

ANALYSIS OF BUYING AND SELLING CONTRACTS IN ONLINE FOOD DELIVERY SERVICE TRANSACTIONS GOFOOD, GRABFOOD AND SHOPEEFOOD

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Abstract

The current technological advancements have made it easier for people to buy and sell. Buying and selling activities that used to happen outside the house can now be done from home. Buying and selling activities can be done through various online services widely available today such as GoFood, GrabFood and ShopeeFood, which are online food delivery services. This research aims to analyze the contractual agreements in online food delivery services such as GoFood, GrabFood, and ShopeeFood from the perspective of Islamic Economics. The research adopts a qualitative approach with a descriptive research method. The findings of this research indicate three types of contracts involved in the transactions of GoFood, GrabFood, and ShopeeFood, namely ijarah agreement, wakalah, and buying and selling contracts. This study suggests that the transactions in these three services cannot be fully compliant with Islamic principles if the customers use cash payment methods. Cash payment methods in online food delivery services should be avoided, and it is better to use non-cash payment methods to avoid causing harm to drivers and the risk of engaging in usury (riba).

Keywords: *Contracts, Buying and Selling, GoFood, GrabFood, ShopeeFood*

JEL Classification: *D4, L8, M31*

1. INTRODUCTION

To meet daily needs, humans will interact and socialize, this is called Muamalah in Islam. Interacting is a natural thing that cannot be avoided and denied. The smallest interactions start from within the family, then in the community and so on. One of the interactions that humans often do in daily activities is buying and selling interactions (Martyrs, 2018). Islam has regulated all human activities including the conduct of muamalah by giving limits on what can be done and what is not allowed. Buying and selling is one of the muamalah that has been regulated in Islam (Lubis *et al.*, 2022; Abdullah *et al.*, 2020).

The development of technology today greatly facilitates humans in carrying out buying and selling activities. Especially during the COVID-19 pandemic, which is an event that has brought various impacts to Indonesia (Fauzi *et al.*, 2023; Devi *et al.*, 2023). One of the impacts is that we cannot do much buying and selling activities outside the home. But with the development of technology, many buying and selling activities that used to have to be done outside the home, can now be done without having to leave the house. Buying and selling activities such as buying and selling clothes, buying and selling food and much more. All these buying and selling activities can be done from home with online service facilities that are widely available today. What distinguishes buying and selling using *online* services from buying and selling offline is the process.

When buying and selling is done offline, the seller and buyer meet in person. Whereas when buying and selling is done through *online* services, sellers and buyers do not meet directly, but through intermediaries such as the internet and applications (Sanusi *et al.*, 2022).

Some *online* services that are widely used by Indonesians are Gojek, Grab and Shopee. Gojek and Grab themselves were originally a company that provided applications that offered online transportation services. While Shopee was originally a commercial electronic site where we can buy and sell goods *online*. In 2015 Gojek created a new service, namely an online food delivery service called GoFood. Followed by Grab in 2016 under the name GrabFood and in 2020 Shopee also created an online food delivery service under the name ShopeeFood.

Research "Survey of Perception & Consumption Behavior of *Online* Food Delivery (OFD) in Indonesia" conducted by Southeast Strategics in 2022 states that GoFood is the main preference of consumers with the highest transaction value, reaching IDR 30.65 trillion. ShopeeFood is in second position with a transaction value of Rp 26.49 trillion and GrabFood is in third position reaching Rp 20.93 trillion. The research above proves that these three services are very popular among the people of Indonesia (Southeast Strategics, 2022), Indonesia itself is a country with the largest Muslim population in the world. Based on the *World Population Review* website, as many as 229,000,000 million people out of a total of 275,501,339 million people in Indonesia are Muslims. About 87.20% of the population in Indonesia is a Muslim (World Population Review, 2023).

With the popularity of GoFood, GrabFood and ShopeeFood services among the people of Indonesia and Indonesia as a country with a majority Muslim population, it can be understood that many Muslim communities in Indonesia use these three services.

As a Muslim, it is necessary to conduct studies to think critically about various new phenomena that are developing in society. GoFood, GrabFood and ShopeeFood services are new phenomena that are developing in the community. However, there are still many Muslim communities in Indonesia who do not pay attention or even learn more about Islamic views on these three services before deciding to use them (Yunus *et al.*, 2018). Therefore, based on the description above, the author is interested in researching further about the sale and purchase agreement in *GoFood*, GrabFood and ShopeeFood online food delivery service transactions. This study aims to find out how the transaction process on the three services, which parties are involved in transactions on the three services, what contracts occur in transactions on the three services and whether the contracts in transactions on the three services are in accordance with Islamic law or even violate Islamic law.

2. LITERATURE REVIEW

2.1. Buying and Selling

Buying and selling linguistically means transferring property rights to objects with mutual replacement contracts (Azzam, 2010; Wati *et al.*, 2022). According to Sri Sudarti, buying and selling in various fiqh terms is called *al-bai'* which means to replace, exchange, and sell something. Sale and purchase are an agreement to exchange goods that have a happy value between the two parties. One party receives goods, and the other party receives in accordance with the agreement or terms that have been agreed and justified by the Shari'a (Adiaksa, 2020; Martyrs, 2018).

The pillars of buying and selling are elements that must be present in buying and

selling so that the transaction can occur. Here are the pillars of buying and selling, (1) Seller, (2) Buyer, (3) Goods/services sold, (4) Price, (5) *Sighah*, i.e., *ijab* and *qabul* (Rivai *et al.*, 2011).

What is meant by the terms of sale and purchase is something that must be met so that the sale and purchase is considered valid. The terms of sale and purchase have been determined by the Shari'a. Some of the conditions for buying and selling are as follows (Baits, 2016):

1. Done with mutual pleasure between seller and buyer
2. Sellers and buyers include people who can transact
3. The contracting person must be the owner or with the permission of the owner
4. Goods that are traded have changed benefits
5. Goods traded allow to be handed over
6. Goods traded must be known when contracting
7. The price of goods has been determined when contracting

2.2. Contract

The word '*aqd*' (contract) in Arabic means to bind tightly, join, lock and hold. *Aqd* is defined as "the union or union of legitimate offers (*ijab*) and acceptance (*qabul*) in accordance with Islamic law. *Ijab* is the offer of the first party while *qabul* is the acceptance of the offer mentioned by the first party. The word contract in the use of Islamic law means a treaty and agreement between two persons legally, effectually and bindingly (Rivai *et al.*, 2011; Alidinar *et al.*, 2022). Harmony is the elements that make up something so that something can be realized. *Akad* is also formed because of the elements or pillars that form it. There are four pillars that make up the contract, namely (Anwar, 2007): (1) The parties who make the contract (*al-'aqidan*); (2) Declaration of will of the parties (*shigatul-'aqd*); (3) Object of contract (*mahallul-'aqd*); (4) The purpose of the contract (*maudhu' al-'aqd*).

The terms of the contract are divided into four, which are as follows (Anwar, 2007):

1. Conditions for the formation of a contract (*shuruth al-in'iqad*)

Each of the pillars that form the contract above requires conditions so that the pillars can function to form a contract. The first pillar is that the parties must meet two conditions for the formation of a contract, namely *tamyiz* and multiple parties. The second pillar, namely the declaration of will, must fulfill two conditions, namely the compatibility between *ijab* and *kabul*, in other words, the achievement of agreement and the unity of the contract council. The third pillar, namely the object of the contract, must meet three conditions, namely the object can be handed over, the object of a certain contract or can be determined and the object of the contract can be transacted, meaning that it is a valuable and owned object. The fourth pillar is the purpose of the contract, with one condition that the purpose of the contract does not contradict Islamic law.

2. Terms of validity of the contract (*shuruth ash-shihhah*)

In order for a contract to be valid, harmony and conditions for the formation of a contract require a consummation element that makes a contract valid. The first pillar is that the parties with both conditions of formation do not require a consummation element. The second pillar, the declaration of will with its two conditions, requires a consummating element, namely the approval of *ijab* and *kabul* must be freely without coercion. If it happens by force, then the contract is *facidic*. The third pillar is the object of the contract with its three conditions requiring an element of refinement. The condition

"can be submitted" requires an element of refinement, namely the surrender of the object of the contract does not cause losses (*dharar*) and if it can cause losses, then the contract is *fasid*. The condition "object must be certain" also requires an element of refinement, that is, it must not contain *gharar*. If the object of the contract contains elements of *gharar* then the contract becomes a *phasid*. The condition "the object must be transactable" requires a consummation element, that is, it must be free from the *fasid* requirement and for the contract to burden must be free from usury.

In total, there are four reasons that make a contract a *fasid* even though it has fulfilled the pillars and conditions for its formation. The four causes are surrender that causes loss, *gharar*, *facid conditions*, and usury. Freedom from these four factors is a condition of the validity of the contract. An agreement that has fulfilled its pillars, the conditions for its formation, and the conditions for its validity can be declared a valid contract.

3. Conditions of enactment of legal consequences (*syuruth an-nafadz*)

If it has fulfilled its harmony, the conditions of its formation, and the conditions of its validity, then a contract can be declared valid. However, even if it is valid, there is a possibility that the legal consequences of the contract cannot be implemented. An agreement that cannot be implemented due to law even though it is valid, is called a *maukuf* contract (stopped or dependent). In order to be implemented as a legal effect, a valid contract must meet two legal consequences, namely the existence of perfect authority over the object of the contract and the authority over the legal action taken.

Perfect authority over the object of the contract can be fulfilled if the parties have ownership of the object concerned or get power of attorney from the owner and in the object, there are no rights of other people such as the object that is being mortgaged or leased. The authority over legal action can be fulfilled if the parties have reached the level of legal action required for the legal action they are taking.

4. Conditions for binding the contract (*syarthul-luzum*)

Basically, a contract that has fulfilled its pillars, the conditions for its formation, the conditions for its validity, and the conditions for the enactment of legal consequences - due to which the contract is valid and can be enforced by law - are binding on the parties. Therefore, either party may not withdraw its consent unilaterally without the agreement of the other party.

2.3. Online Food Delivery Service

Online food *delivery* service is a service where we can buy the food we want *online* without the need to leave the house. Only by downloading the service provider application and registering to become a user can we already enjoy the service.

3. METHODOLOGY

The approach used in this study is qualitative with descriptive research methods. A qualitative approach is a thorough research conducted on an object. Researchers become the main instrument in a qualitative research. The results of qualitative research are described in the form of words obtained through valid data. The main objective of qualitative research is to understand the social phenomena or symptoms that occur. While the descriptive research method is a method carried out to find out the value of each variable, either one variable or more. The nature of descriptive research is independent, that is, without making relationships or comparisons with other variables. Such variables can describe systematically and accurately regarding a particular population or field (Jaya, 2020).

The data used in this study are primary data and secondary data. Primary data is a type of data that is collected directly from its primary source. While secondary data are various pre-existing data and information collected by researchers to complete the needs of research data. The primary data used in this study were interview data and observations. While the secondary data used in this study are data and information derived from books, journals, theses, articles and other literacy that can complement the data needs in this study.

The primary data sources in this study are users of the three services (GoFood, GrabFood and ShopeeFood). Users of the three services are divided into three, namely *customers as parties who buy and order food*, *drivers as parties who deliver food and food merchants (restaurants) as parties who sell food*. *Customers, drivers and merchants* act as informants or resource persons who will be interviewed by researchers. Secondary data sources in this study come from books, journals, theses, articles and other literacy that can complement the data needs in this study. Library research study has been done as a data analysis of this study.

4. RESULTS AND DISCUSSION

4.1. Online Food Delivery Service Transaction Process

Before starting to discuss the transaction process of online food delivery services, please note that there are four parties involved in the transaction, namely:

- a. Application provider companies (Gojek, Grab and Shopee) as parties that provide *platforms* and services.
- b. *Customer* as the party who orders food / drinks.
- c. *Driver* as the party who picks up and delivers the order.
- d. *Merchant* (restaurant) as a party that sells food / beverages.

Based on the data obtained from the interview, the following are the results of the analysis that has been carried out by the author regarding the process of food delivery service transactions Online. There are five stages in the transaction process of online food delivery services with the following explanation:

Step 1: Customer orders through the application. After entering the delivery location address, choose the merchant and choose the menu. Then customers can immediately order the food / drink they want.

Step 2: The merchant accepts the order. After the customer orders through the application, the order will enter the merchant's application. After the order is ready, the merchant will give the order to the driver to be delivered to the customer.

Stage 3: The driver receives the order. After the customer places an order and the order go to the merchant application, the order will also go to the driver application.

Step 4: The driver takes the order to the merchant. After receiving the order through the application, the driver will take the order to the merchant. The order may be ready/not ready when the driver arrives. After the order is ready, the driver can immediately deliver it to the customer.

Step 5: The driver delivers the order to the customer. After taking the order at the merchant, then the driver will deliver the order to the customer's location according to the delivery address that the customer listed in the application.

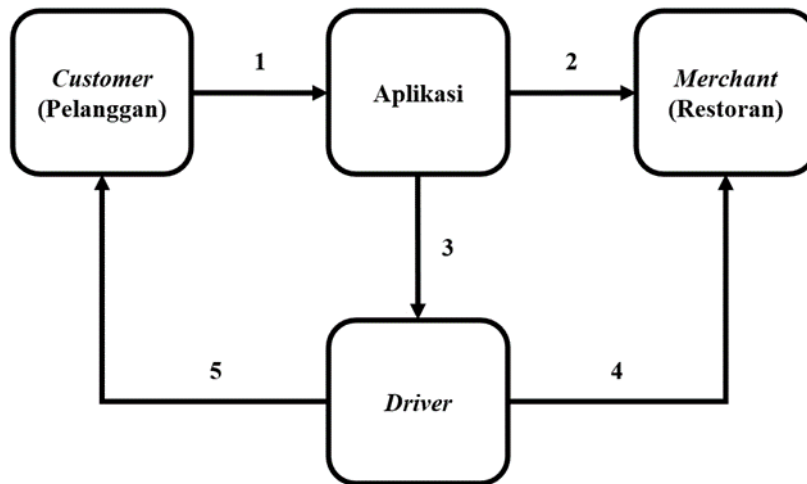


Figure 1. Stages of Food Delivery Service Transaction Process *Online*

4.2. Online Food Delivery Service Payment Process

After conducting interviews, it is known that there are two payment methods that customers can make on online food delivery services, namely:

Cash Payment Method

Process transactions that occur on food delivery services *Online* will change when *Customer* Use a different payment method. Here are the steps of the cash payment process on food delivery services *Online*. When *customers* use the cash payment method on online food delivery services, there will be four stages that must be passed in the transaction process. Here's the explanation:

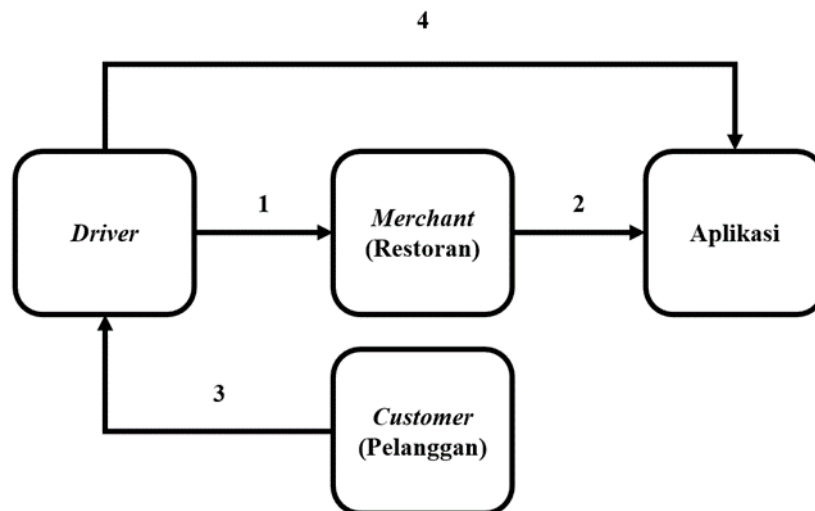


Figure 2. Stages of Cash Payment Process on Food Delivery Service *Online*

Phase 1: The driver pays the order to the merchant. Please note that in order to receive orders, drivers must first top up the electronic wallet balance in the driver's account. When the customer orders using the cash payment method, the driver will pay the customer's order first to the merchant using the balance in the driver's electronic

wallet.

Phase 2: Merchant revenue is deducted for apps. Payments made by drivers to merchants will also be included in the merchant's electronic wallet balance. The revenue earned by merchants will be deducted by 20% for applications as commissions according to the initial agreement with the application when merchants register.

Phase 3: The customer pays the order to the driver. When the order has arrived in the hands of the customer, the customer will pay the order to the driver using cash. Please note that the total money paid by the customer is not only the cost of food but also the cost of shipping costs, application fees and packaging fees (depending on the merchant chosen).

Phase 4: Driver revenue is deducted for applications. When the driver receives a cash payment from the customer, the amount of money the driver receives has not been deducted by 20% for the application as agreed at the beginning. So that the driver's electronic wallet balance will be deducted by 20% of the shipping costs that the customer pays.

Cashless Payment Methods

Unlike the stages of the cash payment method which has four stages, when *Customer* Use cashless payments on food delivery services *Online*, then there will only be three stages that must be passed in the transaction process.

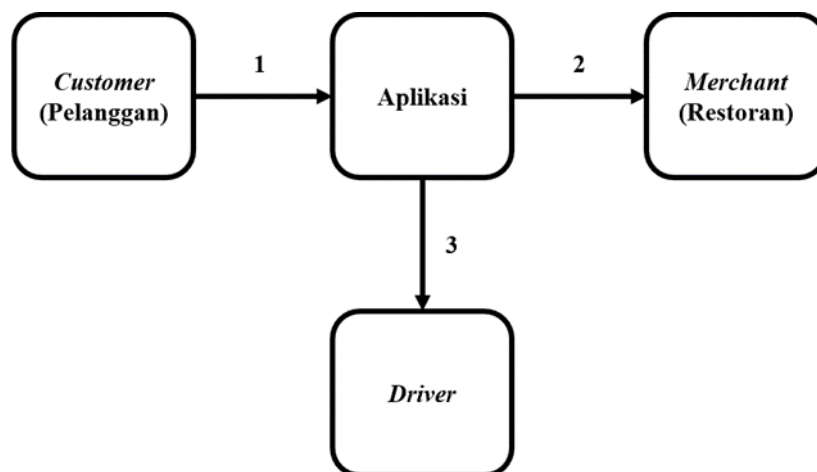


Figure 3. Stages of the Non-Cash Payment Process for Food Delivery Services *Online*

Step 1: The customer pays for the order to the application. Please note that when the customer will use a non-cash payment method, the customer must top up the electronic wallet balance in the customer's account first.

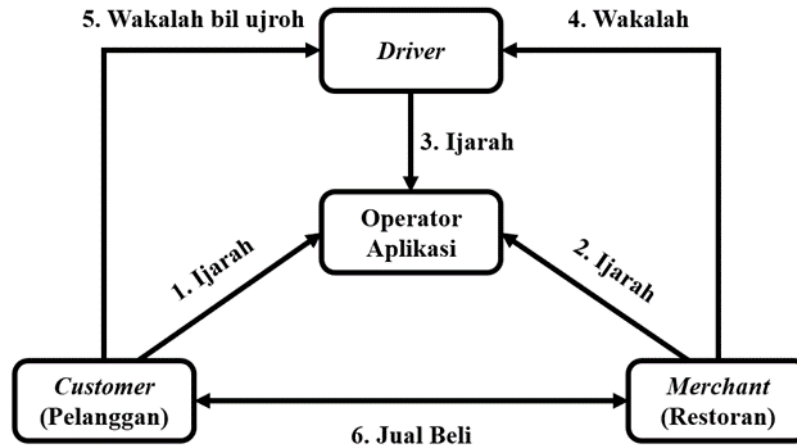
Step 2: The application pays customer orders to merchants. After the customer orders, the balance that the customer fills in the electronic wallet will go directly to the merchant's electronic wallet balance according to the total price of food / drinks ordered by the customer.

Step 3: The application pays the shipping fee to the driver. After the driver delivers the order to the customer and the order is complete, the application will pay the shipping cost to the driver. The revenue received by the driver is the net income that has been deducted by 20% for the application according to the initial agreement when the

driver registered.

4.3. Agreement in Online Food Delivery Service Transaction

Based on the results of interviews and analysis of the results of interviews that have been conducted, it can be seen that in food delivery service transactions *Online* There are three types of contracts that occur in the transaction and there are two proposed objects. From the chart above, it can be seen that the three types of contracts that occur in online food delivery service transactions are *ijarah* contracts (rent), *wakalah* contracts (giving power) and buying and selling contracts. Here is the explanation:



Picture 4. Agreement in Food Delivery Service Transaction *Online*

Contract 1: Customer – application provider company (ijarah). The agreement between the customer and the application provider company is *ijarah* or lease. Every order made by the customer through the application will be charged an additional fee beyond the price of food / beverages ordered and outside the delivery fee, namely the application fee. The fee will be accepted by the company as the application rental fee.

Contract 2: Merchant – application provider company (ijarah). The agreement between the merchant and the application provider company is also an *ijarah*. The merchant registers his restaurant so that it can be in the application and the company gives stalls to the merchant so that it can be in the application. Companies benefit because the more merchants who work with the company, the more choices of restaurants that can be ordered by customers. Merchants will also get more customers because there will be more people who know the restaurant if they are in the application. Every menu that the merchant includes in the application will be deducted by 20% by the company as an application rental fee.

Contract 3: Driver – application provider company (ijarah). The agreement that occurs between the driver and the application provider company is an *ijarah* contract. The company makes it easy for drivers to get customers through the application. Drivers provide food delivery services. Food delivery services provided by drivers will be paid through payment of delivery costs made by customers. The wages received by drivers will be deducted by 20% as payment for the application rent to the company.

Contract 4: Merchant – driver (wakalah). The agreement that occurs between merchants and drivers is a paper. Akad *Wakalah* is a contract of giving power by one

person to another person to do something. Merchants give power to drivers to deliver orders to customers. The granting of power itself can be by giving or without giving wages. In this transaction, the merchant does not provide wages to drivers because those who will provide wages to drivers are customers.

Contract 5: Customer – driver (wakalah bil ujroh). The agreement that occurs between the customer and the driver is wakalah bil ujroh. As explained earlier, the contract of wakalah is a contract of giving power by someone to another person to do something. In this transaction, the customer gives power to the driver to pick up and deliver the order to the customer. Unlike transactions between merchants and drivers, in this transaction drivers are given wages by customers as shipping costs that have been made by drivers. So that the contract that occurs between the driver and the customer is wakalah bil ujroh.

Contract 6: Customer – merchant (buying and selling). The agreement that occurs between merchants and customers is buying and selling. However, buying and selling is done through intermediaries, namely applications and drivers. Application as a party that conveys customer orders to merchants and drivers as parties who take orders at merchants and deliver them to customers. If the customer makes a payment in cash, the driver will pay the customer's order first to the merchant using the driver's electronic wallet balance. If the customer makes a non-cash payment, the driver does not need to pay the customer's order first because the customer's payment is directly received by the merchant through the electronic wallet.

4.4. Discussion

Stages of Agreement that Occur in Online Food Delivery Service Transactions

Contracts in online food delivery service transactions occur at the same time, namely when customers, drivers and merchants start using the application for the first time. Where the details or details of the contract are listed in the terms and conditions of the application which are very long and complicated sentences so that it is difficult to understand. From the results of the interview, information was obtained that application users do not pay much attention to the terms and conditions presented in the application so that users actually do not know what contract they agree or do in the application. This needs to be considered again so that before application users transact, they can and already understand what contracts they will do in the transaction.

Therefore, according to the author's analysis, contracts in online food delivery service transactions are better done gradually. The agreement on the service can be done in three stages, which are as follows:

- a. At the time of using the application for the first time

By the time Customer, Driver and Merchant The first time you use the application, the application will display the terms and conditions of the application containing details about the contract that will Customer, Driver and Merchant Approve and do in

application. The first stage of the contract is the contract Ijarah or lease rent.

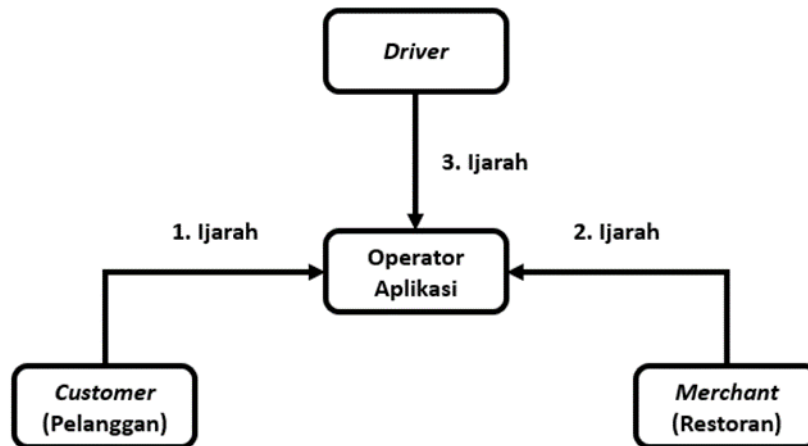


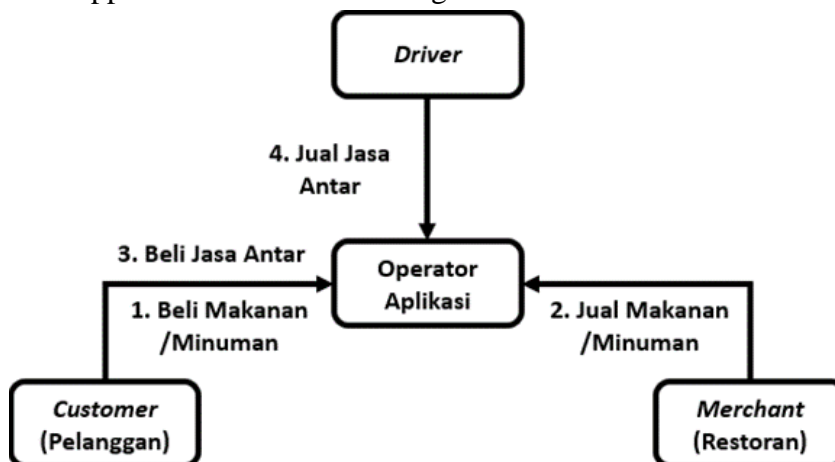
Figure 5. Akad Phase 1 *Ijarah*

Information:

1. Ijarah agreement between the customer and the application operator provided that every customer placing an order through the application will be charged an additional fee as an application rental fee.
2. Ijarah agreement between the driver and the application operator with the provision that each driver receives payment of shipping costs from the customer, the income received by the driver will be deducted for the application as an application rental fee.
3. The ijarah agreement between the merchant and the application operator provided that each merchant receives revenue from the sale of food / beverages from customers, will be deducted for the application as an application rental fee.

a. At the time of buying and selling

By the time Customer, Driver and Merchant will make a buying and selling transaction, the application will display the terms and conditions of the application containing details about the contract that will Customer, Driver and Merchant Approve and do it in the application. The second stage of the contract is the contract of buying



Picture 6. Akad Phase 2: Buy and Sell

and selling.

Information:

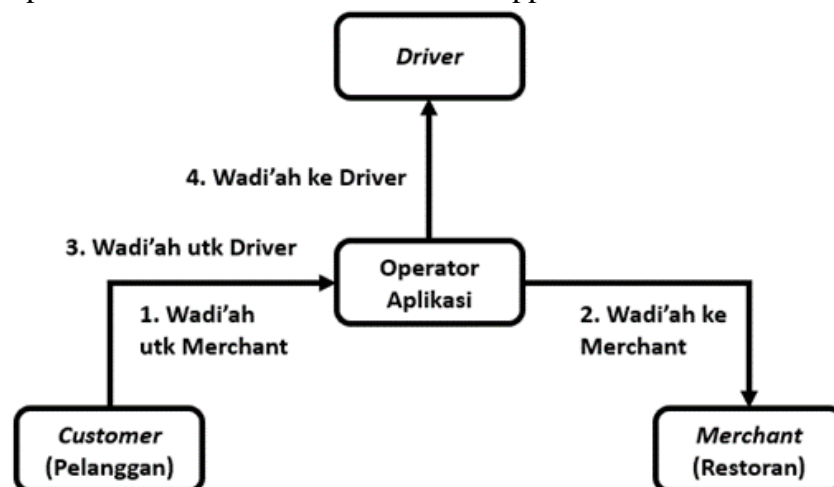
1. Sale and purchase agreement between customer and merchant with the provision that the customer buys food/beverages to the merchant through the intermediary of the application operator.
2. A sale and purchase agreement between the merchant and the customer with the condition that the merchant sells food / beverages to customers through application intermediaries.
3. Sale and purchase agreement between customer and driver with the provision that the customer buys delivery services to the driver through an application intermediary.
4. Sale and purchase agreement between driver and customer provided that the driver sells delivery services to customers through application intermediaries.

b. At the time of making/receiving payments

By the time Customer, Driver and Merchant will make/receive payment, the application will display the terms and conditions of the application containing details about the contract that will Customer, Driver and Merchant Approve and do it in the application. The third stage of the contract is Wadiah or entrustment.

Information:

1. A wadiah agreement between the customer and the application operator. With the provision that when the customer will pay for his order, the customer must top up the electronic wallet balance in the application first. The balance that the customer fills in the electronic wallet is intended for the merchant as payment for food / drinks purchased by the customer.
2. A wadiah agreement between the merchant and the application operator. Provided that the merchant's sales proceeds for the food/beverages they sell will be sent by the application operator to the merchant's electronic wallet balance first and can only be taken after the order is received by the customer.
3. A wadiah agreement between the customer and the application operator. As explained earlier, when the customer will pay for his order, the customer must top up the electronic wallet balance in the application first. However, the balance



Picture 7. Akad Phase 3: *Wadiah*

that the customer fills in the electronic wallet is not only intended for merchants but also intended for drivers as payment for delivery services purchased by customers.

4. A wadiah agreement between the driver and the application operator. With the provision that the driver's income for the delivery services he sells will be sent by the application operator to the driver's electronic wallet balance first and can only be taken after the order is received by the customer.

Risks of Cash Payment Method in Online Food Delivery Service Transactions

In the process of cash payment transactions on online food delivery services, there are several conditions that have the potential to cause the transaction to be not in accordance with Islamic law. Here's the explanation:

- a. When the customer uses the cash payment method, there is a risk borne by the driver when the driver purchases food / drinks to the merchant. These risks are as follows:
 1. When the customer uses the cash payment method, the driver will use his electronic wallet balance to pay the customer's order to the merchant. That way the driver bears the risk that his electronic wallet balance cannot be returned if there is a problem with the food / drink purchased.
 2. An example of a problem in the previous point is that the food/drink purchased by the driver from the merchant is rejected by the customer because it does not match the order specifications, for example not spicy or too spicy. However, merchants do not want to accept food/beverage returns or exchanges. So, in addition to bearing the risk of losing his electronic wallet balance, drivers are also at risk of getting food / drinks that he does not need.
- b. In addition to the risk when the driver purchases food / drinks to the merchant, the driver also bears the risk if the customer denies that he has made an order. As has happened a lot, there are fictitious orders where drivers may not necessarily be able to return food / drinks to the merchant and ask for a refund of their electronic wallet balance from the merchant.
- c. In addition to the risks borne by the driver himself, there is a risk of riba in online food delivery service transactions if the customer uses the cash payment method. When the customer makes a payment to the driver in cash, there are actually two contracts that are mixed, namely the debt contract, receivables and buying and selling. Because when the customer uses the cash payment method, the driver will pay the customer's order first and the customer will replace it when the driver delivers the order, then a debt receivable contract occurs. Then when the driver delivers the order, the driver is selling his services to the customer and the customer will pay for the delivery service later, then a sale and purchase contract occurs. The total cash paid by the customer to the driver is the price of food/beverages and delivery costs. The problem is when the customer overpays the driver as a tip. If the customer gives a tip for the delivery service provided by the driver, then it doesn't matter. However, if the tip given by the customer is for paying off debts to drivers, then this transaction has the potential to become usury.

The risk borne by the driver has the potential to cause transactions on online food delivery services GoFood, GrabFood and ShopeeFood to be not in accordance with Islamic law because it is burdensome only on one party. While

in Islamic law, transactions must occur on a consensual basis and must not harm any party who transacts. The mixing of two contracts in one transaction when a customer uses a cash payment method causes online food delivery service transactions to have the potential for usury. Whereas in Islamic sharia the law of riba is haram.

5. CONCLUSION AND RECOMMENDATION

Based on the results of the research and discussion above, two conclusions can be drawn. The first conclusion is that contracts in online food delivery service transactions occur simultaneously so that application users do not pay much attention to the terms and conditions presented in the application because the terms and conditions of the application are very long and complicated. So actually, users do not know what contract they agree or do in the application. The second conclusion is that the contract in the transaction of GoFood, GrabFood and ShopeeFood online food delivery services cannot be declared fully in accordance with Islamic law. Although the contracts contained in it are contracts allowed in Islamic law, there are conditions that have the potential to make transactions in these three services not in accordance with Islamic law. That is a solid condition when customers use cash payment methods. The cash payment method is at risk of harming one of the transacting parties, namely the driver and the risk of riba because there is a contract that is mixed when the customer uses the cash payment method.

Based on the conclusions above, there are two suggestions that will be given. The first suggestion, the contract in online food delivery service transactions should be done gradually so that the terms and conditions presented in the application are not so long and complicated so that application users can better understand what contract they will agree or do in the application. The second suggestion is that cash payment methods on online food delivery services should be avoided and it is better to use non-cash payment methods. In order to avoid the risk of harming one of the transacting parties, namely the driver and avoid the risk of riba because there is a contract that is mixed when the customer uses the cash payment method.

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