

## **ABSTRACT**

### **The provisions of the contract by electronic means in Islamic jurisprudence**

Based on the special nature of electronic contracts as an inevitable result of modern technological development, it was necessary to discuss the compatibility of contracts formed through electronic means with the provisions of Islamic law, which led to the emergence of the legality of electronic contracts, and to what extent the legal existence of the two types of contracts can be considered a real existence, the makes the contracting procedure between present or absent contractors valid. The study aimed to define the reality of contracts formed through electronic means and the types of electronic contracts, as well as the rules and conditions for conducting contracts through electronic means in view of contemporary jurisprudential issues. The study also explained the views of modern scholars with the regard to contracts formed through electronic means, in addition to trying to explore its positive and negative effects. Moreover, the study discussed means of electronic payment and proofs of contracts formed through electronic means. The researcher utilized the descriptive method, through the collection and analysis of information from the references available at the library of Sultan Sharif Ali Islamic University (UNISSA), and other university in Brunei. especially books and magazines related to the subject, the researcher also made use of ancient and modern sources related to the subject as well as up to date information available on the internet. At the end the researcher came up with the It is permissible to establish contracts through electronic means in Islamic jurisprudence as long as it does not contain anything that contradicts the legal principles. The physical presence of both parties is not required during the transaction, meanwhile the virtual existence can be seen as a legally valid. It is legitimate to deal with credit cards unless the related transactions involve usury (*Riba*) or other reasons that prohibit financial or commercial transactions.