

Examining Price Transparency in Grab Food Promotions through an Islamic Legal Lens: A Case Study of Chick Chick Fried Chicken Samarinda

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Abstract:

Grab is a company that provides various services, including food delivery services, also known as Grab Food. Chick Chick Fried Chicken Samarinda is one of the merchants registered with the Grab Food service and has successfully attracted public interest. Chick Chick Fried Chicken Samarinda applies different prices at each branch. However, this price difference only applies to the Grab Food service. Meanwhile, for offline purchases, there is no price difference between branches. So, this difference creates a price difference at each Chick Chick Fried Chicken Samarinda branch on the Grab Food application. So, this research aims to find out: 1) contract practices for Grab Food services at Chick Chick Fried Chicken Samarinda, 2) factors that cause price differences in Grab Food services at Chick Chick Fried Chicken Samarinda, and 3) how Islamic law views price differences at Grab Food service at Chick Chick Fried Chicken Samarinda. This type of research is normative-empirical research using a conceptual approach (*conceptual approach*) related to the concept of price in Islam. The research method used is qualitative, where the data analysis is descriptive-analytic. The results of this research explain that the contract practices between Grab Food and Chick Chick Fried Chicken Samarinda use the contracts of *ijarah*, *samsarah*, *salam*, *istishna'*, *wakalah*, *wakalah bil ujarah*, *qardh*, and buying and selling. The contract transaction mechanism on the Grab Food service is included in the multi-contract *mujtami'ah* type. Factors influencing the price difference for Grab Food services at Chick Chick Fried Chicken Samarinda are administration fees (*said*) to PT. Grab Indonesia is 20% (twenty percent), and there is a margin discount from promotions held by Chick Chick Fried Chicken Samarinda and the implementation of cross subsidies for each branch. According to Islamic law, the price difference applied by Chick Chick Fried Chicken Samarinda to the Grab Food service is permissible, because it is done based on mutual consent and there is no coercion between the two.

Keywords: Islamic Law, Grab Food

A. Introduction

From time to time, technology develops to become more advanced. This development makes it easier for business actors to market products or services that will be offered to buyers via internet-based applications. Services or services are performance that can be provided by one party to another party that does not result in any ownership.¹ One

¹ Philip Kotler and Kervin Lane Keller, *Marketing Management*, (Jakarta: Erlangga, 2009), p. 65.

form of service provided is transportation services to facilitate all daily human activities in traveling to a place.

One company that provides these services is PT. Grab Indonesia. At the beginning of its appearance, PT. Grab Indonesia only has a transportation service called Grab Taxi, which can be accessed by the public online with the increasing needs of the PT. Grab Indonesia or, also known as Grab Holdings, built an application called Grab, which provides various services ranging from transportation (Grab Car and Grab Bike), expeditions (Grab Express), health (Grab Health), food delivery (Grab Food), and various other services.

Recently, Grab services have become increasingly popular with the public, especially Grab Food services. This service increasingly attracts people because it does not require buyers to come directly to the desired seller or restaurant. Still, buyers only order food via the Grab application from their respective smartphones, which is then delivered by a Grab Food courier (person in charge of delivering goods).

Restaurants on Grab Food must be sure to have registered with Grab Holdings so that consumers can order their menus. In this case, the seller collaborates with Grab in the Grab Food feature, where the seller is claimed to be a renter of marketing facilities in return or wages. The Grab Food application provides prices that suit consumer needs, ranging from low to high prices. However, according to the restaurant in question, these prices can change at any time.

In Islam, buying and selling has its own legal rules regarding pillars, conditions, permitted buying and selling, and prohibited buying and selling. Prophet Muhammad SAW. Calls for determining prices in buying and selling following the prices prevailing in the market in general. In Islam, buying and selling transactions must be carried out away from *Subhat*, *gharar*, and *Riba*.²

Therefore, the Shari'a invites Muslims to apply the concept of price determination in economic life. With pricing, we can eliminate the risk of fraudulent practices and allow the economy to function as it should.³

B. Research Methodology

This study employs normative legal research to critically examine the issue of price transparency in Grab Food promotions from an Islamic law perspective. It will investigate relevant principles and concepts within Islamic jurisprudence (*fiqh*) concerning pricing, fairness, and consumer protection. Additionally, it will draw on qualitative methods to gather empirical data through a case study of Chick Chick Fried Chicken Samarinda.

² Abu Bakar Jabir, *Minhajul Muslim*, transl. Salafuddin Sayyid, (Solo: Arafah Library, 2016), h. 564.

³ Abu Bakar Jabir, *Minhajul...*, h. 564.

This research will utilize a mixed-methods approach that combines the following:

1. Normative Legal Analysis: Thorough analysis of primary Islamic legal sources, including the Qur'an, Sunnah (Prophetic traditions), and scholarly opinions (fatwas) on the principles of transparent and ethical pricing within Islamic commerce.
2. Islamic Law Framework: Development of an Islamic law framework outlining the fundamental principles concerning price transparency, consumer rights, and the avoidance of deception within commercial transactions.
3. Case Study Approach: In-depth analysis of Chick Chick Fried Chicken Samarinda's pricing practices in the context of Grab Food promotions to identify areas of potential conflict or compliance with the Islamic law framework.

Data collection in this research uses the following data techniques:

1. Literature Review: A critical review of primary and secondary sources to comprehensively understand Islamic legal principles governing pricing and consumer rights.
2. Semi-structured Interviews: Conduct interviews with stakeholders including:
 - Chick Chick Fried Chicken owners/managers
 - Grab Food representatives
 - Consumers who have used Chick Chick Fried Chicken's services via Grab Food
 - Islamic scholars specializing in *fiqh al-muamalat* (Islamic commercial law)

C. Discussion

In the Islamic view, buying and selling is a means of helping fellow humans. Humans are social creatures who constantly interact with other humans to fulfill their life needs, so their relationship requires each other.⁴ This is as Allah SWT says in Q.S. Al-Maidah verse (2):

“... and help each other in (doing) virtue and piety, and do not help each other in committing sins and transgressions. And fear God, verily God is severe in punishment“ (Q.S. Al-Maidah: 2)⁵

According to Islamic law, buying and selling is an activity of exchange of goods with a reward that can be accounted for or by using a valid medium of exchange and with the will and willingness of the heart.⁶ In principle, all forms of muamalah are *licit* until evidence prohibits it or is against the law.

⁴ Habibatus Salamah, "Buying and Selling Similar Goods at Different Prices from the Compilation Perspective of Sharia Economic Law (Study at the Magic Powder Online Store)", *Thesis*, Purwokerto State Islamic Institute, 2020, p. 57.

⁵ Indonesian Ministry of Religion Al-Qur'an Translation Team, *Al-Qur'an and its translation*, (Solo: Three Series, 2016), p. 106.

⁶ Abdul Wahab Kalaf, *Ushul Fiqh Science*, (Bandung: Gema Risalah Press, 2006), p. 354.

Every buying and selling transaction has pillars and conditions that must be fulfilled so that the buying and selling is not classified as prohibited buying and selling. In this case the researcher will explain the principles of buying and selling in the practice of buying and selling at Chick Chick Fried Chicken Samarinda through ordering on the application *GrabFood*, among which are:

1. Conditions of the person making the contract

The condition of the person doing the buying and selling is reasonable, *puberty*, and there is no element of coercion to carry out the contract. In buying and selling transactions carried out by Chick Chick Fried Chicken Samarinda on the application *GrabFood* are people who are sensible, healthy, and not under duress. In buying and selling, the seller does not force the buyer and the buyer does not force the seller. Buying and selling practiced by Chick Chick Fried Chicken Samarinda on the application *Food* happen willingly and willingly.

2. Terms of goods traded

- a. Holy, meaning that the goods being bought and sold must be holy, not contain unclean substances such as carrion, pork, *khamr*. In buying and selling at Chick Chick Fried Chicken Samarinda on services *Grab Food*, he sells a variety of flour-fried chicken and does not contain excrement.
- b. Valuable goods, meaning that the goods being traded must be able to be used in the manner prescribed by the law. At Chick Chick Fried Chicken Samarinda on service, *GrabFood* sells products that can be used as food consumption for its customers in the form of fried chicken.
- c. The goods must be apparent and can be handed over, meaning that the goods being traded must be clear and can be handed over. Chick Chick Fried Chicken Samarinda on service *Grab Food* sells products that can be handed over, including various flour fried chicken choices.
- d. Own goods, meaning that the objects of buying and selling are your own and not someone else's. In this case, Chick Chick Fried Chicken Samarinda is on service *Grab Food* sells its own fried chicken products.
- e. Goods can be known, meaning that the specifications of the goods being traded must be known. In this case, Chick Chick Fried Chicken Samarinda is on service *Grab Food* has written a menu list and displays pictures of fried chicken that corresponds to the original with various *kindstopping*, so customers can choose the menu they like without hesitation.

3. There is a valid price or exchange rate as a substitute for goods.

In Islam, the price prevailing in the market must be fair. Several hadiths about fair prices have been mentioned by the Prophet Muhammad SAW, for example, in the case of a master who freed his slaves after receiving compensation at a fair price.

In this case, Chick Chick Fried Chicken Samarinda is on service *Grab Food* has included a nominal price for each fried chicken product it sells.

Price differences in services *Grab Food* at Chick Chick Fried Chicken Samarinda caused by 3 (three) factors, namely:

First, there are margin costs (*said*) of 20% to Grab, which has provided a platform for Chick Chick Fried Chicken Samarinda to advertise its products. Therefore, the price applied to the purchase *offline* and through *Grab Food* is different. If the prices used are the same, it will cause losses for business actors because they have to bear these costs to PT. Grab Indonesia.

Based on these transactions, the contract used is a contract *ijarah*. *Ijarah* is a rental agreement between *mujir* (the person who rents) and *Musta'jir* (person who has services) to exchange benefits for wages (*said*), both in the form of goods and services.

Judging from the completeness of the harmony *ijarah*, then several pillars must be fulfilled, namely:

1. A committed person

People in a contract *ijarah* are known by the terms *mujir* (rental object owner) and *Musta'jir*(tenant).⁷ In this case, the seller acts as *Musta'jir*, so you have to give them the *said*. Meanwhile PT. Grab Indonesia acts as *mujir* because as the owner of the rental object, he has the right to receive *itsaid* because he has advertised the seller's product.

2. *Mauqud 'alaih*(*said* and benefits)

Ujrah contained in the contract *ijarah* The amount and benefits must be clear. In this case, at the beginning of the cooperation agreement between the seller and PT. Grab Indonesia has explained that there will be a fee of 20% on each product ordered.

3. Accept from *Ijab*

In this contract, *Ijab* and *Qabul* are signs of handover between *Mujir* and *Musta'jir*. The consent form and *qabul* is when the business actor signs and agrees to a cooperation agreement with PT. Grab Indonesia which contains the fee amount that must be paid is 20%.

Based on the above, Chick Chick Fried Chicken Samarinda is on service *Grab Food* has fulfilled as stipulated in *ijarah*, namely that there are clear goals and benefits, because in practice at Chick Chick Fried Chicken Samarinda the seller acts as *Musta'jir*(renter) on the *Grab* application, and PT. Grab Indonesia acts as *mujir*

⁷ Sayyid Sabiq, *Fiqh as-Sunnah*, (Beirut: Daar al-Fikr, 1983), h. 204.

(owner of the rental object) who provides stall rentals on the Grab application for sellers. Amount in giftsaid in this contract it is clear, namely 20%.

Forms of consent and qabul in the contract*tijarah*This can be seen when the seller registers with PT. Grab Indonesia and agree to the fees. *The said 20% will be deducted automatically via the bank account registered by the seller.*

Second, there are additional costs to cover the costs of providing promotions. In Islamic law, promotion is defined as anything that encourages or attracts other people's interest to buy per Islamic law.⁸ In fact, promotional strategies are carried out to boost and increase sales by providing purchase discounts or price cuts.⁹

According to Sigit, a price discount is a reduction in the price that has been set because the buyer has met the requirements.¹⁰ As is known, the original law of muamalah is that it is permissible until an argument prohibits it. Based on these rules, the original law is that promotions with price cuts are permissible, as long as they are carried out in a way that the Shari'a justifies.

The promotion system with discounts that applies at Chick Chick Fried Chicken Samarinda is to increase the price of each product, then the sales profits will be used to cover promotional costs. Buyers at each Chick Chick Fried Chicken Samarinda branch responded positively to implementing the discount held by Chick Chick Fried Chicken Samarinda. Some of them responded as follows:

"It doesn't matter if the price is increased first before there is a discount at the end. "The price is still within reasonable limits, so I don't think it's a problem."¹¹

"Even if the price is increased first, I'm sure they (Chick Chick Fried Chicken Samarinda) will not take much. The difference between before and after the promo is probably only around Rp. 2,000,- to Rp. 5,000,- yes. So, it's okay because it's not a big amount either."¹²

"I'm just normal, I mean I'm just happy if there's a discount of up to IDR. 40,000,- so, interesting. There's no problem with the price being increased first, because

⁸ Syabbul Bahri, "Product Promotion Law in the Perspective of Islamic Law", *Episteme Journal* No. 1, Vol. 8, 2013 h. 141.

⁹ Harun Santoso, "Discount, Public Lies, and Consumtivism", in <https://m.erasuslim.com/peradaban/Ekonomi-islam/discount-pemsebuah-publik-dan-konsumtivism.htm> accessed on April 19, 2022.

¹⁰ Arif Isnaini, *Marketing Models and Strategies*, (Makassar: NTP Press, 2005), h. 89.

¹¹ Fitri Aida Aliah Mufida, Buyer, *Interview*, June 16, 2022.

¹² Indah Permatasari, Buyer, *Interview*, June 16, 2022.

the difference isn't much, right? So, if you feel that you have been cheated or lied to, that's okay."¹³

"I never felt cheated or anything, yes. Maybe it's technique-*marketing* it's like that, and I'm sincere, as long as I get the items (food) I want and in the right amount, yes, it's okay."¹⁴

Chick Chick Fried Chicken Samarinda employees also explained that since they first opened until now there have never been any complaints from buyers regarding the prices at *Grab Food* different ones. Meanwhile, buyers are even more interested in buying when there is a discount on Chick Chick Fried Chicken Samarinda *Grab Food*.

"Until now there have been no complaints regarding prices at *Grab Food*" Because the difference isn't much and they get what they want, they're just happy."¹⁵

"From *Grab Food* It's true that prices vary, but in fact many buyers buy via *Grab* rather than directly *outlet*. "Because they feel that everything becomes easier through services like that, right, so they don't have a problem with the price difference."¹⁶

"From when it first opened until now it has been fine, there have been no complaints from buyers. "They often ask when there will be another promotion at *Grab*."¹⁷

"Until now there have been no complaints from buyers about the different prices at *Grab*. In fact, when promos or discounts like that, the *outlet* will be full of orders from buyers who ordered via *Grab*."¹⁸

In marketing activities for a product, pricing is considered based on marketing objectives, apart from that, purchasing costs from suppliers, storage costs, procurement, sales preparation and customer service costs must also be considered in setting prices to cover all capital costs in accordance with the desired profits.

¹³ Awareness, Buyer, *Interview*, June 17, 2022.

¹⁴ Emilda Silviana, Buyer, *Interview*, June 17, 2022.

¹⁵ Riska Nazza, Broken, *Interview*, June 17, 2022.

¹⁶ Tiara, Employee, *Interview*, June 17, 2022.

¹⁷ Putri Agustina, Employee, *Interview*, June 17, 2022.

¹⁸ Ikhwan Muaffi, Employee, *Interview*, June 17, 2022.

In Islam, sellers are allowed to take whatever amount of profit they want as long as it is within reasonable limits and not far from the market price. Ibn Khaldun explained that "reasonable profits will encourage trade growth, while meager profits will make the world of trade sluggish because traders lose motivation."

I added prices for Chick Chick Fried Chicken Samarinda products in the application Grab Food after a discount promotion was held; prices increased starting from Rp. 3,000,- up to Rp. 5,000,- from the original price.

Ibn Taimiyah opposed unreasonable and exploitative profit levels. However, the price increases made by Chick Chick Fried Chicken Samarinda are still within reasonable limits and are not exploitative, because Chick Chick Fried Chicken Samarinda does not increase prices too high during promotions and this is done to avoid losses and for the benefit of the community without harming other people. , because buyers still get the products they want along with discounts from the promos given by Chick Chick Fried Chicken Samarinda.

Due to the increase in price due to the provision of discount promotions carried out by Chick Chick Fried Chicken Samarinda which was applied to cover sales losses during the promotional period and as a cost for preparing sales, the practice of promotions with discounts carried out by Chick Chick Fried Chicken Samarinda in *Grab Food* The law is permissible because the buying and selling carried out between Chick Chick Fried Chicken Samarinda and the buyer is carried out consensually, there is no coercion on either of them, and is in accordance with Islamic price determination. This is as stated by Allah SWT in Q.S. An-Nisa': 29:

"O you who believe, do not consume each other's property in false ways, except by the way of business that happens mutually between you. And do not kill yourselves; Indeed, God is Merciful to you." (Q.S. An-Nisa': 29)¹⁹

Third, the implementation of cross-subsidies between branches. Subsidies in Islam, namely *Caliphate*, Islam recognizes that subsidies are defined as financial assistance paid by the state. Subsidies are one method the state can use because they include giving state property to individual people.

Caliph Umar bin Khattab once gave an example by providing property from Baitul Mal to farmers in Iraq so that they could cultivate their agricultural land, but if there is economic inequality in the country, then the subsidy law which was initially permitted becomes mandatory for the state because it follows the sharia obligation to realizing economic balance.²⁰ This is because Islam requires the circulation of assets to all

¹⁹ Ministry of Religion of the Republic of Indonesia, *al-Qur'an Hafalan al-Kaffah*, (Surabaya: Sukses Publishing, 2012), p. 84.

²⁰Muslimah Media Center, "Subsidies from an Islamic View", in https://www.youtube.com/watch?v=7HY1bbXgDmg&ab_channel=MUSLIMAHMEDIACECENTER accessed on May 9, 2022.

individuals and prohibits the circulation of assets only to certain groups, as Allah SWT says in Q.S. Al-Hasyr: 7:

“Whatever booty (*fai-i*) that God gave to His Messenger (from property) that came from the inhabitants of the cities is for God, for the Messenger, relatives, orphans, the poor and people - people who are traveling, so that the wealth does not circulate among the rich among you. What the Messenger gives you, then accept. And what he forbids you, then leave it. And fear God. Indeed, God is very severe in punishment“ (Q.S. Al-Hasyr: 7)²¹

This policy was exemplified by the Prophet Muhammad SAW when distributing *fai'* to the Bani Nadhir or state property only to the Muhajirin, not to the Ansar because Prophet Muhammad SAW the economic inequality between the *Muhajirin* and the *Ansar*.

Regarding cross-subsidy, Ahmad Zarkasih, in a question and answer session on the Rumah Fiqh YouTube channel, explained that: "Subsidies in the Indonesian Dictionary are defined as financial assistance from the government to business actors or the community with certain conditions to carry out economic development. In general, subsidies are synonymous with financial assistance from those who can afford it to those who can't. The law on subsidies depends on its purpose, is it for the implementation of an obligation or for the implementation of sunnah or for the implementation of a haram? So, as long as the subsidy is carried out to help people carry out their obligations, then the law is good and can even become an obligation too. However, if the subsidy is carried out to help people commit unlawful or disobedient acts, then the law will also become haram."²²

Because the problem of cross-subsidies carried out by Chick Chick Fried Chicken Samarinda is not mentioned in the Qur'an and Hadith, So this cross-subsidy can be analogous to the caliphate subsidy in Islam.

The cross-subsidies carried out by Chick Chick Fried Chicken Samarinda are in the form of financial assistance from busy branches to cover production costs in quiet branches. This was done by Bobby Setiawan as the owner of Chick Chick Fried Chicken Samarinda, so that there is no imbalance between one branch and another because if there is an imbalance between them, it will increase the risk of losses, and empty branches will be threatened with closure because they are unable to cover production costs.

In this case, it explains that Chick Chick Fried Chicken Samarinda carries out cross-subsidies between branches on services *Grab Food* to reduce the risk of loss is permissible and legally valid because it is analogous to the meaning of subsidies *caliphate* which is in Islam.

²¹Indonesian Ministry of Religion Al-Qur'an Translation Team, *Al-Qur'an and its translation*, (Solo: Three Series, 2016), p. 546.

²²Ahmad Zarkasih, "What is the Law of Cross Subsidies in Islam?", in https://www.youtube.com/watch?v=HT_YN-iDk84&ab_channel=RumahFiqih accessed on April 7 2022.

According to Ahmad Azhar Basyir, in conducting a sale and purchase transaction, it is necessary to observe the principles in bermuamalah, among which are:²³

- a. Basically, all forms of *muamalah* are permitted, unless there is an argument that prohibits it;
- b. Muamalah is done on a voluntary basis, without any element of coercion;
- c. Muamalah is carried out based on considerations of benefit and avoidance *harm* in social life;
- d. Muamalah is done by maintaining the values of justice, not harming yourself and others, avoiding persecution, and taking opportunities in hardship.

A fair price does not require equal levels or quantities to be balanced. In this case, Chick Chick Fried Chicken Samarinda customers do not feel unfair with the cheaper prices at other branches because purchases are made through the *Grab Food* There will be shipping costs and administration costs that are not the appropriate amount when compared to the price difference contained in *Grab Food*.

For example, to purchase the Geprek + Iced Tea Package at the Jl. Siti Aisyah for Rp. 27,000,- and the Geprek + Iced Tea Package at the Jl. branch. Lamps cost Rp. 25,000, and with the same buyer location, the buyer must pay Rp. 27,000,- + Rp. 10,000,- (shipping costs) + Rp. 1,000,- (administration fee) = Rp. 38,000,- at the branch on Jl. Siti Aisyah. Meanwhile, for total purchases at the Jl. Lamp buyers must pay Rp. 25,000,- + Rp. 15,000,- + Rp. 1,000,- = Rp. 41,000,- (calculations are made excluding postage discounts).

Therefore, buyers should be aware of which location they are in and which branch they are closest to if they want to order Chick Chick Fried Chicken Samarinda so that the final price of the food they order matches their wishes.

In Islam, price setting is setting a certain value for goods to be sold fairly, not unjustly, and not misleading buyers. Protecting the seller's benefit is as important as protecting the buyer's benefit, because every individual in Islam has the right to receive equal treatment in obtaining goods and an appropriate price in a buying and selling transaction.

According to Abdul Aziz, price setting in Islam must be built on the following principles:²⁴

- a. Principle *ar-ridha*, price determination and all forms of transactions carried out must be based on the wishes of both parties;
- b. The principle of honesty, Islam strictly prohibits lying and fraud in any form, because the value of truth will directly impact the parties carrying out transactions in trade at large.

²³ Ahmad Azhar Bashir, *Mu'amalat principles*, (Yogyakarta: UII Press, 2004), h. 15.

²⁴ Abdul Aziz *Islamic Perspective Business Ethics*, (Jakarta: Gema Insani Press, 2003), p. 268.

Chick Chick Fried Chicken Samarinda's pricing practice is carried out by considering 3 (three) factors that cause price differences in services *Grab Food*, namely because of margin costs (*said*) to PT. Grab Indonesia is 20%, there are sales preparation costs for discount promotions, and cross subsidies between branches.

Chick Chick Fried Chicken Samarinda sets the price of its products on services *Grab Food* taking into account the benefits of sellers and buyers. When a price discount promotion is held, the risk of loss for Chick Chick Fried Chicken Samarinda must still be considered by adding the product price from the original price starting from Rp. 3,000,- up to Rp. 5,000,- so that Chick Chick Fried Chicken Samarinda continues to benefit from the discount promotions it is holding. On the other hand, buyers benefit from discounts of up to Rp. 40,000,- from the total price of the order, so buyers also benefit from the discount promotion held by Chick Chick Fried Chicken Samarinda.

Based on the explanation above, there is a phenomenon of price differences between Chick Chick Fried Chicken Samarinda and services *Grab Food* is in accordance with price determination in Islam by taking into account the problems between sellers and buyers, because in fact every individual in Islam has the right to receive equal treatment in buying and selling transactions, so that there is no compulsion in the transaction. It is carried out with complete willingness.

Buying and selling practices carried out by Chick Chick Fried Chicken Samarinda on services *Grab Food* is a legitimate purchase and sale both viewed from the terms and principles of purchase and sale, price setting in Islam, as well as the principles of muamalah.

D. Conclusion

Based on the results and discussion of researchers regarding the review of Islamic law regarding the phenomenon of price differences in services *Grab Food* at Chick Chick Fried Chicken Samarinda, the following conclusions can be drawn:

1. Contracts contained in the practice of buying and selling Chick Chick Fried Chicken Samarinda on services *Grab Food* are as follows:
 - a. Contract between Seller and PT. Grab Indonesia is a contract *ijarah*.
 - b. The agreement between PT. Grab Indonesia and *Driver* is a contract *ijarah*.
 - c. Contract between Buyer and PT. Grab Indonesia is a contract *ijarah*.
 - d. Contract between Seller, PT. Grab Indonesia, and the Buyer is a contract *samsarah*.
 - e. The contract between the Seller and the Buyer with Electronic Money Payment is a contract *hello*.
 - f. The contract between the Seller and the Buyer with Cash Payment is a contract *tishna'*.

- g. Agreement between the Buyer and *Driver* with Electronic Money Payment is a contract *wakalah bill ujarah*.
- h. The agreement between the buyer and driver with cash payment is a contract between *qardh* and *ijarah*.
- i. Agreement between Seller and *Driver* with Electronic Money Payment is a contract *wakalah*.
- j. Agreement between Seller and *Driver* with Cash Payment is a sale and purchase agreement.

So, the agreements found in the transaction through the application *Grab Food* consists of a contract *ijarah*, *samsarah*, *hello*, *istishna'*, *wakalah*, *wakalah bill ujarah*, *qardh*, and buying and selling.

2. Factors that influence the price difference at each Chick Chick Fried Chicken Samarinda branch are service *Grab Food*. This is due to administrative costs (*said*) to PT. *Grab Indonesia* is 20% (twenty percent), and there is a margin discount from promotions held by Chick Chick Fried Chicken Samarinda and the implementation of cross-subsidies for each branch.
3. According to Islamic law, the price difference applied by Chick Chick Fried Chicken Samarinda to services *Grab Food* is permissible, because it is done based on mutual consent and there is no coercion between the two of the.

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