiyar Dalam Jual Beli."

be from the seller more Trustful, this is in accordance with the verses of the Qur'an and spend (your possessions) in the way of Allah and do not throw yourself into destruction, and do good, for verily Allah loves those who do good (al-Baqarah: 188) *O believers, let us be those who always establish the truth because Allah bears witness justly (al-Maidah 5:8)*

The stipulation of *khiyar* because of this defect comes from various hadiths of the Prophet SAW which forbid fraud in every contract, ²⁰*Muhammad bin Bisyar has told us, he said he had told us Wahab bin Jarir, he said he had told us my father that he said I heard Yahya bin Ayyub told about Yazid bin Abi Hubaib from Abdur Rahman bin Syimasah from 'Uqbah bin Amir he said I heard the Prophet sallallaahu 'alaihi wa sallama once visited: "A Muslim is a brother to another Muslim, so it is not lawful for a Muslim to sell something to his brother in which there is 'disgrace' unless he explains about the 'disgrace'".*

WN is a student who is active and often purchases goods through e-commerce, but Wiwit has experienced a bad experience as a buyer, namely inappropriate product descriptions and when applying for a refund is not always approved by the seller. KA is an ecommerce user who does not buy goods too often on ecommerce and prefers to shop at offline stores so that he is more selective in choosing the goods to be purchased so that he does not have a detrimental experience when shopping. UF is a student of Bojonegoro University who doesn't shop online very often, but Ulan has experienced a bad experience when shopping, namely the item received by Ulan is broken, but the seller wants to make a refund. MN is a person who often shops online, Ovia often finds price differences between one store and another even though the products sold are the same type, thus triggering dissatisfaction in shopping.

TG was once deceived by product descriptions so that the goods received were not appropriate. Dishonest sellers make Tegar's shopping experience less satisfying, SF doesn't really care about product descriptions so often the products received don't match the photos. Pak Safaat has also experienced that the purchased items never arrive and there is no change. Pak Safaat often has a bad experience when shopping, but still often shops online. AL is actively buying goods in ecommerce, Alfikri is not satisfied with the services provided by ecommerce, according to him the customer service is slow to respond, the refund process is quite long, and refunnya requests are not always approved by the seller and sometimes the seller complicates the refund process. YI does not often buy goods on ecommerce because they prefer to buy directly at offline stores because of long shipping estimates, usually due to sellers who do not submit products to the delivery service

RA is a man who is working, RA does not shop online very often, and prefers to shop at offline stores. Several times experienced an unsatisfactory experience when shopping online, RA once found the goods sold were fake, the goods received were damaged so that RA trusted shopping at offline stores more. EF is a woman who is working, Bella often shops online, the experience is not good Bella rarely finds, but tired when the order does not match, but Bella does not make a refund because she

²⁰ Nuryani, "Implementasi *khiyar* dalam e-commerce (kajian konstruksi hukum ekonomi syariah) nuryani iai darussalam martapura pendahuluan Salah Satu Bentuk Dari Kegiatan Muamalah Adalah Jual Beli (Perdagangan). Dalam Kehidupan Sehari-Hari , Manusia Tidak Bisa Dipis," *Jurnal Syariah Darussalam: Jurnal Ilmiah Kesyarifan Dan Sosial Masyarakat* 7, no. 01 (2023): 44–63.

is lazy with the requirements and refund process. Bella was very satisfied when shopping online. From ten respondents who have been interviewed researchers, it can be concluded that an unsatisfactory experience in online purchases occurs in every buyer. To anticipate this, ecommerce has protected and provided services such as returns or refunds. But whether or not the service is carried out depends on the seller. The existence of fraudulent sellers in selling causes the non-implementation of khiyar in a transaction.

Tabel 1. Satisfaction percentages in online shopping

No.	Satisfaction	Service	Seller Response	Security
1.	Good	30%	50%	40%
2.	Enough	60%	40%	50%
3.	Bad	10%	10%	10%

Khiyar is a right stipulated in Islamic sharia for people who make transactions with the aim that there is no loss, so that the benefit between sellers and buyers is maintained. The status of khiyar in Islam is legally permissible and is the right of each contractor.²¹ e-commerce has a greater risk of fraud, so sales are in accordance with the Qur'an.²² The condition of the seller and buyer in khiyar is that as long as they have not left the place of physical sale and purchase, if the seller and buyer have separated as long as there is no cancellation or cancellation agreement, the sale and purchase will be maintained and carried out. There are three types of khiyar that are applied, namely khiyar majelis, khiyar aib and khiyar syarat. one example is khiyar majlis, it is clear by the place of the transaction, in online buying and selling khiyar majlis is located in the e-commerce application.²³ In some cases, researchers see that the place of agreement between sellers and buyers in e-commerce is in sales application platforms, in online e-commerce there are always slots for returns, but sometimes sellers do not do what is promised. so that there are buyers who prefer offline stores rather than online because there are stores that are not trustworthy and not in accordance with Islamic Law have an interpretative character to the Quran and maintain rights between sellers and buyers²⁴ E-commerce managers must really pay attention to the khiyar principles contained in buying and selling to then be translated

²¹ Eko Kurniawanto and Abd Rachim, "Judul Penelitian Hukum Jual Beli Khiyar Dalam Islam," *Jurnal Ekonomika : Manajemen, Akuntansi, Dan Perbankan Syari'ah* 8, no. 2 (2019): 37, <https://doi.org/10.24903/je.v8i2.764>.

²² Dinda. Yuanita, "Pelaksanaan Khiyar Dalam Transaksi Jual Beli Online Di Shopee," *Jurnal Al-Hakim* 4, no. 1 (2022): 117–27.

²³ H. Yati, "Maqashid Syariah Dalam Khiyar Dan Implementasinya Dalam Jual Beli (Studi Kasus Praktek Khiyardi Pasar Ikan Lama Medan).," *JEKSYa: Jurnal Ekonomi Dan Keuangan Syaria* 1, no. 1 (2022): 52–64.

²⁴ (Zakiah, 2021)

into a better and visible transaction mechanism on e-commerce sites.²⁵, because fraud occurs, not only occurs from buyers who are not observant but also from sellers who do not apply khiyar buying and selling that is not based on the Qur'an and Hadith. In order to encourage the development of Islamic economy, finance and Islamic banking nationally, e-commerce must be developed more massively with openness between sellers and buyers, the khiyar process must be carried out because it is a right in the buying and selling process ²⁶

Conclusion

Khiyar has been carried out in accordance with the Qur'an hadith, but there are still sellers who do not apply khiyar in accordance with the Qur'an and hadith, buyers are not careful in choosing goods sold in e-commerce causing buyers to be deceived, the number of offers in e-commerce causes buyers to choose low prices and often does not match the desired goods and does not match the photos of the products sold. Islam guarantees sellers and buyers mutual trust in the goods sold in terms of ridho or willingness, which in this case is still not applied in massive e-commerce

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²⁵ Misbahul Ulum, "Prinsip-Prinsip Jual Beli ONLINE Dalam Islam Dan Penerapannya Pada e-Commerce Islam Di Indonesia, ISSN , P-Issn: 1693-8275; e-Issn: 2548-5644," *Jurnal Dinamika Ekonomi Dan Bisnis* 17, no. 01 (2020): 49–64, <https://doi.org/doi:http://dx.doi.org/10.34001/jdeb.v17i1.1115>.

²⁶ (Kurniawanto & Rachim, 2019)

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