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Validity of Sale and Purchase Agreement Using Coin Flip System: A Perspective from Indonesian Civil Code and Islamic Commercial Law

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Abstract

The Coin Flip system is an innovative method in sale and purchase agreements, where the price is determined by a coin toss. It is used when negotiations between the buyer and seller reach a deadlock, introducing a random element to the price determination, which differs from traditional methods. This study aims to analyze the validity of the Coin Flip system under both positive law (the Civil Code) and Islamic commercial law (fiqh muamalah). The focus is on whether the system meets the requirements for a valid agreement in the Civil Code and Islamic law. Additionally, the research examines the issue of maysir (gambling) involved in this system, which is crucial in sale agreements. The study employs a normative juridical method with a conceptual and legislative approach, utilizing primary, secondary, and tertiary legal sources. Data was collected through literature review and analyzed qualitatively. The findings show that the Coin Flip sale agreement is valid according to the Civil Code, as it satisfies both subjective and objective conditions, including a voluntary agreement between legally competent parties with a clear price and valid object. However, the system is not valid under fiqh muamalah, as it lacks a clear and definite price and includes elements of maysir (gambling), which is prohibited in Islam.

Keywords: Sale and Purchase Agreement; Coin Flip; Civil Code; Islamic Commercial Law.

Introduction

The Islam is a universal religion that governs all aspects of life, both in worship and in muamalah (transactions). Islam clearly distinguishes between worship and muamalah. In the context of worship, the basic principle is that every action must be carried out based on what Allah SWT has commanded. Meanwhile, in muamalah, the basic principle is that any action that benefits and brings goodness to humanity is permissible, except for those actions that are prohibited by Allah SWT (Al-Assal et al., 1999, p. 153).

In life, humans require the involvement of others in every activity to fulfill their needs and build social relationships. These interactions foster cooperation, allowing individuals to both give and receive benefits. The importance of these interactions creates interdependence among humans, and one common form of interaction is buying and selling. Buying and selling is the process of exchanging goods for a medium of exchange, typically money (Pudjiharjo, 2019, p. 24).

The scholars of fiqh have consensus (ijma') that the ruling of buying and selling is mubah (permissible), as humans are social creatures who depend on each other. Therefore, the wisdom behind the practice of buying and selling is to support human survival, as human life cannot continue without mutual assistance between individuals (Siswadi, 2013, p. 60)). The permissibility of buying and selling is based on evidence from the Qur'an, the Sunnah, and the ijma' of scholars. An example of this is the verse in the Qur'an, Surah Al-Baqarah (2:275):

وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰوا

"Allah has made trade lawful and has made usury (riba) unlawful."

In fiqh law, buying and selling falls under the category of muamalah. Muamalah consists of a set of rules set by Allah SWT to regulate human relations, especially in terms of acquiring and managing wealth. The purpose of buying and selling is not only to achieve unilateral profit but also to strengthen social bonds between individuals. This is expected to benefit the consumer and provide satisfaction to the seller. Therefore, the agreement between the two parties must be clear and mutually accepted to prevent any risks after the transaction is completed (Anggria Lastri et al., 2022, p. 179)). Allah SWT's command regarding transactions in buying and selling is also addressed in Surah An-Nisa' (4:29):

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْا لَا تَأْكُلُوْٓا اَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ اِلَّآ اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۗ وَلَا تَقْتُلُوْٓا اَنْفُسَكُمْ ۗ اِنَّ اللّٰهَ كَانَ بِكُمْ رَحِيْمًا

"O you who have believed, do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful]."

This verse refers to transactions in muamalah that are done unjustly. It shows that Allah SWT forbids Muslims from unlawfully consuming the wealth of others. The concept of batil in this context is very broad, including economic transactions that contradict Islamic principles, such as transactions based on riba (interest), speculative transactions (maysir/gambling), or those containing gharar (uncertainty or risk in transactions), and similar matters. This verse also emphasizes that acquiring wealth must be done with the consent and willingness of all parties involved in the transaction, such as between the seller and the buyer (Djuwaini, 2008, p. 70).

The practice of buying and selling has continuously evolved over time. Today, economic activity has become one of the most important aspects of human life, growing in a dynamic and rapid manner. This is particularly true with the advancement of communication and information tools and devices, which have made economic activities more diverse and increasingly intense (Mustofa, 2016, p. 7-8).

In the world of buying and selling, innovation and creativity constantly find new ways to provide unique and exciting experiences for both buyers and sellers. One of the latest trends that has gained popularity is Coin Flip (coin toss) to determine the price (Kiky, 2022). Coin Flip itself has been known for a long time in the world of sports, such as in football, where important decisions are often made by tossing a coin to decide who starts the game or chooses the side of the field (Jaffé et al., 2020). However, now Coin Flip is being practiced in buying and selling transactions as an innovative method for setting prices (Dickinson & McEvoy, 2021).

Coin Flip is typically used when negotiations between the seller and buyer fail to reach an agreement. This system provides a fair middle ground for both parties (Jaffé & Greifeneder, 2022). Before the coin toss is made, the seller and buyer agree to accept the outcome of the Coin Flip, ensuring that neither party is disadvantaged (Ndi, 2017). The possible prices resulting from the Coin Flip are predetermined and agreed upon by both parties beforehand, so everyone is aware of and accepts the consequences of the Coin Flip's result (Douneva et al., 2019).

Various stores and individuals have started practicing the Coin Flip system in their buying and selling transactions, for example:

1. Tiktoker @Rangga Pratama

Rangga Pratama is known for his hobby of thrifting, or buying second-hand branded goods. There was a moment when he wanted to buy a thrifted shirt, but he and the seller couldn't reach a price agreement. To resolve the impasse, Rangga offered a Coin Flip as a middle ground to determine the price. Before performing the Coin Flip, both parties agreed on the possible prices, ensuring a mutual understanding. Eventually, both parties reached an agreement through this method (https://vt.tiktok.com/ZSYw8RowT/).

2. Phone Station Store

Phone Station is a store that sells both new and used mobile phones. When price negotiations between the seller and buyer hit a deadlock, the store uses the Coin Flip system to reach an agreement. This system helps both parties come to a resolution without feeling disadvantaged, provided that the prices are determined and agreed upon beforehand, before the coin toss takes place (https://vt.tiktok.com/ZSYwRbLYC/).

3. Kicks Catalog and Uncharted Stores

Kicks Catalog and Uncharted are stores specializing in the buying and selling of shoes, both new and used. These stores also use the Coin Flip system in their transactions when the price negotiations do not reach an agreement. With the Coin Flip system, a fair agreement is reached for both parties. Similar to Phone Station, the price used in the Coin Flip is predetermined and agreed upon by both parties before the coin toss is made (https://vt.tiktok.com/ZSYwR7oF2/; https://vt.tiktok.com/ZSYwRqCtw/).

In the Indonesian Civil Code (KUH Perdata), Article 1320 regulates the conditions for a valid agreement. This article serves as the fundamental basis in Indonesian civil law, outlining four requirements for a valid agreement: mutual consent between the parties, the legal capacity of the parties to enter into an agreement, a specific subject matter, and a lawful cause. Article 1320 provides clear guidance on how an agreement can be considered valid and legally binding. In the context of modern transactions, such as the use of the Coin Flip system, questions arise as to whether the outcome of a Coin Flip can be considered a valid agreement in a sale and purchase contract. A decision based on a random element, like a coin toss, raises concerns about the validity of the agreement, especially if one party feels disadvantaged.

From an Islamic law perspective, the use of Coin Flip in sale and purchase agreements may be considered a form of gambling (maysir), which is prohibited in Islam because it involves uncertainty and speculation. The Coin Flip system in sale and purchase agreements is a new phenomenon that has not been explicitly regulated in legislation, either in the Civil Code or in Islamic commercial law (fiqh muamalah). This creates a legal vacuum, as there are no specific regulations governing the mechanism or validity of the Coin Flip system. Therefore, this study aims to fill this gap by examining the emergence of Coin Flip as a new method used in sale and purchase contracts. Additionally, given the potential controversy and uncertainty regarding the legal certainty and validity of such agreements, this research will explore the practice of sale and purchase agreements using the Coin Flip system and its validity from the perspectives of the Civil Code and Islamic commercial law (fiqh muamalah).

Previous studies have primarily explored the validity of emerging sales mechanisms within the framework of Islamic law, such as dropshipping (Arifin, 2020), real money trading in online games (Aditya, 2019), online personal shopper services (Fadhlia, 2021), sales of catfish seeds by measurement (Nurwijaya, 2023), and bulk sales of unharvested crops through the tebasan system (Mahmudah & Huda, 2020). These studies consistently emphasize issues of gharar (uncertainty), ownership, and fairness, concluding that such mechanisms often raise concerns regarding their compliance with Islamic legal principles. While the present research shares a similar concern with the validity of sales contracts and the assessment of innovative transaction systems, it diverges in both object and scope of analysis. Specifically, this study examines the coin flip system, in which price determination depends on the toss of a coin when negotiations fail, and evaluates its validity not only from the perspective of Islamic law but also within the framework of positive law, thereby offering a more comprehensive legal analysis.

The objective of this research is to provide a deeper understanding of the legal perspectives contained in the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, KUH Perdata) and Islamic Commercial Law (Fiqh Muamalah) regarding the validity of a sale and purchase agreement conducted through the coin flip system. This study introduces a significant distinction and novelty compared to previous works. Earlier research generally concentrated on widely known systems in sales agreements, such as dropshipping, real money trading, online shopping services, measurement-based transactions, and bargaining-based agreements. In contrast, the present study focuses on the coin flip system a novel mechanism in sales agreements that has not yet been thoroughly examined, either in positive law or Islamic law. By introducing an element of randomness in price determination, the coin flip system substantially departs from the mechanisms discussed in previous studies. Therefore, this research aims not only to address existing normative gaps but also to contribute to the scholarly discourse by analyzing an entirely new sales agreement system that has yet to receive attention in earlier literature.

Literature Review

The Coin Flip System

Coin toss or coin flip is the practice of throwing a coin into the air and observing which side appears when it lands, in order to make a random choice between two alternatives, namely "heads" or "tails." This practice is sometimes used to settle disputes between two parties. A coin toss is a form of random selection that inherently has only two possible outcomes. The party who correctly calls the side facing up when the coin lands is considered the winner. It is important to distinguish between the term "coin toss" and simply "throwing a coin." A coin toss specifically refers to the practice of decision-making based on the side of the coin that appears, whereas throwing a coin may serve various other purposes that are not decision-related, such as tossing a coin to a friend or throwing it as far as possible, without the intention of determining which side is revealed.

The Indonesian Civil Code (KUH Perdata)

The Indonesian Civil Code (KUH Perdata) refers to Article 1457 and Article 1320 of the Civil Code. Article 1457 defines a sale and purchase agreement as a contract by which one party binds itself to deliver an object, and the other party binds itself to pay a price. Meanwhile, Article 1320 regulates the essential requirements for the validity of an agreement, namely: (1) the consent of the parties binding themselves, (2) the capacity to conclude an agreement, (3) a specific subject matter, and (4) a lawful cause.

The Islamic Commercial Law (Fiqh Muamalah)

The Islamic Commercial Law (Fiqh Muamalah) refers to the concept of sale and purchase (al-bay‘), which constitutes one of the fundamental contracts in Islamic transactions. This contract regulates the exchange of goods and services based on mutual consent (taradhi) and is bound by principles of fairness, transparency, and the prohibition of gharar (excessive uncertainty), maysir (gambling), and riba (usury).

Research Method

The Methods The research method is a collection of systematic and logical practical steps in the process of gathering data relevant to a specific problem, which is then processed, analyzed, and concluded to find a solution (Bahtiar, 1997, p. 1). The selection of the appropriate research method is crucial to achieving the objectives and goals of the research. When choosing a research method, it is important to consider the type of data to be collected, the research questions, and the context of the research itself.

The type of research used is normative research, often referred to as doctrinal research. This research is conducted by examining materials sourced from legislation and utilizing various written literatures, such as books, journals, papers, and other relevant documents. The research approach used in this study is both the conceptual approach and the statute approach. The conceptual approach requires the researcher to examine the views and doctrines that have developed in the fields of law and religion. With this approach, the researcher is expected to refer to the legal principles proposed by scholars or existing doctrines. This study also uses the statute approach, which focuses on analyzing all relevant laws, regulations, and legal frameworks related to the legal issue being examined (Soekanto, 2006, p. 34). In this case, the researcher refers to the positive law of Indonesia as outlined in the Civil Code (KUH Perdata), as well as the rules found in fiqh muamalahas relevant sources of Islamic law.

In this study, the researcher uses the following legal materials: Primary Legal Materials, Secondary Legal Materials, and Tertiary Legal Materials. Primary legal materials are those that have direct binding authority on the parties involved, whether individuals, companies, or other legal entities (Muhaimin, 2020, p. 59). In this research, the primary legal materials include the Qur'an, Hadith, Fiqh Muamalah, and the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata or KUH Perdata). Secondary legal materials serve to explain, elaborate on, and provide context to primary legal materials. These materials include books, journals, and the opinions of legal experts (Muhaimin, 2020, p. 60). In this study, secondary legal materials consist of books, journals, theses, social media, and scholarly articles, particularly those discussing civil law and fiqh muamalah. Tertiary legal materials refer to legal sources that provide additional guidance or explanation to primary and secondary legal materials. These materials include the internet, legal dictionaries, and encyclopedias, which are used to support and clarify primary and secondary legal materials (Amiruddin & Asikin, 2012, p. 58).

The method of gathering legal materials in normative legal research is carried out through literature studies on various legal sources, including primary, secondary, and tertiary legal materials, as well as non-legal materials. The search for legal materials can be conducted in various ways, such as reading, observing, listening, or through online searches using the internet or websites (Muhaimin, 2020, p. 65). In this study, the collection of legal materials is carried out using a systematic literature study method. The data collection technique involves reviewing relevant regulations and laws related to the research topic to obtain comprehensive and accountable data, while also documenting the legal materials in a structured manner.

The data obtained from the research will be analyzed using a qualitative normative analysis method, which will be presented in a structured, logical, clear, and effective manner. Subsequently, a discussion will be conducted. Based on the discussion results, conclusions will be drawn deductively as answers to the problems being studied. Soerjono Soekanto and Sri Mamudji state that qualitative normative analysis is carried out by elaborating the data obtained based on legal norms, theories, legal doctrines, and principles relevant to the issues being discussed (Soekamto & Mamudji, 2010, p. 98).

Result and Discussion

The Meaning of Corruption and Types of Corruption The Practice of Sale and Purchase Agreements Using The Coin Flip System

The practice of "empap koin" or coin flipping is the act of tossing a coin into the air and checking which side appears when the coin lands, to randomly choose between two alternatives, typically heads or tails, and is sometimes used to settle disputes between two parties. It is a form of sorting that inherently has two possible outcomes. The party that calls the side facing up when the coin lands is the winner. The term "flipping a coin" is different from "empap koin" as "flipping a coin" can have a variety of non-specific purposes, such as tossing a coin into a friend's hand or trying to flip it as far as possible, but not necessarily to observe which side shows up.

In the world of buying and selling, innovation and creativity always find new ways to provide a unique and engaging experience for both buyers and sellers. One of the latest trends that has gained popularity is the Coin Flip in determining the price. The Coin Flip itself has long been known in the world of sports, such as in football, where important decisions are often made by flipping a coin to determine who will start the match or choose the side of the field. However, now the Coin Flip is being practiced in sales transactions as an innovative way to set the price.

This system uses the mechanism of a coin toss as a way to determine the final price of an item when negotiations between the seller and the buyer reach an impasse. Although it involves an element of luck, this system is still based on an initial agreement made by both parties so that the result can be mutually accepted. This system is typically used in situations where there is no resolution in the price bargaining, but both parties still wish to proceed with the transaction without feeling disadvantaged. The Coin Flip eliminates tension in negotiations by offering a quick and effective solution that can be accepted by both parties. In this way, both the seller and the buyer feel that the decision is fair, as the outcome is determined by the coin toss, which gives each party an equal opportunity.

The implementation of the Coin Flip system initially begins with negotiations as in typical sales transactions. The bargaining process is conducted as usual, where the seller offers a price for the item being sold, while the buyer provides a price offer. When no agreement is reached during negotiations, both parties will agree to use the Coin Flip as an alternative method to determine the price. In this case, both parties must agree on the parameters to be used in the Coin Flip process, such as the highest and lowest prices to be set based on the result of the coin toss.

Picture 1. Flip User

The Coin Flip process itself is carried out in a simple manner. The seller or buyer will provide a coin, and both parties agree on which side of the coin will represent the price each side proposes. For example, the heads side of the coin could represent the price proposed by the seller, while the tails side represents the price proposed by the buyer. Before the coin is flipped, both parties have already determined and agreed upon the prices that will apply if either side of the coin appears. Then, the coin is tossed into the air, and the result will determine the final price of the goods being sold. The coin toss is done openly in front of both parties to maintain transparency and avoid manipulation. The result of the coin flip becomes the basis for determining the final price of the goods. With this system, both parties no longer argue extensively about the price but accept the outcome based on the coin flip.

The use of Coin Flip has started to be widely applied in buying and selling agreements, especially in the sale of second-hand items such as shoes (https://vt.tiktok.com/ZSYwRqCtw/), clothing, and mobile phones. This system has become a creative solution to resolve price negotiations that often reach an impasse. Meanwhile, the use of Coin Flip for new items is still rare, as transactions for new products generally have fixed prices (https://vt.tiktok.com/ZSYw8RowT/). One example of the application of Coin Flip can be seen in a video of a second-hand clothing seller (Thrift) on TikTok, where they demonstrate how they and the buyer resolve the price negotiation using this method. In the video, it is evident that before the coin toss, both parties had agreed upon the price range that would apply for each side of the coin.

Picture 2. Flip User

The Coin Flip system is also commonly used in transactions involving second-hand electronic goods. For example, a second-hand mobile phone seller shared this practice through content on TikTok (https://vt.tiktok.com/ZSYwRbLYC/). In the process, both the seller and the buyer appeared enthusiastic and enjoyed the method of determining the price using Coin Flip. The final result provided a fair solution without either party feeling disadvantaged. This reflects that Coin Flip is not only a way to resolve negotiations but also creates an engaging transaction experience.

However, the Coin Flip system also faces its own set of challenges behind its popularity. One of the biggest challenges is the potential dissatisfaction of the party who feels disadvantaged by the result of the coin flip. This usually arises when the price range agreed upon for each side of the coin is too extreme, such as IDR 0 and IDR 500.000 or even as extreme as IDR 0 and IDR 32.000.000. In such situations, the party who loses the coin flip receives nothing, even though they may have hoped for a fairer outcome. This can lead to disappointment, as the Coin Flip system only offers two options, without providing an alternative that might seem more reasonable to both parties.

This issue often arises because the seller and the buyer have different expectations before the Coin Flip takes place. Although both sides have agreed on the price for each side of the coin, an outcome that is too extreme can leave one party dissatisfied. Therefore, the Coin Flip system should ideally begin with a more reasonable agreement by setting prices with a smaller difference, so that both parties remain satisfied regardless of the result of the coin flip.

Picture 3. Flip User

Despite having some challenges, the Coin Flip system remains an interesting way to resolve price negotiations. This system offers a quick, efficient solution and provides a sense of fairness to both parties with results based on equal chances. The use of Coin Flip in transactions also creates a unique and different impression compared to traditional negotiation methods.

The Coin Flip system not only serves as a practical solution for resolving price disputes, but it also reflects how traditional methods like coin tossing can be utilized in a modern context. In a constantly evolving marketplace, this system demonstrates that innovation and creativity are essential for creating more engaging and relevant transaction experiences in line with the times. With its simple yet effective approach, Coin Flip has great potential to become an increasingly popular method in various buying and selling transactions in the future.

The Validity of The Sale and Purchase Agreement Using The Coin Flip System From The Perspective of The Indonesian Civil Code (KUH Perdata)

Sale and purchase is a form of agreement in civil law that aims to transfer the ownership rights of an item from the seller to the buyer in exchange for money. According to Article 1457 of the Indonesian Civil Code (KUH Perdata), a sale and purchase is defined as an agreement between the seller, who promises to deliver the goods, and the buyer, who promises to pay the price of the goods. The activity of sale and purchase is not only part of economic interaction but also plays an important role in meeting human needs.

Article 1320 of the Indonesian Civil Code governs four requirements that must be met for an agreement to be considered valid, namely subjective and objective requirements. The subjective requirements include the agreement between the parties and legal competence, while the objective requirements include having a clear object and a lawful cause. These four elements must be met for an agreement to be considered valid under the law. Below is a detailed explanation of these requirements, along with their analysis in the context of the application of the Coin Flip system:

a. Agreement Between the Parties

Agreement means the alignment of will between the parties involved. In the context of Coin Flip, the agreement occurs when both parties agree to use the coin toss system as a method for determining the final price of the goods to be sold. Before the coin toss is carried out, both parties have agreed on the price parameters that will apply to each side of the coin, so the final result is voluntarily accepted by both parties. Therefore, the sale and purchase agreement using the Coin Flip system can be said to have met the requirement of agreement between the parties as per Article 1320 of the Civil Code.

b. Legal Competence

Legal competence refers to the ability of each party to perform legal acts, such as being of legal age or not being under guardianship. In practice, the Coin Flip system generally involves adults as the participants in the transaction, as the goods being sold have significant value or are branded products (e.g., second-hand shoes, clothes, or mobile phones), which are not cheap. Therefore, it is unlikely for minors to be involved in this process, as the price of the goods acts as a limitation, and they generally lack the legal competence to participate in such transactions. Hence, the sale and purchase agreement using the Coin Flip system can be said to meet the requirement of legal competence since the participants have the legal capacity and can be held accountable for the agreement made.

c. Specific Object

Article 1320 of the Civil Code stipulates that the agreement must have a clear and specific object. In the context of Coin Flip, the object of the agreement includes the goods being sold and the price parameters that have been previously agreed upon by both parties. The goods being sold are specified in detail, including the type, condition, or other characteristics, such as a certain branded shoe in a particular condition (new or used). Furthermore, the prices for each side of the coin have also been clarified and agreed upon before the coin toss is conducted. Therefore, the sale and purchase agreement using the Coin Flip system can be said to meet the requirement of a specific object since both the goods and the price have been clearly determined and agreed upon by both parties.

d. Lawful Cause

A lawful cause means that the purpose of the agreement must not contradict the law, morals, or public order. In the context of Coin Flip, the cause of the transaction is to transfer ownership of the goods from the seller to the buyer in exchange for a certain price that has been agreed upon beforehand. This cause is considered lawful as long as it does not violate any laws, as the Coin Flip system is not explicitly prohibited by Indonesian legislation. Moreover, this method does not violate moral norms as long as the process is conducted transparently and without any manipulation. In practice, Coin Flip is regarded as a unique alternative method for resolving deadlocks in price negotiations. Therefore, the sale and purchase agreement using the Coin Flip system can be said to meet the requirement of a lawful cause, as the purpose of the agreement is legitimate and in accordance with applicable law.

The Validity of The Sale and Purchase Agreement Using The Coin Flip System From The Perspective of Islamic Commercial Law (Fiqh Muamalah)

Every Muslim is given the freedom to engage in various business agreements as long as they do not contradict the principles and rules established in Sharia. Various agreements, contracts, peace treaties, or terms generally require the consent of the parties involved. Islam does not provide detailed regulations on transaction mechanisms but rather allows space for market forces and business actors to determine the methods of transactions. The existing rules in Islam are general, aiming to ensure that transactions align with the objectives of Sharia (Hidayat, 2022, p. 20).

Every muamalat (transaction or human interaction) is essentially allowed, such as buying and selling, leasing, pawning, various forms of cooperation, and so on. All of these are permissible as long as there is no explicit evidence stating that the transaction is haram. Such evidence may come from verses of the Qur’an, hadith, or guidelines derived from ushul fiqh studies related to the legality of a matter, including norms (Abdul Helim, 2024, p. 304). This means that humans have the freedom to engage in transactions, whether buying and selling or renting, according to their desires, as long as there is no prohibition from Sharia. As long as there are no clear restrictions from Sharia, all these customs remain valid and are not bound by specific rules (muthlaq), in accordance with their original principles (Yusuf al-Qardhawi, 2010, p. 10). The clear reference in this matter is:

اَلْأَصْلُ فِى الْمُعَامَلَةِ الْإِبَاحَةُ إِلاَّ أَنْ يَدُلَّ دَلِيْلٌ عَلَى تَحْرِيْمِهَا

"The default ruling for all forms of muamalah is permissibility, unless there is evidence indicating its prohibition."

To assess the Islamic legal perspective on the sale and purchase agreement using the Coin Flip system, it is important to examine how this practice aligns with the rules of buying and selling in fiqh muamalah. The author will analyze the pillars and conditions of buying and selling according to Islamic law to determine whether the sale and purchase agreement using the Coin Flip system is in accordance with the applicable Shariah rules. In addition, the author will also analyze the connection of this practice with the element of maysir, as Islam prohibits transactions that involve uncertainty and speculation resembling gambling.

a. Analysis of the Pillars and Conditions of Sale and Purchase in Islam

The pillars of sale and purchase, as agreed upon by the majority of Islamic scholars (Jumhur Ulama), consist of four key elements (Syafei, 2001, p. 76):

1) Parties to the Contract (Al-Muta'aqidain)

The parties involved in the sale and purchase agreement using the Coin Flip system, namely the seller and the buyer, meet the requirements to be the valid subjects of the contract under Islamic fiqh (jurisprudence). Both parties fulfill the legal competency requirements, which include possessing sound reasoning and the ability to make valid legal decisions. The seller and buyer are also of legal age, legally competent, and are not under coercion, fraud, or mistake. Both parties are consciously and voluntarily engaged in the transaction, in accordance with the principle of 'an taradhin (mutual consent) in fiqh muamalah. Furthermore, the condition that the contract must involve two different parties has been fulfilled, with one party acting as the seller and the other as the buyer, ensuring that no party assumes dual roles in the same transaction.

2) Object of the Contract

a) Purity

The item being sold must be free from impurity (najis) and must be lawful (halal) according to Islamic law. Therefore, the object of the sale must not be something that is prohibited to trade in Islam, such as carrion or contaminated items. In the Coin Flip sale and purchase agreement, the objects being sold such as branded shoes, branded clothing, or mobile phones are certainly in compliance with this requirement, as they do not fall under the category of impure or unlawful items according to Islamic law.

b) Ownership or Authority over the Item

The item being sold must be the legitimate property of the seller or must be authorized by the rightful owner. This means that the seller must have the right to sell the item, and the buyer must be able to receive the item from the legitimate owner. In the Coin Flip sale and purchase agreement, the seller typically clarifies whether the item being sold is their own or whether they have been authorized by someone else to sell it. If the item is not the seller's personal property, they usually provide clarification that they have the right or permission from the owner to conduct the transaction. Often, the buyer will directly ask the seller about the origin of the item, and the seller will provide clarification regarding the ownership of the item.

c) Benefit

The item being sold must have utility or benefit for the buyer. Items that are useless are not permissible for sale in Islam. However, if the item later becomes beneficial such as through technological advancements it may become permissible to sell. In the Coin Flip sale and purchase agreement, the items being sold, such as branded shoes, branded clothing, or mobile phones, certainly have clear utility. These items will be used by the buyer after the transaction is completed.

d) Clarity and Control

The item being sold must be clearly defined and accessible to the buyer. This means that the item must not be ambiguous, and there must be certainty regarding its type, quantity, and condition. In the Coin Flip sale and purchase agreement, the item being sold is clearly specified in terms of type, characteristics, and condition. For example, if the seller offers a pair of branded used shoes, the type, condition (new or used), and specifications are explained in detail. The item is also available at the location and can be handed over to the buyer immediately after the transaction.

e) Price, Quantity, Type, and Cost Must Be Clear

The item being sold must have its price, quantity, and type clearly stated. Without this clarity, the transaction could be delayed and result in uncertainty (gharar), which is prohibited in Islam. In the Coin Flip sale and purchase agreement, the price is determined through the Coin Flip process, with both parties having agreed in advance on the price range that will apply before the contract is made. Therefore, the agreed-upon price is known and clear to both parties. Additionally, the quantity and type of the item being sold are also pre-agreed upon, so there is no ambiguity regarding the object of the sale.

f) Item Must Be Deliverable at the Time of the Contract

The item being sold must be deliverable to the buyer at the time the contract is concluded. This is essential to ensure that the transaction is carried out fairly and in accordance with Sharia law, without any delay that could disadvantage one party. In the Coin Flip sale and purchase agreement, after the transaction is completed and the price is determined, the item being sold is ready to be delivered to the buyer.

3) Sighat (Ijab and Qabul)

a) The Person Making the Declaration Must Be of Legal Age and Sane

In a sale and purchase agreement using the Coin Flip system, both parties involved in the transaction, namely the seller and the buyer, have met the requirements of being of legal age and possessing sound reasoning. The seller and the buyer are both adults who are legally competent and capable of making valid decisions. They are fully aware of and understand the consequences of the transaction, which involves determining the price of the item based on the outcome of the coin toss.

b) Qabul in Accordance with Ijab

Ijab occurs when the seller offers an item at a price that will be determined by a coin flip, while qabul occurs when the buyer accepts the offer, agreeing that the price determined by the coin toss is the valid price. Both parties have agreed upon the price range that will apply, such as IDR 1.000.000 for the number side and IDR 1.200.000 for the picture side. The ijab and qabul in the Coin Flip system occur voluntarily and without coercion from either party. Both parties fully understand and agree to the method of price determination, ensuring that qabul corresponds with ijab.

c) Ijab and Qabul Occur in the Same Meeting

Ijab and qabul in the sale and purchase agreement using the Coin Flip system take place in the same meeting, that is, in a meeting between the seller and the buyer. Both parties are present and discuss the same topic, namely the sale and purchase agreement where the price will be determined by the coin toss. Therefore, there is no inconsistency between ijab and qabul because both parties directly and consciously agree on the price to be determined, and they are in the same space at the time the transaction is made.

4) Exchange Value of the Price

a) Clarity of the Agreed Price

In the sale and purchase agreement using the Coin Flip system, the agreed price is not clear and definite because the price is determined randomly by the coin toss. Although both parties are aware of the price range that may occur, the uncertainty of the coin flip result creates ambiguity, preventing the absolute clarity of the price. In Islamic fiqh, a clear price is a necessary condition for the validity of a sale and purchase agreement, ensuring that both parties know the exchange value they will receive. The uncertainty introduced by the Coin Flip, which relies on chance, means that the price determined cannot be considered clear in accordance with the Islamic rules regarding clarity of price in transactions.

b) Payment of the Price at the Time of the Contract

In the sale and purchase agreement using the Coin Flip system, even though the price is determined by the coin toss, payment can be made at the same time as the transaction, i.e., after the price has been determined. This means that the price agreed upon through the Coin Flip can be paid immediately after the transaction, whether in cash, via transfer, or another mutually agreed-upon payment method. If the payment is made on credit, such as through installment or popular "pay later" methods, the payment obligation must be clear and agreed upon beforehand. This is done to avoid any uncertainty (gharar) that is prohibited in Islam.

c) Conformity of the Object with Sharia

In the sale and purchase agreement using the Coin Flip system, the items being transacted are goods that hold value according to Islamic law and are legally tradable, such as second-hand mobile phones, branded second-hand shoes, or branded second-hand clothing. These items certainly do not fall under the category of prohibited goods in Islam, making the transaction legally valid and in accordance with the principles of fiqh muamalah.

Conclusion

The The practice of a sale and purchase agreement using the Coin Flip system involves determining the price through a coin toss, where the seller and buyer have previously agreed on a price range for each side of the coin. This system is applied when both parties are at an impasse in price negotiations. Once the price is determined, the transaction continues with payment based on the result of the coin flip. If the determined price is too extreme, one party may feel it is unfair or disproportionate to the value of the item being traded. Therefore, it is important to agree on a reasonable price range before the transaction takes place. This Coin Flip system is commonly used in second-hand (used) goods transactions and has gained popularity on social media platforms such as Instagram and TikTok.

A sale and purchase agreement using the Coin Flip system is valid according to the Civil Code (KUH Perdata), as it meets both the subjective and objective requirements outlined in Article 1320 of the Civil Code. The transaction is made with the voluntary agreement of both the seller and buyer, who are of legal age, legally competent, and not under guardianship. The agreed price is clear, with the price parameters for each side of the coin having been previously approved. The object being sold is also clearly defined and legally transferable. However, the sale and purchase agreement using the Coin Flip system is not valid according to Islamic commercial law (fiqh muamalah), as it does not fulfill the conditions of a valid sale that require a clear and definite price. Although there is an agreement between both parties, the uncertainty of the price determined through the coin toss creates ambiguity, which violates a fundamental principle in fiqh muamalah: the clarity of price. Additionally, the Coin Flip system contains elements of maysir (gambling), which contradicts the principle of fairness in transactions. In fiqh muamalah, maysir is prohibited because it creates uncertainty and unclear risks, which could potentially harm one of the parties involved.

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