

The Concept of Khiyar in Food Purchase Transactions through the Foodpanda Application

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Abstract

The principle of contract protection in online buying and selling is crucial for increasing user confidence in engaging in business transactions. This is especially important because the parties involved are often distant from one another, which can lead to elements of fraud, misrepresentation of product details, and other issues. This study analyzes transactions conducted through the Foodpanda application based on the concept of khiyar. The research is qualitative, utilizing document analysis and interviews. This approach is suitable for obtaining accurate findings grounded in real-life situations. The results indicate that transactions conducted via the Foodpanda platform align, to some extent, with the concept of khiyar as outlined in Islamic muamalat. However, there is still room for improvement to fully optimize the application of khiyar in Foodpanda transactions, such as implementing clearer khiyar conditions and providing more explicit guidelines. The concept of khiyar in Islamic muamalat, as derived from the Quran and Hadith, represents a well-organized economic structure with a positive impact. Khiyar is also an effective means of resolving disputes between sellers and buyers. The findings of this study have important implications for the application of Shariah principles in online transactions, particularly in enhancing transparency, fairness, and consumer protection through the integration of khiyar. By improving guidelines and ensuring Shariah compliance, businesses can build trust among Muslim consumers and promote ethical practices in digital marketplaces

Keywords: Khiyar, Protection, Online, Sale, Foodpanda

Introduction

E-commerce transactions in Malaysia have seen significant growth since 2021, particularly in the food delivery sector. Berita Harian Online reported a 35 percent increase in food delivery services that year. Datuk Seri Mustapa Mohamed, then Minister in the Prime Minister's Department (Economy), announced that the e-commerce and food delivery services sector achieved a gross merchandise value growth of US\$7 billion (RM29.28 billion). This growth has benefited companies like Foodpanda, a prominent global online food delivery platform operating in Malaysia, China, Singapore, and Taiwan. Owned by Delivery Hero SE and headquartered in Berlin, Germany, Foodpanda offers food delivery services through its

mobile app and website. Users can quickly order from a wide range of local restaurants and shops throughout the day and night.

Foodpanda has partnered with over 115,000 restaurants, offering diverse menu options including main courses, beverages, desserts, Western cuisine, and baked goods. The company's focus on convenient and safe food delivery has made it an integral part of many people's daily lives, thanks to its user-friendly interface and efficient ordering process. Despite its popularity, Foodpanda has received customer complaints regarding orders, including issues related to the right of *khiyar*. While the concept of *khiyar* is generally implemented in both physical and online transactions, subject to specific terms and conditions, there remains a lack of clarity among customers. This is primarily due to limited public understanding of the Islamic concept of *khiyar*. Consequently, some parties engaged in these transactions may be unaware of their actual rights..

This study is motivated by the need to bridge the gap between traditional Islamic contractual principles and modern e-commerce practices. As online transactions become increasingly prevalent, ensuring that these transactions adhere to Shariah principles is essential for protecting consumer rights and fostering trust among Muslim consumers. By examining the application of *khiyar* in Foodpanda transactions, this study aims to analyze buying and selling transactions through the Foodpanda application in Malaysia, specifically examining them through the lens of the Islamic concept of *khiyar*. The study contributes to the field by offering practical recommendations for enhancing the transparency and fairness of online transactions, thereby promoting ethical business practices and consumer protection in accordance with Islamic law.

Concept of Khiyar

Ridho (2016), defines *khiyar* linguistically as choosing, selecting, and filtering, and it can be understood as a choice between two matters: continuing the sale contract or withdrawing from it. According to Nor Izham et al (2020), *khiyar* is the option to proceed or cancel a sale due to defects or shortcomings in the sold goods, agreements made at the time of the contract, or other reasons. The purpose of *khiyar* is to create mutual benefit for both parties so that there are no regrets after the contract is completed, as they have mutually agreed and consented. This definition shows that from the perspective of Sharia, it is necessary to protect public interest (*maslahah*) among people, taking into account human behavior that can sometimes be hasty in decision-making. *Khiyar* in Sharia terms can also be defined by contemporary scholars as the right of the contracting parties, i.e., the seller and buyer, to cancel or proceed the contract due to Sharia-compliant reasons that allow for its cancellation, in accordance with the agreement made during the contract (Asror, 2012).

The original ruling for *khiyar* in sales according to Islam is permissible, based on verses of the Quran and hadiths of Prophet Muhammad (PBUH) that have been prescribed. However, if *khiyar* is used for the purpose of deception or lying, then it becomes forbidden (*haram*). According to Rina Permata Putri (2014), the *khiyar* is permitted due to the urgent need to consider the interests of each party in conducting transactions. This definition is also explained by Ijah Apriyani (2022), meaning that *khiyar* is the right to choose for one or both parties executing the agreed transaction according to the conditions of each party involved in the transaction. For the buyer, it is permissible to stipulate *khiyar* for a certain period, and as

long as they have the right of *khiyar*, they are entitled to return the purchased goods and request a refund from the seller. If the seller stipulates that the payment cannot be refunded except by exchanging for other goods, this condition is void and cannot be practiced at all because the money paid is the customer's property.

Khiyar can be divided into seven types: *khiyar majlis*, *khiyar syarat*, *khiyar wasf*, *khiyar naqd*, *khiyar taa'yeen*, *khiyar ru'yah*, and *khiyar aib*. Sheikh Daud bin Abdullah al-Fatani classifies *khiyar* into *khiyar al-tarawwi* and *khiyar al-naqisah*. *Khiyar al-tarawwi* is something not related to deficiency, such as *khiyar majlis* and *khiyar syarat*, while *khiyar al-naqisah* refers to something that has a deficient nature, such as *khiyar aib* (Hadenan Towpek, 2013). Mohd Herwan & Mohd Hawari (2015), opined that there are four main types of *khiyar*: *khiyar majlis*, *khiyar syarat*, *khiyar aib*, and *khiyar ru'yah*. Each type of *khiyar* is divided according to specific types and conditions based on the type of goods and the conditions of the contracting parties, namely the seller and buyer.

Online Food Purchasing Services

Rapid increase in urban population has led to busyness and traffic congestion, simultaneously putting pressure on residents in their daily lives (Jannatul 'Agilah Said & Narimah Samat 2021). A survey by the Department of Statistics Malaysia for Southeast Asian countries shows that Malaysia recorded a population of 32,365,999 in 2019, which continued to increase to 32,619,400 in 2020, with the percentage of urban population exceeding 76.6%. On the other hand, this rapid urban development also brings positive effects. For example, it has led to developments in electronic services, particularly in the ICT field, which helps to facilitate daily life. This has also brought changes in the food industry by introducing a new shift, namely offering online food delivery services (FDS). This new method has become a consumer choice because product information is readily available in applications and facilitates the interaction process between sellers and buyers without time limits and geographical boundaries. Zahari et al (2021), define the food delivery sector as institutions, agencies, or certain parties that offer food and beverage delivery services that have been ordered online and are charged at a specific rate to deliver food to its owner.

Ishak et al (2021), state that online food purchasing allows customers to buy anywhere and at any time under any circumstances at a cost-effective price. Thus, it's no wonder that online purchasing has become a primary choice among customers. The advantages of online food purchasing services also clearly make it easier for users to choose and access food offered and sold by sellers from various food entrepreneurs, whether in shops or restaurants. Customers can also view reviews and comments from other customers who have previously purchased from these shops to help them in the process of choosing food and achieving satisfaction in their food purchases.

Despite the conveniences and advantages provided, several issues arise regarding the inability of traders to display accurate pictures and information online, either intentionally or unintentionally. This often occurs in online food sales where customers only rely on the images provided by the seller to refer to the details of the food being sold. However, the opposite happens when the goods or food received are not as advertised online. Usually, the images advertised online are exaggerated compared to the original food condition, and this certainly causes disappointment and regret on the part of the buyer.

The Usage of Foodpanda Application in Malaysia

In Malaysia, many food delivery companies have offered online food delivery services. Food delivery services are divided into two types: services from the business itself or intermediary companies that provide delivery services such as Foodpanda. According to Nur Aneesa & Nor Aishah (2022), the market for food delivery services like Foodpanda in Southeast Asia is very broad, with expectations that this industry will grow around 956 million US dollars by 2022, making the food market industry one of the fastest-growing industries. Foodpanda is a Berlin-based company and is one of the companies that allows users to order food from restaurants online (Noor Liyana & Rohaizan, 2021). Since 2012, Foodpanda has been actively operating in Malaysia as an online food intermediary delivery platform with an estimated 5 million users nationwide in 2020. Jannatul 'Agilah and Narimah (2021), conducted a study on the residents of Penang regarding the frequency of use of preferred food delivery applications, and the majority of respondents in the study used Foodpanda services compared to Grabfood and other services such as KFC Delivery, with a percentage of 90 percent.

The process of purchasing food through Foodpanda exemplifies the concept of online buying and selling. According to Muhammad Ilhamuddin (2022), the Foodpanda application allows users to order their desired food, make payments within the app, and receive their orders at their residence within the specified time frame. During the Covid-19 pandemic, several factors have influenced user satisfaction with Foodpanda's delivery services. Muhammad Ashraf et al (2023), highlight that ordering food through this application is both time-saving and convenient, particularly due to the use of online payments.

A review of the literature reveals numerous studies discussing the concept of khiyar in Islam and operational studies on the Foodpanda application. However, there is a noticeable gap in research regarding the application of khiyar to sale and purchase transactions, especially in the context of online food purchases. No studies have yet addressed both aspects simultaneously. This study aims to fill this gap by examining the concept of khiyar in online food purchase transactions through the Foodpanda application.

Research Methodology

This study employs a qualitative research design, utilizing both content analysis and interview methods to achieve its objectives.

Content Analysis

The content analysis component of this study involves collecting and analyzing materials from primary and secondary sources through comprehensive library research. This method entails searching for, gathering, and examining materials relevant to the study. The primary sources serving as fundamental references include scholarly books, theses, journals, articles, newspapers, and the like. Additionally, official websites and web pages are utilized as supplementary references to obtain pertinent information for the study.

Interviews

Interviews play a crucial role in achieving the study's second objective: to examine the modus operandi and issues arising from sales transactions in the Foodpanda application. The interviews were conducted with two main groups:

1. Sellers: Business owners and managers who use the Foodpanda application as an intermediary for food delivery. Interviewees include the owner of Kelate Rich Cafe, the manager of D'Warung UKM, and an industry trainee from McDonald's Bandar Bukit Raja branch, Klang.

2. Customers: Individuals who have made purchases through the Foodpanda application. Interview appointments were scheduled in advance to accommodate the respondents' availability. These sessions were designed to gather insights into the experiences and perspectives of both sellers and customers regarding the use of the Foodpanda application for food purchases and deliveries.

By combining content analysis and interviews, this research methodology aims to provide a comprehensive understanding of the subject matter, addressing both theoretical aspects and practical experiences related to the Foodpanda application and its associated transactions.

Discussion and Finding

Online food purchase transactions through the Foodpanda application share many similarities with traditional physical purchases, but there are subtle differences, particularly in how contracting parties meet and the availability of goods for sale. These distinctions influence the types of *khiyar* (options) applicable to online purchase transactions. In the context of online food purchases via the Foodpanda application, the relevant types of *khiyar* include *khiyar majlis*, *khiyar aib*, *khiyar ru'yah*, and *khiyar khalf al-wasf*.

Khiyar Majlis

Khiyar majlis occurs when the buyer makes a choice during the sales session and has the right to determine whether to continue or cancel the sale as long as they are still in that session. As Jamilah & Firmansyah (2018), state, *khiyar majlis* is "the right of choice given to transaction actors to cancel or continue the sale and purchase contract while still at the contract location." In online buying and selling, transactions occur between two parties in an online session, although they do not meet physically. Based on the view of Shafi'i school scholars, who state that the application of *khiyar majlis* depends on local practices, this concept can be applied to online transactions where parties connect through electronic communication systems. The action of one party withdrawing from the contract is permitted as long as the connection between them is ongoing, indicating that the *khiyar* is still in progress.

In the Foodpanda application, *khiyar majlis* applies when buyers view goods on the app's sales pages. They can proceed with the purchase or cancel by leaving the page without incurring charges. *Khiyar majlis* also occurs when order problems arise, such as unavailable items. In such cases, the seller contacts the customer to offer alternatives or cancellation options. As Jamilah & Firmansyah (2018), note, *khiyar majlis* occurs "when one party or both offer *khiyar* and the other party gives a final decision regarding the contract to be formed."

Khiyar Aib

Khiyar aib applies to both physical and online sales conducted on the basis of mutual consent. According to Hamdani Rokan (2018), "Islamic jurists say that *khiyar aib* is a condition that allows the transacting party to cancel or continue the transaction when there is a defect in

the tool or goods used as an exchange." This khiyar occurs when there is a defect in the goods that affects their value.

In Foodpanda transactions, khiyar aib can be seen in various situations. For instance, when drinks are received in a spilled condition or food quality is poor (e.g., uncooked rice, burnt chicken, overly salty food). More serious issues include spoiled food or the presence of insects. There are also cases of missing items or incorrect orders, such as not providing utensils or including allergens despite specific requests. Foodpanda offers refund solutions for customers who receive damaged or deficient orders, aligning with the concept of khiyar aib. This is crucial to protect both parties from losses and maintain consent in the transaction. As Jamilah & Firmansyah (2018) explain, different schools of Islamic jurisprudence have varying definitions of what constitutes a defect warranting khiyar aib. The Hanafi and Hanbali schools consider "all elements that damage the object of sale and reduce its value according to the tradition or custom of traders," while the Shafi'i and Maliki schools include "all defects that cause the value of goods to decrease or lose the desired elements from it."

By incorporating these concepts of khiyar, particularly khiyar majlis and khiyar aib, the Foodpanda application aims to ensure fair and satisfactory transactions for both buyers and sellers in the online food purchase process, addressing the unique challenges of digital transactions while maintaining Islamic commercial ethics.

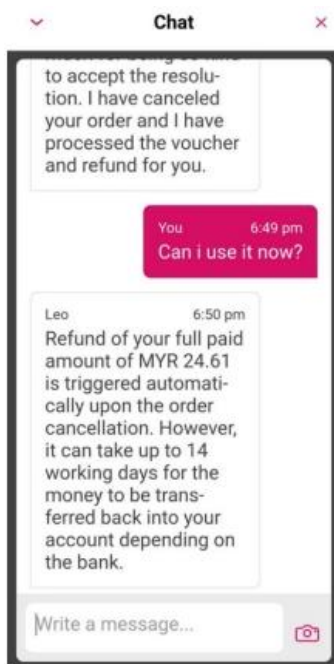


Figure 1: Conversation With Foodpanda Customer Service

Imam Taqiyuddin outlines two choices for the buyer in khiyar aib (option of defect). As Jamilah & Firmansyah (2018), explain, the first choice is that the buyer accepts the goods despite the defect, being satisfied with the condition and the purchased items. In this case, the right of khiyar for the buyer is considered to continue the sale contract. The second choice is that the buyer refuses to accept the defective goods and wants to return them to the owner or seller. In this scenario, the sale contract becomes void because the buyer chooses to cancel it according to the concept of khiyar aib.

In online sales transactions, the right of *khiyar* is forfeited when the buyer does not initiate the process of returning the defective goods, as this inaction indicates that the buyer is satisfied with the purchase, either explicitly or implicitly. For food or drinks received by customers in a deficient or defective condition through the Foodpanda application, it is typically not necessary to physically return them to the seller. Instead, customers need to lodge a complaint on the Foodpanda application, providing evidence of the defect. The subsequent process is then handled by Foodpanda and the seller. Customers who do not make a complaint on the Foodpanda application are considered to be satisfied with the defect in the goods or food, and consequently, the sale contract is deemed valid.

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According to Imam Malik and Shafi'i, the period for claiming cancellation of a contract due to *khiyar aib* occurs immediately. The buyer who experiences a loss should exercise their right of *khiyar* to cancel the contract as soon as possible. If the customer delays without reason, their right of *khiyar* becomes void, and the contract is considered binding or complete (Yashinta Fitriani, 2021).

Foodpanda has also stipulated that complaints regarding each order can be made within 24 hours after the customer receives the order. This period is considered long enough for customers to identify any problems or deficiencies in the food or drinks ordered. This is because, customarily, customers will immediately inspect the food ordered after the delivery person or rider delivers it to their home without waiting for an extended period. There are also situations where customers are late in checking the ordered food, causing them to be slow in realizing the condition of the food that may have defects. After considering all aspects, Foodpanda has decided to set a 24-hour period for customers to make complaints about any deficiencies in the food or drinks. This is also to avoid defects that occur due to food being left unattended for a long time, even though the seller and food delivery person have done their best to deliver the order to the customer in the best condition and quality.

Khiyar Ru'yah

Khiyar ru'yah is the right of the buyer to cancel or proceed with a sale contract for an item that has not been seen when the contract takes place (Ijah Apriyani, 2022). According to Bayu Sandeva (2020), *khiyar ru'yah* is included in the category of *khiyar hukmiyah*, which is a *khiyar* that naturally occurs during the contract. This *khiyar* is established to fulfill the needs and interests of the contracting parties and does not require prior agreement from both parties. *Khiyar ru'yah* is a right specifically given to the buyer because this *khiyar* is an option for buyers who have not seen or cannot see the goods that are the object of the sale when the contract takes place. This *khiyar* is also supported by a hadith narrated by Abu Hurairah that the Prophet Muhammad SAW said: "Whoever buys something he has not seen, he has the right of *khiyar* when he sees it" (Narrated by Daruquṭni and al-Baihaqi).

The application of *khiyar ru'yah* in the Foodpanda app can be seen through the concept of food purchases through the app, which can only be selected through pictures and details provided by the seller. The buyer does not directly see either part or all of the food before making an order. This is because the type of purchase conducted is online, and the buyer and seller are separated. The buyer only realizes and knows the true nature of the goods after receiving them. It is clear that in this online buying and selling concept, the buyer does not see the goods during the contract and is considered not to have a detailed picture of the type and quality of the goods. Although buyers can see the pictures provided by the seller, buyers cannot know the specifications of the goods or food clearly because they are exposed to various factors that lead to differences between the picture and the actual condition of the food.

Besides not seeing the goods before the contract, *khiyar ru'yah* also occurs on goods that exist physically and can be seen as fixed assets or movable assets. For sales through the Foodpanda app, the food sold is something that exists at the time of the contract and can be seen. To know the availability and existence of food before the contract, buyers can identify through the seller's account which has already stated whether the food is still available or not. According to Azwan Abdullah (2020), movable property is something that can be physically moved, while fixed property is physical property that is permanent and cannot be moved to different locations such as land and buildings. The sales transactions conducted through the Foodpanda app are food, which falls into the category of movable property. Therefore, online food buying and selling transactions through the Foodpanda app meet the conditions set for the application of the right of *khiyar ru'yah*.

For buyers who find that the food received is different from the conditions stated by the seller in the Foodpanda app, the buyer can make a complaint through the app or contact Foodpanda customer service to cancel the sale. This is because the buyer has the right of *khiyar ru'yah* which allows the buyer to choose to cancel the sale if they find that the food received does not meet the purpose of the purchase. This can also prevent regret that may occur due to unclear and ambiguous nature of the goods between the two parties before the contract. This *khiyar* aims to build harmony in transactions because it can prevent fraud and disputes between both parties in buying and selling. This is also in line with the opinion of the Hanafi School which outlines that the sale of invisible goods is legally valid. This is because the buyer's risk is minimal as the buyer has the right to make a choice or *khiyar* on the goods seen after the goods have reached them. This is supported by Jamilah & Firmansyah (2022), who

mention that Hanafi scholars established this *khiyar ru'yah* to prevent defects in transactions and can influence the willingness of buyers because they do not know the true nature of the goods.

Khiyar Syarat

Khiyar syarat is a right established for one or both contracting parties to continue or cancel a sale contract within a mutually agreed time period (Nurjannah et al., 2023). According to Alita Nurjannah (2018), the establishment of *khiyar syarat* in online buying and selling transactions can be seen from the agreement of both parties to the possibility of placing conditions in the transaction, namely the condition that traded goods can be returned, and the agreement on the duration of this **khiyar**. Bayu Sandevaa (2022), also gives an example of a *khiyar syarat* contract, such as a buyer saying, "I buy this item from you on the condition that I have the option (*khiyar*) for a day or three days."

For online buying and selling transactions using the Foodpanda application, the seller has given the right to choose to the buyer before the sale contract transaction occurs. Buyers can view the food, given details, and previous customer reviews on the seller's account through the Foodpanda application, and the buyer can choose to proceed with the purchase and make payment through the application. If the buyer chooses not to proceed or continue the sale transaction on the seller's account or through the Foodpanda application, the buyer can leave the seller's account or the Foodpanda application without any charges imposed on them. This means that sellers on the Foodpanda application do not accept food that the buyer wants to return with the reason of wanting to change their mind. Buyers have already been given time and options to make the best decision before making a purchase through the Foodpanda application. This is also because the object of the sale is food, and this puts the seller at risk if the buyer wants to cancel the sale because food is perishable and not long-lasting. This clearly shows that Foodpanda does not apply the concept of *khiyar syarat* in the buying and selling transactions that occur between buyers and sellers through the Foodpanda application.

Khiyar Khalf Al-Wasfi

In the context of online transactions, there is a *khiyar* or right to choose due to differences in specifications, known as *khiyar khalf al-wasfi*. According to Jumarni (2021), *khiyar wasf* is defined as the right to choose to cancel (also known as *fasakh*) or continue a sale when it is found that the purchased goods do not match the desired characteristics. This *khiyar* occurs when customers buy goods online but receive items different from what they ordered. According to the 47th Perlis State Fatwa Committee by the Perlis State Mufti Department in August 2020, there are several conditions stated for the right to choose to continue the contract, cancel it, or amend it due to differences in specifications. Among them are:

1. The buyer finds that the purchased goods are not the same as stated in the online advertisement with significant differences, and the seller does not clearly state the specifications of the goods.
2. The goods received by the buyer are different and not the same as the goods stated by the seller.
3. The buyer must inform the seller of the difference immediately or within an agreed period unless there is a reasonable obstacle.
4. The buyer should not use the goods after knowing the difference in specifications.

If all these *khiyar* conditions are met, the buyer can either continue the sale contract by accepting the goods as they are, or exchange or cancel the sale contract.

For online food buying transactions through the Foodpanda application, there are also situations where the received food is different from the ordered menu. This can be seen through reviews received via the Foodpanda application itself, saying that buyers ordered chicken fried rice but only received fried rice without chicken. In addition, there were also complaints received that buyers purchased a set of 2 pieces of fried chicken with colonel rice at KFC restaurant, but the food received was a set of 2 pieces of fried chicken with french fries. There were also reviews received saying that they received waffles with peanut filling while the ordered food was waffles with chocolate filling.

Such situations are in line with the customer's right to have *khiyar khalf al-wasfi* in buying and selling transactions. For customers who receive a menu different from the food ordered, Foodpanda provides a solution by resending the correct food as ordered by the customer. However, customers should also make a complaint first on the Foodpanda application or contact Foodpanda customer service to inform them of this situation. This is to facilitate Foodpanda in identifying the menu that has errors to be resent to the customer. The food received by the customer usually does not need to be sent back to Foodpanda even if the menu was not purchased by the customer. This initiative provided by Foodpanda indeed creates a feeling of happiness for the customer as they get the food for free even though there was an error by Foodpanda initially. This situation also shows that customers use the right of *khiyar khalf al-wasfi* to claim compensation from the seller for the error in differences in specifications between the food received and the food ordered.

There are also situations where customers receive food different from the original order but do not make a complaint to Foodpanda and choose to accept the food as is. This is considered as the customer choosing to continue the sale contract without claiming any compensation for the difference. If the customer acts on the food as if it's their own property, i.e., eating the food without regard to the difference in specifications, then the right of *khiyar* on their part is considered directly canceled and the sale contract is valid.

The results of the study and analysis of the *khiyar* concept along with the buying and selling transactions practiced by Foodpanda company show that online food buying and selling transactions using the Foodpanda application have implemented several *khiyar* principles, namely *khiyar majlis*, *khiyar aib*, *khiyar ru'yah*, and also *khiyar khalf al-wasfi*, although the application of *khiyar* in some parts has not yet reached maximum application based on Islamic muamalat guidelines. One type of *khiyar* that is not applied by Foodpanda is *khiyar syarat*.

Conclusion

Islam places great importance on the aspect of muamalat, especially fair and equitable buying and selling, by providing protection to the contracting parties, namely the seller and buyer. Although the aspect of online food sales through the Foodpanda application was not specifically discussed because this transaction is a new matter that did not occur in previous times, Islam has set several guidelines based on Sharia that can be applied at all times. The

most appropriate method and concept to protect the rights of contracting parties in Islamic muamalat is through the right of khiyar.

The right of khiyar does not disadvantage any party, whether it's the Foodpanda company, buyers, or sellers. With the application of the right of khiyar in this buying and selling transaction, customers are more confident in making purchases through Foodpanda because their rights are guaranteed and not taken lightly. For customers who have experienced problems related to this khiyar, they are sure to feel satisfied because the solution provided by Foodpanda takes into account all parties involved without neglecting the buyer. This certainly convinces and does not doubt the buyer to continue making purchases through the Foodpanda application in the future.

The implementation and application of the khiyar concept is very important to guarantee the rights of contracting parties, especially in online buying and selling. This is because online buying and selling is more exposed to elements of ambiguity and fraud. Unlike physical buying and selling, online purchases do not go through the process of direct viewing and selection of food by the buyer. Buyers only order food and drinks online without knowing the actual condition and details of the food. So this can create room for misunderstanding or defects in buying and selling. In conclusion, the concept of the right of khiyar in business transactions can ensure mutual benefit for both parties and avoid any regret and loss.

Customer service is very important for a management and business to ensure customer satisfaction and resolve issues or matters that arise in a provided transaction. In the context of Foodpanda company, customer service regarding online food purchase transactions through the Foodpanda application can be contacted through the Foodpanda application itself and Foodpanda Malaysia's official email. However, it is seen that the official Foodpanda email service receives a very slow response from the Foodpanda company to any issues or complaints. Not only that, a number of emails on the issues raised do not receive any feedback and no action is taken on customer problems. This is very disliked by some customers because their problems do not get the proper solution, especially problems regarding khiyar issues that occur in buying and selling transactions through the Foodpanda application or website.

Next, Foodpanda should also provide clear guidelines regarding khiyar to sellers and buyers. This is important to ensure that both parties are clear about khiyar issues and guidelines regarding khiyar through the Foodpanda application. Foodpanda can also make a choice button in the purchase application for buyers to confirm they agree to receive the goods (qabd) and continue the contract (luzum) or cancel it and return. This will be a black and white record and become a neat and clear reference. This more efficient service and clear guidelines certainly create a pleasant feeling for customers. This will make customers feel that their welfare is more preserved in a buying and selling transaction and will convince them to deal in online buying and selling, especially through the Foodpanda application.

The Foodpanda company should not take lightly the customer service and activate channels such as email and telephone lines to receive complaints and then resolve issues that occur to customers, especially regarding khiyar problems that occur. This is because customers have the right to get the option to continue or cancel the sale according to the

concept of khiyar in Islamic muamalat. Khiyar is also a mechanism in perfecting the pleasure in transactions that occur in line with the main condition in buying and selling, which is mutual pleasure between seller and buyer.

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