

ETHICS OF E-COMMERCE IN ISLAMIC JURISPRUDENCE

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Abstract:

The concept of trade in Islam, including modern E-commerce, is firmly grounded in Islamic legal rulings, ethics, and commercial principles. E-commerce is considered permissible under Islamic law as it operates within the framework of trade contracts based on mutual consent, transparency, honesty, and the avoidance of prohibited practices such as usury, deception, monopoly, and gambling. Islamic jurisprudence holds that contracts, including electronic ones, are valid at all times and places as long as they meet Shariah conditions and there are no impediments. The trade must involve permissible goods and services and comply with ethical standards emphasizing integrity and fair dealings. This jurisprudential approach addresses electronic transactions, including those involving cards and credit systems, ensuring compliance with Islamic laws designed to protect interests and prevent harm.

This research demonstrates that electronic network services and the receipt of legitimate commissions in E-commerce are permissible under Islamic law, provided that they are subject to conditions based on custom and juristic consensus. Electronic commercial sales and advertising are allowed if they abide by established Shariah conditions and approvals from contemporary jurisprudential councils. Specifically, credit cards have been jurisprudentially classified as permissible tools in E-commerce transactions, serving as commercial intermediation for a fee or agency with a fee, according to fatwas and scholarly opinions.

Islamic Shariah protects E-commerce transactions through the protection of intellectual property rights and consumer rights, applying principles consistent with Islamic ethics. This protection includes deterrent penalties against violators, aligning with positive legal systems inspired by Shariah principles. Adherence to ethical standards such as honesty, transparency, and avoidance of prohibited practices remains a fundamental requirement.

Electronic network service providers may charge a legitimate fee for services rendered under contracts like lease or agency, fully recognized in Islamic jurisprudence. Electronic commercial sales are valid when they comply with the rules of offer, acceptance, lawful objects, and mutual consent. Commercial advertising electronically is permissible if truthful, non-deceptive, and fulfills legal conditions. Credit cards in E-commerce are legally treated as agency or guarantee contracts, allowing a fee for intermediation using established rules confirmed by contemporary fatwas of Islamic Scholars.

Keywords: *E-commerce in Islamic Law, Ethics of Electronic Business in Islamic Jurisprudence, Islamic Business, Electronic Business and Ethics.*

Introduction:

The research on "E-commerce Ethics in Islamic Jurisprudence" is crucial because E-commerce is a significant means of earning a living that must be grounded in sound Islamic principles to regulate human trade desires ethically and justly. Islamic law provides comprehensive ethics and guidelines to prevent chaos, injustice, and monopoly, ensuring fairness and protecting the weak in commercial dealings.

Methodologically, the research follows a sound scientific approach, starting from basic sources of Islamic law, analyzing juristic opinions, and contemporary jurisprudential council approvals, so the qualitative research methodology will be followed in this article. It clarifies the principles and rules that apply to electronic commerce transactions and services, including the legitimacy of commission fees, electronic commercial sales, advertising, and the use of credit cards

as tools of commercial intermediation under Islamic contracts, such as agency or guarantee for a fee.

Specifically, research methods in similar studies often employ qualitative approaches, including library research and descriptive analysis, examining classical and contemporary Islamic texts alongside modern contexts. These methods ensure a comprehensive understanding of E-commerce ethics aligned with Islamic law, emphasizing honesty, transparency, avoidance of prohibited practices, and maintaining market integrity.

1. The reality of E-commerce, related terminologies, and its importance:

1.1- Definition of Trade:

In Islamic Jurisprudence, trade is defined as: the exchange of money for the purpose of making a profit.⁽¹⁾ The word trade in Arabic is derived from the verb (tajara), which means to trade, buy, or sell⁽²⁾, Allah Almighty said: "Except it be a present trade which you conduct among yourselves"⁽³⁾, So the terminological definition of trade is E-commerce, from an Islamic perspective, and generally, can be defined as the digital economy activity that relies on information technology, particularly computing and communication networks such as the Internet. It involves conducting, marketing, and supplying commercial products and services online through electronic transmission and processing systems.

1.2 Related Terms:

Credit: Credit means the trust that leads individuals to believe a person is reliable and trustworthy. More specifically, it means the commitment made by someone to allow another person to use a specific sum of money based on that trust.

In Islamic finance and jurisprudence, credit is governed by principles emphasizing trustworthiness, fairness, and the prohibition of interest (riba). The only type of permissible loan in Islam is (qard al-hassan), a benevolent loan in which the lender does not charge any interest or additional fee over the principal. Credit can be personal, granted without a guarantor other than the borrower, or it can be real (secured) by pledging property or assets as collateral.

In accounting, "credit" is the amount owed to a person, while "debit" is what is owed by that person. These concepts are acknowledged in Islamic commercial transactions consistent with Shariah's safeguards against unjust gain, excessive uncertainty (gharar), and unfair exploitation of trust. Islamic banking and finance operate on shared risk and reward principles, prohibiting interest and emphasizing ethical treatment of all parties involved. This ensures that credit extended within Islamic frameworks is ethical and socially responsible, reinforcing trust and justice in financial dealings.⁽⁴⁾

Broker: A broker is a person who acts on behalf of clients to facilitate commercial transactions for a fee. This fee is generally determined based on the agreed transaction price, usually split between the buyer and the seller. In Islamic commercial terms, a broker is a professional recognized as an agent (wakil) entrusted with representing their client in business dealings, acting within agreed instructions and duties. Commercial mediation refers to the process by which one party connects two other parties to enable a contract or business transaction. The

(1) Imam Al-Shafie, Al-Umm, vol. 3, p 65, Al-Dasuqi, Mughni al-Muhtaj vol.1, p. 397, Al-Marghinani, Al-Hidayah vol. 2 p.165, Ibn Muflih, Al-Furu vol. 2, p.513, Ibn Hazm, Al-Muhalla, vol. 6, p. 84, Ibn al-Qayyim, A'lam al-Muwaqqi'in vol. 3, p.176.

(2) Al-Fayumi, Al-Misbah Al-Munir, vol. 1, p.73, Ibn Manzur., Lisan Al-Arab, vol. 2, p. 19

(3) Surah Al-Baqarah, Verse: 282.

(4) Ahmad Zaki Badawi, Dictionary of Legal Terms, French-English-Arabic, p. 75.

broker earns a commission (ujrah) or fee (as-samsarah) as compensation for this intermediary service.

In Islamic law, brokerage and commercial mediation are permissible (halal) when conducted transparently, ethically, and without deceit or harm. The relationship between broker and client is governed by the concept of agency (wakala), which obligates the broker to act loyally and, in the client's, best interest. Contractual clarity, fair compensation, and adherence to Shariah principles are critical.⁽⁵⁾ Therefore, a broker who professionally conducts business on behalf of others is called an agent. This also applies to a merchant who engages in commercial activities as a regular profession. In some cases, it includes directing certain activities that, upon completion, carry the characteristics of a commercial profession. To be considered a merchant, a person must conduct their commercial activity in their own name and for their own account. From the above, it is understood that the general concept of commerce, and specifically E-commerce, encompasses many of the aforementioned aspects. This is because the commercial profession, with a slight difference in the modern technology of the internet, is a new category that includes brokerage, mediation, credit, and merchant to achieve the desired meaning, especially as international trade has been growing online in terms of buying, selling, and commercial exchange.

1.3 Importance of Trade in Islam.

The importance of trade in Islam is highly significant and heavily emphasized in Islamic teachings. The Prophet Muhammad (peace be upon him) and his companions, such as Abu Bakr Al-Siddiq, Umar Ibn Al-Khattab, Uthman Ibn Affan, Abdullah Ibn Al-Zubayr (May Allah be pleased with them), and others, engaged actively in trade throughout their lives. This engagement was not only a means of livelihood but also a reflection of trustworthiness, ethical conduct, and social responsibility.

Trade is regarded as a beloved and desirable pursuit in Islam because it fosters economic growth, provides for families, and encourages ethical dealings. It is also associated with divine reward, as the Prophet Muhammad (peace be upon him) praised traders who uphold honesty, fairness, and generosity in their transactions. The Holy Quran and Hadith strongly support trade when conducted ethically, emphasizing justice, fairness, and the avoidance of injustice and dishonesty. Furthermore, trade strengthens social bonds, exchanges ideas, cultures, and innovations across societies, and plays a vital role in community development and economic stability. The teachings of Islam promote the idea that earning through permissible (halal) trade is highly commendable and rewarded both in this world and the hereafter.

Trade is an honorable profession in Islam, conducted for livelihood and lawful profit. Islamic jurisprudence categorizes various types of trade, such as barter, sales, and brokerage. The broker acts as an intermediary between buyer and seller, assisting in determining the price and the commodity involved.⁽⁶⁾ The Holy Quran mentions the importance and significance of wealth and children as foundational elements of worldly life. Allah Almighty says, "Wealth and children are the adornment of the life of this world"⁽⁷⁾. This verse highlights that wealth and progeny are attractive and valued possessions that enhance the worldly experience, representing blessings and sources of joy.

⁽⁵⁾ Ahmad Zaki Badawi, *Dictionary of Legal Terms: French-English-Arabic*, p. 75; Butras Al Bustani, *Muheet Al-Muheet*, p. 226; Ibn Abiden, *Hashiya Radd Al-Muhtar*, vol. 5, p. 39.

⁽⁶⁾ Ibn Abedin, *Hashiya Radd al-Muhtar*, vol. 5, p. 39, *Dar al-Fikr*, Beirut, 1399 AH, Al-Dasuqi, *Hashiya on Al-Sharh Al-Kabir*, vol. 1, p. 472, Al-Nawawi, *Rawdat al-Talibin*, vol. 2, p. 266, Al-Bahuti, *Kashshaf al-Qina'*, vol. 2, p. 239

⁽⁷⁾ Surah Al-Kahf, Verse: 46.

The importance of E-commerce is increasingly evident in today's high-tech age, where technology integration defines modern business and development models. E-commerce is positioned at the forefront of global development agendas as governments increasingly integrate technology into various sectors, including vital and governmental services.

In the Islamic context, E-commerce is recognized as a legitimate and beneficial mode of trade when it adheres to Shariah principles, including the prohibition of prohibited goods, the necessity for mutual consent, transparency, and fairness. It enables Muslims and businesses in Islamic countries to participate in the global economy ethically and competitively. Therefore, adopting and promoting E-commerce is vital to capitalize on positive economic outcomes and to build resilient, modern trading frameworks that align with both technological advancements and Islamic values

2. The legal foundations and rules of E-commerce.

2.1 Taking into account the interests of the people.

The basic rules of E-commerce in Islamic jurisprudence concentrate on the principle that laws must benefit people collectively, both in the present and in the future. Islamic law recognizes transactions, including E-commerce, as primarily concerned with preserving essential human interests such as lineage, wealth, life, and intellect. E-commerce activities fall under the broader Islamic concept of trade and property transfer, with or without compensation, conducted through a contract (aqd).⁽⁸⁾ E-commerce contracts also fall under these objectives.

Al-Shatibi emphasizes that the permissibility of commercial transactions, including E-commerce, fundamentally depends on how well they serve human interests (maqāsid). In his view, transactions are permissible if they protect and preserve essential human interests such as lineage, wealth, life, and intellect. He notes that the "supplementary interest" in a transaction might sometimes come at the cost of the "original interest, but the overall goal should be to maximize the original, primary benefits, which align with the core objectives of Shariah justice, mercy, and benefit (maslahah). As a principle, preventing uncertainty (gharar) and ignorance is also a critical component of ensuring that transactions are lawful and ethically sound. In terms of E-commerce, this means that digital transactions must abide by these principles, ensuring transparency, fairness, and the avoidance of harm or deception. The ethical framework should promote trust, protect rights, and serve the broader societal good, aligning with al-Shatibi's views on benefit and the importance of avoiding harm in economic deals.⁽⁹⁾

The foundation of Islamic economic legislation is indeed the concept of public interest, known as (maslaha). Islamic scholars have expressed this principle with the maxim: "Wherever there is public interest, there is God's law"⁽¹⁰⁾, highlighting that all rulings in Islamic law are fundamentally linked to promoting benefits and preventing harm for society both in the present and future. Maslaha serves as a primary guiding principle in the formulation of laws and regulations, including in commerce and e-commerce activity. Its role is to ensure that legislation benefits humanity by safeguarding essential objectives such as the preservation of religion, life, intellect, lineage, and wealth. Economic rulings, including those related to trade and E-commerce, are evaluated based on their ability to protect these higher objectives.

(8) Al-Muwafaqat Vol. 2, p. 6

(9) Al-Muwafaqat Vol. 2, p. 14

(10) Sharh Al Muwafqat Vol. 1, p. 10

The principle of maslaha balances the maximization of social good while minimizing harm, emphasizing justice, welfare, and ethical conduct. It allows Islamic law to be dynamic, adapting to new challenges and contexts such as modern financial systems and digital commerce, so long as these developments serve the collective interests of the people. Therefore, maslaha is not merely a theoretical concept but a practical mechanism to ensure Islamic economic legislation remains relevant, beneficial, and rooted in divine wisdom to guide human flourishing⁽¹¹⁾. This is achieved in E-commerce.

Economic transactions in Islam are fundamentally based on moral and religious motivations, with the ultimate goal being the pleasure of Allah Almighty. This serves as the measure of whether a transaction is in the best interest of individuals and society. Islamic economic principles emphasize justice, honesty, transparency, and social responsibility, creating a fair marketplace that balances profit-seeking with ethical obligations.⁽¹²⁾ Islamic Scholars explain that the measure of every interest is grounded in morality derived from human nature. Public interest in Islamic jurisprudence is classified into necessities (daruriyyat), needs (hajiyyat), and embellishments (tahsiniyyat), each aimed at protecting critical elements such as religion, life, intellect, lineage, and wealth.

Thus, the public interest principle underlies the comprehensive ethical and legal structure of Islam, ensuring that human transactions and laws serve the higher goals of justice, welfare, and happiness both in this world and the hereafter⁽¹³⁾. These rules align with the broader Islamic commercial principles that prioritize transparency, honesty, and fairness, while safeguarding the social and economic welfare of all parties. The avoidance of prohibited practices like deception, uncertainty, and trading in unlawful goods upholds the ethical framework that Islamic law establishes for all economic activities.

Scholars have traditionally used maslaha as a dynamic tool to apply Shariah in changing contexts, allowing for flexible legal rulings that maintain justice, reduce hardship (raf' al-haraj), and uphold social order. This principle demonstrates the comprehensive and pragmatic character of Islamic law, seeking to secure both spiritual and material interests for individuals and society as a whole⁽¹⁴⁾.

2.2 Contracts are based on mutual consent.

In legal terminology, a contract is defined as the agreement of two wills: the will of the offeror (ijab) and the will of the acceptor (qabul) in a lawful manner, the effect of which is established in the subject matter of the contract, such as sale, lease, or other transactions. This definition aligns with Islamic law, where a contract (known as aqd) literally means “to tie” or “fasten,” symbolizing the binding nature of the agreement.⁽¹⁵⁾ The legitimacy of electronic commercial contracts in Islamic jurisprudence is well established through the alignment of their essential elements with traditional contract principles. The core conditions of consensual commercial contracts, offer and acceptance, mutual consent, clarity of terms, and lawful subject matter are applicable to electronic contracts as well.

(11) Al-Shatbi, Al-Muwafaqat, vol. 2, p. 209, Abdul Wahab Khalaaf, Usul al-Fiqh, p. 91, Dr. Shoke Al-Fanjri, The Nature of Islamic Economic Policy, p. 32

(12) Muhammad Aqlah, Islam: Its Objectives and Characteristics, p. 130

(13) Alal Al-Fasi, The objectives and virtues of Islamic law, p. 189, Dr Muhammad Mansoor, The rules of ownership in economic jurisprudence, p. 13.

(14) Al-Shokani, Irshad al-Fuhul, p. 213, Ibn Qudamah, Rawdat al-Nadhir, p. 86.

(15) General Jurisprudential Introduction, vol. 1, p. 291, Contract Regulations, pp.16-17

Islamic law recognizes writing as a valid form of expressing consent, supported by the Quranic verse, Allah Almighty says: “O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice”⁽¹⁶⁾. This validates the use of electronic documents and digital recordings as modern adaptations of the contract-writing principle.

Consent is a fundamental characteristic in contracts, particularly commercial contracts, and is essential for the validity of transactions between parties. Contemporary Islamic jurisprudential research permits the conclusion of contracts through modern technologies, such as the telegraph, telephone, fax, and other electronic means, recognizing these methods as valid expressions of mutual consent. The communication of consent must be unconditional, clear, and ideally simultaneous (*majlis al-‘aqd*), though modern jurisprudence allows for some flexibility given contemporary communication methods. The subject matter of the contract must be lawful, existent (except in specific cases like *salam* contracts), and precisely defined. The parties to the contract must have legal capacity to contract, and the contract must not contradict any objectives of Shariah. This framework ensures fairness, transparency, and protection of rights.

Therefore, consent in contracts, whether traditional or electronic, is governed by principles ensuring that agreements are mutual, informed, voluntary, and compliant with Islamic ethical and legal standards. Modern communication technologies are accepted tools facilitating lawful contract formation in line with these principles⁽¹⁷⁾. The use of the Internet and modern computer technologies as forms of consent, offer, or acceptance in contracts is generally recognized as valid in Islamic jurisprudence, provided the essential conditions of contract formation are met. The benefit gained from facilitating trade and transactions through these modern tools has led contemporary scholars to accept electronic communication methods (such as signing, sending written copies, and messages) as legitimate expressions of offer and acceptance.

Thus, the Internet and computer-based communication can be considered valid forms of contractual consent and action, reflecting Islam's flexibility in adapting to technological advancements while preserving fundamental contractual ethics and justice. The legal system firmly recognizes the validity and enforceability of electronic commercial contracts, including the use of electronic signatures and digital recordings. The Electronic Transactions Law and related regulations establish that electronic signatures, when secure and properly verified, hold the same legal weight as handwritten signatures and written documents.

3. Adherence to ethical and legal standards in electronic commercial contracts

A merchant should adhere to important ethical principles that guide business conduct in Islam:

3.1 Prohibition of cheating and deception to gain a profit in trade.

Islam strictly forbids cheating and deception in business transactions because Islamic transactions are fundamentally based on honesty and trustworthiness. Islam has closed all doors to dishonesty and deceit in trade, prohibiting any form of fraud, misrepresentation, or concealment of defects in goods.⁽¹⁸⁾ In the hadith, the Prophet Muhammad (peace be upon him) observed food that was wet from rain but hidden beneath other food, stating, “Whoever deceives is not one of us”⁽¹⁹⁾.

(16) Surah Al-Baqarah, Verse: 282

(17) Contract Regulations p. 198

(18) Dr. Turkamani, Ownership regulations in Islamic law, p. 139

(19) Sahih Muslim, Hadith: 101, 102

3.2 Prohibition of usury.

Islamic law categorically prohibits usury (riba) in all its forms and manifestations⁽²⁰⁾. The prohibition is clearly stated in the Holy Quran, Allah Almighty says: "Allah has permitted trade and forbidden usury"⁽²¹⁾. The Prophet Muhammad (peace be upon him) cursed not only the one who consumes usury but also the one who pays it, as well as its two witnesses and the scribe involved in recording it. The Holy Prophet (peace be upon him) said: "They are all the same in sin and blame"⁽²²⁾.

3.3 Prohibition of monopoly.

The monopolist, who hoards goods to later sell at high prices driven by greed, commits a grave sin in Islam. This act shares a sinful mentality with usury, both of which are rooted in selfishness and egotism, exploiting others at their expense. The Holy Prophet Muhammad (peace be upon him) said: "No one hoards except a sinner."⁽²³⁾. The meaning of "sin" in the hadith phrase It is the sin that leads its perpetrator to destruction through expulsion and distancing from the mercy of Allah Almighty refers to a serious wrongdoing or transgression against Allah's commands that results in spiritual ruin.

Ibn al-Qayyim explains that a monopoly involves collusion among merchants to restrict the sale of essential goods, which people need, at inflated prices. This includes limiting sales to specific individuals who then resell those goods at any price they wish. Similarly, withholding benefits such as houses, land, and labor and refusing to provide them except at prices exceeding market value also constitute a monopoly.⁽²⁴⁾

Islamic law strictly prohibits monopolies (ihtikar) because they cause harm to society by creating unfair market dominance, inflating prices, and disrupting economic justice. Scholars unanimously agree that the ruler (or state authority) has the power to intervene to prevent monopolistic harm. This includes the authority to seize monopolized goods and sell them back to their owners or to regulate the prices of such goods. The ruler can impose price controls in a way that balances the interests of consumers, producers, and sellers, ensuring fair access and preventing exploitation.⁽²⁵⁾

3.4 The Prohibition of Bribery to Prevent Unfair Commercial Competition:

Islamic law explicitly prohibits bribery because it leads to unjust enrichment and corrupts the moral fabric of society, which conflicts with the principles of justice and equity emphasized in Islam. Bribery involves giving money or favors to influence decisions unfairly, often at the expense of others, especially vulnerable or needy individuals⁽²⁶⁾. Abu Humaid al-Sa'idi reports that the Prophet Muhammad (peace be upon him) appointed a man from the tribe of Azd, Ibn al-Latibah, to collect zakat funds. When the man returned, he said, "This is for you, and this was given to me as a gift." The Prophet Muhammad (peace be upon him) rebuked him sharply, saying that if he wanted gifts, he should have stayed in his family's home to receive them instead of taking from the zakat funds entrusted to him. The Prophet Muhammad (peace be upon him) declared that

(20) Dr. Al-Abadi, Ownership in Islamic Law, vol. 2, p.36

(21) Surah Al-Baqarah, Verse: 275

(22) Sahih Muslim, Hadith: 1598

(23) Sahih Muslim, Hadith: 1605

(24) Al-Turuq al-Hukmiyya, pp.285-290

(25) Al-Mawsili, Al-Ikhtiyar li Ta'lil al-Mukhtar, Vol. 4, p. 160, Al-Shirazi, Al-Muhadhdhab, Vol. 1, p. 299, Dr. Al-Abadi, Al-Malikiyyah al-Shari'ah al-Islamiyyah, Vol. 2, pp. 46-49, Ibn Hubayrah, Al-Ifsah, Vol. 1, p. 366, Ibn Taymiyyah, Al-Hisbah, p. 15

(26) Regulations on Ownership in Islamic Law, p. 135

whoever takes anything from zakat unlawfully will come on the Day of Judgment carrying it as a burden around his neck—whether it is a camel, cow, or sheep—crying out, symbolizing the weight and burden of his sin. He raised his hands, showing strong emphasis, and prayed that he had conveyed the message clearly.⁽²⁷⁾

Umar ibn al-Khattab (may Allah be pleased with him) is widely recognized in Islamic history for his strict and just governance, including rigorous accountability of public officials and governors. His famous question to his governors, "From where did you acquire this?" reflects an early form of financial scrutiny and anti-corruption practice ordained in Islamic governance. Umar's practice demonstrated a proactive approach to ensure that officials did not accumulate wealth through illicit means such as bribery, corruption, or exploitation of their positions. If the wealth was proven legitimate, he would honor the official by returning it and reinstating them. However, upon strong suspicion of illicit gains, Umar would appropriate the suspect wealth either partially or fully, depending on the circumstances, thus maintaining public trust and preventing unjust enrichment.⁽²⁸⁾

This principle, emphasized centuries ago, echoes the modern concept of anti-corruption laws and financial transparency enforced in many governments today. Umar's model set a foundational precedent in Islamic governance for ethical leadership, financial accountability, and protecting public resources from misuse—values deeply rooted in Islamic jurisprudence and governance ethics. This is evidence of the prohibition of bribery, because it is one of the methods of illegitimate commercial competition.

3.5 The Prohibition of Gambling as a Cause of Unfair Commercial Competition:

Islamic law prohibits gambling in all its forms because it involves earning money without effort and unjustly consuming others' wealth through chance rather than productive labor. Gambling is considered haram as it promotes financial gains based on luck, which contradicts the Islamic emphasis on earning through lawful work and fair exchange. Additionally, gambling spreads enmity, hatred, and immorality among people, creating social discord and division. Allah Almighty says: "O you who have believed, indeed, intoxicants, gambling, [sacrificing on] stone alters [to other than Allah], and divining arrows are but defilement from the work of Satan, so avoid it that you may be successful"⁽²⁹⁾. It is clear evidence of the prohibition of unfair commercial competition.

3.6 Prohibition of trading in prohibited items:

Islamic law strictly prohibits trading in all forbidden goods and services, as this type of trade promotes and encourages the consumption and spread of what is unlawful in Islam. This includes trading in alcoholic beverages, narcotics like hashish and opium, and any intoxicants, as these substances are harmful and explicitly forbidden by the Holy Qur'an and Sunnah. Additionally, Islamic law forbids the trade in human organs and bodies, which covers all forms of exploitation such as human trafficking, prostitution, and any immoral or unethical commercial activities that degrade human dignity. False advertising that misleads consumers by presenting vices as virtues or progress is also prohibited because it distorts the truth and leads others astray.

The prohibition ensures that business transactions uphold ethical standards, avoid harm, prevent injustice, and protect societal morals. Trading in forbidden items or using deceitful marketing runs counter to the Islamic goals of preserving religion, life, intellect, lineage, and

(27) Sahih al-Bukhari, Hadith: 2407

(28) Nayl al-Awtar, Vol. 9, pp. 131-137

(29) Surah Al-Ma'idah, Verse: 90

property (maqasid al-shariah). These prohibitions are reaffirmed in numerous Quranic verses and hadiths, where Allah commands believers to avoid intoxicants, gambling, and all forms of harmful or dishonest business practices. The Prophet Muhammad (peace be upon him) also forbade selling what is forbidden or unclear in quality or legality, emphasizing the protection of society from harm and corruption. Allah Almighty has threatened those who deal in forbidden things, saying: "Indeed, those who love that immorality should be spread among those who have believed will have a painful punishment in this world and the Hereafter. And God knows, while you do not know."³⁰

3.7 The prohibition of usurpation:

Usurpation in Islamic law refers to the unjust seizure or taking of another person's property without their right or consent. Scholars unanimously agree that usurpation is a major sin and strictly prohibited.⁽³¹⁾ Allah Almighty said, "Do not consume one another's wealth unjustly, except in trade by mutual consent."⁽³²⁾ And Prophet Muhammad (peace be upon him) said, "The wealth of a Muslim is not lawful except with his willing consent"⁽³³⁾

3.8 Prohibition of theft:

Islamic law strictly prohibits theft, considering it a major sin due to the harm it causes by depriving others of their rightful property. Theft is defined as taking someone else's property stealthily without permission and with the intention of permanently depriving the owner. Allah Almighty says: "And [as for] the male thief and the female thief, cut their hands in recompense for what they committed, a deterrent punishment from Allah."³⁴ The Prophet Muhammad (peace be upon him) also emphasized the severity of theft, cursing thieves regardless of the value stolen, highlighting that even small thefts warrant punishment as theft corrupts society. The punishment of amputation is subject to strict conditions, including the minimum value of stolen goods, voluntary repentance, and proof by reliable witnesses.

The rationale behind this severe punishment is to safeguard the wealth and rights of individuals, uphold justice, and deter others from committing similar offenses. Theft not only causes financial loss but also disrupts societal trust and morality. Prophet Muhammad (peace and blessings be upon him) clearly cursed thieves, including those who steal even small items like an egg or a rope. He said, "May Allah curse the thief; if he steals an egg, his hand shall be cut off; if he steals a rope, his hand shall be cut off."⁽³⁵⁾

4. The jurisprudential classification of electronic commercial sales contracts in Islamic law:

E-commerce represents a transformative advancement in contemporary global business, characterized by remarkable speed, efficiency, and profitability. It operates through sophisticated software frameworks and intricate relationships facilitated by high-capacity magnetic storage technologies. These transactions are fundamentally expressed and managed through symbolic language and advanced electronic circuits, reflecting the industrial and economic evolution that supports modern commercial dealings.

Electronic commercial sales take many forms. One common method involves selecting an item from a well-known website, then, after the buyer approves the purchase and pays the price, the item is shipped to the buyer or downloaded onto the buyer's device. Another method uses

(30) Surah Al-Noor, Verse: 19

(31) Al-Ikhtiyar li Ta'lil al-Mukhtar vol. 3, p. 59, Al-Muhadhdhab vol. 1, p. 374, Al-Qawanin al-Fiqhiyya p. 282, Al-Malikiyya al-Khasah fi al-Shari'a al-Islamiyya, p. 152, Ihya' Ulum al-Din vol. 2, p. 135

(32) Surah Al-Nisa, Verse: 29

(33) Musnad Ahmad, Hadith: 23605

(34) Surah Al-Ma'idah, Verse:38

(35) Sahih Al Bukhari, Hadith: 6783, Sahih Muslim, Hadith: 1687

electronic signatures combined with commercial credit cards, where the purchase amount is withdrawn from the buyer's account by a merchant or intermediary, who may charge a commission for facilitating the transaction. Additionally, sales can occur through commercial advertising, where potential buyers contact the owner of the advertised item to complete the purchase. These varied methods exemplify the flexibility and diversity of electronic commercial transactions in contemporary commerce.

The legal classification of electronic commercial sales, as understood through Islamic jurisprudence, is established by applying fundamental legal principles and inductive reasoning. This approach clarifies the permissibility of such transactions. Ibn Taymiyyah, may God have mercy on him, said that Sharia does not impose strict limits or fixed formulas on sales, leases, gifts, or similar contracts either in the Quran or Sunnah. There is no specific form required for these contracts to be valid; rather, the acceptance and customary language of the people define the nature of these transactions. He emphasized that the customs and habits of people determine what is called a sale or gift, and such customs are acceptable as long as they do not contradict Islamic law. Contracts and conditions fall under ordinary actions, and the default Islamic ruling is permissibility unless there is explicit evidence of prohibition. This means that electronic commercial sales contracts are valid and permissible within Islamic law because they adhere to the general principles of contract formation and respect the customary expressions and practices of trade.⁽³⁶⁾

Regarding "new commercial contracts", we find that Islamic law does not restrict contracting to specific topics, nor is there any text in Islamic law that specifies the types of contracts. Therefore, there is the possibility for Islamic jurisprudence to accommodate these contracts.⁽³⁷⁾ Islamic Jurists have addressed the use of language in contracts in a flexible manner. Al-Shatibi states: "The word is merely a means to achieving the intended meaning."⁽³⁸⁾ This principle supports the idea that the form of expression is not restrictive in Shariah contracts. According to the Hanafi school, a valid offer in sales transactions establishes the option of rescission.⁽³⁹⁾ The Shafi'i school recognizes contracts conducted through modern means, such as telephone, internet, or fax, as valid, emphasizing that if two parties make an agreement while separated by distance, the contract is valid without dispute.⁽⁴⁰⁾ This jurisprudential flexibility clearly encompasses electronic sales contracts, affirming their validity under Islamic law.

In Hanafi jurisprudence, commercial contracts are valid when conducted through legitimate means, regardless of whether the contract is made by the agent, the broker, or the contracting party personally. It is reported from them that if a person says, "Take this garment of mine to so-and-so so that he may sell it," or "Go to so-and-so so that he may sell you the garment he has," such transactions are permissible. This reflects the Hanafi school's recognition of agency and delegation as valid methods of contract conclusion, consistent with the principles of consent and mutual agreement essential to Islamic commercial law⁽⁴¹⁾, Similarly, verbal expression is not a condition for the validity of a sale and purchase contract; if a gesture is understood, it can take the place of spoken words."⁽⁴²⁾

(36) Majmu' al-Fatawa vol. 32, pp. 35-36

(37) Contractual regulations in Islamic jurisprudence, p. 288

(38) Al-Muwafaqat, vol. 2, p. 87

(39) Hashiyat Radd al-Muhtar, vol. 4, p. 97, Al-Kasani, Bada'i' al-Sana'I, vol. 6, p. 290

(40) Al-Majmu vol. 9, p. 181, Majmu' al-Fatawa, vol. 29, pp.13-19

(41) Similarities and Analogies, Vol. 2, p. 18

(42) Bada'i' al-Sana'i, vol.5, p. 135

5. E-commerce services and their ethics:

Advertising, in its technical sense, refers to publicity and commercial promotion. It encompasses a range of methods used to promote a business project or to praise a product. Thus, it is a communication process aimed at influencing buyers through modern channels such as newspapers, television, or the internet. This is commonly expressed as commercial advertising, which often describes goods exaggeratedly to increase sales and attract customers. ⁽⁴³⁾

6. Advertising and commercial promotion employ several methods:

They can be visual, auditory, or written. Visual advertising includes television, promotional offers such as goods or gifts, exhibitions and markets, and illuminated billboards. Radio and loudspeakers are examples of auditory media, while newspapers, magazines, mailings, written advertisements, electronic ads, cards, and posters fall under written media. These methods facilitate a wider, faster, and more profitable commercial process. ⁽⁴⁴⁾ The jurisprudential classification of electronic advertising and commercial promotion is related to "brokerage" in Islamic jurisprudence, where the broker acts as a middleman who mediates between the seller and the buyer to facilitate the sale of the commodity.

Al-Bukhari (may Allah have mercy on him) mentioned a chapter titled "Chapter on brokerage fees," indicating the recognition of the topic within Islamic legal texts and the importance of discussing rulings about charges related to brokerage in sales. Ibn Sirin expressed that there is no harm in brokerage fees in sales, suggesting that receiving a fee for brokering a sale is permissible under certain conditions. Ibn Abbas stated that saying, "Sell this garment, and whatever exceeds such and such is yours," is not considered wrong or impermissible. This means it is allowed for a broker to agree to sell an item and take as their fee the amount that exceeds a minimum price agreed upon. Ibn Sirin further elaborated that if a broker says, "Sell it for such and such, and whatever profit there is, is yours, or shared between you and me," this arrangement also carries no prohibition. It reflects permissibility in either the broker taking full profit beyond a fixed price or the profit being shared, provided both parties agree. ⁽⁴⁵⁾ The Prophet Muhammad (peace be upon him) said: "Muslims are bound by their agreements."⁽⁴⁶⁾ This is evidence that brokerage is a form of commercial advertising, both in the past and present, whether it is done on foot, on the internet, in newspapers, or elsewhere. Islamic jurisprudence does not categorically prohibit advertising; rather, it sets a fixed methodology to ensure advertising achieves benefit and prevents harm. This methodology is rooted in the Islamic principle that preventing harm takes precedence over achieving benefit.

7. E-commerce Internet Services: Jurisprudential and Ethical Adaptations in Islamic Law:

Internet service providers are entities that provide users with access to high-speed internet via computers, whether they are government-owned or private. They offer this service under subscription contracts for a specified fee. This service aims to analyze and extract demand, increase demand, manage commercial orders, handle execution and payment, and provide customer service. The jurisprudential adaptation of the electronic service provided by the Internet can be understood as a legitimate lease contract between the service provider and the subscribers. This contract aligns with the conditions of a permissible lease in Islamic law, including:

- The benefit (service) being known and permissible,

(43) Advertisement p. 10

(44) Commercial Advertising Regulations, pp. 64-66

(45) Fath al-Bari, Commentary on Sahih al-Bukhari, Vol. 4, p. 517

(46) Sahih Al Bukhari, Hadith: 2338

- Ownership or proper authorization over the service,
- Mutual consent between the two contracting parties,
- The compensation (fee) is known and agreed upon.

These conditions are fulfilled in the case of Internet service provision, where the subscriber undertakes to receive the Internet services, the provider works to deliver those services, and guarantees their availability.

Thus, from an Islamic jurisprudential perspective, the relationship between the Internet service provider and the subscriber constitutes a valid lease contract that complies with Shariah principles based on the known rules and mutual agreement, and Allah Almighty said: “One of them said, 'O my father, hire him. Indeed, the best one you can hire is the strong and trustworthy one.’”⁽⁴⁷⁾ In Islamic jurisprudence, the transaction between the electronic service provider and the subscribers is based on mutual consent, making it a valid and legitimate commercial contract. Since the electronic service provider accepts business from multiple clients who benefit from the service, it is right and just that they receive compensation for the services rendered. This aligns with principles of fairness and justice in Islamic commercial dealings, where payment corresponds to the provision of services and mutual benefit between parties.

Hacking email accounts is clearly prohibited in Islamic law as it constitutes a form of aggression and violation of others' rights. It infringes upon the sanctity and privacy of individuals by spying on their information without consent. Islamic teachings explicitly forbid spying, accessing others' secrets, and invading their privacy because these acts violate the legitimate rights guaranteed to individuals. Scholars classify unauthorized hacking as a major sin and an unethical transgression that harms social trust and individual dignity.

8. E-commerce services using bank credit cards and their ethics

Credit card: A special card issued by a bank that allows the cardholder to purchase goods and services from specific stores and establishments upon presenting the card. The merchant submits the invoice, signed by the customer, to the issuing bank, which then pays the merchant. The bank provides the customer with a monthly statement showing the total amount due, which can be paid in full or deducted from their current account.⁽⁴⁸⁾ In economics, a credit card is typically defined as a loan or overdraft granted by a bank or financial institution to an individual or organization.⁽⁴⁹⁾ Credit cards come in various types like Visa, Master card, and others.

The jurisprudential classification of credit cards as a guarantee (kafalah) means the guarantor (often the bank) settles the debt with the creditor for less than what the debtor owes, then seeks reimbursement from the debtor for the guaranteed amount, not the paid amount. This reflects the classical concept of surety in Islamic law, where the guarantor is responsible to the creditor but retains a right of recourse against the principal debtor. Guaranteeing a debt is indeed permissible in Islamic law, and there is consensus among Muslim scholars on this permissibility.⁽⁵⁰⁾

The ethics of E-commerce services are deeply rooted in Islamic principles, emphasizing fairness, transparency, and social responsibility. Islamic banks exemplify this by directing savings towards development through real capital investments such as equity financing, Sharia-compliant profit-sharing, and Murabaha, aligning financial transactions with ethical and developmental

(47) Surah Al-Qasas, verse 26.

(48) Dr. Ahmed Badawi, Dictionary of Commercial and Cooperative Terms, p. 63

(49) Dr. Hussein Omar, Encyclopedia of Economic Terms, p. 7

(50) Al-Sarakhsi, Al-Mabsut, vol. 12, p. 17, Imam Malik Al-Mudawana, vol. 3, p. 15, Ibn Qudamah Al-Mughni, vol. 6, p. 325

goals. In the context of modern electronic transactions, credit cards serve as vital intermediaries facilitating commerce in the economy. However, their use must strictly adhere to Sharia principles, ensuring that the transactions are free from prohibitions such as *riba* (interest), *gharar* (excessive uncertainty), and fraud. Moreover, the ethics of a truthful and trustworthy merchant are crucial to uphold consumer rights and foster trust. Sellers should provide accurate information, fulfill agreed terms, and avoid deceitful practices to maintain integrity.⁽⁵¹⁾

9. Protecting E-commerce in Islamic Law.

Islamic law strictly protects commercial transactions from deception, falsehood, and fraud, emphasizing honesty, transparency, and fairness in all business dealings. It prohibits any form of intentional misrepresentation or concealment of defects, false advertising, and misrepresenting contract terms to unjustly gain at the expense of another party. The foundation of lawful transactions in Islam is genuine consent, clarity, and adherence to contractual terms without coercion or deceit. The Prophet Muhammad (peace be upon him) strongly condemned deception, saying, "Whoever deceives us is not one of us," reinforcing the ethical mandate for merchants to maintain truthfulness, fairness, and good morals aligned with Islamic teachings. Furthermore, Islamic law forbids money laundering and mandates safeguards to ensure that all earnings are lawful and pure. It encourages fulfilling contracts honorably and discourages using oaths or misleading claims to promote products. Ultimately, Islam seeks to uphold justice, social trust, and economic stability through ethical commercial practices grounded in these principles.⁽⁵²⁾

E-commerce in Islamic law is governed by several fundamental obligations that ensure transactions are conducted ethically, transparently, and justly according to Shariah principles. These obligations include:

- Avoiding ambiguity (*gharar*) and false advertising to ensure clarity about the product or service being sold.
- Being truthful and honest in all dealings to uphold trust and integrity.
- Starting business promptly (*ibaṭā' al-'amal*) without unnecessary delay.
- Being lenient and forgiving in relationships with customers and business partners.
- Possessing high moral character and good conduct in commercial interactions.
- Refraining from quarreling, making transactions complicated, or causing hardship to others.
- Paying the prescribed *zakat* (almsgiving) on commercial wealth and products as a religious duty that purifies wealth and supports social equity.

These obligations align with the broader Islamic commercial ethics of fairness, mutual consent, fulfillment of contracts, and avoidance of elements harmful or unjust in trade, such as *riba* (interest), *maysir* (gambling), and *haram* items. E-commerce transactions are treated as valid contracts under Islamic law only when these conditions, along with the essential contractual pillars (offer, acceptance, legal capacity, lawful subject matter, and price), are fulfilled. These requirements promote trustworthiness and compliance with Islamic moral and legal standards in the digital marketplace.⁽⁵³⁾

(51) Islamic Banks Magazine, Issue 34, Rabi' al-Thani 1404 AH, February 1984 AD, pp. 57-60.

(52) Dr. Abed Suleiman Al-Shoukhi, The Ethics of the Paper-Making Profession in Islamic Civilization, p. 346, a research paper published in the King Saud University Journal, Vol. 15, 1423 AH.

(53) Ibn Hajar Fath al-Bari, vol. 4, p. 290, Al-Ma'rifah - Beirut, Al-Kasani Bada'i' al-Sanai, vol. 2, p. 20, Al-Nawawi Rawdat al-Talibin, vol. 2, p. 266, Ibn Qudamah Al-Mughni, vol. 2, p. 30, Al-Nawawi, Sharh Muslim Vol. 2, p. 230, Imam Malik, Al-Mudawanah, vol. 1, p.253.

Conclusion

The ethics of E-commerce in Islamic jurisprudence center around ensuring that all transactions are conducted in strict accordance with Islamic principles of honesty, fairness, and moral integrity. E-commerce must adhere to the fundamental Islamic requirement that all commercial activities involve lawful (halal) goods and services, free from prohibited elements such as *riba* (interest), *maysir* (gambling), and haram products. Transparency and avoidance of *gharar* (excessive uncertainty or ambiguity) are crucial, so that product descriptions, pricing, and terms are clear and truthful to prevent deception.

Mutual consent underpins all contracts in e-commerce, reinforcing the validity of online agreements whenever the conditions of Islamic contract law—offer, acceptance, lawful subject, clear terms—are met. Sellers are required to maintain trust by fulfilling promises, ensuring timely delivery, and respecting consumer rights, while buyers must be honest in their dealings.

Islamic E-commerce also emphasizes the importance of good character, avoiding conflict and hardship in transactions, and being lenient and ethical in dealing with others. The obligation to pay *zakat* on commercial wealth connects economic activity to social responsibility and spiritual accountability.

In essence, E-commerce is permissible and encouraged in Islam as long as it upholds these ethical standards, facilitating halal and just economic activity that benefits individuals and society, consistent with the Qur'an, Sunnah, and Islamic juristic consensus. This framework also allows e-commerce within Muslim and non-Muslim contexts, maintaining compliance with Shariah conditions.

This research underscores the integration of classical Islamic commercial ethics with modern digital trade modalities, highlighting the need for clear legal guidelines and ethical awareness to ensure the legitimacy and moral soundness of e-commerce transactions.