

UNDERSTANDING THE 7 KEY PROHIBITIONS IN ISLAMIC TRADE PRACTICES

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DOI : <https://doi.org/10.33650/profit.v9i1.10642>

Received: January 2025

Revised: March 2025

Accepted: May 2025

Abstract :

This paper aims to identify and analyze the seven main prohibitions in Islamic trade practices: *riba* (usury), *gharar* (uncertainty), *tadlis* (deception), *maysir* (gambling), *ghabn* (exploitation), *najsh* (price manipulation), and *jahalah* (ignorance). The research employs descriptive and qualitative methods, focusing on an extensive review of relevant literature as the primary source of data. The findings indicate that violations of these prohibitions result in economic injustice and social harm, undermining the principles of fairness and balance advocated by Islamic teachings. By understanding and avoiding these forbidden practices, Muslim business practitioners can promote a just and Sharia-compliant economic system. The study highlights the importance of education and awareness to ensure the integration of Islamic principles into business activities.

Keywords : *Islamic trade; prohibitions; sharia economic*

Abstrak :

Artikel ini bertujuan untuk mengidentifikasi dan menganalisis tujuh larangan utama dalam praktik perdagangan Islam: *riba* (bunga), *gharar* (ketidakpastian), *tadlis* (penipuan), *maysir* (perjudian), *ghabn* (eksploitasi), *najsh* (manipulasi harga), dan *jahalah* (ketidaktahuan). Penelitian ini menggunakan metode deskriptif dan kualitatif, dengan fokus pada tinjauan literatur yang relevan sebagai sumber data utama. Temuan penelitian menunjukkan bahwa pelanggaran terhadap larangan-larangan ini mengakibatkan ketidakadilan ekonomi dan kerugian sosial, yang merusak prinsip keadilan dan keseimbangan yang diajarkan dalam Islam. Dengan memahami dan menghindari praktik-praktik terlarang ini, praktisi bisnis Muslim dapat mempromosikan sistem ekonomi yang adil dan sesuai dengan syariah. Studi ini menyoroti pentingnya pendidikan dan kesadaran untuk memastikan integrasi prinsip-prinsip Islam dalam aktivitas bisnis.

Kata Kunci: *Perdagangan Islam; larangan; ekonomi syariah*

INTRODUCTION

In Islam, business is highly encouraged and even considered a form of worship when conducted with sincere intentions and in accordance with Sharia principles. Fair, transparent, and responsible economic activities not only help meet individual needs but also contribute to the overall welfare of society. However, as times progress, practices that contradict Islamic values, such as *riba* (usury), *gharar* (uncertainty), *tadlis* (fraud), *maysir* (gambling), and others, have become

increasingly prevalent.

In capitalist economics, the market plays a central role in the economic system. Free markets are essential for addressing economic challenges related to production, consumption, and distribution. However, the presence of monopolies and unfair competition in these free markets often worsens economic conditions and creates a more unpredictable market environment. This stems from the belief that an "invisible hand" will naturally guide the economy toward equilibrium without any government intervention. Nonetheless, in the context of the global market, where international trade is inevitable, the government's role becomes crucial in regulating and overseeing market mechanisms (Rijalul Fikri, 2021). Usury, for instance, has become a widespread practice in the modern economic system, particularly within conventional banking institutions. It grants unilateral benefits to lenders while often oppressing borrowers, thereby widening economic disparities. This practice contradicts the fundamental objective of Islam, which seeks to establish justice in wealth distribution.

Additionally, *gharar* (uncertainty) is frequently encountered in non-transparent contracts or speculative transactions, such as derivative trading in capital markets. These transactions not only carry high risks but often disadvantage one of the parties involved. This violates Islamic principles that emphasize clarity and mutual agreement in all transactions. Similarly, *maysir* (gambling) is pervasive in various forms, ranging from lotteries to luck-based investments lacking thorough analysis. Such practices lead to economic imbalances, where a few individuals gain significant profits without real effort, while others suffer substantial losses.

Islam provides clear guidance through the Qur'an and Hadith to avoid these harmful practices. Surah Al-Baqarah (2:275-276) explicitly forbids usury, while the Hadith of Prophet Muhammad (peace be upon him) prohibits *gharar*, *tadlis* (deception), and *maysir*. However, many business practitioners either lack understanding or deliberately ignore these prohibitions in pursuit of personal gain. The significance of understanding prohibitions in Islamic business lies in their impact on the economy and society. If violations of these principles are allowed to persist, they will lead to various issues, such as economic inequality, injustice, and the breakdown of social systems. By comprehending and avoiding these prohibitions, Muslims can establish an economic system that is just, balanced, and aligned with Sharia principles.

This study has been compiled to provide an in-depth explanation of Islamic business prohibitions, including *riba* (usury), *gharar* (uncertainty), *tadlis* (deception), *ghabn* (exploitation), *maysir* (gambling), *najsh* (price manipulation), and *jahalah* (ignorance), along with their impacts and solutions. It is hoped that this can serve as a guide for the community, especially business practitioners, in conducting economic activities that are both blessed and beneficial.

RESEARCH METHOD

This research employs a combination of descriptive and qualitative methodologies. The primary sources for this study consist of previous scholarly works closely related to the literature review, such as research methodology books, journal articles, online articles, and other relevant writings. (Ridwan et al., 2021)

FINDINGS AND DISCUSSION

1. Riba

Islamic banking has become a widely recognized concept in both the Muslim world and the West. It refers to a system of banking and finance that aims to provide interest-free services to clients. Proponents of Islamic banking argue that charging interest (riba) is prohibited under Islamic law. This perspective has motivated Muslim scholars and financial experts to develop alternative banking systems that comply with Islamic principles, particularly the prohibition of riba.

Since the mid-1970s, Islamic banks have experienced remarkable growth. These banks have been established not only in countries with a majority Muslim population, such as Egypt, Jordan, Sudan, Bahrain, Kuwait, the United Arab Emirates, Tunisia, Mauritania, and Malaysia, but also in countries where Muslims are a minority, such as the United Kingdom, Denmark, and the Philippines. An international Islamic bank, the Islamic Development Bank, whose shareholders are members of the Organisation of Islamic Conference (OIC), plays a significant role in supporting Islamic banking and finance globally. Furthermore, major efforts were made in the early 1980s by Pakistan and Iran to transform their entire financial systems into interest-free, Islamic-based systems. (*Islamic Banking and Interest_ A Study of the Prohibition of Riba and Its*, n.d.)

The expansion of the global market, particularly within modern financial systems, has introduced numerous practices that often contradict Islamic principles regarding riba (usury). This is evident in conventional financial systems, where interest-based transactions and instruments like interest-bearing bonds are prevalent. However, such practices are deemed forms of riba, which is strictly forbidden in Islam. For example, the interest applied to traditional bank loans is considered a type of riba because it involves unjust profit and exploitation. As a result, Muslims face challenges when engaging with global financial systems dominated by usurious practices, highlighting the need for solutions that align with Shariah principles. (Aidid, 2024)

Riba, in terms of language, comes from the word "ziyadah," which means an increase. In this sense, riba refers to the unjust taking of capital or principal. This means that any additional wealth or funds arising from a loan transaction must be paid by the borrower to the lender when the due date arrives. As mentioned in the Qur'an, "O you who have believed, do not consume one another's wealth unjustly or by deceptive means, except that it be through trade by mutual consent. And do not kill yourselves; indeed, Allah is to you ever Merciful." In general, riba can be understood as an extra charge on a transaction that goes against the principles of Islamic law. Usurious loans involve several key elements, including the amount added to the principal, the additional amount based on the loan duration, and the extra payment according to the agreed terms. These three elements together constitute riba and other forms of credit transactions, whether in the form of money or other assets. (Lisa, 2024)

This is a variety of types of riba:

a. Riba Nasiah

According to Wahbah Al-Zuhaili, *riba nasiah* refers to an increase in wealth on cash items due to delayed payment, or the addition of more goods (*tuna*) to a debt (*dain*) for items that are measured or weighed, or for similar purposes. This type of *riba* is associated with the interest or extra amount added to a debt due to delayed payment.

b. *Riba Fadl*

Riba fadhl occurs when there is an excess in one of the items being exchanged. When the exchanged items are of the same kind, *riba* arises when there is an imbalance in weight, volume, or measurement. For example, trading gold for gold, but receiving more than what was paid.

c. *Riba Qardli*

Riba qardli is a loan in which the lender receives interest. This type of *riba* is similar to *riba fadhl*, but it arises when there is a delay in repayment. In *riba qardli*, interest or an additional amount is charged if the borrower delays repaying the loan.

d. *Riba Yad*

Riba yad occurs when there is a separation in a transaction before the goods are received by the receiving party. Ibn Qayyim stated that there should be no separation in the exchange of goods before the goods are accepted. Sulaiman Rasyid added that *riba yad* happens when two individuals exchange goods or make a sale but separate before the goods are weighed or received.

e. *Riba Dain*

Riba dain, also known as *riba jahiliyah*, refers to the usury practices that occurred during the pre-Islamic era. There are two forms of *riba dain*:

- 1) An increase in the debt as a penalty for extending the repayment period (for example, the debt amount increases if payment is delayed).
- 2) A loan with interest that was agreed upon from the start, where the lender requires the borrower to repay more than the principal with the condition of interest. (Lisa, 2024)

2. **Gharar**

Gharar has long been a subject of discussion in Islamic law, and it has been defined by scholars from different schools of thought. As-Sarukhsi al-Hanafi views *gharar* as a situation where the cause and effect are unknown. Al-Qarafi, a scholar from the Maliki school, defines *gharar* as an uncertainty about whether the outcome can be achieved. Based on these definitions, it can be concluded that *gharar* refers to uncertainty in a transaction that could harm one of the parties. Imam ar-Ramli asy-Syafi'i believes that in *muamalah* transactions, *gharar* represents a high-risk situation, where one possible outcome is a substantial loss. Al-Qadhi Abu Ya'la al-Hanbali views *gharar* as uncertainty with an equal chance of two possible outcomes. Meanwhile, Ibn Hazm azh-Zhahiri defines *gharar* as a transaction where the object cannot be known with certainty. These definitions collectively suggest that *gharar* is an uncertainty that can jeopardize one of the parties involved in a transaction.

The prohibition of transactions involving *gharar* aims to prevent significant losses for one party, thus avoiding potential disputes. This

prohibition seeks to ensure the protection of property rights and reduce the possibility of conflict between the parties involved. (Gunariah et al., 2024) One fiqh rule states that "al-hukmu 'ala syai'ei hukmun 'ala tashawwurihi", which means "the ruling on something is a branch of its perception." The more deeply one understands and perceives gharar from various perspectives, the better equipped they are to explain and take a legal stance on it. This deeper understanding also enables them to propose alternative solutions for buying and selling transactions that align with Islamic law. (Farikhin & Mulyasari, 2022)

According to Sayyid Sabiq in *Fiqh al-Sunnah*, gharar is defined as "deception that, upon closer examination, is likely to result in the absence of mutual consent." Similarly, Hashim Kamali explains that gharar means "deception." Various definitions of gharar can be found in different sources, but juridically, gharar can be explained as follows:

- a. Gharar related to doubt or uncertainty, such as whether something will occur or not.
- b. Gharar applied to something unknown rather than doubtful.
- c. Gharar as a combination of both uncertainty and ignorance, as defined by As-Sarakhsi, who stated that gharar exists when the consequences or outcomes are not clearly revealed. This third definition is widely accepted in Islamic law. (Shohih & Setyowati, 2021)

3. Tadlis

Tadlis refers to a transaction involving an element unknown to one of the parties in a sale and purchase agreement. Every transaction in Islam must be based on the principle of mutual consent between both parties (both being satisfied). Both parties must have the same level of information, ensuring that neither feels cheated or deceived due to a situation where one party is unaware of information known to the other. Scholars' views on tadlis include: Ibn al-Arabi, who stated that falsification (fraud) is prohibited by consensus of scholars because it contradicts purity and transparency. Al-Baghawi, who argued that deception or fraud in transactions is haram (prohibited), equating it to concealing defects or misrepresenting prices. Ibn Hajar al-Haytami, who emphasized that anyone aware of defects in their merchandise must truthfully disclose them to the buyer. (Nafsi et al., 2024)

Tadlis originates from the Arabic language, derived from the root "dallasa-yudallisu-tadliisan," which means not explaining something, concealing it, or committing fraud. According to Ibn Manzhur in *Lisan al-'Arab*, "dallasa" in trade or any other matter refers to not disclosing defects. Tadlis is also defined as: "a transaction which part of information is unknown to one party because of hiding bad information by another party." In Islam, every transaction must adhere to the principle of mutual consent (*sama-sama ridha*). This requires both parties to have equal and complete information to ensure fairness, avoiding situations where one party feels cheated due to *unknown to one party* circumstances, also referred to as *asymmetric information*. In the terminology of Islamic law (*fiqh*), this scenario is known as tadlis. In the context of trade, tadlis, according to Islamic jurists (*fuqaha*), refers to concealing a defect in a product, which may be perpetrated by either the seller or the buyer: A seller commits

tadlis by hiding flaws in their product from the buyer. A buyer commits tadlis by manipulating their payment method or concealing such manipulation from the seller. (Mukri et al., 2019)

Tadlis can be classified into several types based on their severity and impact on the credibility of the narration. Here's an outline of the different types:

a. Tadlis al-Asnaad

This type of tadlis is considered the most severe and abominable. It has been strongly condemned by many scholars. Imam Shuba, for instance, stated that "Tadlis is the same as lying." In this type, the narrator conceals the true chain of transmission, often misleading the listener into believing a narration is more authentic than it actually is.

b. Tadlis al-Taswiyyah

This form of tadlis is considered worse than Tadlis al-Asnaad in terms of severity. Hafiz al-Iraqi regarded deliberately committing Tadlis al-Taswiyyah as a significant wrongdoing. It involves further manipulation of the transmission, potentially leading to greater distortion or misrepresentation of the chain or content.

c. Tadlis al-Shayukh

Tadlis al-Shayukh is slightly less offensive than Tadlis al-Asnaad. In this type, the narrator doesn't discredit any individual narrator but makes it difficult for the listener to identify the source of the narration (the original shaykh). It creates confusion in identifying the truth, making it harder for the listener to verify the authenticity of the report. The rulings in this type also differ in their objectives.

d. Tadlis al-Ataf and Tadlis al-Qaq

These two types of tadlis are not considered any less problematic than the previous ones. They involve further distortion or concealment of details, leading to confusion and misrepresentation. Although they are not as widely discussed, they still carry significant ethical concerns regarding the integrity of the narration and the trustworthiness of the transmission. (Muhammad, 2021)

4. Ghabn

Khiyar Ghabn can be understood as a price discrepancy in a transaction, often resulting from manipulation. This discrepancy can affect both the buyer and the seller. For the buyer, it means the price paid is disproportionate to the value of the goods received, implying that the price is considered too high by experts in the field. For the seller, it refers to the price received being lower than the true value of the goods, meaning the seller feels underpaid relative to the actual worth of the item. Although this concept exists, khiyar ghabn is not widely known or accepted among scholars and the general public. The majority of scholars do not agree on its legitimacy in transactions. Only the Hanafi and Hanbali schools of thought explicitly acknowledge and implement the principle of khiyar ghabn in trade. (Mawardi, 2018)

Khiyar Ghabn refers to the right of a party in a contract to either continue or cancel the transaction if there is a discrepancy in the price of the goods being exchanged. This option, as mentioned, comes with specific conditions, such as a

significant price difference, though some scholars argue that any price difference triggers the right to *Khiyar Ghabn*. Furthermore, this right requires that both parties (seller and buyer) be unaware of the price difference. For instance, due to a lack of information, it is possible for the buyer to be deceived into paying too much for an item, or for the seller to sell at too low a price. This concept is clearly explained in the Hanafi school of thought. In the Hanbali school, the application of *Khiyar Ghabn* extends to transactions like *talaqqi rukban*, where a seller from a village is intercepted by a buyer in the city, unaware of market prices. Another example involves deceptive sales tactics used by groups or cartels, creating the illusion of overpriced goods to cheat the buyer. Lastly, *mustarsil* transactions occur when either party, whether buyer or seller, is unaware of the true price of the goods involved.

Considering the context of *Khiyar Ghabn*, it becomes highly relevant to apply this concept to modern business transactions. For instance, in e-commerce or online sales, products are often presented through digital images that can differ significantly from the actual physical items. This can lead to price discrepancies, especially when the product has no direct counterpart on the market, making it difficult for buyers to determine the fair price based on similar items. (Mawardi, 2018)

Actions classified as *fahisy ghabn* (extreme deception) refer to fraudulent practices where one party takes advantage of confidential or hidden information to deceive another party for personal gain. In the context of capital market investments, insider trading is an example of *fahisy ghabn*. Insider trading is an illegal activity where individuals use non-public, internal information to make a profit or avoid a loss in the stock market. Those engaging in insider trading benefit unfairly by exploiting confidential information, while other public investors, who do not have access to this private information, are at a disadvantage. (Umar, et al, 2024)

5. Maysir

Gambling in linguistic terms can be referred to as either *maysir* or *qimar*, but the term most frequently mentioned in the Qur'an is *maysir*. Literally, *maysir* is derived from a root word meaning "ease." Some scholars argue that *maysir* originally referred to a camel used as a betting object, which was then slaughtered, and its meat distributed—a practice prevalent during the pre-Islamic period of ignorance. From this origin, *maysir* came to be understood as a game involving dice or pawns with elements of betting. (Muhammad Syarifati & Panorama, 2022)

The Qur'an uses the term *maysir* to refer to gambling, with a linguistic analysis tracing its origin to the noun *yusr*, which means "ease." This connection underscores how gambling enables participants to quickly gain or lose wealth. The term's linguistic depth enriches its meaning, emphasizing the simplicity and accessibility of the activity. The Qur'an mentions *maysir* three times, specifically in Surah Al-Baqarah [2]:219 and Surah Al-Ma'idah [5]:90–91. These verses collectively highlight gambling as a betting-based activity, drawing attention to its ease of engagement and the financial risks it entails. (Rustriningsih & Fejrian, 2024)

6. Najsh

Tanājush/Najsh refers to the act of placing higher bids on an item by individuals who have no genuine intention of purchasing it. This practice is intended to create a false impression that there is significant interest in the item. (Margono et al., 2022) If we consider a community where all members adhere to this belief and base their transactions on it, many wrongdoings that damage economies and lead to the downfall of financial markets—such as najsh (bidding to artificially inflate prices without the intent to purchase), fraud, deceit, usury, gambling, and others—would be eliminated. (Bin et al., 2021)

Pump and Dump refers to a fraudulent securities trading activity marked by a sharp upward trend in price movements. This price increase is typically triggered by a series of large-scale share purchases, driving the price to its peak. Once the stock price reaches its highest level, the involved parties, often referred to as "bookmakers," sell off a significant volume of shares, causing a dramatic price decline. The purpose of this scheme is to secure substantial profits and later repurchase the shares at lower prices. Such activities fall under the category of tanajusy or najs in Islamic finance, which refers to artificially inflating the price of goods through bids made by parties who have no genuine intention to purchase. This practice creates the false impression of high demand, misleading others into believing the item has greater value than it actually does. Consequently, unsuspecting buyers are deceived into paying inflated prices based on manipulated perceptions of worth. (Berutu, 2020)

7. **Jahalah**

Jahalah, in its original language, comes from the phrase jahiltu asy-syai'a, meaning "I do not know something," which is the opposite of 'alimtu, meaning "I know something." Jahalah refers to actions carried out without sufficient understanding or knowledge. In the context of muamalah, it denotes ambiguity or lack of information in a transaction, which can lead to harm or unfairness to one of the parties involved. Examples: Purchasing an item without knowing its details or condition and entering into a contract without fully understanding its terms and conditions. (Irfanudin, 2023)

Imam Malik established three conditions for the application of maslahah mursalah. First, the maslahat and maqasid must align with qat'i arguments and not contradict them. Second, the maslahat must be rational and consistent with logical reasoning. Third, it should serve as a means to overcome difficulties or provide relief. Ibn al-Arabi emphasized that Imam Malik was the only scholar who extensively utilized maslahah mursalah and maqasid asy-syariah as frameworks to address legal issues. This approach aims to prevent harm or losses. For instance, jahalah is prohibited in buying and selling contracts due to the ambiguity it introduces, which may harm one of the parties involved. (Enang & Abu, 2023)

Bai' Tsunya: refers to buying and selling that involves uncertainty. For example, buying and selling food or clothing where parts of the items are excluded without clear details. Such transactions are considered invalid and prohibited because they contain elements of jahalah (uncertainty), gharar (risk), and involve taking other people's property unjustly. (Ahdi & Firmansyah, 2021) Jahalah has three levels:

- a. **Jahalah Fakhisyah:** This type of jahalah can lead to disputes. It makes the contract invalid because one of the conditions for a valid contract is that the subject of the contract must be *ma'lum* (known) in a way that prevents disputes.
- b. **Jahalah Yasirah:** This type of jahalah does not cause disputes. It is allowed, and the contract involving this type of jahalah remains valid, such as the uncertainty about the foundation of a house and other similar cases.
- c. **Jahalah Mutawassithah:** This type of jahalah is in between fakhisyah and yasirah. The scholars (*fuqaha*) have different opinions on this type of jahalah. Some consider its ruling to be the same as jahalah fakhisyah, while others consider it to be the same as jahalah yasirah.

Any jahalah that can lead to a dispute results in the invalidation of the contract. For example, if someone sells an unspecified goat from a flock, the seller might intend to give a low-quality goat, and the buyer might seek to take a high-quality one, leading to a situation where the contract becomes void (*fasad*) according to the Hanafi school. There are four forms of jahalah fakhisyah:

- a. **Jahalah related to the object of the contract:** This occurs when the object being sold is not clearly specified. For instance, if someone buys a cow on the condition that it produces a certain number of liters of milk, this condition involves *gharar* and jahalah, making the contract invalid and damaged (Al-Kasani, n.d.).
- b. **Jahalah in terms of time:** In buying and selling, the time of the transaction must be clearly known. If the time is uncertain (*majhul*), such as specifying a vague time like "when the wind blows," "when it rains," or "when harvest time comes," then the contract is considered damaged (*fasid*).
- c. **Jahalah in terms of price:** If the price in a transaction is unclear or unspecified (*majhul*), the sale is invalid. For example, if a buyer says, "I will buy this from you at a price similar to what others are paying," the transaction is considered *fasid*.
- d. **Jahalah in terms of collateral or a guarantor:** If the seller requires the buyer to bring a guarantor (*kafil*), but the *kafil* is not present at the time of the contract, the contract is invalid (*fasid*). This is because it is unclear whether the guarantor agrees to provide a guarantee. Similarly, if the seller demands collateral but the collateral is unknown (*majhul*), the contract becomes invalid, as the acceptance of the contract is dependent on knowing the collateral. Therefore, the terms of the contract, including the collateral, must be clearly defined for it to be valid. (Irfanudin, 2023).

CONCLUSION

Understanding the seven key prohibitions in Islamic trade practices—*riba* (usury), *gharar* (uncertainty), *tadlis* (deception), *maysir* (gambling), *ghabn* (exploitation), *najsh* (price manipulation), and jahalah (ignorance)—is crucial for establishing a fair and Sharia-compliant economic system. This study highlights the adverse impacts of violating these prohibitions, including economic injustice and social harm. Thus, education and awareness among Muslim business practitioners

are essential for implementing Islamic principles in economic activities, thereby achieving a balanced and blessed system.

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