

## THE EXISTENCE OF GHARAR FĀḤISH AND ITS POTENTIAL IN DIGITAL-BASED MARKETING IN MALAYSIA

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### ABSTRACT

*The widespread use of digital-based marketing has increased the risk of ambiguity and information asymmetry between sellers and buyers in non-face-to-face transactions, thereby raising concerns regarding compliance with the Islamic mu'āmalāt principle prohibiting gharar. This study aims to analyse the principle of the prohibition of gharar and the potential occurrence of gharar in digital-based marketing practices in Malaysia. The study adopts a qualitative approach through a combination of library research and fieldwork. The library research involved an in-depth analysis of scholarly books and academic articles. The fieldwork was conducted through semi-structured interviews with eight informants, comprising three entrepreneurs, three academics specialising in mu'āmalāt, and two academics specialising in digital marketing. The interview data were analysed using reflexive thematic analysis to identify the main themes. The findings identify two main themes, namely clearly prohibited gharar fāḥish and the potential occurrence of gharar in digital marketing. Prohibited gharar was identified in relation to the existence of products, price determination and additional costs, and product specifications. Examples include the sale of products without confirmed stock through dropshipping and the use of AI-generated visuals that inaccurately represent material quality. Meanwhile, the potential occurrence of gharar exists in uncertainties relating to delivery time, return policies, promotional strategies, and disclosure of seller identity. The fiqh analysis indicates that certain forms of ambiguity may be categorised as minor gharar; however, ambiguity that is intentional or avoidable has the potential to affect the validity of the contract.*

**Keywords:** *gharar, Islamic mu'āmalāt jurisprudence, digital-based marketing, contractual ambiguity, information transparency.*

## 1. INTRODUCTION

The Fourth Industrial Revolution has accelerated the transformation of the global economic structure through the integration of digital technologies into various aspects of marketing and trade (Souza et al., 2024; Kumar et al., 2024). In this context, digital-based marketing is no longer merely a supplementary channel to conventional transactions; rather, it has emerged as a primary medium of exchange encompassing product promotion, the formation of consumer perceptions, and the execution of online contracts (Figueiredo et al., 2025; Albashori et al., 2025). This development has directly reshaped the role of marketing from a mechanism for information dissemination into one that influences consumer desires, trust, and purchasing decisions through communication strategies, platform design, and digital information management (Muslimin et al., 2022; Balampaki & Rawat, 2025).

This transformation of the marketing landscape carries significant implications for the formation of contractual relationships, particularly among Muslim communities bound by the principles of *mu'āmalāt*. Within the framework of *mu'āmalāt*, the validity of a transaction is not assessed solely based on market efficiency or economic gain but also depends on adherence to the principles of justice, transparency, and mutual consent between contracting parties. These principles function to ensure that the exchange of wealth occurs lawfully and ethically, in accordance with the *maqāṣid al-sharī'ah* in safeguarding individual interests and social harmony (Al-Ghazali, 1997; Marotina & Haq, 2025; Ishak & Asni, 2020). In this regard, the prohibition of *gharar* constitutes one of the core principles in *mu'āmalāt*, aimed at preventing contractual ambiguity and uncertainty that may undermine genuine consent and create avenues for injustice (Al-Shirazi, 1995).

Nevertheless, the nature of digital-based marketing renders the issue of *gharar* increasingly complex and more difficult to identify directly when compared to traditional marketing practices, where products can be physically examined through face-to-face interaction. In the digital environment, consumers typically make purchasing decisions based on visual representations, limited descriptions, promotional strategies, and information structures determined by digital platforms, without the opportunity to physically inspect the product or fully comprehend the implications of the contract being concluded (Fikra, 2025; Ridwan et al., 2025). This situation resembles the modern manifestation of *bay' al-ghā'ib*, namely sale transactions conducted without seeing the goods, which are permitted

in classical *fiqh* provided that the seller offers clear and sufficient descriptions regarding the nature, quantity, and quality of the product. However, within the contemporary digital ecosystem, the level of such clarity is contingent upon information design, platform algorithms, and sellers' marketing behaviour, all of which may generate significant information asymmetry between the contracting parties.

A review of previous studies indicates that digital-based marketing is exposed to various forms of contractual ambiguity, including misleading product descriptions, non-transparent pricing structures, hidden costs, promotional manipulation, and the absence of clear consumer protection mechanisms (Zulkepli et al., 2025; Siregar et al., 2025; Fesabas & Shaker, 2025; Hafid et al., 2024). Although some earlier studies have addressed ethical issues, consumer protection, and regulatory challenges in digital marketing, these discussions are largely general in nature and remain disconnected from empirical analyses grounded in *mu'āmalāt*. Specifically, existing studies tend to assess *gharar* normatively or textually without operationalising it within the context of actual digital marketing practices, particularly within Malaysia's unique e-commerce ecosystem and regulatory landscape.

This research gap becomes more pronounced as most contemporary *mu'āmalāt* studies focus predominantly on Islamic financial contracts or e-commerce in general, without giving sufficient attention to digital marketing structures as the initial stage in the formation of contractual consent (Mohd Noh et al., 2025; Muhammad et al., 2025; Zulkepli et al., 2025). Consequently, understanding of how *gharar fāḥish* is manifested through marketing strategies, information design and digital marketing practices remains limited. The lack of empirical analysis linking the principle of the prohibition of *gharar* with the realities of digital marketing underscores the urgent need for a study that integrates the perspective of *mu'āmalāt* with field-based findings. Accordingly, this study aims to analyse the principle of the prohibition of *gharar fāḥish* and the potential occurrence of *gharar* in digital-based marketing practices in Malaysia in order to address existing research gaps and contribute to the advancement of contemporary *mu'āmalāt* discourse, as well as to provide a conceptual foundation for assessing Sharī'ah compliance within an increasingly complex digital marketing ecosystem.

The complexity of digital marketing arises from several interrelated dimensions that distinguish it from traditional commerce. First, digital environments produce layered information asymmetry, as buyers depend on visual representations, algorithm-curated reviews, and platform-mediated descriptions rather than direct physical inspection of goods (Zhao et al., 2025). Second, digital interfaces are dynamic and personalised: prices, available stock, and promotional offers may shift in real time based on user behaviour, location, and algorithmic targeting,

producing a transaction environment in which two buyers viewing the same product may encounter materially different information (Qiu et al., 2025). Third, multiple parties participate in the contractual chain, including the seller, the platform operator, third-party logistics providers, and payment intermediaries, thereby complicating the allocation of responsibility when disputes arise. Fourth, time pressure mechanisms such as flash sales, countdown timers, and limited-stock claims actively shape purchasing decisions before buyers can fully evaluate the offer (Ghose et al., 2024). These features collectively expand the surface area on which contractual ambiguity may emerge, and they raise jurisprudential questions that are not fully addressed by classical *fiqh* formulations developed for face-to-face transactions.

## 2. LITERATURE REVIEW

### 2.1 *The Concept of Gharar*

Islamic scholars differ in defining *gharar* according to Sharī'ah terminology. Al-Sarakhsi (n.d.) of the Ḥanafī school defines *gharar* as uncertainty regarding the outcome of a contract that cannot be ascertained at the time the contract is concluded. Meanwhile, al-Qarafi (1998) of the Mālikī school associates *gharar* with uncertainty in obtaining the subject matter of the contract, such as goods that are difficult to control or whose existence is uncertain. The approaches of al-Shirazi (1995) from the Shāfi'ī school and Ibn Taymiyyah (1998) from the Ḥanbalī school focus on ambiguity concerning the nature and consequences of a transaction that cannot be definitively known by the contracting parties. Ibn Hazm (n.d.), representing the Zāhirī school, defines *gharar* more literally as bilateral uncertainty between the seller and the buyer. Despite differences in Sharī'ah terminology, all these perspectives converge on a common concern regarding informational ambiguity and misunderstanding that may lead to injustice in everyday commercial transactions.

Contemporary scholars have further expanded the scope of *gharar* by considering the complexity of modern transactions. Al-Zuhayli (2017) defines *gharar* as ambiguity present in various aspects of a contract, such as price, product condition, quantity, and delivery period. Al-Qaradawi (1997) emphasises the implications of *gharar* on trust and justice in commercial dealings. The primary distinction between classical and contemporary interpretations lies in the breadth of analysis and sensitivity to current contexts. Nevertheless, their core commonality remains evident, namely the rejection of any form of ambiguity that may result in harm and injustice to the contracting parties. This demonstrates that

*gharar* is dynamic in nature and open to contextual interpretation, provided that it remains grounded in the principles of clarity, justice, and the protection of rights in *mu'āmalāt*.

*Gharar* is categorised into two main types, namely minor *gharar* (*yasīr*) and excessive *gharar* (*fāḥish*), to distinguish between acceptable and prohibited forms of uncertainty under Sharī'ah law. Minor *gharar* refers to slight ambiguity or minimal risk that does not compromise contractual justice nor lead to loss or dispute between the contracting parties (Ibada & Ibrahim, 2010). In this context, *fiqh* scholars generally acknowledge that certain elements of uncertainty are unavoidable in *mu'āmalāt* transactions.

This view is supported by Ibn al-Jawzi, who asserts that minor *gharar* does not invalidate a contract so long as such ambiguity remains within customary limits and is acceptable to the parties involved (Al-Busiri, 2003). Al-Darir (1993) similarly states that minor *gharar* is a natural phenomenon in transactions and should not serve as grounds for denying contractual validity. Al-'Uthaymeen (2001) further elaborates that *gharar* becomes problematic only when it is excessive and leads to significant loss. Al-Nawawi (2006) associates the acceptance of minor *gharar* with the Sharī'ah principles of facilitation and the removal of hardship, for instance, requiring buyers to physically inspect every grain in a sack of rice, demanding that sellers specify the precise weight of every fruit to the last gram or prohibiting the sale of unripe fruit because its final quality cannot be fully ascertained at the point of sale would render ordinary commerce unworkable. Collectively, these views indicate a relative consensus that minor *gharar* is tolerated as long as it does not undermine justice in commercial transactions.

In contrast, excessive *gharar* refers to a high degree of uncertainty that is clear, significant, and avoidable, and that has the potential to generate confusion, loss, and disputes between the contracting parties (Al-Darir, 1993). Ibn Rushd (1988) explains that excessive *gharar* constitutes uncertainty that dominates a contract to the extent that the contract is characterised by it. Accordingly, al-Baji (1998) emphasises that excessive *gharar* may undermine the fundamental structure of a contract, as such ambiguity directly exposes one party to potential loss. From a social perspective, al-Sakir (2008) highlights that excessive *gharar* often becomes a source of disputes and hostility in transactions. On this basis, jurists unanimously agree that excessive *gharar* is prohibited and may invalidate a contract.

The prohibition of *gharar* is grounded in the fundamental Sharī'ah principles of upholding justice, transparency, and the protection of the rights of the contracting parties. *Fiqh* scholars unanimously assert that transactions containing excessive *gharar* are prohibited, as contractual ambiguity has the potential to undermine the structure of sale contracts and create opportunities for injustice and exploitation (Al-Qarafi, 1998; Ibn Rushd, 2004; Al-Baji, 1998; Al-Nawawi, 2006). Thus, the prohibition of *gharar* is not intended to restrict economic activity; rather, it serves as a guideline to ensure that the transfer of wealth occurs lawfully, ethically and equitably.

## 2.2 The Concept of Digital-Based Marketing

Marketing in general refers to a set of business activities and managerial processes involving the identification of customer needs, as well as the planning and implementation of strategies related to products or services, pricing, promotion, and distribution to create value exchange between an organisation and its target market (Cambridge English Dictionary, n.d.). In the contemporary framework, the objectives of marketing are no longer confined to short-term sales growth; instead, greater emphasis is placed on building long-term relationships, trust, and customer loyalty within an increasingly competitive market environment (Kotler, 2002; Steinhardt, 2010).

The term *digital* refers to the use of technologies and systems that operate based on digital signals, enabling data to be generated, stored, processed and distributed rapidly and on a large scale (Oxford English Dictionary, n.d.; Gwakwara, 2024). However, the concept of digitalisation is not merely technical in nature; it also encompasses social, cultural and behavioural dimensions that shape how individuals interact, make decisions, and evaluate information. The process of digitalisation has brought about significant structural changes in the way organisations and consumers function, thereby influencing the economic landscape, communication patterns, and decision-making processes within the modern digital economy (Liu, 2025).

Based on the integration of these two concepts, digital-based marketing can be defined as the use of digital technologies and channels for the purposes of promotion, sales, and the management of interactions related to products or services, with an emphasis on two-way communication and targeted information delivery (Kaur & Dangwal, 2023; Sharma & Siby, 2022). This approach integrates traditional marketing principles with the capabilities of digital technologies,

enabling more direct, personalised, and continuous interactions between organisations and customers (Guarda et al., 2020). Since its emergence in the early 1990s, digital marketing has developed rapidly in line with the increasing use of the internet and smart devices and has shaped new patterns of consumer behaviour that increasingly rely on digital environments for information search and purchasing decision-making processes (Kaur & Dangwal, 2023; Ramkumar et al., 2022).

Within the contemporary digital marketing ecosystem, various forms of digital marketing operate in a complementary manner to disseminate information, build customer relationships, and drive sales performance. Among the dominant forms is social media marketing, which leverages platforms such as Facebook, Instagram, YouTube, and TikTok for brand development and two-way interaction with consumers (Lohchab et al., 2024; Lakshmi & Manasa, 2025; Cen et al., 2025). In addition, website and e-commerce-based marketing, content marketing, search engine marketing such as SEO and SEM, email marketing, and mobile marketing applications such as WhatsApp Business play significant roles in enhancing digital visibility, facilitating transactions, and delivering promotional messages in a more targeted manner (Loku & Havolli, 2024; Addlin Pooviga et al., 2024; Sousa, 2024). Approaches such as influencer marketing and display advertising further leverage third-party credibility and consumer behavioural data to enhance engagement levels and promotional effectiveness (Rajathi & Dass, 2024; Rosário & Dias, 2024). These forms of digital marketing differ substantively in their contractual structure and in their implications for Shari'ah evaluation.

Social-media-based marketing on personal accounts typically involves direct contracting between an unverified seller and a buyer, with the seller bearing full responsibility for product representation, pricing, delivery, and dispute resolution; in this setting, the dominant risks of *gharar* arise from identity opacity and unverified product specifications.

Marketing through registered e-commerce platforms such as Shopee and Lazada, by contrast, embeds the contract within a platform-mediated structure resembling *wakālah*-based intermediation, that is, an agency-like arrangement in which the platform facilitates the transaction between seller and buyer. This structure involves verified seller identities, escrow mechanisms, and platform-administered dispute resolution. In this context, the main risks shift towards algorithm-based price displays, fake reviews, and dark-pattern interface design.

Influencer and affiliate marketing introduce a third party whose endorsement may influence consumers' perceptions of product attributes, thereby raising concerns about *tadlīs*, namely concealment, misrepresentation, or misleading presentation of product qualities. Live-selling formats introduce time pressure into the contractual environment and raise concerns about *gharar yasīr*, or minor uncertainty, particularly in relation to stock-availability claims. Search-engine and display advertising, meanwhile, shape buyers' expectations through algorithmically targeted messages before they even reach the transaction interface.

For the purposes of this study, the scope of analysis covers the first three forms (social-media-based selling, registered e-commerce platforms, and influencer/affiliate marketing), since these are the most prevalent among Malaysian small and medium-sized digital sellers and most directly raise the contractual concerns examined in this research. Live-selling and pure-advertising forms are noted but not analysed in depth and are flagged as priorities for further study. Nevertheless, the high reliance on technology, data, and information management also raises normative challenges related to transparency, fairness, and user consent. Therefore, digital-based marketing is not merely an issue of business effectiveness but also represents an important domain for evaluation from the perspective of *mu'āmalāt*, particularly regarding information clarity and the validity of contractual consent.

### 2.3 Research Gap and Position of the Current Study

A systematic review of recent scholarship clarifies the specific niche of the present study. Mohd Noh et al. (2025) provide a doctrinal review of *gharar* in modern Islamic finance contracts, but their analysis is confined to financial instruments and does not address pre-contractual marketing practices. Zulkepli et al. (2025) examine *gharar* on the TikTok platform but focus primarily on transaction-stage ambiguity rather than the broader marketing ecosystem. Mus et al. (2025) and Marotina and Haq (2025) address online buying and selling in general, but neither distinguishes between e-commerce transactions and the pre-contractual marketing structures that shape contractual consent. Hafid et al. (2024) and Fikra (2025) explore *khiyār* and *bay' al-ghā'ib* in e-commerce but treat marketing-induced ambiguity only tangentially.

Across this body of literature, three gaps are visible. First, the operationalisation of *gharar* within the structures of digital marketing (rather than within transaction execution) remains underdeveloped. Second, the distinction between *gharar fāhish* and its proximate but distinct categories (*tadlīs*, *ghishsh*, and breaches of *akhlāq al-tijārah*) has not been applied to specific digital marketing practices. Third,

empirical findings situated within Malaysia's e-commerce ecosystem, drawing on the perspectives of entrepreneurs, *mu'āmalāt* scholars, and digital marketing academics simultaneously, remain limited.

### 3. METHODOLOGY

#### 3.1 *Research Design*

This study adopts a qualitative approach with an exploratory research design to analyse the principle of the prohibition of *gharar* as well as its manifestations and potential occurrence in digital-based marketing practices in Malaysia from the perspective of *mu'āmalāt*. The qualitative approach is selected as *gharar* involves normative analysis, meaning-making, and interpretation of experiences and actual practices of market actors, which cannot be adequately explained through quantitative methods alone (Creswell & Poth, 2018).

This study integrates conceptual analysis of *mu'āmalāt* literature with empirical field findings to examine *gharar* not only as a legal principle, but also as a practical phenomenon shaped by information structures, promotional strategies, and contemporary digital marketing practices. This approach enables a more holistic assessment of the degree of alignment and gaps between *mu'āmalāt* principles and the realities of current digital marketing practices (Mason et al., 2010; Busetto et al., 2020).

#### 3.2 *Research Approach and Data Sources*

The study was conducted in two main stages. The first stage involved a conceptual literature analysis of classical and contemporary *mu'āmalāt* sources, including references from various schools of fiqh as well as the primary sources of Islamic law, namely the Qur'an, Sunnah, and *ijmā'*, to understand the definitions, classifications, and rationales underlying the prohibition of *gharar* as the normative framework of the study. In addition, academic literature related to digital-based marketing and e-commerce was analysed to identify forms of contractual ambiguity within digital environments.

The second stage involved the collection of empirical data through semi-structured interviews with selected informants. This approach allowed the study to explore the manifestation of *gharar* in digital-based marketing practices based on the actual experiences of market actors and expert perspectives, as well as to evaluate its application within the context of *mu'āmalāt*.

### 3.3 Selection of Informants

A total of eight (8) informants were selected using purposive sampling based on their expertise and direct involvement in fields related to digital marketing and *mu'āmalāt* (Patton, 2015; Campbell et al., 2020). The informants comprised:

- i. Entrepreneurs involved in digital-based marketing, to understand operational realities and digital marketing strategies;
- ii. Academics specialising in *mu'āmalāt*, to obtain normative and analytical perspectives on the prohibition of *gharar* in digital-based marketing from a Sharī'ah viewpoint;
- iii. Academics specialising in digital marketing, to explain market logic, platform pressures, and contemporary digital marketing practices.

This diversity of informant categories enabled the study to obtain a balanced perspective between the normative Sharī'ah dimension and the practical realities of digital marketing practices (Memon et al., 2024; Ames et al., 2019). The sample size was considered sufficient as the study emphasised data depth and conceptual understanding, and the findings had reached the level of data saturation (Guest et al., 2006; Crouch & McKenzie, 2006; Boddy, 2016).

The interviews were conducted using a semi-structured protocol with a shared core set of guiding themes (the existence of products, pricing structures, product specifications, delivery, return policies, promotional practices, and seller identity), while specific sub-questions were adapted to the expertise of each informant category. Entrepreneurs (UA1–UA3) were asked operational questions concerning their actual marketing and transaction practices, including how they handle stock confirmation, pricing display, postage and additional charges, return decisions, and the framing of promotions.

Academics in *mu'āmalāt* (MI1–MI3) were asked normative-jurisprudential questions concerning the classification of *gharar fāhish* and *gharar yasīr*, the conditions of contractual validity, the legal effects of contractual defects (*bāṭil* and *fāsid*), and the operation of *khiyār* mechanisms in digital settings. Academics in digital marketing (PD1–PD2) were asked questions concerning platform mechanics, algorithmic pricing, dark patterns, the prevalence of fake reviews, and the regulatory environment governing consumer protection. The analysis stage proceeded across categories: for each emergent sub-theme, the operational accounts of entrepreneurs were placed in dialogue with the jurisprudential assessments of *mu'āmalāt* scholars and contextualised by reference to platform-level explanations from the digital marketing academics. The full interview protocol, including the core themes and the category-specific questions, is provided in Appendix A.

**Table 1.** Categories of informants, codes, and number

Category of Informants	Code	Number
Entrepreneurs	UA1, UA2, UA3	3
Academics in Islamic Mu‘āmalāt	MI1, MI2, MI3	3
Academics in Digital Marketing	PD1, PD2	2

### 3.4 Data Analysis Method

The interview data were analysed using a thematic analysis approach. The analysis process involved repeated reading of interview transcripts, initial coding, grouping of codes into themes and sub-themes, and interpretation of themes guided by the framework of *mu‘āmalāt* (Braun & Clarke, 2019). The identified themes were subsequently analysed interpretatively with reference to the concepts of *gharar fāḥish* and *gharar yasīr*, the ability to deliver (*qudrah ‘alā al-taslīm*), clarity of contractual information, and the principle of mutual consent (*tarāḍin*). This approach enabled the study to critically assess the extent to which digital-based marketing practices align with or contradict the requirements of *mu‘āmalāt*, particularly in terms of information clarity and contractual justice.

It should be acknowledged that the analysis followed a hybrid reflexive thematic approach in which inductive and deductive moves were combined iteratively rather than sequentially. Initial codes were generated inductively from informant transcripts, focusing on the specific marketing practices and contractual ambiguities that informants themselves emphasised. As coding proceeded, the emergent codes were then placed in dialogue with the *fiqh mu‘āmalāt* framework, particularly the established jurisprudential distinction between *gharar fāḥish* and *gharar yasīr*.

This dialogue informed the organisation of codes into the two overarching themes that structure the findings: Theme 1, grouping practices whose ambiguity, on the informants’ own accounts, falls within the classical scope of *gharar fāḥish*; and Theme 2, grouping practices whose status depends materially on context, disclosure, and locus of control. Within these two analytic categories, however, the seven sub-themes themselves emerged inductively from the data: the salience of price disclosure, courier-related delivery ambiguity, return-policy opacity, false-scarcity promotion, AI-generated visuals, and informal-seller identity reflects what informants actually raised in interviews rather than a priori categories imposed by the researchers.

The role of the *fiqh* framework was therefore interpretive and organisational rather than constitutive of the themes; this is consistent with reflexive thematic analysis as developed by Braun and Clarke (2019, 2022), which explicitly allows for theory-informed coding provided the analytic stance is reflexively disclosed.

### 3.5. *Validity and Reliability of the Study*

To enhance the interpretive credibility of the study, theoretical and source triangulation was employed by comparing the interview findings with conceptual analyses of classical and contemporary *mu'āmalāt* literature, as well as previous studies on digital marketing and e-commerce. In this study, triangulation is understood as a process of cross-validation between empirical data, theoretical frameworks, and the existing literature to assess the convergence between informants' views, scholarly fiqh positions, and the realities of digital marketing. This process also helps to reduce researcher bias and strengthen the credibility of the findings (Carter et al., 2014; Santos et al., 2020).

The reliability of the study was further strengthened through the diversity of informants' backgrounds, comprising market practitioners and academics from different disciplines, in line with the principle of trustworthiness in qualitative research (Lincoln & Guba, 1985). From an ethical perspective, all informants were informed of the purpose of the study, informed consent was obtained prior to the interviews, their identities were anonymised, and the research data were used responsibly solely for academic purposes.

## 4. RESULTS & DISCUSSION

### 4.1 *Interview Findings*

This section presents the empirical findings derived from semi-structured interviews with eight informants across three categories (entrepreneurs, academics in *mu'āmalāt*, and academics in digital marketing). The findings are organised into two main themes that emerged from thematic analysis. The first theme captures forms of ambiguity clearly classified as *gharar fāḥish*, while the second theme explores ambiguity that may or may not constitute prohibited *gharar* depending on context, timing of disclosure, and the locus of control.

#### 4.1.1 *Theme 1: Prohibited Gharar Fāḥish in Digital-Based Marketing*

Theme 1 captures forms of ambiguity in digital marketing that align with the technical concept of *gharar fāḥish* as articulated in classical and contemporary *mu'āmalāt* literature. Three sub-themes emerged from the interview data: (i) *gharar* in the existence of products, (ii) *gharar* in price determination and additional costs, and (iii) *gharar* in product specifications. Each sub-theme was assessed across the three informant categories—entrepreneurs (UA1–UA3), academics in *mu'āmalāt* (MI1–MI3), and academics in digital marketing (PD1–PD2)—to triangulate operational, normative, and platform-level perspectives. Representative excerpts are presented in Table 2 below, followed by a sub-theme-level jurisprudential

discussion in Section 4.2.1.

**Table 2.** Informant Excerpts for Theme 1

Sub-theme	Informant Category	Informant Code	Informant Excerpts
<b>Gharar in the Existence of Products</b>	Entrepreneur	UA1	“Sometimes I advertise even though the stock is not available yet. I wait for the supplier’s confirmation after someone places an order. If the stock is unavailable, only then do I inform the customer. From the beginning, I did not inform them that the product might not exist.”
	Entrepreneur	UA2	“I do not keep stock because of limited capital. When there is an order, I contact the supplier. There were cases where the supplier said the stock was finished, and the customer had to wait or change the product.”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI1	“In digital business, sellers should not engage in <i>mu‘āmalāt</i> involving goods that do not exist or are not yet owned. Uncertainty regarding the existence of the product at the time of the contract itself constitutes excessive <i>gharar</i> .”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI2	“In Islamic <i>mu‘āmalāt</i> , goods must exist and be deliverable at the time of the contract. If their existence is uncertain, it is similar to buying fish still in the sea, which clearly involves <i>gharar</i> .”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI3	“Digital businesses should not conduct transactions involving goods that are not yet owned or whose delivery is uncertain.”
<b>Gharar in Price Determination and Additional Costs</b>	Entrepreneur	UA1	“In my advertisements, I only display the base price. Other costs like postage or additional charges are explained later when customers message me. Some are surprised when the final amount becomes higher.”
	Entrepreneur	UA3	“Customers see a cheap price on

<b>Gharar in Product Specifications</b>	Academic (Islamic <i>Mu'āmalāt</i> )	MI3	the poster, but when all costs are added, it turns out to be different from what they initially understood.”
	Academic (Islamic <i>Mu'āmalāt</i> )	MI2	“Prices must be clearly stated from the outset of the contract. Hidden costs are not allowed as they affect the buyer’s consent and open the door to <i>ghabn</i> and <i>gharar</i> .”
	Academic (Digital Marketing)	PD1	“Price information, including additional charges, must be disclosed completely. If buyers only know the actual cost at the end of the transaction, consent is no longer valid.”
	Entrepreneur	UA2	“On digital platforms, the price users see is not necessarily the final price. There are additional charges, different vouchers, and algorithm-based discounts that only appear during checkout.”
	Entrepreneur	UA3	“I focus only on images and main functions. I do not fully state specifications like materials or exact measurements.”
	Academic (Islamic <i>Mu'āmalāt</i> )	MI1	“When the product arrives, some customers say the size is smaller than expected because it looks bigger in the pictures.”
	Academic (Islamic <i>Mu'āmalāt</i> )	MI3	“The use of edited images and minimal descriptions causes buyers to make decisions based on inaccurate perceptions. This constitutes <i>tadlīs</i> and also <i>gharar</i> .”
	Academic (Digital Marketing)	PD2	“If essential attributes such as material and size are not clarified, this creates <i>jahālah al-ṣifāh</i> and falls under excessive <i>gharar</i> .”
			“When sellers use AI-generated videos to sell clothing, it looks highly inauthentic. As a user, I become doubtful because I cannot assess the actual material quality.”

#### 4.1.2 Theme 2: Potential Occurrence of Gharar in Digital-Based Marketing

Theme 2 captures forms of ambiguity that may not, in themselves, rise to the level of *gharar fāḥish*, but which carry significant potential to do so depending on context, intent, and the timing of disclosure. Four sub-themes emerged: (i) ambiguity in product delivery time, (ii) ambiguity in return policies, (iii) ambiguity in promotional strategies, and (iv) ambiguity arising from non-disclosure of seller identity. The discussion that follows in Section 4.2.2 differentiates, for each sub-theme, the conditions under which such ambiguity remains within the scope of *gharar yasīr* tolerated as *‘urf*, and the conditions under which it crosses into prohibited *gharar fāḥish* with corresponding effects on contractual validity (*bāṭil* or *fāsīd*).

**Table 3.** Informant Excerpts for Theme 2

Sub-theme	Informant Category	Informant Code	Informant Excerpts
<b>Gharar in Product Delivery Time</b>	Entrepreneur	UA1	“I only give an estimate, usually three to seven days. But if the courier is slow, it can take longer, and I cannot guarantee an exact date.”
	Entrepreneur	UA2	“Most customers understand delays because it is online sales, but if it becomes too long, they start to complain.”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI2	“Uncertainty in delivery time caused by external factors and disclosed honestly can be accepted as <i>‘urf</i> and categorised as minor <i>gharar</i> .”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI3	“If delays are intentional or not disclosed, they may become excessive <i>gharar</i> as they affect the ability to deliver the goods.”
<b>Gharar in Return Policies</b>	Entrepreneur	UA1	“I do not have a written policy. Usually, I look at each case. If the item is damaged, I replace it, but if it is just dissatisfaction, I rarely give refunds.”
	Entrepreneur	UA3	“Some customers think all items can be returned, but when I say they cannot, they say they did not know because it was not stated earlier.”
	Academic (Islamic <i>Mu‘āmalāt</i> )	MI1	“The concept of <i>khiyār</i> is very important in digital sales because buyers do not physically inspect the goods. If the product is defective or not as promised, the seller must be responsible.”
	Academic (Islamic)	MI2	“The concept of <i>khiyār</i> is crucial in digital transactions because buyers do

	Mu <i>‘āmalāt</i> )		not see the product physically. Without a return policy, contractual justice is not achieved.”
<b>Gharar in Promotional Strategies</b>	Academic (Islamic Mu <i>‘āmalāt</i> )	MI3	“The absence of clear information regarding <i>khiyār al-‘ayb</i> and <i>khiyār al-ru‘yah</i> creates information imbalance and potentially involves <i>gharar</i> .”
	Academic (Digital Marketing)	PD2	“Many small traders do not clearly state return policies in their businesses.”
	Entrepreneur	UA2	“I have used phrases like ‘limited stock’ or ‘last day offer’ even though stock was still available. The goal was to push customers to decide quickly.”
	Entrepreneur	UA3	“Some customers feel pressured or deceived by such promotional methods.”
	Academic (Islamic Mu <i>‘āmalāt</i> )	MI1	“Promotions involving emotional manipulation, fake images, or fake reviews constitute deception and contradict <i>mu ‘āmalāt</i> principles.”
	Academic (Islamic Mu <i>‘āmalāt</i> )	MI2	“Selling through pressure, religious phrases, or creating artificial demand is not permissible in <i>mu ‘āmalāt</i> .”
<b>Gharar Due to Sellers’ Failure to Disclose Identity Information</b>	Academic (Islamic Mu <i>‘āmalāt</i> )	MI3	“Promotional strategies that pressure emotions without transparent information undermine the principle of <i>tarāḍīn</i> and may involve <i>gharar</i> .”
	Academic (Digital Marketing)	PD1	“The use of fake reviews and manipulative content is common in digital marketing to increase conversion rates.”
	Entrepreneur	UA1	“I do not display my full address or registration number due to safety concerns, and I feel customers do not usually ask about it.”
	Entrepreneur	UA2	“I only use social media accounts. There is no other business information.”
	Academic (Islamic Mu <i>‘āmalāt</i> )	MI1	“In digital sales, regulation is critical. If fraud or dissatisfaction occurs, whom can consumers refer to? That is why identity and governance structures are important.”
	Academic (Islamic Mu <i>‘āmalāt</i> )	MI2	“Clarity of the contracting party’s identity is essential. If buyers do not know who the actual seller is, post-contractual rights become difficult to enforce.”
	Academic (Islamic	MI3	“The absence of identity information undermines consumer rights

Mu'āmalāt)

protection and may involve *gharar* from the perspective of contractual responsibility.”

## 4.2 Discussion

### 4.2.1 Theme 1: Prohibited *Gharar Fāḥish* in Digital-Based Marketing

#### Sub-theme 1.1: *Gharar in the Existence of Products*

The findings of this study indicate that the practice of selling products that do not exist or whose existence is uncertain at the time the contract is concluded occurs among some entrepreneurs engaged in digital-based marketing. Entrepreneur UA1 acknowledged that advertisements were placed even when product stock had not yet been confirmed, and customers were only informed if the supplier later confirmed the unavailability of stock after an order had been made. This practice is corroborated by UA2, who explained that the absence of physical stock compelled reliance entirely on supplier confirmation after receiving orders, with situations arising where customers were required to wait or switch to alternative products when the desired items were out of stock. These findings demonstrate that purchasing decisions are often made by customers under conditions of uncertainty regarding the actual existence of the product, thereby exposing them to the risk of non-fulfilment of the contract.

From the perspective of *mu'āmalāt*, these findings are reinforced by the views of academics specialising in *mu'āmalāt*, who emphasise that the sale of products that do not exist or whose existence is uncertain at the time of contract formation constitutes excessive *gharar* (*gharar fāḥish*). Academic MI1 asserted that sale transactions involving goods that do not yet exist or are not yet in the seller's possession fall under excessive *gharar*, as the subject matter of the contract cannot be ascertained at the time the contract is concluded. This view is further strengthened by MI2, who analogised the situation to the classical fiqh example of the prohibition of selling fish still in the sea, a transaction characterised by significant uncertainty in terms of existence and deliverability. In line with this, MI3 emphasised that digital businesses should refrain from engaging in sale transactions involving goods whose delivery is uncertain, as such practices contravene the principle of *qudrah 'alā al-taslīm*, namely the seller's ability to deliver the sold item to the buyer, which constitutes a fundamental condition for the validity of a sale contract (Al-Ramli, 2005).

In synthesis, the findings indicate that the sale of products that do not exist or whose existence is uncertain in digital marketing constitutes a form of *gharar* that is clearly prohibited under Sharī'ah law. This prohibition stems from uncertainty

occurring at the stage of contract formation, which has the potential to cause loss to buyers and generate disputes that are explicitly discouraged by Shari'ah law. Although digital business models such as dropshipping are often driven by capital constraints and operational efficiency, their implementation must not disregard the fundamental principles of contractual clarity and the protection of buyers' rights. Accordingly, entrepreneurs are required to ensure the actual existence and availability of products prior to the conclusion of a contract, in addition to transparently disclosing information regarding stock status and quantity to customers. Failure to do so not only undermine the validity of the contract from a Shari'ah perspective but also risks eroding consumer trust and integrity in digital marketing practices (Mus et al., 2025; Laseinde & Aigbavboa, 2023; Abdullah et al., 2022).

### Sub-theme 1.2: *Gharar* in Price Determination and Additional Costs

The findings of this study indicate that ambiguity in price determination within digital-based marketing occurs when the price displayed to consumers does not reflect the actual cost of the transaction. Entrepreneur UA1 explained that only the base price is displayed in advertisements, while additional costs such as delivery charges or other fees are disclosed later when customers make personal inquiries. This situation causes some customers to be surprised when the final amount becomes higher than initially expected. These findings are reinforced by UA3, who stated that customers often interpret the price displayed in promotional materials as the final price, whereas the inclusion of additional costs results in an actual amount that differs from the buyer's initial understanding. This situation demonstrates that initial purchasing decisions are made based on incomplete price information, thereby creating an information gap between sellers and buyers. This reality is consistent with observations by an academic in digital marketing (PD1), who emphasised that within digital platform environments, the price initially seen by users is not the final price due to the presence of additional charges, discount mechanisms, and platform algorithms that are only revealed at the payment stage. Such practices align with studies indicating that additional costs are frequently disclosed at the final stage of the checkout process and have the potential to mislead consumers (Melmies, 2024; Wang et al., 2024).

From the perspective of *mu'āmalāt*, these findings demonstrate that ambiguity in pricing and additional costs undermines a fundamental pillar of the sale contract, namely the price (*thaman*), as well as the completeness of the buyer's consent (*tarāḍin*). Academic MI3 emphasised that the price must be clearly stated from the outset of the contract and must not contain hidden costs, as such conditions open the door to elements of *gharar*. This view is supported by MI2, who stated that a buyer's consent is no longer complete if the actual price information is only known at the end of the transaction. In this context, although cost variations are a practical

reality in digital marketing, failure to clearly communicate the pricing structure before the buyer gives consent results in consent being formed on incomplete information.

From the perspective of *mu'āmalāt*, the assessment of price ambiguity requires careful distinction between two situations that produce different legal consequences. The first situation involves transparent optional charges, where additional costs (such as delivery options, packaging upgrades, or selectable add-ons) are fully disclosed before the conclusion of the contract and the buyer retains genuine choice in selecting them. A common example is the purchase of flight tickets, where the displayed base fare reflects only the minimum service, while optional charges for meals, seat selection, or extra baggage are presented transparently at the booking interface. Such practice has become accepted as *'urf* within digital commerce and does not constitute prohibited *gharar*, as the buyer retains full awareness and choice prior to *'aqd tāmm* (the complete formation of the contract).

The second situation involves genuinely concealed costs, where additional charges are deliberately withheld, embedded within dark patterns, or disclosed only after the buyer has psychologically or contractually committed. It is this second situation that potentially undermines the validity of the contract from a Sharī'ah perspective. Academic MI3 emphasised that the price must be clearly stated from the outset of the contract and must not contain concealed costs, as such conditions open the door to elements of *gharar* and *ghabn* (price-related injustice). This view is supported by MI2, who stated that a buyer's consent is no longer complete if the actual price is only known at the end of the transaction. Accordingly, whether such ambiguity amounts to *gharar fāhish* depends on the timing of disclosure relative to the moment of *'aqd tāmm*, in accordance with the principles of *mu'āmalāt* that require clarity of *thaman* (price) and *tarāḍin tāmm* (complete mutual consent) prior to contract formation (Al-Khin & Al-Bugha, 2019).

In synthesis, the findings indicate that the gravity of price ambiguity in digital marketing must be assessed by reference to the precise point at which the contract is concluded (*'aqd tāmm*). In digital commerce, *'aqd tāmm* is generally understood to occur at the moment of payment confirmation, when *ījāb* and *qabūl* are perfected through the completed transaction; this should be distinguished from the buyer's earlier intention to contract (*niyyat al-ta'āqud*) when items are added to the cart, which does not yet constitute binding consent. From this jurisprudential framework, three distinct scenarios emerge, each producing different legal outcomes.

In the first scenario, where all additional costs are fully disclosed before payment is confirmed and the buyer proceeds with the transaction in full awareness of the

total cost, *tarāḍin tāmm* is established at *‘aqd tāmm* and the contract is *ṣaḥīḥ* (valid). Although such marketing practice may be ethically questionable, it does not in itself constitute *gharar fāḥish*, as consent is ultimately formed on complete information. In the second scenario, where costs are disclosed progressively through dark-pattern interfaces (such as multi-step checkout flows that introduce new charges at each stage to exploit sunk-cost bias), the transaction may involve *tadlīs* in the form of price representation and *gharar yasīr* in the pricing structure. While *tarāḍin tāmm* may still technically be present at the final payment stage, the contract is rendered *fāsid* (defective) due to the manipulation of consent formation, and the buyer retains *khiyār al-tadlīs* and *khiyār al-ghabn* as Sharī‘ah remedies.

In the third scenario, where additional charges are imposed after *‘aqd tāmm* without prior disclosure (such as post-payment surcharges or hidden fees activated after order confirmation), the contract suffers from *gharar fāḥish* in the *thaman* itself, as the actual contractual price was unknown at the moment of contract formation. Such transactions are *bāṭil* from the outset, since clarity of price is a fundamental *rukḥ* of the sale contract. Accordingly, while cost variations may be tolerated as *‘urf* when disclosed in advance, delaying or concealing costs until after *‘aqd tāmm* constitutes information manipulation aligned with dark patterns practices (Jain et al., 2025; Totzek & Jurgensen, 2020). Entrepreneurs must therefore ensure that complete pricing structures are communicated transparently prior to *‘aqd tāmm*, both to protect buyers’ rights and to safeguard the validity of the contract within the digital environment (Abdullah et al., 2022).

### Sub-theme 1.3: *Gharar in Product Specifications*

The findings of this study indicate that ambiguity in product specifications is a practice occurring among some entrepreneurs engaged in digital-based marketing. Entrepreneur UA2 explained that greater emphasis is placed on visual presentation and the main functions of the product, while detailed information such as material composition and precise measurements is not fully disclosed in the product description. This situation leads to outcomes described by UA3, where customers expressed dissatisfaction upon receiving products that were smaller than expected due to size perceptions shaped by marketing visuals. These findings demonstrate that buyers often make purchasing decisions based on visual perception and minimal information, without a comprehensive understanding of the actual characteristics of the product. This phenomenon is consistent with previous studies showing that some digital sellers fail to provide basic information such as size, material, and product quality, thereby increasing the risk of confusion and consumer dissatisfaction (Mollenkopf et al., 2022; Febrianti, 2025).

From the perspective of *mu‘āmalāt*, these findings indicate that ambiguity in essential product specifications undermines the clarity of the subject matter of the

contract and introduces elements of *gharar* prohibited under Shari'ah law. Academic MI1 asserted that the use of excessively edited images and minimal descriptions leads buyers to make purchasing decisions based on inaccurate perceptions, which constitutes a form of *tadlis* due to the failure to honestly convey the actual attributes of the product. In line with this, MI3 explained that the failure to clarify essential product attributes such as material and size gives rise to *jahalah al-ṣifah*, namely uncertainty regarding product characteristics, which may compromise the validity of the contract and is classified as excessive *gharar*. This assessment is consistent with *fiqh* requirements that mandate clear disclosure of product attributes and characteristics that influence value and functionality, to prevent uncertainty that may result in disputes and injustice in sale transactions (Al-Ramli, 2005).

In synthesis, the findings demonstrate that excessive emphasis on visual elements without sufficient disclosure of product specifications creates room for *gharar* prohibited under Shari'ah law. Observations by a digital marketing academic (PD2), who noted that the use of inauthentic visuals and artificial intelligence-based videos make it difficult for consumers to assess the actual quality of products, further reinforce the conclusion that modern marketing technologies have the potential to widen information asymmetry between sellers and buyers. From a Shari'ah perspective, such conditions not only undermine consumer trust but also contravene the principles of honesty (*ṣidq*), trustworthiness (*amānah*), clarity of the subject matter of the contract, and mutual consent (*tarāḍī*), while reinforcing elements of *tadlis* and *jahalah al-ṣifah* that fall under excessive *gharar* and may give rise to disputes. Therefore, entrepreneurs must ensure that essential product specifications such as material, size, quantity, and quality are clearly, accurately, and transparently disclosed to protect buyers' rights and uphold the integrity of digital marketing practices increasingly driven by visual technologies and artificial intelligence (Abdullah et al., 2022; Zulkepli et al., 2025).

#### 4.2.2 Theme 2: Potential Occurrence of Gharar in Digital-Based Marketing

##### Sub-theme 2.1: Gharar in Product Delivery Time

The findings of this study indicate that ambiguity regarding product delivery time is a common reality in digital-based marketing, particularly when entrepreneurs rely on third parties such as courier services. Entrepreneur UA1 explained that only estimated delivery times can be provided, typically ranging from three to seven days, without guaranteeing an exact date, as delays often result from logistical factors beyond the seller's control. This view is supported by UA2, who stated that most customers are generally able to accept delivery delays as part of the normal practice of online sales; however, dissatisfaction begins to arise when the delivery period exceeds reasonable expectations. These findings

suggest that purchasing decisions are made with an awareness of a certain level of uncertainty in delivery, consistent with the complexity of digital supply chains. This phenomenon aligns with previous studies indicating that uncertainty in delivery time often stems from factors beyond the seller's control and is generally tolerated by consumers if it remains within reasonable limits (Harter et al., 2025; Tian et al., 2025).

From the perspective of *mu'āmalāt*, the findings demonstrate that ambiguity in delivery time does not necessarily constitute *gharar* that is prohibited under Sharī'ah law. Academic MI2 emphasised that uncertainty in delivery time arising from factors beyond the seller's control and honestly disclosed to the buyer may be accepted as customary practice (*'urf*) and categorised as minor *gharar*. In such circumstances, the principles of honesty and trustworthiness remain preserved, and the seller's ability to deliver the goods (*qudrah 'alā al-taslīm*) is not categorically negated. However, MI3 stressed that such ambiguity may transform into excessive *gharar* if delays are intentional, prolonged without reasonable justification, or not communicated to the buyer, thereby undermining the buyer's rights and consent (*tarāḍī*) in the transaction. This assessment is consistent with fiqh perspectives that emphasise clarity in the delivery of goods, particularly in contracts that require the delivery period to be determined from the outset to prevent disputes and injustice (Al-Ramli, 2005; Abdullah et al., 2022).

The *'urf*-based reasoning invoked here requires careful qualification, as classical *uṣūl al-fiqh* sets specific conditions before a customary practice may carry juristic weight. Following the conditions articulated by Al-Zarqa' (2004) and refined in contemporary scholarship (Hashim Kamali, 2008), a practice qualifies as established *'urf* capable of mitigating *gharar* only where it is (i) *maḍabīṭah* (consistently observed across the relevant commercial community), (ii) *ghālibah* (dominant rather than exceptional in the trade in question), (iii) contemporaneous with the contract rather than retroactively invoked, and (iv) not in conflict with an established Sharī'ah text. Applied to delivery-time ambiguity in Malaysian digital commerce, the *'urf* argument satisfies conditions (i) and (ii): the practice of indicating a three-to-seven day window rather than a fixed date is consistently observed and dominant across both major platforms (Shopee, Lazada) and informal social-media trade, and is acknowledged by consumers as the operative norm.

However, conditions (iii) and (iv) need clearer institutional grounding. To date, no fatwa specifically addressing courier-window *'urf* in Malaysian e-commerce has been identified in the published deliberations of the Muzakarah Jawatankuasa Fatwa Majlis Kebangsaan or the state mufti departments; nor does Bank Negara Malaysia's Shariah Advisory Council resolutions on Islamic financial contracts directly engage with retail-delivery ambiguity. The *'urf*-based mitigation invoked

in this study therefore rests on the analytic judgement that the practice is jurisprudentially defensible rather than on formal institutional recognition, and the present analysis should be read with this caveat in view. This is a normatively significant gap: the routine character of courier-window delivery has outpaced the institutional jurisprudence that would settle its *'urf* status authoritatively, and a positioned fatwa from a recognised body would substantially strengthen the doctrinal footing on which sellers, platforms, and consumers presently rely. Pending such recognition, the operative rule defended here — that genuine third party-induced delay, transparently communicated, remains within *gharar yasir* — is best understood as a reasoned analytic position rather than a settled juristic conclusion.

In synthesis, the findings indicate that ambiguity in delivery time within digital marketing must be assessed contextually and progressively. Limited uncertainty accompanied by reasonable delivery estimates and transparent communication, as practised by UA1 and understood by UA2's customers, remains within the scope of minor *gharar* tolerated under Sharī'ah law. Importantly, however, the seller's responsibility under *mu'āmalāt* is bounded by the principle of *taqsim al-mas'ūliyyah* (the allocation of liability according to the locus of control). Where a delivery delay is genuinely caused by third-party logistics beyond the seller's control, and the seller has fulfilled his obligation by transferring the goods to the courier in proper condition and within a reasonable timeframe, such delay constitutes *'udhr al-musallim* (a legitimate excuse on the part of the deliverer) and remains within the scope of *gharar yasir* that does not invalidate the contract.

The seller's responsibility is therefore limited to (i) selecting a reliable courier service, (ii) timely handover of goods, and (iii) transparent communication with the buyer in the event of delay. As MI3 emphasised, the situation transforms into prohibited *gharar* only where the seller intentionally misrepresents delivery timelines, allows delay periods to extend unreasonably without justification or communication, or fails to discharge these three core duties.

In such cases the contract becomes *fāsīd* rather than *bāṭil*, since the defect arises from breach of disclosure obligations rather than from invalidity of the subject matter at *'aqd tāmm*; the buyer retains *khiyār* remedies and the right to claim compensation where seller negligence is established. This jurisprudential nuance avoids attributing to the seller forms of uncertainty that originate in third-party conduct, while preserving accountability for breaches that lie within the seller's sphere of control. Accordingly, entrepreneurs should provide reasonable delivery time estimates and maintain consistent, responsible communication throughout the delivery process in order to protect buyers' rights and prevent disputes within digital environments that depend heavily on third-party supply chains (Rifai, 2024; Abdullah et al., 2022).

### Sub-theme 2.2: *Gharar in Product Return Policies*

The findings of this study indicate that ambiguity in product return policies is a common practice in digital marketing, particularly among small-scale entrepreneurs operating in an informal manner. Entrepreneur UA1 explained that no written return policy is provided; instead, decisions are made on a case-by-case basis, with a tendency to replace defective products while rarely offering refunds based solely on customer dissatisfaction. This situation is reinforced by UA3, who stated that customers often assume that all products are returnable, but subsequently feel dissatisfied when such requests are rejected because the policy was not stated at the outset of the transaction. These findings demonstrate that purchasing decisions are frequently made based on personal assumptions rather than clear contractual information, thereby creating perceptual misalignment between sellers and buyers. This phenomenon is consistent with observations by a digital marketing academic (PD2), who noted that many small traders fail to clearly state return policies in their digital businesses, resulting in ambiguity regarding the rights and obligations of both parties.

From the perspective of *mu'āmalāt*, these findings indicate that ambiguity in product return policies has the potential to introduce elements of *gharar*, as it undermines information balance and contractual justice. Academics specialising in *mu'āmalāt* (MI1 and MI2) emphasised that the concept of *khiyār* serves as an essential protective mechanism in digital sales, as buyers do not have the opportunity to physically inspect or evaluate products prior to the conclusion of the contract. In the absence of prior clarification regarding *khiyār* rights particularly *khiyār al-'ayb* and *khiyār al-ru'yah* buyers remain unaware of the scope of protection available in cases where products are defective or do not conform to the promised specifications. In line with this, MI3 asserted that the lack of clear information regarding product return policies creates information asymmetry between contracting parties and may involve elements of *gharar*, as buyers' rights are not transparently determined at the outset of the contract (Abdullah et al., 2022). This view is consistent with *fiqh* principles that require clarity of contractual terms to ensure mutual consent (*tarāḍin*) and to prevent disputes following contract formation (Al-Khin & Al-Bugha, 2019).

In synthesis, the findings indicate that the absence of clear product return policies in digital marketing gives rise to a particular form of ambiguity that may be classified as *gharar fī al-ḥuqūq* (ambiguity in contractual rights), as distinct from *gharar fī al-maḥall* (ambiguity in the subject matter itself). This classification is significant because the legal effect varies according to context. Where return policies are altogether absent and the buyer is materially misled into assuming the

existence of return rights that the seller refuses to honour, the contract may be rendered *fāsid* on grounds of misrepresentation of *khiyār* rights, with the buyer retaining *khiyār al-‘ayb* and, in cases of substantial discrepancy between expected and actual goods, *khiyār al-ru‘yah*. Where return policies are simply unstated but the seller in practice accommodates legitimate complaints, the contract remains *ṣahīh* though procedurally deficient and exposed to *nizā‘* (disputes).

From a Sharī‘ah perspective, the minimum disclosure standard required to preserve *ḥifẓ al-ḥuqūq* (protection of rights) and *tarāḍin tāmm* comprises three elements: (i) the period within which returns are accepted; (ii) the conditions under which returns are valid; and (iii) the procedure for invoking those rights. Accordingly, entrepreneurs are required to ensure that product return policies are clearly stated, easily understood, and accessible prior to the conclusion of the contract, in order to protect buyers’ rights, uphold contractual justice, and mitigate the risk of *gharar fī al-ḥuqūq* in digital sale transactions (Abdullah et al., 2022; Hafid et al., 2024; Mus et al., 2025).

### Sub-theme 2.3: *Gharar in Promotional Strategies*

The findings of this study indicate that the use of pressurising and misleading promotional strategies remains prevalent in digital-based marketing. Entrepreneur UA2 acknowledged having used phrases such as “limited stock” or “last-day offer” despite the fact that the products were still abundantly available, with the intention of accelerating customers’ purchasing decisions. This practice reflects the deliberate creation of time pressure as a strategy to influence consumer behaviour. The impact of such practices was also experienced by customers, as described by UA3, who noted that some customers felt pressured or deceived by such promotional approaches. These findings demonstrate that purchasing decisions are not made based on a comprehensive understanding of the offer but are instead influenced by emotional pressure and a constructed sense of urgency embedded within promotional narratives. This phenomenon is consistent with digital marketing studies indicating that strategies such as flash sales, countdown timers, and claims of limited stock often prompt consumers to make hasty decisions without adequate consideration (Li, 2024; Bernstein & Guo, 2025).

From the perspective of *mu‘āmalāt*, these findings indicate that promotional strategies containing elements of emotional manipulation and non-transparent information delivery have the potential to undermine the principle of mutual consent (*tarāḍin*) in sale contracts. Academic MI1 emphasised that the use of emotional manipulation, false visuals, or inauthentic reviews in promotions constitutes deception and contravenes the principles of honesty and

trustworthiness (*amānah*) in *mu'āmalāt*. This view is reinforced by MI2, who stated that selling through pressure, misuse of religious phrases, or the creation of artificial demand is impermissible, as it shapes buyer consent through psychological coercion rather than genuine willingness. In line with this, MI3 asserted that promotional strategies that exert emotional pressure without clear and balanced information undermine the principle of consent (*tarāḍin*), thereby weakening the formation of *tarāḍin tāmm* through means that warrant careful jurisprudential classification.

A precise analysis requires distinguishing four related but distinct concepts in Islamic *mu'āmalāt*: (i) *akhlāq al-tijārah* (commercial ethics), which addresses general moral standards of conduct such as honesty, fairness, and the avoidance of psychological coercion; (ii) *tadlīs* (concealment or misrepresentation of attributes), which arises when a seller deliberately conceals defects or misrepresents the qualities of a product through, for instance, doctored images or fabricated reviews; (iii) *ghishsh* (outright deception), which involves false statements of fact such as fabricated stock-scarcity claims or counterfeit endorsements; and (iv) *gharar*, which specifically concerns ambiguity in the *maḥall al-'aqd* (subject matter of the contract), including its price, specifications, or deliverability.

Applying these distinctions to the findings of this study, the misleading promotional practices identified can be classified as follows. The use of false urgency claims such as “limited stock” or “last-day offer” when stock remains abundant constitutes *ghishsh* combined with *tadlīs fī al-ḥāl* (misrepresentation of the situation), rather than *gharar fāḥish* in the strict technical sense, since the product itself and its price may remain identifiable. The use of fake reviews and inauthentic endorsements amounts to *tadlīs fī al-waṣf* (misrepresentation of attributes), which may, where it materially shapes buyer perception of the goods, give rise to derivative *gharar fī al-ṣifah* (ambiguity in product specifications). Emotional manipulation through countdown timers or pressure tactics, without false factual claims, falls primarily within violations of *akhlāq al-tijārah* rather than *gharar* proper; such conduct is reprehensible (*makrūh* or *ḥarām* depending on severity), yet does not necessarily invalidate a contract where *tarāḍin tāmm* is otherwise established at *'aqd tāmm*. The legal effect varies accordingly: contracts vitiated by *tadlīs* or *ghishsh* are typically rendered *fāsid*, with the buyer retaining *khiyār al-tadlīs*; contracts where promotional pressure does not affect the identification of the subject matter remain *ṣaḥīḥ* though ethically deficient.

Observations from digital marketing scholars indicate that inauthentic reviews and persuasive content are frequently employed to increase conversion rates, reflecting market competition that drives some sellers to prioritise sales effectiveness over information transparency. While promotional activity is generally permitted in Islamic commerce, its implementation must be grounded

in honesty (*sidq*), trustworthiness (*amānah*), and accurate disclosure. Accordingly, entrepreneurs must ensure that promotional strategies are ethical, transparent, and free from emotional manipulation, fabricated claims, and inauthentic representation, so that purchasing decisions are made based on clear information and valid consent (Ahmed & Othman, 2024; Abdullah et al., 2022).

#### **Sub-theme 2.4: *Gharar Due to Sellers' Failure to Disclose Identity Information***

The findings of this study indicate that the failure of sellers to clearly disclose business identity information remains prevalent in digital marketing, particularly among small-scale entrepreneurs who rely on social media platforms. Entrepreneur UA1 stated that full addresses or business registration numbers are not displayed due to security concerns and the assumption that such information is not required by customers. This situation is supported by UA2, who explained that sales are conducted solely through social media accounts without providing additional business information. These findings demonstrate that buyers often engage in transactions without knowing the actual identity of the contracting party, thereby creating ambiguity regarding responsibility and referral channels in the event of post-transaction issues. Such anonymity reflects the informal nature of digital marketing practices that remain widespread and has the potential to increase the risk of fraud and disputes.

From the perspective of *mu'āmalāt*, the findings indicate that clarity regarding the identity of contracting parties constitutes a critical element in ensuring the fair execution of rights and obligations after the conclusion of a contract. Academic MI1 emphasised that in digital sales, regulatory mechanisms and reference structures are essential, as buyers must be able to identify the responsible party in cases of fraud or dissatisfaction. This view is supported by MI2, who stressed that the absence of clear seller identity complicates the enforcement of post-contractual rights, as buyers are uncertain about whom to approach. In line with this, MI3 explained that the lack of seller identity information undermines the protection of consumer rights (*ḥifz al-ḥuqūq*) and may involve elements of *gharar* when contractual responsibility becomes ambiguous. Accordingly, identity ambiguity is not merely a technical or privacy-related issue, but one that disrupts information balance and the principle of justice that underpins contractual validity in *mu'āmalāt* (Ridwan et al., 2025; Fikra, 2025).

In synthesis, the findings demonstrate that the implications of seller identity disclosure must be assessed by reference to the platform context in which the transaction occurs, since the risk of *gharar* varies materially between registered e-commerce platforms and informal social-media-based commerce. In the case of registered platforms such as Shopee and Lazada, sellers are required to undergo

identity verification, business registration is mandated, and platform-administered dispute resolution mechanisms (including escrow arrangements and consumer protection schemes) operate as functional substitutes for direct seller disclosure.

In such contexts, the risk of *gharar* arising from identity opacity is limited, and the contract typically remains *ṣaḥīḥ* provided that the platform's governance structures function effectively. In the case of informal social-media commerce conducted through personal accounts on Instagram, Facebook, or TikTok without verified business presence, the absence of any third-party verification or dispute mechanism leaves the buyer materially exposed in the event of fraud, defective goods, or non-delivery.

From a Shari'ah perspective, this second context implicates *gharar fi al-ḍamān* (ambiguity in the locus of liability), since the buyer cannot ascertain who is accountable for post-contract obligations. The minimum disclosure standard required under *mu'āmalāt* does not extend to private personal details such as the seller's home address or family information, which would themselves raise legitimate privacy and security concerns. Rather, the requirement is for sufficient information to enable accountability, comprising: (i) a business name or trading name under which the seller is identifiable; (ii) at least one functional and persistent communication channel; and (iii) a reference to a recognised dispute resolution mechanism, whether through formal business registration (such as a Malaysian SSM number for *Suruhanjaya Syarikat Malaysia* registration) or through a recognised platform's consumer protection scheme.

Where these minimum elements are present, the contract is *ṣaḥīḥ* and the *gharar* attributable to identity is of the *yasīr* variety. Where they are absent and the buyer cannot identify a responsible party or invoke any recourse, the contract may be rendered *fāsid* on grounds of substantial breach of *ḥifz al-ḥuqūq*. Therefore, entrepreneurs are required to disclose at least these minimum elements of business information to ensure transparency in digital marketing and to safeguard buyers' rights in the long term (Mawaddah et al., 2024; Abdullah et al., 2022).

#### 4.2.3 Cross-Category Divergences in Normative Interpretation

The triangulation across the three informant categories did not produce a uniform reading of every practice. Two substantive divergences emerged from the data and warrant explicit treatment, as they reveal where Shari'ah-normative and market-pragmatic frames pull in different directions. The first divergence concerns promotional strategies that exploit psychological pressure without making factually false claims. The *mu'āmalāt* academics (MI1, MI2, MI3) consistently classified countdown timers, manufactured urgency cues, and

emotionally manipulative copy as serious breaches of *akhlāq al-tijārah* and, where they distort the formation of *tarāḍin tāmm*, as potentially rendering the contract *fāsid*.

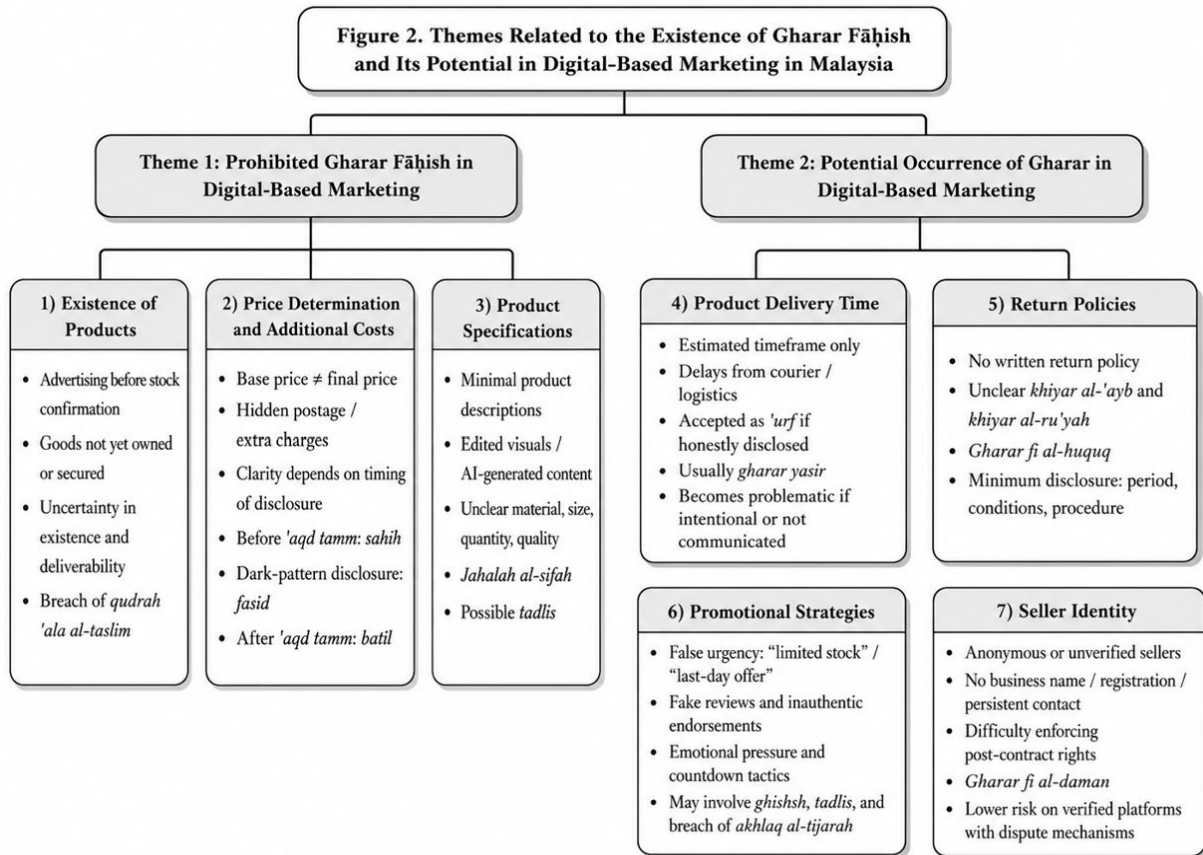
PD1, by contrast, framed the same techniques descriptively as standard conversion-optimisation practice deployed across registered platforms, characterising them as the operational environment in which sellers compete rather than as legal-ethical violations. This is not a factual disagreement — both categories acknowledged the phenomena exist and that they influence buyer behaviour, but a normative one: the *mu'āmalāt* frame treats these techniques as moving the contract along a continuum toward defectiveness, while the digital marketing frame treats them as the ambient texture of platform commerce. The present study sides analytically with the *mu'āmalāt* reading on doctrinal grounds, but the divergence itself is an important finding: it suggests that what platforms and marketers consider unremarkable competitive practice may, on Sharī'ah grounds, already be operating in defective-contract territory.

A second divergence concerns the locus of accountability for seller identity. The *mu'āmalāt* academics emphasised individual seller disclosure as essential to *ḥifẓ al-ḥuqūq* and, in its absence, treated the contract as approaching *fāsid* on grounds of *gharar fī al-ḍamān*. PD2 took a different starting point, locating accountability primarily at the platform level, identity verification, escrow, dispute resolution, and treating direct seller disclosure as relatively less consequential where a registered platform's governance mechanisms are functioning. The two positions are reconciled in the present study's synthesis by distinguishing platform contexts (Sub-theme 2.4): where platform mechanisms substitute functionally for seller-level disclosure, the *gharar* risk is materially attenuated; where they are absent, as in informal social-media commerce, the *mu'āmalāt* reading prevails.

Beyond these two substantive divergences, the three informant categories largely converged on the most serious cases, advertising goods without verified stock, materially misrepresenting product attributes, and imposing post-payment surcharges, which all three groups assessed as straightforwardly defective practices. The divergences therefore cluster at the boundaries of the *gharar yasīr* – *gharar fāḥish* threshold rather than at its core, which is itself a finding worth flagging for future fatwa deliberation.

Based on the findings of this study, two main themes relating to the principle of the prohibition of *gharar* and its potential occurrence in digital-based marketing in Malaysia were identified, as illustrated in Figure 1.

**Figure 1.** Themes Related to the Existence of *Gharar Fāḥish* and Its Potential in Digital-Based Marketing in Malaysia



Source: Compiled by the authors

**Table 4.** Synthesis of Jurisprudential Classification and Legal Effect Across Sub-themes

Sub-theme	Type of <i>gharar</i>	Legal Effect	Remedy ( <i>Khiyār</i> )
Existence of products (e.g. dropshipping without stock)	<i>Gharar fāḥish</i>	<i>Bāṭil</i>	None — contract void
Pricing (genuinely concealed costs after <i>'aqd tamm</i> )	<i>Gharar fāḥish</i>	<i>Bāṭil</i>	None
Pricing (costs disclosed via dark-pattern interface, pre- <i>'aqd tamm</i> )	<i>Tadlīs + gharar yasir</i>	<i>Fāsid</i>	<i>Khiyār al-tadlīs</i> , <i>khiyār al-ghabn</i>
Pricing (full disclosure before payment)	None	<i>Ṣaḥīḥ</i>	Not applicable
Product specifications (material misrepresentation)	<i>Gharar fāḥish / tadlīs fi al-waṣf</i>	<i>Fāsid</i>	<i>Khiyār al-'ayb</i> , <i>khiyār al-ru'yah</i>
Delivery delay (third-party logistics, beyond <i>'urf</i> )	<i>Gharar yasir ('urf)</i>	<i>Ṣaḥīḥ</i>	Compensation if seller negligence proven

seller control)			
Delivery delay (seller misrepresentation or non-communication)	<i>Gharar fāḥish</i>	<i>Fāsid</i>	<i>Khiyār</i> + compensation
Return policies (undisclosed but accommodated in practice)	<i>Gharar yasīr</i>	<i>Ṣaḥīḥ</i>	None required
Return policies (material non-disclosure causing dispute)	<i>Gharar fi al-ḥuqūq</i>	<i>Fāsid</i>	<i>Khiyār al-shart</i> , <i>khiyār al-‘ayb</i>
Promotion (emotional manipulation without false facts)	Breach of <i>akhlāq al-tijārah</i>	<i>Ṣaḥīḥ (makrūh)</i>	Ethical remediation only
Promotion (false stock-scarcity, fabricated reviews)	<i>Tadlīs + ghissh</i>	<i>Fāsid</i>	<i>Khiyār al-tadlīs</i>
Seller identity (registered e-commerce platform with verification)	<i>Gharar yasīr</i>	<i>Ṣaḥīḥ</i>	Platform dispute mechanism
Seller identity (informal social media without minimum disclosure)	<i>Gharar fi al-ḍamān</i>	<i>Fāsid</i>	<i>Khiyār</i> + claim for <i>ḥifẓ al-ḥuqūq</i>

Source: Compiled by the authors

Table 4 consolidates the analytical position of this study. It demonstrates that not every form of ambiguity in digital marketing rises to the level of *gharar fāḥish*, and that the legal effect on the contract varies according to the type of defect involved. Contracts vitiated by core ambiguity in the subject matter or price are rendered *bāṭil* from inception and produce no legal effect, while contracts vitiated by misrepresentation, breach of disclosure, or ambiguity in rights are typically *fāsid*, with the buyer retaining *khiyār* remedies under classical *mu‘āmalāt* doctrine. This differentiation is essential both for jurisprudential precision and for the practical regulation of digital commerce.

## 5. CONCLUSION

This study confirms that the existence of *gharar* in digital-based marketing is not uniform; rather, it emerges in layered and contextual forms depending on the degree of informational ambiguity, the intention of market actors, and its effect on contractual consent. The findings show that *gharar fāḥish*, which affects the validity of a contract, generally occurs when ambiguity relates to the fundamental elements of the contract, particularly the existence of the product, its deliverability, the actual pricing structure, and product specifications. By contrast, limited and unavoidable uncertainty that is transparently disclosed may be categorised as *gharar yasīr*, which is tolerated based on market custom and the operational

realities of digital marketing. Therefore, the assessment of *gharar* in the digital context must be undertaken more carefully by considering not only the formal structure of the contract, but also the marketing process, promotional strategies, platform design, and the level of information transparency prior to the formation of contractual consent.

The findings also emphasise the need for an integrated approach involving policymakers, regulators, digital platforms, fatwa institutions, and Shariah advisory bodies to ensure that digital marketing remains aligned with the principles of *mu'āmalāt*. Guidelines that emphasise the disclosure of actual prices, clarity of contractual terms, transparency of product specifications, return policies, and seller identity should be strengthened to protect consumers from information manipulation and misleading promotional strategies.

At the same time, digital platforms must assume both a moral and structural role through more transparent and traceable interface design, algorithms, and consumer protection mechanisms. Compliance with the principles of *mu'āmalāt* should not be viewed as a constraint on innovation, but rather as a value-based framework that strengthens justice, consumer trust, and the sustainability of the digital market. Future studies are recommended to examine consumer perceptions quantitatively and to evaluate the effectiveness of Shariah guidelines and regulatory mechanisms in reducing the risk of *gharar* within the modern digital marketing ecosystem.

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## 7. REFERENCES

- Abdullah, A. H., Suhaimi, R., & Wan Harun, M. A. (2022). *Garis Panduan Jual Beli Dalam Talian*. Jabatan Mufti Negeri Pulau Pinang.
- Addlin Pooviga, C., Ramprabha, K., Saxena, S., Vinnarasi, B., & Krishnamoorthi, M. (2024). The Impact of Digital Marketing Strategies on Customer Attitude and Purchase Intention Towards Electronic Gadgets: A Study on Indian Students. In *Harnessing AI, Machine Learning, and IoT for Intelligent Business: Volume 1* (pp. 849-856). Cham: Springer Nature Switzerland.
- Ahmed, A., & Othman, A. (2024). The Effect of False Advertising on Consumer Online Purchase Behavior with the Mediating Effect of e-WOM: Consumers in Malaysia. *Information Management and Business Review*.
- Al-Baji, A. W. S. (1998). *Al-Muntaqā Syarah al-Muwatta'*. Dar al-Kutub al-'Ilmiyyah.
- Albashori, M., Wahyuning, S., & Nugroho, H. (2025). Digital Marketing Strategy and Consumer Behavior: A case study of E-Commerce Businesses. *Oikonomia: Journal of Management Economics and Accounting*.
- Al-Busiri, H. (2003). *Hāshiyah al-Sindi 'ala Ibn Majah*. Dar al-Fikr.
- Al-Darir, S. M. A. (1993). *Al-Gharrar fi al-'Uqud wa Atharuhu fi al-Tatbiqat al-Mu'asirah*. Islamic Research and Training Institute, Islamic Development Bank.
- Al-Ghazali, A. H. M. (1997). *Al-Mustasfa min Ilm al-Usul*. Dar Kutub al-Ilmiyyah.
- Al-Khin, M., & Al-Bugha, M. (2019). *Al-Fiqh al-Manhaji 'ala Mazhab al-Imam al-Syafie*. Dar al-Qalam.
- Al-Nawawi, Y. B. S. D. (2006). *Al-Majmū' Sharḥ al-Muhadhdhab*. Makhtabah al-Irshad.
- Al-Qaradawi, Y. (1997). *Al-Halal wa al-Haram fi al-Islam*. Maktabah Wahbah.
- Al-Qarafi, A. I. (1998). *Al-Furuq, Anwar al-Buruq fi Anwa' al-Furuq*. Beirut: Dar 'Alam al-Kutub.
- Al-Qarafi, A. I. (1998). *Anwar al-Buruq fi Anwa' al-Furuq*. Dar 'Alam al-Kutub.
- Al-Ramli, S. D. M. (2005). *Nihayah al-Muhtaj ila Syarah al-Minhaj*. Dar al-Fikr.
- Al-Sakir, A. (2008). *Qawaid al-Gharrar*. *Journal of Shariah and Islamic Studies*, 22(69), 185. Universiti Kuwait.
- Al-Sarakhsi, M. B A. (n.d.). *Al-Mabsut*. Dar al-Ma'arifah.
- Al-Shirazi, A. I. (1995). *Al-Muhadhdhab fi Fiqh al-Imam al-Syafie*. Dar al-Kutub al-Ilmiyyah.
- Al-'Uthaymeen, M. S. (2001). *Al-Syarah al-Mumtan'i*. Dar Ibn al-Jawzi.
- Al-Zarqa', M. A. (2004). *Sharḥ al-Qawā'id al-Fiqhiyyah*. Dār al-Qalam.
- Al-Zuhayli, W. (2017). *Ma'usu'ah al-Fiqhiyyah al-Islamiyyah wa al-Qadhaya al-Mu'asirah*. Dar al-Fikr.
- Al-Zuhayli, W. (2018). *Al-Tafsir al-Munir fi al-Aqidah wa al-Syariah wa al-Manhaj*. Dar al-Fikr.
- Ames, H., Glenton, C., & Lewin, S. (2019). Purposive sampling in a qualitative evidence synthesis: a worked example from a synthesis on parental

- perceptions of vaccination communication. *BMC Medical Research Methodology*, 19.
- Balampaki, P., & Rawat, R. (2025). The Impact of Digital Marketing on Consumer Purchase Decisions in Kathmandu Valley. *Nepalese Journal of Management*.
- Bernstein, F., & Guo, Y. (2025). A Customer Choice Model of Impulse Buying in Social Commerce. *Naval Research Logistics (NRL)*, 72.
- Boddy, C. (2016). Sample size for qualitative research. *Qualitative Market Research: An International Journal*, 19, 426-432.
- Braun, V., & Clarke, V. (2019). Reflecting on reflexive thematic analysis. *Qualitative research in sport, exercise and health*, 11(4), 589-597.
- Braun, V., & Clarke, V. (2022). *Thematic analysis: A practical guide*. SAGE Publications.
- Busetto, L., Wick, W., & Gumbinger, C. (2020). How to use and assess qualitative research methods. *Neurological Research and practice*, 2(1), 14.
- Cambridge University Press. (n.d.). Marketing. In *Cambridge English Dictionary*. Retrieved July 16, 2025, from <https://dictionary.cambridge.org/us/dictionary/english/marketing>.
- Campbell, S., Greenwood, M., Prior, S., Shearer, T., Walkem, K., Young, S., Bywaters, D., & Walker, K. (2020). Purposive sampling: complex or simple? Research case examples. *Journal of Research in Nursing*, 25, 652 - 661.
- Carter, N., Bryant-Lukosius, D., DiCenso, A., Blythe, J., & Neville, A. (2014). The use of triangulation in qualitative research. *Oncology Nursing Forum*, 41 5, 545-7.
- Cen, R. V. Y., Nurlaela, S., Anindita, R., & Baskara, I. (2025). The Influence of Social Media Marketing on Purchase Intent: The Role of Mediation Brand Image and Brand Trust on The Brand of Sunscreen. *Devotion: Journal of Research and Community Service*, 6(9), 903-913.
- Creswell, J. W., & Poth, C. N. (2018). *Qualitative Inquiry and Research Design: Choosing Among Five Approaches*. SAGE Publications.
- Crouch, M., & McKenzie, H. (2006). The logic of small samples in interview-based qualitative research. *Social Science Information*, 45, 483 - 499.
- 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.
- Fesabas, A. K. R., & Shaker, V. (2025). Exploring Ethical AI in Digital Mental Health Therapy: Accountability, Transparency, and Empowerment in Southeast Asia. *Annual Review of CyberTherapy and Telemedicine*, 23, pp. 27 – 33.
- Figueiredo, N., Ferreira, B., Abrantes, J., & Martinez, L. (2025). The Role of Digital Marketing in Online Shopping: A Bibliometric Analysis for Decoding Consumer Behavior. *Journal of Theoretical and Applied Electronic Commerce Research*.
- Fikra, A. (2025). An Islamic Law Perspective on Online Buying and Selling

- Without Direct Inspection of Goods (Bay' al-Ghaib) in E-Commerce Practices. SYARIAT: *Akhwal Syaksiyah, Jinayah, Siyasa and Muamalah*.
- Ghose, A., Lee, H. A., Nam, K., & Oh, W. (2024). The effects of pressure and self-assurance nudges on product purchases and returns in online retailing: Evidence from a randomized field experiment. *Journal of Marketing Research*, 61(3), 517–535. <https://doi.org/10.1177/00222437231180494>
- Guarda, T., Lopes, I., Victor, J. A., & Vázquez, E. G. (2020). User behavior: The case of instagram. In *Marketing and Smart Technologies: Proceedings of ICMaTech 2019* (pp. 38-48). Springer Singapore.
- Guest, G., Bunce, A., & Johnson, L. (2006). How Many Interviews Are Enough?. *Field Methods*, 18, 59 - 82.
- Gwakwara, C. (2024). Africa at the Center of Digital Technology. In *Contributions of Africa's Indigenous Knowledge to the Wave of Digital Technology: Decolonial Perspectives*, pp. 47 – 69.
- Hafid, A., Bahri, S., Marzuki, S. N., Muis, M., & Idayanti, R. (2024). The Application of Khiyar Principles to E-Commerce Transaction: The Islamic Economy Perspective. *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam*, 8(1), 403-420.
- Harter, A., Stich, L., & Spann, M. (2025). The Effect of Delivery Time on Repurchase Behavior in Quick Commerce. *Journal of Service Research*, 28, 211 - 227.
- Ibada, & Ibrahim, A. A. H. (2010). *Al-Gharrar wa Atharuh 'ala al-'Uqud wa al-Mu'amalat al-Mu'asirah: Taqdir Iqtisadi Islami*. *Majallat Markaz Şāliḥ Kāmil li al-Iqtisād al-Islāmī, Jāmi'at al-Azhar*, 42(1), 339-384.
- Ibn al-Arabi, A. (1992). *Ahkam al-Quran*. Dar al-Kutub al-Ilmiyyah.
- Ibn Hazm, A. (n.d.). *Al-Muhalla*. Maktaba'ah Nahdat al-Shari' 'Abd al-Aziz.
- Ibn Manzur, M. B. M. (n.d.) *Lisan al-Arab*. Dar al-Sader.
- Ibn Rushd. (2004). *Bidayah al-Mujtahid wa Nihayah al-Muqtasid*. Dar al-Hadis.
- Ibn Taymiyyah, T. D. A. B. A. A. (1998). *Al-Fatawa al-Kubra*. Dar al-Kutub al-Ilmiyyah.
- Ishak, M. S. I., & Asni, F. (2020). The role of maqasid al-Shari'ah in applying fiqh muamalat into modern Islamic banking in Malaysia. *Journal of Islamic Accounting and Business Research*, 11(10), 2137-2154.
- Jain, S., Chaurasia, S., Joshi, M., & Vishwakarma, Y. (2025). Dark Patterns In Digital Marketing And Consumer Manipulation. *Emerging Frontiers in Management and Leadership*.
- Kamali, M. H. (2008). *Sharī'ah law: An introduction*. Oneworld Publications.
- Kaur, U., & Dangwal, A. (2023). A Typology of Digital Marketing Channels with a Special Reference to India. *India's technology-led development: managing transitions to a digital future*, 259-268.
- Kotler, P. (2002). *Marketing management*. Pearson Custom Publishing.
- Kumar, B., Sharma, V., Vashishth, T. K., Panwar, R., Sharma, K. K., & Chaudhary, S. (2024). Exploring the Transformative Power of Internet of Things (IoT)

- Technologies in the Age of Industry 4.0: Unleashing the Potential in the Digital Economy. In *Advanced IoT Technologies and Applications in the Industry 4.0 Digital Economy* (pp. 42-59). CRC Press.
- Lakshmi, S. R., & Manasa, N. (2025). Role of Digital Marketing Tactics in Enhancing Financial Performance in E-Commerce Enterprises. In *Artificial Intelligence in Peace, Justice, and Strong Institutions* (pp. 257-282). IGI Global Scientific Publishing.
- Laseinde, O., & Aigbavboa, C. (2023). Exploring the effectiveness of Collaborative Planning, Forecasting and Replenishment (CPFR) in enhancing supply chain performance in drop shipping. *Production Management and Process Control*.
- Li, K. (2024). Ad Power: A Double-edged Sword that Affects Consumer Behavior. *Highlights in Business, Economics and Management*.
- Lincoln, Y.S. and Guba, E.G. (1985) *Naturalistic Inquiry*. SAGE, Thousand Oaks, 289-331.
- Liu, Y. (2025). Five perspectives on the digital: a sociological interpretation. *The Journal of Chinese Sociology*, 12(1), 21.
- Lohchab, K., Chauhan, A., & Kumar, R. (2024). Factors Affecting Brand Image in Social Media Marketing. *MSW Management Journal*, 34(1), 163-182.
- Loku, A., & Havolli, R. (2024). Leveraging Digital Marketing for Competitive Advantage: Strategic Insights and Operational Impacts on Small and Medium-Sized Enterprises in the Digital Economy. *Pakistan Journal of Life & Social Sciences*, 22(2).
- Marotina, N., & Haq, M. (2025). Review of Fiqh Muamalah on Online Buying and Selling Practices in the Digital Era. *Velocity: Journal of Sharia Finance and Banking*.
- Mason, P., Augustyn, M., & Seakhoa-King, A. (2010). Exploratory study in tourism: designing an initial, qualitative phase of sequenced, mixed methods research. *International Journal of Tourism Research*, 12, 432-448.
- Mawaddah, L., Lathief, M., Nasution, I., William, J., IskandarPs., V., Estate, M., Percut, K., & Tuan, S. (2024). Pengaruh Layanan Deteksi Transaksi E-Commerce Nirlaba dalam Hal Dampaknya Terhadap Instrumen Kebijakan Moneter Islam. *Jurnal Riset Manajemen Dan Ekonomi (JRIME)*.
- Melmies, J. (2024). Hidden price increases, product downsizing, and shrinkflation: a post-Keynesian macroeconomic perspective. *Industrial and Corporate Change*.
- Memon, M., Thurasamy, R., Ting, H., & Cheah, J. (2024). Purposive Sampling: A Review And Guidelines For Quantitative Research. *Journal of Applied Structural Equation Modeling*.
- Mohd Noh, M. S., Nor Azelan, S. H., & Zulkepli, M. I. S. (2025). A review on Gharar dimension in modern Islamic finance transactions. *Journal of Islamic Accounting and Business Research*, 16(5), 976-989.
- Mollenkopf, D., Peinkofer, S., & Chu, Y. (2022). Supply chain transparency:

- Consumer reactions to incongruent signals. *Journal of Operations Management*.
- Muhammad, M. Z., Mohd, F., Amboala, T., Amin, H., Yahya, W. F. F., Rahman, M. K., ... & Al-Rawashdeh, M. S. (2025). Shariah-Compliant E-Payment Framework in Malaysia: Integrating Fiqh, Digital Security and Regulatory Governance. *Journal of Fatwa Management and Research*, 30(2), 34-54.
- Mus, N. N., Hafidz, A. S., Noraini, M. S., Misdi, N. A. N., Mohamed, N., & Daud, H. (2025). Gharar Dalam Transaksi E-Dagang: Implikasi Terhadap Pengguna Dan Peniaga Menurut Perspektif Islam. *Journal Islamic Philanthropy and Social Finance*, 7(1), 125-134
- Muslim, A. H. A. Q. (2006). *Ṣaḥīḥ Muslim*. Dar Iḥya' al-Turath al-'Arabi.
- Muslimin, J., Lubis, S., Putra, R., Nahartini, D., & Wafa, A. (2022). Islamic Branding and Digital Marketing: A Strategy to Attract Muslim Consumers Buying Interest. *Proceedings of the 4th International Colloquium on Interdisciplinary Islamic Studies in conjunction with the 1st International Conference on Education, Science, Technology, Indonesian and Islamic Studies, ICIS and ICESTIIS 2021, 20-21 October 2021, Jambi, Indonesia*.
- Oxford University Press. (n.d.). Digital. In *Oxford English Dictionary*. Retrieved July 16, 2025, from [https://www.oed.com/dictionary/digital\\_n](https://www.oed.com/dictionary/digital_n)
- Patton, M. Q. (2015). *Qualitative Evaluation and Research Methods* (2nd ed.). SAGE Publications.
- Qiu, L., Huang, Y., Singh, P. V., & Srinivasan, K. (2025). Personalization, consumer search, and algorithmic pricing. *Marketing Science*, 44(6), 1278–1298. <https://doi.org/10.1287/mksc.2023.0455>
- Rajathi, P., & Dass, A. A. (2024). Online Marketing: Emerging Trends and Issues. *Pakistan Journal of Life & Social Sciences*, 22(2).
- Ramkumar, G., Othman, B., Malviya, B., Mohamma, A. J., Narayana, M. S., & Verma, D. (2022, April). A conceptual analysis on the impact of machine learning towards on digital marketing transformation. In *2022 2nd International Conference on Advance Computing and Innovative Technologies in Engineering (ICACITE)* (pp. 2274-2278). IEEE.
- Ridwan, M., Winario, M., & Kamalin, M. (2025). Hukum Islam terhadap Transaksi Digital: Studi tentang Jual Beli Online dalam Perspektif Fiqh Muamalah. *Journal of Legal Sustainability*.
- Rifai, A. (2024). Interpretation of Hadith on Online Transactions in Sharia Economics: A Study of the Prohibition of Gharar in the Digital Era. *Zona Law And Public Administration Indonesia*, 2(6), 37-46.
- Rishwan, M. S. (2024). *Masail Mukhtar fi Fiqh al-Mu'amalat min Kitab al-Majmu' lil-Nawawi*. Asyut University..
- Rosário, A.T., & Dias, J.C. (2024). Innovative Digital Marketing In Business. In *Contemporary Trends in Innovative Marketing Strategies*.
- Santos, K. D. S, Ribeiro, M., De Queiroga, D., Da Silva, I., & Ferreira, S. (2020). The use of multiple triangulations as a validation strategy in a qualitative study.

*Ciencia & saude coletiva*, 25 2, 655-664.

- Sharma, R., & Siby, A. (2022). Digital platforms and techniques for marketing in the era of information technology. In *Information and Communication Technology for Competitive Strategies (ICTCS 2021) ICT: Applications and Social Interfaces* (pp. 669-677). Springer Nature Singapore.
- Siregar, M. H., Abdurrahman, Z., Kamal, M., & Zainal, Z. (2025). Digital fiqh and ethical governance: Negotiating islamic normativity and online narcissism in contemporary indonesia. *JURIS (Jurnal Ilmiah Syariah)*, 24(1), 181-191.
- Sousa, M. (2024, May). Digital Marketing Tools for Business Strategies Definition by Young Entrepreneurs: the Case of Portugal. In *International Conference on Management, Tourism and Technologies* (pp. 15-21). Springer Nature Switzerland.
- Souza, F. E. M. A., Madeira, A. M. J., Carvalho, L., Alexandre, F. P. D., & Lurdes, S. (2024). Confluence of Factors that Influence Business Model by Digitalisation and Industry 4.0 Technologies. *Cuadernos de Gestión*, 24(2).
- Steinhardt, G. (2010). Concept of Marketing: Insight into the Concept, Structure and Elements of the Marketing Domain. In *The Product Manager's Toolkit: Methodologies, Processes and Tasks in High-Tech Product Management* (pp. 41-52). Springer Berlin Heidelberg.
- Tian, X., Yan, B., Zhou, X., & Yan, Y. (2025). Impact of logistics delivery performance on consumers' future purchase behavior: Evidence from an e-commerce platform in China. *Electron. Commer. Res. Appl.*, 72, 101509.
- Totzek, D., & Jurgensen, G. (2020). Many a little makes a mickle: Why do consumers negatively react to sequential price disclosure?. *Psychology & Marketing*.
- Umar, A. M. A.-H. (2008). *Mu'jam al-Lughah al-'Arabiyyah al-Mu'asirah*. Dar Alam al-Kutub.
- Wang, K., Yu, J., Chen, W., & Chen, J. (2024). Beyond Convenience: Exploring the Hidden Impact of Algorithmic Pricing on Consumer Trust and Loyalty in Chinese Online Travel Agencies. *International Journal of Tourism Research*.
- Zhao, M., Wang, S., & Xia, T. (2025). The social welfare effect of e-commerce product reputation information asymmetry from the perspective of network externality. *PLOS ONE*, 20(1), e0313852. <https://doi.org/10.1371/journal.pone.0313852>
- Zulkepli, M. I. S., Noh, M. S. M., Azelan, S. H. N., & Mohamad, M. T. (2025). Analysis of gharar elements in online transactions on the TikTok platform. *Global Journal Al-Thaqafah*, 15(2), 276-306.

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