

## Implementation of *Qiyas* in E-Commerce Transaction Law

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**Abstract:** The e-commerce transaction system, as a novel phenomenon unknown in early Islam, necessitates the establishment of legal rulings relevant to Sharia principles, one of which is through the method of *qiyas*. This research aims to examine the relevance of *qiyas* as a method of *istinbat* (derivation of Islamic law) in the context of e-commerce transactions, particularly concerning its validity and application. The research employs a qualitative descriptive method with a literature review approach, focusing on classical and contemporary literature discussing the *qiyas* method and its implementation in e-commerce transaction law. The findings indicate that various forms of e-commerce transactions share legal commonalities (*illat*) with classical *muamalah* contracts, thus allowing for analogical deduction (*qiyas*). The implementation of *qiyas* in e-commerce transactions encompasses three aspects: 1) transactions in general, 2) the use of internet services, and 3) the payment process.

**Keywords:** E-commerce; Qiyas; Ushul Fiqh.

**Abstrak:** Sistem transaksi *e-commerce* sebagai fenomena baru yang tidak dikenal pada masa awal Islam memerlukan penetapan hukum yang relevan dengan prinsip syariah, salah satunya melalui metode *qiyas*. Penelitian ini bertujuan untuk mengkaji relevansi *qiyas* sebagai metode *istinbat* hukum Islam dalam konteks transaksi *e-commerce*, khususnya terkait keabsahan dan penerapannya. Metode penelitian yang digunakan adalah deskriptif kualitatif dengan pendekatan studi kepustakaan, berfokus pada literatur klasik dan kontemporer yang membahas metode *qiyas* serta implementasinya pada hukum transaksi *e-commerce*. Hasil penelitian menunjukkan bahwa berbagai bentuk transaksi *e-commerce* memiliki kesamaan hukum (*illat*) dengan akad *muamalah* klasik, sehingga dapat diqiyaskan. Implementasi *qiyas* dalam transaksi *e-commerce* mencakup tiga aspek: 1) transaksi secara umum, 2) penggunaan layanan internet, dan 3) proses pembayaran.

**Kata Kunci:** E-commerce; Qiyas; Ushul Fikih.

## **A. Introduction**

The rapid evolution of information and communication technology (ICT) has spurred the emergence of novel business activities. Interactions between business actors are now frequently conducted through electronic media, commonly known as online buying and selling transactions or e-commerce, which essentially means electronic commerce (Devi Lawra & Mulyeni, 2022).

The general concept of e-commerce allows sellers to market goods on marketplaces or social media, and buyers can acquire these goods without being physically near the seller. Buyers only need to agree on the price and payment method set by the seller or through a bidding mechanism, and subsequently, the seller is obligated to ship the ordered goods to the buyer. Payments for e-commerce purchases can be made upfront before shipment via credit card, bank transfer, digital wallet, or cash on delivery (COD) (Khisom, 2019). The parties involved in e-commerce comprise several entities that establish legal relationships and contractual agreements electronically. These parties include the buyer (consumer), seller, network service provider, fund transfer agent, manufacturer, shipping service, and marketplace, all interacting through the internet (Makarim, 2004).

The e-commerce or online buying-and-selling system did not exist when Islamic law was first revealed. Consequently, e-commerce transactions require legal rulings that align with Islamic Sharia. As a universal and dynamic religion, Islam must always be prepared to address temporal changes and advancements (Iska, 2010), recognizing that such changes are a *sunnatullah*, a divine decree for human life. The theory that Islamic Sharia is perfect and applicable to every era and place must be substantiated by clear and definitive legal provisions for new issues that continuously emerge (Ridwan, 2021).

The primary sources of Islamic law, the Quran and Hadith, do not explicitly detail the legal rulings for e-commerce transactions. However, e-commerce falls under *muamalah* (Islamic commercial law), which is dynamic in nature, unlike *ibadah* (acts of worship) where the devotional aspect is dominant. The legal framework for e-commerce is founded on the principles of *muamalah*, further strengthened by other rational

considerations (Ekasaputra, 2024). Legal derivation in this context can be achieved through various methods, including *qiyas*. *Qiyas* involves analogizing a new issue (*far'u*) that lacks a clear legal ruling to an established fundamental issue (*asl*) due to a shared underlying cause (*'illat*) in both (Masyhadi, 2020).

The majority of *ushul* scholars (jurists specializing in the principles of Islamic jurisprudence) contend that *qiyas* is a method of legal derivation based on Allah's command in Surah al-Hasyr, verse 2, which enjoins taking lessons (*i'tibar*). They argue that the lessons commanded by Allah are to be gained through the practice of *qiyas*, thereby legitimizing its application (Nugraha & Sulfinadia, 2020).

فَاعْتَبِرُوا يَا أُولِيَ الْأَبْصَارِ

“So take a lesson ‘from this’, O people of insight!”

Based on the aforementioned verse, *qiyas* emerges as the fourth source of Islamic law, following the Quran, Hadith, and *Ijma'* (consensus) (Khalaf, 2013). It involves extending the legal ruling of a subsidiary case (*far'u*) to an original case (*asl*) based on existing evidence (Abû Zahrah, 2010). This legal extension hinges on a shared characteristic; without it, the ruling cannot apply to both (Al-Juwaini, 1997). Therefore, *qiyas* clearly requires at least four elements: (i) the *asl* or original case with a legal text, (ii) the *far'u* or subsidiary case without a legal text, (iii) the presence of a ruling in the *asl*, and (iv) the *illat* or effective cause, a characteristic or reason forming the basis for the legal ruling in the *asl* (Khalaf, 2013).

The use of *qiyas* as a method for establishing legal rulings in contemporary issues has become essential. It demonstrates that the evolution of contemporary transactions poses no significant challenge for Islamic *muamalah*, as *qiyas* is believed to offer solutions to new *muamalah* problems (Sahroni, 2018). This can be achieved either by applying *qiyas* based on a clear shared *illat* with a single *asl* (indicated by specific directives or signs) or with multiple *asls*.

This research aims to explore how *qiyas* is implemented in e-commerce transactions and the extent to which it serves as a method for legal determination. This exploration seeks to reveal the legal rulings for e-commerce transactions established

through *qiyas*. In *qiyas*, the '*illat*' holds a critical and significant position, guided by the principle: "The establishment of a ruling depends on the presence or absence of the '*illat*'" (Al-Jawziyah, 1991). This is especially true in *muamalah* matters, where the '*illat*' is particularly effective in legal determination. Several scholars argue that the '*illat*' is intrinsically linked to the wisdom and objectives of Sharia, embodied by the public welfare (*maslahah*) found in the primary issues within the Quran and Hadith (Halim, 2010). Consequently, using *qiyas* as a method of legal determination can enrich our understanding of the message of *maslahah* in Islamic Sharia and facilitate its application to new emerging issues (Kholiq, 2014).

Several studies have explored the application of *qiyas* as a method for legal determination in contemporary *muamalah* transactions. For example, Arifana Nur Kholiq (2014) examined the relevance of *qiyas* in the *istinbat* (derivation) of contemporary Islamic law (Kholiq, 2014). Ruhdiara and Saleh (2022) discussed the validity of *qiyas* as a source of Islamic law, analyzing it from the perspectives of both supporting scholars (the majority) and opposing scholars, specifically Ibn Hazm. Similarly, Kamil et al. (2023) analyzed Imam al-Syafi'i's *ijtihad* (independent legal reasoning) method, including his use of *qiyas*, for implementation in issues related to *al-sharf* (currency exchange) (Kamil et al., 2023).

Furthermore, Ahmad Masyhadi (2020) identified five concepts of *qiyas* applied within Islamic economics, representing an effort to implement *qiyas* in this field (Masyhadi, 2020). Mahsun and Hakim (2021) emphasized the role of *qiyas* as a source of Sharia economic law (Mahsun & Hakim, 2021). More recent work includes Shaarani and Ahmad (2016), who explained the application of *qiyas al-shabah* (analogy based on resemblance) in several Islamic financial transactions (Shaarani & Ahmad, 2016). Additionally, Gharabeih et al. (2019) elaborated on the crucial role of *qiyas*, particularly *qiyas al-shabah*, in establishing legal rulings for contemporary *muamalah* (Gharabeih et al., 2019).

This research specifically focuses on the relevance of *qiyas* as a method for determining contemporary *muamalah* legal rulings and its implementation in e-

commerce transactions. This approach addresses the various methods of *istinbat* (derivation of Islamic law) frequently employed in e-commerce, moving beyond mere permissibility of online buying and selling. Furthermore, the discussion extends beyond the general contract between buyer and seller to encompass other related activities, detailing the methods through which *qiyas* can be applied.

## **B. Method**

This study employs a qualitative descriptive research design, presenting findings as detailed written descriptions to ensure readers fully comprehend the issues investigated (Sujarweni, 2014). This is a library-based research approach, utilizing various literary sources such as books, journals, research papers, and articles. The research object is *qiyas* as a method for deriving Islamic legal rulings and its application to e-commerce transactions.

Data for this study were gathered from diverse sources and references, including classical Islamic literature, academic books, scholarly journals, and other works discussing *qiyas* as a method of legal determination, its legitimacy (*hujjah*), and its implementation in sales transactions, as well as literature on e-commerce from an Islamic legal perspective.

The study focuses on examining *usul al-fiqh* texts that explain *qiyas* as a source of Islamic law, alongside other *fiqh* literature, including books and articles discussing contemporary sales transactions from an Islamic legal viewpoint. These collected literatures are then assessed to verify the validity of *qiyas* as a method for Islamic legal determination and to ascertain its relevance in ruling on online transactions. The gathered data will be processed and analyzed descriptively to establish the *hujjah* of *qiyas* and the extent of its role in legal determination based on Islamic legal principles. This will be compared with other methods also implemented to e-commerce transactions. Finally, the study will illustrate how *qiyas* serves as the legal basis for specific e-commerce transactions.

### C. Results and Discussion

#### 1. Relevance of Qiyas in E-commerce Transaction Law

The application of qiyas (analogical deduction) to establish legal rulings for cases not explicitly covered in *nass* (textual evidence) is unavoidable (Mahsun & Hakim, 2021). In fact, no *mujtahid* (independent jurist) can entirely dispense with the practice of *qiyas* (Shaarani & Ahmad, 2016). When *qiyas* is optimally employed, it becomes a crucial, even primary, tool for addressing contemporary legal problems (Kholiq, 2014), thereby ensuring Islamic law's enduring relevance amidst societal changes and advancements (Ekasaputra, 2024).

Generally, buying and selling activities in Islam are permissible, provided they do not involve any prohibited elements. This is affirmed by Allah's statement in Surah Al-Baqarah, verse 275:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

“but Allah hath permitted trade and forbidden usury.”

This verse underscores the general permissibility of trade and the specific prohibition of usury (*riba*), emphatically stating that trade is distinct from *riba* (usury) (Al-Qurthubi, 2006). However, the general principle of *muamalah* mentioned in the verse, along with the legal maxim "الأصل في المعاملات الإباحة" (The fundamental principle concerning *muamalah* is permissibility), should not be applied in isolation when determining rulings for contemporary issues. Its application must be coupled with the confirmed presence of a shared *illat* (effective cause) or other relevant factors, such as those considered in *qiyas*. Additionally, consideration for *maslahah mursalah* (unrestricted public interest), *sadd al-dhari'ah* (blocking the means to evil), *'urf* (custom), or other legal principles is crucial (Dedeche, 2022).

Contemporary jurists have diligently worked to formulate guidelines and *fatwas* concerning e-commerce transactions, concurrently establishing standardized transaction norms. Nevertheless, it is imperative to first identify which *nass* serves as the primary reference and can be analogized *before* establishing these standards

or conditions for a transaction's validity. This is precisely where qiyas plays a significant role in clarifying the legal status of e-commerce transactions. The process of legal determination for any issue also necessitates a thorough understanding of its true nature. A legal maxim states: "al-hukmu 'ala as-syai' far'un 'an tashawwurihi," which translates to: "A legal ruling (by a *mujtahid*) on an issue depends on their understanding of it." Therefore, it's advisable to avoid hasty judgments on new phenomena and realities to prevent legal errors (Almurni, 2023).

E-commerce encompasses all forms of transactions occurring between organizations or individuals through the transmission and reception of digital data, including text, audio, and images (Al-Madkhali, 2005). The sales process in e-commerce involves several key stages: internet connectivity provided by a service provider or other communication networks; the provision of websites, applications, or marketplaces where goods are sold; delivery of goods via shipping services; collaborations with resellers or agents; and concepts like verified or premium user accounts (Dedeche, 2022).

Marketing in e-commerce typically involves advertising and promotion on websites, applications, social media, or marketplaces, as well as affiliate marketing, endorsements, and pay-per-click advertising. The purchasing process in e-commerce covers all activities related to buying goods offered by sellers. This begins with the device connecting to the internet via data or credit, followed by the buyer entering personal information and delivery addresses on the online platform. Subsequent steps include selecting goods, price negotiation, agreeing to purchase terms, making payments, and finally, receiving the goods. The payment process itself involves choosing a payment method, using credit or debit cards, digital wallet balances, digital currencies, applying discounts, vouchers, or memberships, and covering payment service fees.

The essential pillars (*rukun*) of a sales contract in e-commerce are confirmed to be fulfilled: (i) an online contractual session (*majlis*), where goods are displayed on a marketplace or other site; (ii) the seller and buyer of the goods; (iii) the

merchandise, which can be either ready stock or pre-order; (iv) the payment, whether in cash or digital form; (v) the *shighat al-aqd* (offer and acceptance), consisting of the seller's offer with product information and the buyer's acceptance of the goods and payment method; and finally, (vi) the intermediaries for payment and goods delivery. The validity of an e-commerce transaction ultimately hinges on the fulfillment of these pillars and their associated conditions (Dedeche, 2022).

In the realm of Islamic legal studies concerning e-commerce, *qiyas* serves as a crucial aid in establishing its status and legal rulings. Although the terms *qiyas*, *illat* (effective cause), and *syabah* (resemblance) are often not explicitly mentioned in contemporary *muamalah* literature, as the focus tends to be on transaction standards and conditions. This research argues that clarifying the *istinbat* (legal derivation) process is essential for affirming the permissibility of e-commerce.

The legal rulings for digital transactions, including e-commerce, are often derived using the method of *takyif fiqh* (fiqh adaptation or approximation) (Ekasaputra, 2024). *Takyif fiqh* itself is defined as "the effort to relate the ruling of a new issue to relevant fiqh discussions, or to established principles and recognized legal maxims" (Dedeche, 2022). *Takyif Fiqih* is a contemporary term now widely used. In classical fiqh literature, this process was referred to by various synonymous terms such as the essence of a matter, *qiyas*, *takhrij fiqh* (fiqh identification), or *al-asybah al-fiqhiyyah* (fiqh analogies) (Shubair, 2014).

Both *qiyas* and *takyif fiqh* share similarities: they both require the certain presence of an *illat* in a new case to deduce its ruling, and both involve relating the ruling of a new matter to an established original ruling (*asl*). However, a key difference lies in the nature of the *asl*: in *qiyas*, the *asl* must be a textual ruling (*nass*), whereas in *takyif fiqh*, the *asl* can be an opinion of a scholar or a general legal maxim. The second distinction is that *illat* is a primary pillar in *qiyas*. In contrast, the *takyif fiqh* process is not limited to *illat* alone; it necessitates a more comprehensive understanding of the new issue, knowledge of the actors' intentions, and the general principles applicable to it (Shubair, 2014).

*Takyif Fiqh* is currently the most suitable approach for initiating the discussion on e-commerce legal rulings. This method allows jurists to find the most appropriate adaptation for e-commerce within the existing framework of *fiqh muamalah* contracts. It's not limited to identifying *takhrij al-manath* or *illat* (effective cause) to equate a new contract with an *asl* (original case), as is the case with *qiyas*. This is because e-commerce transactions aren't entirely novel; rather, they are simply modern variations of existing contracts. Furthermore, classical and contemporary jurists have already established rulings for contracts not performed through traditional means.

In the process of *takyif fiqh*, jurists meticulously examine various existing contracts that can be adapted to e-commerce transactions. After identifying the most suitable adaptation based on commonalities and other considerations, they then determine the *asl* that is most appropriate or closely related. Therefore, it can be argued that *takyif fiqh* implicitly involves *qiyas syabah* (analogy based on resemblance), which entails identifying resemblances between a *far'u* (subsidiary case) and more than one *asl*. Once these commonalities between e-commerce and existing *muamalah* contracts (for which legal rulings already exist in *fiqh* literature) are established, they are then weighed (*tarjih*) to determine which *asl* exhibits the strongest and most numerous similarities, and the corresponding legal consequences of that *asl* then apply.

Ultimately, *qiyas* remains relevant for determining legal rulings in e-commerce transactions. It serves as a foundational framework and an initial perspective for aligning e-commerce transactions with established *fiqh muamalah* contracts. Moreover, *qiyas* complements and supports the detailed application of *takyif fiqh* to various e-commerce transactions, especially when incorporating other considerations such as *istihsan* (juristic preference), *maslahah mursalah* (unrestricted public interest), *sadd al-dhari'ah* (blocking the means to evil), and *'urf* (custom).

## 2. Implementation of Qiyas in E-commerce Transaction Legal Rulings

Qiyas has been applied to *muamalah* activities, particularly sales, as exemplified by the ruling on buying and selling during the Friday call to prayer (*adhan*). This specific case serves as an *asl* (original case), as it's prohibited based on Allah's command in Surah Al-Jumu'ah, verse 9:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا نُودِيَ لِلصَّلَاةِ مِنْ يَوْمِ الْجُمُعَةِ فَاسْعَوْا إِلَىٰ ذِكْرِ اللَّهِ وَذَرُوا الْبَيْعَ ذَلِكُمْ خَيْرٌ لَّكُمْ إِن كُنْتُمْ تَعْلَمُونَ

“O believers! When the call to prayer is made on Friday, then proceed diligently to the remembrance of Allah and leave off business. That is best for you, if only you knew.”

According to Abdul Wahab Khalaf, buying and selling during the Friday *adhan* is deemed *makruh* (disliked). The '*illat*' (effective cause) for this disliked is that people become preoccupied with worldly affairs instead of prayer. Consequently, all forms of transactions—including leasing, pawning, or any other activity that distracts individuals during this prohibited time—are similarly judged *makruh* (Khalaf, 2013). Conversely, Al-Qurtubi argues that the prohibition of transactions during the Friday *adhan* applies to Muslims obligated to attend Friday prayer. He states that both selling and buying during this time are *haram* (forbidden). The '*illat*' for this prohibition is the potential for individuals to be distracted from Friday worship, leading to the same ruling of *haram* and invalidation of transactions for any activity with a similar disruptive effect (Al-Qurthubi, 2006).

When analyzing online buying and selling (e-commerce) through the lens of *takyif fiqh* and other general *muamalah* principles, it's generally considered permissible if it fulfills the conditions of sale and doesn't violate Sharia stipulations. However, the dynamic nature of e-commerce transactions necessitates the use of *qiyas* to clarify their status and contractual forms. *Qiyas* can be specifically implemented in the following types of transactions:

**a. Qiyas in General E-commerce Transactions**

E-commerce transactions can be analogized to *bai' as-salam* (prepaid forward sale), also known as an order-based sale with expedited payment, because both share similarities in payment and goods delivery. Therefore, online buying and selling (e-commerce) is deemed permissible. This analogy stems from the fact that in both *bai' as-salam* and e-commerce, the goods are not physically present at the time of contract, and the buyer only knows the goods' characteristics from the seller. The buyer then fully pays the agreed-upon price, and the goods are delivered later within a specified timeframe. Subsequently, the legal consequences and conditions of the *salam* contract apply (Muttaqin, 2010).

Crucially, the goods must be delivered *after* full payment. If this condition is not met, it doesn't qualify as a *salam* sale. The fundamental differences between *bai' as-salam* and e-commerce primarily lie in the models of delivery, payment, and offering (Hayati & Ayu, 2024).

E-commerce practices can also be analogized to *bai' maushuf fi adz-dzimmah* (sale of undesignated goods with clear specifications), as both involve transactions where the item isn't physically present for either party. This type of sale is valid in Islamic law if the seller provides clear specifications. In *fiqh*, it doesn't require upfront payment, only that the agreed-upon payment method remains unchanged (*ta'yin*). To avoid the prohibited *bai' ad-dain bi ad-dain* (sale of debt for debt), it's advisable for payment to be completed after the buyer selects the item. By analogizing to *bai' maushuf fi adz-dzimmah*, e-commerce is deemed permissible and valid under these conditions (Samudro, 2024).

Another possible analogy for e-commerce contracts is *bai' 'ain ghaibah* (sale of unseen goods). This is relevant because in e-commerce, buyers cannot directly inspect the seller's goods but rely on images, videos, or specifications (*maushuf*). This contract applies when goods are ready stock; if not, it falls

under *bai' salam*. The four *madhhab* (schools of thought) jurists view *bai' 'ain ghaibah* as potentially involving *gharar* (excessive uncertainty). However, they differ on whether this *gharar* can be mitigated. Hanafis and the older Shafi'i view (*qaul qadim*) believe *gharar* can be removed through *khiyar ru'yah* (option of seeing). Malikis contend that clear product specifications can reduce *gharar*, rendering the sale valid (Ekasaputra, 2024).

Once the appropriate contract type is established (e.g., *bai' salam*, *bai' maushuf fi adz-dzimmah*, or *bai' 'ain ghaibah*), the specific conditions and requirements of that contract apply to the e-commerce transaction. Key conditions across these contracts generally include upfront payment, clearly agreed-upon prices, and comprehensive product specifications. If these are met, the sale is permissible, and other subsequent rulings apply.

If an e-commerce transaction occurs via a marketplace, it can be analogized to an *akad wakalah* (agency contract) between the seller and the marketplace operator. This is because the marketplace operator receives compensation for acting as an agent in selling goods, similar to a traditional agency arrangement. This form of contract is permissible under Sharia (Samudro, 2024).

#### **b. Qiyas in E-commerce: Internet Service Transactions**

Internet connectivity is a critical component of modern e-commerce. For any transaction, both parties must first establish an internet connection, whether through fiber optic cables, Wi-Fi, or cellular data plans. Unlike tangible goods, the internet isn't a physical product; it exists as digital signals provided by an internet service provider. Therefore, the *takyif fiqh* (fiqh adaptation) of internet networks can be analogized in two ways: either as a sale (*bai'*) of signals or a lease (*ijarah*) of internet services from a provider.

Of these two possibilities, the lease (*ijarah*) of internet services from a provider (covering cable internet, Wi-Fi, or data packages) appears to be the more fitting contract. Although commonly referred to as "buying" an internet

package, the provider doesn't offer a usable internet product until a receiving device like a router, modem, or SIM card is sold to the customer. Consequently, internet access is unusable without the purchase of an internet service provision. Thus, it's the *service* that's being sold, and the customer is the *lessee*. This type of service lease is permissible under Sharia because the internet offers a clear benefit that the customer can utilize according to agreed-upon data limits and timeframes. However, the customer doesn't fully own the internet network, as control remains with the network owner (Al-Madkhali, 2005).

**c. Qiyas in E-commerce: Payment Transactions**

Various payment methods are used in e-commerce, with digital wallets (e-wallets) being a prominent option. This process typically involves a buyer owning a specific e-wallet account, which is then offered as a payment choice by marketplaces or sellers. Before payment, the buyer must top up their e-wallet balance. E-wallets have gained popularity due to benefits like shipping discounts and price reductions when used as a payment method (Ekasaputra, 2024).

Contemporary *fiqh* scholars hold differing views on the legal status of digital wallets and their top-up process, debating whether it constitutes a loan, a trust, a service lease, or a currency exchange.

One perspective analogizes the e-wallet to a bank account where the funds are managed by the service provider. Under this view, it's likened to a loan (*qardh*) contract, making any bonus benefits received by the user prohibited due to *riba* (usury). This stance assumes that e-wallet companies offer bonuses to entice customers to deposit funds, knowing these funds will be utilized like a loan (Tuasikal, 2024).

A second view analogizes the e-wallet to a trust (*wadi'ah*) contract, where the e-wallet company merely holds the balance without the right to

manage it as in a *qardh*. If treated as a trust, users would typically be able to withdraw their full balance at any time (Ekasaputra, 2024).

However, a more fitting *takyif fiqh* (fiqh adaptation) for digital wallets is to consider their status as digital or electronic currency and data. This interpretation views the top-up process as a conversion of physical currency into digital form, where funds become the property of the e-wallet company, and the user receives digital money in exchange. Consequently, its legal ruling is analogized to a *sharf* (currency exchange) contract (Tuasikal, 2024).

In practice, e-wallet users typically receive benefits from transactions they conduct, not from their accumulated balance. This means that bonuses provided are not primary conditions for topping up the balance and therefore are not categorized as *riba qardh*. Furthermore, digital wallets do not closely resemble a deposit (*shabah*) like a savings account, as topped-up balances are primarily used for electronic transactions rather than for direct withdrawal. Thus, a digital wallet's status is that of electronic money resulting from a *sharf* contract, usable for online transactions. Any bonuses offered are considered promotional gifts aimed at building the ecosystem and attracting more users (Tuasikal, 2024).

#### **D. Conclusion**

Qiyas (analogical deduction) remains relevant for contemporary *muamalah* (Islamic commercial law), including e-commerce transactions. It provides a foundational framework for aligning e-commerce practices with pre-existing legal contracts. However, legal rulings and *fatwas* concerning e-commerce often prioritize the conditions and requirements for validity. When the legal basis is mentioned, it's frequently limited to general principles of permissibility for *muamalah* transactions.

Amidst technological advancements and evolving societal norms, a more detailed legal derivation is crucial. This requires a precise analysis of the *takyif fiqh*

(fiqh adaptation) status, employing methods and considerations of *istidlal* (deduction) and *istinbat* (derivation of Islamic law) such as *qiyas*, *istihsan* (juristic preference), *maslahah mursalah* (unrestricted public interest), *sadd al-dhari'ah* (blocking the means to evil), and *'urf* (custom).

The application of *qiyas*, particularly *qiyas shabah* (analogy based on resemblance to two or more original cases), in e-commerce is evident in general transactions, internet service transactions, and even payment processes, all of which contribute to establishing their Sharia validity.

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