

THE PRACTICE OF BUYING AND SELLING GRAPHIC DESIGNS THROUGH A HIRING SYSTEM IN THE PERSPECTIVE OF AN *ISTISNA'* CONTRACT ON THE SRIBU.COM MARKETPLACE

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Abstract

The practice of buying and selling graphic designs through the Sribu.com marketplace via a *hiring* system is a phenomenon that facilitates collaboration between clients and designers efficiently and transparently. The problem in this research is how to practice buying and selling graphic designs on the Sribu.com marketplace through the *hiring* system and how to review the *Istisna'* contract. The results of this research indicate that from an Islamic legal perspective, this transaction can be interpreted as a form of *istisna'* contract, which involves determining specifications, prices and payments based on the work that has been done. Any discrepancy between the design and the client's brief may result in the cancellation of the transaction as a valid option, taking into account the principles of fairness in dispute resolution. This practice allows the application of Islamic values and business principles in accordance with religious law in the context of the graphic design trade.

Keywords: *Akad Istishna'*, *Graphic Design*, *Islamic Economic Law*, and *Marketplace*

Abstrak

Praktik jual beli desain grafis melalui marketplace Sribu.com melalui sistem *hiring* merupakan fenomena yang memfasilitasi kolaborasi antara klien dan desainer secara efisien dan transparan. Permasalahan dalam penelitian ini adalah bagaimana Praktik Jual Beli Desain Grafis pada marketplace Sribu.com Melalui sistem *Hiring* dan Bagaimana Tinjauan *Akad istisna'*. Hasil penelitian ini menunjukkan bahwa dalam perspektif hukum Islam, transaksi ini dapat diinterpretasikan sebagai bentuk *akad istisna'*, yang melibatkan penetapan spesifikasi, harga, dan pembayaran berdasarkan kerja yang telah dilakukan. Ketidakesesuaian antara desain dan briefing klien dapat mengakibatkan pembatalan transaksi sebagai opsi yang sah, dengan memperhatikan prinsip-prinsip keadilan dalam penyelesaian sengketa. Praktik ini memungkinkan penerapan nilai-nilai Islam dan prinsip-prinsip bisnis yang sesuai dengan hukum agama dalam konteks perdagangan desain grafis.

Kata kunci: *Akad istisna', Desain Grafis, Hukum Ekonomi Islam dan Marketplace*

INTRODUCTION

Buying and selling is the most ancient practice in the world of commerce. This is because the process of buying and selling aims to fulfil the needs of humans who are unable to fulfil all needs by themselves. Therefore, it is very important for Muslims that the process of buying and selling must be based on principles that are in accordance with the norms, laws and values of syarak, which are sourced from the Quran, hadith and ijthihad of the scholars, which determine which practices are permissible, halal or forbidden.¹

In its development, the practice of buying and selling is also accompanied by the development of information technology in the modern era. That is, if previously the practice of buying and selling occurred traditionally without using technology, then in the present era, buying and selling transactions in economic activities have developed in all forms with a digital approach.² In addition, advances in information technology accompanied by various social media and the growth of marketplaces based on online buying and selling, have caused producers, distributors and consumers to utilise this technology as a forum for interaction that can be economically beneficial. One of them is the birth of a marketplace, which not only sells goods and services, but also offers various works such as graphic design.³

One market place that offers graphic design work is www.sribu.com. This marketplace is an internet-based micro-job platform. The Sribu.com website is a place for freelancers with various abilities, especially creators who want to sell their design products. In addition, this marketplace is also a place for transactions of these works between buyers and sellers who sell their work. The work process in the Sribu.com website platform is not much different from other micro-job website platforms.⁴ The sequence of the Sribu.com work process begins with the freelancer or person who provides services offering results, work specifications and any expertise they have on the Sribu.com website platform. The transaction process is based on a contract or agreement

¹ Abdullah Al Muslih, and Ash-Shawi, Translated by Abu Umar Basyir, *Fikih Ekonomi Keuangan Islam* (Cet II; Jakarta: Darul Had 2004), p 54.

² Zainal Aikin and Wira Pria Suhartana, *Introduction to Company Law* (Jakarta: Kencana, 2016).

³ Yusnedi Achmad, *Legal Aspects in Economics* (Yogyakarta: Deepublish, 2015).

⁴ Muhammad Aldrin Akbar, *E-Commerce: Basic Theory in Digital Business* (Medan: Yayasan Kita Tulis, 2020).

between the seller and the buyer. The parties determine the form of design, as well as the payment model. In addition, the buyer can also code according to his wishes. After the project or order has been completed within the agreed period of time, the buyer pays the money and the seller sends the files as ordered.⁵

In this context, the author wants to examine the legal perspective related to graphic design sales transactions on the Sribu.com platform with an *istishna'* contract approach. *Istishna'* contract is a form of contract known in Islamic economic law and is often applied by the general public. This contract is very relevant in graphic design transactions because it is a very relevant solution to solve economic problems. Many people want or need an item, but some people find it difficult due to the absence of sufficient capital to get it.

Generally, the application of *Istishna'* contracts is practiced in banks for large-scale financing such as in home ownership loans and so on. However, this contract is also often applied to buying and selling transactions of goods or services that are not yet available, or are order-based.⁶ In this context, the graphic design seller determines the price and payment varies by setting an upfront fee and paying the remaining price when the design has been completed.⁷

In addition, the price also depends on the model and difficulty of the graphic design ordered. It must be recognised that a graphic design has its own characteristics, namely uniqueness, eye-catching designs, designs that are easy to understand, understandable, continue to learn, ready to accept criticism, and continue to find inspiration. A designer must also have the attitude of being able to manage time so that the work is completed on time, be wise in determining the price in a product produced, and always provide satisfaction to each client by making a work of art/creativity within the scope of the design that has been provided such as logos, t-shirt designs, pamphlets, benner,

⁵ Pramesti Yulia, Freelance Portal Analysis, University of 17 August 1945, (Surabaya: 2020) pp. 4-10.

⁶ Anis Afifah, *Thesis Analysis of Imam Abu Hanifah's Opinion on the Time of Delivery of Goods in Istishna' Akad and its Application in Islamic Banking*, (Semarang: Walisongo State Institute of Islam, 2012), p. 24. 24.

⁷ Nabilah Anika -, Nabila Indah Chairunnisa -, and Aditya Wahyu Saputro, 'Potential Monopolistic Practices in Indonesian Islamic Bank Mergers: A Review of Islamic Economic Law and Monopoly Prohibition Law', *Lex Generalis Law Journal* 2, no. 2 (22 February 2021): 174-94, <https://doi.org/10.56370/jhlg.v2i2.22>.

invitations, stickers, advertisements, book covers, animations, illustrations, vector art, silhouettes, and photos.⁸

In practice, in ordering graphic designs on the Sribu.com *marketplace*, consumers can join by registering themselves as clients, then clients can also choose to open contestation in the form of graphic design competitions according to their needs and can also recruit (*hiring*) designers through the designers' portfolios as a consideration for consumers in choosing a designer who feels appropriate and feasible.⁹ Based on the background that the author has described above, the author wants to examine how the law of *Istishna'* sale and purchase on the practice of buying and selling graphic designs on the Sribu.com marketplace through the *hiring* system?

THEORETICAL FOUNDATION

Islam regulates a strong relationship between morals, faith, worship, and muamalah. The muamalah aspect is the rules of the game for humans in running social life, as well as the basis for building an economic system that is in accordance with Islamic values. The teaching of muamalah will restrain humans from justifying all means to seek sustenance. Muamalah teaches all ways to obtain sustenance in a halal and good way.¹⁰

To avoid *muḍarat*, everyone is required to fulfil their needs by needing each other and cannot live without transactions. This fact is what causes buying and selling transactions to occur.

A. Buying and selling in Islam

1. Definition of buying and selling

Buying and selling consists of two words, "sell" and "buy", which have different meanings. The word "sell" denotes the act of selling, while the word "buy" denotes the act of buying. In this case, the act of buying and selling occurs when one party sells and the other party buys something.¹¹ In *fiqh*, the term buying and selling is also called *al-bai'*,¹ which means selling, changing,

⁸ Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia', *Peuradeun Scientific Journal* 11, no. 2 (30 May 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

⁹ Mohamed Ali Ahdash, *Copyright in Islamic Law* (Pakistan: Islamic Texts Society, 2016).

¹⁰ Abdurrahman Al-Juzairi, *Fikih Empat Mazhab*, trans. Nabhadi Idris, 4th ed. (Jakarta: Al-Kautsar Library, 2017).

¹¹ Suhrawardi K. Lubis, *Islamic Economic Law*, Jakarta: Sinar Grafika, 2000, cet. 1, pp. 128.

and exchanging (something for something else). Lafal *al-bai'* comes from Arabic and means selling, but at the same time it also means buying.¹²

Buying and selling is also an act of exchanging goods for goods or money for goods. This is because the reason people sell or buy goods is for a need, regardless of the profit or loss. Thus, it can be said that every trade can be said to be buying and selling, but not every buying and selling can be said to be trading.¹³

Based on the definition of buying and selling above, it can be concluded that buying and selling is defined linguistically as a form of exchange. Meanwhile, in terms of buying and selling, it is a process in which a seller hands over his goods to the buyer after getting an agreement on the goods to be traded and the exchange value for the goods purchased in accordance with the provisions of Shara.¹⁴

Goods or objects can include the notion of goods and money, while the nature of the object must be assessable, namely objects that are valuable and can be justified for use according to Shara'. The object is sometimes movable (moved) and there are times when it is fixed (immovable), some can be divided, some can not be divided, there is property that has an example and there is a resemblance and others. The use of such assets is permissible as long as it is not prohibited by Shara'.

2. Legal Basis of Sale and Purchase

In general, buying and selling is an act of virtue that has been prescribed in Islam, and the law is permissible. Regarding this buying and selling transaction, it is widely mentioned in the Qur'an, hadith and consensus.

The evidence regarding buying and selling can be found in the Qur'an surah al-Baqarah verse: 275

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Meaning: Allah has justified buying and selling and forbidden usury.¹⁵

The meaning of the verse above can be understood that their words (usury eaters) and at the same time a rebuttal to themselves. That is, they say this (*Innam al-bai'u matsalu al-riba*) when in fact they know that there is a

¹² Nasrun Haroen, *Fiqh Muamalah*, Jakarta: Gaya Media Pratama, 2000, pp. 111

¹³ Ibn Mas'ud, et al., *Fiqh Madzhab Syafi'i Complete Edition Muamalat, Munakahat, Jinayat*, (Bandung: CV. Pustaka Setia, 1999), p. 22. 22.

¹⁴ Fathurrahman Djamil, *Islamic Economic Law: History, Theory, and Concepts* (Jakarta: Sinar Grafika, 2023).

¹⁵ Q.S. al-Baqarah verse: 275.

difference between buying and selling and usury. Then in Surah An-Nisa verse 29 Allah SWT says:

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

*Meaning: O you who believe, do not eat your neighbour's wealth by unlawful means, except in the form of consensual trade between you. Do not kill yourselves. Verily, Allah is Most Merciful to you.*¹⁶

This verse explains that Allah commands people not to eat other people's wealth unlawfully, including all ways of obtaining property that are not permitted or not permitted by Allah, namely prohibited by him, including by cheating, bribing, gambling, hoarding basic necessities to increase their prices, and as a leader is usury.¹⁷

So, the two verses explain that Allah SWT, allows humans to carry out buying and selling transactions to fulfil their needs. However, the practice of buying and selling must be in accordance with the methods or provisions that Allah SWT has given.¹⁸

The need for humans to conduct buying and selling transactions is very urgent, with buying and selling transactions a person is able to own other people's goods that are desired without violating the restrictions of the Shari'ah. Therefore, the practice of buying and selling carried out by humans since the time of the Prophet Muhammad PBUH, until now shows that the people have agreed on the lawfulness of buying and selling. Islam protects human rights in the ownership of their property and provides a way out for each human being to own other people's property in a predetermined way, so that in Islam the principle of trade that is regulated is the agreement of both parties, namely the seller and the buyer.¹⁹

3. The pillars and conditions of buying and selling

As one of the basics of buying and selling, the pillars and conditions are very important, because without the pillars and conditions, the sale and

¹⁶ Q.S. An-Nisa verse 29.

¹⁷ Sayyid Quthb, *Tafsir Fi Zhilalil Qur'an, Volume II*, Gema Insani, Jakarta 2001, p. 342.

¹⁸ Aikin and Suhartana, *Introduction to Company Law*.

¹⁹ Chairul Fahmi, 'The Dutch Colonial Economic Policy on Natives Land Property of Indonesia', *PETITA: Journal of Legal and Sharia Studies (PJKIHdS)* 5, no. 2 (2020): 105, <https://doi.org/10.22373/petita.v5i2.99>.

purchase is not legal. Therefore, Islam has regulated the pillars and conditions of buying and selling, among others.

a. The pillars of buying and selling

Buying and selling is considered valid if the pillars and conditions have been fulfilled. The point is, if someone is going to make a sale and purchase, it must fulfil certain conditions. The elements that cause the validity of buying and selling are fulfilled. The pillars in question can be seen from the opinion of the scholars below:

- The existence of sellers and buyers
- The existence of goods that are traded
- Sighat (ijab and qabul)²⁰

So as mentioned above, if a job does not fulfil the pillars, the job will be invalid because it is not in accordance with Shara' as well as in the case of buying and selling must fulfil these three pillars.

b. Terms of Sale and Purchase

The conditions for the validity of buying and selling according to the majority of scholars, in accordance with the pillars of buying and selling, namely related to the subject, object and ijab qabul. Apart from having pillars, al-bai' also has conditions

Firstly, the subject, namely the two parties to the sale and purchase agreement (seller and buyer) is required:

- Reasonable
- With his own will (without coercion)
- Baligh or adult
- Both parties are not wasteful

Second, regarding the object, what is meant by the object of sale and purchase is the object that is the cause of the sale and purchase agreement.

The object must fulfil the conditions:

- Sacred goods
- Can be utilised
- Belonging to the person doing the contract
- Able to hand over

B. Istiṣna Sale and Purchase' (*Bai' Al-Istiṣna*)'

Istishna is a type of transaction that is similar to the sale and purchase of salam because the goods being sold do not exist. When the transaction takes

²⁰ Rachat Syafei, *Fiqh Muamalah*, Pustaka Setia, Bandung, 2001, Cet. 4th, p., 76.

place, the maker or seller is responsible for the goods to be made. *Istishna* is defined by the fuqaha as a contract asking someone to make a certain item in a certain form or as a contract entered into with someone to make a certain item in dependence. That is, the contract is a contract to purchase goods to be made by someone. In *istishna*, raw materials and craftsmen. If the raw materials come from the customer, the contract is a lease or *ijarah buka istishna*.²¹

Thus, the object of an *istishna* contract is a manufactured item or work. If the item is made by the person ordering or requesting it, the contract is called "*ijarah*" rather than "*istishna*" because the basic materials used to make the work come from the person who made it. It is possible for an *istishna* contract to take place with the orderer's *ijab* and the orderee's *ka-bul*; in this case, the orderer functions as the consumer or buyer, and the orderee functions as the seller. Basically, an *istishna* contract is the same as a *salam* contract, but the goods that are the object of the contract are not present. However, for *istishna* contracts, the recipient or seller does not need to provide capital or down payment. In addition, the *istishna* contract does not specify when the goods are delivered.²²

According to the *Maalikis*, *Shaafa'is* and *Hanbalis*, the *istishna'* contract is valid on the basis of the permissibility of the *as-salam* contract. They equate the *istishna'* contract with *bai' as-salam* because both ordered goods are not yet in the hands of the seller when the contract is signed. In addition, *istishna'* contracts have become the custom of mankind in transactions ('*urf*). Therefore, in *istishna'* contracts, the conditions as mentioned in *bai' as-salam* apply.

C. *Khiyar* and the End of the Contract

Khiyar can be defined as a decision. Scholars in economics are familiar with the definition of *khiyar* when there are issues relating to civil law transactions. The concept of *khiyar* allows everyone to have the right to question the transaction being carried out. In terms of terms, Sayyid Sabiq says

²¹ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu, Laws of Financial Transactions, Sale and Purchase Transactions, Insurance, Khiyar, Types of Sale and Purchase Agreements, Ijarah (Rental) Agreements*, (Jakarta: Gema Insani, 2011), p.268.

²² Rachmat Syafii, *Fikih Muamalah for UIN* (Bandung: Pustaka Setia, 2006).

that *khiyar* is a struggle for the benefit of resolving two issues: continuing or cancelling the transaction.²³

The right of *khiyar* in buying and selling is the right to choose to cancel or continue the transaction. And *khiyar*, as defined in Islamic economic law, is the right of a consumer to choose to continue or cancel a sale and purchase contract. This is done to prevent loss during the transaction. In conducting transactions, *khiyar* is necessary to safeguard the interests and willingness of both contracting parties and to protect them from harm that may cause them loss.²⁴

The *khiyar* terminates if any of the following occurs:

1. When the contract has a grace period, the contract can expire.
2. If the contract is binding, it can be cancelled by the parties involved in the contract.
3. A binding contract comes to an end when it is invalid, there are *khiyar* conditions and *khiyar aib*, the contract is not performed by the parties involved and the intention of the contract has been fulfilled.
4. One of the contracting parties passed away.

The concept of *khiyar* has the wisdom that it will help the parties to the transaction, maintain harmony, create good human relations, and foster love and compassion for all people. If someone has already bought something, and the item disappoints them, they will regret it, which can lead to anger, malice, resentment, disputes, and other bad deeds prohibited by religion. The purpose of Shariah is to protect people from such evils. Hence, Islamic law establishes the right of *khiyar* to protect the safety, harmony and harmony in human relations.²⁵

RESEARCH METHODS

²³ Sayyid Sabiq, *Fikih Sunnah Volume 5, Tahkik & Takhrij: Muhammad Nasiruddin Al Albani*, (Cakrawala Publishing 2008.) p.209.

²⁴ Orin Oktasari, *Al-Khiyar and its Implementation in Online Buying and Selling*, Journal of Aghinya Stiesnu Bengkulu, Volume 4, 2021.

²⁵ Hamzah Ya'qub, *The Code of Ethics of Trade According to Islam (Patterns of Life Development in Economics)*, (Bandung: CV.Diponegoro, 1992), p. 101. 101.

The approach that the author uses in this research is a qualitative empirical juridical approach.²⁶ This research is studied normatively by studying and examining the scope and related material through the norms contained in Islamic teachings in the form of the Al-Quran, hadith, books on Islamic economics, books on intellectual property rights, MUI fatwas, fiqh books, and laws on intellectual property rights that apply, which explain about buying and selling using *istisna* contracts.

The type of research used by the author is descriptive qualitative which is a systematic description of the facts that exist accurately and factually from various sources to then be carefully analysed in order to obtain results as conclusions from the study of the Analysis of the Practice of Selling and Buying Graphic Designs on the Sribu.com Marketplace Through the *Hiring* System in the Perspective of *istisna 'Akad*.

In writing this thesis, two data sources were obtained, namely primary data and secondary data. Primary data includes data obtained by field research, while secondary data is data obtained from reading or literature sourced from the library, in the form of processed reading material that can support primary data. The author uses library research and field research methods.

The data collection technique that the author uses is interview. In this study, the authors used the interview method by interviewing 3 (three) designers. From the data collection techniques that the author uses, this interview research uses instruments including: paper, pens and mobile phones to record and record the information conveyed by the interviewees so that the research process runs well.

After all the data needed about the Practice of Buying and Selling Graphic Designs on the Sribu.com Marketplace through the *Hiring* System in the Perspective of *Akad istisna' is* collected and presented, then the author will carry out data processing. All data obtained will be classified by grouping and sorting it based on the purpose of each question in order to provide a detailed description that will involve various findings. Then the classified data is analysed with descriptive methods so that it is easy to understand and obtain objective validity from the research results. Furthermore, the final stage of data management is drawing conclusions. After all the data is presented, the problem that is the object of research can be understood and then conclusions are drawn which are the results of the research.

²⁶ Muhammad Siddiq-Armia, *Determining Legal Research Methods and Approaches*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

RESULTS AND DISCUSSION

A. The Practice of Buying and Selling Graphic Designs on the Sribu.com Marketplace Through the *Hiring* System

Sribu.com is an innovative platform that facilitates the meeting between clients who need graphic design and talented designers. Within the Sribu ecosystem, clients can upload their project briefs with clear details of what they want, from logos to website designs, and even marketing campaigns. Using a contest approach, Sribu allows designers to submit their design proposals in a competitive manner. This results in a variety of options for clients, who can choose the design that best suits their vision and needs.²⁷

One of Sribu's key advantages is its extensive access to a network of talented designers from various design backgrounds and styles. This ensures that clients can choose the designer that best suits their project, whether it is for a creative, corporate or product-specific design. By facilitating direct communication between clients and designers, Sribu enables effective collaboration and ensures that the end result meets expectations.²⁸

In addition, Sribu offers great flexibility in terms of budget and time. Clients can set a budget that suits their needs, allowing them to control the cost of their design project without compromising on quality. The contest process also allows for the delivery of designs in a relatively short period of time, speeding up the project development process and allowing clients to immediately use the designs for their purposes.²⁹

As such, Sribu.com is not only an efficient and innovative graphic design platform, but also a very useful tool for clients who value quality, speed and flexibility in achieving their design goals. In an ever-changing and fast-paced world, Sribu is a reliable partner in fulfilling graphic design needs in an effective and efficient manner.

The practice of buying and selling graphic designs on the Sribu.com website through the *hiring* system is a highly structured process that takes place

²⁷ Sribu.com is an online platform that provides graphic design, branding and online marketing services. Through Sribu.com, users can get the graphic design they need. Sribu.com has become one of Indonesia's leading platforms in the graphic design industry.

²⁸ Abdul R Saliman, *Business Law for Companies Theory and Case Examples* (Jakarta: Kencana, 2020).

²⁹ Nevey Varida Ariani, 'Enforcement of Law of Copyright Infringement and Forgery with the Rise of the Digital Music Industry', *De Jure Journal of Legal Research* 21, no. 2 (2021), <http://dx.doi.org/10.30641/dejure.2021.V21.223-236>.

in several stages that focus on providing design solutions that suit the client's needs. This practice allows clients to obtain a design solution that suits their needs through direct collaboration with the chosen designer. The process begins when a client submits a specific design project with very complete details, such as project objectives, design style preferences, and intended target audience. This information submitted by the client becomes the foundation for the designers listed on the platform to assess whether they have the appropriate expertise and experience for the project.³⁰

After the client submits his project description, Sribu.com facilitates project bidding to the thousands of designers active on the platform. These designers then submit their design proposals, which include a portfolio of their work, their approach to the project, and an estimated cost to complete the project. Clients have the freedom to review these proposals and choose the designer they deem best suited to their needs and preferences.

Once a designer is selected, the client and designer will begin working together directly to develop the desired design. This collaborative process involves various iterations, feedback, and design changes as needed to match the client's vision. The client has the opportunity to provide suggestions and direction to the designer throughout this process, thus ensuring that the final design matches their expectations.³¹

Once the design is finalised and approved by the client, payment will be made to the designer according to the agreement made earlier. Sribu.com acts as an intermediary in this payment process, ensuring that the transaction goes smoothly and the designer receives proper compensation for his/her work. Thus, through the *hiring* system, Sribu.com makes it easy for clients to get high-quality design solutions that suit their needs, while designers have the opportunity to showcase their creativity and expertise in diverse projects.³²

Although the practice of buying and selling designs through the *hiring* system at Sribu.com offers various benefits, it can also pose several challenges. One of them is the issue of the quality of the designs produced. Although there are many other designers who are highly experienced, not all of the designs submitted meet the quality standards expected by the client. This can lead to client dissatisfaction and make the design selection process more complicated.

³⁰ Interview with Syauqi, Banda Aceh, 23 March 2024.

³¹ Ibid.

³² Chairul Fahmi, *INDONESIAN TRADE LAW* (Banda Aceh: Bandar Publishing, 2023), <https://bandarpublishing.com/hukum-dagang-indonesia/>.

To overcome these challenges, Sribu.com can improve monitoring and feedback mechanisms, increase transparency in the assessment process, and provide opportunities for clients and designers to provide constructive input and suggestions. Thus, the practice of buying and selling graphic designs through hiring designers on the Sribu.com website can be more effective and efficient, and provide greater benefits for both parties.

Client dissatisfaction with the designs provided by designers on the Sribu.com website can be a significant problem in the practice of buying and selling online designs. One of the main factors leading to this dissatisfaction is the gap between the client's expectations and the final design deliverables. Although the client has delivered a clear and detailed brief of their needs, sometimes the designer does not fully understand or interpret the brief correctly. This can result in a design that does not match expectations or does not fulfil the client's specific needs.³³

In addition, the difference in aesthetic perception between the client and the designer can also be a cause of dissatisfaction. The designer may have a certain style or design preference that differs from the client, which causes the resulting design to not match the client's taste or vision. Communication issues can also exacerbate this dissatisfaction. When communication between the client and designer is not smooth or effective, it can result in misunderstandings or incorrect interpretations, ultimately affecting the final design outcome.

Another challenge is the dissatisfaction that arises from differences in design quality standards. While Sribu.com provides access to a wide range of designers with varying levels of skill and experience, not all designers have the same ability or expertise in producing quality designs. Some designers may be more skilled or experienced than others, and this may affect the quality of the designs produced. Client dissatisfaction can also arise if the designer does not pay attention to detail or does not pay enough attention to the client's specific needs.

To address client dissatisfaction with the designs provided by designers on the Sribu.com website, certain steps can be taken. Firstly, it is important to improve the communication process between clients and designers, so that both parties have the same understanding of design needs and expectations. Next, Sribu.com can improve the monitoring and feedback of the submitted designs, so that designers can make necessary improvements or adjustments

³³ Interview with Arifin, Banda Aceh, 17 April 2024.

according to client feedback. In addition, providing more resources and guidance for designers to understand client needs and develop their design skills can also help improve the quality of designs produced. By taking these steps, it is hoped that the level of client dissatisfaction can be reduced, and the experience of buying and selling designs on Sribu.com can become more positive and satisfying for all parties involved.

B. Review of *Istisna'* Akad on the Sale and Purchase of Graphic Designs at Sribu.com Marketplace

Buying and selling designs on the Sribu.com website, like buying and selling activities in general, can be seen from the perspective of Islamic law or sharia. In Islam, the principles of ethics and fairness in business transactions are very important. Basically, buying and selling designs on Sribu.com does not contradict the principles of sharia, as long as it is done by paying attention to certain aspects.³⁴

First of all, the sale and purchase transaction must be carried out with the principle of mutual consent and fairness between the two parties. This means that both the client and the designer must agree on the terms and prices set in the design project. Secondly, the transaction should be done with transparency and honesty. The client must provide clear and accurate information in their project brief, while the designer must deliver a design that meets the client's expectations and fulfils the promised standards.

Thirdly, in the sale and purchase of designs, payment must be made on the basis of completed work. This means that payment should be in accordance with the agreed work progress and design quality. This ensures that the designer is rewarded according to his or her effort and quality of work, in accordance with the principle of "payment for labour".

In addition, buying and selling designs on Sribu.com can also be seen as a means to create added value and contribute to the economy. In Islam, economic activities that earn halal profits and provide benefits to the general public are encouraged.

However, there are several aspects that need to be considered so that buying and selling designs on Sribu.com is in accordance with Islamic principles. One of them is the issue of design content that may involve things that are forbidden in Islam, such as inappropriate images or the promotion of

³⁴ Dr H. Ahmad Azhar Basyir, "Business Law in Islamic Perspective," pp. 145-147.

haram goods or services. Clients and designers need to ensure that the designs created do not violate Islamic moral and ethical principles.³⁵

Overall, buying and selling designs on the Sribu.com website, if done with due regard to the principles of fairness, transparency and honesty taught in Islam, can be considered an economic activity that is in accordance with Islamic values. By ensuring that transactions are conducted with these principles in mind, we can conduct business with blessings and earn profits that are halal in the eyes of Islam.³⁶

In the context of buying and selling graphic designs at Sribu.com, the *istisna'* contract can be applied in the design development process. For example, when a client uploads their project brief, they are essentially ordering a design that does not currently exist. The design will be created by the designer after the *istisna'* contract has taken place between the client and the designer. In this case, the design requested by the client does not yet exist when the *istisna'* contract takes place, so the principles of the *istisna'* contract can be applied.

Furthermore, an important aspect of the *istisna'* contract is the determination of the specifications and price at the beginning of the transaction. This is similar to the process at Sribu.com, where the client and designer agree on the desired design specifications and the price to be paid before the design is created. The client provides a clear and detailed description of the project through a brief, while the designer offers a design proposal at a certain price. Once an agreement is reached, the designer starts working to create the design according to the specifications that have been set.

Then, in an *istisna'* contract, payment is usually made in stages as the work progresses or the design is completed. This reflects the payment practice at Sribu.com, where clients pay designers based on the progress of the work or certain stages in the development of the design. The payment provided by the client to the designer must be in accordance with the work progress that has been achieved and the agreed design quality.³⁷

Thus, it can be concluded that the concept of *istisna'* contract in Islamic law has relevance to the practice of buying and selling graphic designs on the Sribu.com website, especially in terms of creating designs that do not currently exist and setting specifications and prices at the beginning of the transaction.

³⁵ Islamic Economics and Finance Pedia, 'Islam Forbids the Violation of Copyrights and Laws Regarding Intellectual Property - Islamic Economics & Finance Pedia', 2021, <https://www.iefpedia.com/english/?p=2923>.

³⁶ Muhammad Akram Khan, "Islamic Finance: Principles and Practice," pp. 100-101.

³⁷ Ariani, 'Enforcement of Law of Copyright Infringement and Forgery with the Rise of the Digital Music Industry'.

By paying attention to the principles of the *istisna'* contract, the sale and purchase of designs at Sribu.com can be carried out in accordance with Islamic values.³⁸

In the context of the *istisna'* contract with the sale and purchase of graphic designs on the Sribu.com website, when there is a discrepancy between the design created and the briefing provided by the client, the question of whether or not the transaction can be cancelled requires a careful understanding of the principles of Islamic law. In Islamic law, the cancellation of a transaction is usually related to a defect in the contract or a significant dissatisfaction of one of the parties.

First of all, if there is a discrepancy between the design created and the briefing provided by the client, the first step to take is to try to resolve the issue through communication and negotiation between the client and the designer. In Islam, it is important to emphasise the importance of resolving issues peacefully and through deliberation, in accordance with the teachings of the religion.

However, if attempts to resolve through negotiation are unfruitful and the discrepancy is considered a significant defect in the contract, then cancellation of the transaction may be a valid option. A defect in the contract can occur if one of the parties breaches the agreed terms, such as not fulfilling the specifications set out in the briefing.

In terms of cancelling a transaction, it is important to pay attention to the procedures that have been established in Islamic law. The cancellation of the transaction must be done lawfully and in accordance with the principles of justice. For example, if the cancellation of the transaction will result in significant losses for one of the parties, then that party may be entitled to seek compensation or reimbursement for the losses that have been suffered.

Thus, the graphic design sale and purchase transaction on the Sribu.com website may be cancelled if there is a discrepancy with the briefing depending on whether the discrepancy is considered a significant defect in the contract. The cancellation of the transaction must be done by taking into account the principles of justice and in accordance with the procedures set out in Islamic law. Deliberative and amicable problem-solving efforts should be prioritised in order to reach a fair and mutually satisfactory solution for both parties.

³⁸ Ahmad Sarji Abdul Hamid, "Legal Aspects in Contemporary Muamalat Agreements," pp. 80-82

CONCLUSIONS

The practice of buying and selling graphic designs on the Sribu.com marketplace through the *hiring* system involves a process where clients can choose and hire designers according to their needs through the platform. The interaction between clients and designers occurs through an online communication process, where clients provide their project brief and designers send design proposals in response. Through this system, Sribu.com facilitates collaboration between clients and designers in an efficient and transparent manner, allowing clients to obtain designs that suit their needs while designers have access to diverse job opportunities.

The review of the *istisna'* contract on the practice of buying and selling graphic designs on the Sribu.com marketplace through the *hiring* system shows that the transaction can be interpreted as a form of *istisna'* contract in Islamic law, especially in terms of determining specifications, prices, and payments based on the work that has been done. In addition, in the event of a mismatch between the design created and the briefing provided by the client, cancellation of the transaction can be considered a valid option, taking into account the principles of justice in dispute resolution. Thus, the practice of buying and selling graphic designs at Sribu.com can be carried out by taking into account Islamic values and business principles that are in accordance with religious law.

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