

The Validity of Used Goods Auction Practices in Facebook Platform: A Study of Gharar and *Tadlis* Theory

Syifa Un Nafsi*

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: syifaunnafsi@ar-raniry.ac.id

Chairul Fahmi

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: chairul.fahmi@ar-raniry.ac.id

Azmil Umur

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: azmil.umur@ar-raniry.ac.id

*Corresponding author

Abstract

This study analyses the validity of used goods auction practices through social media Facebook from the perspective of Islamic law, focusing on the existence of elements of gharar (uncertainty) and tadlis (fraud). The author uses a qualitative research method with an empirical approach to understand social problems or human problems based on the creation of holistic images formed with words, reporting the views of informants in detail, and arranged in a scientific setting. Online auctions are a popular alternative to buying and selling, but often cause problems related to the clarity of goods and the transparency of the auction process. The practice of gharar is found in incomplete descriptions of goods, while tadlis occurs through price manipulation by sellers or auction participants. In Islamic law, the validity of an auction depends on the fulfilment of the pillars and conditions of buying and selling, including the clarity of the object, price, and honesty of the parties to the contract. This study emphasises the importance of transparency, fairness, and openness in online auctions to ensure compliance with sharia principles, thus creating fair transactions and avoiding losses for the parties involved.

KEYWORDS: Online Auctions, Islamic Law, *Gharar* and *Tadlis*

Introduction

One of the activities of mingling with fellow humans is buying and selling. Buying and selling in language is the process of owning or buying or selling something to another person at a certain price. The original word comes from the word *bai'* because each party will make sales and purchases.¹

Selling and buying is an agreement to exchange goods or objects that have value voluntarily between the two parties, one of which receives objects and the other party accepts them in accordance with the agreed agreement or conditions that have been justified by *shara'*.² What is meant by legal provisions is fulfilling the requirements, pillars and other things related to buying and selling so that if the conditions and pillars are not fulfilled, it means that it is not in accordance with the will of *Shara'*.³

Buying and selling itself has several ways of doing its practice, one of which is *bai' muzayyadah* or commonly referred to as auction, one type of buying and selling where the seller offers his merchandise in the middle of the crowd, then the buyers bid against each other at a higher price until the highest price from one of the buyers, then the contract is made and the buyer takes the goods from the seller.⁴ The auction system is a very appropriate means to accommodate buyers in order to get the goods they want.⁵

One type of trade that is vulnerable to the development of the internet today is auction buying and selling. Auction buying and selling can be said to be an auction only, because it has the same meaning between buying and selling and auction, which is both a buying and selling process as will be discussed and developed in this paper. *Auction* in foreign languages is called

¹ Muhammad Baqir Ash Shadr, *The Master Book of Islamic Economics* (Surabaya: Ahlulbait Production, 2009) : 71-72.

² Hilman Baihaqqi and Zia Firdaus Nuzula, "A Review of Fiqh Muamalah on the Practice of Buying and Selling Tofu and Tempeh in Ciroyom Market Bandung," *Journal of Sharia Economic Research* 2, no. 2 (20 December 2022): 105–12, <https://doi.org/10.29313/jres.v2i2.1363>.

³ Neni Sri Imaniyati and Panji Adam, "The Fatwa Position Of Dsn-Mui In The National Banking System," *MIMBAR, Journal of Social and Development* 33, no. 1 (1 June 2017): 141–47, <https://doi.org/10.29313/mimbar.v33i1.2128>.

⁴ Mohammad Jauharul Arifin, "The Validity of the Sales and Purchase Transaction with the Dropshipping System in the Perspective of Islamic Economics," *Lisyabab: Journal of Islamic and Social Studies* 1, no. 2 (30 December 2020): 279–90, <https://doi.org/10.58326/jurnallisyabab.v1i2.34>.

⁵ Syahrul Amsari, Windu Anggara, and Sudirman Suparmin, "Islamic Point of View on the Phenomenon of Celebrity Endorsement as Product Selling Power in the Digital Era," *Islamic Economics Scientific Journal* 9, no. 2 (2023): 1849–60, <https://doi.org/10.29040/jiei.v9i2.8383>.

"*Vendutie (Dutch) Auction (English)*".⁶

Buying and selling with the auction system has recently also utilised technological advances as a means to conduct transactions. Auctions that are usually conducted face-to-face and in one assembly are now carried out *online* by utilising one of the social networking sites *Facebook*. Auction is one of the systems used in buying and selling transactions through *Facebook* today. Sellers display photos of their merchandise on their *Facebook* pages and then give a description that the item is being auctioned and write various rules and ways to participate in the auction. Auctions that are usually done *face to face* can now be done *online* by utilising *Facebook*.⁷

Facebook is used as a place to do buying and selling activities because *Facebook* has facilities that are very supportive of buying and selling activities even more complete when compared to existing *e-Commerce* sites. *Facebook* allows a person to make friends with other people up to 5000 people, which is very helpful in terms of communication with other people and is very useful for promoting sales. *Facebook* also has a tool called *lexicon*, which is a tool to measure trends on *Facebook*. It works by matching trends with words on *walls*, *profiles*, and *groups*. Facilities such as *walls*, *profiles* and *groups* are very helpful for *Facebook* marketing.⁸

This *online* buying and selling activity with an auction system on *Facebook* trades a variety of goods, such as books, antiques, vehicles and the most interesting and attractive is *branded* used clothes. The phenomenon of online auctions of used *branded* clothes is growing rapidly along with the occurrence of several global trends and changes in consumer behaviour. *Facebook* is one of the social networks used for the sale of used *branded* clothes, and on average to sell *branded* clothes, the auction system is the most widely used compared to other selling systems. Auctions are one way to get the item at a price that is much cheaper than the market price.⁹

⁶ Daharmi Astuti, "Public Perception of Online Sale and Purchase Agreements from the Perspective of Sharia Economics," *Syarikat: Journal of Sharia Economics* 1, no. 1 (30 June 2018): 13–26, [https://doi.org/10.25299/syarikat.2018.vol1\(1\).2625](https://doi.org/10.25299/syarikat.2018.vol1(1).2625).

⁷ Nurafiah Aswawi, "Social Media-Based Online Buying and Selling in the Perspective of Islamic Economics," *AT TARIIZ: Journal of Islamic Economics and Business* 2, no. 03 (31 August 2023): 124–34, <https://doi.org/10.62668/attariiz.v2i03.763>.

⁸ Sukrianti and Hadi Daeng Mapuna, "Sharia Economic Law Review of the Sale and Purchase Transaction at the Shopee Online Marketplace," *El-Iqtisadi Journal of Sharia Economic Law, Faculty of Law and Sharia* 4, no. 1 (29 June 2022): 77–87, <https://doi.org/10.24252/el-iqtisady.vi.29685>.

⁹ Juliana Dwi Putri et al., "E-Commerce Agreements for Online Buying and Selling

To select the winning participant in the auction, the *online shop* account makes a price offer in the *Facebook* comments column, so participants can give or submit the highest price according to each participant's wishes, according to which the *online shop* account that has or submits the highest price will be selected, and the winner is announced directly in the participant's comments column.¹⁰

However, related to the auction of used *branded* clothes conducted through the *online* there is no explanation in it related to the specifications of the goods and prices, because of the clarity of the goods and the original price of the goods is very unclear, the goods sold are not in accordance with the terms of sale and purchase, and the author also compares from each *online shop* account conducts auctions of other used *branded* clothes have very *significant* similarities related to the images published or advertised, but from the description of the goods and the original price of the goods is different.¹¹

The author finds problems related to the *online branded* used clothes auction. This *online* auction uses a bidding system, where buyers can bid the highest price to a higher price. In practice, several times the author found buyers who bid on an item, and when no one bid higher he disappeared and did not continue the transaction because he actually did not intend to buy which would be referred to as *bid and run* or only intended to increase the price, and the author also found that the owner of the auction item did it because the highest price at the time of the offer was not high enough and did not match his target.¹²

From the mechanism of the *online branded* used clothes auction, there is no clarity on how the mechanism of buying and selling actually works. In this case there are many doubts or uncertainties in this activity, where there is a

Reviewed from the Compilation of Sharia Economic Law," *Al - Muamalat: Journal of Sharia Law and Economics* 8, no. 1 (27 June 2023): 43–59, <https://doi.org/10.32505/muamalat.v8i1.5193>.

¹⁰ Muhammad Deni Putra, "Social Media-Based On-Line Buying and Selling in an Islamic Economic Perspective," *Itizam Journal of Shari'ah Economic Research* 3, no. 1 (4 June 2019): 83–103, <https://doi.org/10.30631/iltizam.v3i1.288>.

¹¹ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia," *Peuradeun Scientific Journal* 11, no. 2 (30 May 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

¹² Chairul Fahmi and Wira Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 1 (23 July 2023): 28-39, <https://www.journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

lot of uncertainty about the goods being auctioned, who won the auction, and whether the goods are in accordance with the terms of sale and purchase, whether there are elements of fraud or not.¹³

From these problems, the author is interested in further researching the mechanism of auctioning used *branded* clothes with an auction system on *Facebook* social media. That is how the view of Sharia Economic Law on the validity of the *online* auction mechanism, namely reviewing how the contract, terms and implementation, whether it is in accordance with the views of Islamic law on buying and selling.

Research Method

In this research method, the author uses a type of qualitative research with an empirical approach to understand social problems or human problems based on the creation of holistic images formed with words, reporting the views of informants in detail, and arranged in a scientific setting.¹⁴ In this research, the author analyses the validity of used goods auction practices on *Facebook* social media to determine the elements of *gharar* and *tadlis*. Primary data obtained by the author is through interviews with sources from *online* auction account owners and consumers. Secondary data used in this study were obtained from books and sources related to the problems in this study.¹⁵

Gharar in Fiqh Muamalah

Gharar is one of the elements prohibited in buying and selling practices. *Gharar* according to the language means *al-jahālah* (uncertainty). In terms of *gharar* is a situation where one party has information about various elements of the subject and object of the contract. ¹⁶Gharar is any sale or purchase

¹³ Interview Results with Zahrina (Admin of @lelangbranded *Facebook* account) Interview via WhatsApp, on 25 June 2024.

¹⁴ Siti Hartinah and Mawardi Ismail, "Panjar-Based Leasing in an Islamic Economic Perspective," *Al Hisab: Journal of Sharia Economics* 2, no. 1 (31 December 2021): 68–76, <https://doi.org/10.59755/alhisab.v2i1.85>.

¹⁵ Jumriani Jumriani and Hizbullah Hizbullah, "Cash on Delivery (CoD) Perspective of Sharia Economics," *Journal of Environmental Economics and Sustainability* 1, no. 2 (12 February 2024): 1–17, <https://doi.org/10.47134/jees.v1i2.137>.

¹⁶ Chairul Fahmi and Syarifah Riyani, "ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT," *Wahana Akademika: Journal of Islamic and Social Studies* 11, no. 1 (2024): 89–104, <https://doi.org/10.21580/wa.v11i1.20007>.

that contains uncertainty or doubt about the commodity that is the object of the contract, the uncertainty of the consequences and the danger that threatens between profit and loss.¹⁷ *Gharar* trade is a trade that does not have certainty in the goods. This trade is risky and *mudharat*, because it encourages a person to get what he wants, while it is detrimental to the other party.¹⁸

The legal basis for *gharar* in buying and selling is based on the evidence regarding *gharar* in buying and selling that has been stated in the Qur'an and hadith. The practice of *gharar* in buying and selling is an act that contains elements of eating other people's property in an unlawful way. Allah SWT, says in Surah al-Baqarah verse 188:

وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ وَتُدْلُوا بِهَا إِلَى الْحُكَّامِ لِتَأْكُلُوا فَرِيقًا مِّنْ أَمْوَالِ النَّاسِ بِالْإِثْمِ وَأَنتُمْ تَعْلَمُونَ.

And let not some of you eat of the wealth of others among yourselves by means of unlawful means, and let not your property be brought before a judge, that you may eat of the wealth of others by way of sin, while you know (QS:Al Baqarah [2]:188).

From the above verse, the word *bi al-baṭil* means taking something from its owner in a way that is not allowed by Shariah, such as *maysir* (gambling, speculation) *gharar* and *usury*.¹⁹

In terms of content, the forms of *gharar* transactions according to Abdullah Muslih are divided into three parts, namely:

1. Buying and selling goods that do not yet exist (ma'dum)

There is no ability of the seller to deliver the object of the contract at the time of the contract, whether the object of the contract already exists or not (bai' al-ma'dum). For example, selling a foetus still in the belly of a farm

¹⁷ Abdul Azim Bin Badawi Al-Khalafi, *Al-Wajiz Encyclopaedia of Fiqh in the Quran as-Sunnah as-Sahih*, (Jakarta: Pustaka as-Sunnah, 2006), 655.

¹⁸ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Journal of Islamic Economics and Finance* 3, no. 2 (2022): 89–103, <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

¹⁹ Abdul Azim Bin Badawi Al-Khalafi, *Al-Wajiz. Encyclopaedia of Fiqh in the Qur'an As-Sunnah As-Sahih*, (Jakarta: Pustaka As-Sunnah, 2006), 655.

animal without intending to sell its mother, or selling the foetus of an unborn animal from its mother (*habal al-habalah*), except by weighing it all at once or after the foal is born (HR Abu Dawud).

2. Buying and selling goods that are not clear (*Majhul*)

Selling something that is not yet under the seller's control. If an item has not been handed over at the time of sale, then it cannot be sold to another. If something has not been received by the buyer, it is not permissible to make an agreement with others to transact or buy and sell, because the form of the goods is not yet clear, both the criteria, shape and nature.

There is no certainty about the particular nature of the object being sold. The Prophet said: "Do not trade in fruits until they are seen to be fit for consumption." (Reported by Ahmad bin Hambal, Muslim, anNasa'i, and Ibn Majah). There is no certainty about the time of delivery of the contract object. A sale and purchase that is carried out by not directly delivering the goods as the object of the contract. For example, buying and selling by delivering goods after someone's death. It appears that this kind of sale and purchase is not known with certainty when the goods will be handed over, because the time specified is not clear.

There is no certainty of the object of the contract. That is, the existence of two different contract objects in one transaction. For example, in a transaction there are two goods that differ in criteria and quality, then offered without mentioning which item will be sold as the object of the contract. The condition of the object of the contract cannot be guaranteed to match what is specified in the transaction. For example, the transaction/sale and purchase of a motorbike in a damaged condition.

3. Buying and selling goods that cannot be delivered.

There is no certainty about the type of payment or the type of object being sold. Wahbah az-Zuhaili argues that such uncertainty is one of the biggest forms of *gharar* that is prohibited. There is no certainty about the amount of the price to be paid. For example, the seller says: "I am selling you rice at the prevailing price today." The uncertainty involved in this sale is the *illat* of the prohibition against buying and selling fruits that are not yet fit for consumption.

The absence of a firm form of transaction, which is the existence of

two or more different transactions in one contract object without confirming which form of transaction is chosen at the time of the contract. Gharar is thus an element of uncertainty, speculation, or ambiguity in transactions that is prohibited in Islamic economic law. The prohibition of gharar aims to prevent injustice, exploitation, and potential losses for one of the parties to the contract. The practice of gharar can appear in the form of uncertainty of goods, uncertainty of prices, or non-transparent contracts. In Islam, legitimate transactions must be based on clarity, fairness, and the willingness of both parties to ensure that all parties understand their rights and obligations. By avoiding gharar, the Islamic economy seeks to create an ethical, stable, and mutually beneficial transaction system.²⁰

Tadlis in Fiqh Muamalah

Tadlis means fraud. tadlis in buying and selling in Islamic law is forbidden. Because tadlis is a fraud committed in a sale and purchase transaction by the seller of the goods / objects he sells to the buyer. The aspect of tadlis in buying and selling transactions is actually classified as gharar buying and selling. Where gharar buying and selling is buying and selling that contains elements of fraud and betrayal, either because of uncertainty in the object of buying and selling or uncertainty in the way it is implemented. So that the law of this kind of buying and selling is prohibited (haram).²¹

Tadlis is a transaction that contains something that is not known by one of the parties to the sale and purchase transaction. Every transaction in Islam must be based on the principle of willingness between the two parties (both *ridha*). They must have the same information so that no party feels cheated or deceived because there is a situation where one party does not know the information that is known by one other party.

The scholars' views on tadlis, Ibn Al-Arabi said that falsification (fraud) is haram according to scholarly consensus because it contradicts purity. Al-Baghawi said that fraud or cheating in buying and selling is haram as well as covering up defects and the price of goods. Ibn Hajar Al-Haitami is of the

²⁰ Wahyu Akbar et al., "Optimisation of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Al-Syir'ab Scientific Journal* 22, no. 1 (2024): 1-12, <https://journal.iain-manado.ac.id/index.php/JIS/article/view/2611>.

²¹ Amir Syarifuddin, *Outlines of Fiqh*, (Jakarta: KENCANA, 2003), cet.2, 201.

opinion that anyone who knows that the goods he is selling have defects must inform the buyer.²²

The legal basis contained in the holy Qur'an explicitly prohibits all business transactions that contain elements of fraud in all forms of parties and in transactions. As explained in the Qur'an surah Al-Mutaffifin verses 1-3, Allah SWT says:

وَيْلٌ لِّلْمُطَفِّفِينَ ۝ ۱ الَّذِينَ إِذَا اكْتَالُوا عَلَى النَّاسِ يَسْتَوْفُونَ ۝ ۲ كَالْوَهْمِ أَوْ وَزَنُوهُمْ يُخْسِرُونَ ۝ ۳

Meaning: Great is the calamity of the cheaters, those who, when they receive a measure from others, ask that it be fulfilled, and when they measure or weigh for others, they diminish. . (Q.S. Al-Mutaffifin: 1, 2, 3)

There are several elements of *tadlis* that occur in buying and selling transactions. Where *tadlis* that occurs in buying and selling can be divided into several things, namely:

Tadlis in terms of quality is fraud in the sale and purchase transaction carried out by the seller to the buyer on the quality or quality of the goods sold (saying the goods are actually of poor quality but told the buyer the goods are of good quality and high quality).

Tadlis in terms of quantity is fraud committed by the seller against the amount to be received to the buyer (fraud on the amount of goods received by the buyer is not in accordance with the agreement or the quantity of goods / objects of sale and purchase is *gharar* / uncertain).

Tadlis in terms of price is the deception of the selling price made by the seller to the buyer, in this case such as the seller not telling honestly how much the basic price and profit earned on the goods, selling goods with multiple profits / exceeding the basic price. *Tadlis* in terms of delivery time is fraud committed by the seller to the buyer over the time of delivery of goods that have been agreed upon at the beginning of the contract (delivery of goods not according to the agreed time without informing certain reasons to the buyer).

In the conventional economic system, the term *tadlis* is often interpreted

²² Chairul Fahmi, *INDONESIAN TRADE LAW* (Banda Aceh: Bandar Publishing, 2023), <https://bandarpublishing.com/hukum-dagang-indonesia/>.

as fraudulent sales. According to S.B. Marsh and J. Soulby, a fraudulent act is defined as a statement of fact conveyed by one party to a transaction (contract) to the other party before the agreement is made, with the aim of convincing the other party to accept the statement. This act has a real impact on the other party, so they tend to follow the will of the party who committed the fraud. In Islamic law, deceit and fraud are strictly prohibited, especially in investment practices. Investments that are based on fraud and deceit are declared haram.²³

So when the seller commits fraud, the action causes the wealth obtained to be haram and does not bring blessings. Ideal conditions in a market occur when sellers and buyers have balanced information about the goods being traded. If one party lacks information that the other party has, then that party will be disadvantaged, thus opening up opportunities for cheating or fraud. In the perspective of Islamic economics, this kind of practice is also prohibited because of the inequality of information between the two parties, which violates the principle of willingness or mutual agreement.

Mechanism of Implementation of Used Goods Auction on Facebook Social Media

The mechanics of second-hand auctions on *Facebook* involve a series of processes to ensure that the auction is clear and transparent through features such as groups, pages or personal accounts. Sellers start by posting a photo of the item to be auctioned, along with a brief description, starting price, and auction rules. Descriptions often include the condition of the item, but it is not uncommon for item specifications to be vague or generalised.²⁴

Bidders submit price bids through the comments section below the post. Bidding is done openly, and other participants can view previous bids. This process usually takes place over a period of time, such as a few hours or days, determined by the seller. After the auction time ends, the seller

²³ Chairul Fahmi, "PHILOSOPHICAL TRANSFORMATION IN THE APPLICATION OF ISLAMIC SYARIAT (Critical Analysis of the Implementation of Islamic Shari'at in Aceh)," *Al-Manahij: Journal of Islamic Legal Studies* 6, no. 2 (2012): 167-76.

²⁴ Results of Interview with Ikhwanudin (Admin of facebook account @ikhwanudin), Interview via WhatsApp, on 8 December 2024

announces the winner based on the highest bid.²⁵

Used item auctions on *Facebook* have become one of the most popular forms of *online* transactions, given the ease of access and wide reach offered by this social media platform. The mechanism of auctions on *Facebook* usually involves several steps that both the seller and the buyer must understand in order for the transaction to run smoothly and legally. While these transactions are very flexible, there are some aspects that need to be considered to ensure that the auction is legitimate and does not harm any party.²⁶

The first step in the mechanism of a second-hand item auction on *Facebook* is the creation of an auction post by the seller. Usually, the seller will upload a photo or video of the item to be auctioned along with a description that includes the condition of the item, starting price, and auction deadline. The seller can also set certain conditions such as the minimum price (*reserve price*), payment terms, and delivery method. In this case, clarity of information is very important, because the seller is obliged to provide an accurate description of the goods to be auctioned, including any defects or damage, to avoid the element of *gharar* (uncertainty) which can harm the buyer.²⁷

Once an auction post has been created, potential buyers can start *bidding* in the comments section of the post. This bidding process will last until the time limit set by the seller. Any incoming bid that is higher than the previous bid is considered a new bid and will be referred to for the highest price at the end of the auction. During this process, the seller may choose to amend the terms or provide further clarification if there are any questions regarding the item being auctioned. To ensure a smooth transaction, it is highly recommended that sellers maintain clear communication with bidders, as well as provide transparent information regarding the status of the items being auctioned.²⁸

²⁵ Results of Interview with Ikhwanudin (Admin of facebook account @ikhwanudin), Interview via WhatsApp, on 8 December 2024

²⁵ Results of Interview with Ikhwanudin (Admin of facebook account @ikhwanudin), Interview via WhatsApp, on 9 December 2024

²⁶ Chairul Fahmi, "Revitalising the Implementation of Sharia Law in Aceh (A Study of Law No.11 Year 2006)," *TSAQAFAH* 8, no. 2 (30 November 2012): 295–310, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

²⁸ Interview Results with Saipul Anwar (Admin of facebook account @SaipulAnwar), Interview Via WhatsApp, on 13 December 2024

At the end of the auction period, the buyer who offers the highest price will be the winner of the auction. The next process is for the seller to confirm the winner and provide information on how to pay and deliver the goods. Once payment is received, the item will be dispatched according to the agreement made earlier. In this case, the transaction is considered valid if both parties comply with the agreed terms and conditions, and neither party feels disadvantaged or cheated. Honesty is essential at every stage of the transaction, as the buyer must receive the goods according to the conditions described by the seller, and the seller must deliver the goods on time.²⁹

The auction system on Facebook often finds irregularities that are detrimental to prospective buyers. When the buyer wins the auction, he sometimes finds items that do not match what is displayed by the auctioneer, one of which is very detrimental is the initial agreement made by the auctioneer with the system not being able to return the goods that have been received by the winner, there are so many irregularities that occur in the online auction system such as the emergence of other buyer accounts participating in the auction by bidding prices that are too high to exceed the price of the goods displayed in the online auction so that it often makes other buyers lose bids in the auction.³⁰

However, while the mechanics of auctions on *Facebook* may seem simple, there are some potential problems that can arise. One problem that often occurs is *tadlis* (fraud), where the seller hides defects or the condition of the actual item does not match what is described in the auction post. This can cause buyers to feel disadvantaged after receiving goods that are not in accordance with expectations. For this reason, both parties must always maintain the principles of honesty and transparency. In addition, clarity in payment and delivery arrangements must also be considered so as not to cause disputes after the auction is over.

Overall, used goods auctions on *Facebook* can run well if both parties understand the mechanism, provide clear information, and maintain integrity in the transaction. For the auction to be valid according to Islamic law, the seller and buyer must avoid the elements of *gharar* and *tadlis*, and ensure that

²⁹ Results of Interview with Ikhwanudin (Admin of @SaipulAnwar facebook account), Interview via WhatsApp, on 13 December 2024

³⁰ Interview Results with Zahrina (Admin of facebook account @Zahrina), Interview via WhatsApp, on 25 June 2024

the transaction is carried out on the basis of honesty and without coercion.³¹

However, in practice, there are often problems such as irresponsible participants (*bid and run*), who submit the highest bid but then do not complete the transaction. There are also allegations of price manipulation by sellers using fake accounts to increase bids. This mechanism is often not accompanied by transparency regarding the specifications of the goods, giving rise to the element of uncertainty (*gharar*).

While flexible and reaching many potential buyers, this auction mechanism requires clarity of rules and transparency to avoid unfairness and violations of buying and selling ethics.³²

Analysis of Validity in the Perspective of Law

The validity of a transaction in Islamic law is highly dependent on the fulfilment of the established pillars and conditions. Islamic law emphasises the importance of fairness, transparency and honesty in every transaction, including buying and selling. In this context, the validity of the transaction involves several important elements such as the pillars of the transaction, the clarity of the object of the transaction, the agreement on the price, and the free will of both parties to the contract. If one of these elements is not fulfilled, then the transaction can be considered void or invalid according to sharia principles.³³

The pillars of transactions in Islamic law consist of several main elements: the existence of contracting parties (sellers and buyers), objects that are clear and known by both parties, agreed prices, and *ijab* and *kabul*. *Ijab* is an offer or proposal from one party, while *kabul* is an acceptance or agreement from the other party. These two elements must be done consciously, free from coercion, and in a state of mental health. In this regard, Islamic law emphasises the importance of clear and unambiguous

³¹ Chairul Fahmi and Wira Afrina, "Analysis of Legal Aspects on Debt Transfer from Conventional Bank to Sharia Bank Post the Application of Qanun Aceh No. 11 Of 2018," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 1 (2023): 28-39, <http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

³² Interview Results with Deki Ahmad (Admin facebook account @DekiAhmad), Interview Via WhatsApp, on 8 December 2024

³³ Risnawati, Muhammad Wahyuddin Abdullah, and Saiful, "Analysis of the Position of the Flip Application as a Transfer Transaction Media Funds; Akad Wakalah Review," *Madinah: Journal of Islamic Studies* 10, no. 2 (10 December 2023): 170–80, <https://doi.org/10.58518/madinah.v10i2.1683>.

communication so that the contract is valid and legitimate.³⁴

In addition to the pillars, the conditions for the validity of a transaction in Islamic law include several important things. One of them is the clarity of the goods being traded. The goods being traded must be clear in nature and condition, and known by both parties. For example, if someone sells used goods, then the seller must provide clear information about the condition of the goods, whether there are defects or shortcomings. This is to avoid any ambiguity or *gharar* (uncertainty), which could harm one of the parties. In this context, transactions that contain *gharar* are not valid because uncertainty can cause harm or injustice.³⁵

In addition, the agreed price must also be clear and known by both parties. In Islamic law, the price must not be ambiguous, and each party must know the price to be paid or received in the transaction. The seller may not charge a price that is unreasonable or unknown to the buyer, as in the practice of fraud or price manipulation. This is in line with Islamic teachings that require honesty in transactions, as found in the hadith of the Prophet Muhammad SAW: "It may be that one of you gets something better in a fairer way." (HR. Bukhari). Therefore, transactions that involve price manipulation or fraud are called *tadlis* and can invalidate the validity of the transaction.³⁶

Islamic law also teaches the importance of freedom in transactions. Both parties must give their consent voluntarily without any coercion. If either party is forced or coerced into the transaction, then the transaction is considered invalid. This is to protect the rights of individuals and ensure that every transaction is done in good faith. In addition, the transaction must be carried out with full responsibility, and both parties must fulfil their obligations after the contract has taken place. The buyer is obliged to pay the agreed price of the goods, while the seller is obliged to deliver the goods as promised.³⁷

³⁴ Risnawati, Muhammad Wahyuddin Abdullah, and Saiful.

³⁵ Wasilatur Rohmaniyah and Anas, "The Application of Sale and Purchase Agreements in Modern Stores in the View of Sharia Economic Law (Case Study on Mandangin Island, Sampang Regency)," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 3, no. 1 (9 July 2021): 81–95, <https://doi.org/10.19105/alhuquq.v3i1.3106>.

³⁶ Rohmaniyah and Anas.

³⁷ Kurniasih Setyagustina, M. Joni, Abdul Kholik, and Winahyu Dwi Suhitasari, "The Effect of Discounts, Free Shipping and COD Systems on Online Shopping Interest in the Shopee Application in an Islamic Economic Perspective," *Journal of Economina* 1, no. 3 (2022): 1-20,

In the perspective of Islamic law, buying and selling, including auctions (*bai' muzayyadah*), must fulfil the established pillars and conditions to be considered valid. The pillars of buying and selling include the existence of the contracting parties (seller and buyer), the object of the transaction (goods), the price, and *ijab* and *kabul*. The conditions that must be met are that the goods must be clear in nature, the price must be known, and the transaction is carried out on the basis of honesty and without coercion.³⁸

In the context of second-hand goods auctions on *Facebook*, their validity can be analysed from several aspects:

1. Element of *Gharar*

Gharar refers to vagueness or uncertainty in a transaction that can harm one of the parties. In *online* auctions, *gharar* often arises when the specifications of the goods being auctioned are unclear, such as the actual condition of used *branded* goods that are only shown through photos without detailed explanations. For example, someone buys a *branded* jacket that turns out to have a hidden defect, but the defect is not mentioned in the auction description. This can lead to losses for the buyer.³⁹

Allah Almighty says:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ بِكُمْ رَحِيمًا

"O you who believe, do not eat from one another's wealth by unlawful means, except by way of a mutually acceptable trade between you."

(QS. An-Nisa: 29)

2. Elements of *Tadlis*

Tadlis is fraud committed by concealing defects in goods or providing information that is not in accordance with reality. In *online* auctions, this practice can occur if the seller uses photos of the item that do not match the actual item or if the owner of the item manipulates the price with fake accounts to create false competition. For example, a seller deliberately

<https://doi.org/10.3769/journaleconomina.v1i3.756>.

³⁸ Sumarni, Saiful Mukhlis, and Wahid Haddade, "The Practice of Buying and Selling Piles (Jizaf) in Realising the Concept of Islamic Business Justice," *Bustanul Fuqaha: Journal of Islamic Law* 4, no. 1 (2023): 113–33, <https://doi.org/10.36701/bustanul.v4i1.892>.

³⁹ A. Muh Syaifuddin, Ruslang Ruslang, Hasriani Hasriani, and Supriadi Muslimin, "Islamic Economic Perspective on Shopee Paylater Transactions," *Al-Azhar Journal of Islamic Economics* 4, no. 2 (2022): 109–20, <https://doi.org/10.37146/ajie.v4i2.176>.

increases the price through another account so that other buyers feel compelled to offer a higher price.⁴⁰

Akad in Auction

In *online* auctions, *ijab kabul* occurs indirectly through price bidding in the comments section. However, if the seller or buyer ignores the agreement, for example the highest buyer does not proceed with the payment (*bid and run*), then the contract becomes invalid because it violates the principles of honesty and responsibility in Islam.⁴¹

In this case, Allah SWT also commands to fulfil the contract as He says:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

"O you who believe, fulfil those contracts."

(QS. Al-Ma'idah: 1)

To ensure legitimacy, auctions must be conducted with transparency, clarity of goods, and honest intentions from both parties according to Islamic values, as explained in the Prophet's hadith: "Whoever cheats, then he is not among me." (HR. Muslim).⁴²

Thus, in the perspective of Islamic law, the auction of used goods on *Facebook* can be considered valid if it fulfils the pillars and conditions of buying and selling, such as clarity of goods, prices, and an honest agreement between the parties to the contract. However, if there are elements of *gharar* (uncertainty) or *tadlis* (deception) in the auction process, then its validity becomes doubtful or void because it violates the principles of justice and transparency in Islam.⁴³

Therefore, every auctioneer, both sellers and buyers, must carry out

⁴⁰ Agus Tohawi et al., "Digital Business Rhythm: Dynamics of Online Transactions of Jesika Shop Kebonagung in the Context of Islamic Economics," *Journal on Education* 6, no. 1 (2023): 10–30, <https://doi.org/10.14743/joe.v6i1.2396>.

⁴¹ Agung Taufik Wahyuda et al., "Islamic Law Perspective on Fund Transfer Administration Fee through BSI Mobile," *El-Mujtama: Journal of Community Service* 4, no. 2 (2024): 613–20, <https://doi.org/10.47467/elmutjama.v4i2.966>.

⁴² Muhammad Yunus, Fahmi Fatwa Rosyadi Satria Hamdani, and Gusti Khairina Shofia, "Review of Muamalah Jurisprudence on the Sale and Purchase Agreement in Online Transactions on the Go-Food Application," *Amwaluna: Journal of Islamic Economics and Finance* 2, no. 1 (2023): 135–46, <https://doi.org/10.29313/amwaluna.v2i1.3363>.

⁴³ Ahmad Ghazi Zhafirin, Zaini Abdul Malik, and Yayat Rahmat Hidayat, "A Review of Muamalah Principles in Buying and Selling Transactions in the Tokopedia Marketplace," *Journal of Islamic Banking Research* 2, no. 1 (July 2023): 1–8, <https://doi.org/10.29313/jrps.v2i1.1806>.

transactions in accordance with sharia values, as instructed in the words of Allah SWT and the traditions of the Prophet Muhammad SAW. This is important to maintain the blessing of the transaction and protect the rights of all parties involved.⁴⁴

Analysis of the Validity of Used Goods Auction Practices on *Facebook* Social Media: The Existence of *Gharar* and *Tadlis* Elements

In Islamic law, buying and selling including auctions must fulfil the legal pillars and conditions. The pillars include the parties to the contract, the object of goods, the price, and Ijab Kabul. In addition, the main condition of buying and selling is clarity in the object of the transaction and the agreed price without elements of fraud or manipulation.⁴⁵

In the practice of used goods auctions on *Facebook* social media, the presence of elements of *gharar* (uncertainty) and *tadlis* (fraud) is often a problem. *Gharar* arises when the specifications of the goods are not clear, for example, only photos of the goods are uploaded without a complete explanation of the condition, size, or defects. This lack of clarity can be detrimental to the buyer if the goods received are not as expected. For example, a buyer who wins an auction of *branded* clothing may receive an item that has hidden defects that were not informed beforehand.⁴⁶

The practice of auctioning used goods on social media such as *Facebook* is increasingly popular as an alternative to buying and selling goods. Although the ease of access and flexibility in transactions are attractive, from the perspective of Islamic law, the validity of this used goods auction needs to be further analysed, especially related to the elements of *gharar* (uncertainty) and *tadlis* (fraud) that can invalidate the transaction.⁴⁷

One element that needs to be considered in second-hand auctions is *gharar*, which refers to uncertainty in the transaction. In the context of second-hand auctions on *Facebook*, uncertainty can arise when the description of the item being sold is incomplete or inaccurate. For example, a seller may upload a photo of an item without including information regarding the item's

⁴⁴ Ahmad, Ali. *Sharia Economics and the Principles of Blessing in Transactions*. (Bandung: Islamic Library, 2021), 45.

⁴⁵ Sulaiman, Zainal. "Islamic Financial Principles in Auctions and Economic Transactions." *Journal of Economics and Sharia Law* 3, no. 2 (2020): 112-23.

⁴⁶ Padu, N. (2021). *The Collateral Auction System According to Imam Syafi'i and Its Relevance to Pinrang Sharia Pawnshop* (Doctoral dissertation, IAIN Parepare).

⁴⁷ Hasan, Mahmud. "The Importance of Complying with Sharia in the Auction Process." *Journal of Islamic Economics and Law* 5, no. 1 (2019): 48-59.

condition in detail, such as hidden damage or the age of the item. This can lead to buyers not knowing exactly what they will receive, potentially leading to losses. In Islamic law, transactions that contain *gharar* are considered invalid because they can harm one of the parties involved. Buyers have the right to know the condition of the goods clearly in order to make an informed decision. Therefore, transparency in describing the condition of goods is very important to avoid the element of *gharar*.⁴⁸

The second element to watch out for in the practice of used goods auctions on *Facebook* is *tadlis*, which is fraud or manipulation of information by one of the parties. In online auctions, *tadlis* can occur when sellers manipulate photos of items, for example by uploading pictures of items that are in better condition than the actual item. The seller can also hide defects or damage to the item so that the buyer does not know about it. In addition, price manipulation can also occur if sellers use fake accounts to increase auction prices by offering higher prices, so that buyers feel encouraged to bid more. The practice of *tadlis* is clearly contrary to the principles of Islamic law which prioritise honesty in transactions. In the hadith of the Prophet Muhammad, it is stated: "Whoever cheats, then he is not among me." (HR. Muslim), which confirms that deception in buying and selling is not justified in Islam.⁴⁹

In Islamic law, the validity of an auction transaction depends not only on the existence of a price agreement between the seller and the buyer, but also on basic principles such as honesty, openness, and clarity in the transaction. If either party does not fulfil these principles, the transaction may be considered void. Therefore, in used goods auctions on *Facebook*, both sellers and buyers must ensure that the information submitted is accurate and honest, and there is no manipulation of the price or condition of the goods that can harm one party.⁵⁰

To maintain the validity of second-hand goods auction transactions according to Islamic law, it is important to ensure that the auction is conducted in a transparent, clear and honest manner. The seller must provide

⁴⁸ Fatima, Hidayah. *Fiqh Muamalah and Business Ethics in Islam*. (Yogyakarta: Al-Muhajir, 2022), 98.

⁴⁹ Rashid, Muhammad. "Managing Auction Transactions in the Perspective of Islamic Law." *Journal of Islamic Economic Law* 7, no. 4 (2021): 201-12.

⁵⁰ Al-Bukhari, Sahih. "Hadith on the Blessing of Business and Auctions." In *Sunan Al-Bukhari*, edited by Sulaiman bin Abdulaziz, 345-46. (Medina: Dar Al-Tawhid, 2018).

complete information regarding the condition of the item, including any defects or damage that may exist, and the price offered must be in accordance with the value of the item without any element of deception. Thus, used goods auctions can take place in accordance with the principles of Islamic law and provide fair benefits to both parties.⁵¹

In addition, the element of *tadlis* often occurs in the form of price manipulation by the seller. Sellers may use fake accounts to inflate auction prices to make other participants feel compelled to bid higher. This practice not only violates the principle of honesty in Islam but also incurs losses for honest buyers.⁵²

The validity of this *online* auction is highly dependent on the transparency of information on the goods, the honesty of the contracting parties, and compliance with the terms of sale and purchase that have been stipulated in Islamic law. Uncertainty (*gharar*) and deception (*tadlis*) must be avoided because they can invalidate the sale and purchase contract in accordance with sharia principles, as emphasised in the Prophet's hadith: "Whoever cheats, then he is not from my group." (HR. Muslim).⁵³

Conclusions

The practice of auctioning used goods on *Facebook* social media has the potential to be an effective and efficient alternative to buying and selling, especially in reaching a wider market. However, in the perspective of Islamic law, the validity of this auction depends on the fulfilment of the pillars and conditions of buying and selling, especially the clarity of the transaction object, price, and honesty in implementation.

The existence of elements of *gharar* (uncertainty) and *tadlis* (fraud) is a major challenge in this *online* auction mechanism. *Gharar* often occurs due to the lack of information about goods, such as the actual condition, size, and defects of goods that are not clearly disclosed. Meanwhile, *tadlis* often appears in the form of price manipulation by sellers or irresponsible parties, such as the use of fake accounts to increase prices unreasonably.

⁵¹ Nur, Asyraf. "Islamic Perspective on Auctions: Sharia Compliance in Business Transactions." *Journal of Sharia Economics* 4, no. 3 (2022): 89-105.

⁵² Shadr, M. B. A. *The Master Book of Islamic Economics*. (Surabaya: Ahlulbait Production, 2022). Pp. 71-72

⁵³ Ali, Mustofa. *Shari'ah Principles in Auctions and Sale and Purchase Transactions*. (Jakarta: Al-Falah, 2020), 200.

To ensure the legitimacy of this auction in accordance with Islamic law, it is important for the seller to provide complete, transparent and honest information regarding the item being auctioned. Bidders must also act with honest and responsible intentions. Shariah principles such as fairness, honesty, and openness must be the foundation of every auction transaction in order to avoid practices that harm one party. By avoiding *gharar* and *tadlis*, used goods auctions on social media can be conducted legally and in accordance with Islamic values, thus creating fair and blessed transactions for all parties involved.

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