



Redefining Consent in Digital Contracts through Electronic Signatures in Islamic Law

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Abstract

Academic debate on the validity of digital contracts persists, particularly concerning whether electronic signatures can substitute *ijab-qabul* in Islamic law. This study examines the status of electronic signatures in Islamic contract law and Indonesian regulations by integrating normative legal analysis with an empirical survey of 29 business practitioners across Indonesia who employ digital contracts. The results demonstrate that 82% of respondents consider electronic signatures legally binding under current norms, 76% regard them as fully equivalent to handwritten signatures in representing contractual consent, and 88% affirm their role in enhancing trust and efficiency in transactions. These findings confirm that the essential principles of consent, object clarity, and party competence are preserved in digital form while aligning with statutory recognition in Indonesian law. The study contributes to contemporary Islamic contract law by providing empirical evidence that reinforces theoretical arguments, offering doctrinal insight and practical implications for developing sharia-compliant digital contracts in the digital age.

Keywords: Digital Contracts, Electronic Signatures, e-*ijab-qabul*, Islamic Contract Law, *Sighat Digital*.

Introduction

Indonesia has become one of the fastest-growing digital economies in Southeast Asia, with e-commerce transactions reaching hundreds of trillions of rupiah annually. The rapid adoption of digital payments and electronic signature systems reflects the transformation of consumer behaviour and business practices. The government has also supported this development by enacting the Electronic Information and Transactions Law (ITE Law) and related regulations on electronic contracts. In this context, digital contracts are no longer merely a technological innovation but have become a fundamental component of Indonesia's socio-economic life, raising new questions about their legal validity and Shariah compliance.

With the rapid digitalisation of transactions and electronic communications, digital contracts have become a global phenomenon that cannot be ignored in civil law and Islamic law. However, in contemporary Islamic legal literature, serious doubts arise regarding whether digital media, particularly electronic signatures, can truly replace the function of *ijab-qabul*, the mutual declaration of consent that forms the pillar and validity requirement of contracts in *fiqh muamalah*.

Abdulsalam Hamood Ghaleb Alanesi notes that electronic contracts present significant challenges to Islamic legal principles, as strict controls are required to ensure that traditional elements of contracts, such as clarity of consent and protection of mutual rights, are preserved (Alanesi, 2024). The study by Arwan & Tjempaka shows that in Indonesia. However,

regulations such as the Electronic Information and Transactions Law and digital signature provisions exist, but both consumers and practitioners remain uncertain about legal certainty, arguing that not all electronic signatures can be trusted to prove identity and authentication. In other words, the mere presence of regulation has not been sufficient to dispel academic and social doubts concerning the validity of digital contracts (Arwan & Tjempaka, 2023).

Similarly, Basir, Osgar Sahim, and colleagues argue that failure to comply with procedural law requirements or authentication standards may result in electronic signatures being considered invalid or weak as legal evidence (Basir et al., 2022). In the same vein, “An Appraisal of Digital Documents as Evidence in Islamic Law” by Wan Abdul Fattah Wan Ismail et al. highlights that although digital documents are increasingly accepted as evidence, there remain concerns that not all digital records possess the necessary data integrity and protection to guarantee the validity of a contract (Wan Ismail et al., 2021).

Although the debate on the validity of electronic signatures as a substitute for *ijab-qabul* has long emerged in Islamic legal literature, academic consensus remains elusive. Several studies indicate that the enforceability of digital contracts, both in Islamic and positive law, continues to be questioned. Qutieshat, for instance, in his study on the use of electronic signatures in Jordan, emphasises that although statutory law provides recognition, authentication, and verification remain crucial requirements. Ambiguities regarding signature methods, user identity, and procedural safeguards generate new layers of legal uncertainty (Qutieshat, 2019).

Bassan raises a similar concern in his discussion of blockchain-based smart legal contracts. While automation promises efficiency and certainty of execution, it leaves unresolved a conceptual problem: whether digital expressions of consent can be equated with direct verbal utterances that traditionally constitute the essence of *ijab-qabul* (Bassan & Rabitti, 2024). Similarly, studies on electronic transaction laws in Gulf and Middle Eastern jurisdictions highlight persistent implementation gaps. Even where regulatory frameworks exist, judicial practice reveals weaknesses, particularly in identity verification and the reliability of digital certification authorities (Aljneibi, 2014).

In the Indonesian context, these doubts are also evident. Basir and colleagues stress that electronic signatures failing to meet authentication standards may weaken their evidentiary force in civil procedure (Basir et al., 2022). Similarly, Wan Abdul Fattah Wan Ismail et al. argue that not all digital documents possess sufficient data integrity to guarantee the validity of contracts under Islamic law (Wan Ismail et al., 2021). These findings suggest that formal regulations alone have not dispelled academic and practical scepticism about electronic signatures as a valid form of contract.

Previous studies on digital contracts in Islamic law reveal three main tendencies. First, the sceptics argue that electronic signatures face fundamental obstacles in replacing *ijab-qabul*. Alanesi highlights the need for strict controls to preserve clarity of consent and rights protection. (Alanesi, 2024). Similarly, Basir et al. stress that electronic signatures lacking proper authentication weaken their evidentiary value (Basir et al., 2022), while Wan Ismail et al. emphasise that not all digital documents maintain sufficient data integrity for contractual validity (Wan Ismail et al., 2021). Qutieshat’s study in Jordan also notes persistent ambiguities in authentication despite statutory recognition (Qutieshat, 2019), and Aljneibi reports similar weaknesses in Gulf jurisdictions (Aljneibi, 2014).

Second, the supporters underline that digital signatures have gained recognition under statutory law, even if doubts remain. Arwan & Tjempaka show that Indonesia’s Electronic Information and Transactions Law provides a legal framework for electronic signatures, yet public and practitioner confidence is uneven (Arwan & Tjempaka, 2023). Qutieshat likewise acknowledges that legal recognition exists, provided verification standards are upheld

(Qutieshat, 2019). Although enforcement gaps persist, the regulatory framework offers normative clarity in the Indonesian context.

Third, the adaptive or reformist voices attempt to reconcile technological innovation with fiqh principles. Bassan & Rabitti examine blockchain-based smart contracts, suggesting that automation may support efficiency but still requires reconceptualising consent in digital form (Bassan & Rabitti, 2024). Contemporary Islamic legal scholars also propose that digital media can serve as valid shighat, as long as the essential pillars of consent (*ridha*), clarity of object, and party competence are satisfied.

This mapping demonstrates that the scholarly debate remains divided and primarily normative. What is still lacking is an integrated approach that combines doctrinal analysis with empirical evidence from practitioners to test whether theoretical concerns align with industry perceptions. This study seeks to fill that gap in the literature's tendency to prioritize normative or regulatory aspects. In contrast, few studies integrate normative legal analysis with empirical data from digital contract practitioners. Moreover, some analyses assume the equivalence of electronic and written media without thoroughly examining whether all contractual pillars, such as *ridha* (mutual consent), clarity of object, and party competence, are fully satisfied in digital practice.

Against this backdrop, the present study seeks to analyse whether electronic signatures can legitimately substitute *ijab-qabul* in Islamic contract law, while also exploring the perceptions of digital contract practitioners regarding their binding force. In doing so, the article aims to bridge fiqh theory with positive law and contemporary practice, offering academic clarity on the position of digital contracts within the framework of modern Islamic law.

Theoretical and Regulatory Foundations of Digital Contracts

The recognition of digital contracts requires a careful description of both statutory law in Indonesia and the doctrinal principles of Islamic jurisprudence. From a legal standpoint, Indonesia has established a tiered framework to regulate electronic transactions. The first milestone was Law No. 11 of 2008 on Electronic Information and Transactions (UU ITE), which introduced the principle that electronic information and documents are legally valid and admissible as evidence. The 2016 amendment (Law No. 19 of 2016) expanded the scope of recognition by strengthening data protection and broadening the definition of electronic transactions. Most recently, the 2024 amendment (Law No. 1 of 2024) integrated provisions on electronic seals and time stamps, thereby reinforcing the reliability of electronic consent mechanisms (*UU No. 1 Tahun 2024 Tentang Perubahan Kedua Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik*, n.d.-a). These developments illustrate a progressive refinement of Indonesia's approach to digital contracts, ensuring their enforceability under positive law.

Complementing these statutes are detailed implementing regulations. Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions specifies technical standards for system reliability, audit trails, and data integrity (*PP No. 71 Tahun 2019 Tentang Penyelenggaraan Sistem Dan Transaksi Elektronik*, n.d.). To operationalise electronic signatures, Ministerial Regulation of Communication and Informatics No. 11 of 2022 regulates the role of certified electronic signature providers (*Penyelenggara Sertifikasi Elektronik, PSrE*) (*Peraturan Menteri Komunikasi Dan Informatika Nomor 11 Tahun 2022 Tentang Tata Kelola Penyelenggaraan Sertifikasi Elektronik*, n.d.). PSrE institutions are mandated to verify the identity of signatories, issue and revoke certificates, and maintain audit trails that guarantee the authenticity of electronic consent. This regulatory ecosystem ensures that digital signatures are not merely symbolic but functionally equivalent to handwritten ones in their evidentiary and binding effect.

From the perspective of Islamic law, the validity of a contract (*‘aqd*) rests upon its pillars (*arkān al-‘aqd*): the contracting parties (*al-‘āqidān*), the contractual object (*al-ma‘qūd ‘alayh*), the declaration of consent (*ṣiḡhat al-‘aqd*), and the lawful purpose of the agreement (*al-maqṣūd*) (Lubis, 2023)(*Hukum Perikatan Islam Di Indonesia*, 2022). Among these, the *ṣiḡhat* is particularly crucial, representing the exchange of *ijab* (offer) and *qabul* (acceptance). Classical jurists agree that *ijab* and *qabul* must clearly convey mutual consent (*tarāḍī*), but they differ in the degree of explicitness required. The Hanafis emphasise verbal clarity and immediate correspondence between offer and acceptance, while the Malikis and Shafi‘is recognise implied consent if intention (*qaṣd*) and satisfaction (*riḍā*) can be reasonably inferred. The Hanbalis adopt a balanced approach, accepting both explicit and implicit declarations under conditions of clarity (Al-Nawawi, 1990; Al-Sarakhsi, 1993; Qudamah, 1997).

The conditions of a valid declaration of will (*ṣiḡhat al-irādah*) are consistently emphasized (Nur et al., 2023): (a) seriousness of intention (*jiddiyyah*), (b) clarity and absence of ambiguity (*wuḍūḥ*), (c) voluntariness without coercion (*ikhtiyār*), and (d) conformity with the object and purpose of the contract (Faizin, 2022). These doctrinal criteria demonstrate that the medium, oral, written, or gestural, is secondary to the communicative function of expressing mutual consent (Atiyah et al., 2024). Modern scholarship extends this principle to digital media, arguing that as long as electronic mechanisms preserve authenticity, clarity, and voluntariness, they satisfy the *fiqh* requirement of *ṣiḡhat* (Munawar, 2022).

Contemporary debates in Islamic legal studies increasingly affirm that digital contracts, authenticated by electronic signatures, fall within the scope of permissibility (*mubāḥ*), provided the essential pillars and conditions are fulfilled and no prohibited elements such as *ribā* or *gharar* are present (Ahmad et al., 2024). This view reflects both the adaptive capacity of Islamic law and the functional orientation of Indonesia’s statutory regulations. Together, they provide a coherent theoretical and regulatory foundation for recognising electronic consent mechanisms as valid forms of contractual declaration.

Research method

This study employs a normative legal design complemented by empirical inquiry. The normative analysis uses conceptual and statutory approaches, focusing on *fiqh al-mu‘āmalāt* as the doctrinal foundation of contractual consent (*ijab-qabul*) and Indonesian regulations on electronic transactions, particularly the Electronic Information and Transactions Law (UU ITE) and its implementing rules. The empirical component is based on data gathered from 25 business practitioners actively engaged in digital contracts, supplemented by four legal experts (including notaries and in-house counsels) who regularly provide legal assistance in such transactions. Respondents were selected purposively, with the criteria that they had at least two years of experience handling electronic agreements in digital business cooperation.

Data was collected over two months through semi-structured interviews (with both practitioners and legal experts) and electronic surveys (distributed among business practitioners). The interviews were thematically coded to identify recurring concerns and adaptive strategies, while the survey responses were processed in descriptive tabular form to map general tendencies and comparative perspectives. Triangulation was applied to ensure validity and reliability by cross-referencing normative findings with empirical insights. At the same time, consistency of survey responses was tested through repeated key questions in varying formats. This integrated methodological framework grounds electronic signatures within Islamic doctrinal principles of *ijab-qabul* and highlights their practical recognition in contemporary digital business practices.

The Transformation of Contractual Consent from Oral and Written Forms to Digital Expressions

The evolution of contractual consent demonstrates a gradual transformation from oral declarations to written instruments and digital expressions. In classical Islamic law, the validity of a contract (*'aqd*) rests upon the articulation of mutual consent (*ijab-qabul*), which can be conveyed orally, in writing, or through recognisable gestures, provided the expression reflects clarity, intentionality, and mutual assent (Bassan & Rabitti, 2024). The substance of consent, rather than the medium, has always been central to contractual legitimacy. This doctrinal flexibility provides the conceptual foundation for recognising contemporary digital expressions of consent as potential equivalents of traditional *shighat* (Pamungkas et al., 2024).

Indonesian positive law reflects a similar trajectory of development. Law No. 11 of 2008 on Electronic Information and Transactions (UU ITE), amended by Law No. 19 of 2016 and Law No. 1 of 2024, together with Government Regulation No. 71 of 2019 and the Ministerial Regulation No. 11 of 2022, formally recognise electronic signatures, electronic seals, and electronic timestamps as legally binding instruments. These laws ensure that digital expressions of consent are granted the same legal effect as handwritten signatures, provided that identity authentication, exclusive control of signature data, and auditability are maintained (*UU No. 1 Tahun 2024 Tentang Perubahan Kedua Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik*, n.d.). This recognition reflects a deliberate adaptation of legal systems to accommodate the digitalisation of contractual consent while preserving substantive safeguards of validity.

From the perspective of *fiqh muamalah*, the transformation of consent does not alter the fundamental requirements of contracts. The contracting parties (*al-'aqidain*) must be legally competent, the subject matter (*al-ma'qud 'alaih*) must be explicit and lawful, and the purpose (*maudhulul 'aqd*) must align with Sharia. Most crucially, the declaration of consent (*shighat*) must communicate mutual agreement without coercion. Classical jurists stipulate that such declarations must be explicit (*bayan*), intentional (*niyyah*), voluntary, and directed to a specified counterparty (Zuhayli al-wahbah, 1989). In the digital context, these conditions are operationalised through technological mechanisms such as identity verification, timestamping, and secure digital certification. Hence, while the medium has shifted, the underlying juristic criteria remain intact.

Recent scholarship emphasises that digital consent mechanisms, including electronic signatures and smart contracts, should be evaluated according to their communicative capacity to manifest *ijab-qabul*, rather than their technological form. Studies affirm that electronic signatures, by guaranteeing authenticity, integrity, and traceability, can adequately substitute for traditional expressions of consent (Faizin et al., 2024). Comparative regulatory frameworks across jurisdictions, including Indonesia, increasingly validate electronic consent, aligning legal recognition with the objectives of Sharia, particularly the protection of wealth (*hifz al-mal*) and the safeguarding of agreements (*hifz al-'aqd*) (Atiyah et al., 2024; Soualhi, n.d.). This alignment illustrates that the move from oral and written to digital forms constitutes a continuity of legal evolution rather than a disruption of foundational principles (Ezzerouali et al., 2025).

Therefore, the transformation of contractual consent exemplifies the adaptability of both positive law and Islamic jurisprudence in responding to technological innovation. Digital expressions of consent, far from undermining contractual integrity, provide enhanced security and evidentiary reliability. As such, the digitalisation of *ijab-qabul* should be understood as an extension of the long-standing legal tradition of recognising diverse forms of consent, so long as they substantively fulfil the requirements of clarity, voluntariness, and legal capacity (Faizin, 2023).

The transformation of contractual consent from oral declarations to written documentation and, more recently, to digital expressions demonstrates the continuity of *ijab-qabul* in Islamic law while aligning with statutory recognition under Indonesian law, particularly the ITE Law and its implementing regulations. This shift shows that the essence of consent can adapt to different media without losing its binding character.

Nevertheless, this development is not without challenges. The reliance on electronic signatures raises issues of digital authentication, the potential misuse of identity, and the uneven reliability of certification authorities. Furthermore, not all electronic platforms guarantee data integrity or provide standardised safeguards, creating legal uncertainties when disputes arise (Qutieshat, 2019). These challenges indicate that although the doctrinal and statutory frameworks endorse digital consent, its practical implementation continues to face significant risks that demand stronger regulatory oversight and technological assurance.

The Validity of Electronic Signatures as Expressions of Contractual Consent

Recognising electronic signatures as valid consent instruments represents a critical juncture where statutory law and Islamic jurisprudence converge. In the Indonesian legal framework, the Electronic Information and Transactions Law (UU ITE), amended by Law No. 19 of 2016 and Law No. 1 of 2024, establishes electronic signatures as legally binding when they meet specific requirements. These include a unique connection to the signatory, exclusive control during the signing process, and the ability to detect any alteration post-signature. Government Regulation No. 71 of 2019 and Ministerial Regulation No. 11 of 2022 further strengthen this foundation by mandating the role of certified electronic signature providers (PSrE) in identity verification, issuance, and audit trail mechanisms. In effect, these provisions situate electronic signatures within a robust normative framework that ensures their enforceability in digital transactions.

From the perspective of *fiqh mu’āmalāt*, the validity of a contract depends on the fulfilment of its essential pillars: the parties (*al-‘āqidān*), the object (*al-ma‘qūd ‘alayh*), the declaration of consent (*ṣīghat al-‘aqd*), and the purpose or lawful objective of the contract (*al-maqṣūd*) (Ahmad et al., 2024; *Hukum Perikatan Islam Di Indonesia*, 2022). The classical jurists emphasise that the *ṣīghat* must clearly convey mutual willingness (*tarāḍī*) without coercion, ambiguity, or deception. According to the Hanafīs, clarity and explicitness are paramount, while the Shafī’īs and Malikīs allow implied consent as long as the intention is discernible (Nurhadi, 2019; Zuhayli al-wahbah, 1989). In this theoretical light, the question is whether electronic signatures can functionally replace oral or written declarations as valid manifestations of contractual consent.

When viewed through this framework, electronic signatures can align with the requirements of *ṣīghats*. They provide a verifiable record of intent, guarantee clarity through auditability, and ensure voluntariness through secure authentication mechanisms. The uniqueness of digital keys and the oversight of PSrE institutions correspond to the *fiqh* requirement of seriousness and authenticity (*jiddiyyah* and *ṣiḥḥah al-irādah*). Moreover, the ability to verify and preserve records of agreement enhances legal certainty and reduces the possibility of *gharar* (excessive uncertainty) (Faizin, 2023; *Hukum Perikatan Islam Di Indonesia*, 2022; Soualhi, n.d.). Thus, rather than undermining classical principles, electronic signatures operationalise them in new technological settings.

Contemporary scholarship in Islamic law and economics has highlighted this adaptive potential. Studies on smart contracts and digital transactions argue that *fiqh* is not rigidly tied to oral or written mediums but to the communicative function of expressing consent. Recent works reinforce the view that electronic contracts, including those authenticated by e-signatures, are consistent with *maqāṣid al-sharī‘ah*, provided they uphold transparency, fairness, and avoidance of prohibited elements such as *ribā* or *gharar* (Ahmad et al., 2024;

Atiyah et al., 2024). This aligns with the broader theoretical stance that fiqh remains dynamic and capable of integrating technological advancements as long as the substance of contractual obligations is preserved.

The empirical data gathered in this study provide strong corroboration for the theoretical analysis. A survey of digital contract practitioners reveals that a significant % of respondents 82% consider electronic signatures legally binding, while 76% regard them as equivalent to handwritten signatures in representing contractual consent. Furthermore, 88% affirm that e-signatures enhance trust and efficiency in digital transactions. These perceptions highlight compliance with statutory recognition and a practical acceptance within the industry. The data are summarised in Table 1.

Table 1. Empirical survey of digital contract practitioners 2023

Statement on Electronic Signatures	Agree (%)	Disagree (%)
Legally binding in contracts	82	18
Equivalent to handwritten signatures in consent	76	24
Increase trust and efficiency in digital contracts	88	12

Source: Empirical survey of digital contract practitioners 2023

The empirical data gathered in this study provide robust corroboration for the theoretical analysis of electronic signatures within Islamic contract law and Indonesian regulatory frameworks. A survey of digital contract practitioners demonstrates that a significant majority (82% of respondents) consider electronic signatures legally binding under current legal norms. Moreover, 76% regard them as fully equivalent to handwritten signatures in representing contractual consent (*ijab-qabul*), reinforcing the doctrinal argument that the essential elements of consent and mutual agreement can be preserved digitally. In addition, 88% affirm that electronic signatures enhance both trust and efficiency in digital transactions, underscoring their functional advantages in modern commercial practice. These findings reflect compliance with statutory recognition under Indonesian law and reveal a growing practical consensus within the industry.

From an academic perspective, such convergence between doctrinal reasoning and industry practice strengthens the legitimacy of recognising electronic signatures as a valid shahada in Islamic law. It demonstrates that the theoretical flexibility of *fiqh al-mu'āmalāt* can accommodate technological innovations without undermining the foundational principles of consent, clarity, and competence. This alignment highlights the dynamic capacity of Islamic contract law to respond to the digital era while maintaining fidelity to its normative values. The convergence between statutory recognition, fiqh reasoning, and empirical practice underscores the normative validity of electronic signatures. Practitioners' acceptance indicates that digital contracts are not merely theoretical constructs but functionally operational and enforceable. This acceptance also demonstrates that digital consent mechanisms reduce transaction costs, enhance certainty, and provide practical solutions to the needs of a digital economy, thereby reflecting both the letter and the spirit of Islamic contractual principles.

These findings suggest that electronic signatures constitute a technical substitute for handwritten ones and a redefinition of the very concept of *ijab* and *qabul*. The communicative essence of contractual consent (clarity, authenticity, voluntariness) is fully preserved and arguably enhanced through digital means. By ensuring identity verification, non-repudiation, and data integrity, electronic signatures provide stronger safeguards than many traditional

forms of consent. In this respect, they embody a legitimate and reliable modern *ṣīghat*, fulfilling both fiqh and normative requirements while responding to the realities of digital transactions.

The empirical data gathered in this study provide strong support for the theoretical analysis of electronic signatures within Islamic contract law and Indonesian regulatory frameworks. A survey of 29 digital contract practitioners shows that the majority (82%) consider electronic signatures legally binding under current legal norms. In contrast, 76% regard them as equivalent to handwritten signatures representing *ijab-qabul*. Furthermore, 88% agree that e-signatures increase trust and efficiency in digital transactions, reinforcing the doctrinal view that the essence of contractual consent can be validly maintained digitally.

In addition to the general acceptance of e-signatures, the field data also highlight the practitioners’ perspective on contractual enforcement. Around 75.8% of respondents agree or strongly agree that parties violating digital cooperation agreements should be subject to financial penalties, while 68.9% support imposition criminal sanctions for parties acting in bad faith. These findings reflect a growing awareness among practitioners that digital contracts, like conventional ones, require clear legal consequences to ensure fairness and accountability.

Nevertheless, several limitations must be acknowledged. The number of respondents is relatively limited, and most are practitioners who may already be familiar with or favourable toward digital contract systems, creating potential bias in perception. In addition, the findings reveal emerging debates over the proportionality of sanctions, whether administrative, civil, or criminal, which indicates the need for more precise regulatory alignment. From a critical standpoint, implementing electronic signatures in Indonesia still faces several challenges, such as the risk of digital identity forgery, over-reliance on PSrE (Electronic Signature Service Providers), and differing scholarly opinions regarding the validity of non-verbal consent in Islamic jurisprudence. Addressing these issues will require regulatory harmonisation and fiqh-based reinterpretation to strengthen the theoretical and practical legitimacy of e-signatures as a modern *ṣīghat al-‘aqd* in Islamic law.

Conclusion

This study demonstrates that electronic signatures can be valid expressions of *ijab-qabul* in Islamic contract law when examined through normative regulations and fiqh principles. The transformation from oral or written consent to digital consent does not alter the essence of contractual pillars; instead, it provides a contemporary medium for the exact requirements. From a normative perspective, Indonesian regulations, particularly the amended ITE Law and its implementing provisions, firmly recognise electronic signatures as legally binding, provided that technical and procedural standards are satisfied. From a fiqh perspective, the validity of *shighat* rests not on its form but on its communicative function of conveying consent, which electronic signatures demonstrably achieve.

However, this study also acknowledges several limitations, such as the restricted number of respondents and the limited duration of data collection, which may affect the generalizability of the findings. Furthermore, there is potential practitioner bias in interpreting fiqh positions across various schools of thought. Practically, challenges remain regarding data security, potential misuse of identity, and resistance from certain scholars who prioritise traditional modes of consent. Despite these limitations, the findings contribute theoretically and practically to the ongoing discourse on the digital transformation of Islamic contract law. Future research should explore comparative analyses between Indonesian and other Muslim-majority jurisdictions to develop stronger regulatory frameworks and fatwas that can harmonise technological advancement with *maqāṣid al-sharī‘ah*.

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