



Consumer Protection In Islamic Law: Thematic Analysis Of Hadith On Khiyar in Islamic Law and Its Contextualization In The Digital Age

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Abstract

This study aims to examine the authenticity of Sahih Bukhari Hadith No. 2112 regarding the right of khiyar through a comprehensive takhrij method to ensure the validity of the evidence in muamalah policy. Additionally, this study examines the mechanism of transmitting legal texts without editorial changes and compares the ijthad of the four schools of jurisprudence regarding time limits to provide consumer protection solutions in the digital age. The methodology employed is normative legal research using a descriptive-analytical qualitative approach through library research. Data collection techniques involved cataloging hadiths on khiyar from the Kutubus Sittah, identifying the structure of the isnad, and analyzing key vocabulary (mufradat). Data analysis was conducted through stages of isnad criticism to assess the quality of the narrators, systematic analysis of the matn, comparative analysis across schools of thought, and the synchronization of traditional principles with modern economic realities. The research results indicate that the hadiths on khiyar possess exceptional chain of transmission quality within the Silsilah adz-Dzahab tradition, ensuring the text's accuracy free from distortion over fourteen centuries. Regarding the time limit for khiyar syarat, differing viewpoints were identified: the Shafi'i school limits it to a maximum of three days, while the Maliki school allows a duration of up to 38 days depending on the type of object. In conclusion, the principle of khiyar remains relevant in the digital economy through the transformation of the order cancellation feature as a manifestation of khiyar majelis, as well as the return policy as an application of khiyar aib and khiyar syarat. The implications of this research emphasize that the ethical values of khiyar can serve as a foundation for regulators in refining consumer protection laws to minimize information asymmetry and ensure full consent (antaradin) in every online transaction.

Keywords: *Khiyar; Islamic Law; Thematic Hadith; Consumers; Digital Era.*

INTRODUCTION

Economics or muamalah is not merely an activity to fulfill material needs, but a manifestation of a servant's obedience to the Creator. The primary principles underpinning every economic interaction are honesty (*ash-shidqu*), transparency (*al-bayan*) (Sofyan & Teti, 2021), and the absolute mutual consent of both parties (*an-taradin*). Allah SWT explicitly forbids humans from acquiring the wealth of others through unjust means, except through trade conducted on the basis of mutual consent. One of the legal instruments created by Islamic law to guarantee this right of mutual consent is the concept of Khiyar. Essentially, khiyar is the right of the parties to a transaction to reconsider their decision, prevent hastiness, and minimize the potential for regret (*ghubn*) in the future (Rasyid, 2020). The most authoritative foundation in this discussion is the hadiths of the Prophet (peace be upon him), one of the most crucial being Sahih Bukhari Hadith No. 2112, narrated through the chain of Ibn Umar (may Allah be pleased with him) (Faza, 2018). This hadith is not merely a historical text but the "constitution" for Islamic market ethics, balancing freedom of action with moral responsibility.

Studies on khiyar have developed rapidly since the era of classical fiqh codification. The Salaf scholars laid the groundwork in defining the physical boundary of "separation of places" (*tafaruq*) (Hasanah et al., 2019) as the limit at which the right of choice ends. In the contemporary era, this study has expanded into the realm of the digital economy, where modern scholars have begun to contextualize the "assembly" in the form of virtual spaces, replacing physical meetings with data connections (Aulia et al., 2024). The current global economic legal system has also begun to adopt principles aligned with khiyar, such as *return policies* or *cooling-off periods* in major contracts. This indicates that the international community recognizes that a sound transaction requires space for consumers to re-evaluate (Zhu et al., 2023). The science of hadith, through the takhrij method, continues to play a role in safeguarding the authenticity of evidence so that modern muamalah policies remain firmly rooted in the original prophetic sources (Derlan & Romlah Abubakar Askar, 2024).

Although discussions regarding khiyar are already abundant, there remains a significant gap in understanding among the general public and practitioners of Islamic economics. Many view khiyar merely as a technical procedure for cancellation without grasping the depth of the hadith's quality or the underlying isnad (Indriati, 2016). This lack of awareness regarding isnad quality often weakens the legal standing of Islamic law in the eyes of positive law. Furthermore,



there is a gap in the literature specifically linking the chain of transmission (sanad) of Qutaibah bin Sa'id, (Maulasa & Suleman, 2019) as recorded in Sahih Bukhari No. 2112, to the implications of modern behavioral economics. Often, hadith authentication (takhrij) stops at assessing legal status without delving deeper into why certain chains of transmission, such as *Silsilah adz-Dzahab*, carry different levels of legal certainty in resolving fast-paced modern commercial disputes (Ali, 2024).

This paper offers a novel approach that combines the analytical rigor of traditional takhrij with contemporary economic contextualization. The innovative aspect of this research lies in the visualization of the serial transmission of the matn, linked to the theory of *information asymmetry* in modern economics. The author not only presents a list of narrators but also examines how the nature of *Dhabth* or the accuracy of the narrators serves as a guarantee that this text on khiyar has been preserved from distortion for over fourteen centuries. This study offers a new perspective that khiyar is not merely a right of choice but a form of data protection and information validation in transactions guaranteed by Islamic law through the transmission of hadiths that are mutawatir in meaning.

Based on these issues, this study has the objective goal of testing and proving the authenticity of Sahih Bukhari Hadith No. 2112 through a comprehensive takhrij method, ranging from the identification of narrators to the assessment of the quality of the isnad. Furthermore, this study aims to systematically analyze the mechanism of matn transmission to understand how muamalah legal texts have been passed down without editorial changes. This analysis also aims to explain the classification of khiyar and compare the ijihad of the four schools of thought regarding time limits to provide practical solutions for sales and purchase issues in the digital age. Ultimately, this study seeks to affirm the position of khiyar as the earliest and fairest instrument of consumer protection in the history of human law through scientific proof based on authentic hadith texts.

METHODS

1. The type of research

used is normative law employing a descriptive qualitative approach. This approach is used to dissect the theoretical aspects of consumer protection through thematic (maudu'i) hadith analysis and its contextualization within the digital economy. Specifically, this study applies the takhrij approach to verify the authenticity of the sanad and matn to ensure the validity of the evidence that forms the basis of modern muamalah policy.

2. Type data

The primary data sources in this study are hadith texts derived from hadith collections, particularly *Sahih al-Bukhari* No. 2112 and *Sahih Muslim* No. 1531, which contain passages regarding the right of *khiyar*. Meanwhile, secondary data sources include classical fiqh literature from the four schools of thought, hadith commentaries, and contemporary scholarly works discussing consumer protection mechanisms, the theory of *Information Asymmetry*, and digital economic practices in the modern era.

3. Data collection

Conducted through a literature review using a systematic inventory of hadiths on *khiyar*. This process involved tracing hadiths in primary reference texts, identifying the structure of the isnad, and compiling key vocabulary (*mufradat*) within the hadith texts to deeply understand their terminological meanings.

4. Data analysis

Was conducted through several critical stages. First, a critical analysis of the sanad was performed using a comprehensive *takhrij* method to assess the quality of the continuity of the chain of narrators. Second, an analysis of the matn was conducted by comparing various narrations to understand the mechanisms of the transmission of muamalah legal texts. Third, the data is analyzed comparatively by comparing the ijihad of the four schools of thought regarding the time limit of *khiyar*. Finally, a synchronization is performed between traditional *khiyar* principles and modern economic realities to affirm the position of *khiyar* as a fair and relevant consumer protection instrument in the digital age.

RESULT AND DISCUSSION

1. The Text of the Hadith on *Khiyar*

The concept of khiyar in hadith studies can be interpreted as a choice; before delving further into legal aspects, the first step is to perform *takhrij* (Holijah, 1970). Simply put, this is the process of tracing the origins of a hadith to verify whether the message is authentically attributed to the Prophet Muhammad (peace be upon him) or not. Hadith number 2112 in *Sahih al-Bukhari* and number 1531 in *Sahih Muslim* (Derlan & Romlah Abubakar Askar, 2024), its chain of transmission is considered exceptionally distinguished because it involves prominent figures whose integrity is widely recognized within the Islamic academic world. The following is the text of the hadith:

حَدَّثَنَا قُتَيْبَةُ حَدَّثَنَا اللَّيْثُ عَنْ نَافِعٍ عَنْ ابْنِ عُمَرَ رَضِيَ اللَّهُ عَنْهُمَا عَنْ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنَّهُ قَالَ: إِذَا تَبَايَعَ الرَّجُلَانِ فَكُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ مَا لَمْ يَتَّفَقَا وَكَانَا جَمِيعًا أَوْ يُحْتَضِرُ أَحَدُهُمَا الْآخَرَ فِتْبَابِعًا عَلَى ذَلِكَ فَقَدْ وَجِبَ الْبَيْعُ وَإِنْ تَفَرَّقَا بَعْدَ أَنْ يَتَّبَاعَا وَلَمْ يَتْرُكْ وَاحِدٌ مِنْهُمَا الْبَيْعَ فَقَدْ وَجِبَ الْبَيْعُ



Meaning:

Qutaibah bin Sa'id narrated to us, who said that Al-Laits narrated to us, from Nafi', from Abdullah bin Umar (may Allah be pleased with him), from the Messenger of Allah (peace be upon him), that he said: "If two people enter into a sale transaction, each of them retains the right of choice (*khiyar*) as long as they have not parted ways, or one of them grants the other the option to ratify or cancel the contract." If one of them grants the other the right to choose and then both proceed with the sale based on that agreement, then the sale is valid and binding. Likewise, if both part ways after the transaction while neither party declares a cancellation, then it is indeed valid.

Text of HR. Imam Muslim No. 1531

وحدثنا يحيى بن يحيى، قال قرأت على مالك عن نافع، عن عبد الله بن عمر، أن رسول الله صلى الله عليه وسلم قال: **الْبَيْعَانِ كُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ عَلَى صَاحِبِهِ مَا لَمْ يَتَفَرَّقَا إِلَّا بَيْعَ الْخِيَارِ**

"And Yahya bin Yahya narrated to us, saying: I recited it to Malik, from Nafi', from Abdullah bin Umar, that the Messenger of Allah SWT said: 'The two parties to a sale, each has the right of choice (*khiyar*) over the other as long as they have not parted ways, except in a sale that is subject to the condition of *khiyar*'"

2. Hadith Authentication

Based on a search in the primary reference book, here are the bibliographic details (Novita et al., 2022) :

- Title: *al-Jāmi' al-Ṣaḥīḥ al-Musnad al-Mukhtaṣar min Umūri Rasūlillāh ṣallallāhu 'alayhi wa sallam wa Sunanihī wa Ayyāmihī* (Sahih al-Bukhari).
- Author: Abu Abdullah Muhammad bin Ismail al-Bukhari.
- Book (Major Chapter): *Kitāb al-Buyū'* (Book of Sales).
- Chapter (Sub-Chapter): *Chapter: If One of Them Gives the Other a Choice After the Sale, Then the Sale Is Valid.*
- Hadith Number: 2112.
- Hadith Status: Sahih.

The following is a compilation of hadiths regarding *khiyar* classified into the Kutubus Sittah (Six Major Books):
Inventory of Hadiths on *Khiyar* in the Kutubus Sittah

a. Sahih al-Bukhari

- Author: Abu Abdullah Muhammad bin Ismail al-Bukhari.
- Book (Major Chapter): *Kitāb al-Buyū'* (Buying and Selling).
- Chapter (Sub-Chapter) and Hadith Number:
- Bāb Kam Yajūzu al-Khiyār* (Chapter: How Long Is the Right of Choice Permitted?): No.2107.
- Chapter: If the Right of Choice Is Not Time-Limited: 2109.
- Chapter on Both Parties in a Transaction Having the Right of *Khiyar*: 2111.
- Chapter: If One of Them Gives the Other the Right of *Khiyar* After the Sale (Chapter: If One of Them Gives the Other the Right of *Khiyar* After the Sale): 2112.
- Chapter on When the Seller Has the Right of *Khiyar*: 2113.
- Chapter: If One Buys Something and Immediately Donates It: 2116.

b. Sahih Muslim

- Author: Imam Muslim bin al-Hajjaj al-Naisaburi.
- Book (Major Chapter): *Kitāb al-Buyū'* (Book of Buying and Selling).
- Chapter (Sub-Chapter): Chapter on the Validity of the Right of Choice for the Two Parties to a Transaction. Hadith Number: 1531.

c. Sunan Abu Dawud

- Author: Imam Abu Dawud Sulaiman bin al-Asy'ats al-Sijistani.
- Book (Major Chapter): *Kitāb al-Ijārah* (Book of Ijarah).
- Chapter (Sub-Chapter): Chapter on the Option of the Two Parties to the Transaction. Hadith Number: 3454–3455.

d. Jāmi' al-Tirmidzī

- Author: Imam Abu Isa Muhammad bin Isa al-Tirmidhi.
- Book (Major Chapter): *Abwāb al-Buyū'* (Chapters on Buying and Selling).
- Chapter (Sub-Chapter): Chapter on What Has Been Mentioned Regarding the Right of Option in a Sale Where the Parties Have Not Yet Parted Ways. Hadith Number: 1245.

e. Sunan al-Nasā'ī

- Author: Imam Abu Abdurrahman Ahmad bin Shu'aib al-Nasa'i.
- Book (Major Chapter): *Kitāb al-Buyū'* (Book of Buying and Selling).
- Chapter (Sub-Chapter) & Hadith Number:
- Chapter on the Mention of Differences Regarding Nafi' in the Wording of the Hadith: 4465-4474.
- Chapter on the Mention of Differences Regarding 'Abd Allāh ibn Dīnār in the Wording of This Hadith: 4475–4480.



f. Sunan Ibn Majah

a. Author: Imam Abu Abdullah Muhammad bin Yazid bin Majah.

b. Book (Major Chapter): Kitāb al-Tijārāt (Book of Commerce).

c. Chapter (Subchapter): Chapter on the Right of Option for Buyers and Sellers Who Have Not Parted Ways. Hadith Number: 2181.

3. Vocabulary of the Hadith

Here are some important terms in the hadith *on khiyār*, along with explanations of their linguistic and technical meanings:

- a. **تَبَايَعٌ (Tabāya'a)** Meaning: To mutually enter into a sales contract. This word derives from the root (ب ي ع), which means buying and selling or exchange. The form *tafā'ala* indicates the involvement of two parties: the seller and the buyer (Rahim, 2013). In the context of the hadith, the word *tabāya'a* emphasizes that a sales contract is only valid if entered into by two parties who are both consenting.
- b. **الرَّجُلَانِ (Ar-Rajulāni)** Meaning: Two people. This refers to the two parties entering into the contract, namely the seller and the buyer. Although the wording of the hadith uses the term "two people," scholars agree that its meaning applies generally to all parties engaging in a sale and purchase transaction, whether male or female, individuals or institutions (Hadi, 2020).
- c. **الْخِيَارِ (Al-Khiyār)** Meaning: The right to choose. Linguistically, *khiyār* means choosing the better option. In fiqh terminology, *khiyār* is the right granted to the contracting parties to choose between continuing the contract (*imḍā'*) or canceling the contract (*fasakh*), as long as certain conditions remain in place (Santoso, 2012).
- d. **مَا لَمْ يَتَفَرَّقَا. (Mā lam yatafarraqā)** Meaning: As long as the two have not parted ways. This phrase is the essence of *khiyār al-majlis*. Its meaning indicates that the right of *khiyār* remains valid as long as both parties are still in the same contractual assembly. If the two have parted ways, then the right of *khiyār al-majlis* ends and the contract becomes binding (Santoso, 2012).
- e. **يُخَيَّرُ (Yukhayyiru)** Meaning: To give the other party a choice. This term indicates the presence of *takhyir*, wherein one party defers the final decision to the other party (Mughits, 2017). If the party given the choice agrees, the right of *khiyār* is forfeited and the contract becomes valid and binding, even if physical separation has not yet occurred.
- f. **وَجِبَ الْبَيْعُ (Wajaba al-bai')** Meaning: The sale becomes certain, valid, and binding. Linguistically, *wajaba* means to become fixed and certain (Darwis & Bilondatu, 2021). In the terminology of fiqh al-muamalah, this phrase indicates that the contract has been perfected and thus cannot be unilaterally annulled without a valid legal reason (such as a defect in the item, fraud, or a conditional right of choice).
- g. **يَتْرُكُ (Yatruku)** Meaning: To abandon, to cancel. This refers to canceling the contract before the meeting concludes. This hadith indicates that cancellation is permissible as long as the right of *khiyār* remains valid, and it is not considered a sin or a form of betrayal, since this right is granted by Islamic law.

4. The Concept of *Khiyār*: Definition and Types

Khiyār is a type of contract closely related to sales contracts. Therefore, many hadith collections place *khiyār* in the chapter on sales (Neni Hardiati et al., 2024). The following are the definition, legal basis, and types of *Khiyār* in muamalah.

a. Definition of *Khiyār*

Linguistically, the word *khiyār* (خيار) in Arabic grammar derives from the root *Khara - Yakhiro - Khoiron* (خَار - يَخِيرُ - خَيْرًا), which means to choose, to decide on something, or to seek the best. This word is closely related to the word *Al-Khair* (الخير), which means "goodness" (Hapi Badali, 2023). Philosophically, a person who exercises *khiyār* is striving to find "khair" or the best outcome and benefit for themselves in a transaction.

Meanwhile, according to the terminology of the scholars, *khiyār* is defined as follows:

In technical terms, *khiyār* is defined by Muhammad bin Isma'il Al-Kahlani as follows:

الْخِيَارُ هُوَ طَلَبُ خَيْرِ الْأَمْرَيْنِ مِنْ إِمْضَاءِ الْبَيْعِ أَوْ فَسْخِهِ

Khiyār is the act of choosing the best of two matters, namely continuing the sale or canceling it (Indriati, 2016).

Sayid Sabiq defines *khiyār* as follows.

الْخِيَارُ هُوَ طَلَبُ خَيْرِ الْأَمْرَيْنِ مِنَ الْإِمْضَاءِ أَوْ الْإِلْغَاءِ

Khiyār is the demand for the best of two matters, namely continuing (the sales contract) or canceling it (Hamid, 2023).

Wahbah Zuhaili defines *khiyār* as follows.

وَمَعْنَى الْخِيَارِ: أَنْ يَكُونَ لِلْمُتَعَاقدِ الْخِيَارَ بَيْنَ إِمْضَاءِ الْعَقْدِ وَعَدَمِ امْضَائِهِ بِفَسْخِهِ إِنْ كَانَ الْأَمْرُ أَمْرَ خِيَارٍ شَرْطٍ أَوْ رُؤْيَةٍ أَوْ غَيْبٍ أَوْ أَنْ يَخْتَارَ أَحَدَ الْمَبِيعَيْنِ إِنْ كَانَ الْأَمْرُ أَمْرَ خِيَارِ النَّعْيَيْنِ

The meaning of *khiyār* is a contract in which the parties have the right to choose between continuing the contract and not continuing it by canceling it if the *khiyār* is a *khiyār* of condition, inspection, or defect; or choosing one of two items if the *khiyār* is a *khiyār* of specification (Basyariah, 2022).

From the definition presented above, it can be summarized that *khiyâr* is the choice to proceed with the sale or to cancel it, due to a defect in the item being sold, or due to an agreement made at the time of the contract for other reasons (Jamilah & Firmansyah, 2019). The purpose of establishing *khiyâr* is to ensure the benefit of both parties so that there is no regret after the contract is concluded, as both parties are willing or in agreement (Harahap & Tanjung, 2022).

b. Types of *Khiyar*

1. *Khiyar Majelis*: The right to choose while still at the place of transaction (Hasanah et al., 2019).

Khiyar majlis in Arabic is a *masdar mimi* (verbal noun). The word “*julus*” (جُلوس) is the original *masdar* of the verb “*jalasa*” (جَلَسَ), meaning “to sit” If you wish to form a word meaning “seating area” using a structure similar to the *masdar mimi*, the correct term is *majlis* (مَجْلِس) (Riyadi, 2019). Furthermore, the meaning of “*majlis akad*” according to *fiqh* scholars is the place where the parties entering into a contract are present from the start of the contract until its completion (Suhaimi et al., 2021). Therefore, the “*majlis akad*” is the gathering place where the contract takes place, regardless of the condition of the contracting parties, as determined by Islamic law for those conducting the transaction, at the time all parties are present at the transaction location (Sulistiyowati, 2018).

The period of choice in the assembly ends with one of two outcomes: mutual selection (*takhayur*) or mutual separation (*tafarruq*):

a) *Takhayur* is the decision made by the transacting parties to either proceed with or cancel the transaction while still present in the assembly of the contract (Sugiara et al., 2025). Once the transacting parties have made one of these choices, the right of *khiyar* in the assembly ends, even if both parties have not yet departed from the assembly of the contract.

b) *Tafarruq* is the separation of the two parties conducting the transaction from the contract venue. The definition of *tafarruq* refers to the customary meaning (*urf*). *Tafarruq* can occur when the right of *khiyar* for both parties ends, even if only one party leaves the contract venue (Suhaimi et al., 2021). This is because the event of *tafarruq* cannot be divided like *takhayur* as described above.

Conditional Right of Choice: A right of choice agreed upon for a specific period of time.

Sayid Sabiq defines *khiyâr* syarat as follows:

خِيَارُ الشَّرْطِ هُوَ أَنْ يَشْتَرِيَ أَحَدُ الْمُتَبَاعِيَيْنِ شَيْئًا عَلَى أَنْ لَهُ الْخِيَارَ مُدَّةً مَعْلُومَةً وَإِنْ طَالَتْ إِنْ شَاءَ أَنْفَقَ الْبَيْعَ فِي هَذِهِ الْمُدَّةِ وَإِنْ شَاءَ الْإِعَاءَ

Khiyâr syarat is a type of option in which a person purchases something from another party on the condition that he may exercise the option within a specific period or timeframe, even if that period is long; if he so desires, he may proceed with the sale, and if he so desires, he may cancel it (Hasanah et al., 2019).

This definition implies that *khiyâr* syarat is a form of *khiyâr* in which the parties to a sales contract stipulate that, within a certain period of time, both or either of them may choose to proceed with the sale or cancel it.

Based on a hadith from Muhammad ibn Yahya ibn Hibban, he said that he was my grandfather Munqidz ibn ‘Umar, and he was a man afflicted with a disease in the al-ammah of his head, causing his tongue to split. However, he refused to give up his trade. Consequently, his sales were always at a loss because he was deceived. Then he came to the Prophet, and the Prophet said to him: When you conduct a transaction, say, ‘No deception allowed.’ Then you may exercise the right of *khiyâr* regarding any item you purchase within three days; if you are satisfied (agree), you may keep it (proceed with the transaction), and if you are not satisfied, you may return it to its owner. (Narrated by Al-Bukhari in his Tarikh, Ibn Majah, and Daruquthni).

The hadith mentioned above indicates that in a sales contract, both the seller and the buyer may stipulate the right of choice within a three-day period to either proceed with the transaction or cancel it (Jamilah & Firmansyah, 2019). From this hadith, it can also be understood that the right of option (*khiyâr*) may be exercised by both parties to the sales contract, by one party, or by both or one of them directed toward a third party (Maika, 2017). Whoever exercises the right of option, the one who speaks first is the one who sets the conditions.

5. The Validity Period of *Khiyâr*

The duration of this *khiyâr* is a matter of dispute among the fuqahâ.

According to the Hanafis, in terms of its validity period, *khiyâr* is divided into three categories, as follows:

a. *khiyâr* that is unanimously considered invalid (*fasid*). There are two types of this: (1) the duration of the *khiyâr* is stated vaguely. For example: “I buy this item with the condition of *khiyâr* for a few days or indefinitely”; (2) the *khiyâr* is stated absolutely without linking it to any duration at all. For example, “I buy this item with the condition of *khiyâr*, without mentioning any duration at all (Sofyan & Teti, 2021).”

b. *khiyâr* that is permitted by consensus is the one where the duration is specified, namely for three days or less.

c. *khiyâr* that is disputed. An example is “I bought this item with a *khiyâr* condition for one month or two months.” According to Abu Hanifah, this is a void condition. However, Abu Yusuf and Muhammad bin Hasan state that such a condition is permissible. This is because, in their view, if the duration of the *khiyâr* is specified as more



than three days provided it is clearly defined the condition is valid and the contract is valid. Nevertheless, according to Imam Abu Hanifah, such a *khiyâr* is invalid, and the contract is void or suspended.

According to the Maliki mazhab, the validity period of the *khiyâr* condition is divided into four parts, as follows:

- a. *The option* in the sale of immovable property and related items, such as buildings and trees. *The option* in this first category is valid for up to 36 (thirty-six) or at most 38 (thirty-eight) days. If it exceeds 38 days, the contract becomes void.
- b. *The option* regarding merchandise, such as clothing. *The option* in this category applies only for three to five days. If more than five days have passed, the contract becomes void (Neni Hardiati et al., 2024).
- c. *Khiyâr* regarding animals. If the animal is not intended for riding, such as cows, goats, and birds, then *khiyâr* applies only for three to five days. As for animals intended for riding, if *the right of choice* is to determine whether the price is low or high and the animal's condition in addition to its suitability for riding, then the period of *the right of choice* is also three to five days. If *the right of choice* is to determine the condition of the animal for riding, then it may be for use within the city (short distance) or outside the city. If for riding within the city, the period of *the right of choice* is two days. If the vehicle is for use outside the city, the *khiyâr* period is equivalent to two stages of travel (Indriati, 2016). However, some Malikis state that *the khiyâr* for animals, whether for riding or not, is the same approximately three days or more. The specific duration in days and stages applies only to vehicles.

If the *khiyâr* period exceeds the time limit set above, or if the terms of the *khiyâr* are unclear, then the sales contract becomes invalid.

According to the Shafi'i mazhab. The period of *khiyâr* is three days or less, provided that it is continuous and consecutive. If the terms of the *khiyâr* period are unclear, the sales contract becomes void. For example, "I sell this item to you with a *khiyâr* period of several days or indefinitely." Likewise, if the period of *khiyâr* is not continuous with the condition, such as "I sell this item to you now, with *the khiyâr* starting tomorrow," then the sales contract becomes void (Jamilah & Firmansyah, 2019). Similarly, if the first day is continuous with the contract for example, Thursday but the twoday condition begins on Saturday, for instance, then the contract becomes void. The calculation of days does not include the night, except for the first and second days, because the day (daytime) is continuous with the night. Thus, the limit of the third day is only until maghrib, not until nightfall (Rofiani, 2009).

- a. *Khiyar Aib*: The right to cancel the contract if a defect is found in the goods that was unknown at the time of the transaction.
- b. *Khiyar aib* is the right to choose between proceeding with or canceling the transaction if three conditions occur: *first*, the commodity is found not to meet the conditions expected under the contract; *second*, the commodity does not meet general standards; and *third*, the commodity is nonconforming due to manipulative actions (Eleanora & Dewi, 2022). When a buyer is unaware of a defect in the goods but becomes aware of it after the contract is concluded, and the contract remains valid, the customer has the right to exercise the option to either exchange the goods or seek compensation commensurate with the defect in the goods. Sayyid Sabiq explains that regarding goods damaged prior to delivery, there are six methods of resolution, namely (Muthiah, 2018):
 - 1) If the defect affects the entire item or part of it before the exchange of consent (*ijab qabul*) and is caused by the buyer's actions, the sale is not void, and the contract remains valid as originally agreed.
 - 2) When the damage to the goods is caused by the actions of a third party (neither the buyer nor the seller), the customer may choose to either proceed with or cancel the contract.
 - 3) A sale may be void if the defect in the goods occurred before the exchange of consent due to the seller's negligence or if the defect is inherent in the goods.
 - 4) If the defect in a good is partly due to the seller's actions, the buyer is not required to compensate for the damage to that good; however, for other defects, the buyer may choose between paying for it with a price reduction.
 - 5) If the item is defective on its own, the buyer must pay according to the item's selling price. However, the seller may choose between not proceeding with the transaction and requesting the return of the item while receiving a full refund.
 - 6) If the damage to the goods is caused by a calamity from Allah, and the quality and price of the goods have decreased, the buyer may choose between canceling the contract or proceeding with the purchase by paying the remaining balance and receiving a price reduction.
- c. *Khiyar Ru'yah*: The right to choose after the buyer has seen the object of the contract that had not been seen previously.

Khiyar Ru'yah is the right to choose whether to proceed with the contract or cancel it after the buyer has inspected the item being sold. This applies when the item is not present at the time of the transaction. After the buyer personally inspects the condition of the item, they may proceed with the sale if satisfied or cancel it if not (Hasanah et al., 2019).

6. The Relevance of *Khiyar* in Modern Economic Practice

In the digital age, the principle of *khiyar*, derived from Hadith No. 2112 and other narrations, retains significant relevance. This principle has evolved into a consumer protection mechanism in contemporary transactions:



- a. E-Commerce (Digital Khiyar): The “Cancel Order” feature available before goods are processed or shipped serves as a modern manifestation of *Khiyar*. This allows buyers to reconsider their transaction while the digital “contractual assembly” is still in progress (ur Rahman et al., 2017).
- b. Return Policy (Application of *Khiyar Aib* & *Khiyar Syarat*): The policy allowing returns within a specific timeframe (e.g., 48 hours or 7 days) is a practical application of *Khiyar Aib* and *Khiyar Syarat*. If the received item does not meet specifications or has hidden defects, consumers have the legal right to return it (Yazid et al., 2023).
- c. Consumer Protection (Ethical Foundation): The concept of *khiyar* serves as the ethical foundation for the formulation of consumer protection laws in various countries. The aim is to ensure transparency of information, prevent elements of fraud (*gharar*), and ensure full consent (*antaradin*) in every online transaction (Almunawaroh et al., 2026).

CONCLUSION

This study successfully demonstrates that Hadith No. 2112 of Sahih al-Bukhari regarding the right of *khiyar* possesses undeniable authenticity through the validation of the *Silsilah adz-Dzahab* chain of transmission. This finding confirms that consumer protection mechanisms in Islam are not merely ethical norms but legal provisions grounded in highly accurate (*dhabth*) data transmission and free from distortion over fourteen centuries. A comparative analysis of the four schools of jurisprudence reveals flexibility in the scope of the time limit for *khiyar*, providing a foundation for legal adaptation to the complexities of modern transactions. In substance, the traditional principle of *khiyar* has organically transformed into the digital economic ecosystem through features such as *order cancellation* and *return policies*. This integration demonstrates that the values of justice in muamalah remain relevant for addressing the issue of *information asymmetry* that frequently arises in online commerce. Thus, this study concludes that *khiyar* is the earliest and most adaptive consumer protection instrument in the history of human law, capable of ensuring absolute mutual consent (*antaradin*) amidst rapid changes in financial technology.

Implications and Contributions

Theoretically, this study contributes to the literature on Islamic economic law by offering a model of synchronization between traditional hadith interpretation and modern economic theory. Practically, the findings of this study imply the strengthening of an ethical foundation for regulators to formulate more inclusive and transparent consumer protection policies. This study recommends the need for operational standardization of the *khiyar* principle on digital platforms to minimize potential disputes and enhance consumer confidence in a competitive global market.

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