

Ibn Hajar Al-Asqalani's Perspective on Gharar in Economic Transactions

Siti Nurhasanah Munawaroh

Sekolah Tinggi Agama Islam Bhakti Persada Majalaya Bandung, Jawa Barat, Indonesia
sitinurhasanah@mail.ugm.ac.id

Tio Arithama Rohman

Sekolah Tinggi Agama Islam Bhakti Persada Majalaya Bandung, Jawa Barat, Indonesia
tioarithamar@gmail.com

Abstract

Transactions in Islamic economics must uphold justice, transparency, and the avoidance of uncertainty (gharar). A key challenge is managing uncertainty in high-risk transactions that may cause unjust profit, lack of clarity, and disputes. Ibn Hajar Al-Asqalani, a renowned scholar in fiqh and hadith, provides valuable insights on gharar that remain relevant to contemporary economic practices. This study aims to explore his perspective on gharar in economic transactions. Gharar, prohibited in Qur'an Surah An-Nisa verse 29 and Hadith Muslim no. 1513, is rejected unanimously by classical Islamic schools. Al-Ghazali emphasized honesty and transparency to avoid gharar, while fiqh al-mu'amalah outlines essential pillars and conditions to regulate transactions. This research employs literature study using Ibn Hajar's works and related scholarly contributions. Ibn Hajar defines gharar as ambiguity regarding the object or contract before execution. He prohibits excessive (fahish) gharar but tolerates minor (yasir) gharar if it does not harm either party, often resolved through the option of khiyar. He highlights that gharar arises when the essential pillars and conditions of sale are not met, thus stressing justice and realism in contracts. Imam Malik, by contrast, permits customary practice (urf) as long as it aligns with justice and avoids harm. In modern practice, maqasid al-shari'ah serves to secure public benefit (maṣlaḥah) and prevent harm (mafsadah). Economic actors are encouraged to uphold these principles, especially in online and derivative transactions. The findings suggest that Ibn Hajar's framework provides a foundation for analyzing high-risk contracts in Islamic economics.

Keywords: Gharar, Ibn Hajar Al-Asqalani, Economic Transactions

Abstrak

Transaksi dalam ekonomi Islam harus menjunjung keadilan, keterbukaan, dan menghindari ketidakpastian (gharar). Tantangan utama adalah mengelola gharar dalam transaksi berisiko tinggi yang berpotensi menimbulkan keuntungan tidak wajar, ketidakjelasan, dan perselisihan. Ibnu Hajar Al-Asqalani, ulama besar dalam bidang fiqh dan hadits, memberikan pandangan tentang gharar yang relevan untuk menjawab

persoalan ekonomi kontemporer. Penelitian ini bertujuan mengkaji pandangan beliau mengenai gharar dalam transaksi ekonomi. Gharar secara tegas dilarang dalam Al-Qur'an Surah An-Nisa ayat 29, diperkuat Hadis Riwayat Muslim no. 1513, serta disepakati para ulama madzhab. Al-Ghazali menekankan pentingnya kejujuran dan transparansi, sementara fiqh muamalah menetapkan rukun dan syarat sah jual beli sebagai pedoman. Penelitian ini menggunakan metode studi kepustakaan dengan karya Ibnu Hajar sebagai sumber primer. Menurut Ibnu Hajar, gharar adalah transaksi yang mengandung ketidakjelasan pada objek maupun akad. Ia mengharamkan gharar berlebihan (*fahisy*) namun membolehkan gharar ringan (*yasir*) jika tidak merugikan pihak mana pun melalui mekanisme *khiyar*. Gharar terjadi bila rukun dan syarat jual beli tidak terpenuhi, sehingga prinsip keadilan dan realitas perlu ditanamkan agar transaksi tetap sah. Imam Malik membolehkan praktik kebiasaan (*'urf*) selama tidak bertentangan dengan keadilan dan tidak menimbulkan kerugian. Dalam transaksi modern, prinsip *maqasid al-syari'ah* menekankan pencapaian kemaslahatan dan pencegahan mudarat. Pelaku ekonomi disarankan menjaga kemaslahatan, khususnya dalam transaksi online dan derivatif. Hasil penelitian ini diharapkan menjadi rujukan bagi kajian lebih lanjut mengenai transaksi berisiko tinggi melalui perspektif Ibnu Hajar Al-Asqalani.

Kata Kunci: Gharar, Ibnu Hajar Al-Asqalani, Transaksi Ekonomi.

A. Introduction

The concept of *gharar* is one of the important aspects of Islamic economic law, particularly in the study of *fiqh mu'amalah*, as it is directly related to the principles of justice and transparency in transactions. In general, *gharar* refers to a form of ambiguity or uncertainty within a contract that may create the potential for loss or injustice to one of the parties involved. ¹In Islamic economics, valid transactions must be based on the principle of *tauhid*, avoid elements of *riba*, *maysir*, and *gharar*, and prioritize the pleasure of Allah SWT as the ultimate objective of economic activities.²

The prohibition of transactions that involve elements of *gharar* is clearly affirmed in various sources of Islamic law, including the Qur'an, the Hadith, *Ijma'*, and *Qiyas*, on the grounds that such transactions may result in deceptive practices, manipulation of information, and forms of uncertainty that are detrimental to the parties involved.³ Therefore, a comprehensive understanding of the concept of *gharar*

¹ Lidya Zanti dkk, "Gharar dalam Transaksi Ekonomi: Analisis Hukum Islam dan Implikasinya," *Jurnal Kajian dan Penelitian Umum*, Vol. 2, No. 6, 2024, hlm. 1

² Fakrurradhi, "Prinsip-Prinsip Ekonomi Islam dalam Al-Qur'an Menurut Tafsir Ibnu Katsir," *Jurnal Al Mashaadir*, Vol. 2, No. 2, 2021, hlm. 14.

³ Muthia Azzahra dkk, "Gharar: Konsep Memahami dalam Fiqih – Definisi dan Implikasinya dalam Transaksi," *Jurnal Studi Pendidikan Agama Islam*, Vol. 1, No. 4, 2024, hlm. 1–2.

is essential to ensure that transactions within Islamic economics continue to operate in accordance with the principles of justice and legal certainty.⁴

Several classical scholars, such as Imam Maliki, Imam al-shafi'i, Imam Abu Hanifah, Imam Ibn Taymiyyah, and Ibn al-Qayyim, have elaborated on the limits and parameters of *gharar* in transactional practices.⁵ One of the prominent figures in the Shafi'i school, Ibn hajar al-Asqalani, also made a significant contribution to the understanding of the various forms of uncertainty that may invalidate a transaction from the perspective of Islamic law shar'i.⁶

However, in-depth studies on the relevance of Ibn hajar al-Asqalani views to contemporary economic transactional practices remain limited. Therefore, this study aims to analyze Ibn hajar al-Asqalani thought on *gharar* in economic transactions.

B. Literature Review

The theoretical framework is fundamentally constructed from a set of theories, legal principles, Qur'anic verses, and Hadiths that are relevant to the research theme. These foundational elements are then connected with the perspectives of scholars, thereby forming a coherent and systematic line of reasoning. The research questions that have been formulated are further elaborated into specific indicators and subsequently refined through the delimitation of the research scope, so that the findings of the study may lead to the expected conclusions.⁷

Contemporary economic transactions frequently contain elements of *gharar* that pose significant risks, particularly in sale and purchase practices that involve ambiguity or uncertainty and may potentially disadvantage one of the contracting parties. This condition indicates that the principles of transparency and justice in economic activities, which constitute the fundamental foundations of Islamic economics, have not yet been fully realized. Within this context, Ibn hajar al-asqalani, as one of the classical scholars, offers important insights into the dangers of *gharar* in

⁴ Lidya Zanti dkk, "Gharar dalam Transaksi Ekonomi", hlm. 1.

⁵Muh. Fudhail Rahman, "Hakekat dan Batasan-Batasan Gharar dalam Transaksi Maliyah," *SALAM: Jurnal Sosial dan Budaya Syar'i*, Vol. 5, No. 3, 2018, hlm. 2-4

⁶ Ahmad Warson Munawwir, *Kamus Al-Munawwir: Arab-Indonesia*, (Surabaya: Pustaka Progressif, 1997), hlm. 1214.

⁷ Agus Nurkholiq dkk, "*Buku Panduan Skripsi*", (Bandung : Swaba Persada Pers, 2022). Cet ke-10. Hal. 10.

economic transactions, emphasizing the necessity of prudence to ensure that economic practices do not involve elements of uncertainty that may cause harm..

Based on the aforementioned issues, reference is made to Qur'an Surah An-Nisa (4), verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ
مِنْكُمْ ۖ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

“O you who believe! Do not consume one another's wealth unjustly, but only through lawful trade conducted by mutual consent among you. And do not kill yourselves. Indeed, Allah is Most Merciful to you.”⁸

This principle is further reinforced by a Hadith as a source of Islamic law, narrated by Muslim (No. 1513) :

وَعَنْ أَبِي هُرَيْرَةَ اللَّهِ قَالَ : نَهَى رَسُولُ اللَّهِ ﷺ عَنْ بَيْعِ الْحِصَاةِ، وَعَنْ بَيْعِ الْعَرْرِ. رَوَاهُ مُسْلِمٌ

“It was narrated from Abū Hurayrah (may Allah be pleased with him) that he said: The Messenger of Allah ﷺ forbade transactions involving the throwing of stones (*bay' al-haṣāh*) and transactions that contain uncertainty (*bay' al-gharar*).”⁹

C. Method

This study employs a qualitative approach using the library research method, which aims to achieve an in-depth understanding through the researcher's engagement with the object of study. The research focuses on Ibn Hajar al-Asqalani's views on *gharar* in economic transactions and examines their relevance to contemporary economic practices. The research data were obtained through an examination of Ibn Hajar's works, such as *Bulughul Maram* and *Fath al-bari*, as well as the Qur'an, Hadith, and relevant *fiqh mu'amalah* literature.

⁸ Kementerian Agama Republik Indonesia, *Al-Qur'an dan Terjemahannya*, cet. 1 (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, 2019), Hal 83

⁹ HR Muslim, Kitab Al-Buyu, Bab : Buthalan Bai Al-Hashah wal Bai Alladzi Fih Gharar, 1513

The subjects of this study include the scholarly works of Ibn hajar al-asqalani as well as the perspectives of other scholars and experts in *fiqh mu'amalah*, in order to obtain relevant data concerning the concept of *gharar* in Islamic economics.

Data analysis was conducted using content analysis techniques to organize data derived from transcriptions, notes, and documents in a more systematic manner, as well as thematic analysis to identify emerging patterns and themes, which were subsequently interpreted using relevant theoretical frameworks. The validity of the data was ensured through triangulation by comparing findings from multiple sources and through researcher reflexivity to minimize bias. Accordingly, the results of this study are expected to provide an objective understanding of the concept of *gharar* according to Ibn hajar al-asqalani and its application in economic transactions..

D. Finding

Etymologically, *gharar* means “ambiguity” or “uncertainty.” *Gharar* refers to a form of transaction that contains elements of ambiguity, deception, or manipulation aimed at obtaining unjust gains, which may result in harm to other parties. In transactions involving *gharar*, the contracting parties do not have clear and definite knowledge regarding the condition of the goods, the price, or the agreed method of payment, thereby creating the potential for injustice and loss. Therefore, within Islamic economics, *gharar* is considered prohibited (haram) because it contradicts the principles of justice, honesty, and transparency in *mu'amalat*.

From a juridical perspective, Islamic law stipulates that any transaction containing *gharar* (ambiguity or uncertainty) is prohibited (haram). This prohibition is intended to uphold justice and to prevent deceptive practices that may cause harm to one of the contracting parties. The Qur'an also emphasizes the prohibition of all forms of transactions that involve fraud, unjustified gains, non-transparent risks, and uncertainty that may potentially lead to disputes...

According to Imam al-shafi'i, *gharar* refers to any element within an economic transaction that has the potential to produce undesirable consequences. This view emphasizes that *gharar* is not merely a matter of uncertainty, but also encompasses

the negative impacts of ambiguous and speculative transactions that may cause harm to one of the parties involved.¹⁰

I. Types Of Gharar

a. Gharar Fahish (Major Gharar)

Gharar Fahish refers to a form of uncertainty in transactions that has a significant impact on the validity of a contract. This type of *gharar* involves transaction objects that lack concrete clarity, either with regard to the goods themselves or their quantity.

b. Gharar Yasir (Minor Gharar), *Gharar Yasir* refers to a form of uncertainty in transactions that does not have a significant impact on the validity of a contract. This type of *gharar* is generally tolerated in *mu'amalat* practices, as it does not result in substantial harm or loss to the contracting parties.

c. Gharar Sabeel (Time Bound Gharar), *Gharar Sabil* refers to a form of uncertainty in transactions that is related to time, arising from the ambiguity surrounding the timing of contract execution or the delivery of the object of sale. This type of uncertainty typically occurs when a contract is made contingent upon an event that may or may not occur. One example is the sale of agricultural produce before the harvest period has arrived.¹¹

From the foregoing discussion, it can be understood that *gharar* falls within the category of transactions prohibited in Islam, as it contains elements of ambiguity that may potentially cause harm to one of the parties and create opportunities for disputes between the contracting parties.

2. Biography Of Ibn Hajar Al-Asqalani

a. Background Of Ibnu Hajar Al-Asqalani

Ibn Hajar Al-Asqalani full name was Ahmad ibn ali ibn Muhammad ibn Muhammad ibn ali ibn Mahmud ibn ahmad ibn Hajar al-asqalani. He was born on 22 Sha'ban 773 AH, corresponding to 28 February 1372 M, in Cairo, Egypt. The epithet "al-asqalani" is derived from the term *Asqalan*, which refers to "the highest hill of a landmass." In addition, *Asqalan* is also the name of a hilly region located along the

¹⁰ Nadratuzzaman Hosen, "Analisis Bentuk Gharar Dalam Transaksi Ekonomi", *Jurnal Al-Iqtishad*, Vol. 1, No. 1, 2009, Hal 55

¹¹ Akram Istal, "Riba, Gharar, dan Maysir dalam Sistem Ekonomi," *Jurnal Tana Mana*, Vol. 4, No. 3, 2024, hlm. 323.

coast, specifically between Gaza and Bayt Jibrin. Historically, this area was part of the region of Greater Syria (*Bilad al-Sham*), but in the present day it falls within the territory of Palestine.¹²

c. Teachers Of Ibnu Hajar Al-Asqalani

Ibn hajar al-Asqalani pursued his education under numerous teachers, with their number reportedly exceeding seven hundred scholars. Among his most prominent teachers were Zayn al-din al-Iraqi in the field of Hadith, Siraj al-din al-Bulqini in *Usul al-fiqh* and legal Hadith, and Ibn al-Mulaqqin, who was renowned for his prolific scholarly writings. He also studied under al-Tanukhi in *qira'at* and the science of *isnad*, al-Haythami in Hadith studies, and al-Shirazi in Arabic language. Through the guidance of these eminent scholars, Ibn Hajar developed the breadth of knowledge and scholarly authority for which he later became renowned.¹³

b. Scholarly Perspectives on the Thought of Ibn Hajar al-asqalani

The hambali scholar Ibn al-Mughalli acknowledged Ibn hajar's expertise, particularly in the field of Hadith studies, encompassing the study of transmitters (*al-rijal al-hadith*), the classification of narrators (*tabaqat*), and the explanation of Hadith (*sharh al-hadith*). This recognition reflects an appreciation of Ibn hajar's meticulousness and intellectual rigor in organizing chains of transmission (*isnad*) and resolving jurisprudential issues. Similar praise was also expressed by the historian al-Maqrizi in *al-uqud al-Farid fi Tarajim al-A'yan al-Mufid*, which contains biographies of prominent Islamic figures.¹⁴

According to al-Sakhawi in *al-Jawahir wa al-Durar*, Ibn hajar al-asqalani was bestowed with the title *Amir al-Mu'minin fi al-hadith* the highest honor in the field of Hadith, which affirms his scholarly authority and the recognition of the learned community for his expertise. His proficiency in Hadith studies, particularly in relation to economic transactions involving elements of *gharar*, has led to his views being highly esteemed and regarded as an important reference in *fiqh mu'amalah*¹⁵

c. Death Of Ibnu Hajar Al-Asqalani

Ibn hajar passed away on Saturday night, 28 Dzulhijah 852 H, corresponding to

¹² Ishak Suliaman, *Ibn Hajar Al-Asqalani: Tokoh Ilmu Hadith* (Selangor: Pustaka Kuala Lumpur, 2015), hal 2

¹³ Ishak Suliaman, *Ibn Hajar Al-Asqalani*, hlm 11-12

¹⁴ Ishak Suliaman, hal 27

¹⁵ Shams al-Din al-Sakhawi, hlm 105.

21 February 1449 M. News of his death spread widely to regions such as Mecca, Palestine, Aleppo, and Damascus. Approximately 1,500 people accompanied his funeral procession, and he was laid to rest in al-Qarafah.¹⁶

3. Ibn Hajar Al-Asqalani Perspective Of Gharar

a. The Legal Rulings on Major and Minor Gharar

Ibn hajar prohibited *gharar Fahish* (major *gharar*) because it leads to harm and deception, in accordance with the Prophet Muhammad Saw prohibition of transactions involving *gharar*. However, minor *gharar* that is difficult to avoid and does not result in significant harm is still tolerated, in line with the opinion of Imam al-Nawawi.¹⁷ In such cases, the principle of *khiyar* (the right of option) applies, allowing the contract to be annulled if a defect is discovered in the object of the transaction.¹⁸

b. Provisions on the Pillars and Conditions of *Gharar* Related Transactions from the Perspective of *Fiqh Mu'amalah*

A transaction involving *gharar* is considered invalid if its essential pillars (*arkan*) and conditions are not fulfilled, particularly with regard to the object of the contract (*ma'qud alayh*), which must be clearly defined in terms of its quality, quantity, and existence. If the object remains ambiguous (*majhul*), the contract is liable to be nullified.¹⁹ Likewise, the contracting parties must meet the legal requirements of validity, such as maturity (*bulugh*), sound intellect *aql*, and the proper execution of *ijab* and *qabul*.²⁰

In the context of the offer and acceptance (*ijab qabul*) in a sales contract, it is emphasized that the execution must be carried out directly by the authorized parties. If the *ijab qabul* is performed by someone else without official authority as a representative, the contract is considered invalid. However, the *ijab qabul* is still deemed valid if conducted through verbal expression, writing, a representative (*wakil*), or by using gestures for those who are mute.²¹

¹⁶ Ishak Suliaman, hal 30

¹⁷ Ibnu Hajar al-Asqalani, Fathul Bari Syarh Sahih al-Bukhari Jilid 12, terj. Ghazirah Abdi Ummah, Kitabul Buyu (Jakarta Selatan: Pustaka Azzam, 2002), hlm 217

¹⁸ Sulaiman Rasjid, *Fiqh Islam*, (Bandung: Sinar Baru Algensindo, 2021), hlm 287

¹⁹ Wahbah Az-Zuhaili, *Fiqh Wa Adillatuhu* Jilid 5, terj. Abdul Hayyie al-Kattani dkk, (Jakarta: Gema Insani, 2011), hlm. 34-35

²⁰ Wahbah al-Zuhaili, *Fiqh Islam wa Adillatuhu*, jilid 4, terj. Abdul Hayyie al-Kattani dkk. (Jakarta: Gema Insani, 2007), hlm. 429–430

²¹ Syakh Abdul Rahman al-Juzairi, *Fiqh Empat Madzhab*, (Jakarta Timur: Pustaka al-Kautsar, 2015), hlm. 276.

c. Ibn Hajar Al-Asqalani Emphasizes the Principle of Justice and Practical Realities in Economic Practices

Ibn Hajar Al-Asqalani emphasizes two important principles in transactions: justice and practicality. The principle of justice requires that transactions be conducted fairly, without ambiguity, manipulation, or causing harm to any of the parties involved.²² Meanwhile, the principle of practicality emphasizes honesty and transparency regarding the information related to the object of the transaction, as discrepancies in information can lead to losses. Forms of deception, such as *tashriyyah* (withholding an animal's milk to make it appear more productive), contradict both of these principles.²³ In such cases, Islam establishes the provision of *khiyar*, which is the right of one of the parties to annul the contract or claim compensation in order to prevent potential losses.²⁴

Scholars from the Hanafi, Shafi'i, Maliki, and Hanbali schools of thought reinforce the view that the principle of justice serves as the fundamental basis for every economic transaction. They explain that each transaction must be conducted based on the mutual agreement of both parties and must fulfill the pillars and conditions of the contract, thereby avoiding elements of *gharar* that could lead to injustice.²⁵

E. Conclusion

Gharar refers to transactions that lack transparency in the contract and tend to harm one of the parties. Transparency prioritizes clear agreement and ensures justice in every economic transaction. Based on these foundational principles regarding gharar, the author understands gharar as a transaction containing ambiguity in the contract that has the potential to cause loss to the other party. Therefore, transparency and clarity become crucial aspects in avoiding gharar.

Ibn Hajar Al-Asqalani views gharar as a transaction in which the contract contains elements of deception and must be avoided if the gharar is significant (major), while minor gharar may be tolerated. To prevent gharar, the principles of justice and

²² Wahbah Az-Zuhaili, *Fiqih Wa Adillatuhu* Jilid 5, terj. Abdul Hayyie al-Kattani dkk, (Jakarta: Gema Insani, 2011), hlm. 327

²³ Ibnu Hajar Al-Asqalani...

²⁴ Ibnu Hajar Al-Asqalani, hlm 247

²⁵ Syakh Abdul Rahman al-Juzairi, *Fiqh Empat Madzhab*, hlm. 275.

practicality should serve as the foundation for every economic transaction. The prohibition of gharar has been unanimously agreed upon by scholars (ijma'), making clarity of the contract and the object of the transaction in terms of quality, quantity, and the certainty of the item's existence prior to the transaction extremely important. Thus, the values of justice can be realized for both individuals and groups involved in the transaction.

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