Selling and Purchasing Virtual's Land in the Metaverse of Muamalah's Legal Perspective

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Abstract

This research is motivated by the form of contract used in transactions in the world of Metaverse. Metaverse is a virtual world that facilitates interaction between individuals in 3D using headsets, Augmented Reality glasses and hardware. Metaverse has virtual land for sale. It's not the physical world, so according to the muamalah perspective, the transactions does not use physical law rules. Therefore, this study aims to analyze the views of Islamic muamalah law on land buying and selling transactions in the metaverse. This research is qualitative with a literature review and online observation with a normative juridical approach. This study concludes that the transactions in the metaverse world according to the Islamic muamalah perspective are permissible.Transactions carried out are between intangible assets using an ijarah contract. Virtual land and crypto, which are based on the 2021 Ijtima 'Ulama MUI fatwa, can be classified as commodities/assets if they meet the requirements.

Keyword: selling and purchasing, virtual land, metaverse, muamalah's legal.

A. Introduction

Islam as a religion is a collection of norms that govern all aspects of human life. These norms are concentrated in four main chapters in Shari'ah, namely worship, muamalah, munakahah and jinayah. Islam regulates the relationship between humans and their gods in the worship chapter and regulates human relations in the muamalah chapter. Buying and selling is a form of muamalah that is intensely carried out by humans. Buying and selling activities become transactions carried out by the community in order to fulfill the needs of human life for the ownership of objects/goods perfectly. Buying and selling is an exchange of property for property. The assets exchanged are the goods sold (mutsman) and the price (tsaman). Exchange is part of a mu'awadat (commercial purpose) type of contract that provides certainty of payment, both in terms of amount and in terms of time or is referred to as a contract of natural certainty contracts (Awang & Rina, 2020). In this contract, the parties exchange something, either exchanging goods for goods, or goods for benefits. Apart from buying and selling, exchanges can also occur in leasing/wages (ijarah) and ju'alah contracts (Muhammad, Doly & Sofian, 2021). In a leasing contract (ijarah) the object is in the form of benefits from an object. These benefits are exchanged for rental prices, so that ijarah is also interpreted as buying and selling benefits (Suhendi, 2016). In other words, ijarah with the meaning of leasing is an exchange between manfa'ah and ujrah. Jumhur scholars believe that buying and selling and ijarah are legal, because they have benefits for human life. However, in practice, in carrying out the two contracts, one must pay attention to the rules or principles which are the main foundation of muamalah, which must fulfill the conditions and pillars.

In general, the pillars of sale and purchase and ijarah consist of: First, (al muta'aqidain) namely the seller and buyer for the sale and purchase contract and the lessor and the recipient of the lease for the ijarah contract. Second, the object of the contract (al-ma'qud 'alaih) is the goods (musman) and the price (saman) for the contract of sale and purchase and mahal al-manfa'ah/where the benefits occur), manfa'ah (benefits of one's goods or services) and ujrah (compensation for services) for ijarah contracts. Third, consent and qabul (Sigat), namely statements of offer and acceptance of buying and selling and leasing (Ahmad, 2018). As for al-ma'qud 'alaih in the ijarah contract, the majority of scholars do not state that the goods rented or the labor that sells their services (ma'qud 'alaih) are included in the pillars of ijarah (Jaih & Hasanuddin, 2017). However, the position of ma'qud 'alaih whose benefits can be utilized is one of the elements that must exist in an ijarah contract (Akhmad, 2018). Because it is impossible for manfa'ah to exist without something that can give rise to the manfa'ah itself.

Buying and selling activities are generally marked by a meeting of parties who play a role in accordance with their respective functions. There are sellers who have various commodity goods and there are buyers who need goods. In addition, the two parties also met face to face in one assembly. There is a bargaining process in terms of price determination in accordance with the agreement as is often the case in the market in general (Nurjaman, Januri & Nuraeni, 2021). Furthermore, buying and selling underwent a concept change along with technological developments, where sellers and buyers no longer met when transacting. Buying and selling is known as online. Transaction activities are carried out by sellers using social media, marketplaces or through e-commerce (Yusuf, Zuzana, Witro, 2020), which is a special media (the market for online buying and selling transactions) in serving the continuity of the online buying and selling transaction process, such as Shopee , Tokopedia, Lazada, Bukalapak and so on. When viewed from the mechanism of the transaction, this type of sale and purchase is classified as salam buying and selling, namely buying and selling transactions where the seller only explains or describes the quality, quantity, price and time of delivery of the goods. Meanwhile, buyers must pay in advance for the goods they buy (Nurjaman, Ayu, Al-Rasyid, Witro, 2021). The role of E-commerce here is limited to the medium of offering goods which facilitates consumers to own goods easily and efficiently. That is, the transaction is the same as buying and selling in general, namely the object of the contract is in the form of tangible goods or tangible assets with prices in the form of physical or electronic money.

The next sale and purchase concept innovation is a transaction between intangible goods using an intangible medium of exchange. This buying and selling model is found in buying and selling virtual properties in Metaverse using the crypto currency of each Metaverse Land provider platform. Metaverse is a new interface that is expected to be used to perform all types of human-computer interaction. This is a new paradigm based on technologies such as augmented reality, mirror worlds, virtual worlds that appear to be real and that there is life (Prieto et al., 2022). Metaverse as a virtual world offers the ability to present excellent visualization and simulation capabilities in supporting contextual presence, so that the metaverse has the potential to serve organizational performance, education, training, economics, and in religious contexts (Lombardi & Lombardi, 2010). Currently, the metaverse or 3-dimensional virtual world where people can socialize until they work is a new niche for the world economy to expand. Business players are competing to prepare strategies to optimize this digital economy added value added niche.

Meanwhile, if you look at the position of the metaverse as a digital realization that combines aspects of social media activities, online games, Augmented Reality (AR), Virtual Reality (VR) and cryptocurrency as a medium for virtual transaction payments. 22 Then the metaverse is positioned as a platform or software in the form of software that allows people to own assets in the form of virtual land. Because if you look at the concept of AR as a technology that combines two or three-dimensional virtual objects in an environment that projects virtual objects to become real. 23 While AR is part of VR as a technology that allows users to interact with each other with an environment simulated by a computer. 24 So to access all the functions contained in the metaverse platform requires hardware such as a set of computers and equivalents (smartphones), virtual reality headsets, augmented reality glasses and other devices.

Thus, the virtual land transaction, whether used as an object of sale and purchase or as an object of lease, indicates a transaction of goods or intangible assets. In this case, what is being sold (musman) is virtual land and what is being priced (saman) is crypto currency or in an ijarah contract which becomes expensive al-manfa'ah is the benefit of goods/objects or intangible assets (intangible assets). assets) in the form of virtual land benefits while the ujrah is in the form of crypto money whose form is equally intangible.

Generally, the object of the contract in a sale and purchase contract is the exchange of tangible assets/goods. So that the goods sold (musman) and the price (saman) are both tangible (tangible assets). Although Article 58 KHES states that the object of sale and purchase can be tangible or intangible objects. 25 However, the object of buying and selling consists of the goods being sold (musman mabi' and the price (saman). 26 Money acts as a saman here, the goods to be sold are musman. Meanwhile, if the transaction does not use money, then musman is the goods to be sold or exchanged while the exchange is saman / price. Meanwhile, the definition of money according to Article 1 (2) of Law Number 7 of 2011 concerning Currency is as a legal means of payment. In Article 2 (1) it is stated that the legal instrument of payment in the Unitary State of the Republic of Indonesia is Rupiah.

Meanwhile, the price (saman) in virtual land buying and selling transactions is in the form of crypto currency. According to the Ijtima Ulama, the MUI Fatwa Commission stated that the use of cryptocurrency as a legal currency is illegal because it contains elements of salt and blood and is contrary to laws and regulations (Currency Law).

Apart from that, in general the object of the leasing contract is in the form of benefits from tangible assets or objects with the provisions 28 As stated in the DSN/MUI fatwa No. 112 of 2017 concerning Ijarah contracts which states that mahal al-manfa'ah is goods that can be used according to sharia provisions and can be handed over at the time of the contract. 29 Then what becomes ma'qud 'alaih in the leasing practice is the benefits of virtual land. Meanwhile, virtual land is a digital asset that can only be accessed by visiting the metaverse platform as software. Meanwhile, to access the software requires hardware or hardware media. Without supporting hardware, the metaverse and the digital assets contained therein cannot be accessed and utilized. In other words, a virtual land lease is a lease for the benefit of goods or intangible assets.

Thus, there is a gap between the concepts of buying and selling and leasing in the contract object in general in the form of tangible assets and the benefits of these goods into goods or intangible assets and the benefits of these goods or assets. Therefore, this research will thoroughly examine the analysis of intangible assets as the object of the contract in the view of sharia economic law. This research is qualitative in nature with a normative juridical approach, namely studying theories, concepts, legal principles and laws and regulations related to the sale and purchase of virtual land in the muamalah concept. Sources of data in this study came from a literature review and online observations on YouTube and websites.

B. Discussion

1. Selling and Purchasing

Buying and selling in terms of fiqh is called al-bai' which means selling, replacing, and exchanging something for something else. The pronunciation albai' in Arabic is sometimes used to mean its opposite, namely the word asy-syira (buy). Thus, the word al-bai' means selling, but at the same time means buying (Haroen, 2000:111). Buying and selling or business according to the language comes from the word (البيع) the plural form (البيوع) and the conjunction is "باع-يبيع-بيعا" which means to sell (al-Marbawy, t.th: 72). According to language, buying and selling means exchanging something for something (Al-Jaziri, 2003:123)

Meanwhile, according to the term what is meant by buying and selling is exchanging goods for goods or goods for money by releasing property rights from one to another on the basis of mutual consent (Idris, 1986: 5). According to Syekh Muhammad ibn Qâsim al-Ghazzi According to syara, the most appropriate understanding of buying and selling is to own something property (money) by replacing something on the basis of syara's permission, just to have benefits that are permissible by syara forever, such must be through payment in the form of money (alGhazzi, t.th:30).

The legal basis for buying and selling in the Qur'an is found in surah Al-Baqarah verse 275, namely:

وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰواۗ

Meaning: Even though Allah has justified buying and selling and forbidding usury (QS. Al-Baqarah: 275)

Allah forbids Muslims consuming the property of others in vanity, for example by stealing, corruption, cheating, robbing, extortion, and in other ways that are not justified by Allah, except by trading or buying and selling based on consensual terms. mutually beneficial and does not cause harm to either party (Shobirin, 2015). In order for the buying and selling that we do to be lawful, it is necessary to pay attention to the pillars and conditions of buying and selling. According to the majority of scholars, there are four pillars of buying and selling (Zakaria, t.th:158), namely:

a. Contract (ijab qabul), the meaning of contract according to language is the bond that exists between the ends of an object. Meanwhile, according to the terms of the fiqh experts, the consent is granted according to the way that is prescribed so that the consequences are visible (al-Zuhaily, t.th:115). Saying it in a contract is one of the ways that can be taken in holding a contract, but there are also other ways that can describe the will to enter into a contract, the scholars explain several ways that are taken in a contract including:) and verbal al-hal.

b. person who has a contract (subject). The two parties consist of bai' (seller) and musytari (buyer). It is also called aqid, namely the person who enters into a contract in buying and selling, buying and selling is not possible without someone doing it.

c. ma'qud 'alaih (object) for a sale and purchase to be valid, there must be ma'qud alaih, namely the goods that become the object of the sale and purchase or the cause of the sale and purchase agreement (Chairuman and Suhwardi, 1996: 37). The conditions that must be fulfilled in the object being traded are goods that are sacred, can be used, belong to the person doing the contract, the goods can be known, are in the hands of the seller and can be handed over.

d. there is a replacement exchange rate for goods, a replacement exchange rate for goods, which is something that fulfills three conditions; can store value (store of value), can assess or value an item (unit of account) and can be used as a medium of exchange (Shobirin, 2015).

In terms of the objects used as objects of sale and purchase, Imam Taqiyuddin's opinion can be expressed that buying and selling is divided into three forms, namely (1) buying and selling of visible objects or buying and selling of objects or goods that are in front of the seller and buyer (2) buying and selling that the characteristics are stated in the promise, namely buying and selling whose characteristics are mentioned in the agreement are buying and selling greetings (orders) and (3) buying and selling of objects that do not exist, namely buying and selling which is prohibited by Islam, because the goods are uncertain or still dark, so that it is feared that the goods are obtained from stolen or deposited goods which can result in loss to one of the parties. (Taqiyuddin, t.th: 329).

In the view of Islamic law there are four reasons for fasid (damage to buying and selling), namely: 1. The goods being sold are unlawful. 2. Riba. 3. Gharar. 4. Conditions that lead to usury and gharar. The prohibition depends on the internal contract. There are other external factors in the contract that cause buying and selling to be prohibited, namely ghasy (forgery), dharar (danger), inappropriate time and buying and selling which is forbidden. There are two categories of prohibited goods, namely unclean goods and non-najis goods.

Gharar occurred in several cases, namely (1) the goods being sold were unclear. In these cases, sometimes the boundaries of the goods being sold are not clear or the terms of the contract are not clear. (2) Occurs in cases where the price and goods valued are not clear or the size is not clear, the deadline for payment is not clear for buying and selling where payment is delayed. (3) The form is not known or the ability is doubtful, meaning the ability to hand over the goods. (4) In cases where the safety of the goods is unknown. Among the buying and selling which contain the characteristics of dharar above, there are those who are mentioned by name in the texts (Hadith) and buying and selling which are not mentioned by the nash. Buying and selling which is named by the nash is a tradition of ignorance which was prohibited by the Prophet, the scholars agreed on the prohibition, such as (1) Buying and selling animals in the womb as bai' al-habl al-hablah, (2) Buying and selling mulamasah, namely buying and selling Buying goods by touching them on a dark night so that the true nature of the goods is not known (3) Buying and selling munabadhah, namely selling and buying goods to each other so that it is not clear which item is being exchanged (4) Buying and selling Khashat, namely buying and selling by way of throwing stones at the merchandise and what is hit means what is bought and must be bought (5) Buying and selling using two contracts called bai'ataini fi ba'iatin (6) Selling and buying fruit before it is clear whether it is good.

The terms of the exchange rate (price of goods) the exchange rate of an item is one of the most important elements. Which today is called money. Fiqh scholars provide an explanation that the exchange rate requirements are as follows:

a. The amount agreed upon by both parties must be clear.

b. Can be submitted at the time of the transaction, even legally such as payment by check or credit card. If the goods are paid later (indebted), then the time for payment must be clear.
c. If the sale and purchase is carried out by barter, then the goods that are used as exchange rates are not items that are forbidden by syara', such as pork and khamar (Syaifullah, 2014).

As for the MUI fatwa regarding buying and selling greetings number: 05/DSN-MUI/IV/2000. It contains provisions regarding means of payment that must be known in amount and form, whether in the form of money, goods or benefits. Furthermore, in the DSN-MUI Fatwa No: 116/DSN-MUI/IX/2017 Concerning Sharia Electronic Money Sharia electronic money is electronic money that complies with sharia principles. In this case, the use of electronic money must be issued by a bank, owned by a creditor and in accordance with the nominal value of the deposit provided by the customer.

2. Metaverse

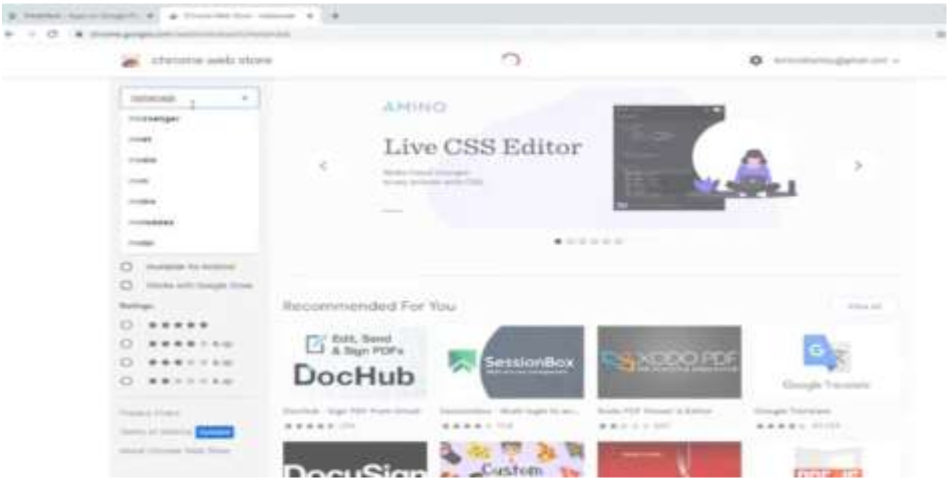
Metaverse is a virtual community world that is built connected to each other, where people can meet, work, and play, and even buy and sell transactions like the real world with the help of augmented reality (AR) and virtual reality (VR) technologies. The way the metaverse works is like entering a virtual world that is complete with all the facilities. In it, there are elements of life just like the real world. Like other virtual worlds, the metaverse can never be separated from the internet as its main access. This is supported by increasingly sophisticated technological developments (Oliver, 2022).

In general, there are 2 kinds of metaverse that exist today. The first is the metaverse which allows one to build their environment from the very basic level or 0. Meanwhile, the second metaverse tends to be more regular and easy to find. This is due to the concept that has been embedded in various types of online games. For example, Roblox, Animal Crossing, even Fortnite. For the case in this study, the appropriate metaverse application is the first type, which can be used to build its own environment. There are several applications for this type, including Horizon World, Decentraland, Spatial, The Sandbox, and Next Earth (Riyadi, 2022). From the search and literature review that the author did, the application that attracted the most attention and which the author wanted to sample in this study was Next Earth.

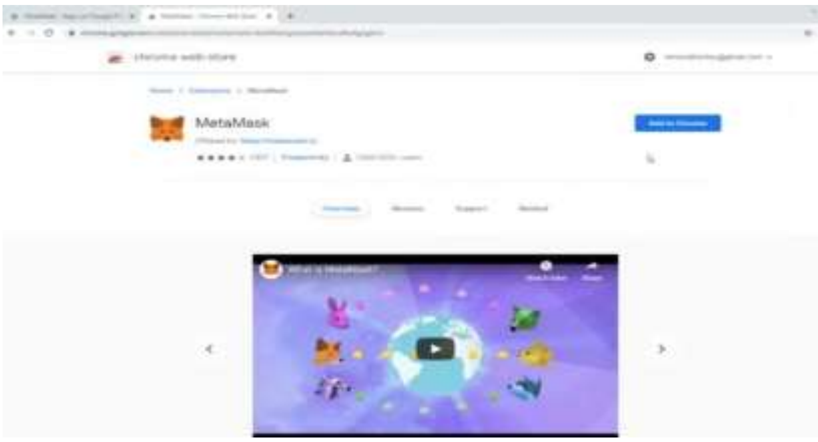
Next Earth is a metaverse that uses blockchain technology to manage virtual land NFTs on a 1:1 replica with Earth. It allows users to buy, sell and trade virtual lands as they please. This project is predicted to be a representation of the actual shape of the earth. Users can sell, stake, and develop land owned with non-fungible token (NFT) technology which is mapped to the earth's surface. The platform also has a built-in marketplace where users can buy and sell digital assets, from virtual Pyramids to pixel-colored Land Art (Next Earth.io, 2022). Over the past year, virtual lands on Next Earth have sold US$12 million. The number

of users on their platform is claimed to have almost reached 300 thousand users and 50 thousand landowners. In Indonesia, what caused a stir was the sale of virtual land in Yogyakarta's North Square on a site called Next Earth (nextearth.io). This information was shared by Twitter user @ridlwandjogja. When this news broke, Yogyakarta North Square was being sold for USDT 208.16 or around Rp. 2.9 million. USDT or United States Dollar Tether is one of the most widely traded crypto assets on the Indodax crypto exchange platform.
Transactions on the Next Earth platform use the Matic coin and are built on the Ethereum network. This Matic coin can be obtained by connecting an e-wallet (digital wallet) to our next earth account. The digital wallet that the researcher uses is Metamesk. This wallet can be obtained by installing it on a laptop or PC using the Firefox or Google Chrome browser.

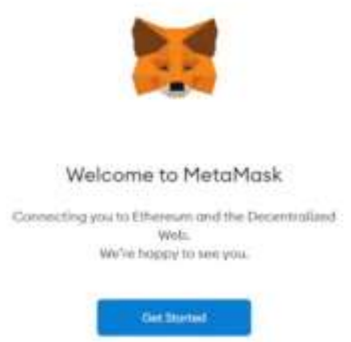
To install it, first enter the official Metamesk website https://metamesk.io then install it on Google Chrome



After doing a search then install by clicking add to Chrome



Then after installing, the user will be directed to the metamesk main page and press get started to register for a metamesk account



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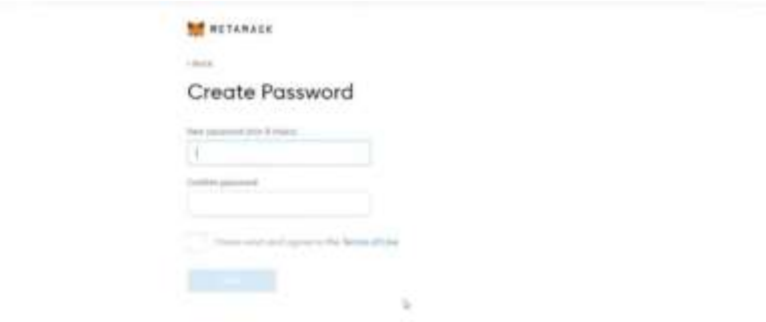

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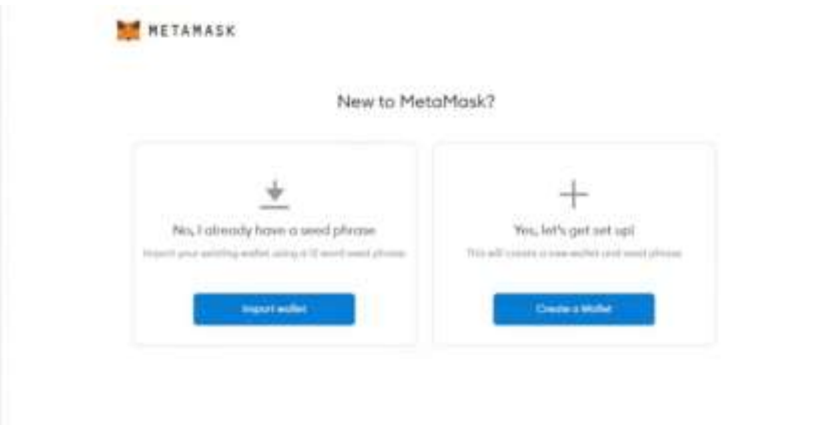

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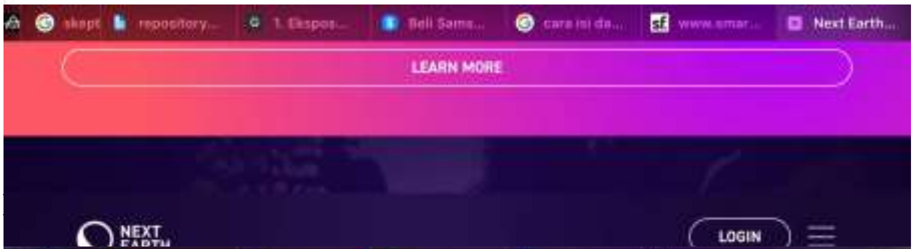

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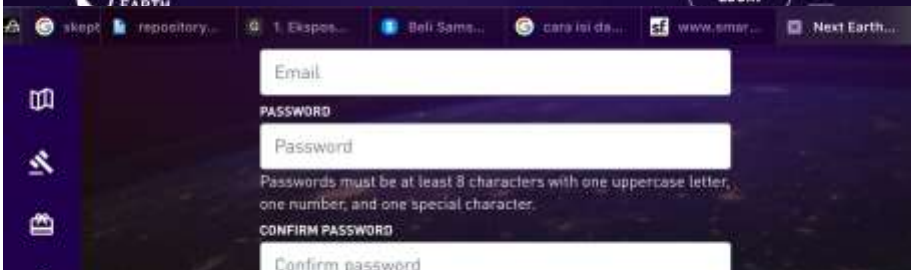
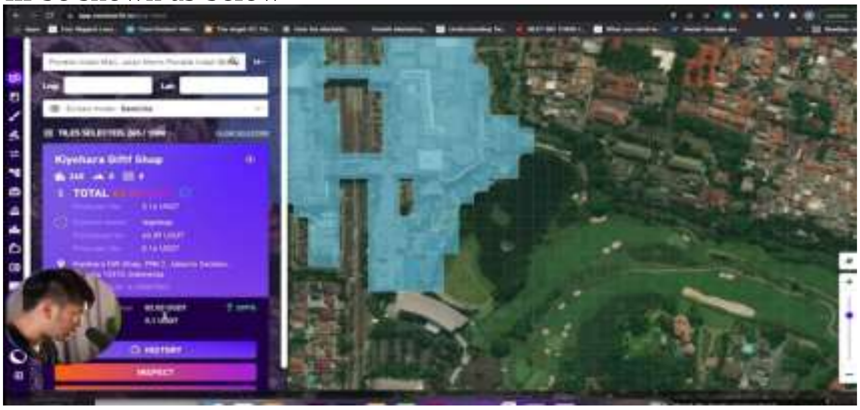
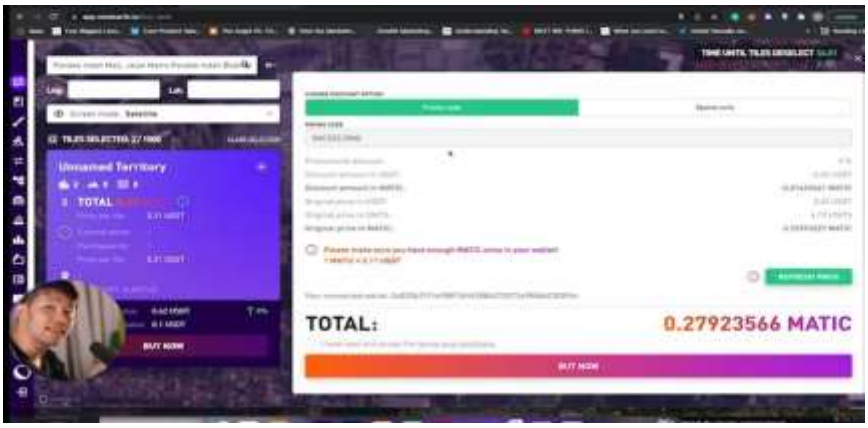


Furthermore, the user has successfully obtained an account and can purchase virtual land by first connecting to his e-wallet

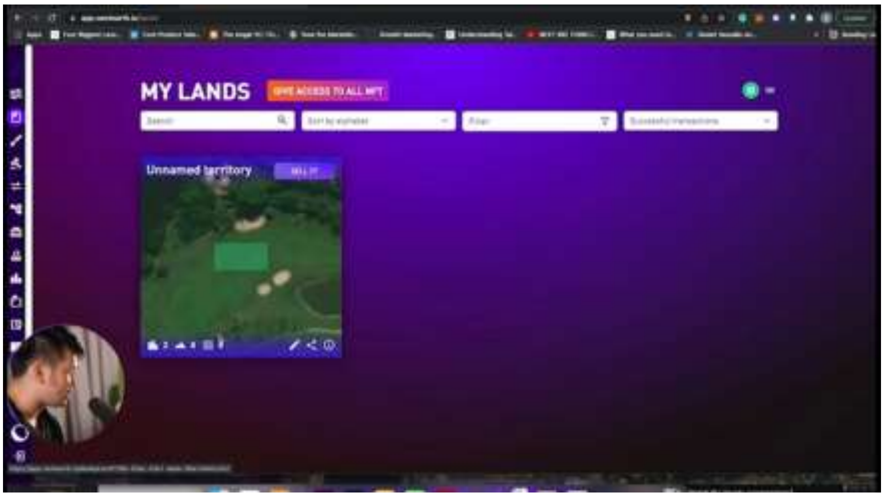
To purchase land, users can buy land anywhere in the world. Press search and find which area to buy. If the land already has an owner, the information will be shown as below



Look for areas that don't have owners and make purchases by pressing Buy Now



If you have made a purchase, the amount of land you own can be seen in the My Land   menu



The user officially owns virtual land which can then be resold or leased to other users.

The sale and purchase transaction for land in Next Earth's Metaverse above is a transaction that uses cryptocurrencies as a medium of exchange. When viewed from the form of saman discussed in buying and selling, crypto currency is included in the currency that does not have a physical form. So it has similarities with electronic money issued by banking institutions in Indonesia. DSN-MUI Fatwa No.116/DSN-MUI/IX/2017 ratifies Islamic electronic money as a legal means of payment. The legality of electronic money as a means of payment is also stipulated in Bank Indonesia Regulation Number 20/6/PBI/2018 concerning Electronic Money (Electronic Money PBI). So electronic money is an intangible medium of exchange and has legality as a means of payment. This is different from cryptocurrency which is seen as an intangible medium of exchange and has no legal validity as a means of payment in Indonesia.

Several views were conveyed by the Indonesian Ulema Council where there were many pros and cons among Indonesian scholars regarding the legal status of bitcoin itself, but in the 7th Indonesian Ulema Council Fatwa Commission which was held on 9-11 November 2021 which discussed the Cryptocurrency law and produce 3 important conclusions regarding this include:

a. Cryptocurrency digunakan sebagai mata uang hukumnya haram, dikarenakan cryptocurrancy mengandung gharar, dharar dan juga sangat bertentangan dengan Undang-Undang nomor 7 tahun 2011 dan juga Peraturan BI (Bank Indonesia).
b. Cryptocurrency di anggap sebagai komoditi/aset digital dianggap tidak sah diperjual belikan dikarenakan mengandung gharar, dharar, qimar dan tidak memenuhi syarat sil’ah secara syar’i, seperti adanya wujud fisik, hak milik, dapat diserahterimakan kepada pembeli, mempunyai nilai, dan juga dapat diketahui.

c. Cryptocurrency dianggap sebagai komoditi/aset yang memenuhi syarat-syarat sebagai sil'ah dan juga memiliki underlying serta memiliki manfaat yang jelas, maka hukumnya sah untuk diperjualbelikan. Maka berdasarkan Ijtima tersebut penggunaan cryptocurrency sebagai mata uang hukumnya haram, karena mengandung gharar dan dharar. Gharar dalam transaksi Bitcoin disebabkan karena beberapa hal diantaranya :
d. Bitcoin diciptakan oleh Seorang individu yang tidak dikenal dengan nama samaran Satoshi Nakamoto, nama Satoshi Nakamoto dicantumkan di Whitepaper Bitcoin dengan mengungkapkan sedikit tentang dirinya yang meninggalkan proyek pada akhir 2010 serta menerbitkan spesifikasi Bitcoin pertama dan bukti konsep pada tahun 2009.
e. Penemu Bitcoin sesungguhnya masih belum diketahui. Unsur ini dikaitkan dengan unsur ketidakpastian (gharar) (Taufik Akbar, Nurul Huda , 2022).

The use of cryptocurrency as a means of payment in the country is considered illegal by law. Law No. 7 of 2011 concerning Currency in Article 1 Paragraph 1 it is explained that the means of payment accepted and considered valid in Indonesia is only Rupiah. This prohibition is also emphasized through PBI (Bank Indonesia Regulation No. 18/40/PBI/2016 concerning Implementation of Payment Transaction Processing. However, the existence of cryptocurrency in Indonesia is not illegal, the Government through Bank Indonesia allows the use of cryptocurrency to be stored or traded as assets with individual risks borne.This is evidenced by the issuance of a permit for the establishment of Bitcoin Indonesia, now known as the Indonesia Digital Asset Exchange (Indodax).(Prima Dwi Priyatno, Isti Nuzulul Atiah) In connection with the object of the contract being traded, namely the virtual land contained in the Next Earth Metaverse. Then the object is an intangible object (intangible asset). Its utilization cannot be like buying and selling objects in a physical form. Until now, the use of virtual land in Next Earth is only for resale and is still being studied. This is different from using Virtual Land in other Metaverses such as Decentraland which can be used to do whatever you like with your Land after getting a native token. This includes virtual shops, online casinos, social media platforms, or other virtual spaces. Users can also create Land-based services for professional development, education and tourism. Seeing that the object of the contract is not a tangible object, the contract that can be applied is an ijarah Muntamlik contract (lease that ends in ownership).

C. Conclusion

Rare Estate investment in the virtual world has led to various discourses among Islamic economic experts in Indonesia. The discourse refers to musman and saman used in transactions. Buying and selling virtual land on Next Earth uses intangible money, namely cryptocurrency and the land is also intangible. An important finding in this research is that the use of intangible land in Islam can be linked to the ijarah Muntamlik bittamlik contract, namely leasing which ends in ownership. This contract is implemented because the object of buying and selling is the benefits of the virtual land. The next finding is regarding payment instruments that use cryptocurrency which have not received legality from the state and contain elements of gharar (loss). Garar here caused by the instability of the nominal value in the market. Another reason is the absence of recognition from the state as a legal tender. Researchers see the factor of state legalization as an important cause of not legalizing cryptocurrency in Indonesia. Therefore, buying and selling virtual land is legal according to muamalah law if it is carried out in countries that recognize cryptocurrencies as legal tender. In line with that, this study also has a weakness in the data collection process which is only carried out through reading online media news, so this study only focuses on describing and explaining the form and meaning of buying and selling land in the Metaverse world from Next Earth. However, it is hoped that the weaknesses in this study will serve as a foundation for the development of further studies, especially those that wish to discuss Virtual Land Purchases in the Metaverse from a Muamalah perspective through other aspects and contexts.

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