

## Implementation of The Khiyar Concept in Shopee Barokah's Free Return Guarantee Mechanism

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### Abstract

The expansion of Sharia-based e-commerce has given rise to consumer protection mechanisms, such as free return guarantees, that require examination from the perspective of Islamic commercial law. This study aims to analyze the implementation of the khiyar concept in Shopee Barokah's Free Return Guarantee mechanism from the perspectives of classical Islamic jurisprudence (fiqh al-mu'āmalāt) and contemporary regulatory frameworks. This research employs a normative library approach by examining classical fiqh literature, DSN-MUI fatwas, and Shopee Barokah's internal regulations and policies, with data analyzed descriptively to assess their conformity with Sharia principles. The findings demonstrate that the Free Return Guarantee mechanism substantively reflects the implementation of khiyar al-sharṭ through a specified return period, khiyar al-'ayb through remedies for defective or damaged goods, and khiyar al-ru'yah by allowing buyers to inspect goods after delivery and rescind transactions when appropriate. These mechanisms are consistent with the principles of justice, transparency, and consumer protection in Islamic economic law. This study contributes by integrating classical fiqh, DSN-MUI fatwas, and Sharia-compliant e-commerce regulations into a unified framework for analyzing digital return guarantees. However, the study is limited to normative analysis, and future research should incorporate empirical approaches to evaluate the practical implementation and effectiveness of khiyar mechanisms in digital marketplaces.

### Keywords

Khiyar; Free Return Guarantee; Shopee Barokah; Fiqh Muamalah

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## 1. INTRODUCTION

The development of information and communication technology has significantly transformed buying and selling patterns, changing transactions from conventional systems to digital platforms (Amory & Mudo, 2025). Digitalization functions not merely as a transactional process but also stimulates innovation in the development of e-commerce platforms, such as Shopee, thereby contributing to market expansion and enhancing the user experience (Syaifudin et al., 2025). This innovation is evident in the Shopee Barokah feature, an integral component of Shopee's products and services, which facilitates online commercial transactions in compliance with Sharia principles. Shopee Barokah is intended to offer halal-certified products certified by the Halal Product Assurance Organizing Agency (BPJPH) (Shopee, 2025). Furthermore, on 16 February 2024, Shopee officially launched a free return guarantee service to enhance consumer satisfaction and protection. This service enables consumers to return products if the goods received do not meet expectations for quality, size, color, or other relevant suitability criteria. (Shopee, 2025)

However, the free return guarantee mechanism embedded in the Shopee Barokah feature continues to invite scrutiny from a Sharia perspective. Within classical fiqh studies, such a guarantee can be conceptualized as an application of the concept of *khiyar* (Asmarini, 2025). In Islamic economic law, *khiyar* refers to the right granted to both buyers and sellers to either uphold or rescind a sale contract under certain conditions after the agreement has been concluded (Ath-Thayyar, 2004). However, in contemporary practice, the *khiyar* mechanism is generally not explicitly stipulated in sale and purchase agreements but is instead implemented through platform policies, such as free return guarantees. This condition indicates a divergence in approaches between classical fiqh concepts and contemporary commercial practices in Sharia-based e-commerce, particularly on the Shopee Barokah platform. (Azzam, 2022)

Several previous studies have examined the concept of *khiyar* in sales practices, both in conventional and digital transactions. Research by Fatihul Khoir (2022), employing a normative approach, emphasizes that *khiyar* constitutes the contracting parties' right to continue or rescind a contract to ensure mutual consent (*ridha*) in *muamalah* transactions. However, in online buying and selling practices, the implementation of *khiyar* is not yet optimal, particularly due to low seller responsiveness to consumer complaints. (Faluni et al., 2024) Nevertheless, the study does not specifically examine the application of *khiyar* within the policy framework of Sharia-based e-commerce platforms. (Asmarini, 2025) evaluate Shopee's free return guarantee policy from the perspective of Sharia economic law and conclude that it aligns with the principles of honesty, transparency, and justice. However, their research focuses solely on *khiyar syarṭ* and does not comprehensively examine other types of *khiyar*. (Hasan, 2018)

Meanwhile, Madaniyyah et al. (2023) find that the practice of khiyar in traditional markets has been implemented, yet not fully in accordance with fiqh provisions, particularly regarding the time limit for returns. However, the scope of the study remains limited to conventional transactions. (Wahyu & Tektona, 2020) demonstrate that the implementation of khiyar *syarṭ* in digital *bai' salam* transactions conducted through Instagram generally complies with Islamic legal provisions and provides public benefit (*maslahah*). Nonetheless, the study of such online sales practices remains largely individual and lacks structured internal policies, leaving room for further analysis in systematically managed e-commerce contexts. Furthermore, Hariyanto & Khoiriyah (2023) find that various types of khiyar can be applied in e-commerce settings. However, their research is limited to a single online store and does not analyze platform-level guarantee policies as instruments of consumer protection. Based on these research gaps, the novelty of the present study lies in its descriptive-normative analysis that integrates classical fiqh literature, DSN-MUI fatwas, and technical regulations governing Sharia-compliant e-commerce platforms to examine the implementation of the khiyar concept within the free return guarantee mechanism. (Hardiati & Latifah, 2024)

## **2. METHOD**

This study adopts a literature-based research method, in which data are obtained entirely from library and documentary sources without direct fieldwork (Zed, 2008). The research adopts a normative legal approach with a statute-based perspective, emphasizing the analysis of codified norms and regulatory texts (dalam Muhaimin, 2020). This research adopts an approach centered on the analysis of Shari'ah norms originating from fiqh *mu'amalah*, the fatwas of the National Sharia Council of the Indonesian Council of Ulama (DSN-MUI), and the internal rules and policies governing the Shopee Barokah platform.

The data sources in this study consist of secondary data obtained through a review of relevant literature and writings, including books, scientific journal articles, documents, and other written materials related to the subject of discussion. Data collection was conducted by identifying, reading, and critically examining relevant literature containing both factual and conceptual information related to the research object. The collected data were then classified and systematized to meet the analytical needs and support a structured, comprehensive discussion. (Choiriyah & Setiyatna, 2009)

The data analysis technique applied in this study is descriptive-normative, which involves examining the collected data and systematically analyzing and interpreting it within the framework of Islamic law. The analysis is conducted through an in-depth review of fiqh *mu'amalah* literature, DSN-MUI fatwas, and the regulations and policies of the Shopee Barokah platform in order to assess the compatibility of the free return guarantee mechanism with the concept of khiyar. (Pramita & Rahmasari,

2024)

### **3. FINDINGS AND DISCUSSION**

#### **3.1. Shopee Barokah Profile**

Shopee Barokah is an additional service integrated into the Shopee platform that offers specialized features for halal products, with transaction mechanisms based on contracts aligned with Islamic principles. These include sale contracts (*bay'*), lending contracts (*'ariyah*), safekeeping contracts (*wadi'ah*), reward-based contracts (*ju'alah*), and grants (*hibah*). The platform also provides various payment methods, including ShopeePay, SPayLater, Cash on Delivery (COD), bank transfers, SeaBank services, cash payments through partner outlets such as Alfamart and Indomaret, BRILink and BNI Agen46 agents, and credit and debit cards. The use of credit cards is permitted only when they are issued by Islamic banks. (Shopee, 2025)

Accordingly, the participation of Shopee Barokah users, both buyers and sellers, signifies their acceptance of all terms and conditions stipulated in the Shopee Barokah Terms of Service. Sellers are obliged to ensure that products offered through this service comply with Shopee's internal policies as well as applicable laws and regulations. In particular, the goods traded must be halal and conform to Islamic principles. Unlike Shopee's general services, dropshipping practices are not permitted on the Shopee Barokah platform. (Shopee, 2025)

Furthermore, the object of the transaction must consist of goods that are fully owned by the seller (*al-milk al-tamm*), are *mutaqawwam* in nature, tangible, clearly identifiable, and transferable (*maqdur al-taslim*). Conversely, products that are haram, impure (*najis*), sinful, or without lawful benefit are prohibited from being traded. (Mulyana, 2026) In addition, both the seller and the buyer must possess legal capacity (*ahliyyah*) and authority (*wilayah*) to enter into a sale contract in accordance with Islamic principles and applicable laws and regulations. The seller is further obliged to provide accurate and non-misleading product information, free from elements of *gharar* (uncertainty). (Shopee, 2025)

#### **Shopee Barokah Free Return Guarantee**

Shopee Barokah implements a free return guarantee as a consumer protection mechanism. This facility allows consumers to initiate a return when they reconsider the transaction, when the delivered goods are inconsistent with the information disclosed, or when the items are received defective.

Return applications are processed via the return request system by selecting the free return option. In this framework, the platform bears full responsibility for the expenses arising from the return of goods. The establishment of this facility reinforces transactional security and protects consumer rights in digital marketplaces.

## Shopee Barokah Free Return Guarantee Mechanism

Shopee Barokah's free return guarantee represents a consumer protection policy intended to facilitate safe and reliable online transactions. Under this policy, consumers are granted the right to submit a return request within a specified period after receipt of the goods, thereby enabling them to verify that the products obtained conform to the descriptions, specifications, and visual representations stated in the product information.

To protect consumer rights and ensure that sales transactions conform to Sharia principles, Shopee Barokah establishes specific rules governing the permissible reasons for submitting refund and return requests. Consumers are required to attach supporting evidence to substantiate their claims, thereby providing legal clarity and preventing the misuse of return rights. Consequently, only reasons considered legitimate and reasonable are recognized as the basis for returning products through the Shopee Barokah service, as presented below.

### Products delivered do not match/are non-conforming.

A return request may be filed where the delivered goods fail to conform to the descriptions and specifications stated on the platform, including differences in size, variation, or color. Accordingly, consumers are required to provide substantiated evidence in the form of photographs or videos of the delivered package and the goods therein. In addition, screenshots of the product description displayed in the seller's online storefront must be included as comparative material for purposes of verification and evaluation.

In cases where the nonconformity relates to product dimensions, consumers must provide photo documentation of the item being measured from end to end with a standardized measuring instrument. This requirement serves to clarify the subject matter of the dispute and to support an objective and fair verification procedure for evaluating return claims.

Figure 1. Example of Evidence of Non Conforming Product



Source: <https://help.shopee.co.id/>, 14th December 2025

## Damaged products

A return request may be submitted if the goods received are defective or damaged. Consumers are required to present supporting evidentiary materials in the form of photos or video recordings that accurately and objectively represent the physical condition of the goods, including fractures, breakage, or other substantive defects.

Apart from documentation relating to the condition of the product, consumers must also provide photos or video documentation of both the internal and external condition of the shipment packaging. This requirement serves to ascertain the causal origin of the damage and to support a systematic, objective, and accountable verification process in the examination of return applications.

Figure 2. Example of Evidence of Damaged Product



Source: <https://help.shopee.co.id/>, 14th December 2025

## Incomplete delivery of goods.

A return application may be filed if the delivered goods do not correspond to the complete set of items as indicated by the seller. Consumers are obliged to submit verifiable documentation, comprising photos or video recordings of the shipment and all enclosed items, in order to ensure clarity regarding the extent of the discrepancy and to support a systematic, objective, and accountable verification process.

Additionally, consumers must provide the delivery documentation affixed to the package, which specifies the goods' description and weight as originally dispatched. This provision is designed to strengthen the evidentiary framework of the return application and to guarantee that the assessment process proceeds objectively, transparently, and fairly.

Figure 3. Example of Proof of Incomplete Product



Source: <https://help.shopee.co.id/>, 14th December 2025

### Counterfeit products

A return request may be submitted if the product received is suspected to be counterfeit. In this case, consumers are required to attach supporting evidence in the form of photos or videos of the package received, the product contained therein, and the product packaging in its entirety. In addition, consumers are also required to include a photo of the receipt or consignment note attached to the package as proof of delivery. To strengthen the return claim, consumers are required to attach screenshots, links, or other supporting documents that verify the product's authenticity, such as serial numbers, brand logos, or official information from the manufacturer's website.

Figure 4. Examples of Counterfeit Product Evidence



Source : <https://help.shopee.co.id/>, 14th December 2025

### **3.2. Discussion**

The findings indicate that Shopee Barokah's Free Return Guarantee is not merely a consumer protection policy but also reflects several substantive elements of the khiyar doctrine in Islamic commercial law. From the perspective of *fiqh al-mu'amalat*, the return mechanism accommodates buyers' rights to reconsider transactions under specific circumstances while simultaneously promoting fairness, transparency, and contractual balance.

#### **Analysis of the Implementation of the Khiyar Concept in Shopee Barokah's Free Return Guarantee Mechanism**

The concept of khiyar constitutes a legal mechanism that entitles both sellers and buyers to either uphold or rescind a contractual agreement, with the primary objective of preserving substantive justice and genuine mutual consent (*'an taradin*), while simultaneously minimizing the presence of deceptive practices (*gharar*) and informational uncertainty (*jahalah*) in commercial dealings.

In Sharia-oriented e-commerce transactions, the operationalization of khiyar necessarily depends on the existence of regulatory mechanisms to ensure its effective enforcement. These mechanisms are formally strengthened by the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 146 of 2021, which mandates that Sharia e-commerce providers disclose clear, correct, and verifiable information regarding the object of the contract. (Khoir, 2022)

This fatwa constitutes a normative legal basis for consumer protection, particularly in situations involving non-conformity between the actual attributes of the goods and the contractual description (*mukhalafah al-sifah*), by stipulating that dispute resolution mechanisms must be anchored in the principle of substantive justice. (Pulungan et al., 2023) Based on these conceptual and regulatory foundations, the present study advances an in-depth examination of the operationalization of khiyar within the free return guarantee mechanism implemented by Shopee Barokah.

#### **Khiyar Syart in the Free Return Guarantee Mechanism of Shopee Barokah**

Khiyar al-shart is the right of sellers and buyers to continue or cancel a sale and purchase agreement, subject to specific conditions, including a predetermined time limit, as agreed by the parties at the time of the contract. (Hariyanto & Khoiriyah, 2023) In practice, khiyar al-shart is implemented in Shopee Barokah's free return guarantee service, which allows buyers to return goods within a certain period, namely between two and fifteen days from the date of receipt, depending on the category of the store from which the goods were purchased. (Sup et al., 2020)

Figure 5. Implementation of Khiyar Syart



Source:<https://shopee.co.id/m/bebas-pengembalian>, 15th December 2025

Although the return period for goods on Shopee Barokah differs from the maximum khiyar period recognized in classical fiqh, which is three days, this difference arises from the characteristics of digital transactions that require longer delivery times and goods verification processes compared to conventional transactions. Therefore, the three-day time limit in classical fiqh should not be applied rigidly but rather adapted to the specific characteristics of digital commerce.

The determination of the return period aligns with the Hanbali school of thought, which holds that the duration of khiyar may be established by agreement of the contracting parties and is not necessarily limited to three days. (Harun, 2007) Furthermore, the Maliki school of thought holds that the length of the khiyar period depends on the type and durability of the object being traded. Based on these considerations, the policy implemented by Shopee Barokah, namely, setting the return period between two and fifteen days, can be regarded as valid under Shariah law, as it is grounded in logistical needs and the mutual consent of the parties as expressed through a digital contract.

### **Khiyar Aib in the Free Return Guarantee Mechanism of Shopee Barokah**

Khiyar al-'ayb refers to the buyer's right to cancel a sale and purchase agreement if the goods received are damaged or defective, and if such defects were unknown at the time the contract was concluded. (Kholidah et al., 2023) The application of khiyar al-'ayb in Shopee Barokah's transaction mechanism is evident in several provisions. If the goods received are damaged, have manufacturing defects, or do not function properly, the buyer has the right to request a return. Furthermore, Shopee

Barokah provides a return request feature that requires supporting evidence, such as photographs or videos of the defective goods, to validate the request.

Figure 6. Implementation of Khiyar Aib



Source : Documentation of Shopee Barokah Buyers, 15th December 2025

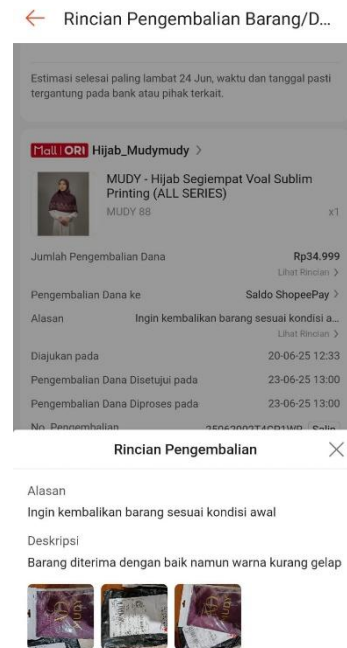
This mechanism is consistent with the concept of *khiyar al-'ayb* in classical fiqh, as the buyer is not held responsible for damage to goods that is not caused by their fault. In this context, the seller bears responsibility for the conformity and quality of the products being traded. This view is supported by Sayyid Sabiq, who asserts that if damage occurs prior to delivery and is not attributable to the buyer, the buyer is not obligated to bear the loss. (Madaniyyah, 2023) Thus, Shopee Barokah substantively implements *khiyar al-'ayb* by granting buyers the right to cancel the contract upon discovering defects unknown at the time of the agreement, thereby ensuring that transactions adhere to the principle of fairness and preventing unilateral losses. (W & Al-Muyassar, 2010)

### **Khiyar Ru'yah in the Free Return Guarantee Mechanism of Shopee Barokah**

*Khiyar al-ru'yah* refers to the buyer's right to cancel a sale and purchase agreement after physically inspecting the item, particularly when the item had not been seen at the time the contract was concluded and, upon receipt, is found not to meet expectations. In the context of transactions on Shopee Barokah, the application of *khiyar al-ru'yah* is evident in the online trading mechanism, where buyers can assess the condition of goods only through images, product descriptions, and consumer reviews available on

the platform. A direct evaluation of the item's suitability can only be conducted after the buyer has received the goods. If, after personal inspection, the item does not meet expectations regarding shape, color, size, or other aesthetic aspects, the buyer has the right to request a return, even in the absence of any defect.

Figure 7. Implementation of Khiyar Ru'yah



Source : Shopee Barokah buyer documentation, 15 December 2025

This view is consistent with the opinions of the Hanafi and Shafi'i schools of thought, which permit the sale of goods not directly inspected, provided that the buyer retains the right of choice after the object of the contract has been received.

### Normative Implications of the Free Return Guarantee Mechanism under DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021

Normatively, the implementation of the khiyār concept within Shopee Barokah's free return guarantee mechanism is consistent with the provisions of Fatwa Number 146 of 2021 issued by the National Sharia Board of the Indonesian Ulema Council (DSN-MUI). The fatwa emphasizes the importance of honesty and transparency in online buying and selling practices. (Marwadi, 2018) By providing a free return guarantee, Shopee Barokah seeks to minimize potential consumer losses arising from discrepancies or ambiguities regarding the object of the contract. The integration of the platform's digital system with the fatwa's normative provisions establishes a transaction ecosystem that is not only technologically advanced but also compliant with Sharia principles, as it ensures the buyer's right to cancel the contract when the goods' conformity conditions are not met.

#### 4. CONCLUSION

This research analyzes the implementation of the khiyār principle in Shopee Barokah's free return guarantee mechanism as an integral component of sharia-based e-commerce practices. The main objective is to evaluate the conformity of the mechanism with the principles of fiqh mu'āmalah as well as the normative regulations prescribed in DSN-MUI Fatwa No. 146 of 2021.

The Shopee Barokah free return guarantee mechanism substantively incorporates the khiyār principle, particularly khiyār al-sharṭ, khiyār al-'ayb, and khiyār al-ru'yah. The determination of a specific return period signifies the implementation of khiyār al-sharṭ adjusted to the nature of digital commerce. Furthermore, the entitlement to return defective or damaged goods constitutes khiyār al-'ayb, while the buyer's option to rescind the contract after inspecting the goods embodies khiyār al-ru'yah. Overall, this mechanism reflects a commitment to safeguarding consumer rights and mitigating gharar and potential injustice in online transactions.

The integration of the khiyār concept into sharia-based digital e-commerce systems can serve as an important instrument for realizing justice and mutual consent among the contracting parties in sale and purchase agreements. Shopee Barokah may be regarded as a model for applying sharia principles on digital platforms, particularly in strengthening the protection of Muslim consumers.

To better understand the implementation of the khiyār concept in Shopee Barokah's free return mechanism, future research should analyze user characteristics and transactional contexts. An empirical approach may be employed, such as surveys, observations, or field data collection involving both buyers and sellers, to conclude the effectiveness of khiyār in practice. In addition, future studies may focus on a more in-depth examination of the platform's internal policies and practices to provide a more comprehensive understanding of how Islamic principles are applied in e-commerce transactions.

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