

An Analysis of *Khiyar* Rights in DSN-MUI Fatwa No. 146/DSN-MUI/XII on E-Commerce from an Islamic Jurisprudence Perspective

Moh. Mardi¹

mohmardi17@gmail.com

Abstract: This study examines the application of *khiyar* rights, specifically as outlined in DSN-MUI Fatwa No. 146/DSN-MUI/XII, on e-commerce transactions from the perspective of Islamic jurisprudence. Consumer dissatisfaction and ethical challenges have emerged as modern digital transactions through online shops become more prevalent. These concerns underline the necessity for a Sharia-compliant framework to safeguard buyers and sellers. Utilizing a qualitative descriptive approach and content analysis, this research delves into primary sources such as the Qur'an, hadith, and the fatwa, supplemented by secondary literature, including journals and scholarly works. The analysis focuses on three types of *khiyar* – *khiyar majlis*, *khiyar syarat*, and *khiyar aib* – contrasting their treatment in the four major Islamic schools of thought: Syafi'iyah, Hanabilah, Hanafiyah, and Malikiyah. Findings reveal that DSN-MUI Fatwa No. 146 aligns closely with the Syafi'iyah and Hanabilah perspectives by validating *khiyar majlis* and *khiyar aib* within the digital context, while still leaving *khiyar syarat* underexplored. The study underscores the importance of expanding the fatwa to provide a comprehensive framework for all forms of *khiyar*, addressing procedural specifics for online transactions. This research contributes to the discourse on integrating traditional Islamic legal principles into contemporary economic practices, fostering fairness and adherence to Sharia in digital marketplaces. Further efforts by DSN-MUI are recommended to enhance clarity and implementation standards for *khiyar* rights in e-commerce.

Keywords: *Khiyar* rights, DSN-MUI Fatwa No. 146, e-commerce, fiqh muamalah, Islamic jurisprudence.

Abstrak: Penelitian ini mengkaji penerapan hak *khiyar*, khususnya yang tercantum dalam Fatwa DSN-MUI No. 146/DSN-MUI/XII tentang transaksi e-commerce, dalam perspektif fikih Islam. Seiring dengan semakin maraknya transaksi digital melalui toko online, isu-isu seperti ketidakpuasan konsumen dan tantangan etika pun bermunculan. Kekhawatiran ini menggarisbawahi perlunya kerangka kerja yang sesuai dengan Syariah untuk melindungi pembeli dan penjual. Dengan menggunakan pendekatan deskriptif kualitatif dan analisis isi, penelitian ini menggali sumber-sumber primer seperti Al-Qur'an, hadis, dan fatwa itu sendiri, dilengkapi dengan literatur sekunder termasuk jurnal dan karya-karya ilmiah. Analisis difokuskan pada tiga jenis *khiyar* - *khiyar majlis*, *khiyar syarat*, dan *khiyar aib* - dengan membandingkan perlakuan mereka dalam empat mazhab utama Islam: Syafi'iyah, Hanabilah, Hanafiyah, dan Malikiyah. Temuan menunjukkan bahwa Fatwa DSN-MUI No. 146 selaras dengan perspektif Syafi'iyah dan Hanabilah dengan mengesahkan *khiyar majelis* dan *khiyar aib*

¹ STAI Syaichona Moh. Cholil Bangkalan

dalam konteks digital, namun masih menyisakan khiyar syarat yang belum dieksplorasi. Penelitian ini menggarisbawahi pentingnya memperluas fatwa untuk memberikan kerangka kerja yang komprehensif untuk semua bentuk khiyar, yang membahas secara spesifik prosedural untuk transaksi online. Penelitian ini berkontribusi pada wacana untuk mengintegrasikan prinsip-prinsip hukum Islam tradisional ke dalam praktik ekonomi kontemporer, mendorong keadilan dan kepatuhan terhadap Syariah di pasar digital. Upaya lebih lanjut oleh DSN-MUI direkomendasikan untuk meningkatkan kejelasan dan standar implementasi hak khiyar dalam e-commerce.

Kata Kunci: *Khiyar rights, DSN-MUI Fatwa No. 146, e-commerce, fiqh muamalah, Islamic jurisprudence.*

Introduction

Islamic teachings often focus only on ritual worship, such as prayer, fasting, zakat, and hajj. However, Islam is a comprehensive religion covering all aspects of life, including economics. In the Qur'an, Surah Al-Maidah verse 3, Allah states that He has perfected the religion of Islam as a comprehensive guide to human life (Itang, 2015). Therefore, Muslims are expected to apply the teachings of this religion not only in worship but also in economic activities that are in accordance with Sharia principles.

Fiqh muamalah, which forms the basis of Islamic economics, guides business and financial activities. These Islamic texts governing business remain relevant in every time and place (Fuaidi, 2015). The development of modern technology has transformed buying and selling practices from traditional to digital through platforms such as marketplaces, e-commerce, and online shops. This transformation facilitates transactions by erasing geographical and time boundaries and poses ethical challenges (Rosana, 2015; Bathni et al., 2021).

Buying and selling is a fundamental economic activity, carried out by individuals and organizations without nominal or location limits (Nurjaman et al., 2021). The presence of online shops makes transactions no longer involve direct interaction between sellers and buyers. However, this practice often needs to pay more attention to consumer satisfaction. Many goods sent must match the description or have defects,

causing consumer disappointment. In some cases, the right of khiyar-the right to continue or cancel the transaction- is not given to consumers.

These issues show the importance of the Indonesian Ulema Council (MUI) 's role in issuing fatwas as guidance. Since its establishment in 1975, MUI has contributed greatly to issuing fatwas, including those related to muamalah, through the National Sharia Council (DSN). The DSN-MUI is tasked with issuing fatwas related to Islamic economic activities, which guide the community to apply muamalah fiqh in business activities (Nurcholis, 2020; Nafis, 2011).

DSN-MUI Fatwa No. 146 of 2021 on online shops based on sharia principles includes khiyar rights as one of its aspects. This fatwa is essential to address the complexity of issues in digital transactions, primarily to protect consumers. However, the discussion of khiyar rights in the fatwa is still partial and refers to other rules. In muamalah fiqh, khiyar rights are usually discussed in detail after buying and selling (Mulyati, 2019).

This study aims to analyze the khiyar rights in DSN-MUI Fatwa No. 146 from the perspective of fiqh muamalah by focusing on the views of the four madhhabs, especially Syafi'iyah, which is the majority in Indonesia. This study aims to provide a deeper and more applicable understanding of the concept of khiyar rights in the digital era.

Research method

This research uses a descriptive qualitative approach to content analysis, which is suitable for understanding and analyzing the concept of khiyar rights from the perspective of fiqh muamalah madzhab al-Arba'ah and its application in Fatwa DSN-MUI No. 146/DSN-MUI/XII concerning online shops. Data is collected in words or sentences, not statistical numbers, requiring in-depth and objective analysis without manipulation (Andi Triayawan, 2021). This descriptive content analysis research allows researchers to explore in-depth information, including implementing khiyar rights in e-commerce (Abadi, 2020).

Subjek, The subject of this research is DSN-MUI Fatwa No. 146 on online shops, which is the main document because it includes the concept of khimar rights. This subject was chosen because of its relevance to modern transaction habits that often ignore consumer rights (Abubakar, 2021).

While the object is the focus of research on the concept of khiyar rights from the perspective of fiqh muamalah madzhab al-Arba'ah, which needs to be explained in detail in the DSN-MUI Fatwa, this object was chosen because it is relevant to the dynamics of Islamic economic law today (Jajuli, 2020).

While the types and sources of data are primary data, namely Fatwa DSN-MUI No. 146, Al-Qur'an, hadith, salaf books, and online shop activities as the main data (Jajuli, 2020).

Then secondary data: Supporting literature such as journals, books, theses, dissertations, and articles related to the concept of khiyar rights in muamalah fiqh, both classical and contemporary (Jajuli, 2020).

This study uses a triangulation data collection technique to combine various data collection techniques, The first of which is observation: Researchers act as consumers to observe the application of khiyar rights in the real practice of online transactions (Abadi, 2020). The main focus of observation includes the agreement process of khiyar rights and the forms of khiyar applied by sellers and buyers. The second is a literature study: Researchers reviewed literature sources, including MUI Fatwa documents, fiqh books, journals, and relevant books (Jajuli, 2020).

While the data analysis technique follows the Miles and Huberman interactive analysis model, the stages of data analysis include:

1. Data Collection: Data is stored systematically through observation and literature study (Abadi, 2020).
2. Data Condensation: Data is summarized, selected, and simplified to focus on relevant information.
3. Data Display: Information is organized in a narrative that systematically explains the findings.

4. Conclusion Drawing/Verifying: Findings are formulated based on analysis that answers the formulation of research problems.

Validity testing is done through:

1. Source Triangulation involves comparing data from various kinds of literature, such as classical books and modern journals, to validate information (Jajuli, 2020).
2. Theoretical Triangulation: Testing data based on khiyar theories from the four madhhabs of fiqh to ensure accuracy and relevance (Abadi, 2020).
3. Continuous Observation: Researchers conducted continuous in-depth observations to increase the validity of the findings (Abadi, 2020).

Results and Discussion

Definition of Khiyar in Fiqh Muamalah

Khiyar refers to the right to choose between proceeding with or cancelling a sales contract. Islamic jurisprudence protects the parties involved, ensuring fair trade and reducing the likelihood of regret or dissatisfaction regarding the quality or authenticity of goods.

Types of Khiyar in Fiqh

1. **Khiyar Majlis:** This right allows buyers and sellers to cancel or continue with the contract if they remain in the same meeting place or venue. The Syafi'iyah and Hanabilah schools recognize khiyar majlis as an automatic right without any conditions, whereas the Hanafiyah and Malikiyah schools only acknowledge it under specific conditions.

Syafi'iyah Perspective: Recognizes khiyar majlis as an automatic right that applies as long as both parties are in the place of contract. Cancellation remains valid if either party opts to cancel while still at the location of the agreement.

Hanabilah Perspective: It also considers khiyar majlis an automatic right, and stipulations cannot be waived in the contract. This right remains in effect as long as both parties are present at the contract's location.

Hanafiyah Perspective: Acknowledges khiyar majlis only if explicitly stated at the time of the contract. The contract is binding without this stipulation, and no automatic right of khiyar is assumed.

Malikiyah Perspective: Does not recognize the existence of khiyar majlis. For the Malikiyah school, once a contract is completed, it is binding and cannot be cancelled based on the principle of khiyar majlis.

2. **Khiyar Syarat:** This type of khimar grants one or both parties in the contract the right to include a khimar clause, allowing them to reconsider their decision. All four major schools agree on the validity of khimar syarat, although they differ in its application.
 - a. **Hanafiyah Perspective:** Limits the period of khiyar syarat to three days, beyond which the contract is considered defective.
 - b. **Malikiyah Perspective:** The duration of khiyar syarat depends on the type of goods. Immovable goods (such as land) are granted longer than movable goods.
 - c. **Syafi'iyah Perspective:** Restricts the period for khiyar syarat to a maximum of three days, no more.
 - d. **Hanabilah Perspective:** Imposes no specific time limit for khiyar syarat, provided both parties agree on the duration.
3. **Khiyar Aib:** This type of khiyar applies if the purchased item has significant defects. The buyer has the right to return the defective goods under specific conditions, such as discovering the defect before the transfer of ownership.
 - a. **Hanafiyah Perspective:** Allows khiyar aib if a defect is found before the contract is finalized or the goods are received.
 - b. **Malikiyah Perspective:** If a defect reduces the value or purpose of the goods, the buyer can return the goods within a specified time (usually two days).
 - c. **Syafi'iyah Perspective:** Requires the buyer to exercise the right of khiyar aib immediately upon discovering the defect; otherwise, this right is considered void.
 - d. **Hanabilah Perspective:** This does not mandate an immediate return, but the right to return becomes void if the buyer demonstrates acceptance of the defect.

Application of Khiyar in Online Sales Based on DSN-MUI Fatwa No. 146

Khiyar Majlis in Online Transactions: The DSN-MUI states that khiyar majlis applies to online transactions by expanding the definition of majlis, covering not only physical locations but also the timeframe of communication. In this context, khiyar majlis remains valid as long as the online communication regarding the transaction (e.g., during a chat session) is ongoing. The right expires when the conversation shifts away from the transaction.

DSN-MUI's emphasis on khiyar majlis aligns with the Syafi'iyah and Hanabilah views, which acknowledge khiyar majlis without additional conditions.

Khiyar Aib in Online Transactions: DSN-MUI specifies that khiyar aib applies if the purchased goods are defective or do not meet the buyer's expectations. This provision allows buyers to return goods that do not match the advertised description. However, the explanation of khiyar aib within this fatwa remains somewhat limited, warranting further guidance on practical return procedures and the criteria for recognized defects.

Comparative Analysis of the Four Schools in the Context of Khiyar Majlis, Khiyar Syarat, and Khiyar Aib

- The four schools differ in their interpretations of khiyar within contracts. The Syafi'iyah and Hanabilah schools generally have a more permissive approach to khiyar across various types of transactions, while the Hanafiyah and Malikiyah schools restrict khiyar to specific conditions or exclude it from certain contracts.
- For khiyar syarat, Hanabilah allows a flexible timeframe, while Hanafiyah strictly limits it to three days. Khiyar aib, while recognized by all schools, varies in specific requirements. Syafi'iyah mandates an immediate return upon discovering a defect, whereas Hanabilah permits delays, provided the buyer does not show acceptance of the defect.

Key Conclusions from the Analysis of Khiyar in Fiqh and DSN-MUI Fatwa

- The DSN-MUI Fatwa No. 146 supports the principles of khiyar majlis and khiyar aib in online sales, adjusting them to suit the digital transaction environment prevalent in Indonesia today. The fatwa acknowledges the right to cancel (khiyar majlis) during an online communication session and the buyer's right to return defective goods (khiyar aib).
- Nevertheless, the DSN-MUI fatwa must explicitly include guidelines for khiyar syarat in online transactions and provide a comprehensive framework for khiyar aib, especially regarding practical procedures that consumers and sellers can follow. Therefore, DSN-MUI is encouraged to develop additional guidance to ensure that Sharia-compliant economic practices are well-structured and clear in the digital era.

Recommendations for DSN-MUI and the Community

- Recommendations for DSN-MUI: DSN-MUI is encouraged to issue a dedicated fatwa detailing all aspects of khiyar, including practical rules for online transactions and procedures for khiyar aib. Such a fatwa would provide more robust guidance for Sharia-compliant economic practices.
- Recommendations for the Community: The community must understand and apply the DSN-MUI fatwa regarding khiyar in online transactions. This approach will help reduce potential conflicts between sellers and buyers, fostering a safer and fairer digital business ecosystem.

Table 1 summary of the key points in a table format for easy reference:

| Aspect | Definition and Application | School of Thought (Mazhab) Perspective |
|----------------------|--|--|
| Khiyar Majlis | Right to cancel or continue with the contract as long as both parties remain in the same venue (physical or digital in online transactions). It ends when parties leave the venue or switch topics in online chat. | <ul style="list-style-type: none"> - Syafi'iyah: Automatic right without conditions, valid until both parties leave the venue. - Hanabilah: Same as Syafi'iyah; valid unless waived before contract completion. - Hanafiyah: Only valid if stipulated in the contract. - Malikiyah: Does not recognize khiyar majlis; a completed contract is binding. |
| Khiyar Syarat | The right is based on an agreed-upon condition allowing parties to reconsider the contract for a specific time. | <ul style="list-style-type: none"> - Hanafiyah: Limited to three days; otherwise, the contract is invalid. - Malikiyah: Duration depends on the item's nature (e.g., longer for land than for movable goods). - Syafi'iyah: Maximum of three days. - Hanabilah: No specific time limit, provided it is clear and mutually agreed upon. |
| Khiyar Aib | Right to cancel or return the goods if they are found defective. This applies if a defect affects the item's value or purpose. | <ul style="list-style-type: none"> - Hanafiyah: Allows khiyar aib if the defect is discovered before completion or handover. - Malikiyah: Right to return if the defect is found within two days. |

| Aspect | Definition and Application | School of Thought (Mazhab) Perspective |
|-----------------------------|--|--|
| | | <ul style="list-style-type: none"> - Syafi'iyah: Must return immediately upon finding the defect, or the right is forfeited. - Hanabilah: No immediate return is required, but the right is voided if acceptance of the defect is demonstrated. |
| DSN-MUI Online Sales | <p>DSN-MUI fatwa adjusts khiyar principles for digital transactions. Khiyar Majlis applies in online chats, ending when the conversation shifts. Khiyar aib allows defect returns.</p> | <ul style="list-style-type: none"> - Aligns with Syafi'iyah and Hanabilah on khiyar majlis, recognizing it as valid in online sessions. - Allows khiyar aib for defective goods in online sales but lacks detailed guidance on the practical application and duration for returns. |
| Recommendations | <p>Suggestions for DSN-MUI and community practices.</p> | <ul style="list-style-type: none"> - For DSN-MUI: Issue a more comprehensive fatwa on khiyar specifically for online transactions. - For Community: Understanding and applying the fatwa promotes a fair and safe e-commerce environment and reduces conflicts between sellers and buyers. |

The table highlights how the concept of khiyar has evolved from classical interpretations to applications in digital commerce through DSN-MUI's fatwa. Each mazhab's stance reflects unique priorities, such as ensuring fair trade (Syafi'iyah and Hanabilah's flexible approach), enforcing contract stability (Hanafiyah and Malikiyah), or distinguishing between goods (Malikiyah on khiyar syarat). The DSN-MUI's adaptation of khiyar principles in online contexts illustrates the flexibility of Islamic jurisprudence. However, further clarification on khiyar aib and syarat in online sales would enhance consumer protection and set standardized practices.

Conclusion

Exploring khiyar in Islamic contract law demonstrates its crucial role in providing flexibility and fairness in transactions, adapting to traditional and modern

contexts. Khiyar safeguards all parties, allowing them to reconsider, cancel, or adjust agreements under certain conditions. Each mazhab (school of thought) interprets khiyar differently, with variations in the automaticity, duration, and specific conditions of khiyar rights, reflecting unique priorities—be it flexibility, contractual stability, or tailored conditions for various goods.

In digital commerce, DSN-MUI's Fatwa No. 146 has modernized the principles of khiyar, particularly khiyar majlis and khiyar aib, to apply to online sales transactions. By broadening the concept of "majlis" to include digital communication platforms, the fatwa aligns with the Syafi'iyah and Hanabilah perspectives, granting flexibility in online cancellation and return rights. However, the current fatwa needs more specific guidelines for khiyar syarat and a comprehensive framework for khiyar aib, creating potential inconsistencies in application.

To ensure consumer protection and support fair trade practices in the growing e-commerce market, DSN-MUI is encouraged to issue a more detailed fatwa that addresses all forms of khiyar in online transactions. This would provide clearer, standardized guidance for sellers and buyers, reinforcing trust in digital marketplaces while upholding Islamic principles. The recommendations aim to support a balanced, Sharia-compliant approach that accommodates modern transactional environments, safeguarding the interests of all parties' interests.

REFERENCES

Abadi, H. (2020). *Metode Penelitian Kualitatif dan Kuantitatif*. Yogyakarta: Pustaka Ilmu.

Abubakar, R. (2021). *Pengantar Metode Penelitian*. Yogyakarta: UIN Sunan Kalijaga Press.

Alwi, A. (2022). Penggunaan Hak Khiyar Pada Akad Murabahah Ditinjau Dari Fatwa DSN-MUI. *Jbk: Jurnal Ilmiah Bisnis Dan Kewirausahaan*, 11(4), 377–383. <https://doi.org/10.37476/jbk.v11i4.3955>

Andi Triayawan. (2021). *Metode Penelitian Ekonomi Islam*. Bandung: Media Sains Indonesia.

Ardyanto, D., Susilo, H., & Riyadi. (2015). Pengaruh Kemudahan dan

Kepercayaan Menggunakan E-Commerce Terhadap Keputusan Pembelian Online. *Jurnal Administrasi Bisnis S1 Universitas Brawijaya*, 22(1), 1–8.

Azam, A. A. M. (1993). *Fiqh Muamalah Sistem Transaksi Dalam Islam*. Surabaya: PT. Bima Ilmu.

Azam, A. A. M. (2010). *Fiqh Muamalah Sistem Transaksi Dalam Islam*. Jakarta: Amzah.

Baihaqi, A. (1344). *Sunan al-Kubro*. Hindi: Majlis Dairah an-Nidhamiyah.

Bathni, I., Darmawan, D., & Turkamun. (2021). Pengaruh Jual Beli Online Terhadap Pasar Tradisional Pedagang Pakaian Dan Tas Di Pasar Ciputat the Effect of Online Buying on the Traditional Market of Clothing and Bags Traders in Ciputat Market). *Proceeding Seminar Nasional*, 1(2), 267–281.

El-Wardah, K. (2019). Kajian Teoritis Terhadap Penggunaan Hak Khiyar Pada Akad Murabahah di Bank Syariah. *Al-Intaj : Jurnal Ekonomi Dan Perbankan Syariah*, 5(2), 300–314. <https://doi.org/10.29300/aij.v5i2.2093>

Fuaidi, I. (2015). Implementasi Fikih Muamalah dalam Pengembangan Media Dakwah di Era Modern. *Islamic Review: Jurnal Riset Dan Kajian Keislaman*, IV(1), 35–52.

Hasanah, D., Kosim, M., & Arif, S. (2019). Konsep Khiyar pada Jual Beli Pre Order Online Shop dalam Perspektif Hukum Islam. *IQTISHODUNA: Jurnal Ekonomi Islam*, 8(2), 249–260. <https://doi.org/10.36835/iqtishoduna.v8i2.426>

Indriati, D. S. (2016). Penerapan Khiyar Dalam Jual Beli. *Jurnal Ilmiah Al-Syir'ah*, 2(2), 1–50. <https://doi.org/10.30984/as.v2i2.220>

Itang. (2015). *Teori Ekonomi Islam*. Serang: Laskita Indonesia.

Jajuli, S. (2020). *Metode Penelitian Ekonomi Islam Step by Step Menulis Laporan Penelitian*. Serang: Media Madani.

Jumarni, J. (2021). Konsep Khiyar Pada Online Shop Dengan Metode Cod Perspektif Ekonomi Islam. *Al-Kharaj*, 1(2), 94–110. <https://doi.org/10.30863/alkharaj.v1i2.1701>

Khoir, F. (2022). Al-Khiyar Dalam Proses Jual Beli Sistem Online. *EKOSIANA: Jurnal Ekonomi Syari'ah*, 9(2), 127–138.

Kumala, Y. T., Hendrastomo, G., & Endah Januarti, N. (2020). Belanja Online Dan Gaya Hidup Mahasiswa Di Yogyakarta. *Jurnal Pendidikan Sosiologi*, 9(2), 1–22.

Mahmudin, M. (2020). Ikrah (Paksaan) Dalam Perspektif Hukum Islam. *Al-Falah: Jurnal Ilmiah Keislaman Dan Kemasyarakatan*, 20(2), 133–144. <https://doi.org/10.47732/alfalahjikk.v20i2.144>

Muhajir. (2022). Implementasi Hukum Khiyar Dan Undang-Undang Nomor 8 Tahun 1999 Pada Praktik Jual Beli Online Pada Online Shop Purworejo. *Jurnal Supremasi*, 12(1), 125–135.

Mulyati, M. (2019). Kontribusi Mui Dalam Pengembangan Dan Penerapan Hukum Islam Di Indonesia. *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial*, 7(01), 83–100. <https://doi.org/10.30868/am.v7i01.547>

Nafis, C. (2011). *Teori Hukum Ekonomi Syariah*. Jakarta: Universitas Indonesia UI Press.

Ngafifi, M. (2014). Kemajuan Teknologi Dan Pola Hidup Manusia Dalam Perspektif Sosial Budaya. *Jurnal Pembangunan Pendidikan: Fondasi Dan Aplikasi*, 2(1), 33–47. <https://doi.org/10.21831/jppfa.v2i1.2616>

Nubahai, L. (2023). Implementasi dan Eksistensi Khiyar (Studi Transaksi Jual Beli melalui Marketplace). *Tawazun: Journal of Sharia Economic Law*, 6(1), 105–122. <https://doi.org/10.21043/tawazun.v6i1.22245>

Nurcholis, M. (2020). Kontribusi Mui dalam Rekonfigurasi Syariah di Indonesia (Melacak Peran MUI dalam Birokratisasi Syariah di Indonesia). *Tafaqquh: Jurnal Penelitian Dan Kajian Keislaman*, 8(2), 179–196. <https://doi.org/10.52431/tafaqquh.v8i2.295>

Nurhayati, N. (2017). Belanja Online Sebagai Cara Belanja di Kalangan Mahasiswa (Studi Kajian Budaya Di Universitas Malikussaleh, Lhokseumawe, Aceh). *Aceh Anthropological Journal*, 1(2), 1–22. <https://doi.org/10.29103/aaj.v1i2.1140>

Nurjaman, M. I., Januri, & Nuraeni, N. (2021). Eksistensi Khiyar Dalam Perkembangan Transaksi Jual Beli. *Iltizam*, 6(1), 63–72. <https://doi.org/10.30631/iltizam.v5i1.696>

Oktasari, O. (2021). Al-Khiyar dan Implementasinya dalam Jual Beli Online. *Jurnal Aghinya Stiesnu Bengkulu*, 4(1), 39–48.

Pambekti, G. T. (2017). Tinjauan Hukum Islam Terhadap Pelaksanaan Khiyar Pada Jual Beli Online di Indonesia. *Akses: Jurnal Ekonomi Dan Bisnis*, 12(24), 84–98. <https://doi.org/10.31942/akses.v12i24.2272>

Panggabean, S. A., & Kaharuddin. (2021). Etika Bisnis Dalam Perspektif Hukum Islam. *Citra Justicia : Majalah Hukum Dan Dinamika Masyarakat*, 22(2), 77–86. <https://doi.org/10.36294/cj.v22i2.2287>

Rosana, E. (2015). Modernisasi Dalam Perspektif Perubahan Sosial. *Jurnal Studi Lintas Agama*, 10(1), 67–82.

Sari, C. A. (2015). Perilaku Berbelanja Online Di Kalangan Mahasiswi

Antropologi Universitas Airlangga. *Jurnal Antro Unair*, 4(2), 205–216.

Sari, Pangiuk, A., & Baining, M. E. (2022). Penerapan Khiyar pada Pengembalian Barang Dalam Transaksi Jual Beli Pakaian Grosir Di Pasar Komplek WTC Jambi. *Indonesian Journal of Islamic Economics and Business*, 7(1), 23–37.

Stephen, A., Canthika, A., Subrata, D., & Veronika, D. (2020). Pengaruh Iklan Terhadap Keputusan Pembelian Konsumen. *Indonesian Business Review*, 2(2), 233–248. <https://doi.org/10.21632/ibr.2.2.233-248>

Sudarsono. (1992). *Pokok Pokok Hukum Islam*. Jakarta: Rineka Cipta.

Sunanto. (2015). Analisis Pengaruh Faktor Individu, Lingkungan Konsumen, dan Strategi pemasaran Terhadap Keputusan Pembelian Pada Apotik Sunfarma Tangerang selatan. *Jurnal Ilmiah Prodi Manajemen*, 3(1), 2–26.

Yurinta, A., Maliha, N. F., & Mardika, M. A. A. (2022). Implementasi Fiqh Khiyar Dalam Praktik Jual Beli Dengan Sistem Pesanan (Studi di Desa Gelangkulon Ponorogo). In *Antologi Hukum* (Vol. 2, Issue 1, pp. 14–28). <https://doi.org/10.21154/antologihukum.v2i1.1185>