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Analysis Of Food Ordering Agreement Through Application Of Online Transportation System In Islamic Economic Overview

Sahala Fajarillah Sitohang¹, Marliyah², Maryam Batubara³¹Universitas Islam Negeri Sumatera Utara, Indonesia, fssitohang0@gmail.com²Universitas Islam Negeri Sumatera Utara, Indonesia, marliyah@uinsu.ac.id³Universitas Islam Negeri Sumatera Utara, Indonesia, maryam.batubara@uinsu.ac.id*Corresponding Author: fssitohang0@gmail.com

Abstract: This research analyzes food ordering contracts via online transportation applications from an Islamic economic perspective. It was found that there are various electronic contracts that influence society, including the perception that booking contracts can be considered haram or contain gharar, affecting beliefs and the online transportation ecosystem. This research methodology is descriptive qualitative with primary data sources from interviews and secondary sources from books and papers. Data collection techniques include observation, interviews and documentation. The research results show that in Go-Food services by PT Go-Jek there are ijarah, wakalah, sale and purchase and musyarakah contracts. Ijarah contracts occur in service transactions, wakalah contracts when consumers represent purchases, sale and purchase contracts when drivers buy food, and musyarakah contracts in collaboration between PT Go-Jek and drivers. In addition, analysis of OVO top-up transactions shows that it is compatible with the Sarf contract, although a small number of users still consider it a Qardh contract due to the lack of socialization regarding the type of contract in OVO transactions.

Keyword: Contracts, Transactions, Go Pay.

INTRODUCTION

A contract is a bond, decision or strengthening or agreement, or an agreement or transaction can be understood as a commitment that is embedded in sharia values, in detail the contract is the relationship between Ijab (statement/offer/transfer of ownership) and qabul (statement of acceptance of ownership) within the scope of sharia which is prescribed and has an effect on something (Ascarya, 2011). In Islamic economics, contracts are important for the implementation of sharia economics, contracts are the spirit and foundation that sharia economic stakeholders hold on to. What differentiates sharia from conventional economics is in terms of the contract, from the contract the goods can be halal and haram.

As found in surah al-maidah verse 1, Allah swt said:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَى عَلَيْكُمْ غَيْرِ مُجْلِى الصَّيْدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

"O you who believe, fulfill the vows. Livestock are lawful for you, except for what will be recited to you. (that is) by not allowing hunting while you are performing Hajj. Indeed, God establishes laws according to what He wants".

The verse above emphasizes how important it is that we fulfill our commitments in this life, because any promise or commitment that we do not fulfill will be held accountable in the afterlife. According to Wahbah Zuhaili, akad is the relationship between ijab and qabul that is justified by syar'a and has certain legal implications (Ghozali, 2018).

Currently online business is mushrooming in the world, from the presence of Amazon, Alibaba, Tokopedia, Lazada, Shopee, Bukalapak to online transportation starting from the initial presence of Grab and Gojek, this makes it easier for consumers to choose the product they want by holding their hand or finger. Transportation comes from The word trans means across and on the other side and portare which means to carry and carry. Transportation is defined as an activity of moving goods or people from their original place to their destination (Anindhita et al., 2016).

Online motorbike taxi transportation is an innovation from conventional to contemporary, where online providers offer various applications and services only from smartphones, consumers can order various choices or needs just by accessing the application. Online transportation makes it easy to order and make transactions, online transportation is very efficient and effective because consumers don't need to walk to a Pengkalan motorbike taxi, they just have to wait for the online motorbike taxi driver to arrive (Anindhita et al., 2016). Grab is an application technology company headquartered in Singapore which has served the people of Southeast Asia, especially Indonesia, and the aim of Grab in all Indonesian cities is to increase the economic and social impact on partners who are members of the Grab company (Saaty, 2016), while the presence of Gojek which is headquartered in Indonesia, whose owner Nadem Makarim was founded in 2010, is a social company with the aim of improving the welfare of workers in various informal sectors in Indonesia.

There are two unequal forces in online business, namely between the bargaining position (control of capital/funds, technology and skills) and the party whose bargaining position is weak, in this case the online partner (HERAIOKO, 2016), even though in Islamic economics both parties must cooperate with each other. profitable and not detrimental to one of the other parties, you can use a wadiah (entrustment) or Mudharabah contract (cooperation between two related parties, between the owner of the capital and the one who manages or runs the capital) or you can use a Musyarakah contract.

In modern times like this, contracts or transactions are not only carried out traditionally but can also be carried out through technology (Ariyadi, Aumalia Hanipah, 2024). Technological advances that have developed significantly can now be seen and felt in various business applications, one of which is Gojek. Apart from that, the payment system offered is not just cash payments, but non-cash payments such as virtual pay or electronic money. Electronic money is an electronic means of payment that is obtained by depositing a certain amount of money to the issuer, either directly or debiting via a bank. The value of the money is entered into the value of money in electronic money media in rupiah units which can be used for payment transactions by deducting directly value of money in electronic money media (Sari et al., 2016).

Go-Jek services have many features, including Go-Send, Go-Mart, Go-Massage, Go-Clean, Go-Box, Go-Glam, Go-Clean, Go-Bill, GoRide, Go-Car, Go Food, Go-Pay (www.Gojek.com) there are three online payment services or digital wallets that are currently competing, including Go-Pay with its Go-Jek service, Ovo with its Grab service and Cash Funds. The partnership agreement in online transaction services (Go-Jek) in the Islamic

economy uses a qirad agreement. As regulated by DSN MUI Fatwa Number: 07/DSN-MUI/IV/2000 concerning Mudharabah (Qirad) financing.

The cooperation agreement between the driver and Gojek is a partnership, not an employee, this is what has become a polemic in society, where there is no clarity about the future of Gojek partners, this makes the position of Gojek partners weak when confronted by the Gojek company and Gojek partners do not have high bargaining power. because it is the company that regulates rates and bonuses, there is no balance between Gojek partners and Gojek and this is what makes them submit demands for changes to Law no. 13 of 2003 regarding employment, this is so that their partnership position is regulated clearly in the law. Go-Jek also provides several service features, including Go-Ride, Go-Car, Go-Send, Go-Pay, Go-Clean, Go-Pat and Go-Food.

In the Go-Food service feature available on the Go-Jek application, there is a delivery service provided by the Go-Jek company to buy and deliver food orders to consumers. This service involves 3 (three) parties, namely consumers, business actors and motorcycle taxi drivers (drivers). In relation to its collaboration with business actors, Go-Jek is also one of the companies that applies the highest marketing fees compared to other online motorcycle taxi companies (www.go-jek.com). When compared with Go-Jek offices in other cities, Madiun city has the highest marketing fee, namely 20% and cannot be negotiated. This is different from other cities where up to 12% can be negotiated (Mayziras, 2020). for business partners who register in the period 25 January 2021-4 March 2021 via the GoBiz application and have agreed to apply the initial commission scheme of 12 percent + IDR 5,000, have the opportunity to change to a commission scheme of 20 percent + IDR 1,000 and other online food delivery platforms also apply commission system. GrabFood applies a higher commission of 30 percent, while Shopee Food applies a commission of 20 percent (www.liputan6.com).

This is very detrimental to MSME merchandise because the profits are very small and it is very profitable for online motorcycle taxi managers. PT partnership agreement. According to researchers, Go-Jek Indonesia with Driver Partners is also included in Syirkah al-'inan, namely the combination of assets or capital of two or more people which are not always the same in amount. One party may have greater capital than the other party (Ariyadi et al., 2024). Profits are divided in half according to a pre-agreed percentage, as are losses. Just like the partnership agreement entered into by PT. Go-Jek Indonesia towards driver partners, where the parties have their own capital and the profits are shared between the company and its partners according to the agreement in the agreement, namely 80% for the driver partner and 20% for the company (Hidayat, 2022). However, this is contrary to the actual conditions, because the partners own the assets, Gojek only provides application and Gopay facilities and services, the rest is the responsibility of the Go-Jek partners. This is the basis of this research.

METHOD

The research in this writing is qualitative to determine how the contract for ordering food through an online transportation system application looks like in Islamic economics. Then this research also uses informants to determine the ordering contract model which includes legal, contract, partnership between the driver and Gojek.

The selection of respondents in this study was carried out by purposive sampling (deliberately) taking into account the respondents' understanding of the analysis of food ordering contracts through online transportation system applications in Islamic economics. The number of respondents in this study consisted of seven people who were considered competent and represented the entire population. that they are people who are masters or experts in their fields. In this research, the data used is primary data obtained from in-depth interviews with experts and practitioners, and regulators who have an understanding of the problems discussed. Followed by analysis of the results of interviews with experts. Interview data is ready to be

processed in complete written form. Meanwhile, secondary data used in this research is in the form of previous journals that are related to this research, books that are relevant to this research and classical books that were previous references in this research.

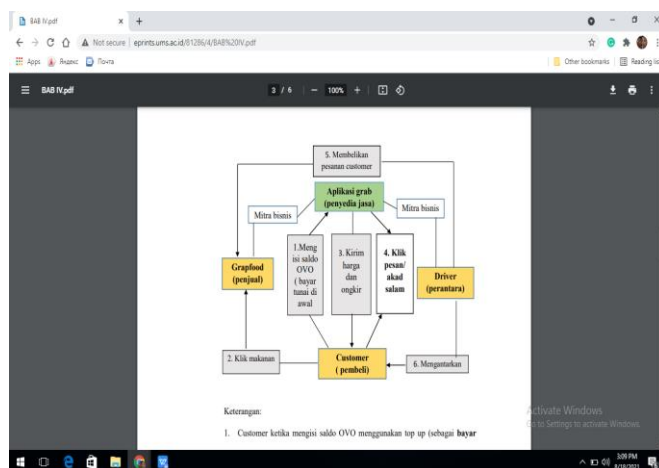
The selection of informants in this study was carried out purposively by considering the informants' understanding of the analysis of food ordering contracts through online transportation system applications in Islamic economics. study.

To ensure the validity of data in qualitative research, credibility test methods are used such as extended observations, persistence of observations, triangulation (source, technique and time), and use of reference materials. Extended observation and persistence improves understanding and accuracy of the data. Triangulation ensures data consistency across multiple sources, techniques, and time. The use of reference materials supports the validity of the data with additional evidence such as photos and authentic documents. Data collection techniques in this research include observation, interviews and documentation. Observation involves direct observation of the conditions of drivers and consumers in ordering transactions. Interviews were conducted by asking verbal questions to drivers, consumers and Go-Jek office leaders to obtain in-depth information. Documentation includes taking pictures that document events and supporting research results with photos of drivers and consumers.

RESULTS AND DISCUSSION

Analysis of Islamic Law on Purchasing Food Using OVO Payment Method

Researchers will analyze from the perspective of Islamic contract theory the purchase of food by paying OVO. Muamalah contracts carried out in ordering transactions via the GrabFood feature by paying with the OVO system in the Grab application are included in the category of Islamic buying and selling contracts, as explained in.



Source: OVO Indonesia

Figure 1. Conceptual Framework

Information:

1. When customers top up their OVO balance using top up (as an initial cash payment), make sure the balance is sufficient when ordering.
2. Customers open the Grab application by clicking on food.
3. Grab, which provides the Grab application, automatically sends a list of prices and shipping costs via cellphone to customers.
4. The customer orders the food they want, then clicks order and an Islamic Agreement occurs between Grab as the transportation service provider (which partners with the restaurant) as the party receiving the order (Muslam Ilaih) and the customer as the party ordering (Muslim).

5. Drivers as Grab business partners confirm with customers to buy or pick up the food the customer ordered.
6. Drivers as Grab's business partners deliver food orders to customers.

Based on the scheme explained, the Islamic buying and selling contract in food ordering transactions via the Grab application involves several parties and stages. First, the Grab company as an application provider and restaurant partner receives orders from customers. Second, the customer orders food and pays using the OVO balance. Third, Grab drivers act as intermediaries to pick up and deliver orders to customers.

Although Islamic contracts are generally related to material goods or objects, in this context, contracts also involve benefits, rights and services. This scheme shows that the sale and purchase agreement is carried out by means of advance payment using the OVO balance (Ijab) and receipt of goods/services (Qabul) is made after payment. The terms of the contract include cash payment in advance, clear specifications of the goods, agreed time and place of delivery, and accuracy of the size and nature of the goods. With the convenience of the GrabFood service, transactions become more instant and transparent, minimizing misunderstandings between drivers and customers.

Contract forms in food purchase transactions through Go-Food PT services. Go-Jack

In the current digital era, online application-based businesses such as PT. Go-Jek has grown rapidly with Go-Food services to make purchasing food easier. The following is a summary of the transaction process for Go-Food services:

1. Consumers download the Go-Jek application and choose the Go-Food service to order food.
2. Consumers select the type of food and restaurant from the application, and enter the order amount.
3. Consumers confirm the order and choose a payment method, such as OVO balance.
4. Drivers confirm orders and pick up food from restaurants to be delivered to consumers.
5. The driver delivers the order to the consumer's address, and the consumer pays according to the price stated on the receipt.
6. Drivers upload proof of payment to the application and consumers provide ratings for driver services.

This process involves PT. Go-Jek as a service provider, drivers as delivery people, merchants as food providers, and consumers as application users. The four parties play a role in the transaction, which includes partnership collaboration, buying and selling, and services.

Top-up transactions on the OVO application

A. Qardh

Qardh is a deduction which is meant as an asset that is lent from someone to another person who needs that asset (Mahamood, 2013). The assets lent are pieces or parts of the assets owned by the lender. The aim itself is to help with capital in the business owned by the person who borrows the assets. This loan is not subject to interest by the owner of the property or the person lending the property because it is based on the principle of mutual assistance to fellow human beings. However, the borrower is obliged to return the property in accordance with what was borrowed from the beginning with the nominal intention or amount must be the same and does not depend on the profits and losses from the business obtained by the borrower of the property. Based on the words of Allah SWT in Surah Al-Maidah verse 2:

"... help each other in goodness and piety, and do not help each other in acts of sin and enmity" (Q.S. Al-Maidah: 2)

The legal basis of Qardh is based on Al-Qur'an, Al-Sunnah and Ijma' ulama. The foundation based on the Al-Qur'an is in Surah Al-Baqarah in verse 245: "Whoever wants to give a loan to God, a good loan (spends his wealth in the way of God), then God will multiply the payment to him many times over. ." (Ibid: 39).

Based on the words of Allah SWT in Surat Al-Hadid: 11:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

"Whoever lends God a good loan, then God will multiply (reward) the loan for him, and he will receive a great reward." (Q.S. Al-Hadid: 11).

Based on the words of Allah SWT in Surat An-Naml: 89:

مَنْ جَاءَ بِالْحَسَنَةِ فَلَهُ خَيْرٌ مِنْهَا وَهُمْ مِنْ فَزَعٍ يَوْمَئِذٍ آمِنُونَ

"Whoever does good, he will get a better (reward) from it, while those are the people who will be safe from the terrible shock of that day."

The foundation is based on Ijma' on religious teachings that really pay attention to the needs of its people. Therefore, the ulama allow the practice of qardh contracts because these contracts are mandub (recommended) for the muqiridh (the person who owes the debt) and permissible for the muqtaridh (the person who is owed) in the ulama's agreement regarding the qardh contract is also based on human nature which requires mutual feelings. help and help each other in need because not everyone in this world has the goods or possessions they need. (Sri Sudiarti, 2018).

Based on the provisions in article 612 of the Compilation of Sharia Economic Law (KHES) it is stated that the borrower must repay the loan within the specified time. Of course, it can be concluded that based on the Compilation of Sharia Economic Law (KHES), it can be said that the company, namely OVO, as a service provider in the top-up practice, is obliged to take the user's money worth the nominal amount that the user deposits in the digital wallet application. So if the problem in the research is whether the top-up practice contains debts and receivables and what is the contract if analyzed from the qardh contract, does this practice contain debts and receivables?

As the author mentioned earlier, Qardh has several conditions for it to be considered a debt and receivable, such as:

- a. Contracts that are done in ijab (sighat) and kabul
- b. Obligatory to speak law or baligh
- c. When the property is returned to the owner, it must have the same size, quantity, type and quality of the property as when it was borrowed from the beginning (Imam Mustofa: 172).

The refund will be returned in full to the user when the user uses the money in the same amount as the money saved by the user. Then with the problem of contracts between users and companies, it is known that qardh contracts are carried out with consent and kabul or other forms that can replace them. And the company uses money from users which is entrusted to the application with the aim of getting assistance to run a business or business in the form of digital wallet services (online payments) so that users also directly participate in helping the welfare and progress of the company. Apart from that, the reason that this qardh contract is related is that later the company will also return the user's money in full when the user uses his rights, namely that the money will be used in buying and selling transactions.

B. Wadi'ah

According to Wabbah Zulaily, it comes from the word wada'a, which means to leave or it can also be put down something that belongs to someone for the purpose of maintenance or guarding. Epistemologically, Wadi'ah means one who is entrusted or can also be interpreted as being entrusted to look after something. In terms of terminology, the author quotes two fiqh experts, namely:

- Imam Hanafi defines the meaning of Wadi'ah as involving other people by caring for wealth, either with clear expressions, through actions or through gestures.
- The Malikiyah school of thought defines wadi'ah as property that is delegated to someone to look after.
- Syafi'iah means an object that is kept in someone else's place to be looked after.
- Hambaliah means an asset that is handed over to someone to look after it without any compensation.
- Meanwhile, most Contemporary Ulama interpret Wadi'ah as a deposit of control over goods from one party to another party, either an individual or a legal entity, with the aim of intensive maintenance and can be returned at any time, when the depositor (the original owner of the goods) want to take it. (Widayatsari, 2013).

In establishing wadi'ah law, classical and contemporary scholars of course base their arguments on the legal foundations of Islam as in Surah An-Nisa: 58

﴿إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ أَنْ تَحْكُمُوا بِالْعَدْلِ إِنَّ اللَّهَ نِعِمَّا يَعِظُكُمْ بِهِ إِنَّ اللَّهَ كَانَ سَمِيعًا بَصِيرًا﴾

"Indeed, Allah commands you to deliver the mandate to those who deserve it, and (commands you) when establishing laws between people that you establish them justly. Indeed, Allah gives you the best lessons. Indeed, Allah is All-Hearing and All-Seeing." Also, as mentioned in Al-Baqarah: 283

According to Hanafi clerics, there is only one rukun wadi'ah, namely a statement of the will of the entruster and a statement of the recipient's willingness to be entrusted (or sighat ijab and qabul), not much different from the opinion of the jumhur ulama', who say that there are rukun wadi'ah three, namely the contract, the goods to be entrusted and the statement of will (sighat ijab and Kabul) which is carried out with words or actions. Jumhur ulama' requires that the contract actor must be mature, sensible and intelligent, remembering that wadi'ah itself is actually quite risky for the needs of the assets entrusted. Smart people here must know all forms of prevention against deviation, which in modern life must be in accordance with local positive law provisions so that the rights of both parties can be protected. In wadi'ah there are two types such as:

- Wadi'ah amanah, which means that the goods given by the depositor may not be used or exploited for the benefit of the depositor. The characteristics of wadi'ah are as follows: Firstly, the recipient of the entrusted goods is a person who has gained trust. Second, assets, capital and goods in custody must be separated. Third, assets in trust cannot be used. Fourth, the recipient of the deposit does not have the right to utilize the savings. Fifth, the recipient of the entrustment does not have to compensate for any risk of loss unless the loss or damage is the result of the negligence of the recipient of the entrustment.
- Wadi'ah Dhammah or guaranteed savings, where savings that have not been returned to the depositor can be utilized by the recipient of the deposit, and if there is intentional damage by the recipient of the deposit then he must compensate for the loss. The recipient of the deposit is not responsible if damage or loss occurs without any element of fault.

Issuance and Top-Up Transactions (Top-Up)

Electronic money issuance and top-up transactions occur between the issuer and the user. The DSN-MUI fatwa regarding electronic money states that the contract that applies between the issuer and the user is wadiah or qardh. The fatwa explains the provisions and limitations of each contract. One of the things that is not included in the fatwa is an explanation of how electronic money transactions can be concluded using a wadiah or qardh contract. Therefore, the following will provide a brief explanation regarding these two contracts in relation to transactions between publishers and users.

a) Electronic money transactions use wadiah contracts

In simple terms, wadiah is defined as a deposit. In the discussion of muamalah fiqh, in terms of terminology, referring to the opinion of the majority group of ulama (Syafi'iyah and Malikiyah), the wadiah contract means a form of representation to safeguard an item of ownership in a certain way (Az-Zuhayli, n.d.). Wadiah is included in the categories of jaiz, amanah, and tabarru' contracts (the opposite of which are ordinary, dhamanah, and tijari). Consequently, the contract can be terminated at any time without having to wait for the other party's approval, based on mutual trust and mutual assistance.

The fatwa explains several provisions of the wadiah contract in relation to electronic money transaction activities, namely:

1. The nominal amount of electronic money is a deposit that can be taken/used by the holder at any time;
2. The nominal amount of electronic money deposited may not be used by the recipient (issuer), except with the card holder's permission;
3. In the event that the nominal amount of electronic money deposited is used by the issuer with the permission of the card holder, the deposit agreement (wadiah) changes to a loan agreement (qardh), and the responsibility of the recipient of the deposit is the same as the responsibility in the qardh contract;
4. The relevant authorities are obliged to limit issuers in the use of funds deposited with cardholders (float funds);
5. The use of funds by the issuer must not conflict with sharia principles and statutory regulations.

Next, an analysis of the application of the wadiah contract to electronic money transactions is presented as follows:

1. Identification of the pillars of the wadiah contract. The pillars of the wadiah contract according to the majority of scholars are four, namely the two contracting parties (the depositor and the entrusted), the deposit, and the highh of the contract (ijab and qabul) (Az-Zuhayli, n.d.). In an electronic money transaction, the two contracting parties are the issuer and the user, then the deposit item (object of the contract) is the money deposited by the user to the issuer, and shighat is the agreement of each contracting party.
2. Wadiah contract mechanism in electronic money transactions. After identifying the pillars of wadiah, it can be described that when a user hands over a sum of cash to the Issuer, the user is considered to be entrusting the money to the Issuer. As a sign of the money entrusted to him, the Issuer provides proof of deposit, namely the value of electronic money stored on chip (card) or server (device) media.
3. Analysis of the application of wadiah contracts in electronic money transactions. Wadiah contracts are included in the category of trust contracts. The purpose of a trust contract is that the assets held by the recipient of the trust are a trust that must be safeguarded for the benefit of the owner. Therefore, the entrusted party is not responsible for any disaster that befalls the entrusted item unless there is an element of negligence in looking after it (Ministry of Waqf and Religious Affairs, Kuwait, n.d.). Wadiah objects are items that must be looked after and must not be used by the party entrusted to them. For wadiah objects in

the form of objects (other than money), these provisions are easy to implement. However, if the object is money, these provisions are difficult to fulfill. The reason is that protecting a wadiah object is preserving its form ('ain) not its value (qimah).

b) Electronic money transactions use qardh contracts

The qardh contract, according to the opinion that is widely known among Hanafiyah fuqaha', means something that is given to another person to be returned as before. Meanwhile, according to other schools of thought, qardh means giving something to someone else by requiring a return of the item given. The fatwa includes several qardh provisions in relation to electronic money transaction activities, namely:

1. The nominal amount of electronic money is debt which can be taken/used by the holder at any time;
2. Issuers can use (invest) debt money from electronic money holders;
3. The issuer is obliged to return the principal amount of the electronic money holder's receivables at any time according to the agreement;
4. The relevant authorities are obliged to limit issuers in the use of loan funds (debt) from card holders (float funds);
5. The use of funds by the issuer must not conflict with sharia principles and statutory regulations.

Furthermore, the explanation of the application of the qardh contract in electronic money transactions is as follows:

1. Identification of the pillars of the qardh contract. The pillars of a qardh contract according to jumhur, as are generally the pillars of a contract, are the existence of two parties who agree, the existence of the object of the contract, and highhah (acceptance). When applied to electronic money transactions, then the Issuer and the user are two contracting parties, the money deposited by the user to the Issuer is the object of the contract, and the consent of each contracting party is final.
2. Qardh contract mechanism in electronic money transactions. The occurrence of a qardh contract in electronic money transactions is illustrated by the fact that the money deposited by the consumer to the issuer is considered a debt that must be returned later. This means that as soon as a cash deposit is received from a user, the publisher is considered to owe the user a debt. As a sign of debt, the issuer provides proof in the form of the value of electronic money stored on chip (card) or server (computer/device) media.
3. Analysis of the application of qardh contracts in electronic money transactions. In contrast to qardh, ownership of assets in a wadiah contract does not transfer from the depositor to the entrusted party, whereas in qardh ownership of the assets is transferred to the party who owes it (muqtaridh). In terms of the use and utilization of goods, this is not permitted in the object of the wadiah contract, on the contrary it is permitted in the object of the qardh contract (Al-Masry, 2001). The consequence of this provision is that the object of the electronic money transaction contract with the qardh contract, namely the money deposited by the user to the Issuer, can be managed/used further, including mixing it with other goods. This means that the issuer is only charged with maintaining the value of the money (qimah), not its physical form ('ain).

Experts say that electronic money transactions are often carried out using *at-family*, namely a statement of will characterized by an action that can be understood as an intention to carry out a transaction. In electronic money transactions, *shighah* (form of statement) can be in the form of speech, writing, or at-ta'athi. Speech occurs when the user expresses the intention to top up the balance directly. Writing occurs when users top up their balance or make payments via electronic devices. Meanwhile at-ta'athi appears when the card user makes a payment by touching the card to the scanner. In electronic money transactions, there is not always a clear editorial that mentions the implementation of contracts such as wadiah, qardh, sale and

purchase, or rental. Shighah is often expressed through actions or statements that describe the contract without explicitly mentioning the name of the contract (Rusydiana & Devi, 2013). Therefore, the type of contract in electronic money transactions is determined based on the meaning of the actions and statements made, taking into account that speech can have different meanings and must be understood in the context of custom ('tradition').

CONCLUSION

Based on the results of the research and discussion, it can be concluded that food buying and selling transactions through Go-Food services on the Go-Jek application involve various forms of contracts in muamalah fiqh, namely rental contracts (ijarah), wakalah, buying and selling, and musyarakah. The ijarah contract occurs when PT Go-Jek and the merchant carry out a service transaction, the wakalah contract when the consumer represents the purchase to the driver, the sale and purchase contract when the driver buys food for the consumer, and the musyarakah contract when PT Go-Jek collaborates with the driver. Top-up transactions carried out between users and companies do not contain debts, but follow the Sarf contract, namely currency exchange, although some users still consider it a Qardh contract due to lack of socialization. Overall, Go-Food service practices and digital wallet top-ups at Go-Jek are in accordance with muamalah fiqh and make online transactions easier.

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