

## “E-commerce and its relationship with the objective of preserving wealth”

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### **Abstract:**

E-commerce is a new form of transaction that has become widespread and has a significant impact on people's lives. Therefore, it is important to understand its position within Islamic law and its objectives. This paper aims to examine e-commerce and its relationship with the goal of wealth preservation through three sections: first, defining the relevant terms; second, examining how e-commerce serves as a means to preserve wealth in its entirety, both in existence and non-existence; and finally, discussing its ruling as a medium to achieve the goals of the wise legislator. The paper concludes with a summary of findings and recommendations.

**Keywords:** E-commerce, objectives, wealth

### **Introduction:**

With the advancement of humanity and the development of sciences, e-commerce emerged as a modern means of conducting commercial transactions, relying on electronic mediums as a contemporary alternative that saves effort, time, and distance.

From this, we can infer the importance of the topic, especially since the research aims to demonstrate the flexibility of Islamic law and its ability to keep pace with every time and place.

Among the primary reasons for researching this topic is that e-commerce has become an integral part of the daily life of Muslims and has affected all humanity, becoming a widespread phenomenon.

Thus, the problem to be addressed is: To what extent can e-commerce align with the objectives of the wise legislator in preserving wealth?

To answer this question, the research is divided into three sections. The first section will outline concepts related to the terms of the topic. The second section will clarify how e-commerce serves as a means to preserve wealth in its entirety, both in existence and non-existence. Finally, the third section will examine the

ruling of e-commerce in Islamic law as a new transaction that aligns with the intent of the wise legislator.

For conducting the research, a descriptive methodology was employed to describe the issue along with its aspects that are intended to be studied.

At the end of the research, a conclusion was provided that contained a series of findings and recommendations that serve the objectives of the research.

## **Preliminary Section**

### **- Definition of Research Terms:**

In this section, the terms of the topic will be defined through the following demands:

#### **1. In Language:**

The word "trade" is derived from the verb *تجر* which means to engage in trade. It signifies buying and selling. It also conveys the meaning of cooperation, and thus refers to the reward given by the Creator for righteous deeds, which are part of His grace. Every exchange constitutes trade in any form of compensation<sup>1</sup>.

#### **2. In Terminology:**

The jurists did not deviate from the linguistic meaning in their definitions of trade, as they defined it as follows:

- According to the Malikis: It is the act of buying and selling to obtain profit<sup>2</sup>.
- According to the Hanafis: It is the acquisition of wealth through a monetary exchange<sup>3</sup>.
- According to the Shafi'is: It is the exchange of wealth for the purpose of profit<sup>4</sup>.
- According to the Hanbalis: It is the act of buying and selling for profit<sup>5</sup>.

### **Second - Definition of Electronics:**

The linguistic meaning does not deviate from the terminological definition of the word "electronics." It has been defined as:

"The term 'electronics' is derived from the English word 'Electronic,' which refers to the control of the flow of electric charges in certain electrical devices."<sup>6</sup>

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<sup>1</sup>- See: Al-Zamakhshari, Mahmoud ibn Umar, "Asas al-Balagha," entry "Tajar," Dar al-Ma'rifa, (n.d.), 1982, p. 37. Ibn Manzur, "Lisan al-Arab," Beirut: Dar Sader, (n.d.), 1982, p. 89.

<sup>2</sup>- Al-Dardir, Ahmad ibn Muhammad, "Al-Sharh al-Saghir on the Closest Paths to the Madhhab of Imam Malik," Egypt: Dar al-Ma'arif, (n.d.), 1393 AH, p. 683.

<sup>3</sup>- Ibn Abidin, Muhammad Amin ibn Umar, "Hashiyat Rad al-Muhtar on al-Durr al-Mukhtar," Riyadh: Dar Amil al-Kutub, (n.d.), 2003, p. 194.

<sup>4</sup>- Al-Qalyubi, Ahmad ibn Ahmad, and Amira, Ahmad al-Burlusi, "Hashiyat al-Qalyubi and Amira on Kanz al-Raghibin," 1st ed., Beirut: Dar al-Kutub al-Ilmiya, 1997, 2/44.

<sup>5</sup>- Al-Buhuti, Mansour ibn Yunus, "Daqa'iq Awli al-Naha for Explaining al-Muntaha," Beirut: Alam al-Kutub, 2nd ed., 1997, 1/395.

<sup>6</sup>- Anis, Ibrahim, et al., "Al-Mu'jam al-Wasita," entry "Al-Ka," Islamic Library, (n.d.), 1/24.

“It pertains to the study of the movement and behavior of electronics that cause current, whether through vacuum tubes, gas-filled tubes, light-emitting diodes, semiconductors, and so on.<sup>7</sup>”

### **Third - Definition of E-Commerce as a Composite Term:**

There are various opinions regarding the nature of e-commerce, which can be summarized into two main trends:

#### **First - Trend of Restricting and Narrowing the Definition:**

Proponents of this trend believe that e-commerce is limited to transactions of buying and selling and providing services through the internet. Among the definitions provided in this field:

The International Journal of E-Commerce defines it as: “The processes of buying, selling, and delivering goods and services, and requesting them from their producers and sellers not in the traditional way, but electronically, usually carried out via the internet.<sup>8</sup>”

Some define it as: “The process that occurs between the seller and the buyer or more, using a computer over the internet.<sup>9</sup>”

Others define it as: “An electronic system that enables transactions in goods and services in a virtual or digital form, and the execution of contracts related to these goods and services.<sup>10</sup>”

From these definitions, it can be said that supporters of this trend have confined e-commerce to buying and selling transactions using an electronic medium, which is often the internet. In doing so, they have overlooked many aspects of e-commerce, which varies with the different business activities conducted through electronic networks, including advertising goods and services, exchanging information, providing communication services, and creating virtual sites and stores<sup>11</sup>.

#### **Second - Trend of Expanding the Definition and Its Inclusiveness:**

Proponents of this view argue that e-commerce encompasses all electronic activities, including commercial activities conducted via the internet or using various electronic mediums.

Among the definitions provided in this trend:

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<sup>7</sup>- "Dictionary of Terms," 2001, p. 251.

<sup>8</sup>- Al-Jaridli, Jamal Zaki, "Electronic Sales of Counterfeit Goods via the Internet," Alexandria: Dar Al-Fikr Al-Jami'i, (n.d.), 2008, p. 63.

<sup>9</sup>- Hijazi, Abd al-Fattah al-Bayoumi, "Introduction to Arabic E-Commerce," Cairo: Dar al-Kutub, (n.d.), 2007, p. 16.

<sup>10</sup>- Matar, Issam Abd al-Fattah, "E-Commerce in Arab and Foreign Legislation," Alexandria: Dar Al-Jamia Al-Jadida for Publishing, (n.d.), 2009, p. 9.

<sup>11</sup>- Al-Ajarma, Mustafa Mousa, "The Legal Organization of Contracts via the Internet," Egypt: Dar Al-Kutub Al-Qanuniya and Studies for Publishing and Software, (n.d.), 2010, p. 30.

According to the Dubai Free Zone Law for Technology, Media, and E-Commerce, it is defined as: “The totality of activities conducted through electronic mediums, particularly the internet.<sup>12</sup>”

It is described as: “The entirety of commercial transactions or business activities that occur through electronic means.<sup>13</sup>”

It has also been defined as: “The totality of commercial relationships among internet users.<sup>14</sup>”

It is noteworthy that this definition is broader and more inclusive than the previous ones; it encompasses all commercial relationships of internet users.

Based on the definitions presented in both trends, e-commerce can be defined as: “The totality of commercial activities that occur through electronic mediums.”

This perspective aligns with the Algerian legislator in Law 18/05, where Article 6 states: “E-commerce: the activity carried out by an electronic supplier, proposing or guaranteeing the provision of goods or services at a distance to an electronic consumer, through electronic communications.<sup>15</sup>”

## **Second Demand - Definition of the Objective of Preserving Wealth:**

### **First - Definition of Objectives:**

#### **1. In Language:**

The term “objectives” is derived from the root word “قصد” (qasd), which in Arabic has several meanings, including: coming to something, straightness, moderation, fairness, justice, equity, breaking, stabbing, overpowering, coercion, and closeness<sup>16</sup>.

It can be said that the act of “qasd” in the Arabic language may mean: attaining a benefit, achieving an intention, or fulfilling a purpose<sup>17</sup>.

#### **2. In Terminology:**

After reviewing the definitions provided by scholars, both ancient and contemporary<sup>18</sup>, “objectives” can be defined in a legal context as: “The goals that

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<sup>12</sup>- Ismail, Muhammad Said, "Legal Protection for Commercial Transactions," Damascus: Halabi Publications, (n.d.), 2009, p. 29.

<sup>13</sup>- Badr, Ahmad Osama, "Protection of the Electronic Consumer," Alexandria: Dar Al-Jamia Al-Jadida for Publishing, (n.d.), 2004, p. 43.

<sup>14</sup>- Khalid, Kawthar Said, "Protection of the Electronic Consumer," Alexandria: Dar Al-Jamia Al-Jadida for Publishing, (n.d.), 2012, p. 60.

<sup>15</sup>- The People's Democratic Republic of Algeria, Law No. 18/05 concerning E-Commerce, Article 06, dated 10/05/2018, Official Gazette, No. 28, issued on 16/05/2018.

<sup>16</sup>- See: Al-Azhari, Abu Mansur Muhammad ibn Ahmad, "Tahdhib al-Lugha," ed. Qasim, Riyadh, Beirut: Dar al-Ma'rifa, 1st ed., 2001, 3/2971. Ibn Faris, Abu al-Husayn Ahmad ibn Zakariya, "Maqayis al-Lugha," ed. Haroun, Abdul Salam Muhammad, Beirut: Dar al-Fikr, (n.d.), 1979, 5/95-96. Ibn Manzur, Abu al-Fadl Muhammad ibn Makram, "Lisan al-Arab," Beirut: Dar Sader, (n.d.), 2003, 12/114-115.

<sup>17</sup>- See: Abdul Rahman, Taha, "Renewing the Approach in Evaluating Heritage," Casablanca: The Arab Cultural Center, 1st ed., 1994, p. 98.

the legislator considers in its rulings; in obedience to His servitude and in achieving the welfare of creation in both worlds.<sup>19</sup>”

## **Second - Definition of Wealth:**

### **1- In Language:**

In the Arabic language, “wealth” refers to anything that a person possesses<sup>20</sup>.

### **2. In Terminology:**

Scholars differ significantly in defining wealth, depending on their understanding of its concept and what falls under its definition and inclusions, striving to make the definition comprehensive and precise. There are two main approaches to defining wealth: the approach of the majority and the approach of the Hanafis.

#### **- Hanafi Approach:**

This group restricts the term “wealth” to tangible assets, excluding benefits. The Civil Code defines wealth as: “That which is inclined to human nature and can be saved for future needs, whether movable or immovable.<sup>21</sup>”

#### **-Majority Approach:**

This group considers wealth in terms of its utility, regardless of whether it is a tangible asset or a benefit. One of their definitions, mentioned by Al-Shatibi, is: “That which can be owned and controlled by the owner, if it is obtained lawfully.<sup>22</sup>”

## **Third - Definition of the Objective of Preserving Wealth as a Composite Term:**

Ibn Ashur states: “Preserving wealth means safeguarding the nation’s assets from destruction and from falling into the hands of others without compensation, as well as protecting the essential components of wealth from loss without compensation.<sup>23</sup>”

As is the case with Islam’s approach to human innate tendencies, which allows for their fulfillment within reasonable limits while promoting refinement and guidance to ensure they contribute positively to human welfare rather than harm, this is also true for the innate desire for ownership. Islam permits private

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<sup>18</sup>- See: Ma'ansar, Habiba, "The Purpose of Religious Freedom and Its Applications on the Muslim Minority in Spain," Doctoral Thesis, Batna 1 University, Faculty of Islamic Sciences, Department of Sharia, 2018, pp. 7-17.

<sup>19</sup>- See: the same reference, pp. 16-17.

<sup>20</sup>- See: Al-Fayyumi, Abu al-Abbas Ahmad ibn Muhammad, "Al-Misbah al-Munir in the Strange of Al-Sharh al-Kabir," Beirut: Scientific Library, 2/715.

<sup>21</sup>- Amin Effendi, Ali Haidar Khawaja, "The Pearls of Rulers in Explaining the Code of Laws," Beirut: Dar al-Jil, 1st ed., 1991, 1/100.

<sup>22</sup>- Al-Shatibi, Ibrahim ibn Musa, "Al-Muwafaqat," ed. Al-Salman, Abu Ubaida Mashhoor ibn Hasan, Saudi Arabia: Dar Ibn Affan, 1st ed., 1997, 2/10.

<sup>23</sup>- Ibn Ashour, Muhammad al-Tahir, "The Objectives of Islamic Law," Tunisia: Tunisian Distribution Company, (n.d.), 1985, p. 80.

ownership and simultaneously establishes systems and measures to mitigate the harmful effects that may arise from the excesses of this desire, such as social imbalance and the concentration of wealth within a small segment of society. Among the systems established for this purpose are those of zakat, inheritance, and social security. Thus, Islam considers wealth a necessity of human life and legislates incentives for its acquisition, preservation, and growth<sup>24</sup>.

### **Section One - E-Commerce as a Means of Preserving Wealth:**

In this section, we will examine to what extent e-commerce can preserve wealth by both promoting its existence and preventing its loss and corruption, as follows:

#### **First Demand - E-Commerce as a Means of Preserving Wealth in Terms of Existence:**

E-commerce, as a new method in financial transactions, must comply with Islamic law, achieving the objectives of the wise legislator regarding the protection of Muslims' wealth, both individually and collectively. To this end, those engaged in e-commerce must adhere to all that sustains and creates wealth in the manner intended by the Almighty (Exalted and Majestic). This includes:

##### **1. The Requirement of Consent in Contracts:**

The necessity for consent in contracts made through e-commerce, without which they are invalid. This is based on the narration by Abu Sa'id Al-Khudri (may Allah be pleased with him) who reported that the Prophet (peace be upon him) said: "Transactions are based on mutual consent."<sup>25</sup>

##### **2. The Call for Justice and Fairness in Transactions:**

This aligns with the verse of Allah: [Say, "My Lord has commanded justice..."](Al-A'raf 7:159), and His saying: [And, O my people, give full measure and weight in justice. And do not deprive people of their due..."](Al-An'am 6:152); for justice in commercial transactions is a fundamental principle in Sharia.

##### **3. Ensuring Legal Benefit for the Parties Involved:**

The contract is deemed valid if it brings about a benefit that contributes to the preservation of the five essential needs<sup>26</sup>. Ibn Ashur states: "As for the benefit, it is as its name implies—something that contributes significantly to improvement. Thus, it is derived from a form indicating a place where its derivation is

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<sup>24</sup>- Saudi Ministry of Awqaf, "The Objectives of Islamic Law," Saudi Arabia: Ministry of Awqaf, (n.d.), p. 27.

<sup>25</sup>- Narrated by Abu Dawood in his Sunan: Book of Leasing, Chapter on the Option of the Two Buyers, Hadith 3458, p. 535. And by Al-Tirmidhi in his Sunan, Book of Sales, Chapter on What Has Been Said About the Option of the Two Sellers, Hadith 1266, 3/356. And by Ahmad in his Musnad, Hadith 10935, 2/536. It was authenticated by Al-Albani. See: Al-Albani, "Irwa' al-Ghalil," Hadith 1283, 2nd ed., Islamic Office, 1985, 5/12.

<sup>26</sup>- See: Al-Alam, Yusuf Hamid, "General Objectives," Cairo: Dar al-Hadith, 3rd ed., 1997, p. 147.

abundant, here in a metaphorical sense. It appears to me that we should define it as a description of an action that results in goodness, meaning a benefit that is always or mostly for the public or a majority.<sup>27</sup>”

#### 4. Compliance with Legal Texts:

The motivation behind the contract must be lawful in itself and not a means to reach something impermissible or to forgo a duty<sup>28</sup>. This is corroborated by the saying of the Prophet (peace be upon him): “Actions are judged by intentions, and each person will have what they intended...”<sup>29</sup>”

#### 5. Honesty and Objectivity in Presenting Product and Service Information:

As narrated by Abu Khalid Al-Hakim bin Hizam, the Prophet (peace be upon him) said: “The two sellers have the option of canceling the transaction as long as they have not parted; if they are honest and clarify, they will be blessed in their sale, but if they conceal and lie, the blessing of their sale will be erased.”<sup>30</sup>”

### **Second Demand - E-Commerce as a Means of Preserving Wealth from Non-Existence:**

The wise legislator has prohibited various actions to preserve wealth, both for individuals and communities, as follows:

#### 1. Prohibition of Corruption in Contracts:

The legislator forbids any corruption that may affect contracts in commerce, leading to the violation of the five essential needs<sup>31</sup>. Ibn Ashur states: “Corruption is what opposes benefit; it is a characteristic of an action that invariably or mostly causes harm to the public or individuals.”<sup>32</sup>”

#### 2. Prohibition of Coercion:

There should be no pressure affecting the will of the contracting parties, known among jurists as “coercive duress.” If a party is forced into a contract<sup>33</sup>, that contract is invalidated because coercion constrains and compels the will. The legislator acknowledges this and does not establish rulings for contracts made under coercion, as narrated by Abu Dharr Al-Ghafari (may Allah be pleased with him), who reported that the Prophet (peace be upon him) said: “Indeed, Allah

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<sup>27</sup>- Ibn Ashour, "The Objectives of Islamic Law," p. 65.

<sup>28</sup>- See: Al-Shatibi, Abu Ishaq Ibrahim ibn Musa, "Al-Muwafaqat," Dar al-Ma'rifa, (n.d.), 2/230.

<sup>29</sup>- Narrated by Al-Bukhari in his Sahih, Algeria: Dar Al-Huda, (n.d.), 1992, Book of the Beginning of Revelation, Chapter on How the Revelation Began to the Messenger of Allah (peace be upon him), Hadith 1, 1/3.

<sup>30</sup>- Narrated by Al-Bukhari in his Sahih, Book of Sales, Chapter on the Two Sellers Having the Option Until They Separate, Hadith 2004, 2/743.

<sup>31</sup>- See: Al-Alam, Yusuf Hamid, "General Objectives," p. 147.

<sup>32</sup>- Ibn Ashour, "The Objectives of Islamic Law," p. 65.

<sup>33</sup>- Coercion is defined as: "the situation in which a person has no ability or choice left; as if threatened with death." See: Ibn al-Humam, Muhammad ibn Abdul Wahid, "Fath al-Qadeer," Dar al-Fikr, (n.d.), 9/234.

has forgiven my community for mistakes, forgetfulness, and what they are coerced to do.<sup>34</sup>”

### 3. Prohibition of Contracts that Include What is Forbidden:

Contracts must not violate a legal text<sup>35</sup>, such as those involving the sale of alcohol, which is explicitly prohibited in the Quran: [O you who have believed, indeed, intoxicants, gambling, stone alters [to other than Allah], and divining arrows are but defilement from the work of Satan, so avoid it that you may be successful. Indeed, Satan only wants to cause between you animosity and hatred through intoxicants and gambling and to avert you from the remembrance of Allah and from prayer. So avoid it.] (Al-Ma'idah 5:90-91).

### 4. Prohibition of Error in Transactions:

This includes errors in the description of the item being contracted or its type. For example, if someone buys a bag represented as leather but it turns out to be made of compressed cardboard, the contract is not binding, and the party misled by the error can rescind the contract because the desired description is missing<sup>36</sup>. If the error pertains to the type of the item, such as buying jewelry thought to be gold but is actually copper, the contract is void due to the absence of the item itself<sup>37</sup>

### 5. Prohibition of Gharar (Uncertainty):<sup>38</sup>

Contracts involving gharar are forbidden, as narrated by Abu Huraira (may Allah be pleased with him), where the Prophet (peace be upon him) said: “He forbade the sale of gharar.<sup>39</sup>” This prohibition serves to protect wealth from loss and reduce disputes among people. If there is misleading or deception regarding the existence of a desired attribute, the misled party has the right to rescind the contract<sup>40</sup>.

### 6. Prohibition of Injustice:

Engaging in injustice leads to a lack of trust and instability in transactions. One form of injustice is cheating in weights and measures, as stated in the Quran:

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<sup>34</sup>- Narrated by Ibn Majah in his Sunan, Beirut: Dar Ihya al-Turath al-Arabi, (n.d.), Book of Divorce, Chapter on the Divorce of the Coerced and the Forgetful, Hadith 2043, 1/659. It was authenticated by Al-Albani. See: Al-Albani, "Irwa' al-Ghalil," Hadith 82, 1/123.

<sup>35</sup>- See: Al-Shatibi, "Al-Muwafaqat," 2/230.

<sup>36</sup>- See: Ibn al-Humam, "Fath al-Qadeer," 6/431. Al-Zarqa, Mustafa Ahmad, "The Legal Introduction," Beirut: Dar al-Qalam, 1st ed., 1998, 1/466.

<sup>37</sup>- See: Al-Zaylai, Othman ibn Ali, "Tabyin al-Haqa'iq," Dar al-Kitab al-Islami, (n.d.), 4/53.

<sup>38</sup>- Gharrar is defined as: "what its matter is concealed and its consequence is hidden." Al-Shirazi, Abu Ishaq Muhammad ibn Ali, "Al-Muhtadhab," Beirut: Scientific Library, 1st ed., 1995, 2/12.

<sup>39</sup>- Narrated by Muslim in his Sahih, Beirut: Dar Ibn Hazm, 1st ed., 1998, Book of Sales, Chapter on the Invalidity of Sale by Pebbles, and Sale with Gharrar, Hadith 1513, p. 814.

<sup>40</sup>- See: Ibn Rushd, Abu al-Walid Muhammad ibn Ahmad, "Bidayat al-Mujtahid wa Nihayat al-MuqtaSid," Beirut: Scientific Library, 10th ed., 1988, 2/182.

[Woe to those who give less [than due] and who, when they take a measure from people, take in full. But if they give by measure or by weight to them, they cause loss.] (Al-Mutaffifin 83:1-3).

#### 7. Prohibition of Concealing Hidden Defects:

One party must not conceal a hidden defect known to them in the subject of the contract, as this constitutes deceit. The party misled has the right to annul the contract, and the buyer retains the legal option to do so if a defect appears in the sold item<sup>41</sup>.

#### 8. Prohibition of Deception:

As narrated by Abu Huraira (may Allah be pleased with him), the Prophet (peace be upon him) said: "Whoever deceives us is not one of us."<sup>42</sup> It is essential to maintain credibility in contracts so that each party can trust the other.

#### 9. Prohibition of Usury (Riba) in All Forms:

This is based on the verse: [...that is because they say, "Trade is just like usury." But Allah has permitted trade and has forbidden usury...] (Al-Baqarah 2:275). Ibn Kathir comments on this verse, explaining that it responds to their objections, affirming Allah's distinction between the two, as He is wise and knows what benefits His servants and what harms them<sup>43</sup>.

#### 10. Prohibition of Stealing People's Wealth Without Right:

This is one of the major sins, and the punishment for it is established due to Allah's statement: [As for the thief, the male and the female, amputate their hands in recompense for what they earned as a deterrent [punishment] from Allah. And Allah is Exalted in Might and Wise.] (Al-Ma'idah 5:38). Ibn Ashur notes: "The wisdom behind the prescribed punishment for theft is a deterrent to prevent recurrence, aimed not at vengeance but at reform."<sup>44</sup>

#### 11. Understanding the Objectives of the Wise Legislator in Enacting Limits:

The objectives of Sharia in establishing limits, retribution, and penalties are threefold: to discipline the offender, to satisfy the victim, and to deter those who might follow the example of wrongdoers<sup>45</sup>.

### **Section Two - The Ruling of E-Commerce as a Means to Achieve the Objectives of the Wise Legislator Regarding Wealth:**

#### **First Demand - The Ruling on Newly Established Contracts:**

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<sup>41</sup>- See: Al-Zarqa, "The Legal Introduction," 1/466.

<sup>42</sup>- Narrated by Muslim in his Sahih, Book of Faith, Chapter on Whoever Deceives Us is Not One of Us, Hadith 164, p. 65.

<sup>43</sup>- Ibn Kathir, Abu al-Fida Ismail ibn Umar, "Tafsir al-Quran al-Azim," ed. Al-Salama, Sami ibn Muhammad, Riyadh: Dar Taybah, 2nd ed., 1999, 1/709.

<sup>44</sup>- Ibn Ashour, "Tafsir al-Tahrir wa al-Tanwir," Tunisia: Tunisian Distribution Company, (n.d.), 6/190-194.

<sup>45</sup>- Ibn Ashour, "The Objectives of Islamic Law," p. 205.

Jurists view contracts as legitimate, legal causes<sup>46</sup>. The intent of the contracting parties is limited to creating the contract, which is the essence of the legal cause here. However, its effects are the result of the legislator's will; for example, the ruling of sale transfers ownership, which is established by the legislator, not solely by the will of the contracting parties.

Arabs have recognized many types of contracts, and people continue to innovate new types due to evolving needs over time. The question arises: Should transactions be limited to those permitted by Sharia, or is it permissible to establish contracts that were not previously known based on necessity and practical use?

The majority of jurists (from the Hanafis, Malikis, Shafi'is, and Hanbalis) hold that the default ruling for newly established contracts and related conditions is permissibility, unless there is evidence of their contradiction to Sharia or violation of its texts<sup>47</sup>.

### **Second Demand - The Objectives of Sharia Regarding Wealth:**

Ibn Ashur states: "The legal objectives concerning wealth can be summarized in five matters: its circulation, clarity, preservation, stability, and justice."<sup>48</sup> He elaborates on each objective with foundational support and examples.

#### 1. Circulation:

This refers to the movement of wealth among as many people as possible in a lawful manner. He mentions that facilitating transactions as much as possible and prioritizing beneficial aspects over minor harms are means to increase wealth circulation. The ease of circulation relies on the convenience of transfer, the acceptance of long-term savings, the abundance of desires for acquisition, and the ease of dividing wealth into smaller parts.

#### 2. Clarity:

This involves minimizing harm and exposure to disputes as much as possible. Therefore, witnessing and pledging are legislated in transactions involving debt.

#### 3. Preservation:

Its basis is the verse: [O you who have believed, do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful].] (An-Nisa 4:29). The preservation of individual wealth is

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<sup>46</sup>- See: Al-Ghazali, Abu Hamid Muhammad ibn Muhammad, "Al-Mustasfa," Beirut: Dar Sader, (n.d.), 1/313.

<sup>47</sup>- See: Al-Shafi'i, Abu Abdullah Muhammad ibn Idris, "Al-Risala," ed. Shakir, Ahmad, (n.d.), 1939, p. 232. Ibn Rushd, "Bidayat al-Mujtahid wa Nihayat al-MuqtaSid," Beirut: Scientific Library, 10th ed., 1988, p. 161. Ibn Taymiyyah, Abu al-Abbas Ahmad ibn Abdul Halim, "Majmu' al-Fatawa," Ibn Taymiyyah Library, (n.d.), 29/127.

<sup>48</sup>- Ibn Ashour, "The Objectives of Islamic Law," p. 175.

significant, and transgressing it incurs sin; it is even more critical for the wealth of the community.

#### 4. Stability :

Ibn Ashur refers to the establishment of wealth for its owners in a way that is free from danger and dispute. The objective of Sharia regarding the stability of ownership and acquisition involves several matters<sup>49</sup>.

#### 5. Justice

This means that wealth should be acquired in a manner that is not unjust, whether through the work of its owner, compensation with its owner, or as a gift, or through inheritance. Observing justice involves safeguarding public interests and preventing harm.

#### The Third Requirement: The Ruling on E-Commerce in Islamic Law

Based on the previous discussion of the first two requirements, it can be concluded that e-commerce is a new transaction because it is based on electronic media. Therefore, it is subject to the same conditions of validity of contracts as other new transactions, as well as its compatibility with the objectives of the wise legislator regarding wealth.

Whenever the conditions of validity are met and the objectives of the legislator are achieved, its ruling is permissible; otherwise, it is not permissible .

Ibn Ashour states: "The rulings of validity and invalidity in all contracts concerning property and acquisitions are based on the observance of the objectives of Islamic law in financial transactions. A valid contract is one that fulfils the objectives of the law and is consistent with its intended purpose, while an invalid contract is one that does not fulfil some of the objectives of the law. Minor defects may be overlooked in favour of promoting the stability of contracts, such as in the case of voidable sales that meet certain established obstacles in jurisprudence".<sup>50</sup>

#### **Conclusion:**

In conclusion, the following results can be reached:

1. E-commerce is a new financial transaction.
2. E-commerce, when constrained by the commands and prohibitions of the wise legislator, serves as a means to preserve wealth as a legal objective in both existence and non-existence.
3. E-commerce that aligns with Sharia is consistent with the objectives of the Almighty (Blessed and Exalted) regarding wealth.

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<sup>49</sup>- The previous reference, pp. 175-183.

<sup>50</sup>- Ibn Ashour, "The Objectives of Islamic Law," p. 183.

4. E-commerce falls within the realm of what is permissible, as long as it does not contradict Sharia.

**Recommendations:**

At the end of this research, the following recommendations can be made:

1. The necessity of regulating e-commerce through laws to protect participants from injustice and financial theft.
2. Encouraging investment in the field of information technology and the telecommunications sector.
3. Promoting the use of electronic payment systems in services and facilitating their procedures and usage.
4. The need to develop advanced digital infrastructure and increase internet speed.