

## CHAPTER I

### INTRODUCTION

#### A. Background of the Study

The development of internet-based information technology is able to have a positive impact on humans, which makes it easier to interact, exchange information in various activities and increase the trend of technological development with all forms of human creativity. Along with advances in technology make people more easily in fulfilling various needs of their lives. In Indonesia, businesses using online systems are becoming increasingly popular. According to Warsito, the Director of the Telematics Electronics Industry of the Directorate General of High Technology-Based Leading Industries stated that the prospect of e-commerce in 2015 was promising with growth reaching 60% -70%.

Go-Jek is a transportation company that serves people using motorbikes (motorcycle taxis) based online. The company was founded by Nadiem Makariem in 2011 and launched a mobile application in early 2015 with coverage areas of Jakarta, Bandung, Surabaya and Bali. The phenomenon of the presence of Gojek in the community is felt to be quite helpful, especially for the people in Jakarta. In the busyness and traffic that often occurs in the capital city, Go-Jek is one of the choices of the community because using a motorcycle will make the trip faster and easier to break down traffic and can take small roads. Thus, Go-Jek is helpful for time hunter.

In addition one of the service features available in the Go-Jek application is Go-Food. It is a delivery service provided by the Go-Jek company to buy and deliver food orders to its users. The service involves 3 (three) parties, namely users, restaurants and motorcycle taxi drivers. The mechanism of this service is that the user opens the Go-Food feature in the Go-Jek application so that a list of restaurants will appear and the price of food will appear as well. Then the user selects the food menu to order. The motorcycle taxi driver buys food and pays the price (paid first / bailed out by the motorcycle taxi) and the motorcycle taxi delivers food to the user. Finally, the user pays the price of food in cash or on credit through the motorcycle taxi credit service, the method of payment through top-up method with a minimum balance of IDR 100 thousand. Prices paid by users consist of three components: (1) food prices; (2) courier fees; and (3) shipping costs. For example, the courier fee is IDR 25.000 for the city (for example 6 km radius) and there is an additional IDR 4000 per 1 km if outside the 6 km radius. While shipping costs are the cost of ordering through on-line features priced at IDR 10.000.

**Table 1 Price Comparison Between Offline Foods Products and Online Go-Food Application**

No	Food Name	Price in Outlets	Price in Application	Mark Up (in rupiah)	Mark Up (in %)
1	Paket Ayam Kremes (Lesehan Aldan)	16.000	20.000	4.000	25%
2	Yamie Polos Asin Kenyang (Yamie Panda)	11.000	13.200	2.200	20%

3	Paket Ayam Krispy Geprek (Ayam Ngekozzz)	13.000	16.000	3.000	25%
4	Nasi Ayam Goreng (Padang Bungo Palo Restaurant)	16.000	19.000	3.000	25%
5	Sate Padang (Sate Padang Asli)	16.000	19.000	3.000	25%
6	Ketoprak Spesial (Ketoprak Kuburan)	10.000	12.000	2.000	20%
7	Dada Ayam (Quick Chicken)	12.000	16.000	4.000	30%
8	Patah 1 Sayap (Dirty Chicken)	14.000	17.000	3.000	25%
9	Ayam Bakar (Soto Lamongan Arnex 69)	14.000	17.000	3.000	25%
10	Bakso Kuah ( Bakso and Mie Ayam PM)	11.000	14.000	3.000	25%

Source: Previous Data in 2019

Based on the table 1.1 it can be seen the difference of the price between direct purchases and purchases using the Go Food application or online. The price difference between outlets varies greatly, price increases occur from 20% to up to 30% in buying and selling offers. In Islam, buying and selling must be kept away from syubhat, garar or usury. As Allah has said. in the Qur'an below:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ۚ  
 ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا ۗ وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا ۚ فَمَنْ جَاءَهُ  
 مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَىٰ فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ ۗ وَمَنْ عَادَ فَأُولَٰئِكَ أَصْحَابُ  
 النَّارِ ۗ هُمْ فِيهَا خَالِدُونَ

Translation: Those who swallow usury cannot rise up save as he ariseth whom the devil hath prostrated by (his) touch. That is because they say: Trade is just like usury; whereas Allah permitteth trading and forbiddeth usury. He unto whom an admonition from his Lord cometh, and (he) refraineth (in obedience thereto), he shall keep (the profits of) that which is past, and his affair (henceforth) is with Allah. As for him who returneth (to usury) – Such are rightful owners of the Fire. They will abide therein. (Al Baqarah, 275)

Buying and selling is one type of muamalah regulated in Islam. What is meant by muamalah is the activity of exchanging goods or something that provides benefits in a way that has been determined, while the notion of buying and selling itself is to exchange another item in a certain way (contract) (Rasjid, 2007). As the basic perception of muamalah according to Islam, online business is permissible as long as it does not contain elements that can damage it such as usury, tyranny, fraud and others

In buying and selling there are terms and conditions that must be met by both parties. The conditions that must be fulfilled are the conditions for the contract (in'iqad), the legal requirements for the contract, the conditions for implementing the contract (nafadz) and the terms of the agreement. The purpose of these conditions is to avoid conflicts among humans, to protect the benefit of people who are in contract, to avoid gharar buying and selling (there are elements of fraud). In buying and selling orders there are several kinds, namely buying and selling with greetings contract and buying and selling with istisna' contract. Greeting contract is buying and selling something with certain criteria with current payments and receipts (Dahlan, 2017).

Contract is an important element in a business and for cases of buying and selling that use Go-Food services, There are two contracts that occur in the transactions, namely the ijarah contract and the qardh contract. The ijarah contract (rent) occurs when the customer asks the driver to deliver the ordered food to the customer, then the customer pays the shipping cost to the driver. The customer is a service tenant, while the driver as a service provider, and the shipping cost paid as a wage for the driver While the qardh contract (debt) occurs when the driver bears the cost of paying for goods or food orders from the customer and then the payment is paid by the customer when the driver delivers the order. The driver acts as the lender and the customer as the borrower.

Basically, the qardh contract perception is permissible while there is no additional usury for lenders or debt. In this case, there is a ban on the Prophet sallallaahu alaihi wa sallam combining the loan agreement with a sale and purchase contract that "it is not perceptionful to combine loan agreements and buying and selling" (HR. Abu Daud. According to Al-Albani Derajat of This Hadith Hasan Shahih) (Tarmizi, 2017).

In accordance with the explanation above, the merger of the qardh and ijarah contracts is prohibited because it is to close the gap of usury where lenders are very likely to get benefit from the ijarah contract. However, if it can be ascertained that the lender in this case the Go-Jek driver does not take advantage of the transaction from the service delivering the order from the place of goods or food that has been purchased to the customer's place. It is

proven by the transportation cost of the goods or food paid equal to transport costs for shipping. In addition, it was also explained by the scholars about the principle of usury that something is forbidden because it is feared that it would lead to usury. It is unperceptionful to combine a loan agreement with buying and selling then it becomes permissible if there is an interest in merging the contract.

Meanwhile, Imam Ibn Taymiyah stated that the multi-contract was permitted by some scholars, although it was not absolutely permissible (Sofyan, 2007). In accordance with this opinion, the contract of food delivery service with online motorcycle taxi is legal or not prohibited. Likewise, the views of the Shafi'i Madzhab, which states that the Go-Food transaction is an *ishtishna contract*, namely the contract of greetings and *ijarah*, is permissible. In the Go-Food application, there are sellers, buyers and goods offered, were Go-Jek drivers act as sellers of goods and services. The party who sells the item is not the maker of the ordered goods, but the Go-Jek company with its Go-Jek application and this is referred to as the *salam and ijarah contract*. The terms of the *ishtishna contract* are a description of the type, quality, and characteristics of the goods offered. Another requirement is that the time must be clear. In this *ishtishna contract*, payments can be paid at the end after the item is received, or in installments according to the agreement (Sofyan, 2007).

Research related to economic development, especially in the field of e-commerce has been carried out previously by Fahma, Rusdiyah (2014) who has examined the Review of Islamic Law Against the Pre-Purchase Agreement of Khanza Online Shop by Rusdiyah Fahma. Field research is conducted in the field is at the Khanza Online Store. This study examines the buying and selling system based on pre orders with the perspective of fiqh bai 'istiṣnā. Furthermore, research conducted by Rahayu, Wienda Fitri (2019) with the title of sharia perspective research on payment methods of buying and selling goods or services in Gojek in the opinion of scholars on social media. This study examines the differences of opinion of the scholars on YouTube social media and blogs on the payment method of buying and selling goods on the Go-pay application.

There are similarities and differences between this research and previous research. Where the similarities are found in the subject of e-commerce studies are products from Gojek. While the difference lies in the object of study where this research wants to examine food purchase transactions using the Go-Food application based on an Islamic perspective. It does not only utilizes, lectures from social media youtube or blogs but will also look based on the hadith and the Qur'an to get an overview more comprehensive about the phenomenon.

Based on the background above, the research conducts a study with the title "The View of Islamic Shari'ah Economic Perception in Food Purchasing Transactions Using the Go Food Application in Yogyakarta".

**B. Limitation of the Problems**

The limitations of this study are the explanation of the practice of buying and selling food and Go-Food application. and a review of Islamic perception on the practice of buying and selling food and the Go-Food application.

**C. Formulation of the Problems**

How the view of islamic shari'ah economic perception in food purchasing transactions using the Go Food application in Yogyakarta?

**D. Objective of the Study**

Based on the background and formulation of the problem above, the objectives to be achieved in this study are:

1. To describe the practice of buying and selling food and the Go-Food application.
2. To describe the analysis of Islamic perception on the practice of buying and selling food and the Go-Food application

**E. Significances of the Study****1. Theoretical benefit**

Theoretically, the results of this study will provide advice in legal science, especially regarding buying and selling transactions through Go-Food services in the perspective of Islamic perception.

**2. Practical benefit**

Practically this research can add insight and knowledge to writers and the public regarding buying and selling transactions through Go-Food services in the perspective of Islamic perception and can be used as material



to improve the practice of ordering food services that are in accordance with Islamic rules.