Al-Ghazālī’s Perspective of Salam and Its Relevance to E-Commerce in Nigeria

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Abstract

The growth of the basic needs and wants of man takes place alongside man’s response to civilization. By way of economic civilization in Nigeria, the mode of the business transaction has had its extension stretched from onsite to online, which has the internet space as its platform in a bid for globalization. There is no doubt that there is a plethora of anomalies; the obscurity of intentions, excessive uncertainties -gharar, as well as day-light robbery from both ends of the buyers and sellers in the online business space. Thus, this paper is aimed at examining the basic position of Islām on the business transaction in general, with a move to unraveling the prospects and challenges of implementing salam on e-commerce, i.e., online business, as discussed by Imām Abū Ḥāmid Al-Ghazālī in his Iḥyā’u cUlūmi-d-Dīn. The methodologies adopted are; descriptive, which enhanced adequate presentation of the ways and manners online business is being operated, and analytical, which aided the study in analyzing Al-Ghazālī’s views in relation to the Nigerian online business sphere. It was revealed that defrauding, the major problem associated with e-commerce in Nigeria, is blamable on the parts of both the buyer and the seller. In order to curb the proliferation of this anomaly, the paper concluded by advocating the clarity of intentions and activities as well as proper regulation and implementation of Islamic guidelines on salam on e-commerce, in line with Al-Ghazālī’s submission in his Iḥyā’u cUlūmi-d-Dīn.

Keywords: Al-Ghazālī; Salam; E-Commerce; Nigeria; Iḥyā’u cUlūmi-d-Dīn.

I. Introduction

It is understandable that, generally, the survival of man relies on those day-to-day activities that herald the fulfillment of his basic needs and wants, as well as the accomplishment of his tasks and duties. In the process, the business transaction comes to play; as a means of exchange of goods and services between two or more individuals with or without the use of money. The legality of business transactions in Islama is not farfetched. In fact, almighty Allah has ordained his Prophets to earn a livelihood according to Q23:51, where He says: "O apostles! Eat of the good things and do good; surely I know what you do". Moreover, particularly He encouraged Prophet Muhammad (ﷺ) to seek to engage in trade and earn a livelihood, which did not affect his status as a Messenger of Allah (Mubarakpuri, 2015). In line with this directive, Prophet Muhammad (ﷺ) was a trader, Prophet Nūḥ was a carpenter, he had the skill to build the ark, Prophet Idrīs was also a tailor, and Prophet Ibrāhīm was a cloth merchant (Atan et al., 2019).

Historically, according to Will (2022), bartering is the oldest form of commerce that allows for the provision of one good or service by one party in return for another good or service from another party instead of paying money in cash for the purchased goods or rendered services. Aside from the need for change and civilization in all human endeavours, commerce inclusive, which necessitates the eradication of barter trading, Prophet Muhammad (ﷺ) did not encourage barter but encouraged and emphasized monetized trade (Murat, 2012). Human civilization in the aspect of trade and commerce had gone on and on to develop from onsite to online business transactions, otherwise known as e-commerce; a term that simply denotes a business done over the internet.

In a bid to embrace commercial civilization, the emergence of e-commerce, parallel to the development of communication and computer technologies, and the advent of social media applications and websites, many Nigerians, especially the younger generation, invest more time on the internet. Consequently, a percentage of entrepreneurs translate these growing online business opportunities into profitable ventures (Ok oy e and Obi, 2015). As Nigeria is gradually advancing in using the internet to purchase and market goods and services, online retailers are increasingly gaining patronage from far and close individuals. This is because they use the internet as a platform to advertise and sell their products and services, thus, reducing the stress of physical business transactions.

However, despite the enormity of its benefits, it is soon to be realized that both ends of buyers and sellers pose the inherent and imminent problems of e-commerce. From the seller’s end, there is a lack of trust in the internet retailers, overpricing, deceit, defraud, defaulting of the agreement after payment is made by prospective buyers, drop in the quality of merchandise, thereby resulting in the jeopardy of customer’s loyalty (Okolie and Ojomo, n.d). On the other hand, the buyer’s nonchalant attitude provokes loss and debt for the seller; cancelling of order after the manufacturing process has commenced in some cases, or at the point of delivery, not minding the seller’s logistic cost implication, as well as the unjustifiable return of the merchandise to the seller. All these and more are key
challenges posed by the end buyer. In other words, many excessive uncertainties -gharar, transgressions and inequities in e-commerce- call for intervention by the Nigerian government and financial policymakers. Although minute efforts have been made, as asserted by Tokunbo (2017), but are not enough to subside these problems.

In view of these, it is apposite to establish that the sum up of the major challenges associated with e-commerce lies with the payment agreement, which has since remained almost impossible to address. However, salam, an age-long product of Islamic financial services, is unarguably the most befitting model of financing operation for e-commerce only if its conditions are religiously safeguarded. It is against this backdrop that this paper sets to implement the conditions of salam specified by Al-Imām Abū-Ḥāmid Al-Ghazālī in his renowned work, *Ihyā‘u cUllūmi-d-Dīn* (The Revival of Religious Sciences) as a remedy to the problem of a payment agreement in e-commerce in Nigeria.

To accomplish this set objective, this paper is divided into sections: the abstract, introduction, conceptual definition, brief biography of Al-Ghazālī and his *Ihyā‘u cUllūmi-d-Dīn*, the evolution of e-commerce in Nigeria, mode of operation of e-commerce in Nigeria, Al-Ghazālī’s recommendation on salam as a corrective measure for e-commerce, prospects of implementing salam on e-commerce in Nigeria, challenges of implementing salam on e-commerce in Nigeria, and conclusion.

II. Conceptual Definition

It is pertinent at this juncture to summarily explain two concepts essential to this discourse to understand how they are being used in the content properly. These concepts are Salam and e-commerce.

2.1. Salam

Salam, together with *Istisnā‘*, has an exceptional ground to the general rules for the validity of a sale in *Sharī‘ah*; the rules include the existence of a commodity, acquisition of ownership by the seller, and possession of commodity by the seller. Nonetheless, salam (also known as *salaf*) literally means *itā‘* (giving) or *taslīf* (advance). Technically it is a deferred delivery contract or a form of forwarding agreement where delivery occurs at a future date in exchange for spot payment of the price (Muhammed, 2005). In other words, it is a sale whereby the seller undertakes to supply some specific goods to the buyer at a future date in exchange for an advanced price fully paid on the spot. The price is paid in cash, but the supply of the purchased goods is deferred (Muhammad, 1998).

Originally, salam was designed as a financing mechanism for small farmers and traders, as they were unable to yield adequate profits until a long period after their initial investment. A vital condition for the validity of salam is the payment of the price in full at the time of initiating the contract, or else it will mean a debt-against-debt sale which is strictly prohibited (Ashafa, 2021). The commodity, price, quantity, and date and place of delivery should be precisely specified in the contract agreement. Furthermore, in the case that the seller can neither produce the goods nor obtain them elsewhere, the buyer can either take...
From the above definitions, it can be deduced that through e-commerce technology, the civilization brought about by internet usage has revolutionized the mode of business transactions from onsite to online by providing sellers and customers with the ability to bank, invest, purchase, distribute, communicate, explore and research from virtually anywhere, anytime where there is internet access. As a result of evolution, e-commerce activities have not been limited to computers alone; they also use our mobile phones and gadgets. Similarly, the primary channel for e-commerce transactions was the website singularly accessed by individuals or groups. Jumia, Konga, and Ali Express are major game players in this hemisphere. Nevertheless, the advent of App development and social media like Facebook, Twitter, LinkedIn, and WhatsApp, among others, has created a massive marketplace and created a platform for a huge community of business networks through which capital businesses expand their tentacles. SMEs and entrepreneurs introduce and sell their business ideas, sustaining the erstwhile method (Adedeji, 2021).

This connotes "electronic commerce," which, in the opinion of Khan and Uweni (2018), is the method of doing transactions over the internet. It is simply a business done over the internet; it could be buying or selling or a combination of both and it could be products or services or a combination of both (Okoye & Obi, 2015). Abbas et al. (2019) present e-commerce as the selling and buying goods and services over thousands of computers connected via a network called the internet. Moreover, as a process of transferring information, buying, selling, and exchanging goods and services through a computer network called the internet. In more comprehensible terms, Okolie and Ojomo (n.d) refer to e-commerce as the use of the internet for marketing, identification, payment, and delivery of goods and services.

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2.3 Brief Information on Al-Ghazālī and His *Ihyā’u cUlūmi-d-Dīn*

His full name was Muḥammad bn Muhammad Al-Tūsī, Al-Ghazālī. His name as Abū Ḥāmid was an honorific title (kunyah) which was given later apparently, according to Sa’ari (1999), to him because he had a son of that name who died in infancy, but only a daughter survived him. Nofal (2000) asserted that he was born in 1058 C.E. (450 A.H.) at Tus, near the modern Mash-had, Khurasān, present-day Iran (Sa’ari, 1999). His father died when Abu Ḥāmid and his brother Ahmad were very young. Before his death, according to Hunters (2012), he made sure his sons were put under the care of his friend, who undertook the task until they were enrolled in a Madrasah in Gurgan - a variant writing of Jurjān (Nofal, 2000). Imam Al-Ghazālī was fortunate to have one of the greatest scholars of Islam as a teacher, Imam
It was during this period that he began work on his most important and celebrated book, *Iḥyā' u cUlūmi-d-Dīn* (The Revival of the Religious Sciences), which he may have completed later (Wan Jusoh, Sahad & Shuhari, 2021), is an encyclopedic work to which many accolades were given. Abu Muhammad (1993) claims that; if all the lights of knowledge of the world are extinguished, they can be revived from *Iḥyā’*. It is a work that explains the doctrines and practices of Islām and shows how they can be used as the foundation for a devotional life. It touches on theology, philosophy, ethics, mysticism, and education. Unfortunately, little or no attention is paid to the socio-economic prowess of the book, a gap that this paper stands to bridge.

At the age of 34, after the death of Imam al-Juwayni, Al-Ghazālī was invited to the court of Nizamul Mulk Tūsī, the powerful Wazīr of Seljuq. The Wazīr was so impressed by Al-Ghazālī’s scholarship that in 1091 he appointed him as the head of the most important and famous University in the entire Muslim world. It was called the *Nizamiyyah* in the city of Baghdad, Iraq (Hunters, 2012). Day after day, he would preach to people to perform great deeds, but he grew increasingly bothered by his own personality – his own arrogance, pride, and the many impurities he saw in his heart. He suddenly underwent a two-month-long crisis, according to Sa’ari (1999), and in another claim in the opinion of Nofal (2000); it is a six-month-long spiritual crisis. The crisis brought on a physical illness, the loss of his ability to speak, which prevented him from preaching or teaching, and having attained the truth, he left his post and renounced wealth, fame, and influence. He left Baghdad under the pretence of making a pilgrimage to Mecca and went to Damascus. Little did they know that his voyage would be his way to find the truth and, most importantly, his true self (Nofal, 2000).

The influences of Sufi were many in the life of Al-Ghazālī, and a number of factors made him lean in the direction of Sufism. He lived at a period when Sufism had become prevalent; his father had been disposed towards Sufism; his tutor had been a Sufi; his brother had turned to Sufism at an early age; his professors had been inclined towards Sufism; and the minister, Nizamul Mulk was close to Sufism. He understood Sufism as an activity, a practice, and a mode of conduct, with its own rules, including withdrawal from the world, seclusion, and itinerancy. This is what Al-Ghazālī did, spending ten years away from home, part of which nearly two years were spent in seclusion (Nofal, 2000). He was wandering between Damascus, Jerusalem, and Mecca (Villaverde, 2021).

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After ten years of absence, Al-Ghazālī returned to his family in Tus, Khurasan. He took up teaching again for a short time at the request of the ruler of Tus. He devoted himself to the life of an ascetic Sufi and to teaching. And on Monday, the fourteenth of *Jumāda Thāniyah* 505 A.H. (December 18, 1111 C.E), Imam Abu Ḥāmid Al-Ghazālī passed away at a
not-too-long but productive age of 53, and he was buried in the outskirt of Tabarān near the grave of poet Firdawsi (Sa’ari, 1999).

2.4 Evolution of E-Commerce in Nigeria

Generally, e-commerce originated from the electronic transmission of messages during the Berlin airlift in 1948. It then moved to Electronic Data Interchange, through which different groups of industries came together and created electronic data used to purchase and transport their transactions (Abbas et al., 2019). In the Nigerian context, e-commerce came to being at the start of the third millennium with the use of Palpay as an electronic payment system for online transactions. Due to perceived fraudulent acts, the ban of Palpay accounts with Nigerian IP address in 2005 gave a huge blow to e-commerce in Nigeria. Up until 2009, the obtainable form of e-commerce required customers to make a cash deposit at the bank. Thus, transactions on e-commerce were seemingly manual. With this, the ideal objective of e-commerce was almost defeated. The introduction of Interswitch, e-Transact, intra, and inter-bank online transactions, and internet banking save the situation and project Nigeria as the fastest-growing telecommunications country in Africa. Based on this prediction, Jumia, against all odds, braved the hurdles on the path of Nigerian e-commerce and, in June 2012, founded what has become the largest e-commerce company in Nigeria (Wisdom, 2022).

With e-commerce at its early stage in a developing country like Nigeria, the trend of e-commerce in Nigeria, according to Gabriel et al. (2018), is not as advanced as in developed countries. Thus, e-commerce in Nigeria, as asserted by Khan and Uwemi (2018), has been quite low when compared to developed countries. However, a lot of capital businesses and startups are taking advantage of cyberspace, and each one is targeting the overwhelming internet users in the country. Presently, Jumia and Konga are the leading names of e-commerce in the country (Okolie & Ojomo, n.d). Of course, there are challenges thereof, but there is no doubt that they are enabling seller-to-buyer direct deals and negotiation, unlike the traditional transaction where buyers previously faced a number of obstacles to getting the best deal; sellers were distant, sourcing or research time was scarce, and intermediaries controlled most of the information and gained most of the dividends from the deals.

As a result of being the largest internet market in Africa, with a record of approximately 109.2 million users as of 2022, according to Datareportal (2022), Nigeria is gradually experiencing advances in using the internet as a medium for purchasing and marketing goods and services (Okoye & Obi, 2015). Online retail stores are increasingly gaining patronage from individuals and businesses. Many businesses in the country now use the internet as a platform to advertise and sell their products and services, thus reducing the stress of physical business transactions. There has been an integrated electronic payment system generally in the Nigerian financial system, a step that has reduced the flow of unnecessary physical cash in the country. There has also been a large encouragement of electronic-based transactions, largely due to globalization’s effects and measures toward the safety of lives and properties.
2.5 Mode of Operation of E-Commerce in Nigeria

There are various ways and manners of operating businesses online in Nigeria. Ultimately, they can be categorized into website shopping, in-app shopping, and social media shopping. These three shall be discussed under this domain subsequently. In the case of website and in-app shopping, they allow customers to register their bio-data for proper identification as to not being a minor (Konga.com, 2021), and search the official webpage of the business, identify and select the pictorial form of items which are explicitly described alongside their fixed price, then proceed to the mode of delivery and then to the payment page; either to pay on that spot using the e-Transact or to pay on future delivery date. Some website business owners, like Jumia and Konga, now operate the in-app business. The social media business entails the sale of goods and services. It allows customers to search the business page, identify the items needed and contact the seller for negotiation. Payment methods in social media shopping are basically two; one is a Payment Activate Order, and the other is Pay on Delivery. al-Juwayni, also known as Imam al-Haramayn (https://www.oxfordreference.com, 2011). Imam Al-Ghazālī turned out to be one of the most intelligent and smartest persons of his day. He spoke Persia and Arabic beautifully. When he gave a public lecture, people were in complete awe and amazed by how he spoke (https://medium.com/ummah-wide/the-children-s-ghazali-project-by-fons-vitae-103d258fa08e, n.d).

However, it is noteworthy that there are big differences in these aforesaid modes of e-commerce in Nigeria. The major ones are that; the website and in-app business operators take time to give detailed descriptions of the items, stating their sizes, colours, dimension, and electrical capacity in the case of electronic items. In contrast, social media business owners are lagging in this area, not giving necessary information about the displayed items. Another difference is that the prices of commodities on the website and in-app business are fixed and not negotiable, while the prices of commodities are always negotiable in the social media business space. Whilst website and in-app commerce come with low risk, social media commerce involves high risk. Fraudulent acts are less rampant on the website and in-app business platforms, but they are prevalent in social media business platforms; the major problems this present research sets to provide the solution to.

2.6 Al-Ghazālī’s Recommendation on Salam as Corrective Measure for E-Commerce

Imām Al-Ghazālī’s take on salam is contained in volume two, book three, of Ihyā’u cūlūmi-d-Dīn. It came under his discussion in section two entitled: “The Study of Earning by way of Trade, Riba, Salam, Ijārah, Qirāḍ, and Sharkah, and Explanation of the Conditions for the Validity of these Concepts that are the paths of Earnings in the Sharīcah” (Al-Ghazālī, 2012). Al-Ghazālī commenced not with the definition of salam, which is highly required to expose his audience to what salam is all about. He highlighted ten conditions one must take cognizance of in the contract of salam in business dealings. Although there is no direct mention of e-commerce in his argument, the implementation of his position on e-commerce is found to be highly resourceful. Therefore, the conditions, according to Al-Ghazālī (2012), are presented below in relation to e-commerce in Nigeria:
The nature of cash price must be known because if it is impossible to deliver the purchased commodity, it will be easier to refer to the value of the cash price. And if he arbitrarily pays a handful of Dirhams for a gram of wheat, neither of the two views is correct.

Al-Ghazali said on the condition that the price must be known thus:

The cash price must be delivered in the contract assembly before departure. And if the parties separate before the contract is sealed, the idea of salam is defeated.

In the event of a breach of contract by an online retailer, maybe, due to the inability to deliver the items on the appointed delivery date, there should be a privilege on the part of the buyer to retract his payment made at the point of order, since the amount paid is known. Unfortunately, payment in e-commerce is usually one-way and does not provide such freedom for the buyer, yet, this remains a compelling necessity for the seller to ensure a refund to the buyer. However, based on Al-Ghazālī’s submission, perhaps a refund is made in the case of social media kind of e-business; the amount of money refunded should be made in full as it originally was. Otherwise, the contract is considered null and void.

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**Payment on Spot:**

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E-commerce is somewhat operated in line with salam, particularly in its payment method. The most prevalently used is Payment Activate Order, whereby the buyer pays before the item is considered carted and will be ready for delivery at a future date. The communication chain between the buyer and seller is not established, especially on the website and in-app shopping. The payment is made with a programmed payment page that does not allow for contract negotiation. Therefore, no parties are meeting, let alone their separation. Thus, the idea of this condition is defeated. However, to put this in check correspondently with the
opinion of Al-Ghazālī, the service of active sales representatives would be required to work around the clock and create an avenue for proper negotiation, due diligence, and online virtual meetings that can be considered a contract assembly.

**Description on Product:**

The purchased commodity must be of things whose descriptions can be defined, such as grains, animals, minerals, cotton, wool, espresso, dairy, meat, perfumery goods, and the like. It is not permissible in pastes, vehicles, and things whose parts differ, such as various bows, working tools, pumice (burnish or sandpaper), slippers with different designs and makers, and animal skin. Salam is permissible in bread, and whatever results in its difference in the amount of salt and water by the abundance of cooking or its insufficiency is pardoned and tolerated.

Al-Ghazālī itemizes the classes of merchandise that salam is permissible for, and the other breath enumerates some that it is forbidden on the ground that the exactness of the product is needed and the condition that it can not be ascertained. This is similar in application to e-commerce; as exemplified above, the working condition of vehicles and working tools can not be confirmed via the internet even if a description is clearly made. Also, the texture of materials is not known through mere looking. The buyer cannot confirm the genuineness of slippers or shoes online. The worthiness of the materials used at the tagged price is not guaranteed. Based on Al-Ghazālī's submission, some goods are not worthy of transacting in e-commerce, except if their payment is made on the future delivery date and place. The implication of this is that salam has not taken place. Another noteworthy point from the condition is that whatever merchandise falls in the bread category is permissible, and it can be forgiven if misappropriation occurs during its production process.

**Investigation of Description:**

To investigate the description of these things that can be described, so that there is no description left in which the value varies in a way that people would not forget but remember it. This description represents the objective of the transaction.

Al-Ghazālī stresses the need for the investigation of a detailed description of the commodity in salam contract. This is one of the major cardinal rules in e-commerce. Before an order of goods or services is made in a customer's name, there is a need to investigate the description made available on the item description page to know what he is about to sign up.
for. And on the part of the seller, a sincere and objective description that does not contradict the displayed item must be given. This will serve as a way of persuading or wooing the customer and as a disclaimer in case of any feedback expressing dissatisfaction after the delivery.

A Known Period of Time:

To make the term known, if it is deferred, it is not postponed until the harvest or the realization of the fruits, but rather to months and days, for the realization may be in advance or in arrears.

A sudden change in the date of delivery of goods in e-commerce is not common, but it does happen in some cases, and when it happens, the reasons for its occurrence are not always justifiable. Apart from the fact that the customer can track his item after placing an order, a change in the delivery date is not usually communicated to the customer, even though the original date is known. It will be commendable if an earlier notice is given when a possible change is imminent.

Delivery at a Fixed Time:

The purchased commodity must be something that can be delivered at the stipulated time, and its availability must be assured. Salam is inappropriate for grapes at a period in which they can not be harvested. The same applies to all other fruits. If the probability lies in its availability, and unfortunately, it could not be delivered at the stipulated time due to damage by pest, he may either be given little time or cancel it and return the cash price, if he wishes.

A further delay other than the original deferment date in the salam contract is abominable, according to Al-Ghazâlî (2012). Thus, the availability of items displayed for sale must first be assured, as it will minimize the chance of delay in the delivery of the items. For seasonal items that may not be available at a particular period, e-commerce vendors must not claim their ownership if they can not get it because an occurrence of such can lead to huge discouragement of customers and may put their loyalty at stake. Also, when a delay in the delivery is caused by unforeseen circumstances beyond the sellers’ control, it is ideal for hastening up in informing the buyer before the agreed delivery date. And the choice to either extend the date or return the cash price must be left with the customer to be made. This is in consonance with the submission of Imâm Al-Ghazâlî.
Place of Delivery:

The location for delivery has to be stated, in case its purpose differs, so as not to provoke a dispute.

Basically, there are two major forms of taking delivery of goods in the e-commerce space in Nigeria; either the customer, in person, picks up the item at his nearest pick-up station of the online vendor or chooses to take a doorstep delivery. This is usually predetermined on completion of the order before proceeding to make payment. What is slightly different here is how it is done on social media shopping, which can take any desired dimension. The place of delivery may not be accessible to the dispatcher due to some circumstances. Therefore, there should be flexibility in decision-making on the place of delivery. In this regard, any form of postulation by the seller which may be relatively new to the customer or not agreed upon in the contract assembly, in respect of the place of delivery, should not be contemplated, as it is capable of generating a dispute.

Non-attachment to Anything:

The commodity must not be attached to a particular thing, saying: "from the wheat of this plantation" or "the fruit of this orchard". This invalidates its being a religious act. But, if it was likened to the fruit of a country or large village, it would not affect that.

Al-Ghazālī (2012) asserts in the above extract that the purchased commodity in salam must be an independent entity on its own and must not be attached to another thing. This implies that gharaq –uncertainty must not be entertained in any guise in order not to deceive the rabbu-s-salam, i.e., the customer. A direct mention of the purchased commodity must be made in the contract assembly with clarity of words. A commodity that may be scared to get by the seller and is not commonly seen around, he must not claim possible possession of such. In furtherance, Al-Ghazālī likened commercial exercise to a religious act. This means that any dubious action under any guise in commerce is punishable in the sight of Allah, and any effort made towards ensuring equity and justice in commerce is also rewarding. This can be supported by the Ḥadīth of the Prophet on the authority of Abdullah bn cUmar that the Prophet said:

Narrated Ḥakīm bn Ḥizām (R.A): Allah’s Messenger (ﷺ) said: “The seller and the buyer have the right to keep or return goods as long as they have not parted or till
they part; and if both parties spoke the truth and described the defects and qualities (of the goods), then they would be blessed in their transaction, and if they told lies or hid something, then the blessings of their transaction would be lost” (Az-Zubaidi, 1996).

Gem Stone:

Al-Ghazālī (2012) opines that salam contracts should not be made on precious stones of high and costly value. A guarantee of such objects should not be given if they are not presently available. Therefore, in e-commerce, despite the fact that such an object may be readily available in the seller's possession, it is not permitted to be sold or bought via the internet since it is a scalable object that requires the physical presence of both parties. Transaction of such items in e-commerce is in contrast to the submission of Imām Al-Ghazālī.

Processed or Cooked Food Consumption:

Al-Ghazālī disapproves of the application of salam on processed or cooked food. Cooked food is a perishable item; it is almost required on the spot as the cash price is required. Thus, no salam is taking place here. A form of tautology is deduced in the above excerpt when Al-Ghazālī (2012) states that “whether they are both from the same source or not.” Foundationally, salam contract is not made with two similar objects as the muslam ēhi (purchased commodity) and ra’su’l-māl (cash price), which will imply bartering, the same way an available product can not be considered as muslam ēhi. By way of implementation, food ordering online is objectionable. This particular discourse has a direct link to many of the aforesaid conditions; the exact quantity, taste, condition, production process, and price worthiness of food can not be ascertained online, thus, containing an element of gharar apart from the danger of food poisoning. However, this argument is based on individual differences. This means that whoever wishes to accept the defects observed after receiving the food is permitted. This is in line with Al-Ghazali’s submission of the Description of the Product.
2.7 Prospects of Implementing Salam on E-Commerce in Nigeria
The rapid growth of e-commerce in Nigeria cannot be overemphasized, as a majority of ardent Nigerian internet users, including Muslims, prefer to transact business online because of their familiarity with the internet and the ease of doing business online. Thus, an implementation of salam on e-commerce will mean the incorporation of an Islamic religious tenet into a contemporaneous way of business transaction. The existing Muslim internet users become informed of their religious tenets on e-commerce, and the informed Muslims who are aware of Islamic business ethics will become orientated about e-commerce. As salam is primarily targeted at easing the cost of trading, it will boost production factors for e-commerce vendors and at the end of the day, both the buyers and sellers are assured of the safety of everything put into the transaction, thereby encouraging mutual understanding.

Salam is a religious act, as exemplified in Al-Ghazālī’s submission, and it means that an act of deceit under any guise in e-commerce is punishable in the sight of Allah, and an effort made towards ensuring equity and justice in e-commerce is also rewarding. Similarly, Islām teaches that disputes be deterred and settled in whatever case. Thus, the implementation of salam will mitigate disputes in e-commerce in Nigeria. As the internet world continues to grow and e-commerce vendors continue to make exploit, it can be predicted that the traditional way of business transaction will gradually lose its place among ardent Nigerian internet users.

2.8 Challenges of Implementing Salam on E-Commerce in Nigeria
As viable as the implementation of salam on e-commerce in Nigeria can be, some factors are capable of challenging its prospects and progress. The secularism of Nigeria as a nation and the mode of operation of e-commerce in Nigeria will make it almost impossible to implement salam on e-commerce dominantly, and non-Muslims may possibly reject such in the country. Giving orientation to Muslim internet users on the importance of its implementation will be very costly. An acceptance and enforcement of salam policy entirely by Muslim e-commerce operators in Nigeria will be very challenging since some Muslims are indifferent to non-Muslims in orientation and response to change.

III. Methodology
The methodologies adopted in this paper were descriptive and analytical. The descriptive method has been used to explain the ways and manners online business is being carried out in Nigeria under various social media platforms. In contrast, an analytical method assisted in analyzing the views of Imām Abū Ḥāmid Al-Ghazālī in his Iḥyā’u cUlūmi-d-Dīn in relation to the Nigerian online business sphere.
IV. Conclusion

From the foregoing, it has been discussed that monetized trade is preferred to bartering in Islām, so the transfer of money in exchange for commodities has to be protected. E-commerce, parallel to the development of communication and computer technologies, is a product of civilization in business. And Nigeria is gradually experiencing advances in using the internet as a medium for purchasing and marketing goods and services, which has seen online retail stores increasingly gaining patronage from individuals and businesses. It has been discussed that the e-commerce evolution in Nigeria gained prominence after the first decade of the third millennium. It has also been discussed that salam, an age-long product of Islamic financial services, is unarguably the most befitting model of financing operation for e-commerce to tackle the inherent problems thereof. It has been revealed that defrauding and breach of agreement, among others, are the prevalent anomalies associated with e-commerce and are blamable on both ends of customers and buyers. As a corrective measure, in line with the submission of Imām Abū Ḥāmid Al-Ghazālī in his Iḥyā’u cullāmi-d-Dīn, the paper prescribed the implementation of ten conditions for salam on e-commerce in Nigeria, such as Payment on Spot, Investigation of Description among others.

Having identified the challenges that can get in the way of the implementation and progress of salam on e-commerce in Nigeria, the paper proffers the following recommendations:

a. The implementation of salam should be made binding on Muslim e-commerce operators in Nigeria.

b. Muslim stakeholders should utilize all possible means, seminars, conferences, public awareness, etc., to give orientation to Muslim e-commerce operators on the importance of implementing salam.

c. Through a gradual and Islamic judicial approach, the enforcement of salam policy entirely on Muslim e-commerce operators in Nigeria should be ensured.

d. The Nigerian Ministry of Digital Economy should use its capacity to protect consumer’s rights and ensure policies that will safeguard an age-long implementation of salam on e-commerce are put in place.

References


