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## The right to choose (Khiyar) innovation for contemporary transaction in e-commerce marketplace

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### Abstract

*This study aims to analyze and compare the implementation of khiyar in online transactions at Shopee, Tokopedia, and Bukalapak. This type of research is a comparative study with a qualitative approach in comparing the implementation of khiyar at Shopee, Tokopedia and Bukalapak. This study uses primary and secondary data sources, with data collection techniques in the form of interviews and documentation. This study uses the data analysis model of Miles, Huberman and Saldana. The results found that a similar transaction procedure applies in the three marketplaces, which are two types of khiyar applied, namely khiyar 'aib and khiyar ru'yah. Based on the experienced transaction process carried out by sellers at Shopee, Tokopedia and Bukalapak, it was known that there are four sellers who both apply khiyar 'aib, while the application of khiyar aib was only applied by the buyer at Tokopedia. On the other hand, khiyar ru'yah was not applied by buyers at Bukalapak, but one buyer only applied it at Shopee and Tokopedia.*

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### Introduction

Buying and selling activities have been known since prophetic times; even the Prophet Muhammad, when he was a teenager, once traded in the land of Sham (Abasimel, 2022; Islam, 2022). The Messenger of Allah (saw) indicated that buying and selling are lawful if it is done on a consensual basis (Zahro, 2016; Samawi, 2020; Rahman & Muhammad, 2021). In ancient times, buying and selling activities were known as barter, namely the direct exchange of goods (Fitria, 2017; Huffer et al., 2019). However, in today's globalization, buying and selling can be done without meeting directly through the internet, which is called online transactions (Sahara & Kurniati, 2019; Demir, et. al, 2020; Sakti, 2020).

According to [Rahman & Muhammad \(2021\)](#), some conditions which cause unlawful transactions are illegal systems or procedures, such as money gambling and violating the agreement that has been mutually agreed upon between the seller and the buyer. The law is unlawful if the online transaction does not comply with these conditions ([Hastig & Sodhi, 2020](#)). Therefore, the Shafi'i school also argues that buying and selling online is allowed ([Napitupulu, 2015](#)). It is also required when conducting online transactions that sellers and buyers pay attention to the principles of prudence, transparency, accountability, and fairness in buying and selling ([Pekerti & Herwiyanti, 2018](#); [Chawki, 2022](#)).

The development of e-commerce in Indonesia is strongly influenced by the level of regional development in Indonesia, namely human resources, internet network infrastructure, and electricity infrastructure ([Widagdo, 2016](#); [Suwandy & Setyari, 2020](#); [Ariansyah et al., 2021](#); [Kilay et al., 2022](#)). Indonesia's total number of online markets is predicted to reach US\$ 55 billion to US\$ 65 billion by 2022, which consists of the social commerce sector with amounts ranging from US\$ 15 billion to US\$ 25 billion, and the e-tailing sector of US\$ 40 billion ([Kinsey, 2018](#)). In addition, e-commerce is proliferating in the form of an online marketplace and online shopping platforms such as Shopee, Tokopedia and Bukalapak.

Based on the survey by [iPrice \(2021\)](#), there are three e-commerce with the highest number of visitors from 10 marketplaces in Indonesia in the fourth quarter of 2021. Shopee is in first place with an average number of visitors of 129.3 million, then in second position, namely Tokopedia with 114.67 million visitors, and Bukalapak in the third position with 38.58 million visitors ([Databooks, 2021](#)).

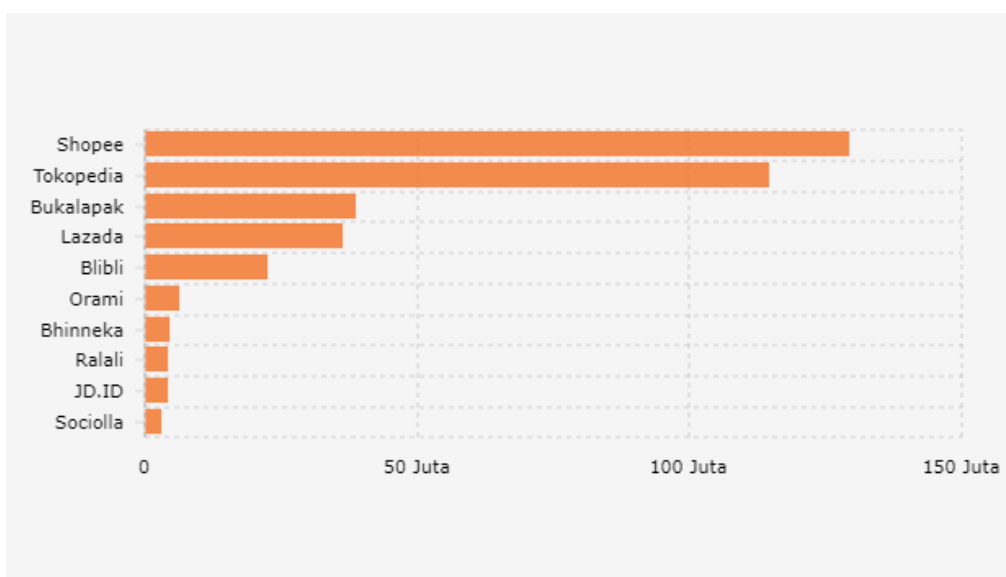


Figure 1. The development of online marketplace in Indonesia  
Source: iPrice, 10 February 2021 (databox)

The law in Indonesia regulating consumer protection in online transactions is Law Number 8 of 1999 concerning Consumer Protection (UUPK) and Law Number 11 of 2008 concerning Information and Electronic Transactions. As well as the latest rules contained in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008, namely concerning Information and Electronic Transactions (UU ITE) ([Hanafi, 2021](#); [Mulyany et al., 2021](#)).

In a sale and purchase transaction, the seller and the buyer can determine whether they will continue or cancel the sale and purchase transaction and determine the goods to be purchased among the goods offered ([Tantimin, 2021](#)). The choice to continue or cancel and

choose among the goods offered in legal *fiqh* is so-called *khimar* (Amiruddin, 2016; Setiawan, 2022). According to the term, *khiyar* is the right to vote for one or both parties (seller and buyer) in a sale and purchase transaction to continue or cancel the sale and purchase that was carried out (Sahroni & Hasanuddin, 2016; Rahman & Ramle, 2021).

The types of *khiyar* put forward by the *fiqh* experts are, according to the Hanafiyah school, there are seventeen *khiyars*: *ikhiyar* conditions, *ru'yah*, disgrace, character, *naqd*, *ta'yin*, *ghibn*, *kamaiyah*, *ishtiqaq*. According to Malikiyah *khiyar* consists of two kinds, namely *khiyar tammuli* and *nadzari*, while Syafi'iyah consists of *khiyar tasyahin* and *naqishah*. However, the famous *khiyar* among *fiqh* scholars are *khiyar* requisite, *khiyar* 'disgrace, and *khiyar ru'yah* (Mardani, 2012; Nawawi, 2017; Subhan, 2017).

In principle, the *khiyar* that can be applied to online buying and selling is different from the *khiyar* that is applied to the traditional system of buying and selling, this is understandable because some of the pillars and conditions applied in online transactions are not the same, namely regarding direct meetings between the seller and the seller. buyers, goods, and contracts (Ghofur, 2016).

According to Islamic law, *khiyar* is a balance tool in transactions to protect and prevent incompatibility with the goods to be purchased. In online transactions, one way to protect consumers is to give consumers the right to choose when purchasing goods (Hanafi, 2021). Along with the increase in the number of internet users in Indonesia, and competition in the e-commerce business in Indonesia, it turns out that it also causes problems that arise in online transactions (Abduroman, et. al, 2020).

Due to all these complaints, consumers often shop online at stores such as Shopee, Tokopedia, Bukalapak and others. As for some of the complaints that often occur and even have not been resolved that are experienced by consumers at Shopee, Tokopedia, and Bukalapak, which are still as table 1.

Some of these problems arise because the buyer can only see the goods to be purchased from the image, so the buyer cannot ensure the concrete quality of the goods. Therefore, the buyer submits a complaint to the seller or online transaction service provider (Kangean & Rusdi, 2020). Although there are various risks in online transactions, online transactions and online business are becoming a trend in the current era of technological development. For this reason, conducting an in-depth review of the application of *khiyar* in online transactions on e-commerce services in high demand and growing in Indonesia, such as Shopee, Tokopedia, and Bukalapak (Karlina, Nobelson & Yuliniar, 2020).

Several studies related to *khiyar* in transactions have been carried out, Indriati (2016) in his study regarding the regulation of muamalah in Islam states that *khiyar* in buying and selling can be applied in modern times as it is today, and is known as a guarantee to attract consumer interest and provide benefits. Ghofur & Munif (2016) in their research related to the problems of online commerce E-commerce aspects of *khiyar* stated that the type of *khiyar* applied in online transactions was not the same, *khiyar* that is easy to apply in e-commerce transactions is *khiyar* terms and *khiyar* 'aib and it is possible to have *khiyar ru'yah* in the cash on delivery system.

Furthermore, Amiruddin (2016) conducted research to find that in some online transactions in e-commerce the implementation of *khiyar majlis* was not applied, while *khiyar* 'disgrace was applied, while *khiyar ru'yah* was only applied to the Lazada site. On the other hand, Subhan (2017) found that the application of *khiyar majlis* in online transactions is still considered to exist even though the seller and buyer do not meet directly. Pambekti (2018) found that the implementation of *khiyar* in buying and selling in e-commerce Tokopedia in a resolution center is close to the concept of *khiyar*, but is still not perfect. Dalimunte (2019)

found that in online transactions, the seller is obliged to replace the damaged goods received by the buyer if the goods ordered are damaged, this is called khiyar 'aib.

Table 1. Consumer complaints at Shopee, Tokopedia, Bukalapak

No	Shopee	Tokopedia	Bukalapak
1.	Buyer 1 Saudi from Jakarta 25 September 2018: <ul style="list-style-type: none"> <li>Item not received.</li> <li>The order was cancelled unilaterally by the seller.</li> </ul>	Buyer 2 from Jakarta October 31, 2017: <ul style="list-style-type: none"> <li>Items received do not match the order.</li> </ul>	Buyer 3 from Pasuruan July 31, 2019: <ul style="list-style-type: none"> <li>Damaged goods.</li> <li><i>Seller</i> does not respond to complaints of returning goods.</li> </ul>
2	Buyer 4 from Bogor April 25, 2019: <ul style="list-style-type: none"> <li>Damaged goods.</li> <li>The seller does not respond to complaints.</li> </ul>	Buyer 5 from Sidoarjo November 10, 2019: <ul style="list-style-type: none"> <li>Items damaged and lacking in quantity.</li> <li>Money on hold.</li> </ul>	Buyer 6 from Banten 25 September 2019: <ul style="list-style-type: none"> <li>Items received cannot be used.</li> <li>The difficulty of resolving complaints.</li> </ul>
3	Buyer 7 from Ponorogo March 3, 2020: <ul style="list-style-type: none"> <li>Fewer items received.</li> <li>The Shopee mediation process is disappointing.</li> </ul>	Buyer 8 from Banten November 19, 2019: <ul style="list-style-type: none"> <li>Fewer number of items received.</li> <li>Long solution process.</li> </ul>	Buyer 9 from Tangerang 6 September 2020: <ul style="list-style-type: none"> <li><i>Seller</i> and Bukalapak are slow to handle complaints.</li> </ul>
4	Buyer 10 from East Kalimantan April 14, 2020: <ul style="list-style-type: none"> <li>Items received do not match the order.</li> <li>Refunds and wordy stuff.</li> </ul>	Buyer 11 from Jakarta 28 April 2020: <ul style="list-style-type: none"> <li>The goods received are counterfeit, not following the description that states the original goods.</li> <li>The complaint process for old goods.</li> </ul>	Buyer 12 from South Jakarta November 4, 2019: <ul style="list-style-type: none"> <li>Damaged goods.</li> <li>The complaint process is not following the procedure.</li> </ul>
5	Buyer 13 from Jakarta 20 July 2020: <ul style="list-style-type: none"> <li>Old item received.</li> <li>The order was cancelled unilaterally by the seller.</li> </ul>	Buyer 14 from Karanganyar Kebumen October 31, 2020: <ul style="list-style-type: none"> <li>Item not received.</li> <li>Money not returned.</li> </ul>	Buyer 15 from Jakarta March 8, 2021: <ul style="list-style-type: none"> <li>Item not received.</li> <li><i>Seller</i> no response.</li> </ul>

Pujianti & Wahdi (2020) found that buying and selling transactions on Tokopedia are legal under Islamic law as long as there are no elements of fraud and other things that can harm the seller and the buyer. Gafur & Haddade (2020) found that the application of khiyar in online buying and selling contracts has not run according to the rules in the community, due to a lack of understanding of the concept of khiyar in buying and selling online. Hanafi (2020) in his research found that the concept of warranty can be said to be the embodiment of khiyar values in the Consumer Protection Act. Likewise, the online store policy with the cancellation and return of products is felt as a form of implementing khiyar.

Based on the explanation above regarding the complaints experienced by several consumers, this study aims to analyze and compare the implementation of khiyar in the three e-commerce. The objects selected in this research are Shopee, Tokopedia and Bukalapak because the three marketplaces are graded by an unicorn start-up.

## Methodology

This study uses a qualitative approach because it examines and explains the practice of *khiyar* in online transactions at Shopee, Tokopedia, and Bukalapak. The qualitative approach emphasizes more on meaning and reasoning and examines many things related to events that occur in everyday life (Rukin, 2019; Sugiyono, 2019). This study was a comparative study research because it compares the implementation of *khiyar* on E-commerce Shopee, Tokopedia, and Bukalapak. A comparative study is a descriptive survey that compares the events' similarities or differences to the research object (Indriati, 2016; Indra & Cahyaningrum, 2019).

This study uses primary and secondary data from data collection techniques through interviews and documentation. Interviews were conducted with 18 people, consisting of nine buyers and sellers who made online buying and selling transactions at Shopee, Tokopedia, and Bukalapak (Sarmanu, 2017; Sugiyono, 2019). The questions will be asked based on an understanding of *khiyar* and the informants' experience during online buying and selling transactions at Shopee, Tokopedia, and Bukalapak. While the documentation is obtained through previous research journals, the provisions for implementing online buying and selling transactions on the official website or the Shopee, Tokopedia and Bukalapak applications.

The data analysis method in this research is the data analysis model of Miles, Huberman & Saldana (2014). They argue that activities in qualitative data analysis are carried out in a related and continuous manner until complete. The stages of analysis are as follows:

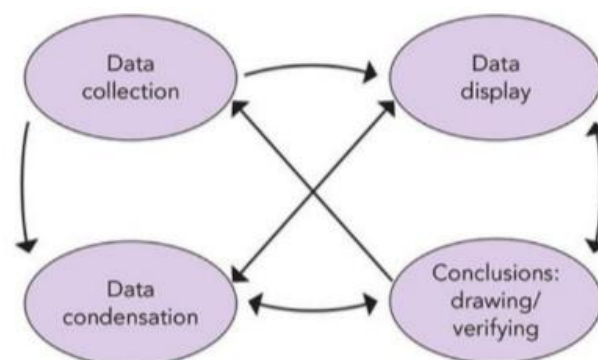


Figure 2. Miles, Huberman, and Saldana model data analysis process  
Source: Miles, Huberman & Saldana (2014)




## Results and Discussion

The process of resolving complaints experienced was the application of *khiyar* that occurred according to the procedures and conditions of sale and purchase that apply at Shopee, Tokopedia and Bukalapak. Table 2 shows that the complaints that often occur and are experienced by sellers and buyers are goods that do not match the order and damaged goods. The solution to these complaints is to return goods or funds, where the damaged item will be replaced. If the item is not following the order, it will be sent back, and if the buyer is not willing to replace the item or resend the item, the payment will be refunded depending on the agreement between the seller and the buyer. The implementation of *khiyar* in the online transaction process at Shopee, Tokopedia and Bukalapak based on the results of interviews as table 2.

In this case, to resolve the complaint at Shopee, there is the term Shopee Guarantee. Shopee Guarantee is a service that Shopee provides to consumers to overcome problems experienced related to the goods purchased. Shopee will temporarily hold sales funds. If the buyer confirms that he has received the product or the Shopee Guarantee Period has ended, then Shopee will release the funds to the Seller. Furthermore, suppose the buyer submits a Return of Goods/Refund before the Shopee Guarantee Period ends and the application is approved. In that case, the funds will be returned to the Buyer (Shopee, 2021).



Table 2. Khiyar implementation at Shopee, Tokopedia, and Bukalapak

Informant	Transactions Through			Complaints experienced	Complaint Solution	Types of Khiyar
						
Seller 1	v	v		Minor complaints did not reach the process of returning the goods.	<i>Seller 1</i> apologize to the buyer.	-
Seller 2		v		Never got a complaint.	-	-
Seller 3	v	v	v	Damaged goods	Resend & replace items	<i>Khiyar 'aib</i>
Seller 4	v			Damaged goods	Changing items	<i>Khiyar 'aib</i>
Seller 5	v	v	v	Never got a complaint.	-	-
Seller 6		v		Never got a complaint.	-	-
Seller 7	v	v	v	Damaged goods	Goods are replaced, provided you attach photo/video evidence of the goods.	<i>Khiyar 'aib</i>
Seller 8		v		Damaged goods	Goods replaced (Warranty)	<i>Khiyar 'aib</i>
Seller 9	v			Never got a complaint.	-	
Buyer 1	v			Less number of items	Refund, then reorder.	<i>Khiyar ru'yah</i>
Buyer 2		v		The item (shoes) is the wrong size	Re-sent to the correct size.	<i>Khiyar ru'yah</i>
Buyer 3		v		No complaints, the goods received are good.	-	-
Buyer 4		v		Damaged goods	Items replaced	<i>Khiyar 'aib</i>
Buyer 5			v	The item purchased is defective. (tent torn)	Receive the goods because they can still be used.	-
Buyer 6	v			No complaints; items are safe.	-	-
Buyer 7	v			No complaints; items are safe.	-	-
Buyer 8		v		The clothes are not as expected.	Received the goods because they do not want to be complicated and can still be used.	-
Buyer 9	v			Wrong colour item.	Received the goods because it still looks good.	-

Source: Processed data (interview results)

In Tokopedia, there is a 7-Day Return Guarantee. Buyers can apply for a return if the item is damaged, lost during shipping, or does not match the description. This return guarantee is valid for 7 days from when the buyer files a complaint at the Resolution Center. If the complaint for damaged goods due to delivery is approved, the Buyer must send the purchased goods to PT. Tokio Marine (Tokopedia's official partner for shipping insurance). Then, enter a valid receipt number into the Resolution Center no later than 3x24 hours after the complaint is approved. If the complaint for non-conforming or damaged goods caused by the partner has been approved, the Buyer can send the goods back to the partner. Buyers must include a valid receipt number through the Resolution Center no later than 1 x 24 hours after the complaint is approved.

Then on Bukalapak, there is a Safe Guarantee, which is a guarantee that guarantees that every item that has the Product Guarantee logo is a quality and original item specially selected by Bukalapak, which will get a guarantee for 14 days after the buyer receives the item. The money is passed on to the seller or seller. As for the 14 days, the buyer can make a money-back guarantee claim if a problem has been found, such as damage or the item is not original. Previously, complaints could only be submitted when the goods were received, and the transaction money had not been forwarded to the seller. Nevertheless, by using a safe warranty, buyers are given the convenience of making claims for goods if problems are found during the 14 days of use. The comparison of *khiyar* implementation at Shopee, Tokopedia, and Bukalapak can be seen as follows:

Table 3. Implementation of the *Khiyar* at Shopee, Tokopedia and Bukalapak

Marketplace	Types of <i>Khiyar</i>				
	<i>Khiyar Majlis</i>	<i>Khiyar Syart</i>	<i>Khiyar 'Aib</i>	<i>Khiyar Ru'yah</i>	<i>Khiyar Ta'yin</i>
Shopee	x	x	√	√	x
Tokopedia	x	x	√	√	x
Bukalapak	x	x	√	√	x

Based on the data obtained in the table above, it is known that related to the experience of complaints experienced by informants and the solution in the form of returning goods or funds (warranty). There are two types of *khiyar* which are equally applied in online transactions at Shopee, Tokopedia and Bukalapak *khiyar 'aib* and *khiyar ru'yah*.

*The Implementation of Khiyar 'Aib at Shopee, Tokopedia and Bukalapak*

*Khiyar 'aib* is the right to cancel or carry out a sale and purchase for both parties between the seller and the buyer if there is a defect in the goods being traded and the defect in the goods is not known by the owner when the sale and purchase contract takes place. The implementation of *khiyar 'disgrace* on Shopee, Tokopedia and Bukalapak can be seen from the warranty in the form of replacement and return of goods or funds according to the agreement of both parties. As described by Seller 7 below (Interview, 2021):

*"As a seller, we try to provide good service, for example, processing orders quickly, ensuring goods are in good condition, and having a guarantee. Previously on our store pages, both at Shopee, Tokopedia and Bukalapak, we have given information about the warranty for replacing goods to anticipate if there is damage to the goods."*

Based on the above statement, in this case, the guarantee is a form of application of the concept of khiyar 'disgrace, where the seller's responsibility is to the buyer and seller 7. In addition, seller 8 who sells on Tokopedia also said (Interview, 2021):

*"Has anyone ever complained that the goods were damaged because of delivery? The solution is a warranty, so the damaged item is replaced, and then the item is sent back to the buyer by an expedition which takes 7 days."*

Based on the statement from seller 8, a concept of *khiyar* 'disgrace is applied because there is a seven-day return guarantee applied at Tokopedia. Even though the damage was caused by accident during shipping, seller 8 fulfils his responsibility to replace the damaged goods. *Khiyar 'aib* is valid since the buyer receives and knows there is a defect in the goods purchased. The buyer has the right to submit a complaint to the seller according to the Shopee, Tokopedia, and Bukalapak procedures following the applicable provisions.

At Shopee, there is a Shopee guarantee term, then at Tokopedia, there is a seven-day return guarantee, and at Bukalapak, there is a safe guarantee. Which is where the guarantee provided by Shopee, Tokopedia and Bukalapak is used if there are problems related to the goods received, such as receiving the wrong item, the item received is incomplete, or the item is damaged. So that the term guarantee can be said as a form of the equation of the term *khiyar* in modern buying and selling transactions as it is today (Hasan, 2003; Jamilah & Firmansyah, 2018).

#### *The implementation of Khiyar ru'yah at Shopee, Tokopedia and Bukalapak*

*Khiyar ru'yah* is *khiyar* for the buyer to provide a statement that the sale and purchase are continued or cancelled on an item that he has not seen when the sale and purchase contract takes place (Sahroni, 2016). As for the number of scholars, fiqh consisting of scholars Hanafiya, Malikiyah, Hanabilah, and Zahiriyah argue that *khiyar ru'yah* is prescribed in Islam. It is based on the words of the Prophet Muhammad: "Whoever buys something that he has not seen, then he has the right to *khiyar* if he has seen it." (Narrated by Dar al-Quthni from Abu Hurairah). Based on hadith, If the goods to be purchased are unavailable where the sale and purchase contract takes place, he has the right to continue or cancel the transaction when he sees the goods (Ghazaly, 2016).

The implementation of *khiyar ru'yah* is being reviewed from the time goods are received and the complaint process for the return of goods. *Khiyar ru'yah* is *khiyar* for the buyer to provide a statement that the sale and purchase are continued or cancelled on an item that he has not seen when the sale and purchase contract takes place. In online transactions, *khiyar ru'yah* applies to buyers who order and buy goods because they have not seen the original form of the goods directly. However, only product info and descriptions are displayed on the store page.

In the practice of online transactions at Shopee, Tokopedia, and Bukalapak, the *khiyar ru'yah* is valid since the buyer sees and receives the purchased item. After seeing the condition of the goods directly, the buyer has the right to authorize the sale and purchase by clicking on order received and then providing a rating and review to the seller. However, if the buyer is still in doubt and is not satisfied with the goods received, for example, for specific reasons such as the item received is incomplete, the wrong colour or does not match the order. He has the right to complain to the seller following the complaint procedure at Shopee, Tokopedia, and Bukalapak. that is, with a period of 2 x 24 hours, since the goods are received, so long as the *khiyar ru'yah* is still valid. As described by buyer 1 as follows (Interview, 2021):

*" I Never complained only because The number of items that arrived was not enough, so I complained on the Shopee application by chatting with the seller. Then*



*I got approval from the seller; the solution was that more money was returned and fewer goods were reordered. That day, the complaint was immediately finished because the seller agreed. Then the money goes to shoppe pay."*

Based on this statement, it follows Shopee's warranty procedures, where the buyer can file a complaint with the seller if the item received is damaged or defective, the item received is wrong, the item is incomplete, and if the item is not received (<https://seller.shopee.co.id/edu/article/460>). Because the buyer makes a complaint to the seller regarding the goods received, the quantity does not match the order. So, in this case, there is the application of *khiyar ru'yah*.

Based on the explanation, *khiyar ru'yah* applies when the goods are received, and the buyer knows the quantity is lacking, so he feels dissatisfied and submits a complaint. Then, *khiyar ru'yah* ends when the complaint can be resolved and agreed upon by both parties so that the sale and purchase are valid. In addition, the comparison of *khiyar* implementation at Shopee, Tokopedia and Bukalapak can be seen from the online buying and selling practices carried out by sellers and buyers regarding the process of resolving complaints that occur, which are as follows:

Table 4. The implementation *Khiyar* according to seller's perspective

Marketplaces	Types of <i>Khiyar</i>	Seller's Perspective								
		1	2	3	4	5	6	7	8	9
Shopee	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	√	√	x	x	√	x	x
	<i>Khiyar Ru'yah</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x
Tokopedia	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	√	x	x	x	√	√	x
	<i>Khiyar Ru'yah</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x
Bukalapak	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	√	x	x	x	√	x	x
	<i>Khiyar Ru'yah</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x

In table 4 above, based on experience during selling to sellers 1 and 2, there was no application of *khiyar*. Seller 3 applied *khiyar aib* at Shopee, Tokopedia and Bukalapak. Seller 4, who sells on Shopee, applies *khiyar aib*. Seller 5 and seller 6 have not implemented it. Seller 8, who sells on Tokopedia, applies *khiyar aib*, then in the transaction process carried out by seller 9, there is no application of it. In table 5, it can also be seen that buyer 1 has applied *khiyar ru'yah* when transacting at Shopee, and buyer 2 has applied it when buying at Tokopedia. Buyer 4 applies *khiyar'* disgrace when transacting at Tokopedia. Meanwhile, buyers 3, buyer 5, buyer 6, buyer 7 and buyer 9, based on their experience, have not applied *khiyar* when transacting.

Based on table 4 and 5 above, some sellers and buyers do not apply *khiyar* due to a lack of understanding of *khiyar* itself. They do not experience problems when buying and selling transactions that require *khiyar*, and cause unwillingness from one or both parties to do *khiyar*. This is because they have found an agreement and willingness related to the sale and purchase

as one of the conditions for the validity of buying and selling according to Islam is the willingness between the two parties to carry out transactions (Nawawi, 2012).

Table 5. The implementation of Khiyar according to buyers' perspective

Marketplaces	Types of Khiyar	Buyers' Perspective								
		1	2	3	4	5	6	7	8	9
Shopee	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ru'yah</i>	√	x	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x
Tokopedia	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	x	√	x	x	x	x	x
	<i>Khiyar Ru'yah</i>	x	√	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x
Bukalapak	<i>Khiyar Majlis</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Syart</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar 'Aib</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ru'yah</i>	x	x	x	x	x	x	x	x	x
	<i>Khiyar Ta'yin</i>	x	x	x	x	x	x	x	x	x

### Conclusion

This study aims to analyze and compare the implementation of khiyar in online transactions at Shopee, Tokopedia, and Bukalapak. A similar transaction procedure applies in the three marketplaces. Two types of *khiyar* are applied: *khiyar 'aib* and *khiyar ru'yah*. Based on the experienced transaction process carried out by sellers at Shopee, Tokopedia and Bukalapak, it was known that there are four sellers who both apply *khiyar 'aib*, while the application of *khiyar aib* was only applied by the buyer at Tokopedia. On the other hand, *khiyar ru'yah* was not applied by buyers at Bukalapak, but one buyer only applied it at Shopee and Tokopedia. Some sellers and buyers do not apply *khiyar* due to a lack of understanding of *khiyar* and do not experience problems doing any transactions that require the option of *khiyar*. By the limitation of this study, further research is expected to add more variables to the study, such as excellent services applied in those marketplaces and broader information or the population to gain a more comprehensive picture of the implementation of *khiyar* in those marketplaces.

### Author's Contribution

Windiana Lorien: Collecting and searching for the research idea, Analyzing and interpreting data.

Rahmad Hakim: Managing and writing the revision and submitting the revision.

Arif Luqman Hakim: Reviewing the research.

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### Declaration of Competing Interest

We declare that we have no conflict of interest.

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## Interview

- Buyer 1 at Shopee e-commerce, Interview 3 June 2021.
- Buyer 2 at Tokopedia e-commerce, Interview 3 June 2021.
- Buyer 3 at Tokopedia e-commerce, Interview 2 June 2021.
- Buyer 4 at Tokopedia & Bukalapak e-commerce, Interview 3 June 2021.
- Buyer 5 at Shopee & Bukalapak e-commerce, Interview 5 June 2021.



Buyer 6 at Shopee e-commerce, Interview 5 June 2021.  
Buyer 7 at Shopee e-commerce, Interview 5 June 2021.  
Buyer 8 at Tokopedia e-commerce, Interview 5 June 2021.  
Buyer 9 at Shopee e-commerce, Interview 5 June 2021.  
Seller 1 at Shopee and Tokopedia e-commerce, Interview 26 May 2021.  
Seller 2 at Tokopedia e-commerce, Interview 30 May 2021.  
Seller 3 at Shopee, Tokopedia & Bukalapak e-commerce, Interview 30 Mei 2021.  
Seller 4 at Shopee e-commerce, Interview 30 May 2021.  
Seller 7 at Shopee, Tokopedia & Bukalapak e-commerce, Interview 3 June 2021.  
Seller 5 at Shopee, Tokopedia & Bukalapak e-commerce, Interview 30 May 2021.  
Seller 9 at Shopee e-commerce, Interview 4 June 2021