



## ANALYSIS OF THE SUITABILITY OF THE ISTISNA' AGREEMENT IN HANDMADE PRODUCT TRANSACTIONS ON TIK TOK SHOP: A REVIEW OF MUAMALAH FIQH

Suci Amelia Pratama<sup>1\*</sup>, Moh. Idil Ghufron<sup>2</sup>

<sup>1,2</sup> Islamic Economics, Nurul Jadid University, Probolinggo, Indonesia

### ARTICLE INFO

#### Article history:

Received 25 April 2026

Revised 29 April 2026

Accepted 31 May 2026

Available online 25 June 2026

#### Keywords:

Istisna' Contract,  
Handmade Products,  
TikTok Shop



This is an open access article under the [CC BY-SA](#) license.

Copyright © 2022 by Author. Published by CV Putra Publisher.

### ABSTRACT

*This study aims to analyze the suitability of handmade product transactions with the pre-order system at TikTok Shop against the principle of istisna' contracts in fiqh muamalah. The method used is descriptive qualitative with a literature study approach through the analysis of fiqh literature, fatwa, and previous research. The results of the study show that the practice of pre-order has basically reflected the elements of the istisna' contract, such as the agreement between the seller and the buyer, the object of the order, and the production process after the contract. However, the implementation is not fully optimal because there is still uncertainty in product specifications, completion times, and transaction mechanisms that have the potential to cause uncertainty (gharar). On the other hand, the escrow system and platform features help improve security, trust, and the balance of rights and obligations of the parties. Thus, the suitability of the istisna' contract is conditional, depending on the level of clarity and transparency in the transaction. Therefore, it is necessary to increase MSME actors' understanding of sharia principles and optimize the use of digital features so that transactions are more in accordance with the provisions of fiqh muamalah.*

## 1. INTRODUCTION

The development of digital transactions has transformed marketing patterns and interactions between sellers and buyers, where TikTok Shop is present as a social commerce platform that integrates entertainment, promotions, and transactions in one interactive ecosystem. Unlike static conventional marketplaces, TikTok Shop allows MSME actors, especially in the creative industry sector who produce handmade goods with high artistic value, personalization, and uniqueness, to dynamically introduce products through live streaming and direct communication (Rosdiana, 2018). This phenomenon is an important catalyst for the growth of the handicraft sector, as the interactive features of the platform facilitate business actors to showcase the artistic value of products in a more personal way to consumers (Sapthiarsyah & Junita, 2024). With a user base in Indonesia that reaches more than 100 million and the involvement of around 2 million MSME actors as active sellers, TikTok Shop has now developed into a strategic channel for creative businesses to expand the market digitally without relying on physical stores (AP News, 2023; Okezone, 2023; Pradani, 2025).

This phenomenon is increasingly relevant when associated with handmade products, which are products that are made manually by relying on skills, creativity, aesthetic values, and elements of personalization. Handmade products have a different character from mass products because they are often made based on specific consumer requests, both in terms of design, size, color, material, motif, and final shape of the product (Tania & Purnamasari, 2025). Therefore, in many practices, transactions of handmade products are not always carried out on goods that are already available, but through a pre-order system, which is that new goods are produced after an order and an agreement between the seller and the buyer. In the TikTok Shop ecosystem, this pre-order system is often used because sellers can offer products through live streaming or promotional content, then buyers submit orders based on certain criteria before the production process is carried out (Hilmi & Tawakal, 2021). Thus, the transaction of handmade products on TikTok Shop can not only be understood as an ordinary digital buying and selling, but also as a form of

\*Corresponding author.

E-mail: [suciameliapratama07@gmail.com](mailto:suciameliapratama07@gmail.com)

buying and selling orders that demand clarity on the specifications of goods, prices, production times, payment methods, and delivery mechanisms.

The high public interest in social commerce has also strengthened TikTok Shop's position as an important transaction medium to be studied. Data shows that around 49.7% of users make purchases regularly every month, around 67% of users get shopping inspiration from TikTok content, and around 40% of users use the platform to search for product information before making a purchase decision (MediaMister, 2024). This data shows that TikTok not only serves as an entertainment medium, but has also become a source of product information, promotional media, and transaction space that influences consumer decisions. For MSME actors in handmade products, this condition is a strategic opportunity because products can be displayed visually, explained directly through live streaming, and offered to consumers through more personalized communication. However, there is no specific data available that shows the percentage of sellers of handmade products or the use of the pre-order system in detail on TikTok Shop. Therefore, the dominance of MSMEs in the TikTok Shop ecosystem can be used as an early indicator that this platform has a strong connection with creative products, including handmade products.

TikTok Shop, as part of the growing e-commerce ecosystem, allows sellers to market products in real-time with interactive features that allow consumers to directly interact with sellers (Rinanda et al., 2024). In practice, transactions that occur on TikTok Shop are often based on a pre-order system, which means that the product will be produced after an agreement between the seller and the buyer (Hilmi & Tawakal, 2021). The transaction pattern shows that the buyer first places an order with certain criteria before the production process is carried out, so this mechanism is different from the practice of buying and selling in general (Azizah et al., 2025). This concept has similarities with the *istisna'* contract in the *fiqh* of *muamalah*, which is a purchase and sale contract that involves ordering goods with certain criteria, which will only be produced after there is an agreement between the buyer and the seller (Scott, 2024). Therefore, it is important to analyze the compatibility between the transaction practices of handmade products at TikTok Shop and the principle of *istisna'* contracts in *fiqh muamalah*.

However, while this pre-order system allows buyers to acquire the desired goods according to specific specifications, there are some challenges in its implementation (Pantow et al., 2025). The problem that often arises in this practice is the lack of clarity in the transaction, both in terms of the specifications of the goods, delivery time, and payment mechanism (Star, 2022). Although TikTok Shop provides an interactive platform and makes transactions easy, there is often confusion between sellers and buyers about which items are actually ordered (Diva Qurana et al., 2026). In addition, because transactions are done directly through live streaming or other platforms, the existence of a clear and transparent agreement in the transaction is often overlooked (Scott, 2025). This has the potential to cause disputes or consumer dissatisfaction, especially if the goods received are not as desired (Erianto et al., 2024). Thus, the main problem in the transaction of handmade products through TikTok Shop lies not only in the use of digital platforms, but also in the absence of clear contract standards between sellers and buyers, especially regarding product specifications, prices, production times, payment methods, cancellation rights, and dispute resolution mechanisms (Adel, 2025).

From the perspective of *muamalah fiqh*, the practice of pre-ordering handmade products at TikTok Shop has relevance to the *istisna'* contract. *Akad istisna'* is a contract for the sale and purchase of orders for goods that are not yet available at the time the contract is made, but will be made based on specifications that have been agreed upon by the orderer and the maker of the goods (Scott, 2024). This character is in line with the practice of handmade products that are generally produced after consumers have determined a certain order. Therefore, the main phenomenon that needs to be emphasized in this study is not just the development of the creative industry or digital marketing in general, but the practice of pre-order-based handmade product transactions on TikTok Shop which requires clarity of contracts. This clarity includes the specifications of the goods, price, processing time, payment mechanism, cancellation rights, and the seller's responsibility if the goods do not match the order. Thus, TikTok Shop can be understood as a new space for the practice of digital *muamalah* contracts, while pre-order-based handmade product transactions are relevant objects to be tested for conformity with the principles of *istisna'* contracts in *muamalah fiqh*.

In addition, digital-based handmade product transactions like this also reflect a big challenge for MSME actors in understanding and applying the principles of *istisna'* contracts' (Ramadhani & Pangestu,

2025). Many business actors still rely on traditional methods of transacting, such as communication via text or verbal messages without a clear written contract (Churniawan, 2025). This has the potential to cause legal problems in the future if there is a dispute regarding the specifications of the goods, delivery time, or payment method (Himmah & Karim, 2025). Therefore, it is very important to analyze whether the existing practices in TikTok Shop meet the applicable conditions in the *istisna'* contract, and how the existing transaction mechanism can be adjusted to sharia principles to avoid potential ambiguity and unfairness in transactions. This condition shows that the ongoing transaction practices do not fully reflect the systematic contract standards as stipulated in the *fiqh muamalah* (Ashilah et al., 2024).

Along with the development of digital and e-commerce platforms such as TikTok Shop, the application of *istisna'* contracts in handmade product transactions has become relevant to be analyzed further (Aisyah et al., 2025). *Akad istisna'* provides flexibility in the pre-order transaction process, which is very much in line with the business concept of handmade products produced based on special consumer requests (Yuninsi et al., 2025). However, to ensure compliance with the *fiqh* of *muamalah*, digital transactions such as those that occur in the TikTok Shop must be carried out in a more transparent and structured manner (Hanifah & et al., 2025). Therefore, this study aims to examine the extent of the practice of transaction of handmade products at TikTok Shop in accordance with the principle of the *istisna* contract, as well as provide recommendations for MSME business actors to be able to utilize digital platforms in a legal way and in accordance with sharia law. Therefore, a more specific analysis of the transaction practices that occur is needed, not only on a conceptual level, but also based on the phenomena that develop in digital transactions (Tamrin, 2025).

Based on the background that has been described, this research is focused on several main problems, namely the suitability of the *istisna'* contract in the transaction of handmade products in TikTok Shop, especially through the pre-order system, reviewed from the principles of *fiqh muamalah*. In addition, this study also examines the form of ambiguity (*gharar*) that occurs in the transaction and its impact on the principles of justice, transparency, and legal certainty in *fiqh muamalah*. Furthermore, this study aims to analyze various efforts that can be made to minimize uncertainty in handmade product transactions on TikTok Shop, including through the implementation of escrow mechanisms or other systems.

Several previous studies have explored the use of *istisna'* contracts in online transactions with various backgrounds: The Sharia Economic Law Journal on the implementation of *istisna'* contracts in Convection X found that many contracts are considered invalid because the specifications of goods are not clearly explained and the consumer's *khiyar* rights are ignored, so that contracts become *fasid*. This research emphasizes the importance of clarity of objects and agreements in the contract in accordance with the principles of *fiqh muamalah*. (Laraswati et al., n.d.). Meanwhile, research in the journal "Online Buying and Selling and Security Aspects of Digital Transactions" emphasizes the importance of security and trust in online transactions that are vulnerable to fraud and mismatch of goods. The implementation of the escrow system is considered to be in line with the principle of the *istisna'* contract because it ensures clarity of rights and obligations and protects both parties from elements of *gharar* and tyranny, thereby increasing security, transparency, and trust, especially in the transaction of handmade products on TikTok Shop. (Bachtiar, Hendrik.Sari, 2025). Meanwhile, this study examines the application of the *istisna'* contract in online buying and selling through a pre-order system with a qualitative method based on secondary data. The results show that the *istisna'* contract in online transactions has met the harmonies and conditions, such as the existence of the contracting party, the object of the order, *sighat*, as well as the clarity of specifications, prices, and completion times, so that it is relevant to handmade product transactions on TikTok Shop. (Sopa et al., 2023). Meanwhile, this study analyzes the application of the *istisna'* contract in the furniture sector which has similarities with handmade products, namely made to order. The results show that the *istisna'* contract is in accordance with the *fiqh* of *muamalah* because the specifications of the product, cost, and payment method were determined from the beginning, although there are differences in the views of the Hanafi and Shafi'i schools regarding payment. These findings strengthen the suitability of the *istisna'* contract for handmade products on TikTok Shop by emphasizing the clarity of specifications, quality, and price agreements. (Luthfi et al., 2021). From the four studies, it can be concluded that the understanding of *istisna'* contracts in digital buying and selling is still limited and needs to be improved, both through academic education and clearer enforcement of sharia rules in online transactions.

This study has a more in-depth focus compared to previous studies. The goal is to analyze the compatibility of the *istisna'* contract in the transaction of selling handmade products on TikTok Shop, from the point of view of *muamalah fiqh*. In particular, this study will highlight how contracts are formed between sellers and buyers through a digital-based pre-order system. This includes clarity regarding the specifications of the goods, price agreements, production times, and transaction methods supported by the TikTok Shop platform. With this emphasis, this research aims to fill the gaps in research that has been carried out previously. Especially regarding the use of the *istisna'* contract in the context of modern marketplaces, which utilizes live shopping features, comment columns, and direct interaction between sellers and buyers. Contrary to previous research that often discussed *istisna'* contracts in large e-commerce such as Shopee and Tokopedia or in conventional businesses and small businesses, this study makes TikTok Shop the main focus. This is due to its characteristics as a social media platform that is increasingly growing in the digital economy. Therefore, this research is not only theoretical, but also provides practical value in evaluating the application of the *istisna'* contract in the practice of selling handmade products on TikTok Shop, resulting in a discussion that is more appropriate, up-to-date, and relevant to modern society's transaction trends. Thus, this study is here to fill the gap in the study related to the lack of clear contract standards in pre-order-based handmade product transactions on TikTok Shop, which has the potential to give rise to *gharar* elements in the perspective of *fiqh muamalah*.

## 2. METHODS

This study uses a descriptive qualitative method with a literature study approach and normative-comparative analysis techniques. The literature study approach is used because this research relies on tracing normative and academic sources related to *istisna'* contracts, *fiqh muamalah*, pre-order transactions, and digital buying and selling practices through TikTok Shop. Meanwhile, normative-comparative analysis was used to compare the provisions of the *istisna'* contract in *fiqh muamalah*, Fatwa DSN-MUI, and PSAK Syariah 104 with the transaction characteristics of pre-order-based handmade products on TikTok Shop.

The normative analysis in this study is directed to examine the sharia norms that govern *istisna'* contracts, especially regarding the principles and conditions of the contract, the clarity of the contracting party, the object of the order, the specification of the goods, price, production time, payment mechanism, and the prohibition of *gharar*. The normative basis used includes DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000 concerning the Buying and Selling of *Istisna'*, classical and contemporary *muamalah* jurisprudence literature, and PSAK Syariah 104 on *Istisna'* Accounting as a supporting reference in understanding the recognition and measurement of *istisna'* contracts from the perspective of sharia accounting.

The comparative analysis was carried out by comparing the normative provisions with the pre-order transaction patterns of handmade products on TikTok Shop. This comparison covers several aspects, namely the suitability of the contracting party, the form of electronic *ijab*, the clarity of the specifications of the handmade product, price certainty, production time, payment mechanism, cancellation rights, *khiyar* rights, and the potential for ambiguity or *gharar*. With this analysis model, the study not only explains the concept of the *istisna'* contract theoretically, but also assesses the extent to which the characteristics of pre-order transactions on TikTok Shop can be assessed in accordance or not in accordance with the principles of *fiqh muamalah*.

The data sources in this study consist of primary-normative sources and secondary sources. Primary-normative sources include DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000, PSAK Syariah 104, as well as the main literature on *muamalah fiqh* which discusses *istisna'* contracts. Secondary sources include books, journal articles, previous research results, and academic publications that discuss pre-order transactions, social commerce, TikTok Shop, handmade products, *gharar*, *khiyar*, consumer protection, and digital transactions. All of these sources are used to build an analytical framework regarding the suitability of *istisna'* contracts in handmade product transactions through TikTok Shop (Faridah, Eva. Beckett, 2021).

The data analysis technique is carried out through three stages. First, Data Reduction, namely selecting and grouping information related to the elements of the *istisna'* contract, the pre-order transaction mechanism, and the principles of *fiqh muamalah*. Second, Data Presentation, namely compiling data into

analytical themes such as the structure of the istisna' contract, digital transaction mechanisms, clarity of order objects, price certainty, production time, payment methods, gharar potential, and khiyar rights. Third, Drawing conclusions, which is to formulate the results of the analysis based on a comparison between the normative provisions of the istisna' contract and the characteristics of the pre-order transaction of handmade products on TikTok Shop (Maryam et al., 2024).

**Table 1. To clarify the normative-comparative analysis process, this study uses the following comparative matrix:**

<b>Elements Compared</b>	<b>Normative Provisions of the Istisna Contract</b>	<b>Practice of Pre-Order Handmade Products on TikTok Shop</b>
Contracting parties	There must be a booker and a maker/seller	Buyers and sellers of handmade products
Sighat/ijab kabul	There must be an agreement that shows willingness	Deal via chat, comment, checkout, or order confirmation
Object of the contract	The order item must be clear and can be made	Handmade products made to order
Item Specifications	Type, size, material, color, quantity, and quality should be clear	Explained through descriptions, images, videos, or direct communication
Pricing	Prices must be agreed upon and known from the beginning	Prices are listed on the platform or agreed upon through digital communication
Production time	The time of work or handover needs to be explained	Production and delivery estimates should be informed to the buyer
Payment	The payment mechanism must be clear	Payments are made through digital systems/platforms
Gharar	Ambiguity of objects, prices, or times should be avoided	Potentially arises if specifications, production time, or cancellation rights are unclear
Khiyar	The buyer has the right when the goods are not in accordance with the agreement	Can be associated with returns, complaints, refunds, or cancellation of transactions

Thus, the normative-comparative analysis in this study serves to assess the suitability between the norms of the istisna' contract and the practice of digital transactions. Through this approach, the research is expected to provide a more systematic picture of whether pre-order-based handmade product transactions on TikTok Shop have met the principles of clarity, willingness, justice, and legal certainty as required in fiqh muamalah.

### **3. RESULTS AND DISCUSSIONS**

#### **Results**

##### **Transaction Mechanism for Pre-Order Handmade Products on TikTok Shop**

Handmade product transactions on TikTok Shop have different characteristics than buying and selling ready-to-use goods. In a ready-to-use product transaction, the goods are generally available, have a certain stock, and can be shipped immediately after the buyer makes the payment. Meanwhile, in pre-order-based handmade product transactions, goods are often not physically available at the time the transaction is made. The new product will be created after the buyer places an order and agrees on certain specifications with the seller. This character shows that the transaction of handmade products on TikTok Shop cannot be fully understood as an ordinary buying and selling, but rather closer to the pattern of buying and selling orders.

The transaction mechanism for pre-ordering handmade products on TikTok Shop generally begins with product offerings by sellers through short video content, digital catalogs, product descriptions, or live streaming. Through this feature, sellers display product examples, explaining materials, colors, models, sizes, estimated workmanship, and prices. Buyers can then ask questions through the comment section, chat feature, or private message to get certainty regarding the details of the product to be ordered. After the buyer agrees on the specifications and price, the transaction proceeds through the checkout feature or digital payment mechanism available on the platform.

In the context of handmade products, product specifications are an important part of the transaction. This is because the products ordered can have certain variations according to the buyer's wishes, for example in terms of design, color, size, material, motif, quantity, or final shape of the product. Therefore, the agreement between the seller and the buyer is not only about the price, but also about the character of the goods to be produced. If these specifications are not explained in detail, then the transaction has the potential to cause a difference in perception between the seller and the buyer.

TikTok Shop as a social commerce platform provides a more interactive transaction space than conventional marketplaces. Sellers can promote products directly, explain the production process, show examples of items, and interact with buyers in real-time. However, this interactive nature also has its drawbacks, especially if the deal is only done orally during a live stream or through a brief conversation that is not fully documented. In pre-order transactions, agreement documentation is important because the goods are not yet available at the time of the contract.

Thus, the transaction mechanism for pre-ordering handmade products on TikTok Shop has the main elements in the form of product offers, specification agreements, price approvals, digital payments, production processes, and delivery of goods after they are made. This mechanism has relevance to the *istisna'* contract because the goods that are the object of the transaction are not yet available at the time of the contract, but will be produced based on the order and specifications that have been agreed. The revised article has also confirmed that transactions on TikTok Shop are often based on a pre-order system, where products are produced after an agreement between the seller and the buyer.

#### **Analysis of the Suitability of the Pillars and Conditions of the *Istisna* Contract'**

The *istisna'* contract is an agreement to buy and sell orders for goods that will be made or produced based on certain specifications. In this contract, the buyer acts as the orderer, while the seller or producer acts as the party who makes or provides the goods. *Akad istisna'* has strong relevance to handmade product transactions because handmade products are generally made to order, not mass-produced and directly available in stock. In terms of the harmony of contracts, pre-order transactions for handmade products on TikTok Shop can be analyzed through several elements. First, there are parties who have contracts, namely buyers as orderers and sellers as makers or providers of handmade products. Second, there are contract objects in the form of handmade goods ordered by buyers. Third, there is a price that must be known and agreed upon by both parties. Fourth, there is a *sighat* or form of agreement that in digital transactions can be done through chat, comments, order confirmation, and the checkout feature on the platform.

The first pillar, namely the contracting party, is basically fulfilled if the seller and buyer have the ability to make transactions and make contracts on the basis of willingness. In TikTok Shop transactions, the seller is usually in the form of MSME actors or creative individuals who offer handmade products, while buyers are consumers who place orders through the platform. As long as the transaction is carried out consciously, without coercion, and with an understanding of the object and price, the element of willingness can be considered fulfilled.

The second pillar is the object of the contract or ordered goods. In the *istisna'* contract, the object of the contract must be able to be explained in detail, both in terms of type, shape, size, material, color, quality, quantity, and other special characters. In handmade product transactions on TikTok Shop, this element is very important because the product is not yet available when the contract takes place. Therefore, the seller must convey adequate information about the goods to be produced. If the buyer orders the product based on an example image or video, then the seller needs to explain whether the final product will be exactly the same or only resemble the example shown. The third pillar is price. In the *istisna'* contract, the price must be clearly known and agreed upon from the beginning. Pre-order transactions for handmade products on TikTok Shop can be assessed in accordance with the *istisna'* contract if the price of the product has been determined before the production process is carried out. If there are additional costs due to changes in design, size, material, or order quantity, these costs must be explained and agreed upon before the contract is continued. Unclear prices can cause disputes and open up opportunities for *gharar*.

The fourth pillar is *sighat* or statement of agreement. In digital transactions, *sighat* does not have to be in the form of direct speech like conventional transactions. An agreement can be formed through electronic actions, such as the buyer checking out, agreeing to a price, sending proof of payment, or

providing confirmation via chat. In this context, electronic *ijab kabul* can be accepted as long as it shows willingness, clarity of object, clarity of price, and does not contain fraud or coercion.

In addition to getting along, the *istisna'* contract also requires clarity in the time of work or delivery of goods. In a pre-order transaction for a handmade product, the production time must be explained to the buyer, for example seven days, two weeks, or one month after payment is made. If the production time is not explained, then the buyer can be disadvantaged because they do not have certainty when the goods will be received. Therefore, production and delivery estimates should be part of the initial deal.

Based on this analysis, the pre-order transaction of handmade products on TikTok Shop can be assessed in accordance with the *istisna'* contract if it meets several main conditions, namely the existence of a contracting party, a clear object of the order, an agreed price, a digital *sighat* that shows willingness, and a known production and delivery time. However, if one of these elements is unclear, especially related to the specifications of the goods, price, or production time, then the transaction may contain uncertainties that are contrary to the principles of *fiqh muamalah*. The article also emphasizes that the *istisna'* contract requires clarity on the object of the contract, price agreement, and settlement time as important elements in assessing the suitability of the transaction.

### **The Potential of Gharar, Khiyar, and Consumer Protection**

Although the pre-order transaction of handmade products on TikTok Shop has a conceptual compatibility with the *istisna'* contract, the practice still contains some potential problems. The main issue to consider is the potential for *gharar* or ambiguity in the transaction. *Gharar* may arise if information about the goods, price, processing time, payment system, right of cancellation, or complaint mechanism is not adequately explained to the buyer. In handmade product transactions, the potential of *gharar* often arises from the unclear product specifications. For example, sellers only show product samples via video or live streaming without listing details of the material, size, color, degree of similarity to the sample, and the quality of the final product. In fact, since the goods have not been produced, the buyer relies heavily on the information provided by the seller. If the information is incomplete, then the buyer could potentially receive an item that does not meet expectations or does not match the original agreement.

The potential for *gharar* can also arise from the unclear production and delivery times. In the pre-order system, buyers need to know when the goods start to be produced, how long the processing process takes, and when the goods are delivered. If the seller only mentions that the product will be delivered "as soon as possible" or "adjust the production line" without a clear time limit, then the transaction contains uncertainty. This ambiguity can cause consumer dissatisfaction, especially if the buyer needs the goods within a certain time. In addition, the potential for *gharar* can occur in the payment aspect. In some pre-order transactions, buyers may be required to pay in full upfront, pay a down payment, or make a payment after the item is completed. All of these mechanisms are basically acceptable as long as they are clearly agreed. Issues arise when the status of the payment is not explained, such as whether the advance payment can be refunded if the order is cancelled, whether there are additional fees in case of design changes, or what is the refund mechanism if the seller fails to produce the goods on time.

It is in this context that the concept of *khiyar* becomes important. *Khiyar* is the right to vote for the transacting party to continue or cancel the contract under certain conditions. In pre-order-based handmade product transactions, *khiyar* can be applied if the goods received do not meet the agreed specifications. For example, different sizes, colors don't match, materials are lower than the deal, the design changes without approval, or the quality of the product doesn't meet the initial description. The *khiyar* right functions to maintain justice and protect buyers from losses.

The principle of consumer protection in *muamalah* jurisprudence is in line with the values of justice, transparency, trust, and the prohibition of harming other parties. The seller is obliged to provide correct and not misleading information. Meanwhile, buyers are also required to understand the terms of the transaction before placing an order. In TikTok Shop transactions, consumer protection can be realized through clear product descriptions, conversation documentation, order confirmation, return policies, refund mechanisms, and the use of a guarantor or escrow system that holds funds until the goods are received according to the order.

Thus, the potential for *gharar* in the pre-order transaction of handmade products on TikTok Shop can be minimized if the seller and buyer build a clear agreement from the beginning. Clarity of the

specifications of the goods, price, production time, payment mechanism, right of cancellation, and right of complaint must be part of the contract. The revised article has confirmed that the main problem with handmade product transactions on TikTok Shop lies in the lack of clear contract standards between sellers and buyers, especially regarding product specifications, prices, production times, payment methods, cancellation rights, and dispute resolution.

### **The Role of the Escrow System in Improving Transaction Security and Transparency**

The findings of this study show that the use of the escrow system in handmade product transactions with a pre-order scheme can reduce the level of uncertainty (gharar) in the implementation of istisna contracts'. This mechanism ensures that funds from the buyer are not directly received by the seller before the production obligations and delivery of the goods are settled as agreed.

Furthermore, the implementation of escrow has proven to be able to maintain a balance between the rights and obligations of the parties to the transaction. The seller has the incentive to fulfill the order according to the predetermined specifications, while the buyer gets a security guarantee for the funds paid. In addition, the existence of supporting features such as a refund policy and customer review system also strengthens transparency in the transaction process. Reviews from previous consumers are an important source of information for potential buyers in assessing the level of trust in the seller. From the perspective of the suitability of the istisna' contract, the escrow system also plays a role in helping the fulfillment of the main elements of the contract, especially related to the certainty of payment and the clarity of the delivery of goods. This makes the transaction process more systematic and in line with the principles in fiqh muamalah.

In general, the results of this study indicate that the implementation of the escrow system and other supporting mechanisms has a positive impact on increasing trust, clarifying the transaction process, and minimizing the potential for default in pre-order-based digital transactions.

## **Discussion**

### **Transaction Mechanism for Pre-Order Handmade Products on TikTok Shop**

The transaction mechanism can basically be adjusted to the principles and conditions of the istisna' contract in fiqh muamalah, as long as each stage meets the stipulated conditions. In the istisna' contract, the main pillars include the existence of the parties to the contract, the object of the order, and the existence of a clear agreement (ijab and qabul) (Rajib, 2025). Therefore, the initial stage in the form of an offer and agreement between the seller and the buyer can be categorized as a form of sighth akad as long as it is carried out transparently (Alimuddin, 2020).

Furthermore, the clarity of product specifications is an important aspect in adjusting the pre-order mechanism to the principle of the istisna contract. In the fiqh of muamalah, the object of the contract must be explained in detail to avoid uncertainty or gharar (Husna et al., 2025). Therefore, business actors need to ensure that information related to materials, sizes, designs, and product quality is conveyed completely to buyers (Fatimah, 2025).

In terms of payment, the istisna' contract provides flexibility in payment methods, whether done at the beginning, gradually, or after the goods are finished (Deden et al., 2024). Thus, the payment system applied to TikTok Shop can be considered appropriate as long as there is a clear agreement between the two parties (Riani et al., 2023). The existence of an escrow system can also support transaction security and maintain a balance of rights and obligations of the parties (Dewi & Aulawi, 2021).

In addition, the aspect of the delivery time of goods must also be considered in adjusting the transaction mechanism with the istisna contract. The seller is obliged to fulfill the order according to the agreed time, so that production delays may reduce the suitability of the contract (Munandar & Mustaqilla, 2022). Therefore, good production management is needed so that the manufacturing and delivery process can run according to the agreement (Luh et al., 2025).

Thus, the transaction mechanism for pre-order handmade products can be harmonized with the principle of the istisna' contract if all stages, starting from the initial agreement, clarity of specifications, payment system, to the delivery of goods, are carried out transparently and in accordance with the provisions of fiqh muamalah. This adjustment is important to ensure that the transactions carried out do not contain prohibited elements and still uphold the principles of justice and benefits (Fadilla et al., 2024).

### **The Suitability of Akad Istisna' in Pre-order Transactions for Handmade Products on TikTok Shop**

The findings indicate that the practice of pre-ordering handmade products has fulfilled several important elements in the istisna' contract, especially related to the existence of the contracting parties, the existence of the agreed object, and the agreement between the two parties before the production process is carried out (Lutfiah et al., 2026). In the study of jurisprudence muamalah, the istisna' contract is a form of contract that is allowed as long as it fulfills the pillars and conditions, including clarity of the specification of the goods, price, and delivery time (Rahman et al., 2025). Therefore, transaction practices on TikTok Shop can be assessed in accordance with sharia principles if all of these provisions are consistently fulfilled (Maylinda & Wirman, 2023). However, in practice in the field, there are still several obstacles that have the potential to affect the validity of the contract. One of the problems that often arise is the lack of detail in product specifications, such as sizes that are not explained in detail, color differences, and material quality that does not meet buyers' expectations. This condition leads to the existence of an element of gharar or uncertainty in the transaction, which in the fiqh of muamalah must be avoided because it can be detrimental to one of the parties (Nurmaliah, 2025). The clarity of the object of the contract is a crucial aspect in the istisna' contract, so that incompleteness of information can reduce the level of conformity of the contract (Sari, 2024).

On the other hand, the existence of an escrow system implemented by the platform provides additional protection for both parties. This system allows new funds to be passed on to the seller after the buyer confirms receipt of the goods, thus minimizing the risk of default (Perdana et al., 2022). From the perspective of fiqh muamalah, this mechanism can be seen as a form of effort to maintain justice and balance of the rights and obligations of the parties in the transaction (Madjid, 2018). Thus, the suitability of the istisna' contract in the transaction of handmade products through the pre-order system on TikTok Shop is not absolute, but depends on the fulfillment of all the principles and conditions of the contract. If the aspects of clarity, transparency, and agreement can be fulfilled properly, then the transaction can be categorized in accordance with the principles of fiqh muamalah. On the other hand, if there is still an element of uncertainty, then the suitability of the contract becomes reduced (Irfani, 2026).

### **The Form of Ambiguity (Gharar) and Its Impact on Transactions**

The various obstacles faced by MSME actors show that the implementation of istisna' contracts in digital transactions has not been fully optimal. From the perspective of fiqh muamalah, the clarity of the specification of goods is one of the main requirements in the istisna' contract, so that incompleteness of information related to the product has the potential to cause an element of gharar or uncertainty in the transaction (Sukmana & Sabbar, 2025). This condition can have an impact on the mismatch between buyer expectations and the final product (Indrayani et al., 2025).

Furthermore, problems in pricing are also a challenge in itself, considering that in the istisna' contract the price must be clearly agreed at the beginning of the contract to avoid disputes in the future (Ulfah, 2025). Variations in the production process of handmade products cause difficulties in standardizing prices, so higher transparency is needed from business actors (Isnaini et al., 2022).

From the aspect of delivery time, production delays show that the fulfillment of obligations in the contract has not been optimal. In fiqh muamalah, the timeliness of delivery of goods is part of the contract commitment that must be fulfilled by the seller (Bimantara & Asari, 2022). This delay can reduce the level of consumer confidence and potentially lead to default (Amalia, 2020).

Meanwhile, the payment mechanism through the digital system implemented by TikTok Shop has basically provided protection through the escrow system. However, on the other hand, the limited understanding of MSME actors towards financial technology can be an obstacle in optimizing the system (Yusuf & Hamid, 2026). In this context, digital literacy and understanding of transaction mechanisms are important factors in supporting the successful implementation of istisna contracts' (Kholiq, 2025).

Thus, it can be concluded that the challenges in the implementation of the istisna' contract in handmade product transactions do not only come from the technical aspect of production, but also from the aspect of understanding sharia principles and the use of digital technology. Therefore, it is necessary to increase the capacity of MSME actors both in terms of information transparency, production management,

and digital literacy so that the contracts carried out can be more in accordance with the principles of fiqh muamalah (Al Bukhori et al., 2025).

This condition is not only a challenge in the implementation of contracts, but also has an impact on the quality and clarity of transactions that occur.

Based on the results of an analysis of the transaction practice of handmade products with the pre-order system on TikTok Shop, it was found that unclear contracts still often occur, especially in terms of product specifications, settlement time agreements, and details of transaction mechanisms. In some cases, the information submitted by the seller is not fully detailed, resulting in a difference in perception between the seller and the buyer.

As a result, these conditions have the potential to cause inconsistencies between the products received and the buyer's expectations, delays in delivery, and the emergence of complaints or disputes in transactions. This shows that the unclarity of the contract has a direct impact on the quality of the transaction relationship between the parties.

The lack of clarity in the transaction of handmade products on TikTok Shop has significant implications for the fulfillment of basic principles in fiqh muamalah. One of the main principles affected is justice (al-'adl), where each party should obtain its rights in a balanced manner. When information related to the object of the contract is not conveyed clearly, one of the parties has the potential to suffer losses, so that the principle of justice is not optimally fulfilled (Usman & Nasution, 2023).

In addition, the transparency aspect in transactions has also been disrupted. In fiqh muamalah, information disclosure is an important element to ensure that the contract is carried out consciously and without elements of fraud (tadlis) or uncertainty (gharar) (Nurjanah et al., 2024). Unclear product specifications, prices, and delivery times can cause information asymmetry between sellers and buyers, which ultimately harms one of the parties (Budiutono, 2023).

In terms of legal certainty, the unclear contract also has the potential to cause problems in determining the rights and obligations of each party. In transactions that are in accordance with the principles of fiqh muamalah, each element of the contract must be clearly formulated so that it can be used as a basis for dispute resolution in the event of a dispute (Aksamawanti, 1995). Incompleteness of information in the contract can complicate the process of enforcing rights, so that legal certainty becomes weak (Alwan, 2025).

Furthermore, this condition can reduce the level of consumer trust in business actors and digital platforms. In the long term, this can have an impact on business sustainability, especially for MSME players who are highly dependent on the reputation and trust of the market (Rizi et al., 2023). Therefore, the clarity of the contract is a very crucial aspect in maintaining the stability and sustainability of transactions (Nurinayah, 2023).

Thus, it can be concluded that the unclarity of the contract in the transaction of handmade products not only has an impact on the relationship between the seller and the buyer, but also affects the fulfillment of the principles of justice, transparency, and legal certainty in fiqh muamalah. Therefore, efforts are needed to increase the clarity of information and agreement in every transaction to be in accordance with sharia principles (Fazda et al., 2024).

### **Efforts to Minimize Uncertainty through the Escrow System**

The application of the escrow system in digital transactions has an important role in reducing the uncertainty (gharar) that often appears in istisna' contracts, especially in pre-order-based handmade product transactions (Ramly, 2019). In fiqh muamalah, every form of transaction must minimize the element of ambiguity so as not to harm one of the parties, so that the existence of a guarantor mechanism can be seen as an effort to maintain balance in the contract (Muzaki, 2024).

The escrow system allows for control over the flow of funds, so that the seller does not immediately receive payment before his or her obligations are met. This is in line with the principle of justice (al-'adl) in Islam, where the rights and obligations of the parties must run proportionately (Khomayny et al., 2020). Thus, this mechanism can increase trust between sellers and buyers and reduce the potential for default (Abdurrahman, 2023).

In addition, supporting mechanisms such as refund policies and customer review systems also contribute to creating transparency in transactions. From the perspective of *fiqh muamalah*, transparency is one of the important principles that must be maintained to avoid fraudulent practices (*tadlis*) and uncertainty (Rahmawati & Answer, 2023). The existence of reviews from previous customers can be a reference for potential buyers in assessing the credibility of the seller (Kusuma, 2020).

From the point of view of the suitability of the *istisna'* contract, the implementation of the escrow system and other supporting mechanisms can help ensure the fulfillment of the principles and conditions of the contract, especially in the aspect of certainty of payment and delivery of goods. With a guarantee that funds will be received after the goods are handed over according to the agreement, the relationship between the seller and the buyer becomes more structured and in accordance with *sharia* principles (Muhammad & Chong, 2007).

Thus, it can be concluded that the implementation of the escrow system and other supporting mechanisms has a significant contribution to improving the quality of pre-order-based handmade product transactions. Not only does it reduce the risk of uncertainty, but it also strengthens the conformity of the *istisna'* contract with the principles of *fiqh muamalah*, especially in terms of fairness, transparency, and certainty in transactions (Az-zahra, 2026).

Based on this analysis, pre-order-based handmade product transactions on TikTok Shop can be assessed in accordance with the *istisna'* contract if it meets several main principles. First, the seller must list the product specifications in detail before the transaction is made. Second, the price must be clearly agreed upon from the beginning. Third, the estimated production and delivery time must be informed to the buyer. Fourth, the mechanism of payment, cancellation, return, and refund must be explained transparently. Fifth, digital communication between sellers and buyers needs to be documented so that it can be proof of agreement in the event of a dispute. This recommendation is in line with the principle of *fiqh muamalah* which places the clarity of the contract, the protection of the rights of the parties, and the avoidance of *gharar* as the basis for a valid and fair transaction.

Thus, pre-order transactions for handmade products on TikTok Shop can be a digital *muamalah* practice that is in accordance with the *istisna'* contract if carried out clearly, transparently, and fairly. On the other hand, if the specifications of the goods, price, production time, and the rights and obligations of the parties are not adequately explained, the transaction has the potential to contain *gharar* and is not fully in accordance with the principles of *fiqh muamalah*. Therefore, a digital transaction standard based on *istisna'* contracts is needed so that MSME actors can use TikTok Shop productively without ignoring *sharia* principles.

#### **4. CONCLUSION**

Based on the results and discussions that have been described, it can be concluded that the practice of transaction of handmade products through the pre-order system at TikTok Shop is basically in accordance with the concept of *istisna'* contracts in the *fiqh* of *muamalah*. This can be seen from the existence of an order mechanism for goods that is not yet available, an agreement between the seller and the buyer before the production process, and the flexibility in the payment system that is the hallmark of *istisna'* contracts. As long as the main elements such as the parties, the object of the contract, the price, and the agreement are met, then the transaction can be categorized in accordance with *sharia* principles. However, this conformity is not fully optimal because various obstacles are still found in practice. The main problems lie in the lack of clarity of product specifications, uncertainty of completion time, and differences in understanding between sellers and buyers. This condition has the potential to create an element of uncertainty (*gharar*) that can affect the validity of the contract and reduce the fulfillment of the principles of justice, transparency, and legal certainty in transactions. In addition, MSME actors also face challenges in setting consistent prices, managing the production process to match the promised time, and understanding the digital transaction mechanisms implemented by the platform. These limitations in technical aspects and digital literacy are factors that affect the effectiveness of the implementation of the *istisna'* contract in the context of digital-based trade. On the other hand, the existence of an escrow system and other supporting features on the platform makes a positive contribution to increasing security and trust in transactions. This mechanism is able to minimize the risk of loss and help maintain a balance of rights and obligations between

sellers and buyers, thus supporting the better application of sharia principles. Thus, it can be emphasized that the level of conformity of the istisna' contract in the transaction of handmade products on TikTok Shop is conditional, depending on the extent of clarity, transparency, and commitment of the parties in fulfilling the agreement. Therefore, efforts are needed to increase MSME actors' understanding of the principles of fiqh muamalah, accompanied by optimizing the use of platform features, so that the transactions carried out are not only economically profitable, but also in accordance with sharia provisions.

## 5. ACKNOWLEDGE

The author would like to express her sincere appreciation to Moh. Idil Ghufron as the supervising lecturer for his academic guidance, conceptual direction, and constructive feedback throughout the research process. His supervision played an important role in ensuring that this study remained methodologically appropriate, academically focused, and relevant to current issues in Islamic economic transactions and digital commerce. The author also acknowledges her own role in conducting the research, collecting relevant data, reviewing supporting literature, and organizing the findings. These processes contributed significantly to the completion of this article. Finally, the author extends her gratitude to all parties who provided support, either directly or indirectly, during the preparation of this research. Any remaining limitations in this article are the sole responsibility of the author.

## 6. REFERENCES

- Abdurrahman, A. F. (2023). *Pengaruh Analisis Risiko Dan Kepercayaan Terhadap Kemudahan Melakukan Transaksi Melalui Escrow Account Tokopedia (Studi Kasus Setia Jaya Motor)*. 2(2). <https://doi.org/10.21776/csefb.2023.02.2.06>
- Adel, I. R. (2025). *Gharar In Digital Economic Transactions : A Qualitative Analysis Of E-Commerce Practices*. 2(3), 447–455.
- Aisyah, N., Islam, U., Siber, N., & Nurjati, S. (2025). *Finotec : Journal of Islamic Finance and Economics Penerapan Prinsip Manajemen Syariah pada Bisnis Digital di Era Modern*. 2, 214–225.
- Aksamawanti. (1995). GHARAR: HAKIKAT DAN PENGARUHNYA TERHADAP AKAD. *Syariati*, V(01).
- Al Bukhori, L. F., Aisy, R., & Da'mai, R. (2025). Peran Literasi Keuangan Digital Dalam Pemberdayaan UMKM Syariah. *J-MABISYAH*, 6(1).
- Alimuddin, A. (2020). Bentuk Akad-Akad Bernama di Lembaga Keuangan Syariah. *Journal of Islamic Economic And Business (JIEB)*, 02(02), 74–91. <https://doi.org/10.33477/eksy.v2i02.1716>
- Alwan, F. F. (2025). KEABSAHAN KONTRAK DALAM EKONOMI SYARIAH: PERSPEKTIF FIQH MUAMALAH. *Jurnal Akademik Ekonomi Dan Manajemen*, 2(2), 293–305. <https://doi.org/10.61722/jaem.v2i2.4983>
- Amalia, R. (2020). Pengaruh Kinerja Layanan, Kepercayaan, Dan Kepuasan Terhadap Loyalitas Konsumen Menggunakan Jasa Pengiriman Jne Di Kota Banda Aceh Terkait Keterlambatan Pengantaran. *Jurnal Ilmiah Manajemen Muhammadiyah Aceh (JIMMA)*, 10(2), 19–37.
- Ashilah, S., Anizar, A., Muttaqin, Z., & Haekal, F. (2024). Normalizing the Unusual : A Review of Fiqh Muamalah on the Sale of Entrails in Seruway. *AJIL: Aceh Journal of Islamic Law*, 1(1), 75–94.
- Associated Press. (2023). Indonesia bans TikTok Shop to protect small businesses. Diakses dari: <https://apnews.com/article/62e5ef9f366d8cfd4a94427393bb5aba>
- Az-zahra, N. F. (2026). Analisis praktik e-commerce dan fintech dalam perspektif fiqh muamalah. *QURANOMIC: JURNAL EKONOMI DAN BISNIS ISLAM*, 5(1), 36–52. <https://jurnalannur.ac.id/index.php/quranomic> E-ISSN
- Azizah, M., Ramandhani, O. P., Saputra, W. S., & Azwari, P. C. (2025). Implementasi Akad Istishna ( Psak 404 ) dalam Transaksi Jual Beli Online Model Pre Order. *Jurnal Mirai Management*, 10(1), 229–240.
- Bachtiar, Hendrik.Sari, C. M. (2025). *DAMPAK ONLINE SHOP MENGUBAH LANSKAP BISNIS PASAR TRADISIONAL*. 8(2), 143–155.
- Bimantara, D., & Asari, A. (2022). Analisis Akad Istishna Perspektif Fikih Muamalah dan Hukum Perdata. *Mabsya*, 4(2), 143–155. <https://doi.org/10.24090/mabsya.v4i1.6969>

- Bintang, H. J. (2022). Ketidaksesuaian Barang Yang Dibeli Melalui E Commerce Ditinjau Dari Aspek Perlindungan Konsumen. *ARBITRASE: Journal of Economics and Accounting*, 3(1), 50–56. <https://doi.org/10.47065/arbitrase.v3i1.442>
- Budiutono, S. (2023). Analisis asimetris informasi: perilaku konsumen pada pasar online. *Oikos: Jurnal Kajian Pendidikan Ekonomi Dan Ilmu Ekonomi*, VII(2), 645–658. <https://doi.org/10.23969/oikos.v7i2.8692>
- Churniawan, M. B. F. (2025). Perjanjian Jual Beli melalui Pesan Singkat Pelaku UMKM Berdasarkan Hukum Perdata di Indonesia. *International Journal of Politic, Public Policy and Environmental Issues*, 3(2), 32–44. <https://doi.org/10.53622/ij3pei.v3i2.376>
- Deden, M., Susanti, N. M., Muslihah, S., Amanda, P. A., & Penting, ?. Catatan. (2024). ANALISIS PERLAKUAN AKUNTANSI AL-ISTISNA PADA SEKTOR PERBANKAN SYARIAH. *Jurnal Ilmiah Multidisiplin*, 1(4), 115–121. <https://doi.org/10.62017/merdeka>
- Dewi, R., & Aulawi, H. (2021). Peran Perceived Effectiveness of Escrow Services terhadap Satisfaction dan Trust pada E-Commerce di Indonesia. *Jurnal Ekonomi Indonesia*, 10(1), 13–24. <https://doi.org/10.52813/jei.v10i1.67>
- Diva Qurana, T., Ardani, F., Davista, A., Ekonomi dan Bisnis, F., & Trisakti, U. (2026). The Impact Of E-Commerce Live Streaming On Consumer Purchase Intentions In Indonesia Dampak Live Streaming E-Commerce Terhadap Niat Beli Konsumen Di Indonesia. *Management Studies and Entrepreneurship Journal*, 7(1), 399–412. <https://doi.org/10.37385/msej.v7i1.9888>
- Erianto, F. C., Adyuanas, A., Syaharani, Z. P., Mulyana, D., & Thalib, S. R. (2024). Perlindungan Hak Konsumen E-Commerce Dalam Kasus Wanprestasi: Barang Tidak Sesuai Deskripsi Produk. *Jurnal Ilmiah Wahana Pendidikan*, 2, 306–312.
- Fadilla, N., Saleh, M., & Sinaga, A. (2024). Analisis Penggunaan Akad Istishna Pada SISTEM Pre Order Dengan Study Kasus Pedagang Online Shop di Pangkalan Brandan. *JEKSya Jurnal Ekonomi Dan Keuangan Syariah*, 3(3), 294–306.
- Faridah, Eva. Pekerti, R. D. (2021). *Implementasi Akad Istishna (PSAK Syariah 104) dalam Transaksi Jual Beli Online*. 4, 19–30. <https://doi.org/10.21043/aktsar.v4i1.8562>
- Fatimah, N. (2025). GHARAR IN SHARIA FINANCIAL PRODUCTS: FORMS, IMPLICATIONS, AND PREVENTION MEASURES. *Jurnal Hukum Islam Dan Humaniora*, 4(September), 809–820. <https://doi.org/10.58578/ahkam.v4i3.6702>
- Fazda, F. I., Fadil, & Hidayat, F. T. (2024). FIQH MUAMALAH SEBAGAI SOLUSI DALAM MENGHADAPI PRAKTIK RIBA DAN GHARAR. *Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory*, 2(4), 2162–2172. <https://shariajournal.com/index.php/IJIJEL/>
- Gumilang, N. C. (2024). *Transaksi Akad Istisna ' dalam Kegiatan Jual Beli Online*. 01(01). <https://journal.syamilahpublishing.com/index.php/fatawa/>
- Hanifah, N., & et Al. (2025). Analisis Qawaid Fiqhiyyah pada Akad Jual Beli Digital dalam Perspektif Ekonomi Syariah. *Jurnal Masharif Al-Syariah*, 10(204), 4087–4096. <https://doi.org/10.30651/jms.v10i5.29897>
- Hilmi, M. F., & Tawakal, H. A. (2021). Perancangan dan Pengembangan Sistem Pembelian Pre Order Berbasis Website Untuk Transaksi Jual Beli Produk Cabai. *Jurnal Informatika Terpadu*, 7(2), 108–117. <https://doi.org/10.54914/jit.v7i2.382>
- Himmah, F., & Karim, M. (2025). Begawan Abioso Perlindungan Hukum Terhadap Konsumen dalam. *Begawan Abioso*, 16(1), 1–10. <https://ejournal.hukumunkris.id/index.php/abioso>
- Husna, L., Hizri, N., Nisa, A., & Ainun, N. (2025). Akad-Akad dalam Fiqih Muamalah. *Journal of Syari'ah Economy Ad-Dhaman*, 1(1), 1–13.
- Indrayani, P., Siregar, F. K., Aritonang, P., Yulizar, I. A., Aldiansyah, F., Hamka, M., & Karim, A. (2025). Studi Kasus Sengketa Konsumen Dalam E-Commerce. *PRINSIP: Portal Riset & Inovasi Sistem Perangkat Lunak*, 3, 28–33. <https://doi.org/http://doi.org/10.59696/prinsip.v3i1.77>
- Irfani, M. (2026). Analisis akad istisna' dalam pembiayaan konstruksi pada bank syariah. *Alkanza*, 1(Februari), 22–31. <https://ejournal.iaikhozin.ac.id/ojs/index.php/al-kanza/index%0AANALISIS>

- Isnaini, W., Khoiri, H. A., & Chayaningtyas, P. (2022). Penentuan Harga Pokok Produksi Usaha Mikro , Kecil , dan Menengah Charu Dhatri Madiun. *BERDIKARI JURNAL INOVASI DAN PENERAPAN IPTEKS* Agustus, 10(2), 177–184. <https://doi.org/10.18196/berdikari.v10i2.13747> ABSTRACT
- Kholilullah, D. (2024). Analisis Hukum Ekonomi Syariah Dan Kuhperdata Terhadap Praktik Jual Beli Perabotan Rumah Tangga Secara Pemesanan (Studi Kasus Furniture Custom Di Desa Andongrejo Kecamatan Tempurejo Kabupaten Jember) Doivy. *Panitera: Jurnal Hukum Dan Hukum Islam*, 2(2), 158–176.
- Kholiq, A. (2025). Literasi Digital Terhadap Pemanfaatan Fintech Syariah Oleh Pelaku UMKM. *Jurnal Ekonomi Islam*, 2(2). <https://oj.mjukn.org/index.php/jei>
- Khomayny, M., Badullah, M. W., Islam, U., Alauddin, N., Bisnis, E., & Existence, B. (2020). Perlakuan Denda Pembiayaan Berbasis Konsep Al-Adl Dalam Menjaga Eksistensi Bisnis Bank Syariah. *Jurnal Iqtisaduna*, 6(2), 91–103. <https://doi.org/10.24252/iqtisaduna.v6i2.18117>
- Kusuma, L. (2020). *Reputation System Of C2c E-Commerce , Buying Interest And Trust*. 21(1), 314–321. <https://doi.org/10.3846/btp.2020.11559>
- Laraswati, M., Adam, P., Putra, A., & Rohmah, I. S. (n.d.). *Tinjauan Fikih Mamalah terhadap Implementasi Jual Beli Akad Istishna ' di Konveksi X*. 6–13.
- Luh, N., Purnami, D., Juliana, M., Putri, N., Amelinda, A., Studi, P., Industri, T., Teknik, F., Udayana, U., & Cs, Q. P. T. (2025). ANALISIS PENYEBAB KETERLAMBATAN PRODUKSI DAN SIMULASI PENJADWALAN BERBASIS LINEAR PROGRAMMING DI PT CS. *Jurnal Riset Dan Aplikasi Teknik Industri*, 03(01). <https://doi.org/10.24843/JRATI.2025.v03.i01.p13>
- Lutfiah, S., Latifah, O. S., & Ramadan, I. (2026). *Penerapan Akad Salam Dan Istishna Dalam Pembiayaan Produk Syariah Di Indonesia*. 4195–4205. <https://doi.org/10.61104/alz.v4i1.3822>
- Luthfi, H. A., Suryani, I., & Jalil, H. A. (2021). *Penerapan Akad Istishna Pada Transaksi Bisnis Furniture Di Indonesia*. 23–33.
- Madjid, S. S. (2018). PRINSIP-PRINSIP (ASAS-ASAS) MUAMALAH. *Jurnal Hukum Ekonomi Syariah*, 2(1). <https://doi.org/10.26618/j-hes.v2i1.1353>
- Maryam, N. Y., Nurhabni, R. A., Masrukhan, M., Studi, P., & Syariah, A. (2024). *Implementasi Akad Istishna Pada Sistem Pre-Order Jual Beli Online*. 11(5).
- Maylinda, R., & Wirman. (2023). Analisis Transaksi Akad Istishna' dalam Praktek Jual Beli Online Rani. *Jurnal Ilmiah Wahana Pendidikan*, 9(6), 482–492. <https://doi.org/10.5281/zenodo.7785395> p-ISSN:
- MediaMister. (2024). TikTok Shop Statistics. Diakses dari: <https://www.mediamister.com/blog/tiktok-shop-statistics/>
- Muhammad, M. Z., & Chong, R. (2007). THE CONTRACT OF BAY' AL-SALAM AND ISTISNA' IN ISLAMIC COMMERCIAL LAW: A COMPARATIVE ANALYSIS. *Labuan E-Journal of Muamalat and Society*, 1, 21–28.
- Munandar, A., & Mustaqilla, S. (2022). The Sale And Purchase Of Furniture With Istisna' Contract According To Islamic LAW: A Case Study in Sukakarya Sub-District, Sabang. *JURISTA*, 6(1), 95–110. <https://doi.org/10.22373/jurista.v6i1.18>
- Muzaki, M. A. (2024). Rekonstruksi Konsep Gharar dalam Kontrak Keuangan Islam : Analisis Kritis dari Perspektif Fiqih dan Ekonomi Modern. *Journal of Islamic Accounting and Business Research*. <https://doi.org/10.1108/jiabr-01-2023-0006>.
- Nurinayah. (2023). Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah. *Jurnal Hukum Ekonomi Syariah*, 4(1), 63–78. <https://doi.org/10.24239/tadayun.v4i1.99>
- Nurjanah, D. I., Anisa, R., Darmawan, D., Mitra, P., & Jaweda, C. (2024). Konsep Gharar dan Maisir dalam Transaksi Ekonomi Fikih Mu ' amalah. *AL-FIQH: Journal of Islamic Studies*, 2(3), 159–166. <https://doi.org/10.59996/al-fiqh.v2i3.368>
- Nurmaliah, I. (2025). *Telaah Kritis Gharar dalam Layanan Keuangan Digital Shopee PayLater : Analisis Tafsir Ayat dan Syarah Hadits Muamalah*. 3(1), 218–225. <https://doi.org/10.62017/merdeka> Telaah
- Okezone. (2023). TikTok sebut ada 2 juta pelaku UMKM di TikTok Shop. Diakses dari:

<https://economy.okezone.com/read/2023/09/27/320/2890650/tiktok-sebut-ada-2-juta-pelaku-umkm-di-tiktok-shop>

- Pantow, M., Frederik, W., & Wahongan, A. (2025). Analisis Yudiris Terhadap Wanprestasi Atas Perjanjian Pre-Order Dalam Layanan Internet. *INNOVSTIVE: Journal Of Social Science Research*, 5, 7700–7715. <https://doi.org/10.31004/innovative.v5i3.19549>
- Perdana, A. P., Muttaqin, A., & Arief, S. (2022). Perlindungan Hukum Konsumen dalam Jual Beli Online dengan Jasa Escrow. *Nolaj*, 1(2), 100–115.
- Pradani, E. A. (2025). Perkembangan industri kreatif di kota Batu, Jawa Timur 2001-2022. *Takuana: Jurnal Pendidikan, Sains, Dan Humaniora*, 4(2), 181–193. <https://doi.org/10.56113/takuana.v4i2.139>
- Priyono, M. B., & Sari, D. P. (2023). Dampak Aplikasi Tiktok Dan Tiktok Shop Terhadap UMKM Di Indonesia Muhammad Bintang Priyono 1 , Dian Permata Sari 2 1,2 Universitas Pendidikan Indonesia. *Jurnal Ilmiah Wahana Pendidikan*, 9(September), 497–506. <https://doi.org/10.5281/zenodo.8315865>
- Rahman, K. A., Zen, M., Rahman, K. A., & Info, A. (2025). *Classical fiqh on istishna' sale and its application in the sharia property industry*. 1(3), 108–123.
- Rahmawati, S. S., & Jawab, A. R. (2023). Konsep Dasar Gharar. *Jurnal Ilmiah Multidisiplin*, 2(11), 5450–5455. <https://doi.org/10.56799/jim.v2i11.2416>
- Rajib, M. (2025). Terbentuknya Akad (Kontrak): Rukun Dan Syarat Akad. *Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syariah*, 6(April), 678–695. <https://doi.org/10.24252/iqtishaduna.vi.55087>
- Ramadhani, D., & Pangestu, D. R. (2025). Evaluation of the Implementation of Sharia Contracts in Msme Financing: Challenges and Current Trends. *Jurnal Sipakainge: Inovasi Penelitian, Karya Ilmiah Dan Pengembangan (Islamic Science)*, 3, 51–64. <https://doi.org/10.35905/sipakainge.v3i4.14116>
- Ramly, A. R. (2019). The Concept Of Gharar And Maysir And Its Application To Islamic Financial Institutions. *International Journal OF Islamic Studies and Social Sciences*, 1(1).
- Riani, Y., Efiza, H. F., & Fitri, R. (2023). Penerapan Pembiayaan Akad Istishna Pada Bank Syariah. *Jurnal Multidisiplin Indonesia*, 2(6), 896–903. <https://jmi.rivierapublishing.id/index.php/rp> PENERAPAN
- Rinanda, I., Indrawati, I., & Millanyani, H. (2024). The Influence of Professionalism and Interaction on Purchase Intention in TikTok Shop Live Streaming. *International Journal of Social Science and Human Research*, 7(09), 7075–7081. <https://doi.org/10.47191/ijsshr/v7-i09-41>
- Rizi, Y. A., Dharma, F., Amelia, Y., & Prasetyo, T. J. (2023). Factors Affecting Trust And Interest In Transactions By Indonesian Msme Sellers In E-Commerce. *Journal of Indonesian Economy and Business*, 38(1), 19–42. <https://journal.ugm.ac.id/v3/jieb>
- Rosdiana, A. (2018). Rajutan pada kriya seni. *Jurnal Seni Desain*, 1(1), 69–80. <https://doi.org/10.34001/jsuluh.v1i1.726>
- Saifuddin, & Febrianti, E. W. (2025). Gharar Dalam Transaksi Online: Analisis Akad Jual Beli Pada Marketplace Digital. *Jurnal Teknologi Dan Manajemen Industri Terapan*, 4(2), 178–184. <https://doi.org/10.55826/jtmit.v4i2.602>
- Sapthiarsyah, M. F., & Junita, D. (2024). Pengaruh Penggunaan Media Sosial dan Pemasaran Digital Terhadap Kinerja Umkm. *Jurnal Ilmiah Ekonomi Dan Bisnis*, 21(2), 330–337. <https://doi.org/10.31849/jieb.v21i2.23686>
- Saputra, B. S. P., Nasrullah, M. H., Muslim, N. A., & Hakim, M. H. A. (2025). Relevansi Legalitas Akad Syariah dalam Mewujudkan Kepastian Hukum dan Keadilan Ekonomi Islam. *Jurnal Ilmu Sosial Dan Humaniora*, 1(3), 588–599. <https://doi.org/10.63822/qd375r30>
- Sari, D. N. (2024). Kedudukan Objek Akad Sebagai Akibat Hukum Perjanjian (Kajian Reflektif Dalam Fikih Muamalah). *I-Best: Islamic Banking & Economic Law Studies*, 3(2), 86–106. <https://doi.org/10.36769/ibest.v3i2.650>
- Sopa, A. T., Umi, O. M., & Bhhana, M. (2023). *Implementation of Istishna Akad in Online Sale and Purchase Transactions*. 4(1), 5–11.
- Sukmana, A. S., & Sabbar, S. D. (2025). Istishna ' dalam Transaksi Sistem Cash on Delivery ( COD ) pada Jual Beli Online. *Jurnal Alwatzikhoebillah*, 11(1), 353–362.

<https://doi.org/10.37567/alwatzikhoebillah.v11i1.3552>

- Tamrin, B. (2025). Analisis Hukum terhadap Perlindungan Konsumen dalam Transaksi Digital di Indonesia : Tinjauan Undang-Undang Nomor 8 Tahun 1999 Legal Analysis of Consumer Protection in Digital Transactions in Indonesia : A Review of Law Number 8 of 1999. *Jurnal Kolaboratif Sains*, 8(6), 3246–3255. <https://doi.org/10.56338/jks.v8i6.7738>
- Tania, F. D., & Purnamasari, P. (2025). Analisis Preferensi Konsumen Terhadap Produk Handmade Di Era Pasar Digital : Studi Kasus Pada Media Sosial Instagram @ idekuhandmade. 9(1), 152–158.
- Ulfah, I. F. (2025). Analisis Akad Istishna dalam Praktik Jual Beli Online. *JMI: Jurnal Muamalat Indonesia*, 5(1), 841–855. <https://doi.org/10.26418/jmi.v5i2.841>
- Usman, K., & Nasution, U. (2023). Dampak Komunikasi Digital Terhadap Implementasi Prinsip Gharar Dalam Transaksi Online. 04(2), 61–86. <https://doi.org/10.56874/islamiccircle.v4i2.2221>
- Yulianti, Y. (2025). Consumer Protection in Live Streaming-Based Commercial Transactions. *Juni*, 3(2022), 124–130. <https://doi.org/10.59435/gjmi.v3i6.1650>
- Yuninsi, A. A., Khatimah, A. N. H., Ramadani, S., Aswad, A., & Kamaruddin. (2025). Peran Kontrak Istishna dalam Mendorong Pertumbuhan Ekonomi Syariah Tinjauan Teoritis dan Praktis. 18(1), 392–398.
- Yusuf, V. S., & Hamid, M. A. (2026). Does Escrow Really Protect Consumers? An Islamic Law Critique of Marketplace Transactions in Indonesia. *Justicia Islamica: Jurnal Kajian Hukum Dan Sosial*, 23(1), 29–60. <https://doi.org/10.21154/justicia.v23i1.12302>