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An Tarādin as an Ethical-Legal Principle of Contractual Consent: A Thematic Interpretation of Qur'an 4:29

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Abstract

The principle of *an tarāḍin* (mutual consent) constitutes one of the central ethical and legal foundations of commercial transactions in Islamic law. While Qur'an Surah An-Nisāʾ [4]:29 is frequently cited as the primary textual basis for consensual exchange, existing discussions tend to emphasize its legal permissibility rather than its broader ethical implications for contractual legitimacy. This article examines the concept of *an tarāḍin* through a thematic Qur'anic interpretation (*tafsīr mawḍūʿī*) based on Abdul Hayy al-Farmawi's methodological framework. The study employs qualitative library research by analyzing Qur'anic verses, classical and contemporary tafsir literature, and relevant Prophetic traditions concerning consent and commercial contracts. The analysis shows that *an tarāḍin* functions not merely as voluntary agreement between contracting parties but as a normative principle that integrates informed consent, honesty, fairness, and the protection of property rights within Islamic commercial ethics. The study further argues that practices involving coercion (*ikrah*), material deception (*tadlīs*), and excessive contractual uncertainty (*gharar fāḥish*) compromise the realization of genuine mutual consent and consequently affect the legal validity or enforceability of transactions in Islamic jurisprudence. Conversely, mechanisms such as *musāwamah* (price negotiation) and *khiyār* (contractual option) serve as juridical instruments for safeguarding authentic consent in market exchanges. This study contributes to Qur'anic scholarship by positioning *an tarāḍin* as an integrated ethical-legal framework for evaluating commercial transactions within contemporary Islamic economic discourse.

Keywords
An Tarāḍin; Islamic Commercial Ethics; Contractual Consent; Qur'an 4:29.

Abstrak

Prinsip *an tarāḍin* (saling merelakan) merupakan salah satu landasan etis dan yuridis penting dalam transaksi komersial dalam hukum Islam. Meskipun QS. An-Nisāʾ [4]:29 kerap dijadikan dasar normatif bagi pertukaran yang dilandasi kerelaan para pihak, pembahasan yang ada cenderung menekankan aspek kebolehan transaksi daripada implikasi etis yang lebih luas dari *an tarāḍin* terhadap legitimasi kontrak. Artikel ini bertujuan mengkaji konsep *an tarāḍin* melalui pendekatan tafsir tematik (*tafsīr mawḍūʿī*) berdasarkan kerangka metodologis Abdul Hayy al-Farmawi. Penelitian ini menggunakan metode kualitatif berbasis kepustakaan dengan menganalisis ayat-ayat Al-Qur'an, literatur tafsir klasik dan kontemporer, serta hadis-hadis Nabi yang relevan dengan persoalan kerelaan dan akad transaksi. Hasil penelitian menunjukkan bahwa *an tarāḍin* tidak semata-mata menunjuk pada persetujuan sukarela antarpihak, tetapi berfungsi sebagai prinsip normatif yang mengintegrasikan kerelaan yang autentik, kejujuran, keadilan, dan perlindungan hak kepemilikan dalam etika transaksi Islam. Analisis ini juga menunjukkan bahwa praktik yang mengandung paksaan (*ikrāh*), penipuan material (*tadlīs*), dan ketidakpastian kontraktual yang berlebihan (*gharar fāḥish*) menghambat terwujudnya kerelaan yang genuine dan dapat memengaruhi keabsahan atau daya mengikat transaksi dalam perspektif fikih Islam. Sebaliknya, mekanisme seperti *musāwamah* (negosiasi harga) dan *khiyār* (hak memilih untuk melanjutkan atau membatalkan akad) berfungsi sebagai instrumen yuridis untuk menjaga terwujudnya kerelaan yang autentik dalam pertukaran di pasar. Penelitian ini berkontribusi pada kajian Al-Qur'an dengan memposisikan *an tarāḍin* sebagai kerangka etis-yuridis yang terintegrasi untuk memahami dan mengevaluasi transaksi komersial dalam diskursus ekonomi Islam kontemporer.

Kata Kunci: An Tarāḍin; Etika Transaksi Islam; Kerelaan Kontraktual; QS. 4:29.

INTRODUCTION

Islam is a perfect religion that regulates all aspects of life, including faith, worship, morals, and transactions as mandatory guidelines for every individual. In transactions, buying and selling is a common practice, meaning the exchange of one thing for another. In Arabic, the terms include *al-bay', al-tijārah,* and *al-mubādalah,* which refer to the process of handing over an object of value in exchange for a certain price (Rita et al., 2025). Buying and selling aims not only to gain material profit but also to maintain the sustainability of business partnerships. Thus, these activities are expected to provide ongoing benefits and obtain the pleasure and blessings of Allah SWT (Janna et al., 2025).

For transactions, including buying and selling, to have religious value and bring blessings, their implementation must be based on the principles of Islamic law (Ansori, 2022). One of its main principles is the willingness of both parties (*an tarāḍin*), as explained in the Qur'an, Surah An-Nisa', verse 29, and the Prophet's hadith (Rambe & Kharomen, 2026). This principle is the main foundation in every transaction. However, many people, including Muslims, still do not understand it and thus fall into non-Sharia-compliant buying and selling practices. Amid the rapid development of online transactions, business opportunities are expanding, but also requires the application of the principle of saddu al-dzari'ah to prevent crime and injustice (Zulkifli et al., 2025; Tanzilulloh & Agmar, 2024; Taufik et al., 2025).

The development of online buying and selling transactions has the potential to create elements of uncertainty (*gharar*) due to the lack of direct interaction between sellers and buyers, limited information, and uncertain delivery. This can result in goods received that do not meet expectations and harm buyers (Hatami, 2025). Furthermore, excessive promotions and manipulative practices to conceal product deficiencies are not fully in line with Sharia principles (Hidayanti et al., 2024). Therefore, legal certainty based on honesty and willingness is needed as a dispute resolution (Fidhayanti et al., 2025). Amid the rapid growth of e-business and e-commerce, understanding the principle of *tarāḍin* is crucial so that transactions take place based on agreement without coercion, deception, or exploitation.

Several previous studies have examined the concept of *an tarāḍin* in QS. An-Nisa' verse 29. Mughits (2017) states that indicators of the existence of *an-tarāḍin* can be seen through the presence of *sighat,* signals, exchange of goods, and the fulfillment of sale and purchase conditions such as the right of *khiyār*, price certainty, and guarantees. Conversely, this principle can be damaged by coercion (*ikrah*), error (*al-ghilṭ*), fraud (*al-ghabn* and *at-tagrīr*), contracts that do not reflect the will, and loss of consciousness. In online buying and selling, the validity of a transaction depends on the fulfillment of the Salam contract, which encompasses the principles of Islam, Islam for the benefit of the poor, Islam for the benefit of the poor, and the principles of jurisprudence (sighat), accompanied by willingness, openness, clarity, trust, and freedom from deception to achieve justice (Munandar & Ridwan, 2023; Aslami et al., 2021; Nurfattah et al., 2024).

Based on previous studies, as mentioned above, most research focuses on Surah An-Nisa', verse 29, concerning the concept of *an-tarāḍin* (a condition for valid buying and selling), both in offline and online transactions. However, thematic studies on *an-tarāḍin* in this verse using the method formulated by Abdul Hayy Al-Farmawi are still limited. This research is important because this verse serves as the primary foundation for muamalah (religious transactions), encompassing the prohibition of falsehood, the limits of the validity of the contract, and indicators of willingness in transactions. Therefore, this study aims to analyze the principle of *an tarāḍin* in Islamic trade through a thematic approach to QS. An-Nisa' [4]:29.

METHOD

This research uses a qualitative approach with a library research method, where data is collected through a search of relevant literature. This study aims to explore in depth the principle of *an tarāḍin* from the perspective of the Qur'an and Sunnah, by combining a thematic interpretation approach (*maudhū'i*) and a normative Islamic legal approach. Through this combination of the two approaches, this study seeks to understand the legal and ethical values contained in the verses of the Qur'an and hadith that discuss the principle of mutual consent in muamalah transactions, particularly in the practice of buying and selling.

The main source for this research is the Al-Qur'an, especially Surah An-Nisa' verse 29, as well as the hadith which explains the principle of mutual agreement in buying and selling, including the history of Ibn Majah and Abu Dawud regarding transactions carried out with the consent of both parties. To strengthen the analysis, this research also utilizes secondary sources in the form of classical and contemporary tafsir, such as the works of Al-Ṭabarī, Ibn Kathīr, Al-Qurṭubī, and Quraish Shihab, as well as muamalah fiqh literature from As-Sarkhasi and Wahbah Az-Zuhaili. In addition, this research refers to modern academic works and journal articles that discuss economic ethics from an Islamic perspective.

The data collection process in this study was conducted through a systematic review of tafsir texts, hadith, and Islamic legal literature relevant to the topic under study. This process included reading, identifying, classifying, and analyzing sources to gain a comprehensive understanding of the principle of *an tarāḍin*. Furthermore, the data was analyzed using a thematic approach as formulated by Abdul Hayy Al-Farmawi, which includes determining the topic, collecting related verses, compiling a chronology of verses along with asbab al-nuzūl, understanding contextual relationships (*munāsabah*), developing a discussion framework, deepening the study with hadith, and drawing comprehensive conclusions.

RESULTS AND DISCUSSION

The Concept of *An Tarāḍin*

The term tarāḍin consists of two elements, namely "'*an*" and "*tarāḍin*." The word *tarāḍin* comes from the root words *tarāḍā-yatarāḍā-tarāḍiyan*, which follows the morphological pattern *tafa'ala-yatafa'alu-tafa'ulan*, indicating reciprocity, namely mutual liking or acceptance between the two parties. This form emphasizes a two-way relationship (*bina' musyārakah*), in which both parties actively participate in forming a mutual agreement. The particle ""an" emphasizes that the agreement must stem from the sincere desire of each party without any coercion. The manifestation of this principle in the practice of muamalah can be seen through the implementation of ijab and qabul in a transaction (Afandy et al., 2022).

An tarāḍin is a fundamental principle in muamalah because it emphasizes the importance of mutual consent without any loss or deception. Linguistically, the term *an tarāḍin* comes from the masdar form of the Arabic word راض يرضي رضي, which means consent or willingness. Consent refers to a condition in which the seller and buyer conduct a transaction based on a voluntary agreement regarding the object of the contract (Nurfattah et al., 2024). Mutual consent is one of the requirements for a valid sale and purchase contract, so that both parties benefit and avoid losses (Aslami et al., 2021; Pulungan et al., 2025).

According to Juhaya S. Praja, *an tarāḍin* is a fundamental principle in *mu'āmalah* law that applies to all economic interactions, both between individuals and between institutions. This principle emphasizes that every transaction must be based on the free will and complete information of all parties, so that decisions are made based on a complete understanding of the *mu'āmalah* being implemented. This will includes agreement to carry out the transaction as well as the willingness to hand over the assets that are the object of the contract (Mohammad Rusfi, 2016; Taufiq, 2016). However, *an tarāḍin* can be invalidated if there are detrimental elements, such as coercion (*ikrah*), error (*al-ghilṭ*), fraud (*al-ghabn, at-tagrīr*), a contract that does not reflect the will, or loss of reason (Munandar & Ridwan, 2023; Mughits, 2017).

Verses from the Qur'an and Hadith Concerning the Principles of *An Tarāḍin* in Buying and Selling

1. **Verses from the Qur'an concerning the Principles of *An Tarāḍin***

The verse of the Qur'an which explains the principle of *an tarāḍin* is in *Surah An-Nisā* [4] verse 29 which reads:

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 believe, do not consume each other's wealth in a false way, except by means of trade conducted by mutual consent. And do not kill yourselves; surely Allah is Most Merciful to you."

Several commentaries explain that the *asbab al-nuzūl* of this verse, as narrated by Ibn Jarir, is related to the practice of Arab society at that time, which often acquired wealth through means that were not in accordance with Islamic law. During that period, some individuals sought to gain profits through unlawful means, including committing various forms of fraud that seemed socially justifiable, even though they contradicted sharia principles. This verse was later revealed as a guideline for upholding justice and ethics in transactions, emphasizing the importance of legal and moral awareness for every transaction participant so that economic activities are carried out in a lawful, fair, and pleasing manner (Munandar & Ridwan, 2023).

Ibn 'Abbas, as quoted by Ibn Jarir, describes one problematic form of *mu'āmalah* transaction practice at that time. He recounts a man who bought clothes from his friend with the agreement that if the buyer did not like the clothes, he could return them for an additional one dirham above the original price. This practice clearly contradicts the principles of legitimate buying and selling in Islam, as a legitimate transaction must be based on the willingness and honesty of both parties, without any deception, manipulation, or coercion. This case emphasizes the importance of implementing the principle of *an tarāḍin* to maintain the fairness and legitimacy of every *mu'āmalah* (Munandar & Ridwan, 2023).

Meanwhile, Sayyid Qutb offers a different perspective regarding the context in which this verse was revealed. He states that it is uncertain whether it was revealed before or after the prohibition of usury. If the verse was revealed before the prohibition of usury, its function was to serve as an early warning against the practice of usury, which was subsequently prohibited by sharia. Conversely, if the verse was revealed after the prohibition of usury, it serves to emphasize the prohibition on taking or exploiting another party's property unjustly or wrongfully. Thus, this verse emphasizes the principles of justice and ethics in transactions and promotes moral awareness in Islamic economic practices (Taufiq, 2018).

This verse explicitly prohibits economic practices that contradict the principles of justice, including usury*, gharar* (uncertainty), *tadlis* (fraud), and *ikrah* (coercion). It also emphasizes the principle of mutual consent (*'an tarāḍin minkum'*) as the moral and legal basis for legitimate buying and selling. According to Nurfattah et al. (2024), *gharar* includes the trade in clearly prohibited goods, such as alcohol, dead bodies, blood, idols, crosses, pet dogs, as well as fraudulent buying and selling practices and prostitution. In general, buying and selling is considered halal, but transactions containing elements of usury are void and *haram*, because usury involves adding value or price that is detrimental to another party for one's own benefit (Khaer & Nurhayati, 2019).

Mughits (2017) states that one element that can undermine consent in a transaction is coercion (*ikrah*). Coercion occurs when someone is pressured by another party and is unable to refuse due to threats, such as physical violence or threats to life. This condition undermines consent because the coerced party does not have the free will to enter into the contract and can even cancel the transaction. Another element that undermines consent is fraud (*al-ghabn, at-tagrīr*), specifically, according to Abu Zahrah, related to setting prices that do not match general values or providing deceptive pricing information. This type of fraud will cause disappointment and loss for buyers when the method is revealed (Mughits, 2017).

This verse was revealed due to the Arab practice at that time of obtaining profits through unlawful means, including committing fraud, such as adding money to purchased goods and returning it if there is a discrepancy after the transaction (Munandar & Ridwan, 2023). This verse emphasizes that every transaction must be based on the willingness of both parties. According to Al-Qurṭubī in *Al-Jāmi' li Ahkām al-Qur'ān*, economic transactions are only valid if they are carried out voluntarily and with agreement without coercion. Meanwhile, Ibn Kathīr added that wrong economic practices include all forms of fraud and injustice, including usury and gambling, which can invalidate the validity of the transaction

2. Hadith Concerning the Principles of *An Tarāḍin*

In As-Sunnah, Rasulullah ﷺ emphasized this principle of *an tarāḍin* in his words:

إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ

"In fact, buying and selling is only valid if it is done on the basis of willingness." (HR. Ibn Majah and Abu Dawud)

According to Wahbah Zuhaili, this hadith was narrated by Ibn Hibban and has a strong degree of validity. The hadith emphasizes that every sale and purchase agreement must be carried out based on the free will of all parties involved, so that agreement is not merely a contractual formality. Meanwhile, Imam Shafi'i stated that a sale and purchase is permissible if it is carried out with the will of both parties to carry out the transaction and as long as it does not conflict with anything prohibited by sharia (Dayu, 2023). This reinforces the meaning of Surah An-Nisa' verse 29, where the principle of mutual consent is a prerequisite for a valid transaction. Without willingness and consent, a transaction is considered legally flawed because it violates the principles of justice, equality, and integrity.

Furthermore, this hadith emphasizes that the principle of *an tarāḍin* is the basis for forming contracts. This principle is not only relevant to physical buying and selling but also applies to all forms of *mu'āmalah* (transactions), including modern transactions such as e-commerce, barter, or the salam contract. Therefore, this hadith serves as an ethical and legal guideline that ensures that economic transactions are conducted fairly, transparently, and with mutual consent, thus preventing fraudulent practices, coercion, or exploitation that harm either party. (Dayu, 2023).

Analysis of Al Qur'an Verses and Hadith Concerning the Principles of *An Tarāḍin*

Surah An-Nisā' verse 29 begins with the exclamation an-nidā', namely *"Yā ayyuhalladzīna āmanū" (O you who believe).* According to Prof. M. Quraish Shihab in *Tafsir Al-Mishbah*, verses that begin with this kind of appeal were generally revealed in Mecca and have a special purpose in guiding Muslims. This call not only reflects the tenderness and compassion of Allah SWT towards His faithful servants, but also serves as an invitation to prepare to receive orders, prohibitions, or instructions which will be explained in the following verses. Thus, the opening of this verse emphasizes the importance of mental readiness, spiritual awareness, and sincerity of faith as prerequisites for understanding and implementing the principles of mu'āmalah which are just and valid according to sharia (Munandar & Ridwan, 2023).

This verse provides clear guidelines regarding the ethics of ownership and use of wealth in Islam. Conceptually, there are three main principles that can be drawn from this verse. *First,* the verse emphasizes the prohibition of taking property illegally or in violation of sharia provisions, including fraud, coercion, or the practice of usury (*riba*) (Ziararah & Anwar, 2023). *Second*, this verse permits trade and economic exchange as long as all parties involved conduct the transaction based on mutual consent and willingness (*an tarāḍin*), thus ensuring justice and equality. *Third*, this verse emphasizes the importance of protecting life by prohibiting both physical and symbolic killing. Thus, this verse serves as an ethical and legal guideline for just and legitimate economic and social activities.

This verse prohibits any individual from using or exploiting another person's property or their own property in a manner contrary to sharia. These practices include unauthorized transactions, economic activities involving sin, or actions that harm others, such as usury, fraud, and abuse. Furthermore, sales transactions that violate sharia principles, including price manipulation, deception, or coercion, are also prohibited. Therefore, this verse emphasizes the importance of honesty, justice, and willingness in all transactions to ensure that all economic transactions are conducted legally and ethically (Munandar & Ridwan, 2023).

Sharia transactions in *mu'āmalah* are closely related to *maqāṣid al-sharī'ah*, which is an important framework in contemporary economic and financial studies. This concept is relevant in the preparation of sharia economic ijtihad through the categories of *dhāruriyyāt* (primary), *ḥājiyyāt* (secondary), and *taḥsīniyyāt* (tertiary). Dhāruriyyah values are reflected in every contract, showing the implementation of *ḥifẓ al-dīn* through obedience to religious commands. In addition, *maqāṣid al-sharī'ah* functions as a benchmark for the legitimacy of transactions, protecting individual rights (*ḥifẓ al-nafs*) and ensuring halal profits (*ḥifẓ al-māl*). Trust is a fundamental principle in every contract, as it establishes the basis for legitimacy and fairness in transactions. Therefore, implementing Islamic values in transactions not only fulfills sharia but also upholds justice, integrity, and the benefit of all parties involved (Sunarto et al., 2022).

Substantially, Surah An-Nisa' verse 29 contains three main principles related to the ethics of wealth ownership and use in Islam. *First,* this verse emphasizes the prohibition of taking or acquiring wealth unlawfully (*batil*), including practices that violate sharia provisions, such as fraud, usury, and coercion. *Second*, this verse permits trade and economic exchange as long as all parties involved carry out the transaction based on mutual consent and willingness (*an tarāḍin*), thus creating justice and equality. *Third*, this verse emphasizes the importance of protecting life by prohibiting all forms of killing, both physical and symbolic. Thus, this verse serves as a legal and moral guideline for legitimate and ethical economic and social activities. A more detailed explanation of the interpretation of this verse can be seen in the following description:

1. Prohibition of Devouring Wealth by Illegal Means

The first part of this verse prohibits taking another's property by unlawful means, as stated in the verse: *"Do not take your neighbor's property by unlawful means..."*.

According to Muḥammad Ḥijāzī, the expression concerning the taking of wealth in this verse extends beyond the literal act of physically taking another person's property. It encompasses broader forms of unjust appropriation or exploitation of wealth that violate legitimate legal and ethical norms. In this sense, *akl al-māl bi al-bāṭil* refers to the acquisition or transfer of property through impermissible means, including theft, robbery, corruption, deception, manipulation, and other forms of unjust appropriation. The verse therefore establishes a broader normative principle: economic transactions must be conducted through legitimate means and should respect the rights and consent of the parties involved. Accordingly, transactions that involve unlawful appropriation, coercion, deception, or other forms of substantive injustice may fall within the prohibition of *al-bāṭil*, depending on the specific nature of the transaction and its legal consequences in Islamic jurisprudence (Rusfi, 2016).

According to Al-Khāzin, the term al-bāṭil encompasses everything prohibited by sharia. He explains that the word *al-aklu* (eating) in this verse is metaphorical, because eating is the primary purpose of ownership, not necessarily physical consumption. This prohibition applies to all forms of unauthorized transfer of rights, whether belonging to oneself or others. Misusing one's own property means using it for prohibited purposes, such as buying alcohol, gambling, or consuming illicit goods. Misappropriating another's property includes coercion, fraud, theft, or robbery. All of these actions are evil deeds strictly prohibited by Islamic law (Rusfi, 2016).

2. Trade Permitted Based on Mutual Agreement and Willingness (*An Tarāḍin*)

Surah An-Nisa' verse 29 emphasizes the prohibition of consuming property unlawfully (*batil*), by including the word *illā* (except) as a form of *istisnā' munqath i*' or a non-absolute exception, followed by the phrase "*an takūna tijāratan'an tarāḍin minkum*" (except trade conducted by mutual consent). This linguistic structure indicates that the transfer of ownership is only valid if based on mutual consent, as occurs in legal transactions such as buying and selling, renting, or employment contracts. Thus, this verse emphasizes that the principle of mutual consent is not merely an ethic in Islamic economics, but also a legal basis that determines the validity of all forms of transactions (Annisa, 2025).

The meaning of *tarāḍin* in Surah An-Nisa' verse 29 has received widespread attention from both classical and contemporary commentators. They offer various complementary explanations of the essence of consent in Islamic economic transactions. Al-Tabari, in *"Jāmi' al-Bayān fī Ta'wīl Āyi al-Qur'ān,"* cites several views of the Companions and *Tabi'in* regarding this verse. Mujāhid in Al-Tabari interprets *tarāḍin* as an activity carried out based on mutual consent, such as in the practice of buying and selling or giving gifts. Meanwhile, Maimun ibn Mihrān emphasized that the meaning of mutual consent must be understood, as stated by the Prophet Muhammad (peace be upon him), that a sale and purchase must be carried out with the consent of both parties. After the bargaining process, each party has the right to choose, and it is not permissible for a Muslim to deceive another Muslim (Annisa, 2025).

Ibn Kathīr explains that the Shafi'i mujtahids defined the nature of mutual consent. If the traded goods are of small value, consent can be demonstrated through actions or local social customs. However, if the goods are of large value, then the consent is through a verbal statement. A similar view was expressed by al-Māwardī in *al-Nukat wa al-'Uyun*. He interpreted that the principle of mutual consent can be realized through direct verbal agreement during the contract, or by granting the right of choice (*khiyār*) before the parties separate. Al-Syaukānī, in *Fatḥ al-Qadīr*, highlighted the linguistic aspect of the word *tijārah*, which means exchange of goods. According to him, the term in this verse is *istithnā' munqaṭi'* (exception violated), which indicates that a sale and purchase transaction based on mutual consent is legally valid.

Ibn 'Āsyūr, in *Taḥrīr al-Ma'nā al-Sadīd wa Tanwīr al-'Aql al-Jadīd*, explains that agreement in a transaction can be expressed in various ways, including verbal statements, the right to choose after the contract, and consideration of local customs. He aligns with the view of Imam Malik, who emphasized that khiyār is not always an absolute requirement in a sale and purchase, because agreement can be assessed from the social context and the actions of the parties. Wahbah al-Zuḥailī, in *al-Tafsīr al-Munīr* and *al-Tafsīr al-Wasiṭ*, emphasized three forms of agreement: ijab qabul, the right to choose, and behavior that demonstrates agreement. Thus, the essence of *tarāḍin* is not merely a formality, but includes justice, openness, and honesty in every transaction (Faridah et al., 2025).

Based on the explanations of the commentators above, it can be compared that both Al-Tabari, Al-Syaukānī, al-Māwardī, Ibn 'Āsyūr, Ibn Kathīr, Wahbah al-Zuḥaili and Maimun ibn Mihrān interpret *tarāḍin* as a mutual agreement in carrying out and legitimizing transactions. Ibn Kathīr defines *tarāḍin* based on the size of the goods, for small goods traded it is sufficient with the customs of the local community but if the goods are large then the agreement of both parties must be stated verbally. Likewise, according to Ibn 'Āsyūr, one of the mutual agreements is carried out by looking at the culture of the community. Furthermore, al-Māwardī, Ibn 'Āsyūr and Wahbah al-Zuḥaili that mutual agreement must be expressed verbally with ijab qabul and giving the right to determine the choice. Thus, mutual agreement can be carried out without coercion and fraud (*tadlis*).

Table 1: Interpretation of the meaning of *an tarāḍin* according to interpretation experts

Ahl Al-tafsir	**Sources**	**Explanation of *An Tarāḍin***	**Form of Agreement**
Al-Tabari	*Jāmi' al-Bayān fī Ta'wīl Āyi al-Qur'ān*	Activities based on mutual consent	Buying and selling, giving gifts; agreement between parties
Ibn Kathīr	*Tafsir al-Qur'ān al-'Aẓīm*	Approval is adjusted to the value of the goods	Small things: through social customs; Big things: verbal agreements
Al-Māwardī	*al-Nukat wa al-'Uyun*	Mutual consent can be valid with a formal contract	Verbal ijab qabul, or giving the right to choose *(khiyār)* before separating
Al-Syaukānī	*Fatḥ al-Qadīr*	*Tijārah* = exchange of goods; a valid transaction if there is mutual agreement	*Istithnā' munqaṭi'* shows exceptions; legally valid sale and purchase
Ibn 'Āsyūr	*Taḥrīr al-Ma'nā al-Sadīd wa Tanwīr al-'Aql al-Jadīd*	Khiyār is not an absolute requirement	Consent is judged from the social context & actions of the parties
Wahbah al-Zuḥailī	*al-Tafsīr al-Munīr* & *al-Tafsīr al-Wasiṭ*	Mutual consent covers legal & ethical aspects	Three forms: ijab qabul, right to choose, actions showing agreement; emphasizing fairness, openness, honesty

The Table 1 above shows that all commentators emphasize *tarāḍin* as a mutual agreement, with variations in the manner in which it is implemented: whether through social action, custom, the right to choose, or verbal statements, depending on the context and value of the transaction. They emphasize the importance of concrete agreement: Al-Tabari and Mujāhid highlight agreement in sales or gifts, Maimun ibn Mihrān emphasizes the right to choose after bargaining, and Ibn Kathīr adapts the form of agreement to the value of the goods. Al-Māwardī, Ibn ʻĀshūr, and Al-Syaukānī emphasize formal contracts, verbal statements, the right to choose, and customary considerations, while Wahbah al-Zuḥailī emphasizes the *ijab qabul*, the right to choose, and the behavior of the parties as forms of agreement. Overall, *tarāḍin* serves as a legal basis as well as a principle of ethics, justice, openness, and honesty in Islamic transactions.

3. Prohibition of Murder

The third part of Surah An-Nisa' verse 29 emphasizes the prohibition on committing murder, as stated in the verse: "*...And do not kill yourself...*". Shaykh Dr. Muhammad Sulaiman Al Asyqar in *Zubdatut Tafsir Min Fathil Qadir* explains that this prohibition is aimed at believers not to commit murder against fellow humans except on the basis of established provisions of the Shari'a, as well as to prevent suicide (Munandar & Ridwan, 2023). A similar view is expressed in Tafsir Al-Wajiz, which emphasizes that Muslims are prohibited from killing each other in unjust and hateful ways that are not permitted by the Shari'a, and at the same time they are prohibited from committing suicide, because Allah SWT is the Most Merciful and ,prohibits this act for the safety and protection of His people (Munandar & Ridwan2023).

In his Tafsir Al Bahr Al Muhit, Abu Hayyan al-Andalusi asserts that this verse prohibits suicide, not only to prevent individuals from taking their lives, but also as a warning against actions that damage physical, psychological, and social life. This approach emphasizes the importance of integrating Qur'anic values and Islamic psychology as a comprehensive solution to the problem of suicide in the modern era (Ramdhani & Rambe, 2025). Allah SWT forbids suicide or killing others, because the perpetrator of murder will be subject to the law of qisas. Suicide is considered an act of despair that reflects a lack of faith in the mercy of Allah SWT (Munandar & Ridwan, 2023).

According to the interpretations of the commentators, the third part of Surah An-Nisa verse 29, prohibits killing, whether of oneself or others, except in a context permitted by Sharia. This prohibition is not only legal but also reflects ethical principles and the protection of physical, psychological, and social life. Suicide is seen as an act of despair that demonstrates a lack of faith in the mercy of Allah SWT. The commentators emphasize that integrating Qur'anic values with an Islamic psychological approach can provide a comprehensive solution to address the problem of suicide in the modern era, while also emphasizing the importance of respecting life as a trust from Allah SWT.

Istinbāṭ al-Aḥkām

Based on the verse of the Qur'an, Surah An-Nisa' verse 29, and the hadith of the Prophet Muhammad narrated by Ibn Majah and Abu Dawud, Islamic jurisprudence scholars have created a fiqh maxim (legal maxim) that states:

الأصل في العقد رضى المتعاقدين و نتيجته ما إلتزاماه بالتعاقد

The basic principle of a transaction is the willingness of both parties to the contract, which results in the validity of the contract. This means that a contract is invalid if one party is forced or coerced, or feels deceived (Andiko, 2011:161). The consent of both parties, in this case the seller and the buyer, is the fundamental principle of the validity of the transaction. This aligns with Islamic principles, which are built on consent, which contains benefits for human life.

Malik ibn Anas, Abu Hanifah, and Abu Yusuf argue that the meaning of *'an tarāḍin minkum'* implies that the agreement in a sale and purchase lies in the contract, namely when the seller delivers the goods and the buyer hands over the money, whether accompanied by the right of khiyar or not, during the transaction process. This opinion is based on the understanding that buying and selling is a form of transaction that occurs through oral speech or verbal expression of both parties (Ibn Kasir, n.d.). In Islamic teachings, every form of commercial transaction must be based on the agreement of both parties, namely the seller and the buyer. Transactions carried out without the agreement of one or both parties are considered invalid, because the main principle of muamalah is mutual agreement.

The validity of a contract depends heavily on the consent of both parties. This principle is emphasized in Islamic jurisprudence, which states that "The principal law in a transaction is the consent of both parties to the contract, and the result is the validity of the contract" (A. Djazuli, 2006). The consent of both parties is the main factor that determines whether a transaction is valid or not. A contract is invalid if one party is coerced, intimidated, or feels deceived. Online buying and selling transactions have the potential to harm one of the parties, such as the seller providing goods to the buyer that do not match the image and specification criteria (Munandar & Ridwan, 2023). As a solution, Islam permits the bargaining process *(musāwamah)* and the right of *khiyār* (the option to continue or cancel the transaction) as concrete manifestations of the application of the principle of consent in transactions (Putri, 2021).

From the combined texts of the Qur'an and hadith, it can be concluded that *an tarāḍin* serves as the ethical and moral foundation of Islamic economics. Each party in a transaction must have free will *(ikhtiyār)*, there must be no element of coercion *(ikrah)* or deception *(gharar)*, and agreement is invalid if it is based on ignorance *(jahālah)* or unfair information *(ghabn)*. According to Sayyid Qutb in Fi Zilāl al-Qur'ān, this verse also has broad social significance: God desires an economic system based on equality and compassion, not exploitation. The principle of mutual consent maintains a balance between individual freedom and social responsibility. Tarāḍin is not only a requirement for a valid contract, but also a spiritual and moral ethos that fosters honesty, empathy, and justice. This is a distinctive feature of Islamic ethics that distinguishes it from conventional economic systems that are solely oriented towards profit.

Relevance of the Principle of An-Tarāḍin in a Modern Context

In modern trade practices, the principle of *an-tarāḍin* (unclear agreement) holds significant relevance in preventing ethical business practices such as fraud *(tadlis)*, uncertainty *(gharar)*, and coercion *(ikrah)*. Gharar is uncertainty and speculation in prohibited transactions, as it can lead to loss and injustice. Some examples of gharar include selling something that is not yet owned or whose existence is uncertain, such as online buying and selling. Conventional insurance, according to some scholars, also contains elements of gharar, because the insured party does not know for certain when and how the benefits will be received, thus containing elements of speculation (Azzahra et al., 2024).

Meanwhile, fraud *(tadlis)* is committing fraud by concealing deficiencies in the goods/services being transacted. For example, in online buying and selling transactions, sellers provide narratives/advertisements related to their excellent products, stating that the goods they are selling are imported, when in fact, the goods are locally made (Munandar & Ridwan, 2023). Another deviation from business ethics is ikrah. Ikrah is coercion of one party into carrying out a muamalah transaction contract (Nurjannah, 2024). For example, farmers who have difficulty accessing financial loans are forced to always rely on loans from certain parties/institutions that provide loan services. After the harvest, farmers will return the funds with *ziyādah* (increase) if they are unable to repay their debts on time (Taufan et al., 2025).

In Surah An-Nisa' verse 29, there is a prohibition against consuming other people's property in unlawful ways, such as the example above, namely committing tadlis by providing false information through advertising a product/service to cover up its shortcomings. Other examples include online buying and selling where the goods/services are unclear and their whereabouts are unknown. In addition, conventional insurance is also a transaction where the benefits are uncertain. Furthermore, there is a compulsion in making loan transactions with the addition of ziyadah or loan repayment with additional if the payment is late. This is done by force because there are no other parties/institutions that can provide loans (Candrawati & Robbani, 2025).

Verse 29 of Surah An-Nisa' emphasizes that trade transactions are permissible based on the agreement and consent of the seller and buyer as a valid condition. If there is no consent, the transaction is invalid. Mutual consent requires open information and the absence of fraud regarding the price, object, and terms of the transaction so that neither the seller nor the buyer feels fraudulent. Furthermore, there must be contractual justice without coercion, namely equality of rights and obligations between buyers and sellers so that all are treated equally and fairly. Furthermore, there must be moral and ethical accountability between buyers and sellers so that transactions can be legally accountable. Most importantly, the agreement and consent between the seller and the buyer conducting the transaction must be accompanied by a verbal statement of ijab qabul, giving the right to choose without coercion and both parties showing mutual agreement or consent (Munandar & Ridwan, 2023).

Based on the description of the relevance of the principle of an-tarāḍin in the modern context, buying and selling transactions are not only carried out offline but also online along with digital and technological advances. Offline and online transactions according to Surah An-Nisa' verse 29 are prohibited from consuming other people's property in an unlawful manner characterized by *gharar, tadlis* and *ikrah*. This verse also provides guidance on justifying buying and selling transactions based on sharia guidance, namely mutual agreement or mutual consent between the buyer and seller. This is done through *ijab qabul*, there is no coercion by giving the right to choose to continue or not continue the transaction and more importantly, both parties show an attitude or action of mutual agreement, mutual consent and mutual benefit.

CONCLUSION

This study demonstrates that *an tarāḍin* in Qur'an 4:29 constitutes more than a requirement of voluntary agreement; it represents an ethical-legal principle that connects contractual consent with the protection of property, fairness, honesty, and the avoidance of harm in commercial transactions. Through a thematic reading of the relevant Qur'anic and hadith materials alongside classical and contemporary tafsir literature, the study shows that legitimate commercial exchange requires genuine consent rather than merely formal agreement. Practices involving coercion (*ikrāh*), material deception (*tadlīs*), excessive uncertainty (*gharar fāḥish*), and other prohibited elements can undermine the ethical and juridical integrity of a transaction, although their precise legal consequences require differentiation within Islamic jurisprudential doctrines. The mechanisms of *musāwamah* and *khiyār* further demonstrate how Islamic commercial law provides institutional means for protecting the authenticity of consent and maintaining transactional justice.

This study nevertheless has several limitations. Its analysis is primarily textual and library-based, focusing on Qur'anic interpretation, hadith, and Islamic jurisprudential literature rather than empirical evidence from contemporary markets. In addition, the thematic approach is centered on Qur'an 4:29 and therefore does not comprehensively examine all Qur'anic and juridical discussions concerning contractual consent, consumer protection, or contemporary commercial practices. Future research should therefore extend this framework through comparative studies of classical and contemporary *fiqh* across different schools of jurisprudence and through engagement with emerging forms of commerce, including digital marketplaces, online contracts, algorithmic pricing, digital financial services, and contemporary consumer-protection mechanisms. Empirical research could also investigate how the principle of *an tarāḍin* is understood and practiced by consumers, merchants, and Islamic financial institutions in actual market settings. Such studies would help test the applicability of *an tarāḍin* beyond its textual formulation and further develop it as a Qur'anically grounded framework for addressing consent, transparency, fairness, and contractual integrity in contemporary Islamic economic practice.

DECLARATION OF USING AI

The authors used ChatGPT to improve language and readability. The authors reviewed and edited the output and take full responsibility for the content.

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