

## EDUCATION ON THE RISKS OF USURY, GHARAR, AND MAYSIR IN E-COMMERCE BUSINESS

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### ABSTRAK

Riba, Gharar dan Masyir merupakan salah satu permasalahan yang sering kali ditemukan dalam berbagai aktivitas ekonomi dan bisnis, baik konvensional maupun online. Islam membolehkan Islam membolehkan bisnis termasuk pada bidang e-commerce dengan syarat tidak mengandung riba, gharar, dan maysir. Karena ketiganya secara tegas dilarang Al-Qur'an dan Hadits. Pemahaman tentang ini sangat penting sekali, karena banyak model bisnis kontemporer berbasis jual beli online tidak lagi taat dan patuh terhadap aturan tersebut. Tujuan dari pengabdian ini adalah untuk memberikan pengetahuan dan pemahaman secara komprehensif tentang masalah tersebut, sehingga mendapatkan kejelasan dan mampu di implementasikan dalam kehidupan sehari-hari. Metode yang digunakan adalah metode ceramah, diskusi, demonstrasi, dan evaluasi. Peserta kegiatan berjumlah 15 orang dari Prodi Perbankan Syariah Sekolah Tinggi Ekonomi dan Bisnis Syariah (STEBIS) Indo Global Mandiri. Hasil pengabdian ini memperlihatkan bahwa 66,7 % belum mengetahui konsep Riba, Gharar dan Maysir, sedangkan 33,3% persen sudah mengetahui. 80% setuju kegiatan ini sangat bermanfaat dan 20% menyatakan tidak (biasa). Dalam konteks ini tidak bisa dipungkiri bahwa ada beberapa bisnis online yang mengandung riba, gharar, dan maysir. Masyarakat perlu paham dan mengerti, serta berhati-hati supaya terhindar dari kegiatan tersebut.

**Kata Kunci;** edukasi; riba; gharar; maysir; e-commerce

### ABSTRACT

Usury, Gharar and Masyir are problems that are often found in various economic and business activities, both conventional and online. Islam allows Islam allows business, including in the e-commerce sector, provided that it does not contain usury, gharar and maysir. Because all three are expressly prohibited by the Koran and Hadith. Understanding this is very important, because many contemporary business models based on online buying and selling no longer obey and comply with these rules. The aim of this service is to provide comprehensive knowledge and understanding of these problems, so that they gain clarity and can be implemented in everyday life. The methods used are lecture, discussion, demonstration and evaluation methods. The activity participants numbered 15 people from the Sharia Banking Study Program at the Indo Global Mandiri College of Economics and Business (STEBIS). The results of this service show that 66.7% do not know the concepts of Riba, Gharar and Maysir, while 33.3% already know. 80% agreed that this activity was very useful and 20% said it was not (usual). In this context, it cannot be denied that there are several online businesses that contain usury, gharar and maysir. The public needs to understand and understand, and be careful to avoid these activities.

**Keywords:** education; usury; gharar; maysir; e-commerce

### INTRODUCTION

E-commerce, or short for electronic *commerce* (electronic commerce), are business transactions that occur in electronic networks, such as the internet (Larasati Dhinarti, 2019). E-commerce is a manifestation of the development of technology, information, and communication today, providing benefits and convenience for people in carrying out economic transaction activities. Commercial transactions (*profit transactions*), which are

usually done conventionally, have shifted in a more dynamic direction through the use of the internet network. Transactions via the internet network are believed to make it easier for economic activists to carry out transactions and provide a solution in limited space and time. Electronic buying and selling transactions are basically the same as ordinary buying and selling transactions carried out in the real world, carried out by the parties involved, although in electronic buying and selling, the parties do not

meet each other directly but communicate via the internet (Prawira, 2020).

*E-commerce* has revolutionized the behavior of sellers and consumers in transactions, starting from offering goods, marketing to transactions. Especially now *website e-commerce* Many have been offered, not only paid websites but also many non-premium (free) ones, so there is no reason for business people not to participate in doing business through e-commerce media (Muhammad, 2020).

This is a new breakthrough in the business world which is very influential in fact, almost all businesses now involve online-based systems. As time goes by, several applications have emerged *in e-commerce*, including Shopee, Tokopedia, Bukalapak, Lazada, Blibli, and so on. Even social media can be used as a *market place* (lapak), such as *Instagram* and *Facebook*; don't forget the application *instant messaging* like *WhatsApp*, *Line*, and *Telegram* can be a media for buying and selling based online (Sya'bana, 2022).

Islam views that buying and selling include based buying and selling *E-Commerce* As a *mu'amalah* activity, the original law is permissible. This is in accordance with the rules of *fiqh, al-aslu fi al-mu'amalati al-ibahah.*" Buying and selling is one of the activities that falls under the category of *interaction*. Therefore, the original law of buying and selling is *licit* (permissible) if implemented in accordance with Islamic teachings (Azis & Kurniati, 2019). However, in the context of the e-commerce business, it often causes controversy, with both buying and selling models in the form of orders for non-digital types of goods and some in the form of direct purchases for digital types of goods, which leads to the transaction being illegal because it is contrary to Islamic teachings, such as usury, *gharar*, and *maysir* from the e-commerce business.

Based on the problems above, the PKM team of the Indo Global Mandiri College of Economics and Business (STEBIS) is interested in providing education about the risks of *Riba*, *Gharar*, and *Maysir* in the e-commerce business to the Sharia Banking study program. With the aim of providing comprehensive knowledge and understanding of these problems so that they gain clarity and can be implemented in everyday life.

## METHOD

Community Service Activities (PkM) are carried out in the Sharia Banking Study Program at the Indo Global Mandiri College of Economics and Business (STEBIS). With 15

participants. The activity was carried out on the 6th floor of Building B, room 602.

This activity uses methods, namely lecture, discussion and evaluation methods. The lecture method is interpreted as a teaching method that has existed since ancient times and is very popular for teachers to use when interacting with students. This method is used because it is easier and does not require a lot of equipment (Raden Rizky Amaliah, Fadhil, & Narulita, 2014). The discussion method is a method to stimulate thinking and various types of views (Supriyati, 2020). This method is used to converse with the participants in the form of questions and answers (Aravik, Nofiansyah, Tohir, & Meriyati, 2023). Discussion sessions were held to see participants' responses, understandings, and perspectives on the material presented. The use of the three methods is to make it easier to deliver material (Aravik, Sopian, & Tohir, 2023). Finally, an evaluation of the participants was carried out. Evaluation is used to see the response to the level of success achieved by participants (Idrus, 2019).

The steps for this community service activity (PKM) are: First, the planning stage, including making permits and activity proposals. Hold coordination meetings with partners regarding the topics to be presented and continue with socialization. Second, the implementation stage includes providing materials and mentoring. Third, the evaluation stage by giving a questionnaire and analyzing it.

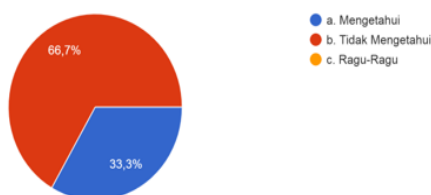
## RESULTS AND DISCUSSION

### Understanding of *Riba*, *Gharar*, and *Maysir*

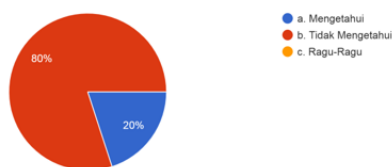
Community Service Activities (PKM) regarding "Education on the Risk of Usury, *Gharar*, and *Maysir* in E-Commerce Business" were held on October 2, 2023, on the 6th Floor, Room 602, Indo Global Mandiri College of Economics and Business (STEBIS) Campus, and were attended by 15 Sharia Banking Study Program students. Before introducing material about *Riba*, *Gharar*, and *Maysir*, a general knowledge test regarding these themes was carried out for the participants <http://bit.ly/...>. The test results can be seen at Figure 1, and Figure 2.

After doing the test, participants were given material about *Riba*, *Gharar*, and *Maysir* with the aim of providing knowledge and understanding to the participants regarding the topics discussed. So that they can understand, apply, analyze, and evaluate this knowledge so that it can be used in everyday life. Havis Aravik and Ahmad Tohir provided the material. In his presentation, it was explained that in general,

Riba is an addition or excess, both in terms of quality and quantity, to various transactions carried out that cause losses to one of the parties. Riba is a loan given for a certain period of time, with the condition that, at the end of that period, the borrower will repay it with some excess (Aravik, Gustiawati, & Aji, 2023). Usury is not limited to excessive interest payments or a motivation to behave kindly and avoid exploitation of the weak. But more than that, usury is one of the reasons income disparities are becoming wider between groups of society (Fadilla, Choiriyah, & Aravik, 2021).



**Figure 1.** Results of the questionnaire on understanding riba, gharar and maisir 66.7% do not know the concepts of Riba, *Gharar*, and *Maysir*, while 33.3% do not know.



**Figure 2.** Knowledge of usury, gharar and maisir in the e-commerce business Furthermore, 80% did not know that Riba, *Gharar*, and *Maysir* existed in the e-commerce business, and 20% said they knew. From the test results, it is understood that education about this problem is very important.



**Figure 3.** Photo with training participants before the activity

Whereas *gharar* is a fairly broad concept that literally means deception, risk, fraud, uncertainty, or danger that might lead to ruin or loss (Uddin, 2015), Besides that, *it is* also interpreted as all buying and selling that contains uncertainty or doubt about the existence of the commodity, which is the object of the contract; unclear consequences; and

danger that threatens profit or loss; betting or gambling (Habiburrahman, Arahman, & Lamusiah, 2020). *Gharar* is a term used in Islamic law to refer to ambiguity or uncertainty in a transaction, giving rise to the potential for a party to feel disadvantaged. *Gharar* is prohibited not only because of risks, uncertainties, or aspects of the game of chance but especially because it is related to the act of consuming wealth and harming other people in inappropriate ways (Nurinayah, 2023).

Meanwhile, etymologically, *Maisir* comes from the root word *left*, which means to be gentle, depicting lots of arrows. Or *left* means prosperity because *Maisir* brings profit order, comfort, and convenience because it is removal without hard work. *Say Maisir* In Arabic, the literal meaning is to obtain something very easily without hard work or to gain profits without working. It is something that contains elements of gambling, betting, or risky games (Rudiansyah, 2020).

### Risk of Usury, *Gharar*, and *Maysir*

The second session continued with an explanation of the risks of Riba, *Gharar*, and *Maysir* in e-commerce business activities. In his presentation, it was explained that insurance is an economic and business practice that is strictly prohibited in Islam and is a major sin (Tahiri Jouti, 2021) because it contains a lot of injustice. Even usury can destroy the spirit of brotherhood between fellow humans (QS. At-Taubah [49]: 10) (Abdullah & Chee, 2010). The practice of usury can also damage the social order, causing injustice and exploitation of one group of people against another group of people (Fasa, Aviva, Firmansah, & Suharto, 2019). Usury produces a financial system in which debtors bear most of the risk and creditors bear most of the rewards (Paldi, 2014). So, it has the potential to destroy lives and put the weaker party in such transactions on a path of destruction (Farooq, 2019). So Riba is strictly prohibited and cannot be included in any type of contract or transaction. This means that any excess amount in any form on any asset is prohibited (Aziz, 2007).

The presence of usury in any contract will invalidate the contract concerned (Abdullah & Chee, 2010). This is not only because the practice of usury is detrimental to one party, but also because usury makes wealth only focused on a few people and causes *zhulm* (persecution and oppression). Usury, with all its impacts, is very dangerous for economic continuity because it is found in the form of exploitation by oppressed parties while other parties benefit greatly (Shidiq, 2014). They should pay in-depth attention to people who are economically weak

and need financial assistance without having to add to the burden of suffering. So, there is a deep meaning in the prohibition of the practice of usury. More precisely, social gains precede individual gains, and increases in inequality are controlled (Thaib & Pa, 2014).

According to Yulizar D. Sanrego & Ismail (2015), usury is prohibited in Islam because it destroys society, is an inappropriate gift of someone's property, has an effect on negative growth, and degrades and reduces human personality and injustice. Even Imam Ar-Razi states in his interpretation of Kabir that usury has a very negative impact, starting with 1) devouring other people's wealth, 2) destroying moral values, 3) giving birth to hatred and hostility, and 4) the rich getting richer and the poor getting poorer.

The elimination of usury is important because Islam pays attention to the implementation of personal rights and obligations. Eliminating usury means being able to end oppression and exploitation of labor and various exploitations of natural resources that go beyond limits in order to ensure maximum economic sustainability for future generations (Fadilla et al., 2021)

Buy and sell individually *online*, including one practice, because the seller and buyer have never met and do not know each other. Buyers can only see images posted by sellers, which in reality are not the same as the posted images or the original form. Apart from that, the potential for online buying and selling fraud is also very high. When the buyer has made payment but the goods ordered are not quickly sent to the buyer's address, then there is an element of fraud that results in losses for the buyer.

Apart from buyers who are harmed and cheated, in the case of online buying and selling, a seller also feels the same thing. For example, the buyer is supposed to be responsible for transferring the price of the product he ordered or purchased but does not make payment, which in the end is automatically canceled by the application for buying and selling online. In this case, several online buying and selling applications apply a penalty system for cancellations of buying and selling transactions, which ultimately harms the seller (Idris, 2022). In some cases, there have even been cases of buying and selling fraud online, where the goods that are the object of buying and selling are not clear whether they really exist or are just fictitious. If the item is available, sometimes it is different from the one in the photo and the original (Yazid, Zainol, & Bakar, 2023).

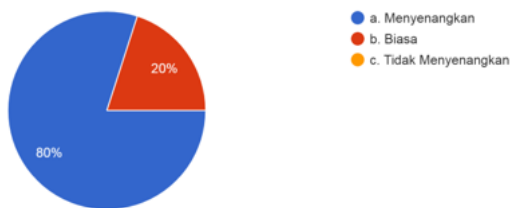
Besides that, in practice, it is potentially related to issues such as pricing, delivery, quantity, and quality of transaction-based assets and will affect the level or quality of agreement between the parties to a contract. (Uddin, 2015). This is related to the fundamental uncertainties associated with investment and financial intermediation. (Suzuki, 2013). Therefore, it is one of the most prohibited elements in Islamic financial contracts and transactions. Most Muslim scholars see that as risk, uncertainty, and excessive speculation in financial and commercial contracts (Nehad & Khanfar, 2016). Ethically, it is prohibited because it is unethical to carry out transactions that are unclear and contain uncertainty for both parties. Economically, this will certainly harm one party and benefit the other party. *This* is prohibited with the aim of ensuring that no parties transacting in the economy suffer losses because they do not get their rights and so that disputes and hostility do not occur between the parties transacting (Aravik, Gustiawati, et al., 2023)

Temporary gambling is the same as gambling. Gambling is a pure form of *Gharari*. Gambling in general (*maysir*) and raffle sales in particular (*azlam*) and all forms of betting, raffles or lotteries based on forms of gambling are *haram* in Islam Hence, the contract *gharar* generally has the same properties. This means that *gharar* transactions are just a zero-sum game with uncertain rewards. Mohammad Ashrafur Ferdous Chowdhury (2015) stated that *maysir* contains many negative impacts, not only losses from religious, social, moral, and religious aspects. The negative impacts are: *first*, *Maysir*/gambling distances oneself from dhikr, prayer, and worship of Allah because more time is diverted to gambling/*Maysir* activities to the point of forgetting responsibilities. *Second*, *Maysir*/gambling sows the seeds of discord and quarrels among gamblers (QS. Al-Maidah [5]: 91). *Third*, *Maysir* has a bad impact on human life. *Fourth*, the costs of *maysir* are greater than the benefits (QS. Al-Baqarah [2]: 219). *Fifth*, it destroys morals, which makes people just wait for luck without any effort or productive activities to be able to make money, such as working, trading, and so on. *Sixth*, become dependent on or addicted to gambling so that people will gamble more and more even though they have made a lot of losses. *Seventh*, it wreaks havoc on the country because crime increases, poverty increases due to losses from gambling, and it becomes the root of other economic problems.



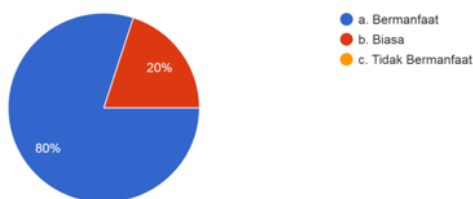
**Figure 4.** Photo with participants after completing the activity

After the presentation of the material, a discussion session continued in the form of questions and answers from the participants to the presenters. The large number of participants who asked questions proved that the material presented was accepted and received a positive response. The participants even wanted to have follow-up activities on the material at a later date. Next, an evaluation of the PKM activities that have been carried out is carried out to review the overall results of the activities. Evaluation is carried out in the form of a questionnaire distributed to participants in the form of <https://bitly>. The evaluation results show that:



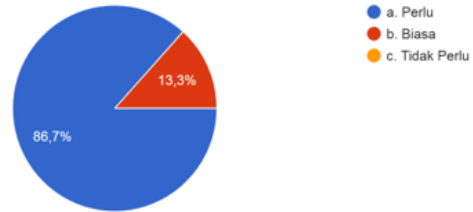
**Figure 5.** Partners' responses to the atmosphere of Pkm activities

80% of participants said the activities they carried out were enjoyable, and only 20% said they were not (normal).



**Figure 6.** Partner response to the benefits of PKM activities

80% said this service activity was very useful, and 20% said it was not normal. 86.7% wanted to carry out similar activities as part of the follow-up and follow-up of activities that had already been implemented, while 13.3% stated that there was no need to carry them out again.



**Figure 7.** Partner response to follow-up to PKM activities

## CONCLUSION

From the explanation above, it can be concluded that it cannot be denied that e-commerce is a manifestation of the development of technology, information, and communication today, providing benefits and convenience for people in carrying out economic transaction activities. In this context, there are several online businesses that contain usury, *gharar*, and *maysir*. The public needs to understand and be careful to avoid these activities. So that the economic activities carried out contain *maslahah* and *falah* and avoid *mafsadah*.

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