



E-COMMERCE THROUGH THE LENS OF SHARĪ‘AH: PRINCIPLES, PRACTICES, AND COMPLIANCE IN THE DIGITAL ECONOMY

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Abstract

This paper examined the development and implementation of Sharī‘ah-compliant e-commerce models in the context of contemporary digital commerce. It explored the foundational Islamic legal principles governing commercial transactions and assessed how these principles were operationalized in modern e-commerce environments. The study investigated key components such as the prohibition of ribā (interest), the requirement of halāl and ethical product offerings, transparency in transactions, data privacy, fair marketing practices, charitable integration, and the role of Sharī‘ah Advisory Boards. Drawing upon classical jurisprudence (fiqh al-mu‘āmalāt), contemporary fatwā literature, and global regulatory standards, the research demonstrated that Sharī‘ah principles were not only compatible with digital commerce but provided a robust ethical framework for e-commerce innovation. Practical case studies including platforms such as Wahed Invest, OneAgrix, and HalalBooking were analyzed to highlight the viability and adaptability of Sharī‘ah-compliant models in real-world settings. The study also addressed emerging challenges such as smart contracts, artificial intelligence, and regulatory harmonization, advocating for renewed ijtihād and stronger institutional governance to ensure ongoing compliance. It concluded that Sharī‘ah-compliant e-commerce models could serve as a moral compass for the digital economy, promoting fairness, social justice, and trust in commercial transactions. The research contributed to the growing discourse on Islamic digital finance and provided policy-relevant insights for regulators, entrepreneurs, and scholars in the field.

1.0 INTRODUCTION

The rapid evolution of digital technologies has significantly reshaped the global commercial landscape, giving rise to novel forms of electronic business (e-commerce) transactions that transcend traditional borders, legal systems, and cultural norms. As the digital economy expands, the intersection of Islamic law (Sharī‘ah) and modern electronic commerce has become an area of increasing legal and scholarly interest. Given that Sharī‘ah governs not only personal religious conduct but also commercial and contractual relations, the rise of digital transactions presents complex questions about the compatibility of such practices with Islamic legal principles, especially in light of the foundational concepts of *riba* (usury), *gharar* (uncertainty), and *maysir* (gambling).



Islamic commercial jurisprudence (*fiqh al-mu'āmalāt*) requires that all economic activities adhere to well-defined legal and ethical principles grounded in Shari'ah. These principles are encapsulated in five foundational pillars: the prohibition of *ribā* (interest or usury); the avoidance of *gharar* (excessive uncertainty or ambiguity); the exclusion of *ḥarām* (prohibited) activities such as alcohol, gambling, and other unethical enterprises; the use of lawful contractual structures including *murābahah* (cost-plus financing), *mushārahah* (partnership), *ijārah* (leasing) etc; and the consistent observance of moral values such as transparency, fairness, and mutual consent in all transactions.¹ This framework imposes obligations on Muslim e-commerce operators and Islamic finance institutions to ensure that their digital contracts and payment mechanisms do not contravene these principles. However, the challenge lies in reconciling traditional jurisprudential interpretations with contemporary commercial models, such as online marketplaces, mobile payments, cryptocurrency transactions, and fintech platforms, all of which operate in legal and technological environments far removed from the historical contexts in which classical jurists formulated the rules of commerce.

Several studies have explored the legal adaptability of Islamic finance to modern commercial instruments, with scholars divided on whether traditional rules can be sufficiently flexible to accommodate the realities of digital commerce.² While some scholars argue for a strict textualist application of classical doctrines, others advocate for a *maqāṣid al-sharī'ah* (objectives of Islamic law) approach to reformulate jurisprudential responses in light of economic justice, public interest (*maṣlahah*), and technological necessity.³ This tension between legal formalism and normative adaptability continues to shape contemporary debates on e-commerce legitimacy in Muslim-majority jurisdictions.

From a regulatory perspective, Islamic countries vary in their integration of Shari'ah-compliant digital frameworks. For instance, Malaysia and the United Arab Emirates have adopted robust regulatory regimes supporting Islamic fintech and digital payments,⁴ while others, such as Nigeria and Indonesia, are gradually developing hybrid models that balance secular legal norms with Shari'ah oversight.⁵ Despite these developments, there remains a scarcity of comprehensive legal analyses that examine how digital transactions can be aligned with Shari'ah in a comparative context, particularly across differing schools of Islamic jurisprudence and divergent national legal systems.

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¹ Mohammad Hashim Kamali, *Islamic Commercial Law: An Analysis of Futures and Options* (Islamic Texts Society 2000) 21–24

² Mahmoud A El-Gamal, *Islamic Finance: Law, Economics, and Practice* (Cambridge University Press 2006) 37–42; Timur Kuran, *Islam and Mammon: The Economic Predicaments of Islamism* (Princeton University Press 2004) 84–87

³ Jasser Auda, *Maqasid Al-Shariah as Philosophy of Islamic Law: A Systems Approach* (International Institute of Islamic Thought 2008) 99–106

⁴ Zeti Akhtar Aziz, 'Regulatory Framework for Islamic Finance: The Malaysian Experience' (2007) 6 *Review of Islamic Economics* 5, 6–10

⁵ Nor Razinah Mohd Zain and others, 'Legal and Shari'ah Issues in E-Commerce: A Comparative Study Between Malaysia and the UAE' (2019) 27(3) *Journal of Islamic Accounting and Business Research* 476, 482–485



This paper seeks to fill this scholarly gap by undertaking a comparative analysis of contemporary e-commerce practices and their compliance with Shari'ah principles. It will examine both the doctrinal basis of Islamic commercial law and its practical application in regulating digital transactions. In doing so, drawing on case studies from various jurisdictions. The objective is to critically evaluate the extent to which modern digital commerce can be harmonised with Islamic legal norms, and to explore potential legal reforms or jurisprudential innovations that may be necessary to ensure compliance without impeding economic progress.

2.0 CONCEPTUAL CLARIFICATIONS OF TERMS

2.1 Digital Transactions

Digital transactions refer to the exchange of goods, services, or funds that occur electronically, typically over the internet or via other digital platforms.⁶ These transactions are executed through digital interfaces using various technologies such as online payment gateways, mobile banking applications, blockchain networks, and cloud-based platforms.⁷ In modern economies, digital transactions have become the cornerstone of e-commerce, enabling instantaneous financial exchanges across borders, time zones, and legal jurisdictions.

The relevance of digital transactions in Islamic jurisprudence lies in their increasing prevalence among Muslim consumers and entrepreneurs. However, this emerging modality raises questions about the validity and enforceability of digital contracts under Shari'ah, particularly regarding essential contract elements such as *offer and acceptance (ijābwaqabūl)*, mutual consent (*tarāḍī*), and legal capacity (*ahliyyah*).⁸ While classical jurists framed contract rules in physical and face-to-face contexts, contemporary scholars have examined the permissibility of virtual interactions such as electronic signatures and automated smart contracts within Shari'ah-compliant frameworks.⁹

Moreover, digital transactions must be examined in light of key prohibitions in Islamic law, such as *ribā* (interest), *gharar* (excessive uncertainty), and *maysir* (speculation). For instance, unregulated digital derivatives or speculative crypto-assets may contain elements of *gharar* or *maysir*, rendering them impermissible under Islamic legal principles.¹⁰ Additionally, questions about public interest (*maṣlahah*) and harm prevention (*daf' al-ḍarar*) are often raised when digital platforms enable exploitative pricing, false advertising, or algorithmic bias.¹¹

⁶OECD, *Digital Economy Outlook 2020* (OECD Publishing 2020) 45–50

⁷Arvind Narayanan and others, *Bitcoin and Cryptocurrency Technologies* (Princeton University Press 2016) 5–11

⁸ Mohammad Hashim Kamali, *Shari'ah Law: An Introduction* (Oneworld 2008) 177–179

⁹ Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Mahmoud A El-Gamal tr, Dar al-Fikr 2003) vol 1, 135–137

¹⁰ Nabil Saleh, *Unlawful Gain and Legitimate Profit in Islamic Law: Riba, Gharar and Islamic Banking* (Graham & Trotman 1992) 90–95

¹¹ Jasser Auda, *Maqāṣid al-Shari'ah as Philosophy of Islamic Law: A Systems Approach* (International Institute of Islamic Thought 2008) 127–133



2.2 E-commerce (Electronic Business)

E-commerce refers to the use of digital technologies, particularly the internet, to conduct commercial activities, including buying and selling goods and services, servicing customers, and managing internal processes such as inventory and procurement.¹² Unlike traditional commerce, e-commerce integrates digital infrastructures such as websites, mobile apps, digital marketing platforms, cloud-based supply chains, and online payment systems.¹³

From an Islamic legal standpoint, e-commerce operations must conform to the rules governing *fiqh al-mu'āmalāt*, which regulate commercial dealings, contractual relations, and market behavior.¹⁴ Scholars have increasingly focused on whether e-commerce models such as dropshipping, affiliate marketing, and subscription services comply with the fundamental legal requirements of transparency, justice, and freedom from prohibited elements like *ribā*, *gharar*, or *ghubnfāhish* (gross exploitation).¹⁵

One primary concern in *Sharī'ah*-compliant e-commerce is the lack of physical inspection or immediate possession (*qabḍ*) of goods at the point of sale, especially in “click-and-buy” transactions. Classical jurists like Imām al-Nawawī and Ibn Qudāmah emphasized the necessity of clear ownership and risk assumption prior to sale.¹⁶ This has prompted contemporary jurists to investigate the legality of digital pre-sales, deferred delivery, and third-party fulfillment models under *Sharī'ah*.¹⁷

Furthermore, e-commerce raises ethical concerns rooted in the *maqāṣid al-sharī'ah*, particularly the objectives of preserving wealth (*ḥifẓ al-māl*) and ensuring transparency (*kashf al-ḥaqqā'iq*).¹⁸ Islamic e-commerce models must therefore balance profitability with ethical responsibility, consumer protection, and fair competition. Institutions such as the Islamic Fiqh Academy and AAOIFI have published guidelines to aid Muslim entrepreneurs in navigating these challenges.¹⁹ In sum, e-commerce is not antithetical to *Sharī'ah* but requires a jurisprudentially informed framework that aligns with digital convenience with Islamic commercial ethics.

¹²Dave Chaffey, *E-Business and E-Commerce Management* (6th edn, Pearson Education 2015) 9–15

¹³Kenneth C Laudon and Carol G Traver, *E-Commerce: Business, Technology, Society* (15th edn, Pearson 2020) 28–34

¹⁴Muhammad Taqī Usmani, *An Introduction to Islamic Finance* (IdaratulMa'arif 2002) 15–23

¹⁵MonzerKahf, *Islamic Finance and Economic Development: Risk, Regulation, and Corporate Governance* (Palgrave Macmillan 2016) 70–72

¹⁶Al-Nawawī, *Al-Majmū' Sharḥ al-Muhadhdhab* (Dār al-Fikr 2000) vol 9, 200–204; Ibn Qudāmah, *Al-Mughnī* (Dār al-Fikr 1997) vol 4, 165

¹⁷AAOIFI, *Sharī'ah Standards* (2021) Standard No. 2, para 3.5

¹⁸Yusuf al-Qaraḍāwī, *The Lawful and the Prohibited in Islam* (American Trust Publications 1999) 276–280

¹⁹International Islamic Fiqh Academy, *Resolution No. 179 (19/5) on Electronic Commerce* (2009); AAOIFI, *Sharī'ah Standards*, Standard No. 31



3.3 Smart Contracts

Smart contracts are self-executing digital agreements embedded in computer code, typically stored and executed on decentralized blockchain platforms.²⁰ They automatically enforce the terms of a contract without the need for intermediaries, relying on predefined conditions coded into the program. For instance, a smart contract can trigger automatic payment upon delivery confirmation in a supply chain system.²¹

The application of smart contracts within *Sharī'ah*-compliant frameworks has attracted considerable academic attention due to their potential to enhance transactional efficiency, reduce costs, and increase trust through immutability and automation.²² However, concerns arise regarding their compatibility with key Islamic legal principles such as mutual consent (*tarāḍī*), offer and acceptance (*ījābwaqabūl*), and freedom to renegotiate or terminate upon discovery of defects features that are difficult to accommodate in rigid algorithmic structures.²³

Moreover, smart contracts must be scrutinized for compliance with prohibitions of *ribā*, *gharar*, and *maysir*. For example, certain automated lending protocols in decentralized finance (DeFi) systems may replicate conventional interest-based structures, thus contravening *Sharī'ah*.²⁴ Likewise, irreversible smart contracts could lead to *gharar* where the outcome or subject matter is uncertain, particularly in high-volatility crypto environments.²⁵

Islamic legal scholars have proposed frameworks for “*Sharī'ah*-compliant smart contracts,” emphasizing the need to incorporate clear conditions, risk-sharing mechanisms, and ethical governance layers into the blockchain architecture.²⁶ This necessitates collaboration between Islamic jurists, legal experts, and software developers to create hybrid legal-tech solutions that align technological innovation with divine norms.

3.4 FinTech (Financial Technology)

Financial Technology, or FinTech, refers to the integration of digital innovations into financial services to enhance delivery, security, efficiency, and customer experience.²⁷ This includes services such as digital banking, robo-advisory, peer-to-peer (P2P) lending, crowdfunding,

²⁰ Kevin Werbach and Nicholas Cornell, ‘Contracts Ex Machina’ (2017) 67(2) *Duke Law Journal* 313, 314–317

²¹ Primavera De Filippi and Aaron Wright, *Blockchain and the Law: The Rule of Code* (Harvard University Press 2018) 95–102

²² Umar A Oseni and Sufian Jusoh, *Fintech in Islamic Finance: Theory and Practice* (Routledge 2019) 106–112

²³ Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Dar al-Fikr 2003) vol 1, 81–88

²⁴ Nabil El-Hage, ‘Sharī'ah-Compliant Blockchain Smart Contracts: Challenges and Opportunities’ (2021) 9(3) *ISRA International Journal of Islamic Finance* 401–407

²⁵ Monzer Kahf, *Islamic Finance and Economic Development* (Palgrave Macmillan 2016) 54–56

²⁶ AAOIFI, *Sharī'ah Standards* (2021 Edition), Standard No. 31

²⁷ Chris Skinner, *Digital Bank: Strategies to Launch or Become a Digital Bank* (Marshall Cavendish 2014) 22–27



blockchain-based assets, and digital wallets. FinTech is revolutionizing the financial ecosystem, challenging traditional banking structures and regulatory frameworks.²⁸

In the Islamic context, *Islamic FinTech* denotes digital financial innovations structured in accordance with Sharī'ah.²⁹ The growth of Islamic FinTech platforms—such as Ethis, Wahed Invest, and Blossom Finance—demonstrates the sector's potential to provide ethical and inclusive financial services while adhering to Islamic legal norms.³⁰

Nevertheless, this intersection presents several regulatory and jurisprudential challenges. First, the classification of FinTech products must account for prohibited elements (*manhiyy 'anhu*) such as *ribā*, *gharar*, and *maysir*. For example, some P2P lending platforms charge fixed service fees that may functionally resemble interest.³¹ Second, questions about digital ownership, cyber risk, smart contract enforceability, and Sharī'ah audit mechanisms are yet to be fully resolved within the Islamic legal framework.³²

Scholars and regulatory authorities, such as Bank Negara Malaysia and the Bahrain Central Bank, have begun issuing Islamic FinTech guidelines and sandbox regulations to promote innovation while safeguarding Sharī'ah integrity.³³ Islamic FinTech thus represents not only a technological revolution but also a transformative frontier for the evolution of Islamic commercial jurisprudence.

4.0 Fundamental Principles Underlying Islamic Finance

The rules of Islamic finance adhere to the broad principles including avoiding *Riba* (Interest), *Gharar* (Speculation) and *Maysir* (Gambling). These are discussed below;

4.1 *Ribā* (Usury/Interest)

Ribā is one of the most explicitly prohibited elements in Islamic commercial jurisprudence. The Qur'ān contains multiple verses forbidding it in unequivocal terms, describing it as unjust gain and equating its continuation with waging war against Allāh and His Messenger.³⁴ The term *ribā*

²⁸ Douglas W Arner, Janos Barberis and Ross P Buckley, 'The Evolution of Fintech: A New Post-Crisis Paradigm?' (2016) 47(4) *Georgetown Journal of International Law* 1271

²⁹ Umar Oseni and Siti Nurazirah Mohd, 'Regulating Islamic Fintech in Malaysia: Issues and Proposals' (2019) 12(1) *International Journal of Law and Management* 5

³⁰ Zeti Akhtar Aziz, 'Islamic Finance and FinTech: A Catalyst for Financial Inclusion' (2020) *World Islamic Economic Forum Proceedings* 12–13

³¹ International Shariah Research Academy for Islamic Finance (ISRA), *Islamic Fintech: Principles and Frameworks* (ISRA 2021) 91–93

³² Oseni and Jusoh (n 3) 118–122

³³ Bank Negara Malaysia, *Financial Technology Regulatory Sandbox Framework* (2016); Central Bank of Bahrain, *Rules on Crowdfunding and Cryptoassets* (2021)

³⁴ Qur'ān 2:275–279; 3:130; 4:161; 30:39



linguistically means "increase" or "excess" and, in a legal sense, refers to any predetermined and guaranteed excess over and above the principal in a loan or exchange contract.³⁵

Islamic jurists have traditionally classified *ribā* into two broad categories: *ribā al-nasī'ah* (usury of delay) and *ribā al-faḍl* (usury of excess). *Ribā al-nasī'ah* occurs in credit transactions where an additional sum is charged for the extension of time, while *ribā al-faḍl* arises in barter exchanges of homogeneous commodities in unequal amounts.³⁶ Both forms were prohibited by the Prophet Muhammad (peace be upon him), particularly in his farewell sermon, and elaborated upon in canonical ḥadīth collections.³⁷

The prohibition of *ribā* serves as a foundational principle of Islamic finance and e-commerce regulation, ensuring that transactions are free of exploitative practices and that profits are earned through lawful trade and risk-sharing rather than interest-based lending.³⁸ In digital finance, this prohibition poses challenges for interest-based digital lending, buy-now-pay-later schemes with mark-ups resembling compound interest, and automated interest accrual in mobile banking apps.³⁹ Thus, all *Sharī'ah*-compliant digital transactions must carefully avoid contractual structures or terms that replicate the functions or effects of *ribā*.

4.2 Gharar (Uncertainty)

Gharar denotes ambiguity, uncertainty, or deception in a contract that affects the subject matter, price, or delivery of goods and services. The Prophet Muhammad (peace be upon him) forbade transactions involving excessive uncertainty, such as the sale of "a bird in the sky or fish in the water."⁴⁰

In classical jurisprudence, *gharar* renders a contract invalid if it is substantial, relates to the core subject matter, and creates unjust enrichment.⁴¹ Contemporary scholars such as Wahbah al-Zuhayli and Mohammad Hashim Kamali stress that not all uncertainty is prohibited; only excessive (*ghararfāḥish*)—which creates asymmetry of information or the inability of one party to enforce the terms—is impermissible.⁴²

In digital commerce, *gharar* frequently arises in automated algorithmic contracts, unverified product listings, speculative cryptocurrency investments, or digital tokens with unclear value.⁴³ Furthermore, lack of clarity in terms of service agreements or hidden clauses in mobile apps and

³⁵ Ibn Qudāmah, *Al-Mughnī* (Dār al-Fikr 1997) vol 6, 121–123; Mohammad Hashim Kamali, *Islamic Commercial Law: An Analysis of Futures and Options* (Islamic Texts Society 2000) 23

³⁶ Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Mahmoud A El-Gamal tr, Dar al-Fikr 2003) vol 1, 329–340

³⁷ Muslim ibn al-Ḥajjāj, *Ṣaḥīḥ Muslim*, Book of Sales (Kitāb al-Buyū'), ḥadīth no 1584

³⁸ Taqi Usmani, *An Introduction to Islamic Finance* (IdaratulMa'arif 2002) 32–35

³⁹ Kabir Hassan and Mervyn Lewis (eds), *Handbook of Islamic Banking* (Edward Elgar 2007) 13–14

⁴⁰ Muslim ibn al-Ḥajjāj, *Ṣaḥīḥ Muslim*, ḥadīth no 1513

⁴¹ Ibn Taymiyyah, *Majmū' al-Fatāwā* (King Fahd Complex 1995) vol 29, 14

⁴² Wahbah al-Zuhayli (n 3) vol 1, 47–51; Kamali (n 2) 116–118

⁴³ Umar A Oseni and Sufian Jusoh, *Fintech in Islamic Finance: Theory and Practice* (Routledge 2019) 107–110



subscription-based platforms may also constitute *gharar*, especially when users are unaware of critical liabilities or data usage terms.⁴⁴ To be Sharī'ah-compliant, digital transactions must therefore ensure full transparency, disclosure, and contractual clarity to eliminate *gharar* and protect all parties from harm or deception.

4.3 Maysir (Speculation/Gambling)

Maysir refers to games of chance or speculative transactions where one party gains at the expense of another through pure luck, chance, or risk without any corresponding productive effort. It is explicitly prohibited in the Qur'ān, which categorizes it alongside intoxicants and idolatry as “abominations of Satan’s handiwork.”⁴⁵ The prohibition of *maysir* is aimed at protecting wealth from waste and ensuring economic justice and mutual benefit in transactions.⁴⁶

In classical jurisprudence, *maysir* was primarily associated with gambling in physical forms, such as betting or dice games. However, modern jurists have extended the prohibition to speculative financial instruments, lotteries, and contracts that mimic gambling characteristics, such as binary options, short selling, and margin trading.⁴⁷

In the digital realm, *maysir* manifests in online gambling platforms, high-frequency trading algorithms, crypto-speculations, and gamified investment apps that incentivize risk-taking without real asset-backing or productive purpose.⁴⁸ Such activities are contrary to the Sharī'ah emphasis on risk-sharing (*mushārahah*) and asset-backed transactions. Moreover, mobile-based games offering financial rewards for chance-based outcomes also fall under the prohibition of *maysir*.

The identification of *maysir* in e-commerce and fintech contexts requires careful analysis of the intent, structure, and risk profile of each transaction. Any mechanism that promotes uncertainty, unearned gain, or excessive speculation—especially where one party benefits solely through the loss of another—would render a digital transaction non-compliant with Sharī'ah.

5.0 SHARĪ'AH-COMPLIANT E-COMMERCE MODELS

The pursuit of digital economic solutions that adhere to Sharī'ah is no longer an abstract theoretical exercise but a practical necessity, especially for enterprises that wish to serve ethically-conscious Muslim populations across jurisdictions. Each aspect of the e-commerce model financing, offerings, data ethics, and governance must align with both the divine injunctions of Islam and the practical tools of modern commerce.

⁴⁴ Nor Razinah Mohd Zain and others, ‘Legal and Sharī'ah Issues in E-Commerce’ (2019) 27(3) *Journal of Islamic Accounting and Business Research* 476, 483

⁴⁵ Qur'ān 5:90–91

⁴⁶ Abbas Mirakhor and Iqbal Zaidi, *Risk Sharing in Finance: The Islamic Finance Alternative* (Palgrave Macmillan 2010) 70–72

⁴⁷ *Ibid*, 21

⁴⁸ Rosana Garciandia, ‘Islamic Law, Online Gambling, and Regulation of Maysir’ (2022) 18 *Islamic Finance Review* 29–31



5.1 Avoidance of Ribā (Interest)

The proscription of *ribā* constitutes one of the most firmly established injunctions in Islamic jurisprudence, underscoring its foundational role in shaping ethical financial conduct. The Qurʾān explicitly and repeatedly condemns *ribā*, notably in *Sūrat al-Baqarah*, verses 2:275–279, wherein Allah distinguishes licit trade (*al-bayʿ*) from illicit usury (*ribā*) and issues a stark warning to those who persist in interest-based dealings: “If you do not desist, then be informed of a war from Allah and His Messenger.”⁴⁹ Classical jurists have historically classified *ribā* into two principal categories: *ribā al-nasīʿah*, the deferral-based interest arising from time-based delay in repayment; and *ribā al-faḍl*, the surplus extracted from unequal exchanges of homogeneous commodities.⁵⁰ Contemporary equivalents such as bank overdrafts, bonds with fixed returns, interest-bearing credit facilities, and “buy-now-pay-later” schemes with compounded interest fall unequivocally within the ambit of prohibited transactions.⁵¹

In response to these prohibitions, the development of Sharīʿah-compliant contractual mechanisms offers ethically sound alternatives for structuring digital financial transactions in e-commerce. Among these instruments:

1. *Muḍārabah* (profit-sharing partnership) allows an investor (*rabb al-māl*) to provide capital to an entrepreneur (*muḍārib*), who manages the venture without guaranteeing a fixed return. Digital investment platforms such as Wahed Invest operationalize this model in robo-advisory services, allocating funds into *Sharīʿah*-screened equities and portfolios, with profits distributed according to pre-agreed ratios.⁵²
2. *Murābahah* (cost-plus sale) is widely used in Islamic fintech platforms, such as Sarwa Digital and Maybank Islamic, whereby the financier purchases an asset and resells it to the customer at a known markup, payable over time. The markup represents profit—not interest—and is justified by the financier’s ownership and risk assumption prior to sale.⁵³
3. *Ijārah* (leasing), applied in platforms like Al Huda Leasing, involves the transfer of usufruct rather than ownership, enabling clients to lease vehicles or equipment in exchange for rent, with the lessor retaining asset risk and maintenance responsibilities.⁵⁴

These contractual forms adhere to Islamic principles of justice (*ʿadl*), equitable risk-sharing, and mutual benefit (*mufāwadah*), thereby circumventing the exploitative dynamics inherent in interest-based finance. The legal rationale behind these models is grounded in *fiqh al-muʿāmalāt* (Islamic commercial jurisprudence), which emphasizes the permissibility of trade and

⁴⁹Qurʾān 2:275–279

⁵⁰Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Dar al-Fikr 2003) vol 1, 83–88

⁵¹Taqi Usmani, *An Introduction to Islamic Finance* (IdaratulMaʿarif 2002) 19–24

⁵²Wahed Invest, ‘About Us’ <https://www.wahed.com> accessed 24 June 2025

⁵³Maybank Islamic, ‘Islamic Financing Products’ <https://www.maybank2u.com.my> accessed 24 June 2025

⁵⁴Al Huda Leasing (Pakistan) <https://www.alhudacibe.com> accessed 24 June 2025



entrepreneurship as long as they are devoid of uncertainty (*gharar*), harm (*ḍarar*), and prohibited gain (*ribā*).⁵⁵

Hence, in a digital commercial environment characterized by the ubiquity of embedded finance and algorithmic lending models, the commitment to avoiding *ribā* requires both structural compliance and continuous Sharīʿah supervision, ensuring that technological innovation aligns with the timeless values of Islamic economic justice.

5.. Ethical and Halāl Product Offerings

A fundamental prerequisite of Sharīʿah-compliant commerce is that the subject matter of any transaction must be *halāl* (permissible) and *ṭayyib* (wholesome). This principle derives from numerous Qurʾānic injunctions, including “O you who believe! Eat of the good things that We have provided for you, and be grateful to Allah”⁵⁶ which, by analogy, extends to all forms of acquisition and trade. Islamic jurists have consistently held that transactions involving items that are inherently *ḥarām* (prohibited)—such as alcohol, pork, gambling instruments, pornography, and interest-based financial services—are void *ab initio*, on the basis that the object of sale itself is legally impermissible.⁵⁷

In the digital age, this prohibition assumes heightened significance, as e-commerce platforms often deal in diverse product categories sourced from global suppliers. Ensuring that these products are compliant with Sharīʿah requires both substantive screening (of the product’s nature and use) and procedural diligence (concerning its origin, processing, and distribution). The legal maxim *al-wasāʾillahāḥkām al-maqāṣid* (the means take the ruling of their ends) underscores the importance of assessing the full value chain to determine compliance.⁵⁸

This exemplified by platforms such as OneAgrix, a blockchain-enabled Islamic marketplace. It integrated by applying smart contract technology to verify halal certification from accredited bodies.⁵⁹ Similarly, MuslimBazaar employs AI-driven content moderation to exclude listings involving *ḥarām* categories and conducts supplier verification aligned with Islamic standards.⁶⁰ These digital compliance tools reflect an operationalization of the juristic requirement to avoid ambiguity (*gharar*) and impurity (*najs*) in contractual subject matter.

Furthermore, classical fiqh distinguishes between *ḥarām li-ʿaynihi* (prohibited by essence) and *ḥarām li-ghayrihi* (prohibited due to extraneous factors).⁶¹ This distinction becomes relevant in online marketplaces that might list generally *halāl* products procured through unethical means—such as exploitative labor, environmental harm, or theft. In such cases, jurists have ruled that

⁵⁵Mohammad Hashim Kamali, *Shari'ah Law: An Introduction* (Oneworld 2008) 156–161

⁵⁶Qurʾān 2:172

⁵⁷Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Dar al-Fikr 2003) vol 1, 55–67

⁵⁸Ibn al-Qayyim, *Iʿlām al-Muwaqqiʿin* (Dar Ibn al-Jawzi 2002) vol 3, 112

⁵⁹OneAgrix, ‘Empowering the Halal Economy through Blockchain’ <https://www.oneagrix.com> accessed 24 June 2025

⁶⁰MuslimBazaar, ‘About Us’ <https://www.muslimbazaar.com> accessed 24 June 2025

⁶¹Al-Nawawī, *Rawḍat al-Ṭālibīn* (Dār al-Minhāj 2003) vol 4, 7–10



even a *halāl* item becomes impermissible if acquired through illegitimate means, based on the Prophetic tradition: “He who acquires wealth unlawfully and donates it, there is no reward for him, and he bears the burden thereof.”⁶²

Therefore, *Shari‘ah*-compliant e-commerce must establish comprehensive compliance protocols, including:

1. Third-party halal certification from recognized authorities (e.g., JAKIM, SANHA, or the Halal Development Corporation)
2. Supplier auditing to ensure that production and logistics conform to Islamic ethical standards
3. Exclusion filters and internal *fatwā* committees to vet product listings prior to publication

These mechanisms are not merely religious formalities but are central to fostering consumer trust, regulatory credibility, and spiritual integrity in commercial activity. As consumer awareness rises, particularly in Muslim-majority jurisdictions and among the global Muslim diaspora, the demand for businesses to offer verified *halāl* goods has become both a theological obligation and a competitive advantage.

5.3 Transactional Transparency and Fair Dealing

Transparency (*Ash-Shafāfiyyah*) and trust (*amānah*) in transactions are central tenets of Islamic commercial jurisprudence, rooted in both Qur’ānic command and Prophetic guidance. The Qur’ān states unequivocally: “And give full measure and weight in justice”⁶³ a verse that has been widely interpreted by jurists as establishing the obligation of truthfulness and fairness in all business dealings. The Prophet Muhammad (peace be upon him) likewise declared: “The buyer and the seller have the option [to annul the contract] as long as they have not separated. If they are truthful and transparent, their transaction will be blessed, but if they lie or hide [defects], the blessing of their transaction will be erased.”⁶⁴

In classical Islamic law (*fiqh al-mu‘āmalāt*), contracts marred by misrepresentation, concealment of material facts, or deception (*tadlīs*) are considered voidable, and in some cases, null.⁶⁵ This principle has direct implications for e-commerce, where the seller and buyer do not interact physically and rely entirely on digital descriptions, images, and representations.

To comply with these injunctions in a digital environment, e-commercees must ensure that:

- a) Product descriptions are accurate and comprehensive, including disclosures of any known defects, materials, origin, and warranty terms.

⁶²Muslim ibn al-Ḥajjāj, *Ṣaḥīḥ Muslim*, ḥadīth no 1686

⁶³Qur’ān 6:152

⁶⁴Muḥammad ibn Ismā‘īl al-Bukhārī, *Ṣaḥīḥ al-Bukhārī*, Kitāb al-Buyū‘, ḥadīth no 2079

⁶⁵Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Dar al-Fikr 2003) vol 1, 249–255



- b) Prices are clear and non-manipulative, avoiding deceptive discounting techniques or hidden charges.
- c) Terms of sale, return, and refund policies are easily accessible and stated in unambiguous language.

Failing to implement these standards could amount to *gharar* (excessive uncertainty), a concept repeatedly condemned in hadith literature and regarded by jurists as a basis for invalidating transactions.⁶⁶ Platforms must avoid features such as “bait and switch” marketing, ambiguous subscription charges, or pre-checked add-ons that deceive users into unintended purchases.

Some pioneering examples of transparent digital platforms include Daraz Halal Store (Pakistan) and Halal-Booking, both of which disclose product certifications, vendor details, and allow user reviews to promote accountability and informed decision-making. These practices align with the legal maxim: *al-kharāj bi al-damān* (entitlement to profit is contingent upon risk-bearing and responsibility).⁶⁷

Moreover, transparency extends beyond transaction-specific conduct to platform-level governance. Islamic digital enterprises are increasingly adopting third-party verifications, blockchain-based recordkeeping (as in OneAgrix), and Sharī‘ah-compliance ratings to institutionalize openness and eliminate doubts (*shubuhāt*).⁶⁸ This institutionalization of ethical conduct embodies the *maqāsidic* objectives of preserving wealth (*hifz al-māl*) and promoting social justice (*‘adlītimā‘ī*) in commerce.

5.4 Privacy and Data Protection

In Islamic legal and ethical tradition, privacy (*ḥuqūq al-khuṣūsiyyah*) and the protection of personal information are regarded not only as social norms but as sacred rights grounded in the Qur’ān and Sunnah. The Qur’ān explicitly instructs: “O you who believe! Do not enter houses other than your own without first seeking permission and saluting their inhabitants”⁶⁹ and elsewhere warns: “Do not spy on one another”⁷⁰ These verses, though revealed in the context of physical space, have been interpreted by contemporary scholars through analogical reasoning (*qiyās*) to apply equally to digital spaces and personal data.⁷¹

In the context of e-commerce, the collection, storage, and processing of user data—ranging from names, addresses, and financial details to behavioral tracking and preference profiling—must be handled in a way that upholds trust (*amānah*), consent (*riḍā*), and non-harm (*lāḍarar*). The Prophet (peace be upon him) stated: “A Muslim is the brother of a Muslim; he does not betray

⁶⁶Ibn Qudāmah, *al-Mughnī* (Dar al-Fikr 1997) vol 4, 160–163

⁶⁷Al-Shāṭibī, *Al-Muwāfaqāt* (Dar Ibn ‘Affān 1997) vol 2, 305

⁶⁸OneAgrix, ‘Halal Blockchain Verification’ <https://www.oneagrux.com> accessed 24 June 2025

⁶⁹Qur’ān 24:27

⁷⁰Qur’ān 49:12

⁷¹Yusuf al-Qaradāwī, *Fiqh al-Mu‘amalāt al-Māliyya al-Mu‘āshira* (Dār al-Qalam 2009) 415–419



him, lie to him, or fail him.”⁷² This Hadith forms the moral foundation for prohibiting unauthorized data usage or breaches.

In Shari‘ah-compliant digital business models, this translates into several legal and operational imperatives:

- a) Obtaining explicit and informed consent before collecting any personal data, in line with Islamic and international data protection standards
- b) Implementing robust cybersecurity protocols to prevent hacking, theft, or leaks of sensitive information
- c) Limiting data collection to the minimum necessary, avoiding invasive tracking or surveillance practices
- d) Prohibiting the sale, trading, or unauthorized sharing of user data for profit-driven advertising, especially in ways that exploit personal vulnerabilities

Real-world examples include InstaPay Wallet (Indonesia) and Wahed Invest, which are known for incorporating privacy-focused policies and opt-in mechanisms aligned with Shari‘ah compliance.⁷³ Additionally, many Islamic digital platforms now adhere to secular data protection laws such as the Nigeria Data Protection Act. 2023, Malaysia Personal Data Protection Act 2010, Bahrain Data Protection Law 2018, and EU General Data Protection Regulation (GDPR)—not as alternatives to Islamic ethics, but as complements reinforcing the Shari‘ah mandate to protect personal rights.⁷⁴

Moreover, data protection in Islam is linked to the maqāsid al-Shari‘ah, specifically the preservation of dignity (*hifz al-‘ird*), intellect (*‘aql*), and wealth (*māl*). Scholars such as MuṣṭafāZarqā’ and Mohammad Hashim Kamali have argued that safeguarding personal data is part of preserving human dignity in the digital age.⁷⁵ As e-commerce evolves into AI-driven ecosystems, algorithmic profiling and biometric tracking pose new ethical concerns, requiring sustained *ijtihad* and digital Shari‘ah audits.

5.5 Fair Marketing and Non-Deceptive Practices

Marketing, while central to the growth of digital commerce, is also a site of significant ethical scrutiny in Islamic law. Shari‘ah mandates that all forms of advertising, promotion, and product representation must be grounded in truthfulness, honesty, and justice. The Qur’ān warns against deceitful conduct: “Woe to those who give less [in measure and weight]—those who, when they take a measure from people, take in full; but when they give by measure or weight to them, they

⁷²AbūDāwūd, *Sunan AbīDāwūd*, ḥadīth no 4918

⁷³InstaPay Wallet (Indonesia), <https://instapay.id> accessed 24 June 2025

⁷⁴Malaysia Personal Data Protection Act 2010; Bahrain Law No. 30 of 2018; GDPR (Regulation (EU) 2016/679)

⁷⁵Mohammad Hashim Kamali, *Shari‘ah Law: An Introduction* (Oneworld 2008) 164–169; MuṣṭafāZarqā’, *Al-Madkhal al-Fiqhī al-‘Āmm* (Dār al-Fikr 1968) vol 2, 960



cause loss.”⁷⁶ This and other injunctions reflect a broader legal and ethical framework prohibiting *tadlīs* (deceptive marketing), *gharar* (uncertainty), and *ghishsh* (fraud).

In the Prophetic tradition, dishonest promotion was also unequivocally condemned. The Prophet Muhammad (peace be upon him), upon discovering that a merchant had hidden water-soaked grain beneath dry stock to deceive customers, said: “He who deceives is not of us.”⁷⁷ This ḥadīth forms a cardinal legal principle that bars not only direct misrepresentation, but also omission of material facts, emotional manipulation, and exaggerated claims, especially prevalent in modern digital marketing tactics.

To be Sharī‘ah-compliant, e-commerce platforms must implement the following ethical marketing standards:

- a) Honest representation of product attributes, avoiding inflated claims or the manipulation of customer emotions
- b) Avoidance of false scarcity and urgency tactics (e.g., “Only 2 left in stock!” or countdown timers that reset), which create psychological pressure and may constitute *gharar*
- c) Clear terms for discounts, promotions, and loyalty schemes, so consumers are not misled by ambiguous pricing models
- d) Prohibition of marketing for products and services that are harām, such as gambling apps, alcohol, or interest-based financial services
- e) Neutral visual and textual content, which does not exploit sexual imagery, profanity, or culturally insensitive messaging

Case studies from platforms such as HalalBooking and Muslim Pro Premium demonstrate how digital Muslim-oriented businesses navigate this terrain. These platforms emphasize modest design, factual messaging, and user-reviewed content, avoiding clickbait, hidden terms, or excessive hyperbole.⁷⁸

Furthermore, classical Islamic jurisprudence recognizes the doctrine of inducement to contract (*ghurūr*), which invalidates sales procured through manipulative persuasion or informational asymmetry.⁷⁹ Scholars such as Ibn Taymiyyah and Al-Ghazālī elaborated on the moral impermissibility of marketing tactics that exploit consumer ignorance, calling instead for ethical *da‘wah*-inspired commerce, where the seller seeks mutual benefit and divine reward.⁸⁰

⁷⁶Qur’ān 83:1–3

⁷⁷Muslim ibn al-Ḥajjāj, *Ṣaḥīḥ Muslim*, ḥadīth no 102

⁷⁸HalalBooking, ‘Halal Tourism and Ethical Marketing’ <https://www.halalbooking.com> accessed 24 June 2025; Muslim Pro, ‘Code of Ethics’ <https://www.muslimpro.com> accessed 24 June 2025

⁷⁹Wahbah al-Zuhayli, *Financial Transactions in Islamic Jurisprudence* (Dar al-Fikr 2003) vol 1, 297–301

⁸⁰Ibn Taymiyyah, *Majmū‘ al-Fatāwā* (Dār al-Wafā’ 2004) vol 28, 93; Al-Ghazālī, *Iḥyā’ ‘Ulūm al-Dīn* (Dar al-Ma‘rifah 2005) vol 2, 87–90



Modern Sharī'ah-compliant businesses often formalize this ethos by establishing marketing ethics policies supervised by their Sharī'ah advisory boards, ensuring that digital campaigns remain consistent with Islamic values. Islamic finance regulators such as AAOIFI (Accounting and Auditing Organization for Islamic Financial Institutions) and IIFA (International Islamic Fiqh Academy) have also issued fatwās affirming that promotional activities must meet the standards of *ṣidq*, *amānah*, and *maṣlahah* (public benefit).⁸¹

5.6 Charitable Integration: Institutionalizing Ṣadaqah and Zakāh

Charity (*ṣadaqah*) occupies a central position in Islamic economic thought and practice. Beyond being an individual moral virtue, *ṣadaqah* in the commercial context reflects the Sharī'ah's broader objective of ensuring social justice (*'adliyyatimā'ī*) and wealth redistribution. The Qur'ān commands believers to “spend of what We have provided for you before death comes to one of you”⁸² and repeatedly exhorts them to contribute voluntarily to the welfare of the needy.⁸³ The Prophetic tradition also affirms that “wealth is not diminished by charity”⁸⁴—a hadith that has formed the ethical backbone of Islamic philanthropic conduct.

In the context of Sharī'ah-compliant e-commerce models, integrating *ṣadaqah* mechanisms serves both as a form of corporate spiritual responsibility and as a means of embedding ethics into commercial infrastructure. While *zakāh* is obligatory under Islamic law, *ṣadaqah* remains a recommended but highly meritorious act (*mandūb*), and its inclusion in business operations aligns closely with the *maqāṣid al-Sharī'ah* objective of preserving life and dignity (*hiḏḏ al-nafswa al-'ird*).

Several models of integrating *ṣadaqah* into digital commerce have emerged:

- a) Voluntary donation options at checkout, seen in platforms such as LaunchGood and MuslimHands, where users can round up their purchases or allocate a portion to charitable causes.⁸⁵
- b) Automated donation algorithms, where a fixed percentage of a business's monthly revenue or profit is dedicated to designated charitable institutions, waqf, or microfinance projects for underserved Muslim communities.
- c) Sponsorship and CSR collaborations with Islamic relief organizations to support health, education, water, and food projects globally—especially during sacred periods like Ramadan or Dhul Hijjah.

⁸¹AAOIFI, *Sharī'ah Standards* (2021) Standard No. 31; International Islamic Fiqh Academy, *Resolutions and Recommendations* (2020) Resolution No. 131 (7/14)

⁸²Qur'ān 63:10

⁸³ See Qur'ān 2:267–273

⁸⁴Muslim ibn al-Ḥajjāj, *Ṣaḥīḥ Muslim*, ḥadīth no 2588

⁸⁵LaunchGood, ‘How It Works’ <https://www.launchgood.com> accessed 24 June 2025; Muslim Hands UK, <https://muslimhands.org.uk> accessed 24 June 2025



From a jurisprudential standpoint, these practices resonate with the doctrine of corporate responsibility under Islamic law, where business owners are encouraged to emulate the Prophet's (peace be upon him) example as a trustee of wealth (*mustakhlaḥfi al-māl*), not merely its possessor.⁸⁶ Moreover, classical jurists such as Imam al-Shāfi'ī and Ibn Ḥazm upheld that *ṣadaqah* from lawful income purifies both the wealth and the soul of its giver, based on the verse: "Take from their wealth a charity by which you purify them and cause them increase."⁸⁷

Incorporating *ṣadaqah* into digital commerce is not merely symbolic. It fosters brand trust, community cohesion, and spiritual loyalty among Muslim consumers, many of whom increasingly favour ethical and impact-driven businesses. Studies conducted by the Pew Research Center and Islamic Finance Council UK have shown that Gen Z and Millennial Muslims value faith-based ethical contributions as a key factor in their purchasing decisions.⁸⁸

Therefore, embedding *ṣadaqah* into e-commerce models illustrates the dynamic interplay between profit and piety, revealing how Islamic ethics can animate digital commerce with purpose beyond profit. It reflects the *Sharī'ah*'s holistic vision of commerce—not as a secular activity, but as a spiritual undertaking tied to human accountability before God (*taqwā*).

5.7 Sharī'ah Advisory Governance

The establishment of a Sharī'ah Advisory Board (SAB) within Islamic e-commerce models represents a critical governance mechanism designed to ensure ongoing compliance with Islamic legal and ethical standards. While the Qur'ān commands Muslims to refer matters of law and judgment to those "endowed with knowledge"⁸⁹ the institutionalisation of SABs reflects the practical application of this directive in contemporary commercial contexts.¹ Their role mirrors the classical tradition of fiqh-based supervision (*al-iḥtisāb*), where qualified scholars oversaw market practices to ensure fairness, honesty, and religious conformity.⁹⁰

In modern *Sharī'ah*-compliant businesses—particularly within Islamic financial institutions, fintech start-ups, and halal digital platforms—SABs are typically composed of scholars specialised in *fiqh al-mu'āmalāt* (Islamic commercial law), often supported by experts in finance, economics, and technology. Their primary functions include:

- a) Issuing *fatāwā* and *Sharī'ah* certifications concerning the permissibility of products, contracts, services, and business processes
- b) Reviewing and auditing operational procedures to ensure consistency with *Sharī'ah* principles (e.g., avoidance of *ribā*, *gharar*, or impermissible goods)

⁸⁶Al-Ghazālī, *Ihyā' 'Ulūm al-Dīn* (Dār al-Ma'rifah 2005) vol 2, 109–112

⁸⁷Qur'ān 9:103; Ibn Ḥazm, *Al-Muḥallā* (Dār al-Fikr 2002) vol 6, 134–137

⁸⁸Islamic Finance Council UK and Thomson Reuters, *Millennials and Islamic Finance: Ethical Banking Insights* (2019) 7–12

⁸⁹Qur'ān 16:43

⁹⁰Ibn Taymiyyah, *Hisbah fī al-Islām* (Dār al-Salām 1996) 22–29



- c) Participating in the design and approval of new digital instruments, such as smart contracts, digital wallets, and blockchain-based halal verification systems
- d) Offering ongoing advisory support and training to company staff and stakeholders on *Shari'ah*-compliant decision-making

Institutions such as Wahed Invest, Ethics, and Halal Booking maintain SABs whose verdicts are publicly accessible and periodically updated to reflect new technological and market realities.⁹¹ Furthermore, leading *Shari'ah* governance bodies—such as the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) and the Islamic Financial Services Board (IFSB)—have developed detailed standards for the independence, qualification, and scope of work of SABs, which are increasingly being adopted in the broader halal economy.⁹²

From a jurisprudential standpoint, the presence of an SAB fulfills the Islamic requirement for collective scholarly oversight in areas requiring technical expertise and *ijtihad*. Classical jurists such as al-*Shāṭibī* and Ibn al-Qayyim emphasized the duty of Muslim authorities to consult with experts when formulating judgments in complex or evolving matters (*nawāzil*).⁹³ In the context of e-commerce, where contracts may be coded, dynamic, and automated, SABs are uniquely positioned to bridge the gap between legal theory and technological application.

Moreover, SABs also enhance consumer trust and brand legitimacy, especially in markets where halal verification and Islamic values play a pivotal role in shaping consumer behavior. Empirical studies from Malaysia, the UAE, and Nigeria indicate that Muslim consumers are more likely to engage with digital platforms that disclose their *Shari'ah* governance structures and allow public access to their rulings.⁹⁴

Thus, the integration of SABs within *Shari'ah*-compliant e-commerce models is indispensable—not only as a mechanism of legal validation but also as a tool for ethical assurance and reputational strength. Their role safeguards the *Shari'ah* integrity of commercial activity, facilitates informed innovation, and ensures that the fast-evolving digital marketplace remains firmly anchored in the moral framework of Islamic law.

⁹¹Wahed Invest, 'Shari'ah Governance' <https://www.wahed.com> accessed 25 June 2025; Ethis Global, 'About Our Shariah Board' <https://www.ethis.co> accessed 25 June 2025

⁹²AAOIFI, *Shari'ah Governance Standard No. 1* (2021); IFSB, *Guiding Principles on Shari'ah Governance Systems for Institutions Offering Islamic Financial Services* (IFSB-10, 2009).

⁹³Al-Shāṭibī, *Al-Muwāfaqāt fi Uṣūl al-Shari'ah* (Dar Ibn 'Affān 1997) vol 4, 140–143; Ibn al-Qayyim, *I'lām al-Muwaqqi'īn* (Dar Ibn al-Jawzi 2002) vol 3, 8–12

⁹⁴Islamic Development Bank, *Consumer Behaviour in Halal Markets: Insights from Southeast Asia and Africa* (IDB 2020) 34–39



6.0 CONCLUSION

In the face of rapid technological advancement and the digital transformation of global commerce, the imperative to construct *Sharī'ah*-compliant e-commerce models has gained unprecedented significance. This paper has critically examined the foundational elements that define such models—ranging from the prohibition of *ribā*, ethical product offerings, and transparency in commercial transactions, to data privacy, fair marketing, integration of charitable mechanisms, and the establishment of robust *Sharī'ah* governance frameworks. Each of these elements is not only grounded in classical Islamic legal doctrines but also responds to the exigencies of a digitized economic order that challenges traditional modes of contract formation, regulatory oversight, and consumer interaction.

What emerges from this exploration is a clear affirmation that *Sharī'ah* is not a constraint to innovation, but rather a framework that channels economic activity toward justice, accountability, and social welfare. As demonstrated, Islamic legal maxims such as *lāḍararwalāḍirār* (no harm, no reciprocating harm), *al-ghurm bi al-ghunm* (liability accompanies gain), and *al-yaqīnlāyazūl bi al-shakk* (certainty is not overruled by doubt), offer not only moral guidance but also a robust juridical foundation for governing e-commerce transactions in an ethically sound manner.

The practical examples discussed—from Islamic fintech platforms like Wahed Invest and Ethis to halal marketplaces such as OneAgrix and HalalBooking—illustrate the real-world viability of embedding *Sharī'ah* principles within the architecture of modern digital business. These case studies affirm that compliance with Islamic law is not only feasible but potentially gives businesses a competitive edge in trust-sensitive markets.

Nevertheless, challenges remain. The evolving nature of digital contracts (e.g., smart contracts), the rise of decentralized finance (DeFi), and the increasing use of artificial intelligence in business decision-making raise complex *Sharī'ah* questions that require renewed *ijtihād* (independent legal reasoning) and multi-disciplinary collaboration between jurists, economists, technologists, and regulators. There is a pressing need for harmonisation between classical jurisprudence and contemporary digital realities, which can be achieved through strengthened institutional *fatwā* bodies, international *Sharī'ah* governance frameworks, and increased scholarly engagement in Islamic digital economy research.