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Edriagus Saputra[1], Fauziyatul Husna[2], Nur Hamidah Pulungan[3], and Azhar Nasution[4]

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Research Article

Gharar in Islamic Economic Transactions: A Hadith-Informed Mapping of Nusantara Scholarship (2018–2025)

Edriagus Saputra[1], Fauziyatul Husna[2], Nur Hamidah Pulungan[3], and Azhar Nasution[4]

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Abstract

The application of Islamic commercial jurisprudence to digital financial transactions requires careful distinctions between ordinary business risk and legally consequential contractual uncertainty (gharar). This study aimed to map how Nusantara-oriented scholarship addressed gharar and to examine the evidentiary connections between hadith-based arguments, juristic distinctions, and contemporary financial contracts. A descriptive and interpretive literature-mapping design was applied to a bounded dataset of 20 publication records dated 2018–2025, retained from the source manuscript. Publication years, journal characteristics, and one recorded institutional affiliation per article were summarized descriptively, while article titles and available descriptions informed a cautious interpretive synthesis. The original search and screening records were unavailable; therefore, the study did not constitute a reproducible systematic review or an independent authentication of hadith reports. Eleven records (55%) were dated 2024–2025, while recorded affiliations were concentrated in Java (12 of 20). The literature encompassed foundational interpretations of gharar, digital payment instruments, securities practices, and proposals for contractual transparency or supervisory control. However, the available documentation did not establish consistent, article-level links between scriptural provenance, the materiality of uncertainty, and specific contractual obligations. The study proposes a three-level analytical heuristic connecting hadith attribution, juristic assessment, and transaction-specific disclosure. This contribution offers a transparent agenda for more rigorous jurisprudential comparisons, primary-source verification, and contract-level evaluation without asserting generalizable publication trends or product-level Shariah rulings.

Keywords: Contractual Uncertainty; Gharar; Hadith; Islamic Commercial Jurisprudence; Islamic Fintech; Literature Mapping

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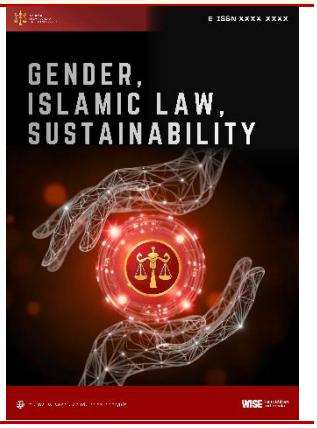

INTRODUCTION

Digital financial infrastructures have altered the manner in which buyers, sellers, intermediaries, and regulators exchange information, perform obligations, and allocate contractual risks. Electronic wallets, platform-mediated payments, financial technology lending, digital investment products, and automated transactions can expand access to financial services, but they also create novel questions about disclosure, asset identification, settlement, and enforceable rights. Islamic commercial jurisprudence (*fiqh al-muʿāmalāt*) evaluates such arrangements through substantive contractual obligations rather than the novelty of their technological interfaces. Research on Islamic financial technology therefore increasingly connects innovation and inclusion with governance, consumer understanding, and Shariah compliance [1]–[5].

Within this framework, gharar refers to uncertainty whose location, extent, or effects may undermine the legal integrity of an exchange. The concept must be differentiated from all commercial risk: variability in a future investment return does not, by itself, establish a prohibited contractual defect. The more precise questions concern whether parties can identify the subject matter, ascertain the price and obligations, understand delivery conditions, and assess uncertainties material to consent or potential dispute. Indonesian jurisprudential discussions emphasize the distinction between relatively tolerable and excessive uncertainty while also recognizing that application requires attention to the particular contract [6]–[9].

Hadith-based arguments provide an important normative foundation for these assessments, especially the well-known report prohibiting gharar sales commonly transmitted through Abu Hurayrah. Nevertheless, mentioning the prohibition is not equivalent to documenting the source of a particular narration, analyzing its transmission, explaining its legal interpretation, or demonstrating applicability to a modern contractual arrangement. Studies focusing on the validity of reports, thematic economic hadith, and legally problematic dealings illustrate why scriptural attribution and doctrinal application should be treated as distinct scholarly tasks. Juristic descriptions of gharar yasīr and gharar fāḥish are analytical categories, not universal numerical thresholds automatically transferable across products [10]–[13].

The technological context further complicates this doctrinal inquiry. Empirical adoption studies in Islamic banking associate decisions about digital services with perceived benefit, trust, religiosity, usability, and assessments of Shariah compatibility. Evidence from Indonesia and comparative studies involving Malaysia and Saudi Arabia indicates that consumers' willingness to adopt a technology is a behavioural question, whereas the legal adequacy of the underlying contract requires a separate inquiry. A platform may be convenient and trusted without those perceptions constituting an independent juristic validation of its products [14]–[18].

This distinction becomes salient for instrument-specific applications. A digital wallet raises questions about stored value, the identity of contractual parties, fees, and withdrawal conditions; securities arrangements may implicate ownership, deliverability, financing, and the timing of settlement; and deferred-payment services foreground disclosures and consumers' understandings of contractual duties. Recent studies of Islamic e-wallet intentions, religiously grounded assessments of buy-now-pay-later services, and Shariah capital-market governance demonstrate that these instruments cannot be evaluated by a single generic label of 'financial uncertainty' [6], [19]–[21].

Governance studies likewise identify important institutional conditions. Examinations of Shariah boards, digital-asset protection, regulatory oversight, and digital risk suggest that religious

compliance, operational design, and enforceability are interdependent but not identical concepts. For example, an immutable technical record may preserve a transaction history without proving that the original terms were fully disclosed or legally acceptable. The promise of financial inclusion should therefore be evaluated alongside questions of authority, supervision, contractual transparency, and remedies for consumers [5], [22]–[25].

A growing international literature has investigated these issues through different methodological lenses. Alshater et al. [2] mapped 85 Scopus documents on Islamic FinTech and identified regulatory and financial-literacy constraints. Hudaefi et al. [4] examined interactions within Indonesia's Islamic FinTech ecosystem through text analytics. Mohd Noh et al. [6] reviewed 13 studies of gharar in modern Islamic financial transactions and emphasized that legal interpretation varies with the financial instrument. Complementary work investigated Shariah compliance behaviour, Islamic financial inclusion, and the governance of digital securities or markets [15], [20], [26]. These studies provide important insights, but they do not eliminate the value of asking how a specifically Nusantara-oriented, bounded set of publications presents the relationship between hadith citations, legal tests of material uncertainty, and the factual structure of contemporary transactions.

The research gap addressed here is consequently narrower than a claim that gharar has not been reviewed. The inherited source manuscript contains a 20-publication map but does not preserve a transparent search history, verified article-level thematic codes, or a comparative extraction of legal sources, juristic criteria, and contract features. The missing linkage is an evidentiary limitation within this documented corpus, not proof of a universal absence in the field. Transparent differentiation between descriptive mapping, scoping review, systematic review, and bibliometric analysis is essential when the underlying retrieval and analytical processes are incompletely documented [27]–[30].

Accordingly, this study aimed to describe the year, outlet, and recorded affiliation characteristics of 20 Nusantara-oriented publications dated 2018–2025; identify the broad substantive problems visible in the retained records without inventing article-level coding outcomes; and develop a cautiously argued heuristic linking hadith provenance, juristic materiality, and transaction-specific disclosure. Its contribution lies in clarifying what this bounded literature can establish, where source-to-contract reasoning remains insufficiently documented, and what more rigorous future legal and empirical studies should test.

METHODS

This study employed descriptive and interpretive literature mapping of a fixed corpus of 20 Nusantara-oriented publications on gharar dated 2018–2025. Each publication served as the unit of analysis. The corpus predominantly represented Indonesia and included one Malaysian affiliation. The source manuscript identified Google Scholar and the keyword “gharar” as its original discovery route, but complete search strings, retrieval dates, screening decisions, and deduplication records were unavailable. The design was therefore classified as bounded literature mapping rather than a reproducible systematic review [28]–[30].

Data were extracted from the recorded bibliographic entries, covering author information, year, article title, journal outlet, inherited accreditation label, and one institutional affiliation per publication. Publication frequencies and percentages were calculated using 20 as the denominator,

while affiliations were grouped geographically. Recorded accreditation labels and affiliations were not independently verified. The source's broad topic labels were regarded as provisional because article-level coding procedures were not documented [27], [31], [32].

Interpretive synthesis considered three overlapping domains: hadith and fiqh foundations, applications to contemporary contracts, and disclosure or governance responses. The analysis examined the proposed connections between scriptural authority, juristic criteria for material uncertainty, and specific contractual obligations. Additional peer-reviewed studies informed contextual interpretation but were excluded from corpus counts. No primary hadith authentication, independent quality appraisal, inter-coder reliability assessment, or direct examination of financial products was undertaken. Consequently, the findings were interpreted as exploratory descriptions of the selected corpus rather than generalizable conclusions [6], [7], [10].

RESULTS AND DISCUSSION

Characteristics of the bounded publication corpus

As shown in Table 1, the retained collection contained 20 publication records spanning 2018–2025. The records addressed contractual uncertainty through jurisprudential definitions, hadith discussions, and applied settings such as electronic wallets, digital financial technology, securities trading, banking contracts, and online sales. The titles and outlets were retained from the inherited source; their appearance in this table does not indicate that each full text or bibliographic identifier was independently authenticated.

Table 1. Publications retained in the source corpus (n = 20)

No.	Authors and year	Article title or reported focus	Journal / outlet
1.	Cindy Ayu Azhara et al (2025)	Kajian Hukum Islam Terhadap Teknologi Finansial Modern (Fintech): Tinjauan Fiqih Terhadap Riba, Gharar, Dan Maysir	SALSABIL: Jurnal Syariah Dan Hukum Ekonomi
2.	Fadhlurrohman et al (2025)	Aspek Hukum Gharar dalam Kontrak Bisnis Syariah Kontemporer	El-Fata: Journal Of Sharia Economics and Islamic Education
3.	Hamidah et al (2025)	Substansi Riba Dan Gharar Pada Praktik Short Selling, Scalping, Dan Margin Trading di Pasar Saham Dalam Fatwa Dsn Mui	Jurnal Inovasi Hukum
4.	Fajeri et al (2025)	Gharar, Barang Haram Dan Zhalim Dalam Muamalah (Studi Hadis Al-Ahkām)	Integrasi: Jurnal Ilmiah Keagamaan dan Kemasyarakatan
5.	Zakaria et al (2025)	Unsur Gharar Dalam E- Wallet Mengikut Perspektif Syariah	Journal of Islamic Philanthropy & Social Finance (JIPSF)
6.	Heny May Widiyawati & Zen (2024)	Macam-Macam Gharar (Gharar Katsir Dan Khofi) Dan Aplikasinya Di Lembaga Keuangan Syariah: Akad Dalam Transaksi Syariah Dan Aplikasinya di Bank Syariah	Maro; Jurnal Ekonomi Syariah dan Bisnis
7.	Fazda & Hidayat (2024)	Fiqih Muamalah Sebagai Solusi Dalam Menghadapi Praktik Riba Dan Gharar	Indonesian Journal of Islamic Jurisprudence,Economic and Legal Theory

No.	Authors and year	Article title or reported focus	Journal / outlet
8.	Muthia Azzahra et al. (2024)	Gharar Konsep Memahami Dalam Fiqih: Definisi Dan Implikasinya Dalam Transaksi	Hikmah: Jurnal Studi Pendidikan Agama Islam
9.	Muhammadi et al. (2024)	Mitigating Gharar in Sharia Capital Market Volatility: Governance, Regulation, And Technology	Az-Zarqa' Jurnal Hukum Bisnis Islam
10.	Affero & Mustofa (2024)	Dinamika konsep gharar dalam transaksi keuangan perspektif ulama fikih klasik	Ma'mal Jurnal Laboratorium Syariah dan Hukum
11.	Khunaini et al. (2024)	Dilema gharar dalam jual beli bibit durian musang king: studi kasus desa jatisari bondowoso	JPIK:Jurnal Pemikiran dan Ilmu Keislaman
12.	Rizki et al. (2023)	Pandangan Al-Qur'an Terhadap Bentuk Transaksi Maysir, Gharar & Riba di Indonesia	Economics and Digital Business Review
13.	Nurinayah (2023)	Praktik gharar dalam transaksi ekonomi islam: telaah terhadap kaidah fiqhiyah	TADAYUN: jurnal hukum ekonomi syariah
14.	Maulana (2022)	Batasan riba, gharar, dan maisir (isu kontemporer dalam hukum bisnis syariah)	SYARAH: jurnal hukum islam dan ekonomi
15.	Basyariah (2022)	Larangan jual beli gharar: kajian hadist ekonomi tematis bisnis di era digital	Mukaddimah: Jurnal Studi Islam
16.	Hamnah (2021)	Validitas hadis tentang jual beli gharar	Shar-E: Jurnal Kajian Ekonomi Hukum Syariah
17.	Rudiansyah (2020)	Telaah Gharar, Riba, dan Maisir dalam Perspektif Transaksi Ekonomi Islam	Al-Huquq: Journal of Indonesian Islamic Economic Law
18.	Hidayatullah (2019)	Analisis bai' gharar terhadap jual beli follower di instagram	AL-MIZAN:Jurnal Hukum dan Ekonomi Syariah
19.	Putri Nova Khairunisa (2019)	Etika bisnis dalam islam terhadap transaksi terlarang riba dan gharar	LABATILA: Jurnal Ilmu Ekonomi Islam
20.	Rahman (2018)	Hakekat dan batasan-batasan gharar dalam transaksi Maliyah	SALAM; Jurnal Sosial & Budaya Syar-i

Publication-year distribution

As shown in Table 2, 11 of the 20 records (55%) were dated 2024–2025, including six in 2024 and five in 2025. The highest count occurred in 2024 (n = 6). These frequencies described only the fixed collection, because the complete discovery and exclusion denominators were unavailable. They were not treated as evidence of growth in the wider scholarly field.

Table 2. Publication years recorded in the source corpus (n = 20)

Year	Count	Percentage
2018	1	5%
2019	2	10%
2020	1	5%
2021	1	5%
2022	2	10%
2023	2	10%
2024	6	30%

2025	5	25%

Recorded journal accreditation

Table 3 summarizes the outlet-accreditation labels inherited from the source manuscript. Six entries (30%) were labelled 'not accredited', six (30%) SINTA 5, six (30%) SINTA 4, one (5%) SINTA 3, and one (5%) SINTA 6. These labels were reported as archival metadata rather than a fresh validation of current accreditation or a proxy for Scopus journal quartiles.

Table 3. Inherited outlet-accreditation labels (not independently recertified)

Recorded label	Count	Percentage
Not accredited (source label)	6	30%
SINTA 5	6	30%
SINTA 4	6	30%
SINTA 3	1	5%
SINTA 6	1	5%

Recorded institutional geography

Table 4 summarizes the geographical distribution of one recorded affiliation per article. Java accounted for 12 entries (60%), followed by Sulawesi with three (15%), Sumatra and Kalimantan with two each (10% each), and Malaysia with one (5%). Because the author associated with each affiliation was not consistently identified, the values were not interpreted as unique institutional output, national publication shares, or evidence of international collaboration.

Table 4. One recorded affiliation location per publication (n = 20)

Recorded location	Count	Percentage
Java	12	60%
Sulawesi	3	15%
Sumatra	2	10%
Kalimantan	2	10%
Malaysia	1	5%

Provisional topical labels and substantive orientations

The inherited topical visualization assigned 11 records (55%) to 'Islamic law', eight (40%) to 'religion', and one (5%) to 'culture'. The source did not supply an article-by-article codebook, mutually exclusive category rules, or an independent check of those assignments. These values were therefore retained only as provisional metadata and were not used to establish a validated thematic prevalence. Qualitative inspection instead indicated three overlapping areas of inquiry: hadith- and fiqh-oriented explanations, specific transactions or market instruments, and possible transparency or governance responses. The inspection did not establish how frequently individual sources examined each area in depth.

Discussion

The present map illuminated the scope of an identified 20-record collection, not the prevalence of gharar scholarship in the broader literature. Its most important interpretive result was the need to connect normative authority with the contract that is actually being assessed. Indonesian discussions distinguish uncertainty as a normal condition of economic activity from uncertainty capable of undermining informed consent, ascertainable obligations, or transactional fairness. The comparison is conceptually consistent with jurisprudential accounts that distinguish tolerable from

excessive gharar, but it does not imply that those accounts specify identical numerical or operational thresholds [7], [8], [13], [33], [34].

The findings should be read alongside, rather than positioned as a replacement for, Mohd Noh et al. [6], whose review of 13 articles investigated the dimensions of gharar in modern Islamic finance transactions through a documented search. The substantial convergence is that legal characterizations depend on the structure of the relevant instrument; a generic assertion of 'uncertainty' remains insufficient. A central contrast is methodological: the present inherited corpus lacks the screening trail, independent extraction, and contract-by-contract assessment needed to make similarly systematic claims. Alshater et al. [2] used Scopus records to map Islamic FinTech research, whereas Hudaefi et al. [4] used text analytics to study Indonesia's ecosystem. Their studies similarly underscore the usefulness of explicit selection procedures and analyzable units, while the present work offers a more narrowly jurisprudential organizing lens [2], [4], [6], [29].

The hadith-informed component requires special caution. The existence of legal arguments invoking a prohibition of gharar does not verify every citation to a particular narration, its transmission pathway, the relevant commentary, or the interpretive steps used by each modern author. Studies on the validity of gharar reports and thematic economic hadith provide promising starting points, while contemporary jurisprudential treatments add distinctions about the degree and contractual consequences of indeterminacy. The present synthesis consequently recommends that a future comparative study record the source collection, hadith identifier, transmission assessment where relevant, juristic rule, object of uncertainty, and disputed contractual clause for every case. This is a proposed analytical sequence, not the outcome of a new hadith authentication performed here [10]–[12], [35].

A second area concerns instruments and consumer behaviour. Studies of Islamic mobile banking, digital service adoption, Shariah compliance expectations, and Islamic electronic-wallet intentions show that perceived convenience, trust, religious concerns, and usability influence behaviour. However, adoption and satisfaction outcomes are not interchangeable with legal validity. Similarly, evidence concerning religiously based buy-now-pay-later decisions identifies ethical perceptions, but it does not alone adjudicate the legal design of a particular deferred-payment agreement. Taken together, these studies support evaluating product usability and customer comprehension alongside, but not instead of, the actual allocation of ownership, payment, fee, and delivery obligations [14], [15], [17]–[19], [21].

The governance dimension also qualifies overly optimistic or overly dismissive interpretations of technology. Haridan et al. [24] emphasized the supervisory involvement of Shariah boards in Malaysian Islamic banking innovation; Muryanto [5] compared regulatory requirements across jurisdictions; and Azizah [23] examined digital-asset legal protection in Indonesian Islamic banking. Ahmed [1] proposed possibilities for security-token ecosystems, whereas Alsaghir [22] highlighted digital risks and barriers to realizing financial inclusion. These studies are not necessarily contradictory because they investigate different objects, degrees of risk, and institutional safeguards. Their collective implication is that technological traceability cannot, on its own, correct an initially ambiguous obligation or establish a defensible legal classification [1], [5], [22]–[24].

The same distinction applies to financial and social outcomes. Research on Islamic FinTech lending and enterprise performance documents potential economic benefits in a defined population, while broader syntheses identify inclusion opportunities and implementation constraints. Financial

literacy research further shows why disclosure must be understandable to the customer rather than merely available in technical documentation. Nevertheless, neither observed business performance nor self-reported customer trust proves that the underlying contract lacks prohibited gharar. The appropriate analytical distinction is between economic consequences, users' informational capacity, and the legal materiality of a disputed contractual feature [26], [36]–[40].

Market-based and automated arrangements make this separation particularly consequential. The mapped corpus included studies of gharar in securities-market volatility and smart-contract-oriented responses. Related research on sustainability-linked financial technologies and blockchain-based transparency suggests potential efficiencies and improved record preservation; however, none of these features logically guarantees proper asset identification, lawful risk allocation, or legal enforceability. A contract-sensitive inquiry must therefore document whether uncertainty concerns existence, quantity, quality, delivery, settlement, counterparty obligations, or remedies, and then evaluate its materiality using an explicit legal argument rather than inferring compliance from technology alone [9], [20], [41], [42].

The study's novelty is modest but specific: it reframes an inherited, Indonesia-centred bibliographic map around a proposed three-level evidentiary interface. The first level asks which hadith or other authoritative legal source is invoked and with what provenance; the second identifies the criterion through which uncertainty becomes legally consequential; the third maps that criterion onto the actual subject matter, information disclosures, and performance terms of the transaction. This heuristic could guide legal-compliance checklists, teaching cases in Islamic commercial law, or future cross-product comparisons, but no reliability, validity, or predictive-performance test was conducted. Reporting guidance supports making the difference between a conceptual framework and a validated instrument explicit [27], [28], [31], [32].

Several limitations restrict the implications. The source supplied no complete search histories, retrieval dates, inclusion log, full-text verification matrix, article-level coding audit, or independent quality appraisal. The 20 records therefore cannot represent a census, a national output trend, or a generalizable estimate of thematic prevalence. Nine inherited corpus publications lacked a confirmed DOI in the source bibliography; those titles remain descriptive dataset entries rather than being silently omitted or retrospectively assigned identifiers. The journal-accreditation labels and single affiliation per record were also unverified historical metadata. Future research should prospectively register a review protocol, search multiple databases, retain screening decisions, check original texts and persistent identifiers, conduct independent coding, extract primary hadith and fiqh arguments, and compare identifiable contract clauses across product classes. These steps would permit clearer tests of the proposed heuristic and stronger regulatory conclusions.

CONCLUSION

This study mapped 20 Nusantara-oriented publications on gharar in Islamic economic transactions dated 2018–2025 and examined the limits of their documented evidence. The selected corpus encompassed foundational hadith and jurisprudential discussion as well as applications to digital payments, capital-market arrangements, and other contemporary contracts. Eleven records (55%) were dated 2024–2025, while 12 of the 20 recorded affiliation entries were located in Java; these distributions characterize only the inherited dataset and cannot establish wider publication trends or institutional productivity. The central contribution is a three-level analytical heuristic linking the

provenance of cited legal authority, the juristic materiality of uncertainty, and the specific disclosure and performance obligations of a transaction. This framework offers a practical basis for more transparent comparisons between classical legal principles and emerging financial instruments. Nevertheless, the absence of complete retrieval records, validated thematic coding, systematic hadith authentication, and contract-level verification limits the strength of any legal or policy inference. Future studies should combine reproducible multisource literature selection with primary-source criticism, rigorous article-level coding, and comparative contractual analysis before making generalizable Shariah-compliance claims.

AUTHOR INFORMATION

Corresponding Author

Edriagus Saputra – Department of Hadith Sacience, Sekolah Tinggi Agama Islam Negeri Mandailing Natal (Indonesia).
orcid.org/0000-0002-2498-8768
Email: saputraedriagus@gmail.com

Authors

Fauziyatul Husna – Department of Hadith Sacience, Sekolah Tinggi Agama Islam Negeri Mandailing Natal (Indonesia).
orcid.org/0000-0002-2498-8768
Email: fauziyatulhusna742@gmail.com

Nur Hamidah Pulungan – Department of Hadith Sacience, Sekolah Tinggi Agama Islam Negeri Mandailing Natal (Indonesia).
orcid.org/0009-0007-2812-2316
Email: nurhamidahpulungan@stain-madina.ac.id

Azhar Nasution – Department of Hadith Sacience, Sekolah Tinggi Agama Islam Negeri Mandailing Natal (Indonesia).
orcid.org/0009-0007-2812-2316
Email: azharnasution1996@gmail.com

AUTHOR CONTRIBUTION

F.H., E.S., N.H.P., and A.N. contributed to the conceptualization and development of the study. F.H. and E.S. were responsible for the methodology, literature review, and interpretive analysis. N.H.P. contributed to data collection, literature organization, and data curation. A.N. contributed to the validation of findings, critical analysis, and manuscript review. F.H. prepared the original draft, while E.S., N.H.P., and A.N. contributed to reviewing and editing the manuscript. All authors read and approved the final version of the manuscript and agreed to be accountable for its content and integrity.

CONFLICT OF INTEREST

The authors declare that they have no financial, personal, professional, or institutional conflicts of interest that could have influenced the research or publication of this study.

DECLARATION OF USE OF AI IN SCIENTIFIC WRITING

During the preparation of this manuscript, the authors used ChatGPT (OpenAI) to assist with drafting and refining academic English, improving manuscript structure, enhancing clarity and coherence, and organizing citations and references in accordance with IEEE. The AI-assisted content was intended to support the writing and editorial process, not to replace independent scholarly judgment or verify research evidence. The authors retain full responsibility for reviewing and verifying the accuracy of the manuscript, including its scientific content, data interpretation, citations, and references, before submission.

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