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Consumer Protection in Islamic Law: A Thematic Hadith Analysis of Khiyar and Its Contextualization in the Digital Era

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A B S T R A C T

This study aims to analyze hadiths on khiyar as a basis for consumer protection in Islamic law and examine their relevance to digital transactions. The study employs a normative legal method with a descriptive-analytical qualitative approach through library research. The data are drawn from hadiths on khiyar in hadith collections and relevant fiqh literature. The analysis involves tracing hadith sources (takhrij), examining their wording and key vocabulary (mufradat al-hadith), and analyzing the concepts and types of khiyar in Islamic commercial jurisprudence (fiqh muamalah). The findings show that the hadiths reported in Sahih al-Bukhari No. 2112 and Sahih Muslim No. 1531 explain the right of choice in sales transactions and the circumstances under which a contract becomes binding. Fiqh literature also reveals differences among scholars regarding the rules governing khiyar, particularly its time limits and application. In the digital context, the principles of khiyar are conceptually relevant to order cancellation features and return policies, particularly in promoting transparency, fairness, and the protection of consumer rights. However, their application requires consideration of the characteristics of digital transactions, fiqh principles, and applicable regulations. This study concludes that khiyar can serve as a normative foundation for examining digital consumer protection from the perspective of Islamic law.

Keywords: khiyar; islamic law; thematic hadith analysis; consumer protection; digital transactions.

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Introduction

In Islamic law, economic activities or muamalah are not solely intended to fulfill material needs but must also adhere to the principles of Sharia. Fair transactions require honesty (al-sidq), transparency (al-bayan) (Sofyan & Teti, 2021), and the mutual consent of both parties (an-taradi). These principles are consistent with the prohibition against acquiring wealth through unlawful means, except through trade based on mutual agreement. One legal instrument that supports these principles is khiyar, which refers to the right of transacting parties

to proceed with or cancel a contract under certain conditions. This right allows parties to reconsider their transaction decisions and reduce the potential for loss (Rasyid, 2020). The normative basis for discussing khiyar is found in several hadiths of the Prophet Muhammad, including the hadith narrated by Ibn Umar and recorded in Sahih al-Bukhari. Hadiths concerning the right of choice in sales transactions provide an important foundation for examining the relationship between Sharia provisions and the protection of the parties' rights (Faza, 2018).

Discussions of khiyar have developed extensively in classical fiqh literature, particularly regarding its types, conditions, and the circumstances under which the right of choice expires. One issue concerns the meaning of tafarruq, which refers to the separation of contracting parties and serves, in fiqh discussions, as the point at which khiyar al-majlis ends (Hasanah et al., 2019). The development of digital transactions has introduced new challenges because sellers and buyers can conclude contracts without meeting physically. This situation has prompted discussions about applying the concept of the contractual session (majlis al-'aqd) in virtual environments and electronic communication (Aulia et al., 2024). At the same time, return policies and cooling-off periods in consumer protection systems demonstrate the importance of allowing consumers, under certain conditions, to reconsider their transaction decisions (Zhu et al., 2023). Addressing these issues from the perspective of Islamic law requires an adequate analysis of the application of khiyar, supported by hadith research, including source tracing and the assessment of narration authenticity through the takhrij method (Derlan & Askar, 2024).

Previous studies have examined khiyar and digital consumer protection from various perspectives. Research on khiyar al-majlis in face-to-face and remote transactions has focused on determining when the contractual session ends (Rahman et al., 2017). Studies on escrow mechanisms in Indonesian marketplaces have emphasized accountability and consumer protection (Yusuf et al., 2026). Research from the perspective of maqasid al-shariah has highlighted the role of khiyar in promoting justice and protecting consumers (Wijaya et al., 2023). Other studies have examined the application of khiyar al-majlis in electronic contracts (Muhammad et al., 2024) and consumer protection in Shopee transactions through product returns, refunds, and the application of khiyar under Islamic law (Fadlurrahman and Fikrianihayah, 2022). Related research has also emphasized the importance of ethical and moral considerations in digital consumer protection (Wibowo, 2024). Overall, these studies have addressed khiyar and consumer protection in terms of fiqh, transaction mechanisms, and digital commerce practices. However, further research is needed to integrate the hadith foundations, sanad and matan analysis, and the perspectives of the four major Islamic legal schools to explain the relevance of khiyar to digital consumer protection.

Discussions of khiyar must consider the hadith evidence and the reliability of its transmission to ensure that the legal foundations are adequately substantiated (Indriati, 2016). The transmission chain involving Qutaibah ibn Sa'id must also be examined within a comprehensive sanad analysis (Maulasa & Suleman, 2019). The findings from sanad and matan analysis can then be used to examine the legal implications of the hadith and its relevance to contemporary transaction issues (Ali, 2024). Accordingly, this study addresses two research questions: What is the authenticity and substantive content of the hadith concerning khiyar based on the takhrij method? How can the principles of khiyar contained in the hadith be contextualized to support consumer protection in digital transactions?

The novelty of this study lies in integrating hadith sanad and matan analysis, a comparison of the views of the four major Islamic legal schools, and the contextualization of khiyar in digital consumer protection. This contextualization draws on the concept of information asymmetry to analyze situations in which consumers have less information than sellers. This perspective helps explain the relevance of information transparency and the right of choice in digital transactions. Thus, rather than examining hadith authenticity and fiqh provisions separately, this study investigates how they relate to contemporary consumer protection issues.

This study aims to analyze hadiths concerning khiyar using the takhrij method, including tracing hadith sources, identifying narrators, examining sanad, and analyzing matan. It also compares the views of the four major Islamic legal schools on khiyar and examines their relevance to consumer protection in digital transactions. The findings are expected to clarify the status of the hadith evidence and the contribution of khiyar principles to consumer protection under Islamic law.

Research Method

This study employs normative legal research based on library research, using hadith analysis and a comparative approach. Library research involves examining theories, findings, and previous research materials that serve as the foundation for a study (Siregar and Harahap, 2019). This study examines hadiths concerning khiyar as a normative basis for consumer protection in Islamic law. A descriptive qualitative analysis is conducted to assess the reliability of hadith transmission, the content of the matan, the views of the four major Islamic legal schools on khiyar, and its relevance to digital transactions.

The primary data consist of hadith texts concerning khiyar, traced through hadith collections, particularly Sahih al-Bukhari and Sahih Muslim. These primary sources are used to identify the wording of the hadiths, their narrators, and the chains of transmission relevant to the research topic. Secondary sources include

hadith commentaries, hadith studies literature, fiqh works from the four major Islamic legal schools, and scholarly articles addressing consumer protection, information asymmetry, and digital transactions. Secondary data refer to materials obtained through intermediary sources or existing works relevant to the focus of the study (Ahmad et al., 2024).

Data are collected through library research by tracing hadith sources, recording variations in wording, and identifying chains of transmission and their narrators. Information on the rules governing khiyar is gathered from fiqh literature representing the four major Islamic legal schools, while information on digital consumer protection is obtained from relevant scholarly literature. All data are classified into three main areas of inquiry: hadith authenticity, fiqh provisions concerning khiyar, and the application of these principles to digital consumer protection.

Data analysis involves systematically organizing and examining data to derive research findings (Nasution and Junaidi, 2024). In this study, the analysis proceeds through four stages. First, takhrij al-hadith is conducted to identify hadith sources, trace transmission chains, and compare variations in wording. Second, sanad and matan analysis examines the continuity of transmission chains, the credibility of narrators based on hadith scholarship, and the content of the matan through comparisons with relevant narrations. Third, a comparative analysis examines the views of the four major Islamic legal schools regarding the types, conditions, and limits of khiyar. Fourth, the findings from the hadith and fiqh analyses are contextualized within digital consumer protection, particularly regarding information transparency, the conformity of products with their descriptions, and the right to cancel transactions or return goods under relevant circumstances. The concept of information asymmetry serves as an analytical framework for understanding information imbalances between sellers and consumers. The findings from each stage are then integrated to explain the relevance of khiyar principles to consumer protection in digital transactions under Islamic law.

Results and Discussion

Hadith on Khiyar: Textual Variants, Takhrij, and Mufradat Analysis

In hadith studies, khiyar refers to the right of choice granted to parties involved in a sales transaction in accordance with applicable provisions. To understand the hadith foundations of this concept, the discussion begins by tracing the sources and transmission chains through takhrij, followed by an analysis of the hadith wording and key vocabulary in the matan. Takhrij helps identify hadith sources and trace their connections with related narrations that serve as a basis for Islamic legal discussions (Holijah, 1970). Hadiths concerning khiyar are

reported in Sahih al-Bukhari, No. 2112, and Sahih Muslim, No. 1531 (Derlan & Askar, 2024). Both narrations explain the right of choice in sales transactions, although their textual differences require consideration when examining the meaning of the matan.

In Sahih al-Bukhari, No. 2112, the hadith concerning khiyar is narrated through Qutaibah, al-Layth, Nafi', and Abdullah ibn Umar, as follows:

حَدَّثَنَا قُتَيْبَةُ حَدَّثَنَا اللَّيْثُ عَنْ نَافِعٍ عَنْ ابْنِ عُمَرَ رَضِيَ اللَّهُ عَنْهُمَا عَنْ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنَّهُ قَالَ: إِذَا تَبَايَعَ الرَّجُلَانِ فَكُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا وَكَانَا جَمِيعًا أَوْ يُخَيِّرُ أَحَدُهُمَا الْآخَرَ فَتَبَايَعَا عَلَى ذَلِكَ فَقَدْ وَجَبَ الْبَيْعُ وَإِنْ تَفَرَّقَا بَعْدَ أَنْ يَتَبَايَعَا وَلَمْ يَتْرُكْ وَاحِدٌ مِنْهُمَا الْبَيْعَ فَقَدْ وَجَبَ الْبَيْعُ

> Translation: Qutaibah ibn Sa'id narrated to us, saying that al-Layth narrated to us, from Nafi', from Abdullah ibn Umar (may Allah be pleased with them both), from the Messenger of Allah (peace and blessings be upon him), who said: "When two people enter into a sale, each of them has the right of choice (khiyar) as long as they have not separated, while they are still together, or until one of them gives the other the choice. If one gives the other the choice and they proceed with the sale on that basis, the sale becomes binding. Likewise, if they separate after concluding the sale and neither of them abandons the transaction, the sale becomes binding"

In addition to its narration by al-Bukhari, the hadith concerning khiyar is also recorded in Sahih Muslim, No. 1531, with a shorter wording, as follows:

وحدثنا يحيى بن يحيى، قال قرأت على مالك عن نافع، عن عبد الله بن عمر، أن رسول الله صلى الله عليه وسلم قال: الْبَيِّعَانِ كُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ عَلَى صَاحِبِهِ مَا لَمْ يَتَفَرَّقَا إِلَّا بَيْعَ الْخِيَارِ

> Translation: Yahya ibn Yahya narrated to us, saying, "I read it to Malik, from Nafi', from Abdullah ibn Umar, that the Messenger of Allah (peace and blessings be upon him) said: 'The two parties to a sale each have the right of choice regarding the other as long as they have not separated, except in a sale in which the right of choice has been stipulated"

Both versions share the principle that parties to a transaction have the right to choose whether to proceed with or cancel a sale. However, al-Bukhari's narration provides a more detailed explanation of the circumstances under which a sale becomes binding, both when one party gives the other a choice and when the parties separate without cancelling the transaction. Muslim's wording, by contrast, emphasizes the right of choice while the parties have not separated and mentions an exception concerning bay' al-khiyar. These differences are important because understanding a hadith requires more than relying on its translation; it also involves considering its textual structure and scholarly interpretations of its legal implications.

From a takhrij perspective, the hadith examined in this study appears in Sahih al-Bukhari, Kitab al-Buyu', in the chapter entitled Idha Khayyara Ahaduhuma al-Akhara Ba'da al-Bay' Faqad Wajaba al-Bay', under Hadith No. 2112, as cited in this manuscript (Novita et al., 2022). Related narrations concerning khiyar also appear in several other chapters of Sahih al-Bukhari, including Nos. 2107, 2109, 2111, 2112, 2113, and 2116, which address the right of choice and the rules governing sales transactions. Meanwhile, the hadith on khiyar in Sahih Muslim appears in Kitab al-Buyu', No. 1531, in the discussion of the right of choice granted to both parties to a transaction.

Related narrations concerning khiyar are also recorded in other hadith collections, including Sunan Abi Dawud, Nos. 3454-3455; Jami' al-Tirmidhi, No. 1245; Sunan al-Nasa'i, within the range of Nos. 4465-4480; and Sunan Ibn Majah, No. 2181. Tracing these sources helps establish the distribution of narrations related to khiyar. Nevertheless, the presence of a hadith in several collections does not, by itself, demonstrate that all its transmission chains have been examined comprehensively. Therefore, hadith numbers, chapter titles, textual variants, and transmission chains must be cross-checked against the editions or hadith databases used to ensure that the takhrij is academically verifiable.

To examine the meaning of the matan in greater depth, mufradat analysis is necessary to clarify the vocabulary directly related to the right of choice and the binding nature of a contract. The word al-rajulani (الرَّجُلَانِ) literally means "two men." In the context of the hadith, it refers to the two parties involved in a transaction, namely the seller and the buyer. Thus, the discussion of the right of choice in this hadith concerns both parties to a sale (Hadi, 2020).

The phrase ma lam yatafarraqa (مَا لَمْ يَتَفَرَّقَا) means "as long as the two have not separated." This phrase relates to the concept of khiyar al-majlis, the right of choice associated with the parties' presence in the transaction session. The meaning of separation and its relationship to the termination of this right are among the issues discussed in fiqh. Accordingly, interpreting this phrase requires consideration of scholarly explanations and differences of opinion concerning the rules governing khiyar (Santoso, 2012).

The word yukhayyiru (يُخَيِّرُ), meanwhile, means "to give another party a choice." In al-Bukhari's version, it describes one party giving the other an opportunity to decide whether to proceed with the transaction. This meaning is related to the concept of takhyir, which refers to granting a choice within a sales contract (Mughits, 2017). The phrase wajaba al-bay' (وَجَبَ الْبَيْعُ) can be understood as indicating that a sale has become established or binding. In the context of the hadith, it refers to the point at which a transaction becomes binding under the circumstances described in the narration. Its legal application, however, must still

take into account fiqh provisions concerning the types of khiyar and the recognized grounds for cancelling a transaction (Darwis & Bilondatu, 2021).

The word yatruku (يَتْرُكْ) means "to abandon" or "not to continue." In al-Bukhari's hadith, it appears in the passage describing a situation in which both parties separate after completing a transaction without either party cancelling the sale. This meaning clarifies the relationship between the termination of the right of choice under the circumstances specified in the hadith and the binding status of the transaction.

Based on this discussion, the hadith on khiyar contains several key elements: the existence of two transacting parties, the right to choose, the granting of a choice to the other party, and the circumstances under which a sale becomes binding. These elements provide a basis for understanding khiyar as a mechanism for protecting the rights of parties in sales transactions. In the context of digital consumer protection, these principles can inform analyses of consumer choice, transaction cancellation, information transparency, and product returns. However, digital mechanisms cannot automatically be equated with the forms of khiyar established in fiqh without considering the characteristics of the transaction, applicable laws, and relevant fiqh perspectives.

Khiyar in Islamic Commercial Jurisprudence: Concepts, Types, and Contemporary Relevance.

Khiyar is an important concept in Islamic commercial jurisprudence (fiqh muamalah) that is closely related to sales contracts. Accordingly, discussions of khiyar frequently appear in the chapters on sales in hadith collections because the concept concerns the rights of contracting parties to decide whether to proceed with or cancel a transaction (Hardiati et al., 2024). Discussions of khiyar cover its definition, legal basis, types, and rules of application in transactions. Understanding this concept is important for explaining how fiqh muamalah protects the parties involved in a transaction while safeguarding their welfare and interests in commercial activities.

Linguistically, the word khiyar (خيار) is associated with the root khara–yakhiru–khairan (خَارَ – يَخِيْرُ – خَيْرًا), which relates to choosing or seeking the best option. The term is also semantically connected to al-khair (الخير), meaning goodness (Badali, 2023). Conceptually, this meaning indicates that khiyar gives transacting parties the opportunity to choose the option they consider best and most beneficial to their interests. Thus, khiyar is not limited to the decision to proceed with or cancel a sale; it also serves to protect the interests of the parties involved in a contract.

In technical terms, Muhammad ibn Ismail al-Kahlani defines khiyar as follows:

الْخِيَارُ وَهُوَ طَلَبُ خَيْرِ الْأَمْرَيْنِ مِنَ إِمْضَاءِ الْبَيْعِ أَوْ فَسْخِهِ

Khiyar refers to choosing the better of two alternatives: proceeding with a sale or rescinding it (Indriati, 2016). Similarly, Sayyid Sabiq defines khiyar as follows:

الْخِيَارُ هُوَ طَلَبُ خَيْرِ الْأَمْرَيْنِ مِنَ الْإِمْضَاءِ أَوِ الْإِلْغَاءِ

According to Sayyid Sabiq, khiyar means choosing the better of two options: continuing a contract or cancelling it (Hamid, 2023). Both definitions emphasize the right to determine whether a transaction should proceed based on the options available to the contracting parties.

Meanwhile, Wahbah al-Zuhayli explains khiyar as follows:

وَمَعْنَى الْخِيَارِ: أَنْ يَكُونَ لِلْمُتَعَاقِدِ الْخِيَارَ بَيْنَ إِمْضَاءِ الْعَقْدِ وَعَدَمِ امْضَائِهِ بِفَسْخِهِ إِنْ كَانَ الْأَمْرُ أَمْرَ خِيَارِ شَرْطٍ أَوْرُؤْيَةٍ أَوْ عَيْبٍ، أَوْ أَنْ يَخْتَارَ أَحَدَ الْمَبِيعَيْنِ إِنْ كَانَ الْأَمْرُ أَمْرَ خِيَارِ التَّعْيِينِ.

According to this definition, khiyar grants a contracting party the right to choose between proceeding with a contract and rescinding it. This right may relate to khiyar syarat (the option based on a stipulated condition), khiyar ru'yah (the option upon inspection), and khiyar aib (the option due to a defect). In khiyar ta'yin, the party is entitled to select one item from among the alternatives offered in the transaction (Basyariah, 2022). Based on these definitions, khiyar can be understood as the right to proceed with or cancel a sale on grounds recognized under Islamic jurisprudence. This right aims to promote the welfare of both parties and reduce the likelihood of regret after a contract has been concluded. It gives the parties an opportunity to reconsider a transaction in light of the circumstances that justify the exercise of that right (Jamilah & Firmansyah, 2019; Harahap & Tanjung, 2022).

In fiqh muamalah, khiyar encompasses several types, including khiyar majlis, khiyar syarat, khiyar aib, and khiyar ru'yah. Each type has different grounds, conditions, and areas of application. These distinctions indicate that the right of choice in sales does not apply uniformly but depends on the circumstances of the transaction and the legal basis governing it.

Khiyar majlis refers to the right of choice available to the parties while they remain in the contractual session, as discussed in studies of the different types of khiyar (Hasanah et al., 2019). Linguistically, majlis is related to the word jalasa (جَلَسَ), meaning "to sit," while majlis (مَجْلِس) refers to a place where a gathering takes place. In the context of a contract, the majlis is understood as the setting in which the parties remain from the beginning of the transaction until the contract is completed in accordance with the applicable rules (Riyadi, 2019; Suhaimi et al., 2021). Accordingly, the contractual session refers to the setting in which the parties interact during a transaction, which, in fiqh discussions, is associated with their presence throughout the contracting process (Sulistyowati, 2018).

The termination of khiyar majlis involves two concepts: takhayur and tafarruq. Takhayur refers to the parties' decision to choose between proceeding with or cancelling a transaction while they are still in the contractual session. Once the choice has been made in accordance with the applicable rules, the right of khiyar may end even if the parties have not yet left the session (Sugiara et al., 2025). Tafarruq, meanwhile, refers to the parties' separation from the contractual session. Determining what constitutes separation depends on recognized custom (urf) and fiqh interpretations of the circumstances that mark the end of the session. According to the explanation cited, separation may occur when one party leaves the transaction venue, thereby ending the period of khiyar under the relevant scholarly position (Suhaimi et al., 2021). Therefore, takhayur and tafarruq must be examined in light of the underlying fiqh interpretations, since scholars do not always interpret or apply these concepts uniformly.

Another type is khiyar syarat, which refers to the right of choice established through specific contractual conditions, particularly those concerning the period within which the parties may decide whether to proceed with the transaction. Sayyid Sabiq defines khiyar syarat as follows:

خِيَارُ الشَّرْطِ هُوَ أَنْ يَشْتَرِيَ أَحَدُ الْمُتَبَايِعَيْنِ شَيْئًا عَلَى أَنَّ لَهُ الْخِيَارَ مُدَّةً مَعْلُومَةً وَإِنْ طَالَتْ إِنْ شَاءَ أَنْفَذَ الْبَيْعَ فِي هَذِهِ الْمُدَّةِ وَإِنْ شَاءَ أَلْغَاهُ

Based on this definition, khiyar syarat is a right granted to one or both parties to determine whether a sale should proceed or be cancelled within an agreed period. Thus, this right does not depend solely on the parties' presence in the contractual session but also on the conditions stipulated in the transaction (Hasanah et al., 2019).

The discussion of khiyar syarat is also associated with a hadith concerning a merchant named Munqidh ibn Amr, who experienced difficulty speaking because of an illness affecting his head. Despite this condition, he continued trading and frequently suffered losses because he was deceived. He subsequently brought his situation to the Prophet Muhammad (peace and blessings be upon him). The Prophet instructed him to state during sales transactions that there should be no deception and granted him a three-day period in which to exercise khiyar for purchased goods. During this period, he could keep an item if he was satisfied with it or return it if he was not. This report is cited in the hadith sources referenced in the manuscript, namely Tarikh al-Bukhari, Sunan Ibn Majah, and al-Daraqutni. The narration is used in discussions of khiyar syarat to illustrate how a buyer may be given time to decide whether to proceed with a transaction (Jamilah & Firmansyah, 2019).

Based on this narration, khiyar syarat can be understood as a form of protection for parties to a sale by allowing them time to reconsider the transaction. This right may be granted to the seller, the buyer, or both parties, depending on the

agreed conditions. The question of who may exercise khiyar also includes the possibility of granting the right of choice to another party in accordance with the contractual provisions. Therefore, the conditions specifying who is entitled to exercise khiyar and how long the right remains valid must be stated clearly to avoid uncertainty in the transaction (Jamilah & Firmansyah, 2019; Maika, 2017).

The duration of khiyar syarat is a matter of debate among Islamic jurists (fuqaha). Their differing views concern the permissible time limits and the legal consequences for the validity of the contract. In the Hanafi school, the duration of khiyar syarat is classified according to several circumstances. According to the explanation cited, khiyar is considered fasid (legally defective) when its duration is not clearly specified, such as when a person purchases an item with the right of khiyar for several days without setting a definite limit or states that the right will apply indefinitely. A similar issue arises when no duration is specified at all (Sofyan & Teti, 2021).

Other forms of khiyar are permitted according to the cited source, including those established for a period of three days or less. However, periods exceeding three days are disputed. For example, a condition allowing khiyar for one or two months is considered invalid by Abu Hanifah in the account cited, whereas Abu Yusuf and Muhammad ibn al-Hasan permit longer periods provided that the duration is clearly specified. These differences indicate that Hanafi scholars do not hold entirely uniform views regarding the time limits for khiyar syarat and their legal consequences for sales contracts.

In the Maliki school, the duration of khiyar syarat is determined according to the characteristics of the transaction object. For immovable property and related items, such as buildings and trees, the period is reported to extend to 36 days or a maximum of 38 days. According to the account cited, a contract becomes fasid if this period is exceeded. For merchandise such as clothing, the period is reported to range from three to five days. If the stipulated period exceeds this limit, the contract is likewise considered fasid under the cited position (Hardiati et al., 2024).

The rules governing khiyar for animals in the Maliki school are also explained according to their intended use and the purpose of inspection. For animals not used for riding, such as cattle, goats, and birds, the period is reported to range from three to five days. Similar provisions are described for animals used for riding when the purpose of khiyar is to assess their price, physical condition, or body weight. However, when the purpose is to assess an animal's suitability for riding, the duration differs according to the distance of use. For use within a city, two days are reported to be sufficient, whereas travel outside the city is measured according to a distance described in the source as two postal stages (barid) (Indriati, 2016). Nevertheless, some Maliki scholars maintain that the khiyar period for animals,

whether used for riding or not, may last approximately three days or longer. According to this view, the specific measurements in days and postal stages relate particularly to the inspection of animals used for riding. These accounts indicate that, under the cited positions, uncertainty about the duration of khiyar or the establishment of a period exceeding the applicable limit may affect the legal status of the contract.

The Shafi'i school, meanwhile, limits the duration of khiyar syarat to three days or less, provided that the period is continuous with the contractual stipulation and runs consecutively. According to the account cited, a contract is invalid if the duration is not clearly specified, such as when the parties merely refer to "several days" or an indefinite period. A similar rule applies when the period for exercising khiyar does not begin in connection with the contract, such as when a sale is concluded immediately but the right of khiyar begins only on the following day. Likewise, if the stipulated period does not satisfy the continuity requirements described in the source, the contract is considered invalid under that position (Jamilah & Firmansyah, 2019).

The calculation of the khiyar period in the Shafi'i school also considers the relationship between daytime and nighttime. According to the cited account, the calculation of days does not count the night as a separate period, except in certain circumstances in which daytime and nighttime are treated as continuous. Under this rule, the third day is said to end at sunset (maghrib), rather than extending through the night (Rofiani, 2009). Differences among the Hanafi, Maliki, and Shafi'i schools concerning the duration of khiyar syarat demonstrate that time limits have legal consequences that must be analyzed according to the school and legal position being applied.

In addition to khiyar majlis and khiyar syarat, khiyar aib refers to the right to proceed with or cancel a transaction when a defect is discovered in the goods that was unknown at the time of contracting. This right concerns circumstances in which the goods do not conform to the condition expected under the contract, fail to meet generally accepted standards, or have been affected by manipulative conduct (Eleanora & Dewi, 2022). It gives the buyer an opportunity to consider how to resolve the transaction after discovering a previously unknown defect. Depending on the circumstances and applicable fiqh provisions, possible remedies may include returning the goods, cancelling the contract, or adjusting the payment.

Sayyid Sabiq explains several possible remedies when goods are damaged before delivery. If all or part of the goods are damaged before the offer and acceptance (ijab qabul) because of the buyer's actions, the sale is not automatically cancelled, and the contract remains in effect under the circumstances described in the source. If the damage is caused by a third party other than the seller or buyer, the buyer is given the choice to proceed with or cancel the contract. Conversely, if

the goods become defective before ijab qabul because of the seller's negligence or because the defect arises independently, the sale may be considered invalid under the cited provisions (Muthiah, 2018).

The available remedies also differ according to who caused the damage and the condition of the goods. If part of the goods is damaged because of the seller's actions, the buyer is not required to bear responsibility for that damage. The remaining portion may be addressed through a payment adjustment or price reduction in accordance with the applicable rules. If the goods become defective on their own, the buyer is described as remaining liable for payment according to the value of the goods, while the seller may choose not to proceed with the contract, retrieve the remaining goods, and refund the entire payment. If the damage results from an unforeseen event beyond the parties' control, the resulting reduction in value may provide grounds for considering cancellation or continuation of the contract with an adjusted payment (Muthiah, 2018). These remedies demonstrate that the application of khiyar aib must take into account the cause of the damage, when the defect occurred, the condition of the goods, and each party's responsibility.

Another type is khiyar ru'yah, which refers to the right to proceed with or cancel a contract after the buyer has inspected goods that were not seen when the transaction was concluded. This situation may arise when the object of the contract is not present at the transaction session, meaning that the buyer cannot directly assess its condition at the time of contracting. Once the goods have been inspected, the buyer can consider whether they meet the transaction's requirements and the buyer's needs. If the goods meet expectations, the buyer may proceed with the sale; if they do not, the buyer may exercise the right of choice in accordance with the applicable fiqh provisions (Hasanah et al., 2019).

These different forms of khiyar demonstrate that fiqh muamalah protects the rights of transacting parties in various circumstances: while a contract is being concluded, when a time condition has been stipulated, when a defect is discovered, or when the buyer learns the condition of the contract object only after inspecting it. The distinctions among these types also show that protection in sales transactions concerns more than cancellation. It also involves information certainty, conformity of goods, and clarity regarding the agreed conditions.

In modern economic practice, particularly digital commerce, the principles of khiyar remain relevant as an ethical framework for analyzing consumer protection. The development of electronic commerce has introduced mechanisms that allow buyers to cancel orders, request product returns, or raise complaints when the goods received do not match the information provided. These mechanisms serve protective functions that can be compared with the objectives of khiyar, although

their application is not necessarily identical to the rules established in classical fiqh.

In e-commerce transactions, the order cancellation feature gives buyers an opportunity to cancel a transaction at a particular stage before the goods are processed or shipped. This feature can be analyzed in relation to the protective principles of khiyar majlis, particularly regarding the opportunity to reconsider a transaction. However, digital order cancellation cannot automatically be equated with khiyar majlis, because the time at which a contract is formed, the status of the transaction, and the cancellation rules may vary across platforms. The relationship between these mechanisms should therefore be understood as a functional comparison that requires further analysis based on the characteristics of electronic transactions (Rahman et al., 2017).

In addition to order cancellation, return policies are also relevant to the principles of khiyar, particularly when the goods received do not match their specifications or contain previously undisclosed defects. Return policies that allow consumers to request returns within a specified period, such as 48 hours or seven days, provide an opportunity to seek a remedy under the applicable conditions. These mechanisms can be compared with the objectives of khiyar aib and khiyar syarat in protecting parties to a transaction. Nevertheless, a platform's return period is not automatically equivalent to the duration of khiyar under fiqh. Its application must take into account the type of defect, product information, the transaction agreement, and the applicable return conditions (Yazid et al., 2023).

In the context of consumer protection, the principles of khiyar can also provide an ethical foundation for emphasizing information transparency, seller honesty, and mutual consent in digital transactions. Accurate product information, clear explanations of product conditions, and transparent cancellation and return procedures can help reduce uncertainty and prevent practices that harm consumers. These principles are consistent with the objectives of consumer protection. However, the relationship between khiyar and consumer protection regulations must be explained proportionately; it should not be assumed that khiyar is the sole basis for consumer protection legislation in different countries (Almunawaroh et al., 2026).

In conclusion, khiyar is relevant to digital consumer protection because it emphasizes the right of choice, information transparency, and the fair resolution of transactions that takes the interests of the parties into account. This relevance does not mean that every e-commerce feature can automatically be classified as a particular type of khiyar. Rather, the principles of khiyar can serve as an analytical framework for assessing whether digital transaction mechanisms provide consumers with adequate opportunities to understand products, reconsider contractual commitments, and obtain fair remedies when discrepancies arise. This

analysis connects the discussion of khiyar in fiqh muamalah with contemporary consumer protection issues in the digital economy.

Conclusion

This study examines hadiths concerning khiyar as a basis for consumer protection in Islamic law and explores their relevance to digital transactions. Analysis of the hadiths reported in Sahih al-Bukhari No. 2112 and Sahih Muslim No. 1531 shows that the right of choice in sales transactions concerns the options available to the contracting parties and the circumstances under which a contract becomes binding. From the perspective of fiqh muamalah, this principle provides a normative foundation for protecting consumer rights, particularly in relation to transaction cancellation, information transparency, and product returns. In digital commerce, the principles of khiyar are conceptually relevant to order cancellation features and return policies. However, these mechanisms are not entirely equivalent to khiyar, as their application depends on the characteristics of the contract, fiqh provisions, and applicable regulations. Thus, the main contribution of this study lies in explaining the relationship between the hadith foundations, the concept of khiyar in fiqh muamalah, and issues of digital consumer protection.

This study has limitations because it focuses on hadith analysis and conceptual inquiry and therefore does not empirically evaluate the application of khiyar principles on digital commerce platforms. Further verification of transmission chains, variations in hadith wording, and comparisons of the views of the Islamic legal schools are also needed to strengthen the legal analysis. Future research should examine the relationship between khiyar principles and consumer protection regulations in Indonesia, as well as investigate order cancellation policies, product returns, and dispute resolution mechanisms on e-commerce platforms. Such research is expected to clarify how the values of justice, transparency, and mutual consent between contracting parties (‘an taradin) can be applied in digital transactions and to provide a conceptual foundation for developing consumer protection policies consistent with the principles of Islamic law.

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