

**IMPLEMENTATION OF KHIYAR IN PURCHASING TICKETS ON
THE TRAVELOKA, TIKET.COM, AND BOOKING.COM
APPLICATIONS**

***IMPLEMENTASI KHIYAR DALAM PEMBELIAN TIKET PADA
TRAVELOKA, TIKET.COM DAN BOOKING.COM***

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Abstract

Khiyar is the right to continue or cancel the sale and purchase contract. Where today's technological developments are very necessary to protect the rights of both parties in carrying out transactions. This research aims to analyze the application of khiyar in purchasing tickets on the traveloka, tiket.com, and booking.com applications. The data used in this research is secondary data taken from books, the official websites of each platform and previous research journals. This research uses a qualitative descriptive method by analyzing the characteristics of the transportation ticket buying and selling transaction process on each platform. Each transaction stage is depicted using a flow chart and the flow is described. Every online transportation ticket purchase transaction is analyzed to determine the implementation of khiyar rights on each platform. The results of this research show that online transportation ticket purchase transactions on

the Traveloka, Tiket.com and Booking.com platforms have implemented khiyar ta'yin, khiyar conditions, and khiyar naqd, while khiyar aib is applied on the Tiket.com platform. The results of the khiyar are carried out in accordance with the khiyar provisions between the seller and the buyer.

Keywords: *Booking.com; Tiket.com; Traveloka; khiyar*

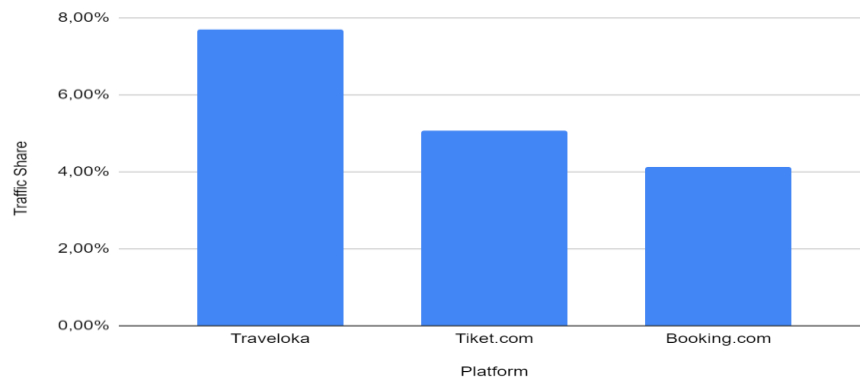
Abstrak

Khiyar adalah hak untuk melanjutkan atau membatalkan akad jual beli. Dimana pada perkembangan teknologi saat ini sangat diperlukan untuk melindungi hak kedua belah pihak dalam melakukan transaksi. Penelitian ini bertujuan untuk menganalisis penerapan khiyar dalam pembelian tiket pada aplikasi traveloka, tiket.com, dan booking.com. Data yang digunakan dalam penelitian ini adalah data sekunder yang diambil dari buku, website resmi masing-masing platform dan jurnal penelitian sebelumnya. Penelitian ini menggunakan metode deskriptif kualitatif dengan menganalisis karakteristik proses transaksi jual beli tiket transportasi pada masing-masing platform. Setiap tahapan transaksi digambarkan menggunakan bagan alur dan dideskripsikan alurnya. Setiap transaksi pembelian tiket transportasi online dianalisis untuk mengetahui implementasi hak khiyar pada masing-masing platform. Hasil penelitian ini menunjukkan bahwa transaksi pembelian tiket transportasi online pada platform Traveloka, Tiket.com dan Booking.com sudah menerapkan khiyar ta'yin, syarat khiyar, dan khiyar naqd, sedangkan khiyar aib diterapkan pada platform Tiket.com. Hasil khiyar yang dilaksanakan sesuai dengan ketentuan khiyar antara penjual dan pembeli.

Kata Kunci: *Booking.com; Tiket.com; Traveloka; khiyar*

A. INTRODUCTION

Currently, the development of technology is progressing very rapidly. This technological advancement has an impact, one of which is the function of the internet which is used in buying and selling transactions (online buying and selling). This online buying and selling process occurs on an internet website or application. Online buying and selling is considered simpler, easier and faster. The convenience of this transaction is also felt by the community in the activity of ordering transportation tickets. People who used to have to go to travel agents to order tickets, are now made easier by the presence of various websites or applications that provide transportation ticket purchases. In addition, buying tickets via the web or application is considered simpler and faster when compared to buying tickets directly.



Picture 1 : Traffic Share Traveloka, Tiket.com, dan Booking.com

Source : similarweb (2023)

Seeing the various advantages offered by online ticket purchases, of course, attracts people to use it. Similarweb data (2023) shows that Traveloka, Tiket.com, and Booking.com are in the top three Online Travel Agent (OTA) in the March-May 2023 period. The first place is occupied by Traveloka with a desktop traffic share value of 7.71% as of May 2023. Being one of the unicorn startups from Indonesia, the global average of traveloka.com site visits in the March-May 2023 period was 4.129 million visits. Second place is followed by Tiket.com with a traffic share value of 5.08% and a global average visit in the March-May 2023 period of 886.5 thousand visits. The third place is the Booking.com platform with a traffic share value of 4.12%.

However, the ease of the transaction is prone to many risks and losses borne by buyers, especially the risk in online buying and selling that often occurs, namely the rampant fraud. The Ministry of Communication and Information through the Directorate of Informatics Application Control of the Ministry of Communication and Information conveyed data on fraud case reports in electronic transactions from 2017 to 2022 as many as 405,000 reports (Wibisono, Siriket, Edhi, 2023).

Seeing the many cases of fraud that have occurred in 2022, this fraud is also not spared in the online ticket buying and selling sector. There have been many cases of consumers getting unpleasant services from Traveloka. The most common problem experienced by consumers is the unilateral cancellation of tickets by Traveloka (Gunawan, 2023). Of the various possibilities that will harm consumers in this online buying and selling process, of course, a system is needed that will protect consumers

from possible fraud that can occur. In Islamic economics, the Right of Khiyar is known. Khiyar is the right of two parties to continue or terminate a contract or purchase transaction on behalf of the buyer and seller. With this right, the seller and buyer have the same right to continue or cancel the purchase transaction. In this case, the most important thing is the principle of justice between buyers and sellers. According to Jofanda and Khusnul (2021), the application of khiyar between sellers and buyers aims to avoid losses to one of the parties, in order to minimize the risks that may occur at the end of the transaction. In addition, Dalimunte and Nikmah (2019) concluded that sellers must be responsible for defective merchandise to buyers to maintain the value and rules of Islamic requirements.

Previous research that discusses khiyar rights in online buying and selling transactions was conducted by Teti and Sofyan (2021) which concluded that the implementation of khiyar on the Shopee marketplace site in practice has implemented khiyar even though in terms of knowledge and literacy about khiyar both from Shopee, buyers, and sellers do not fully understand khiyar. Yuanita and Wijaya's research (2022) regarding the implementation of khiyar in online buying and selling transactions at Shopee concluded that the implementation of online buying and selling through Shopee has implemented *khiyar* rights, namely *khiyar conditions*, *khiyar majlis*, *khiyar 'aib*, *khiyar ta'yin*, and *khiyar ru'yah*. In addition, Apriliani, Salsabila, and Wijaya (2023) discussed the problematic implementation of *khiyar* in online buying and selling. The study concluded that the implementation of *khiyar* in online buying and selling is still very small and its implementation is hampered because the goods cannot be seen directly..

The novelty in this research is that the websites or applications studied are Traveloka, Booking.com and Tiket.com with a transaction year of 2023, as well as the application of khiyar rights in transportation ticket buying and selling transactions. Therefore, the author examines how the procedure for purchasing online transportation tickets and the implementation of khiyar in the Traveloka, Booking.com, and Tiket.com applications. This study aims to describe the process of purchasing online transportation tickets and analyze the implementation of khiyar in the Traveloka, Booking.com, and Tiket.com applications.

B. THEORETICAL FRAMEWORK

1. Definition of Khiyar

The term 'Khiyar' comes from Arabic which means choosing the best. In the concept of fiqh, khiyar is defined as an option to continue or cancel a sale transaction, because there is a defect in the goods being sold, or there is an agreement at the time of the contract, or for other reasons. (Hasan, 2018)

However, khiyar can be prohibited for several reasons (Hasan, 2018):

- a. There is an attempt to help commit immorality.
- b. There are elements of deception.
- c. There are elements of coercion.

The purpose of khiyar is to protect both parties (buyer and seller) so that there is no regret or loss after the contract is completed, because both parties are equally willing and agree.

2. Conditions of Khiyar

There are several conditions for khiyar in buying and selling to be valid (Hasan, 2018):

- a. The seller and buyer should agree on the right of khiyar.
- b. Defective merchandise should be allowed to be returned.
- c. Abu Yusuf was of the opinion that if the buyer owns the merchandise, then it can be understood that the conditions of khiyar are:
 - 1) Muta'akidaini.
 - 2) In one location.
 - 3) The period is three days.
 - 4) There is damage to the merchandise.

3. Types of Khiyar

The following are the kinds of khiyar (Hasan, 2018):

- a. Khiyar majlis

Each 'aqidain has the right to choose between continuing the contract or canceling it as long as the two have not separated.

b. Khiyar ta'yin

This is the right of the purchaser to make a choice between a number of similar or equivalent objects of the same nature or price.

c. Khiyar syarat

The right of the 'aqidain to continue or cancel the contract during a certain time limit that is stipulated during the contract.

d. Khiyar 'Aib (because of defect)

The right of one of the 'aqidain to cancel or continue the contract when he discovers a defect in the object of the contract that the other party did not inform him of at the time of the contract.

e. Khiyar ru'yah

The right of the purchaser to cancel or continue with the contract when he sees the object of the contract, provided that he has not seen it at the time of the contract or he has seen it previously within a time limit that allows changes to occur to it.

f. Khiyar Naqd (Payment)

Occurs when two parties make a sale with the stipulation that if the buyer does not make payment, or the seller does not deliver the goods within a certain time limit.

4. Benefits Khiyar

Khiyar is one of the important aspects in the buying and selling process. The application of khiyar aims to maintain the willingness and benefit of both parties (buyers and sellers) and protect both parties from the dangers that may occur and cause losses. Therefore, the application of khiyar in Islam is useful to overcome these problems from the buying and selling process or business activities carried out by humans. Khiyar has many benefits in the buying and selling process. Some of the benefits of khiyar in buying and selling transactions are as follows (Djafri et al.):

a. With khiyar, the sale and purchase contract can be emphasized and become safer.

- b. Provide comfort for both parties (buyers and sellers) and bring satisfaction to each party.
- c. With *khiyar*, it can prevent fraud because there is clarity and openness in the process of buying and selling transactions.
- d. Can avoid disputes in the buying and selling process because the transaction is based on the voluntariness between the two parties.

5. E-commerce

E-commerce can be defined as a process of buying, selling, transferring or exchanging products, services or information through computer networks or the internet. According to (Haffman & Fodor, 2010), ecommerce can run well if the 4C principle is applied, namely: connection, creation, consumption, and control. These principles can motivate consumers on the company's return of investment (ROI), which can be seen from the amount of active participation such as consumer feedback or reviews, and share or recommend to other users.

E-commerce is one of the implementations of online business. Talking about online business is inseparable from transactions, such as buying and selling via the internet. This transaction is then known as ecommerce. E-commerce is the activity of buying, selling, marketing and services for products and services offered through computer networks, and currently transactions in e-commerce are almost entirely done using web-based technology.

The advantage of using e-commerce for buyers is that buyers can make transactions freely, especially in choosing and comparing goods or services to be purchased thus, buyers can get the right goods and prices, while the disadvantages are the security aspects and buyer knowledge. The advantage for sellers is that sellers can make transactions more efficiently and can get closer to customers so that efforts to increase customers can be done more easily, while on the disadvantage side, sellers must master e-commerce technology appropriately so that the losses faced in using e-commerce can be minimized (Sugianto, 2013).

6. DSN-MUI Fatwa No.146/DSN-MUI/XII/2021

The National Sharia Council-Majelis Ulama Indonesia (DSN-MUI) emphasized that the fatwa on online buying and selling is in accordance with the principles of Islamic law. The following are the procedures for online buying and selling according to MUI fatwa Number 146 of 2021. First, the format of the sale and purchase contract must be stated explicitly and clearly and understood by the relevant parties; Second, *ijab* (sign of delivery of goods) occurs when the seller offers and markets goods and / or services; Third, *qabul* (sign of acceptance of goods) occurs when the customer declares the purchase of goods and / or services offered (checkout).

Fourth, *ijab qabul* (handover of goods) is carried out in one *Majlis Akad* through the means available on the Online Shop Platform. For example, by pressing the "order has been received" feature in the application, it already shows that the seller and buyer have *ijab qabul* (handover of goods). Fifth, sellers in offering goods to customers must not take actions that violate sharia, including being prohibited from *tadlis* (inappropriate description of goods), *tanajusy / najsy* (exaggeration in describing the advantages of goods) and *ghisysy* (false testimonials); Sixth, in offering goods, sellers must clearly explain the criteria of their merchandise, the price (*tsaman*) clearly, shipping costs (if any) and the estimated time of delivery of goods.

In addition, this fatwa also explains the right of *khiyar*. In the event that the *mabi'* received by the buyer does not match the description conveyed during the contract, the buyer has the right of *khiyar*. It is also explained that the right of *khiyar* is the right of the buyer to continue or not to continue the sale-purchase contract in the event that the *mabi'* received is not in accordance with the previous description.

C. RESEARCH METHODS

The method used in this research is a qualitative descriptive method. Where with this method the author will analyze, describe and summarize various conditions, situations from various data that have been collected and end it with a conclusion. Through this method, it is hoped that the author can describe the use of *khiyar* in ticketing transactions in several e-commerce sites that we have chosen.

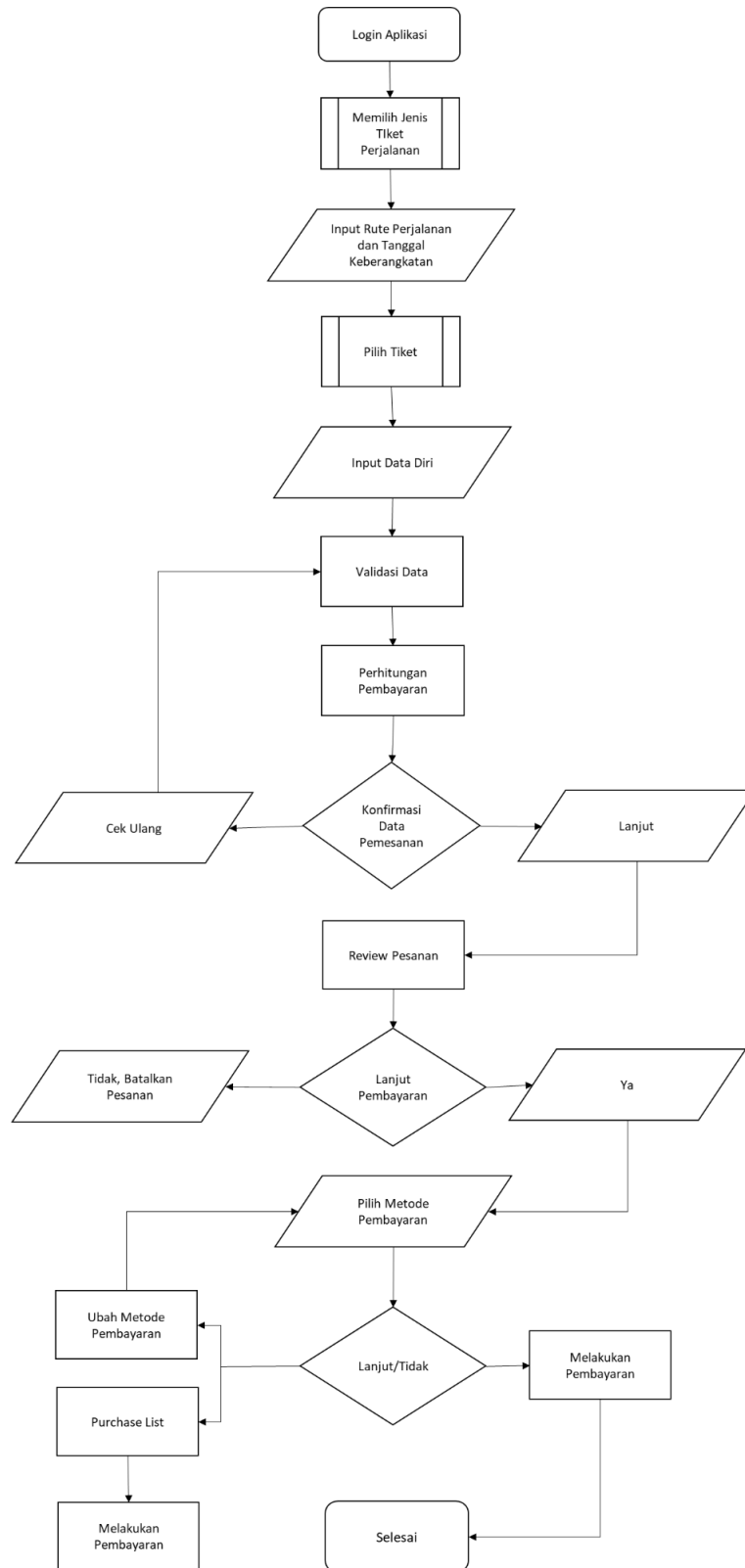
The data used in this research is secondary data. Secondary data is a source of research data obtained by researchers indirectly through intermediary media. Data collection is carried out by collecting, reading and understanding literature related to research. Data in the form of provisions regarding procedures for ordering, purchasing and returning tickets obtained from each e-commerce website, namely Traveloka, Booking.com and Tiket.com.

D. RESEARCH RESULTS AND DISCUSSION

1. Online Transportation Ticket Purchase Procedure

a. Traveloka

Traveloka is a service provider for booking vehicle tickets, hotels, car rentals, and tourist activities. The procedure for booking vehicle tickets on the Traveloka website begins with the user logging in to the Traveloka application or website. Then the user chooses the type of travel ticket to be used. After that, input the travel route and departure date. Next, the user can select the desired ticket and continue by filling in personal data. After the personal data is filled in, personal data validation is carried out and the calculation of the amount to be paid. After that, there is confirmation of ticket order details. If the details are not correct, the user can select the option to double-check. If the order details are correct, the user can proceed to the payment process and select the payment method. Before making a payment, the user can still change the payment method. After making the payment, the e-ticket will be sent to the user's email.



Picture 2. Transportation Ticket Booking Procedure through Traveloka Site

Source: Data Processed, 2023

b. Tiket.com

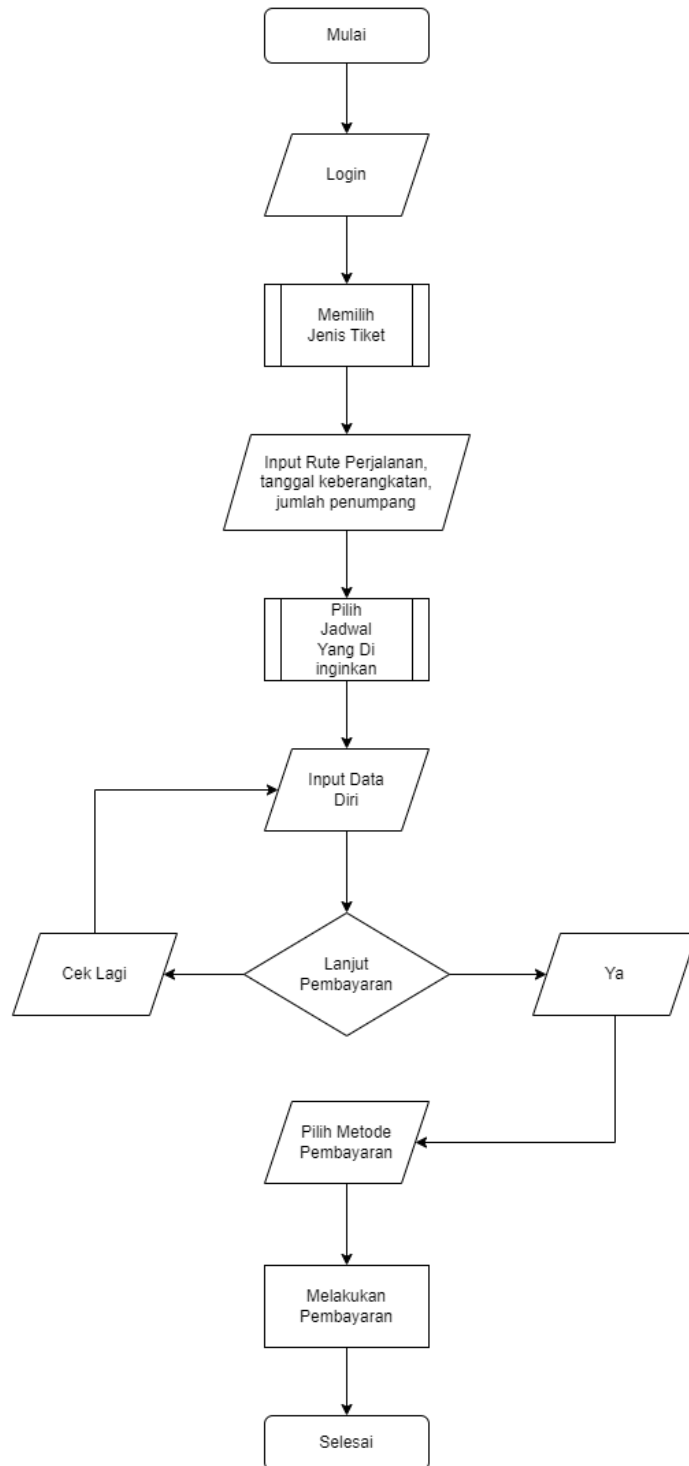
Tiket.com is one of the online ticketing platforms based on applications and websites that can be used for desktop and mobile. Tiket.com is the largest and most comprehensive online travel agent company in Indonesia that offers train tickets, flights, accommodation, event tickets, car rental, and other travel needs. Tike.com has a mission to accommodate the best online travel booking access through mobile and web applications.

Procedure for purchasing transportation tickets on the Tiket.com application. The first step is to install the Tiket.com app on the Play Store or App Store. Then, open the app and login. There are three login options to choose from, which can use Google, Facebook, and Apple ID. After that, select the ticket to be booked. This Tiket.com application provides a variety of transportation tikrt. After choosing the type of ticket, then input the travel route, departure date, and number of passengers. Then, select the desired schedule. Next, input personal data and proceed to payment. If there is personal data that you want to change or incomplete in filling in personal data, you can choose the 'check again' option. If the personal data is correct, you can continue the payment, then choose the payment method. Tiket.com provides a variety of payment methods such as credit and debit cards, ATMs, online transfers, virtual accounts, e-wallets, and so on. After successfully making a payment, the e-ticket will be sent via e-mail address. The following is a flowchart of the transportation ticket purchase procedure on the Tiket.com application.

By placing an order or purchasing Products on tiket.com, it is deemed that you have understood, accepted and agreed to the cancellation policy and conditions, as well as any additional terms and conditions imposed by the Provider Partner. It should be noted that certain tariffs or offers are not eligible for cancellation or change. The procedure for submitting changes and canceling orders (if any) is regulated in the Confirmation Letter and other media that can be updated from time to time.

The supporting documents required refer to the reason for the cancellation. For example, if due to airline cancellation, include proof of cancellation or change information from the airline. If you are sick, you can show a certificate from a doctor informing you that you cannot travel. If a guest or passenger dies, include a death

certificate. Whether or not the application is accepted depends on the airline's policy.



Picture 3. Transportation Ticket Booking Procedure through Tiket.com Site

Source: Data Processed, 2023

c. Booking.com

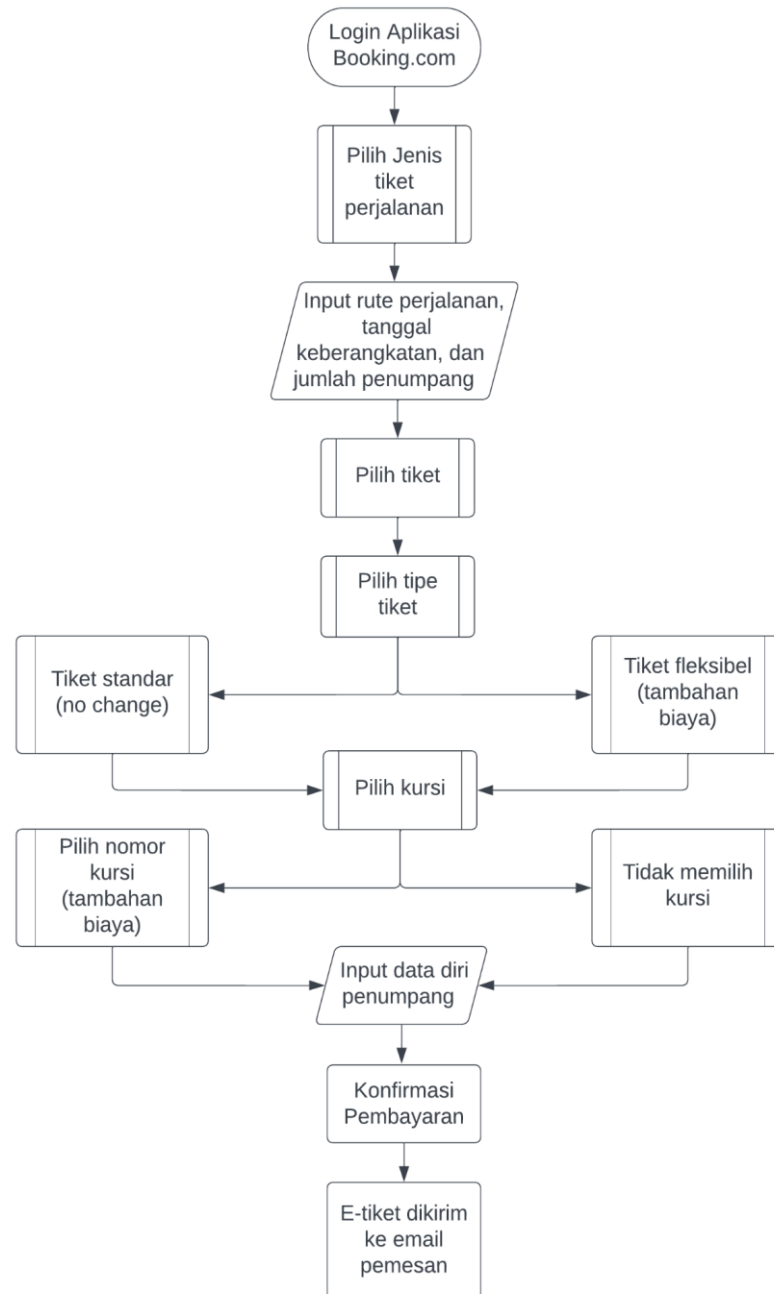
Booking.com is one of the world's largest digital travel companies originating from the Netherlands. Booking.com helps accommodations around the world such as lodging and transportation to reach the global market and grow its business. Booking.com has several advantages or offers to its customers such as providing a variety of lodging and transportation options, offering the best prices, no reservation fees, instant confirmation system, secure booking, and 24-hour assistance.

When making a booking on Booking.com, there are two types of ticket options, namely standard tickets and flexible tickets. Standard tickets can be chosen if the prospective passenger is sure of his flight plan so that later he cannot change the flight ticket booking. Unlike the flexible ticket where prospective passengers are allowed to change the date and/or time of the flight booking within a minimum of 24 hours before the original departure time without penalty. However, a fee will be charged from the price difference if the new ticket price is more expensive than the original ticket price.

The first procedure for purchasing transportation tickets on booking.com is to install the booking.com application in the playstore. After that, log in with your respective accounts. After entering the application page, you can choose the type of transportation ticket needed. After that, you can enter the intended travel route, departure date, and number of passengers. After inputting the travel data, it will enter the ticket selection page where ticket options will be given with various airline options, prices and different facilities. After selecting the required ticket, passengers need to select the type of ticket required.

There are 2 types of tickets: standard type with the lowest price, but cannot change the departure time, and flexible type with a small additional fee and can change the departure time. After that we can choose a seat where there are 2 options, namely choosing a seat number with additional fees and not choosing a seat where a random seat will be obtained without any additional fees. After selecting a seat, the buyer needs to fill in the passenger's personal data. After filling in the personal data, the buyer can proceed to payment. Regarding payment methods, Booking.com provides various payment methods according to the needs of buyers, namely by credit card, debit, prepaid-Visa, Mastercard, American Express, China UnionPay, JCB, Diners, Discover,

Carte Bancaire; Global payment methods such as Paypal, Apple Pay, Google Pay, AliPay; and Local payment methods such as WeChat, iDeal, Sofort. After making the payment, the e-ticket will be sent to the subscriber's email. Once completed, the e-ticket will be sent to the buyer's email, and the buyer is ready to enjoy the trip.



Picture 4. Transportation Ticket Booking Procedure through Booking.com Site

Source: Data Processed, 2023

2. Implementation of Khiyar on Traveloka, Tiket.com, and Booking.com Platforms

Table 1. Analysis of Khiyar Implementation on Traveloka, Tiket.com, and Booking.com Sites

Type of Khiyar	Platform		
	Traveloka	Tiket.com	Booking.com
Khiyar Majlis	✓	✓	✓
Khiyar Ta'yin	✓	✓	✓
Khiyar Syarat	✓	✓	✓
Khiyar 'Aib	-	✓	-
Khiyar Ru'yah	-	-	-
Khiyar Naqd	✓	✓	✓

Source: Data Processed, 2023

Analysis of Khiyar Majlis on Traveloka, Tiket.com, and Booking.com platforms

In the context of ticket purchases on Traveloka, Tiket.com, and Booking.com, transactions usually do not take place in a physical majlis where buyers and sellers meet in person. Instead, ticket purchases are made online through these platforms. Traveloka, Tiket.com, and Booking.com apply the cancellation or refund policies set by the platform.

Fatwa of the National Sharia Council-Majelis Ulama Indonesia no: 146/DSN-MUI/XII/2021 concerning Online Shop based on Sharia Principles stipulates that *majlis akad* is a condition in which the parties are focused on making a contract whether the parties are physically present (*majlis akad haqiqi*) or legally present (*majlis akad*

hukmi); the parties accept and understand the agreement through writing (including short message service (SMS), Whatsapp (WA), and Electronic Mail (email). The Traveloka, Tiket.com, and Booking.com platforms provide a confirmation option before making a payment so that the buyer can cancel or continue the transaction. Therefore, the Traveloka, Tiket.com, and Booking.com platforms implement *khiyar majlis akad hukmi*.

However, in terms of khiyar theory by (Hasan, 2018) transactions on the Traveloka, Tiket.com, and Booking.com platforms do not have the implementation of *khiyar majlis* rights because transactions are carried out online so that the seller and buyer are not in the same place when the contract occurs. Meanwhile, the right of *khiyar majlis* can occur if the seller and buyer are in the same place or majlis when carrying out the contract.

Analysis of Khiyar Ta'yin on Traveloka, Tiket.com, and Booking.com platforms

The right of *khiyar ta'yin* is implemented in the three platforms, namely Traveloka, Tiket.com, and Booking.com. In accordance with the theory of *khiyar ta'yin*, the buyer has the right to ensure the choice of a number of objects of similar or equal nature or price. The three platforms provide a wide selection of transportation tickets so that customers have the right to choose the tickets to be purchased.

Analysis of Khiyar Syarat on Traveloka, Tiket.com, and Booking.com platforms

The right of *khiyar syarat* is implemented in the three platforms, namely Traveloka, Tiket.com, and Booking.com. In accordance with the theory of *khiyar syarat*, the buyer and seller have the right to continue or cancel the contract according to a predetermined time limit. After the specified day arrives, the sale and purchase must be confirmed whether it is continued or not. The three platforms provide a time limit for each transaction and certain requirements if you want to cancel the order.

On the Traveloka, Tiket.com, and Booking.com platforms, the service may provide a ticket cancellation policy that allows the buyer to cancel the ticket and get a refund in accordance with the applicable terms and conditions. These terms may include a cancellation deadline before departure, cancellation fees, or other requirements that

must be adhered to. There are also policies that allow buyers to change ticket details, such as passenger names, departure dates, or travel routes. However, ticket changes will usually incur additional fees in accordance with the applicable policy. Every online ticket purchase transaction will be subject to the terms and conditions of the service provider, such as the airline or train operator. These terms and conditions will include information on cancellation policies, refunds, ticket changes, and the rights and obligations of the buyer and seller.

Analysis of *Khiyar Aib* on Traveloka, Tiket.com, and Booking.com platforms

The right of *khiyar aib* is implemented on the Tiket.com platform. Tiket.com through its terms and conditions states that if the customer does not receive the same product as the purchase confirmation letter, Tiket.com gives the customer the option to receive a similar product recommended by the platform according to the product purchased at no additional cost, or provide a full refund. This is in accordance with the theory of *khiyar aib* where the seller and buyer have the right to continue or cancel the contract if there are defects or discrepancies in the object of sale and purchase.

The concept of *khiyar aib* does not apply directly to purchases on Tiket.com or other online ticket booking platforms. *Khiyar aib* is a term in Islamic law that refers to a buyer's right to cancel a transaction if he or she becomes aware of a significant defect or shortcoming in the purchased goods. Ticket purchases on Tiket.com have a return or cancellation policy set by the platform. If there are significant flaws in the tickets purchased, such as errors in the ticket type, incorrect dates or times, or other important information discrepancies, the buyer can usually apply for a return or cancellation of the order.

However, it is important to read and understand the applicable return or cancellation policy at Tiket.com. This policy will provide information about requirements, time limits, cancellation fees, or other procedures that need to be followed to request a ticket cancellation or refund. In situations where there are significant deficiencies in the purchased ticket, it is important to immediately contact Tiket.com customer service and follow the prescribed procedures to obtain a refund or resolve the issue.

Analysis of Khiyar Ru'yah on Traveloka, Tiket.com, and Booking.com platforms

The right to *khiyar ru'yah* is not implemented on the three platforms, namely Traveloka, Tiket.com and Booking.com. This is because the transportation ticket purchase transaction is online so that the buyer cannot see the physical form of the object being purchased. Tickets usually cannot be physically inspected before purchase, as they are digital or will be sent electronically after payment. Therefore, the right to *khiyar ru'yah* cannot be implemented when purchasing tickets on these three platforms.

Khiyar ru'yah is a term that refers to the buyer's right to inspect the goods to be purchased before making payment or receiving the goods. In the context of traditional buying and selling transactions, buyers have the right to inspect physical goods before making an official purchase. However, when purchasing tickets on the three other online ticket booking platforms, the process is different. Tickets usually cannot be physically inspected before purchase, as they are digital or will be sent electronically after payment. Therefore, the principle of *khiyar ru'yah* cannot be applied directly to ticket purchases on these three platforms.

Analysis of Khiyar Naqd on Traveloka, Tiket.com, and Booking.com platforms

The right to *khiyar naqd* is implemented on three platforms, namely Traveloka, Tiket.com, and Booking.com. In accordance with the *khiyar naqd* theory, that is, if the buyer does not make payment or the seller does not deliver the goods within the specified time limit, the aggrieved party has the right to cancel or continue the contract. In this case, the Traveloka, Tiket.com and Booking.com platforms have a policy that if the customer does not make payment or settle the payment within the specified time limit, the service provider has the right to cancel the customer's order. If you cancel a ticket purchase, you will usually be directed to follow established procedures, such as contacting customer service or using the cancellation feature on the platform.

The return or cancellation process on the platform usually involves a partial or full refund, depending on the applicable policy. Fees or deductions that may be charged for ticket cancellation will depend on the rules set by each platform.

E. CONCLUSION

Online transportation ticket purchase transactions on the Traveloka, Tiket.com, and Booking.com platforms have implemented *khiyar ta'yin*, *khiyar syarat*, and *khiyar naqd*. Meanwhile, *khiyar aib* is implemented on the Tiket.com platform. *Khiyar ta'yin* is implemented in that there are various ticket options that buyers can purchase. *Khiyar syarat* and *khiyar naqd* are implemented in relation to the payment deadline that must be met by the buyer.

Khiyar majlis is implemented on the Traveloka, Tiket.com and Booking.com platforms in accordance with the DSN-MUI fatwa No: 146/DSN-MUI/XII/2021 concerning Online Shops based on Sharia Principles, online transactions carried out by sellers and buyers without being on site or the same majlis is categorized as a hukmi contract majlis.

Khiyar ru'yah is not implemented on the Traveloka, Tiket.com and Booking.com platforms. This is because the transportation ticket purchase transaction is carried out online so that the seller and buyer are not in the same place at the time of the contract, and the buyer cannot see the physical form of the goods purchased.

Khiyar implemented in Traveloka, Tiket.com, and Booking.com is in accordance with the *khiyar* provisions of the agreement between the buyer and seller with the existence of *khiyar* rights. Buyers who make transactions on the application agree with all the terms and conditions of the application so that an agreement arises between the two parties.

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