

Analysis of Online Sales Contracts Using Shopee Paylater in the Perspective of Fiqh Muamalah

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Abstract

This study aims to explore the suitability of the deferred payment mechanism through Shopee PayLater with the principles of Islamic law, especially in terms of debt-receivables transactions and the prohibition of usury. This study uses a qualitative approach with descriptive analysis of secondary data to explore issues of legality and morality of BNPL transactions in the context of Islamic economics. Based on an analysis of sharia provisions, it was found that the existence of additional fees and late payment fines in the Shopee PayLater system can be categorized as the practice of usury, which is contrary to Islamic teachings. The findings of this study are expected to provide a better understanding of the impact of the delayed payment system in electronic commerce and provide recommendations related to the implementation of transactions that are more in accordance with sharia principles.

Keywords: Fiqh Muamalah; Contract; Buy and Sell Online

Abstrak

Penelitian ini bertujuan untuk mengeksplorasi kesesuaian mekanisme pembayaran tunda melalui Shopee PayLater dengan prinsip-prinsip hukum Islam, khususnya dalam hal transaksi utang-piutang dan larangan riba. Penelitian ini menggunakan pendekatan kualitatif dengan analisis deskriptif terhadap data sekunder untuk menggali isu-isu legalitas dan moralitas transaksi BNPL dalam konteks ekonomi Islam. Berdasarkan analisis terhadap ketentuan syariah, ditemukan bahwa adanya biaya tambahan dan denda keterlambatan pembayaran dalam sistem Shopee PayLater dapat dikategorikan sebagai praktik riba, yang bertentangan dengan ajaran Islam. Temuan penelitian ini diharapkan dapat memberikan pemahaman lebih tentang dampak dari sistem pembayaran tunda dalam perdagangan elektronik serta memberikan rekomendasi terkait implementasi transaksi yang lebih sesuai dengan prinsip syariah.

Kata Kunci: Fiqh Muamalah; Akad; Jual Beli Online

INTRODUCTION

Electronic commerce has experienced significant growth. This phenomenon has had a major impact on the business sector and society globally.¹ Advances in digital technology have provided convenience in various aspects of life. The increasing number of internet users is not only aimed at seeking information but also at fulfilling needs. This has driven the popularity of electronic commerce, making it a rapidly growing business sector. Online buying and selling transactions enable a more efficient purchasing and selling process. Consumers no longer need to meet sellers face-to-face to complete transactions.² The Buy Now Pay Later (BNPL) method is a form of short-term financing that allows consumers to purchase goods and settle payments

¹ Elżbieta Roszko-Wójtowicz dkk., "Innovation-driven e-commerce growth in the EU: An empirical study of the propensity for online purchases and sustainable consumption," *Sustainability* 16, no. 4 (2024): 1563.

² Edna Ozuna dan Lena Steinhoff, "'Look me in the eye, customer': How do face-to-face interactions in peer-to-peer sharing economy services affect customers' misbehavior concealment intentions?," *Journal of Business Research* 177 (2024): 114582.

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at a later date. This scheme is similar to installment loans, involving consumers, service providers, and sellers. The service provider pays the seller for the goods or services purchased, and the consumer repays the service provider according to the agreed terms.³ The duration and amount of installments vary depending on the policies of each BNPL provider.

Shopee is an e-commerce platform originating from Singapore, founded by Sea Limited in 2009 and officially launched in 2015. Currently, Shopee operates in several countries, including Indonesia, Thailand, Malaysia, Vietnam, Taiwan, and Brazil.⁴ One of its payment features is SPayLater, a BNPL service registered with the Financial Services Authority (OJK) that allows consumers to purchase products on Shopee with installment options of 1, 3, 6, or 12 months.⁵ With the advancement of technology and the increasing use of e-commerce platforms like Shopee, understanding fiqh muamalah (Islamic commercial jurisprudence) becomes increasingly important, especially in the context of modern transactions involving payment features like SPayLater.

Islamic economic studies recognize the concept of fiqh muamalah, which consists of two fundamental elements.⁶ The word fiqh, when traced back to its root, means understanding or knowledge. In a more technical sense, fiqh refers to the discipline that studies various applicable provisions of Islamic law using established legal sources.⁷ When discussing muamalah, it can be viewed from two different perspectives.⁸ Generally, muamalah encompasses all of God's guidelines and regulations relating to human activities in the world and their relationships with one another. More specifically, muamalah deals with God's instructions regarding how people interact with each other to meet their physical needs in ways that align with Islamic principles.⁹ The combination of these two terms results in a more specific terminology. Fiqh muamalah can be defined as a set of rules formulated through various stages and methodologies by qualified scholars to regulate different forms of human interaction. The scope of these rules covers a wide range of economic and material transactions, including buying and selling, lending, leasing, business partnerships, safekeeping of goods, finding lost property, wage payment, debt and credit affairs, inheritance distribution, wills, alimony provision, and goods custody or ordering. In line with the principles of fiqh

³ GEORGE MUNICIPALITY, "CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION POLICY 2024/25," *POLICY*, 2024, 25.

⁴ Thomas MH Chan dkk., "The Rise of Cross-Border E-Commerce in Southeast Asia: Trends, Players, and Market Dynamics," *Hong Kong Review of Belt and Road Studies*, no. 1 (2024): 67-99.

⁵ SHOPEE PAYLATER USERS WHO COMMIT, "SHOPEE'S LEGAL RELATIONSHIP WITH SHOPEE PAYLATER USERS WHO COMMIT DEFAULTS (Research Study In Lhokseumawe City)," diakses 18 Juni 2025, <https://proceedings.unimal.ac.id/micolls/article/download/1161/887>.

⁶ Karimuddin Karimuddin dkk., "Bank Interest in the Contemporary Era: Problem of Ad'afan Muda'afah Interpretation in Determining Law of Usury," *MILRev: Metro Islamic Law Review* 3, no. 1 (2024): 43-65.

⁷ Muhammad Tahir Yahya dan Ismail Danjuma Yusuf, "APPROACHES TO REFORM OR RENEWAL (TAJDĪD) OF USUL FIQH (ISLAMIC LAW OF JURISPRUDENCE)," *Fountain University Law Journal* 1, no. 2 (2024): 220-234.

⁸ Dimas Handoyo Putro dkk., "Contextualization of Ushul Fiqh in Muamalah and Modern Banking: Sharia Solutions in the Global Economic System," 2024, https://www.researchgate.net/profile/Dimas-Putro-6/publication/387021760_Contextualization_of_Ushul_Fiqh_in_Muamalah_and_Modern_Banking_Sharia_Solutions_in_the_Global_Economic_System/links/675c51c92547a96a92304f1c/Contextualization-of-Ushul-Fiqh-in-Muamalah-and-Modern-Banking-Sharia-Solutions-in-the-Global-Economic-System.pdf.

⁹ Manal Hendawi dkk., "The development of Islamic education curriculum from the Quranic perspective," *Ar-Fachruddin: Journal of Islamic Education* 1, no. 2 (2024): 93-123.

muamalah, understanding credit within the legal context is also crucial. According to Article 1 (11) of Law No. 10/1998, credit is the provision of money or an equivalent claim based on an agreement between a bank and a debtor.¹⁰ In this agreement, the debtor is required to repay the loan within a certain period along with interest. This practice is often associated with *riba* (usury), especially if there is an interest component in the transaction.

From the perspective of Islamic law, the SpayLater mechanism is considered not to meet the valid conditions of a contract. One of the reasons is the imposition of late payment penalties by SpayLater, which are classified as *riba jahiliyyah* (pre-Islamic usury).¹¹ Consequently, the use of SpayLater is deemed impermissible in Islam due to its element of *riba*. *Riba* (from Arabic: الربا, *Ar-Ribā*) refers to the setting of an interest or return that exceeds the principal loan amount, calculated based on a certain percentage of the principal. Linguistically, *riba* means increase or growth. In another context, *riba* also means to thrive or expand. Technically, *riba* refers to the unlawful gain from capital or principal.

Several previous studies have examined the practice of online buying and selling and paylater services from the perspective of fiqh muamalah. Research by Bhanurasmi and Gyandra Fisnawati discusses transactions using the Shopee Paylater service from the perspective of murabahah contracts and concludes that although this system makes it easier for consumers, there is a potential violation of the principle of prohibition of *riba* if late fines are not in accordance with the concept of *ta'zir* in sharia.¹² Meanwhile, a study by Syed Tehseen Jawaid highlighted the contract transactions on e-commerce platforms, and found that this kind of buying and selling practice tends to obscure the clarity of contracts, especially related to the separation between buying and selling transactions and financing, which can lead to *bay' al-'inah* (engineering buying and selling).¹³ On the other hand, research by Azizah (2020) focuses on public perception of the Shopee Paylater service and concludes that there are still many users who do not understand the legal status of the contract carried out, so that transactions are carried out without considering the principles of *halal* and *haram* in their entirety.¹⁴

These studies show that the aspects of contracts, transparency, and conformity with sharia principles are central issues in the study of buy now pay later services in e-commerce, especially through Shopee Paylater. However, most of these studies are still limited to normative analysis without elaborating in detail the form of a valid contract according to

¹⁰ Deny Haspada, "Legal Analysis of Abuse of Conditions in Banking Credit Agreements in Indonesia: Implications for International Consumer Protection," *Cogent Social Sciences* 11, no. 1 (31 Desember 2025): 2492837, <https://doi.org/10.1080/23311886.2025.2492837>.

¹¹ Ganang Meidi, "The Phenomenon of Using Shopee Paylater in Tanjung Village Reviewed in the Perspective of Sharia Economic Law," dalam *International Conference on Islamic Economics (ICIE)*, vol. 1, 2024, 1291–1301, <https://proceeding.uingusdur.ac.id/index.php/icie/article/view/1586>.

¹² Bhanurasmi Bhanurasmi dan Gyandra Fisnawati, "Islamic Law Analysis of PayLater Contracts in Online Marketplace Applications," *SYARIAT: Akhwal Syaksyah, Jinayah, Siyasah and Muamalah* 1, no. 3 (2024): 132–139.

¹³ Syed Tehseen Jawaid, Almas Saleem, dan Ilma Sharif, "Antecedents of Islamic credit card adoption in Pakistan: an empirical study based on the decomposed theory of planned behavior," *Journal of Islamic Marketing* 15, no. 8 (2024): 1942–1964.

¹⁴ Dina Kusnaedy dan Reni Budi Setianingrum, "Legal Construction and Dispute Resolution of Non-Payment Debtors in Paylater Shopee," *Law Research Review Quarterly* 10, no. 1 (2024), <https://journal.unnes.ac.id/journals/snh/article/view/8082>.

classical and contemporary muamalah fiqh in a digital context. Therefore, this study is here to analyze in more depth how online buying and selling contracts using Shopee Paylater are viewed from the perspective of fiqh muamalah, as well as whether the contract that occurs is in accordance with sharia principles such as the clarity of the transaction object (*mabi'*), the agreement of both parties (*ridha*), and does not contain elements of *gharar* or *riba*.

In addition, a study by Rohmatun Shomad and Salma Mansur reviewed the legality of Shopee Paylater transactions using the *maqashid al-shariah* approach. They argue that while this feature offers ease of economic access, the aspects of fairness and benefit still need to be reviewed, especially with regard to the potential exploitation of consumers through late fees that tend to be penalties rather than educational.¹⁵ Meanwhile, a study by Nur Raqibah Rafehah specifically examined contemporary contracts in sharia-based fintech services, including consumptive financing services such as paylater. He found that there are still many digital platforms that do not explicitly stipulate the type of contract used, thus causing ambiguity (*gharar*) and potential violations of the principle of fairness in transactions.¹⁶

The core issue examined in this study is the implementation and understanding of e-commerce transactions through the Shopee PayLater system from the perspective of Islamic commercial law. The objective of the research is to explore and analyze in depth the implementation of the Shopee PayLater system in e-commerce transactions from the viewpoint of *fiqh muamalah* and to assess the impact of deferred payment systems in terms of legality and morality. Several previous studies have discussed aspects of Islamic economics in the context of electronic commerce and BNPL payment systems. For instance, Rauf's research evaluated Islamic legal perspectives on BNPL practices in several countries, while Hassan and Abdul Latif's study examined the validity of installment systems from the perspective of *fiqh muamalah*. Additionally, Ismail's research addressed the issue of *riba* in modern credit transactions and its contradiction with Islamic teachings. However, although many studies have discussed Islamic legal aspects in e-commerce, specific research on the application of Shopee PayLater and other deferred payment systems within the context of Islamic law remains very limited. Therefore, this study aims to fill that gap and contribute to a deeper understanding of e-commerce transactions that comply with Sharia principles. It is hoped that the results of this study will enrich the understanding of the development of digital transactions and encourage the creation of trading practices that are not only profitable but also aligned with Islamic values.

RESEARCH METHOD

This research adopts a qualitative approach utilizing a descriptive analysis method.¹⁷ The data employed are secondary sources, collected through literature review, analysis of legal

¹⁵ Rohmatun Shomad dan Salma Mansur, "Critical Review of Spaylater Practices of LPI Educators. Darul Ulum Banyuanyar Putri Maqasid Dain Jasser Auda Perspective," *Amkop Management Accounting Review (AMAR)* 5, no. 1 (2025): 232-249.

¹⁶ Nur Raqibah Rafehah, "Smart Contracts and the Possibility of Gharar," *iEco| Islamic Economics Journal* 2, no. 1 (2024): 60-84.

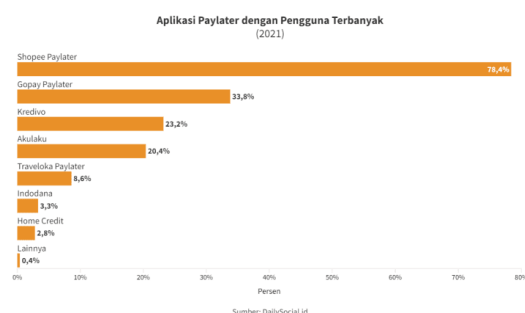
¹⁷ Elmar Hashimov, "Qualitative Data Analysis: A Methods Sourcebook and The Coding Manual for Qualitative Researchers: Matthew B. Miles, A. Michael Huberman, and Johnny Saldaña. Thousand Oaks, CA: SAGE,

documents, and related academic works discussing *fiqh muamalah*, Buy Now Pay Later (BNPL) payment systems, and pertinent regulations such as Law No. 10 of 1998 on Banking and the Financial Services Authority (OJK) regulations governing deferred payment transactions. Furthermore, this study examines various sources of Islamic law, including primary texts (the Qur'an, Hadith, and scholarly *ijtihad*), as well as contemporary *fiqh* scholarship relevant to the issues of credit transactions and *riba*.

RESULTS AND DISCUSSION

Shopee Paylater

The paylater system, similar to a credit card but without a physical form, allows users to complete transactions first and make payments later. In Indonesia, this service has experienced rapid growth. Research by DSRResearch in the *Fintech Report 2019* indicates that paylater services ranked third in popularity at 56.7%, following digital wallets (82.7%) and investment services (62.4%). A survey conducted by Daily Social involving 1,500 respondents revealed that 509 users utilized paylater services across various platforms, with Shopee dominating at 78.4%, followed by Gopay (33.8%), Kredivo (23.2%), and other platforms. These findings suggest that one in three application users takes advantage of deferred payment services.¹⁸



(Gambar Aplikasi Paylater dengan Pengguna Terbanyak)

The popularity of this service is closely tied to its various advantages. The system facilitates transactions through quick registration processes and wide accessibility. Users are not required to prepare large amounts of cash, allowing them to fulfill their needs even when funds are insufficient. Additionally, many attractive promotions are frequently offered. However, many users remain unaware of the potential negative impacts, such as impulsive purchasing behavior and the tendency to develop debt habits.¹⁹ Awareness regarding the halal or haram status of utilizing such services among Indonesian Muslims also remains relatively low. Shopee PayLater, managed by PT Commerce Finance through the Shopee platform,

2014. 381 Pp. Johnny Saldaña. Thousand Oaks, CA: SAGE, 2013. 303 Pp.,” *Technical Communication Quarterly* 24, no. 1 (2 Januari 2015): 109–12, <https://doi.org/10.1080/10572252.2015.975966>.

¹⁸ DailySocial Team, “RISE by DailySocial | DailySocial Team | Substack,” 16 Juni 2025, <https://dailysocial.id/>.

¹⁹ C. T. Mohammed Naseer, “Influence of impulse buying behaviour of women consumers in Kerala” (PhD Thesis, Department of Commerce MES Keveeyam College, Valanchery, University of Calicut, 2024), <http://scholar.uoc.ac.in/handle/20.500.12818/2411>.

introduces an innovative payment solution known as Shopee PayLater. According to Shopee's official website, this service enables consumers to shop first and defer payment until the following month or to use an installment plan over a specified period. The system offers customers the flexibility to choose a repayment schedule that best suits their financial capacity. The available payment schemes include a "buy now, pay later" method with a single payment, as well as installment options of 1, 3, 6, or 12 months. However, it should be noted that the 12-month installment option is only available to users who meet specific eligibility criteria. Every transaction made using Shopee PayLater incurs a 1% administrative fee, along with a minimum interest charge of 2.95% of the transaction amount. Late payments are subject to a penalty fee of 5% per month on the overdue balance.²⁰

Timely repayment is a crucial aspect when utilizing deferred payment services such as Shopee PayLater. The convenience offered by buy-now-pay-later (BNPL) schemes can quickly become a financial burden if users fail to manage their repayment responsibilities properly. One of the primary consequences of delayed payments is the imposition of additional late fees. Shopee PayLater typically charges a penalty of 5% per month on the overdue amount. Although this may seem minor at first, the cumulative effect can significantly increase the user's total debt, especially if repayment is delayed for an extended period. This added cost not only strains the user's finances but also reflects a form of *ta'zīr māli* (monetary penalty), which needs to be examined in light of Islamic legal principles.

In addition to financial penalties, users who miss their payment deadlines may face restrictions on app features. Shopee may limit access to several benefits such as discount vouchers, cashback promotions, or even certain purchasing options within the platform. These limitations serve as a deterrent mechanism but may also affect the overall user experience. For individuals who rely on these digital incentives for routine purchases, the restriction can lead to reduced purchasing power and inconvenience. Another significant consequence of late repayment is its impact on credit scores. In Indonesia, Shopee PayLater is integrated into the Financial Information Services System (SLIK) managed by the Financial Services Authority (OJK). When a user defaults or delays payments, this behavior is recorded and can negatively affect their credit profile. A poor credit history in the SLIK system can reduce the chances of obtaining future financing, whether from banks, cooperatives, or fintech platforms. For many users, particularly those from low-income groups, this could create long-term financial exclusion and diminish opportunities to access formal financial services.

Furthermore, in cases of prolonged delinquencies, Shopee PayLater may escalate the situation by initiating direct field collection. This often involves third-party debt collectors visiting the user's residence or workplace to recover the outstanding balance. Such encounters can be stressful and embarrassing for the user, especially if they are conducted aggressively. From both a consumer protection and ethical standpoint, these measures raise concerns, and from a fiqh muamalah perspective, they also prompt a reevaluation of how far such collection practices align with Islamic values of fairness, dignity, and non-coercion in financial dealings.

²⁰ "Apa Itu Shopee PayLater, dan Dampaknya jika Terlambat Bayar Tagihan," diakses 18 Juni 2025, <https://www.kompas.com/tren/read/2022/04/06/200000765/apa-itu-shopee-paylater-dan-dampaknya-jika-terlambat-bayar-tagihan?page=all>.

Example of Case & Calculation of Late Payment in SPayLater

Total Tagihan	Biaya Keterlambatan	Total Tagihan yang Harus Dibayarkan
Rp100.000	5% dari total tagihan $5\% \times \text{Rp}100.000 = \text{Rp}5.000$	Rp105.000

(Example Calculation Image)

Illustration: If you have a bill of IDR 100,000 on April 25, 2021, with a due date of May 5, 2021, but only make the payment on May 15, 2021, you will incur consequences for the delay.

Shopee Paylater Agreement

In the context of Islamic law, an agreement or contract between competent parties is referred to as an akad. The concept of akad is fundamental in fiqh muamalah because it establishes the legal framework that governs various human interactions, especially in commercial transactions. Akad is not merely a verbal or written agreement but a binding contract made by mukallaf—individuals who possess legal capacity and are accountable for their actions under Islamic law.²¹ This ensures that every transaction is conducted responsibly, with full awareness and consent from all parties involved. The primary objective of akad is to guarantee that transactions are carried out with transparency, fairness, and in accordance with Islamic ethical and moral values. These principles aim to prevent injustice, exploitation, and uncertainty (gharar), which are prohibited in Islamic commerce. By adhering to these standards, akad serves as a safeguard to maintain trust and social harmony among market participants, ensuring that economic activities contribute positively to the welfare of the community.

When examining transactions on e-commerce platforms such as Shopee, it becomes evident that they share many similarities with conventional buying and selling practices, especially regarding the legal and ethical requirements of akad. However, the medium and payment systems differ significantly. Unlike traditional markets where sellers and buyers meet physically, e-commerce transactions are conducted virtually. Despite this lack of physical presence, sellers and buyers are still able to communicate effectively through digital tools, such as the chat feature provided by the platform. This communication channel plays a crucial role in fulfilling the essential elements of a valid sale, such as the offer, acceptance, and mutual consent. Furthermore, the digital nature of e-commerce does not negate the validity of the akad as long as the fundamental components are present. Islamic jurisprudence recognizes contracts conducted through representatives or intermediaries (wakalah), which provides a strong foundation for legitimizing online transactions. The ability to negotiate terms, clarify product details, and confirm agreement via chat or other communication methods ensures that the transaction meets the criteria of a lawful contract.

²¹ Mugni Muhit, Sofyan Al-Hakim UIN, dan Iwan Setiawan, "Flexibility of Al-Ijarah Contract Perspective of Islamic Economic Law," *al-Afkar, Journal For Islamic Studies* 7, no. 1 (2024): 762–787.

Allah SWT has provided guidance to Muslims on how to conduct transactions, especially concerning debt agreements that have a specific time limit. In Surah Al-Baqarah, verse 282, several important guidelines related to the recording of financial transactions are outlined. First, any debt transaction with a set period must be documented in writing. This documentation must be carried out by someone who has the ability and integrity to write accurately and fairly. The person assigned to write should not refuse this noble task, as the ability to write is a gift from Allah that must be used for good. During the documentation process, the debtor is responsible for dictating the details of the debt honestly and fearfully of Allah, without altering the agreed-upon terms or amounts. If the debtor has mental, physical, or other limitations that prevent them from dictating, their guardian may act as a representative to do so while maintaining the principle of truthfulness.

Second, sales transactions also require witnesses, ideally two men. However, if this is not possible, one man and two trustworthy women can serve as witnesses. This arrangement is meant to ensure that if one female witness forgets, the other can remind her. Witnesses are obligated to respond when called upon to testify. The recording of transactions must be done carefully and completely, regardless of the value of the transaction. This practice is considered more just in the sight of Allah, strengthens the validity of testimony, and reduces the potential for disputes in the future. An exception is made for cash transactions settled on the spot— in such cases, documentation is optional, though having witnesses is still recommended.

Third, it is emphasized that neither the recorder nor the witnesses should be hindered or made to face difficulty in carrying out their duties. Violating this principle is considered an act of corruption. Lastly, Muslims are reminded to always be mindful of Allah, who is All-Knowing, and who has provided this guidance as a form of teaching for humanity. Installment sales with a financing system combine two akad concepts: *al-Bai'* (sale) and *al-Qard* (loan).²² *Al-Qard* essentially represents a form of mutual assistance (*Ta'awun*) that aligns with Islamic principles of helping others²³. This concept is similar to deferred payment services, which assist users in meeting their needs by allowing them to purchase items first and pay in installments. In the *al-Qard* akad, several important elements must be observed, Parties involved: The borrower (*Muqtariq*) and the lender (*Muqrid*). Object of the akad: The loaned funds. Purpose of the akad: Must be in line with Islamic principles and shariah law. Ijab and kabul: The offer and acceptance, which indicate the mutual agreement.

Furthermore, the goal of the akad must be clear and consistent with shariah principles. Finally, the akad requires the presence of *ijab* (offer) and *kabul* (acceptance), which signify the agreement between both parties. The conditions for the execution of the *al-Qard* akad include,

²² Faishal Agil Al Munawar dan M. Iqbal Vad'au, "The Views of Nahdlatul Ulama and Muhammadiyah Figures on Credit Transactions with a Savings System," *Indonesian Journal of Islamic Economics and Finance* 4, no. 1 (2024): 103–120.

²³ Saiful Anuar, "JULA-JULA AS A MODEL OF SHARIAH-COMPLIANT MICROFINANCE: COMMUNITY PRACTICES IN RURAL INDONESIA," *Share: Journal of Islamic Economics & Finance/Jurnal Ekonomi dan Keuangan Islam* 14, no. 1 (2025), <https://search.ebscohost.com/login.aspx?direct=true&profile=ehost&scope=site&authtype=crawler&jrnl=20896239&AN=185373529&h=gQHKjM%2BmBi9Q16sdH0fQPjXr2kxhWvLq0CCKPW7zHxsFPh2sqgIX47jBOszMeMLrgYEBQ8dHWSkVquXR3SLdEA%3D%3D&cr1=c>.

both parties must enter the agreement voluntarily, without coercion. The loaned funds must be used for beneficial and halal purposes.

Fiqh Muamalah Perspective on Riba in Shopee Paylater Transactions

According to Fatwa DSN-MUI No: 116/DSNMUI/IX/2017 concerning Shariah-Compliant Electronic.²⁴ The implementation of Shopee PayLater does not meet the requirements and conditions of the *akad Qardh*, and is therefore considered contrary to Shariah principles. This is due to the presence of *riba* in the loan repayment process. Although the first month is interest-free, late payments incur a penalty of 5% of the total bill, in addition to an administrative fee of 1%. This practice is classified as *riba* because, despite being mutually agreed upon by both parties, it tends to favor Shopee and place an additional burden on the users. In Islamic economics, the term *riba* refers to an unlawful increase or increment on the principal loan amount. In this context, *riba* can be understood as a profit derived without a fair or equivalent compensation. One of the most commonly recognized forms of *riba* is *riba nasi'ah*, which refers to the additional amount incurred due to a delay in payment that was agreed upon beforehand. This is emphasized in the Fatwa of the Indonesian Ulema Council (MUI) Number 1 of 2004, which defines *riba* as any increase given without legitimate compensation, arising from the deferral of debt payment or credit beyond the initial agreement.²⁵

In the Quran, Allah SWT gives a stern warning regarding the prohibition of *riba*, particularly in Surah Ali Imran, verse 130: "O you who have believed, do not consume *riba*, doubled and multiplied, but fear Allah that you may be successful. This verse reminds Muslims to avoid *riba* that can multiply the amount of debt, as such practices have the potential to create injustice. Furthermore, in the same verse, Allah emphasizes the importance of maintaining *taqwa* (piety), which is the key to achieving blessings and success in all aspects of life. Thus, the practice of *riba* that involves the multiplication of debt or interest is prohibited in Islam, as it can harm the debtor and lead to injustice in society. Some scholars have differing views regarding installment transactions, particularly in the context of digital platform applications. Some of them view these transactions as a form of lease contract (*ijarah*), which requires an agreement between both parties regarding their respective rights and obligations. Muhammad Syamsudin, a scholar who studied the book *Al-Mughni* by Ibn Qudamah, argues that the additional costs arising from the use of a digital platform as a medium for transactions cannot be classified as *riba*. According to him, these costs are better understood as part of a valid agreement between both parties in the transaction, as long as they do not contain elements that excessively harm one of the parties.²⁶

²⁴ "Ini Fatwa Terbaru DSN-MUI tentang Uang Elektronik dan Layanan Pembiayaan Berbasis IT – Majelis Ulama Indonesia," diakses 18 Juni 2025, <https://mirror.mui.or.id/berita/11352/ini-fatwa-terbaru-dsn-mui-tentang-uang-elektronik-dan-layanan-pembiayaan-berbasis-it/>.

²⁵ "HUKUM BUNGA (INTEREST/FA'IDAH)," diakses 18 Juni 2025, <https://mui.or.id/baca/fatwa/hukum-bunga-interestfaidah>.

²⁶ Sri Sudiarti, "Fiqh muamalah kontemporer," 2018, <http://repository.uinsu.ac.id/5517/12/Repositori%20Fiqh%20Muamalah%20Kontemporer.pdf>.

In the context of credit-based transactions, earning profit through additional charges—such as delay fees or markups—requires a clear and mutually agreed-upon contract between the lender and the borrower. The legitimacy of such agreements in Islamic finance rests on the presence of consent (*ridha*) from both parties and transparency in the terms of the transaction. Without these elements, any additional cost imposed on the borrower may fall under the category of *riba* (usury), which is strictly prohibited in Islamic teachings. Thus, the core principle here is mutual understanding and agreement, where both parties are fully aware of and accept the consequences and structure of delayed payment.

This view finds strong support in the Qur'an, specifically in Surah An-Nisa (4:29), which states: "O you who believe! Do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent..." This verse provides a foundational principle for financial transactions in Islam, emphasizing the importance of mutual agreement and fairness. It allows room for price increases or fees in exchange for deferred payment, as long as they are not exploitative and are clearly agreed upon at the beginning of the transaction. Therefore, in cases where a credit fee or markup is explicitly stated and voluntarily accepted by the buyer, such additions are considered *mubah* (permissible) within Islamic law. Scholars categorize these types of profits under the concept of *murabahah*, where a seller may charge a higher price for the convenience of delayed payment. What distinguishes this from *riba* is the absence of compulsion and injustice, as well as the fact that the additional amount is not based on time alone but is part of a sale contract agreed upon at the outset.

However, it is also important to note that such permissibility is conditional. The profit or fee must not lead to excessive burden (*mashaqah*) on the buyer, and the contract must avoid elements of *gharar* (uncertainty) or deception. Moreover, the fee must not function as a punitive interest applied only when the payment is delayed, as is common in conventional finance systems. In Islamic jurisprudence, any increase due solely to late payment—without prior agreement—can resemble *riba jahiliyyah* and thus be deemed impermissible. In conclusion, while Islamic law accommodates the practice of earning a profit in credit transactions through agreed-upon price increases, it places strong emphasis on transparency, consent, and fairness. The addition of credit fees, when properly structured and aligned with Qur'anic guidance and fiqh principles, is not only permissible but also an essential component in the development of Shariah-compliant financial products in modern commerce.

CONCLUSION

This study aimed to analyze the practice of online buying and selling transactions through the Shopee PayLater service from the perspective of fiqh muamalah, focusing on the contracts involved and their legal implications within Islamic law. The research findings reveal that while Shopee PayLater offers convenience by allowing users to shop first and pay later, similar to traditional credit systems, it presents potential risks such as impulsive purchasing and harmful borrowing habits. These challenges are particularly significant for users who struggle with managing payment obligations. From a fiqh muamalah perspective, the contracts involved combine the elements of sale (*al-Bai'*) and debt (*al-Qard*), but the practice of imposing additional fees, late payment penalties, and interest on installments—especially for delayed

payments—introduces elements of *riba*, which conflict with shariah principles. Based on Fatwa DSN-MUI No:116/DSNMUI/IX/2017, this practice is deemed non-compliant with shariah due to the profit gained without legitimate compensation, categorizing it as *riba nasi'ah*. Given the potential for injustice, particularly for users who fail to manage their financial obligations wisely, the study suggests that service providers should ensure their practices comply with shariah by adjusting additional fees and penalties to avoid *riba*. Additionally, transparency should be prioritized in the terms of service, and users should be educated on proper financial management to prevent harmful borrowing behavior.

Future research could explore the practical implementation of shariah-compliant alternatives within digital payment systems, particularly focusing on how fintech companies can innovate to offer services that align with Islamic financial principles. Studies could also investigate user perceptions and behaviors regarding shariah-compliant credit systems to understand how such platforms can be improved for broader acceptance within Muslim communities.

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