

Buying and Selling Followers in the View of National Law and Fatwa of the Indonesian Ulema Council: Comparative Study

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Abstract

The provisions for the implementation of electronic transactions related to buying and selling followers are contained in article 18 which states that if the sale is carried out via the internet, the contract must be in the form of an electronic agreement that is legally binding. The jurists of the Hambali, Hanafi and al-Shafi'i madhhabs say that the object of the contract must be deliverable, the object must be present at the time the contract is performed, and it must not sell something that does not exist such as unfinished fruit (ripe). In contrast to the Maliki Madhhab which allows the buying and selling of immature fruit, on the basis that the immature part is included in the fruit that has already appeared, and only requires that the object must be present at the time of contract at the time of sacrifice of the fruit. In contrast to the view of law number 11 of 2008 where the provisions for the implementation of electronic transactions related to buying and selling followers are contained in article 18 which reads that if the sale is carried out via the internet, the contract must be in the form of an electronic agreement that is legally binding, then the applicable law must be in accordance with the basic principles of international criminal law and there are exceptions in article 20, namely in electronic agreements that With regard to the decision of both parties in relation to the agreement on the execution of the agreement, then the electronic transaction takes place only if the buyer has agreed and accepted the seller's offer. This research is included in the category of library research and uses methodology in the form of juridical, shari'i and sociological approaches. The data sources used are primary data sources, namely hadith, Qur'anic verses and the views of madhab imams while secondary data sources are journals, library books, data collected through reading, studying, and collecting a number of references related to the material. The journal of this study is, sellers and buyers who buy and sell followers to make an agreement before the contract is closed.

Keywords: Buying and Selling; Followers; National Law; Fatwa of MUI; Comparative Law

Abstrak

Ketentuan pelaksanaan transaksi elektronik terkait jual beli pengikut tertuang dalam pasal 18 yang menyebutkan bahwa apabila penjualan dilakukan melalui internet, kontrak harus berbentuk perjanjian elektronik yang berkekuatan hukum mengikat. Para ahli hukum mazhab Hambali, Hanafi dan al-Syafi'i mengatakan bahwa objek kontrak harus dapat diserahkan, objek harus ada pada saat kontrak dilakukan, dan tidak boleh menjual sesuatu yang tidak ada seperti buah yang belum selesai (matang). Berbeda dengan mazhab Maliki yang memungkinkan pembelian dan penjualan buah yang belum matang, atas dasar bahwa bagian yang belum

matang termasuk dalam buah yang telah muncul, dan hanya mensyaratkan bahwa objek harus ada pada saat kontrak pada saat pengorbanan buah. Berbeda dengan pandangan undang-undang nomor 11 tahun 2008 dimana ketentuan penyelenggaraan transaksi elektronik terkait jual beli pengikut tertuang dalam pasal 18 yang berbunyi bahwa apabila penjualan dilakukan melalui internet, kontrak harus berbentuk perjanjian elektronik yang mengikat secara hukum, maka hukum yang berlaku harus sesuai dengan prinsip-prinsip dasar hukum pidana internasional dan terdapat pengecualian dalam pasal 20 yaitu dalam perjanjian elektronik yang berkenaan dengan keputusan kedua belah pihak sehubungan dengan kesepakatan pelaksanaan perjanjian, maka transaksi elektronik hanya terjadi jika pembeli telah menyetujui dan menerima penawaran penjual. Penelitian ini termasuk dalam kategori penelitian kepustakaan dan menggunakan metodologi berupa pendekatan yuridis, syari'i dan sosiologis. Sumber data yang digunakan adalah sumber data primer yaitu hadits, ayat-ayat Alquran dan pandangan imam madzhab sedangkan sumber data sekunder adalah jurnal, buku perpustakaan, data yang dikumpulkan melalui membaca, mempelajari, dan mengumpulkan sejumlah referensi yang berkaitan dengan materi. Jurnal penelitian ini adalah, penjual dan pembeli yang melakukan jual beli pengikut untuk membuat kesepakatan sebelum kontrak ditutup.

Kata kunci: Jual Beli; Followers; Hukum Nasional; Fatwa of MUI; Perbandingan Hukum

1. Introduction

Along with the development of information technology, everyone can easily carry out legal actions, such as buying and selling (Nashihin et al., 2020). E-commerce acts as a liaison between service or goods providers and consumers. Through e-commerce, everyone has equal opportunities to succeed and compete in the digital business world (Sudaryono et al., 2020). With the current development of information technology, various new types and business opportunities have emerged where business transactions are increasingly carried out electronically.

The rapid development of the Internet has significantly impacted various aspects of our lives. The Internet helps us interact, communicate, and even trade economically, quickly, and efficiently with people worldwide (Nurussofiah et al., 2022). Likewise, electronic buying and selling transactions are carried out by parties connected in the same way as buying and selling transactions in the real world, even though the parties in electronic buying and selling transactions do not meet in person but are connected via the Internet (Anggraeni & Rizal, 2019). Every buying and selling activity is permitted as long as it is based on the willingness of both parties and is not prohibited by Allah SWT. An example of this is selling and getting Instagram follower accounts online, which are increasingly being bought and sold.

Instagram social media is an opportunity for business actors as an economic activity related to buying and selling followers. Buying and selling followers occurs when the buyer is interested in what is offered by the follower-increasing service account on Instagram, so the buyer must contact the seller according to the contact person listed on the seller's Instagram account and include the format of the order to be purchased (Hamdi & Yadewani, 2019). In buying and selling followers, the object is not a real item but only an abstract form, namely, adding followers to the buyer's Instagram social media account (Sulaeman & Prayoga, 2022).

In buying and selling followers, the goods being traded are not actual goods, but followers added to the buyer's account. Adding followers is an intangible transaction object, so it is also necessary to study the value and benefits of followers, as well as the procedures for sellers to get Instagram accounts, which will later be sold as followers, with buyers bearing the risk if followers no longer follow them. It is very interesting to study buying and selling in the context of Islamic economics (Kurniati et al., 2022). In my opinion, buying and selling followers must be researched more deeply because what is exchanged involves aspects of fraud, where existing followers are not real followers or really want to be followers. These followers are used for the buyer's profit for business. This new business concept needs to be studied in the light of Islamic law (Jamil et al., 2020).

To use Instagram, we must first create an account. This account can be bought and sold and is often bought and sold online. Regarding buying and selling Instagram accounts online, this is also covered by Law Number 11 of 2008, which regulates information and electronic transactions (Nashihin et al., 2020). With many companies partnering with social media users known as "influencers" to promote their products, the demand for "followers" and "likes" is increasing. This is because the number of followers and "likes" measures a person's online influence (Riama, 2021).

Islam stipulates that what can be bought and sold, the goods must be tangible, or in other words, selling goods that are not owned, and the object must have a benefit (Khulwah, 2019) (Misno, 2021). As a result, problems arise with the object because when the product is sold, the question arises as to whether followers can be considered an object that can be bought and sold or not. Moreover, sellers do not have full control over active accounts or "real human followers" because they do not control these accounts. The practice of buying and selling followers, which is increasingly common in society, needs to be analyzed legally from an Islamic legal perspective. Therefore, it is important to carry out this research to determine the position of buying and selling followers from an Islamic legal perspective.

2. Research Methods

This research used library research from books, journals, and other books or qualitative research. The approach used was a juridical approach by looking at legal aspects related to research, such as the determination of positive law, which came from books, legislation, and expert opinions in the law being discussed or researched. In addition, it also used a star's approach by using several sources that have been established in the sources of Islamic law itself, such as the holy book Al-Qur'an, hadith, rules of usual fiqh, as well as the views of ulama in discussions related to the research topic. Lastly, this research used a sociological approach related to the legal relationship with the object to be studied. The primary and secondary data obtained were analyzed, interpreted, and compared to draw research conclusions.

3. Discussion

3.1. Review of the Law Regarding the Buying and Selling Followers

Various international legal instruments regulate information and electronic transactions, including the UNCITRAL Model Law on E-Commerce and the UNCITRAL Model Law on E-Signature. This rule is designed to meet the needs of Internet business people and the general public for legal certainty in electronic transactions. Some of the materials regulated include:

- a. Acceptance of electronic information/documents as valid legal evidence (Articles 5 and 6 of the Electronic Information and Transactions (EIT) Law);
- b. Electronic signing (Articles 11 and 12 of the EIT Law);
- c. Implementation of electronic certification (certification authority, Articles 13 and 14 of the EIT Law);
- d. Implementation of electronic systems (Articles 15 and 16 of the EIT Law) (Barkatullah, 2019).

UNCITRAL "United Nations Commission International Trade Law" (UN Commission on International Trade Law) was established in 1966 with the aim that the UN could play a more active role in reducing or eliminating legal obstacles to the flow of international trade.

Article 1 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT) states that writing, sound, image, map, design, photo, electronic data interchange, electronic mail, telegram, letter, telephone, or the like, letters, letters, numbers, access designs, symbols or signs that have meaning or can be understood by people who can understand them are included in the category of electronic information. Furthermore, electronic activities using computers, computer network systems, and/or other information technology facilities are legal (Saragih et al., 2020).

The Electronic Information and Transactions (EIT) Law is a law or set of laws regulating information and electronic transactions, providing or conveying information, and running a business effectively using electronic media. The EIT Law has jurisdiction as stated in Article 2 of Law Number 11 of 2008 concerning EIT, which stipulates that this regulation applies to anyone who takes legal action as stipulated in this law, either within or within the Indonesian legal area, whether it has legal consequences within, and/or outside the boundaries of the Indonesian legal area, thus damaging the Indonesian order (Agustanti et al., 2021).

For people who want to use an electronic system to carry out electronic transactions in accordance with the Information and Electronic Transactions Law number 11 of 2008, it demonstrates the existence of a procedure for providing information that describes information from an application (Slamet & Paliling, 2019). Telecommunication networks and electronic media are used to analyze, process, develop, display, and disseminate electronic information within the scope of information technology. Electronic contracts differ from ordinary contracts because ordinary contracts are not created through an electronic system

(Widyastuti & Sugianto, 2020). Electronic agreements are confidential agreements created by actual legal actions of the parties in the form of computer transactions (Putra, 2019). Law of the Republic of Indonesia Number 11 of 2008 has been amended but remains in effect. Government Regulation of the Republic of Indonesia Number 19 of 2016 concerning Amendments to the Republic of Indonesia Government Regulation Number 11 of 2008 concerning Electronic Information and Transactions with a summary of the amendments as follows:

First, it can be seen in the Constitutional Court Decision Number 50/PUU-VI/2008, Number 2/PUU-VII/2009, Number 5/PUU-VIII/2010, and Number 20/PUU-XIV/2016. All of them have several weaknesses. Second, the provision of electronic media for investigation, confiscation, arrest, and detention makes it easier for criminals to store evidence of crime or wrongdoing, complicates investigations, and makes the work of investigators more difficult. Third, computer system images can contain illegal information, such as documents or information that violates regulations. Fourth, any use of information through information technology that involves individual confidentiality must be carried out with the permission of the individual concerned (M. L. Putri, 2023).

The provisions for implementing electronic transactions are contained in Articles 17 to 22, CHAPTER V. These articles read as follows:

- a. Article 17 relates to limitations on procedures for electronic transactions, both general and specific.
- b. Article 18, if the sale or purchase is carried out via the Internet, the contract must be in the form of an electronic agreement that is legally binding. If no party agrees on a law, then the applicable law must be by the basic principles of international criminal law.
- c. According to Article 19, electronic transactions must be carried out using previously agreed electronic communication facilities.
- d. According to Article 20, there are exceptions in electronic agreements that relate to the decisions of the two parties or the transaction implementer about the agreement to implement the agreement. Thus, electronic transactions only occur if the buyer has agreed and accepted the seller's offer.
- e. Article 21 discusses the actors in electronic transactions. When an electronic transaction is lost because a third party interacts directly with the electronic system, the electronic agent operator is responsible for the legal consequences. However, if an electronic transaction is lost because the service user cannot operate the electronic provider, then the service user bears all legal consequences.
- f. Article 22 electronic providers have components or functions that, when operating, enable service users to carry out information actions during the transaction process.

Several things prohibited in online business are explained in Articles 27 to 33 of the Law of the Republic of Indonesia number 11 of 2008:

- a. Spread, transfer, upload, or post information or electronic documents that are immoral, gambling, degrading, defamatory, exploitative, or harassing.
- b. Spread misleading and distorted information to harm customers.
- c. Disseminate information that can cause feelings of hatred or enmity for individuals or groups of people, intended to incite hatred and hostility based on ethnicity, religion, race, or between groups.

In internet sales, all parties reach an agreement that is formalized through electronic means or legal agreements. An electronic agreement is an agreement whose contents are in the form of an electronic document, in accordance with Article 1 paragraph (17) Electronic Information and Transactions (EIT). According to Sutan Remy Shahdeini, e-commerce involves consumers, producers, and service providers who use the internet as an intermediary (Badruzaman, 2001).

In accordance with Law Number 11 of 2008 concerning Information and Electronic Transactions, the analysis of buying and selling Instagram followers can be considered to complete the provisions for implementing electronic transactions regulated in Article 17 and 21. In conclusion, the purchase of followers, if seen in terms of general rules for carrying out a transaction, is carried out both privately and publicly (Jarisman, 2019). Then, there are parties as sellers and buyers. The agreement is coercive, meaning there is an agreement between the two of them. Electronic communication facilities, in particular, use social media facilities because the implementation must occur via electronic mechanisms, making it possible to reach an agreement between the two parties.

3.2. System and Mechanism of Buying and Selling Followers

The transactions involving buying and selling followers are the same as buying and selling in general, namely that a producer, buyer, and product are being transferred. The process of buying and selling followers and how to get them is as follows:

- a. The seller must request the buyer's username and password before accessing the buyer's Instagram account for processing.
- b. The seller then enters the buyer's password and the Bot application, which hacks any Instagram user.
- c. Buyers are automatically followed by active Instagram users. Furthermore, the buyer's Instagram followers will increase according to the order (Bhariatta et al., 2019).

E-commerce refers to the buying and selling of goods and services over the Internet. This is regulated by Law Number 11 of 2008. Online buying and selling methods can be done remotely by using electronic media as an intermediary. Online transaction procedures are basically the same as direct buying and selling transactions (Rokfa et al., 2022). Online

transactions use a sale and purchase agreement known as an electronic contract. This electronic contract is a binding agreement between parties via an electronic system.

Selling Instagram followers, likes, and viewers is now very common because many internet users use it to market their products, either to market online or offline businesses or to become more popular among other social media users (Wuryanta, 2020). Each seller has a different price range; the prices for Instagram followers, likes, and viewers are as follows. The examples can be seen in the table below.

Table 3.1 Products of Buying and Selling Followers (S, 2023).

No.	Products Offered	Price
1.	500 active followers	Rp. 400.000
2.	1000 passive followers	Rp. 250.000
3.	100 likes	Rp. 10.000
4.	100 viewers	Rp. 5.000

Payment for followers, likes, and viewers is usually done in one of two methods. First, transfer to the account specified by the manager or service provider. Sellers get followers, likes, and viewers in various ways, including asking for buyers' account usernames and passwords, which are then added to followers. The seller then uses the buyer's Instagram account to follow as many accounts as possible. Sellers hope that the accounts they follow will follow back. This is a calculation of the results of their services. After completing the process of adding followers, the buyer's account gets around 500 followers. The follower seller or service provider then provides the opportunity to unfollow all accounts that have been followed previously. This follower addition service can generate profits because it is aware of the opportunities that arise from the activities of Indonesian people who continuously use social media. Follower sellers follow the above criteria to make a profit.

3.3. Basic Islamic Law regarding Buying and Selling Followers

The ulama's view regarding online buying and selling transactions is permissible. However, it depends on the terms and conditions for buying and selling achieved. Purchases become valid if the terms and conditions are met. The transaction is only valid if the terms and conditions for buying and selling are met (P. A. S. Siregar, 2019). Several conditions and elements must be fulfilled in order for a sale and purchase to be considered valid, such as the existence of the parties to the transaction, *shighat* (pronunciation of the consent), the object being traded, and the reasonable price of an object. Based on the description above, the principles of buying and selling that must be fulfilled by those who buy and sell followers are:

- a. Parties participating in transaction activities, especially follower buyers and follower sellers.

- b. *Shighat* (pronunciation of consent) refers to the party agreeing, such as the buyer telling the seller that he wants to buy followers, and the seller accepts and adds followers to the buyer.
- c. *Ma'qudAlaih* (objects being bought and sold), namely objects being bought and sold, such as Followers.
- d. The price of an item has value.

However, principles and conditions must be present in online buying and selling activities. One of the pillars and conditions when buying and selling followers is not fulfilled. The pillars that are not fulfilled are related to objects being bought and sold, where the follower seller needs to control the follower object fully, and Followers are not permanent or temporary, where the follower owner can unfollow or stop following them. Also, the conditions for buying and selling that are not fulfilled are the requirements for authority and ownership. The product or object being sold must truly belong to him, and the product being sold must be useful.

The transaction object in buying and selling Followers differs from the initial transaction the seller explains. The seller (merchant) consciously sells followers whose object is unclear. In the transaction, the seller only provides a list of Followers and their prices and only briefly explains buying and selling Followers to consumers. In addition, Followers have no benefits because, at any time, these Followers may no longer follow consumers. Hence, buying and selling these followers causes more harm (dangerous things that can be detrimental) and is not useful. Not being useful can result in an Instagram account being banned. Buying and selling followers contain elements of *gharar* that can cancel the transaction, especially elements of *gharar* that appear on the contract object. Because Followers are only temporary, the object of the contract in question is the Follower's account in the transaction.

"Prophet Muhammad (Peace be upon Him) prohibited business and transactions that involve Gharar." (HR. Muslim)

This hadith prohibits the sale of pebbles and the sale of *gharar*. *Gharar* is unclear whether to be given or not. According to several Hambali legal experts, the legal basis for a contract object that must be delivered or achieved is a consequence of the conclusions of Hambali legal experts. The legal theory derived from this hadith and other similar hadiths is divided among Islamic jurists. Contrary to the opinions mentioned above, most Islamic legal experts draw conclusions from previous hadiths regarding the general terms of an agreement that the object of the contract must exist when the agreement is agreed upon. According to the Hanafi legal expert al-Kasani (d. 587/1190), "the conditions relating to the object of the contract are of several kinds, including the object when the contract is carried out so that there is no contract for the sale of goods that do not exist." The legal expert Syafi'i said, "It is not permissible to sell something that does not exist, such as unfinished fruit. Based on the

hadith narrated by Abu Hurairah, the Messenger of Allah, peace be upon him, forbade the buying and selling of *gharar*. The *gharar* in question is something about which there is no certainty to be realized, and there is no certainty about its continuation," said Asy-Syirazi (died 476 H/1083 AD).

Some of the potential existence and absence of objects at the end of the contract are as follows:

- a. The object exists in its entirety at the time the agreement is concluded;
- b. The goods are in a semi-finished state when the agreement is concluded;
- c. The goods do not yet exist at the time the agreement is concluded, but will definitely exist in the future;
- d. The goods are not yet available or are partially available but cannot be guaranteed to be fully available in the future;
- e. Goods that absolutely do not exist when the agreement is concluded and will not exist in the future.

However, other mazhabs of Islamic law are more lenient in allowing the purchase of fruit that has not been harvested but is still hanging on the tree as long as the fruit has appeared and can provide benefits. Maliki mazhab allows buying and selling fruit that is not yet ripe and does not appear together with ripe fruit. However, the immature part is included in the fruit that has already appeared and only requires that the object must be present at the time of the contract at the expense of the fruit. When it comes to buying and selling followers, some scholars still make allowances for the ambiguity of an object, but it has benefits in buying and selling. Maliki mazhab still allows contracts to buy and sell unclear goods based on calculations of what is not yet visible versus what is already visible. Several experts in the jurisprudence of the Hanbali, Hanafi, and Shafi'i mazhab state that the object of an item must be clear to avoid *gharar*.

The object of the Followers account being traded is not clear, or in the Followers purchase and sale agreement, the seller (merchant) does not provide a detailed explanation regarding the existence of active and passive Followers that will be given to the buyer. Thus, this will be *gharar*. However, if the Followers seller has explained in the *qabul* agreement to the consumer, the Followers who will be added to the buyer's account will be active and passive. Also, the seller is not responsible if several active followers unfollow the buyer's account at any time because it is beyond the seller's control and the buyer agrees and is happy with the agreement; then, the sale and purchase are considered valid because of the agreement between both parties. Therefore, it is clear in terms of the agreement, and the object of the Followers account can be seen from the benefits that can be obtained when a buyer has active Followers who can be used as a field to promote a business, so the buying and selling will not become *gharar*. This is from the opinion of the Maliki mazhab, although

from the view of imams of other mazhab, buying and selling becomes gharar if there is no clarity in the object to be traded.

Gharar means buying and selling dubious goods. Because there is no certainty about the existence of the contract object and the amount involved or the delivery of the contract object, this contract has an element of fraud (Lestari, 2013). "Because the object of sale and purchase must be able to be handed over, then it is not legal to sell flying birds, camels, or the like that have escaped from their cages, or anything else." This kind of transaction is prohibited because it contains *gharar* (uncertainty) and the sale of goods that cannot be delivered. To avoid *gharar*, all parties must clearly understand the object of sale and the amount of payment. Abu Hurairah, said that "The Messenger of Allah forbade the buying and selling of hashah (i.e., buying and selling by throwing stones), and he also forbade the buying and selling of *gharar*." (HR. Muslim: 2783) (Abu Husain Muslim, 1994).

Buying and selling are *mujmal* laws stipulated in the Book of Allah, and the procedures are explained through the words of the Prophet Muhammad or special general law. Then, the Prophet Muhammad SAW explains what is permitted, prohibited, or falls into these two categories. This is a general rule that Allah has made lawful, except for what He has forbidden through the words of the Messenger of Allah and other legal sources. Because the Prophet forbade several types of buying and selling even though the seller and buyer were mutually willing, we make it a postulate that halal purchases and sales are determined by Allah, namely purchases and sales that were not prohibited by the Messenger of Allah and is not directly prohibited by Allah (Syafi'i, 2012).

Rasulullah SAW said: "Buying and selling is based on likes and likes," said the Prophet SAW. When asked about the best buying and selling, the Prophet SAW answered, "The result of hard work from his own work, as well as every sale and purchase of good goods." A good trade is a trade that avoids elements of fraud and betrayal, where fraud is hiding the goods being sold, and betrayal is hiding defects in the merchandise from the buyer (Aziz, 2010). Actual fraud is an important element that needs to be proven to determine the existence of fraud. Fraud actually occurs when there is dishonesty (Harun et al., 2019).

The purpose of the contract is the purpose for which the contract is made in Islamic law and the legal impact of the contract. The purpose of the contract can be objects, benefits of objects, services or work, or other things that are not prohibited by sharia law (Gunarsa, 2019). Objects can be movable and immovable, as well as physical and non-physical objects. For example, a contract to buy a house has two objects: the house and money for the selling price. The object of the rental contract is the benefit of the goods rented, but the object of the transportation contract is the transportation service. So, for example, in a house sale and purchase contract, according to Islamic law, the object of the contract is not only the house but also compensation in the form of money or other forms.

Islamic law experts provide different requirements for the purpose of the agreement, namely:

- a. The object of the contract can be delivered or can be implemented;
- b. The object of the contract must be certain or can be determined; and
- c. The object of the contract can be transacted according to sharak.

The benefits sometimes take the form of goods, such as a house to live in or a car to drive. It can also take the form of work, for example, building engineers, weavers, tailors, etc (Ikmal & Rahman, 2022). A *mu'awadhah* buying and selling contract is a contract between two parties where the first party gives something and the second party gives something in return, which can be in the form of money or goods. According to *Syafi'iah* and *Hanabilah*, the aim of buying and selling is not only products (goods) but also benefits, as long as the exchange is permanent and not temporary (N. H. Siregar, 2019). In Islamic law, a contract is a union of consent and *qabul*, an outward expression of the parties' wishes (Anwar, 2007). Treaty interpretation is an attempt to establish the mutual intentions of the parties. This is because an agreement is nothing but an agreement between the parties involved, not someone's will that differs from another person's will (Sabir & Tunnisa, 2020). This is in line with the statement in Islamic law that "in principle, an agreement is the agreement of the parties, and the legal consequences are what they place upon them through promises."

However, principles and conditions must be present in online buying and selling activities. One of the pillars and conditions when buying and selling followers is not fulfilled. The pillars that are not fulfilled are related to objects being bought and sold, where the follower seller does not fully control the follower object, and Followers are not permanent or temporary, where the follower owner can unfollow or stop following them. Also, the conditions for buying and selling that are not fulfilled are the requirements for authority and ownership. The product or object being sold must truly belong to him, and the product must be useful.

3.4. Review of Islamic Law regarding Buying and Selling Followers in Law Number 11 of 2008 concerning Electronic Information and Transactions

For a Muslim who is pursuing a business career and always adheres to the norms of Islamic law sourced from the Al-Quran and Hadith, including:

- a. Business activities in Islam have social value or help others and as a source of reward,
- b. Business in Islam is a way to maintain the purity of the items eaten for yourself and your family,
- c. Business in Islam is also a way to reduce unemployment, eliminate laziness, and prevent extortion of other people,
- d. A business person who is honest and polite and provides good service to consumers, as mandated by Islam, will always maintain family relationships (Shobirin, 2016).

Buying and selling transactions of followers, likes and viewers can also be categorized into buying and selling greeting contracts. In purchasing Followers, likes and viewers, there is no offer in this situation because the seller has effectively included the price in the promotion, so buyers who order directly have agreed to the set price. As seen a lack of openness and dishonesty towards buyers in buying and selling salam contracts in the buying and selling practices of followers, likes and viewers on social media can give rise to elements of *gharar*, and there are indications of violations of salam contracts because they are not in accordance with the essence of the contract. Buyers must be more careful about the consequences of transactions to reduce losses. Followers, likes, and viewers on transaction objects usually conflict with the seller's original specifications. The seller knows that the transaction object is not pure or that a mixture of transaction objects does not comply with the existing specifications and levels. This is indicated by the existence of passive followers whose quality is different from active followers. It has been explained that the object or item must be sacred, useful, and can be handed over; the item itself must be owned, the level must be clear, and the type must be known by both parties when entering into the greeting contract (S. U. Putri & Salsabila, 2022).

Article 28 (1) stipulates that "Any Person who knowingly and without authority disseminates false and misleading information resulting in consumer loss in Electronic Transactions" regarding buying and selling social media followers. Then, there are paragraphs 1, 2, and 3 of Article 32:

1. Any person intentionally and without right or against the law changes, adds, subtracts, diverts, destroys, removes, transfers, or conceals Electronic Information and/or Electronic Documents belonging to other people or public property through any means.
2. Any person who knowingly and without right transfers or transmits Electronic Information and/or Electronic Documents via electronic means to someone who does not have the right to do so knowingly and without right or against the law in any way.
3. For activities as intended in paragraph (1), which result in the exposure of confidential Electronic data and/or Electronic Documents whose data is not well maintained (available to the public with inadequate data quality).

Security of personal information is an aspect of the right to privacy when using information technology. Personal rights are defined as follows:

- a. Personal rights are the right to live a private life without any interference.
- b. Privacy rights include the ability to communicate with others without being spied on.
- c. The right to privacy includes the authority to limit access to information about a person's life and personal data (Kemenkeu, n.d.).

As long as both parties agree, there are no problems with ordering and payment procedures in buying and selling followers. The agreement is carried out in accordance with existing provisions, and what is being traded is clear, such as passive and active accounts being

sold at different prices. As for the impact of buying an active or passive account, if the buyer asks, the seller will explain; if the customer doesn't ask, the seller will not tell. On the other hand, buyers are well aware of the impact of purchasing passive or active accounts. The problem is if the buyer does not know the impact and does not ask the seller first, and the seller does not explain the impact first. Then, this has an element of *gharar* in it because the buyer does not know what he is buying, and *gharar*, in this case, is classified as *gharar al-katsir* because it can cause disappointment to buyers. As for the goods obtained, especially through the application, because the seller claims that the application attracts the followers, there is an element of *gharar* and selling something that is not his. Selling fake accounts in someone else's name is haram because it is clearly *gharar* and *tadlis*.

4. Conclusion

The practice of buying and selling online followers does not fully fulfill the principles and conditions required in buying and selling transactions according to Islamic law principles. One of the main problems is related to the transaction object, namely followers. The seller does not fully control the object of followers, so buyers do not have certainty regarding the ownership and sustainability of the followers they buy. Sustainability is temporary and can cause follower owners to stop following the buyer's account, which is one of the main challenges in this transaction. In addition, the practice of buying and selling online followers is also characterized by elements of *gharar* or uncertainty, which can cancel the transaction. The Prophet's hadith, which directs us to avoid transactions involving ambiguity or *gharar* is an important basis in this context. The lack of clarity about objects and clarity of follower ownership in online buying and selling practices creates high risks for buyers, who can experience losses both financially and in terms of the reputation of their social media accounts. Thus, the practice of buying and selling online followers is not in accordance with the principles of Islamic law, which emphasize clarity of objects, certainty of ownership, and avoidance of *gharar* elements in transactions. Therefore, it is necessary to consider alternatives that align with Sharia values so that buying and selling transactions can occur fairly, clearly, and free from elements that could harm either party.

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