

**KHIYAR AL-RU'YAH ON ONLINE TRANSACTIONS;
AN ANALYSIS CONTEMPORARY
MUAMALAH MALIYAH**

Ahmad Syaichoni¹, Didik Setiawan²

^{1,2}*UIN Sayyid Ali Rahmatullah Tulungagung*

syaichoniahmad@gmail.com¹, didiksetiawan79724@gmail.com²

***Abstract** This research is backed by the phenomenon of online transactions conducted by the people of the modern era. Online transactions emerge due to the development of technology and information that can help human beings buy and sell transactions efficiently. However, online transactions pose an individual problem as fraud. Islam governs that every transaction should prioritize a mutual attitude so that no party is harmed. Islam guarantees that all forms of transactions must be free from anything that could harm either party. This article will discuss Islam's concept to protect the parties in the transaction, especially in online transactions. This research is a research library with a normative juridical approach. The data analysis used is content analysis and critic analysis. This research can conclude that al-ru'yah may be applied to online transactions as a form of collateral protection provided to the consumer. Khiyar al-ru'yah attempts to ensure that the consumer knows the goods are transacted so that no party is harmed.*

Keywords: *Khiyar al-Ru'yah, Online Transactions, Contemporary Muamalah Maliyah*

Abstrak Penelitian ini dilatarbelakangi oleh fenomena transaksi online yang dilakukan oleh masyarakat era modern. Transaksi online muncul karena perkembangan teknologi dan informasi yang dapat membantu manusia melakukan transaksi jual beli secara efisien. Namun, transaksi online menimbulkan masalah individu sebagai penipuan. Islam mengatur bahwa setiap transaksi harus mengutamakan sikap saling menguntungkan agar tidak ada pihak yang dirugikan. Islam menjamin bahwa segala bentuk transaksi harus bebas dari hal-hal yang dapat merugikan salah satu pihak. Artikel ini akan membahas konsep Islam untuk melindungi para pihak dalam bertransaksi, khususnya dalam transaksi online. Penelitian ini merupakan penelitian kepustakaan dengan pendekatan yuridis normatif. Analisis data yang digunakan adalah analisis isi dan analisis kritik. Penelitian ini dapat menyimpulkan bahwa al-ru'yah dapat diterapkan pada transaksi online sebagai bentuk perlindungan jaminan yang diberikan kepada konsumen. Khiyar al-ru'yah berupaya agar konsumen mengetahui barang yang ditransaksikan sehingga tidak ada pihak yang dirugikan.

Kata Kunci: *Khiyar al-Ru'yah, Transaksi Online, Muamalah Maliyah Kontemporer*

Introduction

Islam governs business and human activity in economic activities. Islam does not prohibit people from doing business to fulfilling their life needs. All human business activities must comply with Islamic guidelines and rules. Rasulullah saw the example of a halal business to get an al-Amin degree. Rasulullah's behavior inspires and motivates by running mutually beneficial and mutually risky businesses. As the word of the Prophet that nine of the ten doors of sustenance are through trade.

Business transactions are growing and developing according to the development of technology and information. The modern business helps people to fulfill their life needs effectively and efficiently. However, the modern business is the Brits, such as buying and selling online raises problems such as the emergence of Gharar. Transactions that there are *gharar* will eliminate the attitude of the willingness of both sides. Gharar can appear on online transactions because the seller and the buyer do not meet directly, and the buyer has not seen the traded goods directly.

In online transactions, there is a relationship that requires each other between sellers and consumers. Sellers want the advantage of online buying and selling action. Buyers want the community and protection in conducting transactions. Thus online buying and selling transactions create mutually beneficial activities between the two parties.

Online transaction is a high-risk transactions of fraud and manipulation of the type, model, specifications, quality, and condition of the merchandise due to unclear information on the transacted goods. Transactions that are vulnerable to manipulation require that the seller provide responsibility and protection against the consumer. So the buyer will get a maximum guarantee of transaction security.

Islam teaches that fairness, willingness, and the absence of the *zulm* element is a fundamental principles in every business activity. *Ban Dzulm* aims to protect both

parties from loss. I'tikad, which is goodwill, creates a good and profitable relationship between all parties. The business actors indicate the implementation of principles of good intention in online transactions by assuring the buyer. Businesses must ensure openness and fairness in business transactions.

Every seller has a goal so that their products can compete with other products. In addition, sellers compete to provide the best service to consumers. This competition makes sellers provide descriptions of their products that do not match the actual conditions. This has the potential to harm buyers/consumers.¹ In online transactions, the seller must provide complete information regarding the product. This is to provide an overview of the product to the buyer to examine the specifications and criteria of the goods based on the seller's description through the seller's website or online shop.²

Islam governs that every transaction must be in a mutual attitude so that no party is harmed. So Islam still

¹ Nur Hikmah Yahya and Rosmawati Mohamad Rasit, 'Muslim Consumer Rights Based on Islamic Advertising Principles', *Muslim Consumer Rights Based on Islamic Advertising Principles*, 41.1 (2019), 83–92.

² Parviz Bagheri and Kamal Halili Hassan, 'The Application of The Khiyar Al-Tadlis (Option of Deceit) Principle in Online Contracts and E-Consumer Rights', *Mediterranean Journal of Social Sciences*, 6.4 (2015), 155–62 <<https://doi.org/10.5901/mjss.2015.v6n4p155>>.

guarantees that all forms of transactions must be free from anything that could harm either party. This article will discuss the concept that Islam offers in protecting the parties in online buy and sell transactions. Thus transactions in the modern era must remain obedient and obedient to the rules of Islam. So that ultimately the opportunity of things that can harm parties in online business transactions can be resolved and guaranteed protection in Islam.

Khiyar Concept

Wahbah al-Zuhaily defined a thrust, i.e., an agreement in which the parties had the right to choose between continuing the contract and not resuming it by canceling it when the thrusts were a term disgrace condition choose one between the two goods if the khiyar is khiyar. Khiyar is an act of choosing between two things better, which is between buying and selling and canceling the contract.³

Muhammad Isma'il Al-Shan'ani presented the definition of khiyar, which is the deed of choosing between two things better, namely between the conduct of buying and selling and canceling the contract.⁴ In comparison, Sayeed

³ Muhammad al-Khatib al-Syarbini, *Mughni al-Muhtaj* Juz 2, (Beirut: Dar al-Fikr), pp. 45.

⁴ Muhammad bin Isma'il al-Shan'ani, *Subul al-Salam* Juz 3, (Maktabah Mustafa al-Babi alHalbi, 1960), pp. 33.

Sabiq defines Khiyar as seeking the goodness of two things to do or cancel the sale.⁵

Meanwhile, Muhammad Syarbini explained that Khiyar is looking for the best way between two things in the contract of continuing or canceling it.⁶

From the definitions stated above, it can be taken the essence that Khiyar is the option to continue buying or canceling it because there are defects in goods sold, or there is an agreement at the time of the contract, or for other reasons. The purpose of a Khiyar is to create benefits for both parties so that there is no sense of regret after the contract is completed because they are either willing or agreed.⁷

Islam allows the right of Khiyar in the activities of economic transactions to maintain willingness and benefit so that all parties are free from loss. Among the Fiqh experts, various kinds of khiyar can assure protection to the consumer. In the online transaction, the buyer has a right of Khiyar to ensure the transaction object under the criteria and specifications of goods. One of the principles of transactions in Islam is to avoid losses for both parties. Sellers and buyers must build mutually beneficial relationships. One form of

⁵ Sayyid, Sabiq , *Fiqh al-Sunnah Juz 3*, (Beirut: Dar al-Kitab al-‘Arabi), pp. 109.

⁶ al-Syarbini, *Mughni ...*, pp. 43.

⁷ Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta: Amzah, 2013), pp. 216-217.

mutually beneficial relationship is to give the right to cancel the transaction on the goods being traded.⁸

The corresponding Khiyar in online transactions is khiyar al-ru'yah. It is because the buyer or the seller does not see the object of goods directly or before the occurrence of the contract. It is suitable for the buyer to continue the transaction or cancel it when they see the goods sold.⁹ The Jumhur Ulama consisting of Hanafiyah, Malikiyah, Hanabilah, and Zahiriyah explained that khiyar al-ru'yah was said to be in Islam. For this is the object that is traded is not in place of Akad or because it is difficult to see it.¹⁰

Khiyar al-ru'yah is the right to vote given by the seller to continue or cancel the transaction as long as the desired item is still in the procurement process and does not exist at the transaction time.¹¹ The transaction in bay' al-salam is prone to tricky acts by the producers. Therefore, it is urgent to develop a legal contract between the producers and

⁸ Fauziah and Ema Fathima, 'Existence of Khiyar in Online Transactions (E Commerce) (Compilation of Shariah Economic Law)', *Nurani*, 20.1 (2020), 13–24.

⁹ Wahbah Al-Zuhayli, *Fiqh al-Islam wa Adillatuhu Juz 4*, (Damaskus, Dar al-Fikr, 1984), pp. 620.

¹⁰ *Ibid.*, pp. 620.

¹¹ Mohd Murshidi Mohd Noor and others, 'The Rights of Khiyar (Option) in The Issue of Consumerism in Malaysia', *Middle East Journal of Scientific Research*, 13.2 (2013), 154–61 <<https://doi.org/10.5829/idosi.mejsr.2013.13.2.1766>>.

consumers to obtain good transactions between the two parties.¹²

Provisions regarding khiyar al-ru'yah in online transactions occur when one makes a purchase offer, and the other party accepts it through features provided by the seller through an online application. An agreement between the two parties occurs when one presses a button with a click.¹³

Khiyar determination

The legal basis for a Khiyar Ru'yah is based on Rasulullah hadith from Abi Bakr ibn Abdullah ibn Abi Maryam, from Makhul, from Rasulullah, SAW then he said: Whoever buys something he has not seen, then he is entitled to be a Khiyar (cancel) when he has seen it.¹⁴

The hadith above explains that the buyer can cancel the contract if the transaction object does not conform to the criteria or defects. Rasulullah SAW said: Abdullah bin Yusuf told Malik, narrated by Abdullah bin Dinar of Abdullah bin

¹² Ahmad Syaichoni, 'PERLINDUNGAN KONSUMEN DALAM TRANSAKSI BAY' ALSALAM DAN E-COMMERCE (Komparasi Hukum Islam Dan Hukum Positif)', *Ahkam: Jurnal Hukum Islam*, 3.2 (2015) <<https://doi.org/10.21274/ahkam.2015.3.2.219-248>>.

¹³ Md Habib ur Rahman, Muhammad Amanullah, and Mohammad Mohiuddin, 'Khiyar AlMajlis (Option of Withdrawal before Parting) in Sale Contract, Contemporary Applications', *Turkish Journal of Islamic Economics*, 4.2 (2017), 37–50 <<https://doi.org/10.26414/tujise.2017.4.2.37-50>>. ¹⁴ Al-Daruqutni, *Sunan al-Daruqutni*, (Beirut: Dar al-Ma'rifah, 1966), pp. 4.

Umar, a person who met the Prophet SAW. Moreover, said that he was always rigged in the purchase. Prophet. Said to him that at the time of buying (something) says there is no deception.¹⁴

The transactions where the goods are sold are not seen, such as buying and selling online. With this right, the occurrence of disputes and quarrels between businesses and consumers can be avoided. Buy and sell transactions against something that has not been seen often pose a dispute so some fiqh experts such as Syafi'i school do not allow buying something that has not been seen. Therefore, it seems that it is not valid because the contract contains fraud.

According to the Hanafi's school with a khiyar, all forms of fraud and obscurity can be minimized by the parties who have not seen the goods traded. Besides, the community needs online transactions at certain times. So granting the right of khiyar al-ru'yah is helpful to protect the buyers against the object of the contract that is not under the criteria and desire so that the principle of mutual support is realized in the sale transaction of this model.¹⁵

¹⁴ Al-Bukhari, *Sahih al-Bukhari Juz 2*, (Beirut: Dar ibn Kathir, 1987), pp. 745.

¹⁵ Muhammad dan Alimin, *Etika dan Perlindungan Konsumen dalam Ekonomi Islam*, (Yogyakarta: BPFE- Yogyakarta, 2004), pp. 179.

The clerical scholars present several conditions that must be fulfilled as the basis of the validity of the rights of khiyar al-ru'yah, namely:

1. Objects purchased are not seen by the buyer when the contract is in progress.
2. The object of the agreement is material, such as land, house, and vehicle.
3. The Akad itself has an alternative to be canceled. Such as buying and selling tenancy.¹⁶

Its fixed conditions

To set several different required conditions. If it does not exist, then the accords become prevalent. Among these conditions are as follows.

1. The object of agreement can be determined physically by determination. That is, the object must be an 'ain (certain item/definitive). If it is not 'ain, then there is no khiyar to him. Even if you are buying and selling goods 'ain with goods 'ain in barter, then each seller and buyer have a right to be sold if they have not seen the merchandise before the contract. Based on that, the khiyar al-ru'yah is found in the transactions that allow *fasakh*, such as sale, *ijarah*, *shulh* of property lawsuit, and division. This is

¹⁶ Al-Zuhayli, *Fiqh al-Islam* ..., pp. 622.

because this contract becomes void by returning the goods, then set khiyar al-ru'yah in the contract, khiyar al-ru'yah not set in the Akad that does not allow the existence of Fasakh, such as Mahar, substitute goods in the *khulu'*, *shulh* of the murder deliberately, and so on. It is because this agreement is not void by returning these treasures. Therefore, the general rule is that everything that the cancels by returning it is set khiyar alru'yah to him. If not so then not set a khiyar al-ru'yah.

2. Do not see the Akad object. If the consumer sees it before the purchase, then there is no betray for him if the condition of the transaction is fixed as he saw earlier. If it were not so, then to him was a khiyar because the object's condition was changed, so he was like buying something he had not seen.

Whereas if a contract is canceled based on the khiyar al-ru'yah according to the number of scholars, the cancellation must fulfill the following conditions:

- a. The rights of the khiyar still apply
- b. Cancellation is not harmful to the seller, such as the cancellation is only done on some objects sold
- c. Cancellation is known to the seller.¹⁷

¹⁷ *Ibid.*, pp. 624

Thus, in an online transaction, the form of collateral provided by the business actors gives the right to the consumer because the consumer has not seen the goods traded at the time of the contract. The procurement and delivery of goods carried out later in the online transaction makes consumers have some possibilities for obtaining excellent goods.

Methodology

The primary source of this research is the Qur'an. The secondary source of this research is the hadith of the Prophet, which is based on Sahih Muslim and Sunan Daruqutni. Other popular books were used to support the research and several other books about the theory of khiyar ru'yah, which are: Fiqh al-Islami wa Adillatuhu, Bidayat al-Mujtahid wa Nihayat al-Muqtashid, Majallat al-Ahkam al-'Adliyyah.

Result and Discussion

In Islam, every business activity must be based on the attitude of justice and mutual willingness and not to be disrespectful and not zulm. This prohibition of Dhalim is solely for the benefit of all parties so that all parties involved in the transaction are profitable and protected from adverse matters. In good faith, business transactions will cause a good relationship between parties.

Islam teaches its people to always be in good faith with others and prohibits its people from harming others. This principle can be implemented in every business transaction. Business actors must guarantee that the products offered or produced do not harm or harm the consumer. This guarantee is the responsibility of business actors to consumers to create openness and fairness in business transactions.

The Arabic responsibility has the same meaning as *mas'uliyah*, which means accountability, and the word *dhamaniyah*, which means coverage.¹⁸ Meanwhile, in the Bahasa Indonesia dictionary, the responsibilities of the Indonesian language are obliged to bear things (if anything happens) that can be prosecuted, indicted, and so on.²⁰

In online transactions, all parties must fulfill their obligations to keep creating a mutually willing atmosphere among the parties. The seller must guarantee the goods produced under the criteria desired consumer and the reverse consumer, give money in cash to be used as a capital in the procurement of such goods. This will bring the benefit of all parties spared from the element of fraud or *gharar*.

The first possibility, the business actors managed to provide the goods at the right time and date in the agreement

¹⁸ Asod M. Alkalali, *Kamus Indonesia Arab*, (Jakarta: Bulan Bintang, 1987), pp. 544. ²⁰ Departemen Pendidikan dan Kebudayaan, *Kamus Besar Bahasa Indonesia*, (Jakarta: Balai Pustakapp, 1944), pp. 104.

that has been agreed together and the goods according to the criteria and wishes of the consumer, then in this state, the consumer is obliged to accept it. Rasulullah said, from Walid ibn Ribah from Abi Hurayrah, The Prophet said: The Muslims are obliged to fulfill their requirements. Narrated by Al-Bayhaqi.¹⁹ This means that each party has implemented obligations in transacting to run smoothly and mutually beneficial to all parties, both for business and consumers.

Chances are, second, business actors succeed in bringing the goods before the time and date in the agreed agreement. In this case, if the consumer does not have a transparent excuse and can be accepted by all parties, then the consumer must not reject the item he ordered, then he is obliged to accept it. This is because the trader has done good, that is, by sealing the order, and the person who does good is not worthy to blame as the word of God in the Qur'an: There is no way to blame those who do good. (Q. S al-Tawbah: 91)

If the buyer has a purpose allowed not to accept the order except at the agreed time, he can reject it. It is based on the following hadith: from 'Amru bin Yahya from his father

¹⁹ Ahmad bin al-Husayn bin 'Ali bin Musa Abu Bakr al-Bayhaqi, *Sunan al-Bayhaqi al-Kubra Juz 6*, (Makkah al-Mukarramah: Maktabah Dar al-Baz,1994), pp. 166.

that the Prophet said: it is not permissible to cause damage, and there can be no destruction. Narrated by Al-Bayhaqi.²⁰

Moreover, the last possibility is that the perpetrators cannot supply the goods, so consumers can use the right of khiyar in deciding whether to continue the agreement or cancel it. Consumers with these rights are entitled to withdraw the payment he has submitted or renewed the agreement by making a new tempo. This condition also applies to knowing whether the business person can provide consumers ordered goods under the criteria and characteristics as agreed in the making of the agreement so that the consumer's rights will remain protected from the things that are to make an online transaction.

In Islamic law, the responsibility in business can be done to avoid loss and create trust between parties, especially with the existence of the right of the truths which, according to the Hanafiyah Khiyar, is valid in the online transaction is final until the things are found.²¹ In an online transaction where payment to a producer or business person takes precedence while the goods are still a dependent business person, the goods must have clear criteria. It is necessary to get more attention because the goods are still the

²⁰ al-Bayhaqi, *Sunan al-Bayhaqi* ..., pp. 157.

²¹ Al-Zuhayli, *Fiqh al-Islam* ..., pp. 625.

responsibility of the business actors and do not exist at the time of the agreement. Therefore, the mention of the criteria and characteristics of goods is a reference for business actors to produce quality goods according to the wishes of consumers.

Online transactions must meet some requirements based on the Fiqh study using the Salam agreement, including:²²

1. Goods ordered must be stated in an explicit type. Online transactions demand that the transaction object should be explained in detail. It is to eliminate *gharar* in online transactions. A buyer must determine the criteria and specifications of the goods they will buy. The mention of the criteria and specification of goods indicates that the goods will be purchased according to the actual conditions of the goods.
2. Its properties aim to ensure that the transaction object is an item to be sold and there is no defect.
3. Its size aims to remove the *jahalah* and *gharar* in online transactions. Goods sold must show clarity about the size of the goods to avoid consumer losses because the goods purchased are not under the cold.
4. In an online transaction, the deadline must be determined at the beginning of the transaction to avoid losses from

²² *Ibid.*, pp. 269.

both parties. Deadline determination can be used as a basis for implementing the contract. If one party exceeds the agreed time limit, it may be subject to a *ta'wid* (indemnity).

5. The price prices in online transactions should be explained at the beginning of the transaction to avoid misunderstandings between sellers and consumers. The price must be clear and not changeable as it will lead to disputes between the two parties. Besides, the price is clear to avoid *gharar*.
6. The place of the invasion should also be expressed clearly.

Any provisions and conditions that must be fulfilled in an online transaction are a form of protection for the parties who conduct such transactions. Besides, it is also possible to deal with transactions that do not deviate from sharia-designated corridors. Online transactions must provide a sense of security to the consumer by applying a *khiyar al-ru'yah* to the cancellation of the transaction.

In online transactions, The *fuqaha'* agreed that the price and the goods should be clear.²³ This is a condition of the online transaction to eliminate *aljahalah* (ignorance) and eliminate disputes between the parties when submitting goods.²⁶

²³ Majmu'ah min al-Mua'allafin, *Mawsu'ah, Fiqh al-Mu'amalat*, Maktabah Syamilah. pp. 856. ²⁶ *Ibid.*, pp. 856.

Besides, in the online transaction, goods that made the transaction object must be in the seller's dependents of the criteria, nature, and size are known so that there is no gharar and eliminate the dispute, and the deadline for submission of goods must also be known.²⁴ Regarding the deadline for submission of goods, fuqaha' agreed that the deadline should be known as the valid contract terms, then if the deadline for the unknown online transaction becomes void (*fasid*).²⁵

The subsequent provisions of the online transaction are that the transaction object must be submitted in the future or pending. However, Syafi'iyah does not require goods to be postponed in online transactions to allow the delivery of goods immediately or directly. This is a difference of opinion among the scholars, but most scholars require that the goods be postponed or handed over later.²⁹ Besides, Fuqaha ' also agreed that the terms of goods used to be a transaction object are determined by the place of delivery.

Any form of terms and conditions in online transactions is a form of business in Islamic law to guarantee and protect the rights of consumers. It becomes imperative when the transaction object is an item that can be determined by the mention of the criteria and specifications.

²⁴ Sabiq, *Fiqh al-Sunnah ...*, pp. 124.

²⁵ Majmu'ah min al-Mua'allafin, Mawsu'ah, *Fiqh al-Mu'amalat...*, pp. 866. ²⁹ *Ibid.*, 864.

The mention of this criterion aims to determine the goods desired by both parties as if the goods are meant to be in front of them both. Thus, when maturity, it is expected that there is no dispute between the two parties concerning the goods in question. As for follows, it is handed over to the business actors so that he has the freedom to do so. Employers have the right to bring the goods from the existing field or stock or buy from others.

This requirement also aims to avoid the online transactions of the *gharar* (profit) because it can happen later when the maturity and the perpetrator must transfer the goods to the consumer. The business actors can not bring or provide orders from the company. Transactions containing *gharar*, as stated by Ibn

Taimiyah, is not known due to the law.²⁶

Online transactions enable moral hazard by business actors in providing or holding goods. The existence of online transactions that can cause fraud should be avoided using a joint agreement between the seller and the consumer. Thus the foundation is the Covenant they make and agree to. In the online transaction, the contract they make and agreed to is vital to its determination because the moral hazard action is associated with the contract they make.

²⁶ Yusuf bin 'Abd Allah al-Shubayli, *Fiqh al-Mu'amalat al-Mu'asirah*, Maktabah Syamilah, pp. 65.

Khiyar al-ru'yah aims to prevent moral hazards, and loss and eliminate madarat, bathil, bleeding, and zulm in online transactions. This is based on the fiqh rules to prevent the occurrence of loss and damage that is "no harm to oneself and others." Moreover, another fiqh rules are "losses must be eliminated."²⁷ The determination of the khiyar al-ru'yah is an attempt in Islamic law to eliminate *dharar*. Because *dharar* is the flesh and evil, transactions in Islam in which there are *zulm*, *bathil*, and wrongdoing are prohibited unlawful transactions and must be eliminated.

Conclusion

In general, this article discusses that khiyar al-ru'yah is a right inherent to consumers in online transactions. In the case of a recent review of online transactions is permissible and is an attempt to prevent the moral hazard from dealing. Khiyar al-ru'yah is allowed by fuqaha' because it has fulfilled the criteria and provisions in the contract sale.

The existence of khiyar al-ru'yah in online transactions shows that the right of consumers to get good goods will be assured. In Islamic law, through the use of khiyar al-ru'yah, a consumer can cancel the online transaction and ask for the money submitted to the seller. The other option is that the

²⁷ Lajnah Mukawwanah min 'iddah 'Ulama' wa Fuqaha' fi al-Khilafah 'Uthmaniyah, *Majallah al-Ahkam al-'Adliyyah*, pp. 18

consumer has the right to obtain goods that correspond to the criteria and desired specifications based on the time given by the seller.

Islam provides solutions in online transactions with high risk because the goods sold are not known. Islam allows online transactions with special terms and conditions using the greeting contract. With a khiyar al-ru'yah, the high risk in online transactions can be minimized to protect the rights of consumers. In general, the application of khiyar al-ru'yah in online transactions will guarantee that online transactions are free from the elements of *gharar*, *maysir*, *jahalah*, false, and *riba*.

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