YURISPRUDENTIA JURNAL HUKUM EKONOMI

Yurisprudentia: Jurnal Hukum Ekonomi

https://jurnal.uinsyahada.ac.id/index.php/yurisprudentia/index

Late Fines on Paylater Tiktok Services: A Review of Civil Law and a Compilation of Sharia Economic Law

10.24952/yurisprudentia.v%vi%i.19808

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Abstract

Advances in financial technology have driven the use of "pay-later" services on e-commerce platforms, including TikTok PayLater. However, the regulations regarding late payment penalties in these services raise academic questions due to differences in legal framework between the Civil Code (KUH Perdata) and the Compilation of Sharia Economic Law (KHES). This study aims to analyze the validity of applying late payment penalties on TikTok PayLater from the perspectives of civil law and Islamic economic law, as well as to identify the points of divergence in their regulations. The study employs a literature review (library research) using a normative legal approach. Primary data was obtained from the TikTok PayLater terms of service, while secondary data was sourced from legislation, the KHES, and relevant literature. The data were analyzed qualitatively using documentation techniques. The results indicate that a late payment penalty of IDR 80,000 per 25 days is justifiable under the Civil Code (KUH Perdata) pursuant to Article 1243, provided it is based on a breach of contract and has been validly agreed upon by the parties. Conversely, based on KHES, the legal relationship in such services is more appropriately classified as a qardh contract; thus, the imposition of penalties that provide additional benefits to the creditor has the potential to conflict with the principle prohibiting riba. From a Sharia perspective, penalties for late payment are only justified in the form of ta'widh as compensation for actual losses, not as an instrument that generates profit. Thus, this study confirms the existence of a discrepancy between the regulations on late payment penalties in civil law and Sharia economic law regarding the TikTok PayLater practice.

Keywords: Compilation of Sharia Economic Law, Civil Law, TikTok Paylater.

Abstrak

Perkembangan teknologi finansial telah mendorong penggunaan layanan *paylater* pada platform e-commerce, termasuk TikTok PayLater. Namun, pengaturan mengenai denda keterlambatan pembayaran dalam layanan tersebut menimbulkan persoalan akademik karena terdapat perbedaan konstruksi hukum antara Kitab Undang-Undang Hukum Perdata (KUH Perdata) dan Kompilasi Hukum Ekonomi Syariah (KHES). Penelitian ini bertujuan menganalisis keabsahan penerapan denda keterlambatan pada TikTok PayLater berdasarkan perspektif hukum perdata dan hukum ekonomi syariah serta mengidentifikasi titik perbedaan pengaturannya. Penelitian menggunakan metode studi kepustakaan (*library research*) dengan pendekatan yuridis normatif. Data primer diperoleh dari ketentuan layanan TikTok PayLater, sedangkan data sekunder berasal dari peraturan perundang-undangan, KHES, dan literatur yang relevan. Data dianalisis secara kualitatif melalui teknik dokumentasi. Hasil penelitian menunjukkan bahwa denda keterlambatan sebesar IDR80.000 per 25 hari dapat dibenarkan menurut KUH Perdata berdasarkan Pasal 1243 sepanjang didasarkan pada wanprestasi dan telah diperjanjikan secara sah oleh para pihak. Sebaliknya, berdasarkan KHES, hubungan hukum dalam layanan tersebut lebih tepat dikualifikasikan sebagai akad *qardh*, sehingga

pengenaan denda yang memberikan manfaat tambahan kepada kreditur berpotensi bertentangan dengan prinsip larangan riba. Dalam perspektif syariah, sanksi atas keterlambatan hanya dapat dibenarkan dalam bentuk *ta'widh* sebagai kompensasi atas kerugian nyata, bukan sebagai instrumen yang menghasilkan keuntungan. Dengan demikian, penelitian ini menegaskan adanya disharmoni antara pengaturan denda keterlambatan dalam hukum perdata dan hukum ekonomi syariah terhadap praktik TikTok PayLater.
Kata kunci: Kompilasi Hukum Ekonomi Syariah, Hukum Perdata, *Tiktok Paylater.*

Introduction

Buying and selling activities continue to develop in line with the progress of the times, the needs of society, and modern technology that is increasingly rapid. At first, buying and selling transactions were carried out conventionally or face-to-face. However, the development of digital technology has encouraged the creation of a new buying and selling model, namely online. This transformation not only changes people's consumption patterns, but also affects the structure of the global economy and payment system.[1]

One concrete form of innovation in digital commerce is the emergence of *increasingly* diverse marketplaces and payment features. In the marketplace transaction system, the seller only receives money if the goods reach the buyer. The buyer is required to pay, but the *marketplace* provides a guarantee by withholding the buyer's funds until the buyer confirms that the item has been received properly.[2] Thus, *the marketplace* protects buyers by withholding their funds until the buyer provides confirmation that the goods have been well received. However, at this time there have been many developments in payment methods provided by the *marketplace* ranging from, *the cash on delivery* (COD) system, credit cards, transfers via banks, transfers via e-wallets, to what is currently in great demand by the public is the *paylater* system or buy now pay later. This system allows consumers to make purchases without having to pay in full at the beginning.[3]

One of the platforms that is now adopting the system is TikTok through the TikTok Shop and TikTok *Paylater features,* in collaboration with PT. Atome Finance Indonesia.[4] This feature makes it easier for users to transact in installments, with a creditworthiness assessment based on personal data filled in during registration. However, the use of the *paylater* system also raises various problems, such as late payments, the imposition of interest and fines, and the freezing of user accounts.[5] TikTok has a very wide global reach in the United States, Indonesia has the most active users when compared to other countries with 157.6 million active users as of July 2024. Indonesia is followed by the United States (120.5 million), Brazil (105 million), Mexico (77 million) and Vietnam (65 million). It is important to note that tiktok has a different name in China, Douyin, which has 780 million active users.[6]

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[1] Herman et al, *Introduction to Online Business Law*, (West Sumatra: CV Azka Pustaka, 2023),8

[2] Richardus Eko Indrajit, *E-Commerce: Business Tips and Strategies in the Virtual World,* (Jakarta: PT Elex Media Komputindo, 2002), 35.

[3] Bank Indonesia, *Blueprint for the Indonesian Payment System 2025* (Jakarta: Bank Indonesia, 2019), 16.

[4] Information through customer service (CS) Tiktok Paylater November 3, 2024 10:36

[5] Sa'adah, Rosma, and Aulia, *"Generation Z's Perception of Tiktok Shop Features on the Tiktok Application."* Vol. 2 No. 5 June 2022, 136.

[6] Top 23 TikTok Statistics & Facts You Need to Know in 2025 https://www-charleagencycom.translate.goog/articles/tiktokstatistics/?_x_tr_sl=en&_x_tr_tl=id&_x_tr_hl=id&_x_tr_pto=s

In addition to offering interesting entertainment, *tiktokshop* is one of the latest features offered by tiktok and is an online shopping place for people from Generation X to Generation Z. *Tiktokshop* offers almost the same services offered by marketplaces and *e-commerce* today, as well as attractive promotions that entice customers to buy promoted items.[7] *Tiktokshop* launched the *TikTok paylater feature*. *This paylater tiktok* uses a credit system or pay later. *Tiktok paylater* is a feature that is for shopping on *tiktokshop* with an installment system. This feature is very helpful for those who want to buy items on *tiktokshop*, but don't have enough funds yet. *PayLater* is a financial facility that uses a payment method with installments without a credit card. Several fintech platforms are excited to discuss this current way of credit.[8]

The *TikTok paylater* feature that provides credit limits to users is the *atome platform.* Each user will get a different limit according to the assessment from the *atome platform* based on the personal biodata filled in at the time of registration. The credit limit obtained starts from 200 thousand to 25 million. This limit will increase if the user is smooth in making payments using *the TikTok Paylater feature,* but if the user is late, they will be subject to sanctions in the form of fines and account freezes.[9]

With the increase in the use of *the tiktok paylater* payment method, there is the potential for problems with payments, one of which is payment delays. This usually happens in every payment system related to credit, because there are people who do not understand the rules that apply to *TikTok paylater* and people who deliberately do not pay the bill. This situation causes many consequences that can be detrimental to *paylater* users due to the lack of literacy about the risks that can be imposed, one of which is that fines can be imposed if there is a delay in payment.

This phenomenon shows that there is still low public literacy about the risks and consequences of using digital credit services. Problems arise when the fines or interest charged are not transparent or adjust to the user's profile, without clarity of terms and conditions at the beginning of the transaction. In addition, not all people understand the legal provisions that govern the lending and borrowing agreements and interest in buying and selling transactions. In fact, in Indonesian civil law, the credit system is included in the lending and borrowing agreement as stipulated in the Civil Code (KUHPer) Articles 1754 and 1767, which stipulate the need for agreements and certain interest limits. On the other hand, in the Compilation of Sharia Economic Law (KHES), the aspects of interest and fines also have their own provisions that refer to the principles of justice and the prohibition of usury.[10] Therefore, it is necessary to discuss further how the legal implications of the provisions of late payment fines on the TikTok *Paylater feature* are analyzed from the perspective of civil law and sharia economic law.

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ge#:~:text=The%20age%20demographics%20of%20TikTok,but%20a%2061.7%25%20increase%20in Accessed on February 21, 2025 at 13:02 WIB.

[7] Sa'adah, Rosma, and Aulia, *"Generation Z's Perception of the Tiktok Shop Feature on the Tiktok Application."* Vol. 2 No. 5 June 2022, 136.

[8] Prastiwi and Fitria, *"The Concept of Paylater Online Shopping in the View of Islamic Economics."* Vol. 0.7 No. 1 March 2021, 427.

[9] TikTok Shop x Tokopedia: PayLater limit up to IDR 25 million, published June 3, 2024.

[10] Agustri, *Fiqih Mu'amalah,* (Yogyakarta: Samudra Biru, 2020), 15.

In order to identify the urgency of the object of study in this study with previous studies, in this section several relevant previous studies are presented. The purpose of this presentation is to explore the position and contribution of this research in the existing scientific treasures, as well as to show the gaps that this research wants to fill.[11] The four previous studies studied include:

First, a research conducted by Suci Hatina entitled *Review of Sharia Economic Law on the Implementation of the Pay Later System (PayLater) on the Akulaku Application* (2023). The research explained that the PayLater service is a credit card-free installment payment system that is widely used in e-commerce transactions. Akulaku provides online shopping, installments, and cash loans that make it easier for users to make digital transactions.[12]

Second, Muhammad Al-Fayed's research entitled *Fines in Late Payment of Buying and Selling Using Shopee PayLater According to the Civil Code Reviewed from Fiqh Muamalah* (2021). The results of the study show that Shopee PayLater applies a late penalty of 5% of the total bill. In the perspective of the Civil Code, this provision is allowed based on Article 1243 paragraph (1), while in fiqh muamalah there are differences of opinion among scholars regarding the ability of fines because some consider it a form of jahiliyah usury. This study uses a normative juridical approach.[13]

Third, research by Iin Emy Prastiwi and Tira Nur Fitria entitled *The Concept of PayLater Online Shopping in the View of Islamic Economics* (2021). This study explains that the concept of "buy now, pay later" in PayLater can be categorized as buying and selling *istijrar*. However, the majority of scholars from the four schools are of the opinion that this practice becomes invalid if the price of goods is not clearly known at the time of contract or receipt of goods.[14]

Fourth, M. Trias Hermanda's research entitled *Alternative Creditor Dispute Resolution to Defaults Committed by Debtors in Online Loans from a Fiqh Muamalah Perspective* (2024). The study concluded that dispute resolution in online loans is often not in line with the principles of sharia economic law because it still contains elements of riba through the addition of the principal of the loan due to the late payment of the debtor.[15]

From the four previous studies, there are similarities in the discussion of the *PayLater* system and the imposition of fines for late payments. However, these studies generally only examine aspects of the validity of the contract, consumer protection, or the suitability of *the PayLater* service with sharia principles in general, without specifically examining the provisions of late fines on the TikTok PayLater service through a comparative analysis between the Civil Code and the Compilation of Sharia Economic Law. Therefore, this study

[11] Ali Hardana and Hasir Budiman. A Study of Islamic Economic Law on the Practice of Buying and Selling Cryptocurrencies in Indonesia. *Yurisprudentia: Journal of Economic Law, 11 (2) 2025*. https://jurnal.uinsyahada.ac.id/index.php/yurisprudentia/article/view/17019

[12] Suci, *"A Review of Sharia Economic Law on the Implementation of the Pay Later System (Paylater) on the Akulaku Application"* (FSH UIN Raden Fatah Palembang 2023).

[13] Muhammad al-Fayed, "Fines in Late Payment of Buying and Selling Using *Shopee Paylater* According to the Civil Law Book Reviewed from Fiqh Muamalah" (FSH UIN Raden Fatah Palembang, 2021).

[14] Prastiwi and Fitria, *"The Concept of Online Paylater Hopping in the View of Islamic Economics."* Vol ,7 No. 01 March 2021, 429.

[15] M.Trias, "*Alternative Creditor Dispute Resolution to Defaults Committed by Debtors in Online Loans from the Perspective of Fiqh Muamalah.*" (FSH UIN Raden Fatah Palembang 2024).

occupies the position of a study that fills the research gap by focusing on the analysis on the legal basis, validity, and implications of the application of late fines in the TikTok PayLater agreement based on the two legal systems. The urgency of this research lies in the increasing use of *Buy Now Pay Later* services in Indonesia followed by the application of late fines clauses that have the potential to cause differences in interpretation between civil law and sharia economic law. The results of this paper are expected to make an academic contribution in enriching the study of treaty law and sharia economic law, as well as a reference for the community, business actors, and policymakers in formulating late fine arrangements that provide legal certainty and are in line with sharia principles.

Method

This study uses normative juridical research methods with a qualitative-analytical approach. The normative juridical method was chosen because this study focuses on the analysis of the legal norms that govern late payment fines on *the TikTok PayLater service*, so that the object of study is in the form of laws and regulations, doctrines, and legal principles.[16] The approaches used include *the statute approach* and *the conceptual approach*.[17] The legislative approach is used to review the provisions in the Civil Code, the Compilation of Sharia Economic Law, and laws and regulations related to digital financing services. Meanwhile, a conceptual approach is used to analyze the concepts of default, freedom of contract, *qardh contract*, *ta'widh*, and the principle of prohibition of usury based on legal doctrine and scientific literature.[18] The data source consists of primary, secondary, and tertiary legal materials. Primary legal materials include the Civil Code, KHES, the provisions *of the TikTok PayLater service*, and relevant laws and regulations. Secondary legal materials are obtained from books, scientific journals, and the results of previous research, while tertiary legal materials are in the form of legal dictionaries, encyclopedias, and other supporting sources.[19] The data collection technique is carried out through literature studies by examining various legal documents and scientific literature that are relevant to the research object. All legal materials are then analyzed using *content analysis techniques* through the stages of data reduction, classification, interpretation, and conclusion drawn. This analysis technique was chosen because it is able to identify the conformity and disharmony of the legal norms that regulate late payment fines on *TikTok PayLater* based on the perspective of civil law and sharia economic law systematically.[20] Thus, this research method is considered appropriate to produce a comprehensive analysis of the legality and implications of the application of late fines in paylater-based digital financing transactions.

[16] Peter Mahmud Marzuki, *Legal Research*, Revised Edition (Jakarta: Kencana, 2021), 55.
[17] A. Salsabila, Yusida, Sandy Wijaya, "Legal Problems of Certification of Inheritance Without Inheritance Certificates in the Perspective of Islamic Law", Al-Ihkam: Journal of Family Law, Vol. 18. No. 1 June (2026) DOI: https://doi.org/10.20414/alihkam
[18] Johnny Ibrahim, *Theory and Methodology of Normative Legal Research* (Malang: Bayumedia Publishing, 2006), 300.
[19] Soerjono Soekanto and Sri Mamudji, *Normative Law Research: A Brief Review*, Ed. 1, Cet. 19 (Jakarta: Rajawali Press, 2019), 13.
[20] Lexy J. Moleong, *Qualitative Research Methodology*, Revised Edition (Bandung: PT Remaja Rosdakarya, 2018), 247.

Result and Discussion

Late Fines Using the *Paylatter Tiktok Feature* in the Civil Code

The use of *the tiktok paylater feature* offers many voucher discounts if you use *the tiktok paylater* payment feature, this makes users interested in using this feature. Before being able to use this feature, of course, there is a registration process that uses personal data and terms and conditions that must be complied with by *tiktok shop* users. According to Article 1313 of the Civil Code, a contract is an agreement made by two or more parties, who bind themselves to do something or not to do something.[21]

In the agreement used in *the tiktok paylater* application, seen from civil law, is an agreement made unilaterally where the user only agrees to the terms and conditions set by *tiktok paylater The* legal basis of this agreement is in article 1338: "*Declares that all valid agreements are valid as laws for those who make them*". This shows that a standard agreement, if agreed, has legal force.[22]

In the *tiktok paylater* feature, fines for late payment can be asked directly to *customer service,* the author asks how many fines are imposed when users make late payments, *customer service* replies the fine imposed from 1-25 days IDR.80,000 if only 1 day passes, the fine changes to IDR 160,000 this is one of the policies that must be followed by users *TikTok Paylater* if you want to use this feature.[23] In accordance with article 1244: Explains that in the event of a default, the creditor has the right to claim compensation which may include fines or other costs arising from late payment.

In addition to being charged interest, the *TikTok Paylater* feature can be subject to other sanctions in the form of account freezing if the consumer cannot pay bills on time, then it can no longer be used when shopping on the TikTok Shop feature, besides that also because the *paylater TikTok* service provider is PT Atome Finance Indonesia supervised by the Financial Services Authority (OJK). Therefore, it can cause *BI Checking* of consumers to be defective. *BI Checking* itself is a historical Individual Debtor Information (IDI) that records the smooth or stagnant payment of credit payments (collectibility). *BI Checking* used to be one of the credit history information services in the Debtor Information System (SID), where the customer's credit information was exchanged between banks and financial institutions.[24]

When viewed from the risks that can be imposed from civil law based on article 1243 jo article 1247 of the Civil Code.[25] This has been regulated in detail as the explanation of article 1243 of the Civil Code is:[26] "Reimbursement of costs, losses and interest due to non-fulfillment of an agreement, will only begin to be obliged, if the debtor, after being declared negligent in fulfilling his commitment, still defaults on it, or if something must be given or made within the grace period that has been exceeded by him".

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[21] Projodikoro, *Covenant Law,* (Bnadung: CV Mandar Maju, 2014), 27.
[22] Judiciary, *Civil Code (Civil Procedure Code) & Civil KUHA (Civil Procedure Code)*. (Jakarta: Visi Media, 2015), 380.
[23] Information cs *Tiktok paylater* on November 3, 2024 at 10:36 am.
[24] Definition of BI Checking, Scores, and How to View it https://www.cimbniaga.co.id/id/inspirasi/perencanaan/pengertian-bi-checking-skor-dan-cara-melihatnya accessed on November 11, 2024 at 15:09
[25] Article 1243 jo 1247 of the Civil Code
[26] Article 1247 of the Civil Code

The following explanation in article 1247 of the Civil Code is as follows: The debtor has an obligation to reimburse costs, losses and interest that have been, or have been, and must be estimated by him at the time of the engagement, unless there are things that he does not fulfill due to a deception committed by him. However, if an agreement has been agreed upon by the parties who make it, the agreement can be binding on the parties who make it as if it were a law. This is in accordance with article 1338 paragraph 1 of the Civil Code.[27]

In the Civil Code, there are legal principles that can be used as a benchmark to determine whether the substance of a clause in a standard contract is a clause that is unreasonably burdensome for other parties. Article 1337 and Article 1339 of the Civil Code can be used as one of the benchmarks in question. Article 1337 of the Civil Code states that a cause is prohibited if the cause is prohibited by law or contrary to morals or public order. This article can be interpreted that the content or clauses of an agreement must not be contrary to the law, morals and public order.[28]

TikTok PayLater is a modern implementation of the civil law concept of debts and receivables and buying and selling. In the legal context in Indonesia, especially in the Civil Code (Civil Code), this scheme can be associated with a debt-receivables agreement or a sale and purchase agreement with pending payment. Regarding interest and fines, according to Article 1765 of the Civil Code, *the TikTok PayLater* service provider can charge interest on debts if users pay late, provided that the interest has been agreed in the initial agreement.

From the perspective of the Indonesian Civil Code (*Burgerlijk Wetboek*), the legal validity of late payment penalties in the TikTok PayLater feature is primarily assessed through the principles of contract law, particularly those governing agreements, default (*wanprestasi*), and compensation for damages. Electronic PayLater transactions constitute legally binding agreements between the financing provider and the user, provided that they satisfy the essential requirements for a valid contract under Article 1320 of the Indonesian Civil Code, namely: mutual consent, legal capacity of the parties, a definite subject matter, and a lawful cause.

Once a valid agreement has been established, the principle of *pacta sunt servanda*, as embodied in Article 1338 of the Civil Code, provides that legally concluded agreements are binding upon the parties as law. Consequently, users who agree to the terms and conditions of TikTok PayLater, including provisions relating to late payment penalties, are generally bound by those contractual obligations. However, the principle of freedom of contract is not absolute; contractual clauses must not conflict with statutory law, public order, morality, or the principles of good faith.

Failure to repay outstanding obligations within the agreed period constitutes a breach of contract (*wanprestasi*). Under Articles 1238 and 1243 of the Civil Code, a debtor who fails to perform an obligation after being declared in default or after the due date has passed may be held liable for compensation. Such compensation may include actual losses, costs incurred, and lost profits resulting from the breach, provided that a causal relationship exists between the default and the creditor's loss.

From this perspective, late payment penalties may function as a contractual mechanism to encourage timely repayment and compensate for losses arising from delayed performance.

[27] Article 1338 paragraph 1 of the Civil Code
[28] Simanjuntak, *Civil Law in Indonesia,* (Jakarta: Kencana, 2016), 289.

Nevertheless, their enforceability depends on whether the amount of the penalty is reasonable, proportionate, and clearly stipulated in the agreement. Excessive or punitive penalty clauses that create a significant imbalance between the rights and obligations of the parties may be challenged under the principles of fairness, reasonableness, and good faith that underpin Indonesian contract law.

Furthermore, as TikTok PayLater operates through standardized electronic contracts, consumers generally have limited opportunity to negotiate contractual terms. Consequently, late payment clauses should also be evaluated in light of consumer protection principles, particularly regarding transparency, fairness, and the prohibition of unfair standard clauses. Financing providers must ensure that users receive clear and comprehensive information concerning the amount, calculation method, due date, and legal consequences of late payment before the contract is concluded.

Accordingly, the legality of late payment penalties in the TikTok PayLater feature under the Indonesian Civil Code depends not only on the parties' contractual consent but also on compliance with the fundamental principles of contract law, including validity of agreement, proportionality, good faith, legal certainty, and fairness. Where late payment penalties are transparently disclosed, reasonably calculated, and implemented in accordance with contractual and statutory requirements, they are generally enforceable under Indonesian civil law. Conversely, penalty clauses that are excessive, ambiguous, or disproportionately disadvantage consumers may be subject to judicial review and potentially declared unenforceable.

Late Fines Using Paylatter's Tiktok Feature in the Compilation of Sharia Economic Law

With *TikTok PayLater*, this shopping experience is easier and more flexible because it allows users to make product payments in installments or deferral payments, without having to pay in advance. This feature provides additional convenience for buyers, with payment options that can be adjusted according to their financial capabilities, In the *paylater* system provided by the *marketplace* application, it is certain to apply an additional deferral fee when consumers implement the installment system in *the paylater* service, for example implemented by *tiktok shop* on the payments that must be paid by consumers, then in this study we want to convey how to review the compilation of sharia economic laws (KHES) in payments using *TikTok Paylater*

Buying and selling on credit is a combination of two contracts, namely the sale and purchase contract *(al-bai')* and the receivables contract *(al-qardh),* which is an installment payment system. In essence, *qardhh* is an expression of love and *ta'awun* (help) for those in need. Because lending money is an act of *ma'ruf* that can resolve conflicts between people. Some even say that borrowing is better than giving or alms because a person does not borrow unless they really need it. Allah ṣays in Surah Al-Baqarah verse 245:

مَنْ ذَا الَّذِيْ يُقْرِضُ اللّٰهَ قَرْضًا حَسَنًا فَيُضٰعِفَهٗ لَهٗٓ اَضْعَافًا كَثِيْرَةً ۗوَاللّٰهُ يَقْبِضُ وَيَبْصُۜطُۖ وَاِلَيْهِ تُرْجَعُوْنَ

It means: *"Whoever wants to lend to Allah, a good loan (spend his wealth in the way of Allah), then Allah will multiply the payment to him by multiplying it by many times. And Allah narrows and spares (sustenance) and to Him you will be returned."*[29]

[29] *An-Nur (Translation of the Quran by Word)*. Al-Baqarah verse 245:

The contract used in this payment method is a *qardh contract* in article 20 paragraph 36 of the compilation of sharia economic law (KHES). *Qardh* is the provision of funds or bills between Islamic financial institutions and borrowers that require the borrower to make payments in cash or installments within a certain period of time.[30] The matters regulated regarding the general provisions of *qardhh* in Islamic banks in accordance with articles 606-610 of the Compilation of Sharia Economic Law, are as follows:[31]

1. Administration Fee is charged to the customer
2. LKS can request bail if needed
3. The Customer can provide additional (contributions) to the LKS voluntarily, as long as it is not agreed at the time of the transaction.
4. If the customer is unable to refund part/all of the bill within the agreed time and the LKS has confirmed its incapacity, the LKS can extend the refund period or delete part or all of the customer's bill.

If you look at its nature as explained above, *qardh* does not provide financial benefits, therefore *the qardh* contract is needed to help small businesses and for social purposes, it can be sourced from zakat, infaq or shodaqoh funds. However, in the *TikTok Paylater feature*, many are not in accordance with the provisions of *the qardh* contract because this transaction still contains riba because if the terms and conditions of the fine exceed the previously agreed time. The purpose *of the qardh* contract is to provide (tamlik) goods (in the form of mitsli and consumable property) with the social purpose to be returned to be paid for with similar goods at the agreed time.[32] There is a loss if the delay in *the payment of tiktok paylater* becomes 2x the specified payment.as explained earlier, the fine imposed on *the tiktok paylater* feature if it passes 1-25 days is IDR 80,000 and will be multiplied by two if it exceeds 25 days, of course this is not in accordance with the terms and conditions in the *qardhh* contract Article 610 which reads: If the customer is unable to refund part/all of the bill within the agreed time and the LKS has confirmed its incapacity, the LKS may extend the refund period or delete part or all of the customer's bill.

As for the things that must be considered when imposing sanctions regulated in article 39 of the compilation of sharia economic law (KHES), sanctions for payment of damages can be imposed if:

1. The party who breaks the promise after being declared a breach of promise, still breaks the promise;
2. Something which he must give or make, can only be given or made within the grace period which he has exceeded;
3. The party who broke the promise could not prove that the act of breaking the promise he committed was not under duress.[33]

Based on the fatwa stipulated by the National Sharia Council of the Indonesian Ulema Council number 117/DSN-MUI/II/2018 concerning information technology-based financing services in accordance with sharia principles, online loan services are legal and allowed if they are in accordance with sharia principles. The qarḍ contract is required to avoid the elements of

[30] Supreme Court, *Compilation of Sharia Economic Law,* (Jakarta: MMA), 14.
[31] PPHIMM, *Compilation of Sharia Economic Law*, (Depok: Kencana, 2017), 164.
[32] Sahroni and Karim, *Maqashid Islamic Business and Finance*, (Jakarta: PT Raja Grafindo Persada 2015), 132.
[33] PPHIMM, *Compilation of Sharia Economic Law*, (Depok: Kencana, 2017), 21.

garar, maisir, tadlis, ḍarar and usury. Based on the fatwa stipulated by the National Sharia Council of the Indonesian Ulema Council number 117/DSN-MUI/II/2018 concerning information technology-based financing services in accordance with sharia principles, online loan services are legal and allowed if they are in accordance with sharia principles. The qarḍ contract is required to avoid the elements of garar, maisir, tadlis, ḍarar and usury.

Additional installment costs if we use *the tiktok paylater* feature with different additional costs depending on the tenor chosen, such as if you choose a 1-month tenor, then the additional fee is 5.5% if you choose a 3-month tenor, an additional fee of 10.43% will be charged, and the additional fee will be greater if you choose a longer tenor. Then if the borrower (*muqrid*) pays past the maturity time, a fine will be imposed while it is mentioned in article 43 paragraph 1 of the compilation of sharia economic law (KHES): "*The obligation to bear losses caused by events beyond the fault of one of the parties in the unilateral agreement is borne by the borrower*." So if the consumer is unable to pay, the borrower should not force it, let alone add interest that will cost the consumer because it is a risk to the borrower. This is categorized as riba because regardless of whether both parties have agreed to the contract submitted by the borrower (*muqrid*) to the borrower (*muqtarid*), the mechanism of *this Paylater* feature benefits the paylater TikTok *and* burdens the users of *the TikTok Paylater* feature:[34]

The provision of fines for late payment in online buying and selling transactions through *the TikTok PayLater feature*, according to the Civil Code, is considered valid if it meets the elements of the validity of the agreement as stipulated in Article 1320 of the Civil Code and in accordance with Article 1765 of the Civil Code which regulates interest or penalties on debts and receivables. In this case, a fine is imposed as a consequence of default based on Article 1243 of the Civil Code. However, from the point of view of the Compilation of Sharia Economic Law (KHES), the imposition of the fine risks contradicting the principle of the prohibition of usury, interest including riba nasī'ah. Because loan interest includes excess or additional that is collected without reward, but solely due to the delay in the payment time. Because sharia law only allows the imposition of fines in the form of *ta'widh* (compensation) to cover real losses, not as punishments that generate additional profits. To bridge this difference, it can be proposed to adjust the *TikTok PayLater* mechanism to be in line with KHES, for example by using sharia contracts such as murabahah or ijarah, as well as implementing a proportional ta'widh system to cover losses without violating sharia principles.

There are several opinions that allow the imposition of this fine for reasons such as, among others, aimed at disciplining *Tiktok Paylater* users so that they are not late in the next payment. Meanwhile, the opinion that rejects the provision of fines in late payment of buying and selling using *Tiktok Paylater*, reasoned that fines can be categorized as riba nasi'ah or jahiliyah. Because, usury of ignorance is included in the category of usury of debts and receivables. The meaning of riba jahiliyah is a debt that is paid more than the principal, because the borrower is unable to pay his debt at a predetermined time. Muhammad Syafi'i Antonio argued that interest and usury are the same law, which is haram. Flowers are prohibited because they contain elements of persecution and oppression. Sahal Mahfudh argues the opposite where

[34] Ula Ahmad Nilnal Muna Chifdlil, et al . *Textbook of Fiqh Muamalah*, (Pekalongan: PT Nasya Expanding Management, 2023), 78.

according to him interest is something that is allowed in current economic activities and bank interest is not the same as riba. Because flowers do not contain elements of persecution and oppression.[35]

From the perspective of *fiqh al-muʿāmalāt* (Islamic commercial jurisprudence), late payment penalties imposed in TikTok PayLater transactions constitute a legal issue related to debt contracts (*qard*) and deferred-payment sale financing (*bayʿ bi al-taqsīṭ*). A fundamental principle of Islamic jurisprudence holds that any stipulated increase on a debt solely due to the passage of time constitutes *ribā al-nasīʾah* (usury arising from deferment), which is explicitly prohibited in the Qur'an (Qur'an 2:275–280) and the Sunnah of Prophet Muhammad (peace be upon him). Accordingly, if late payment penalties are calculated as additional charges that generate profit for the financing provider solely because of delayed repayment, such a mechanism potentially constitutes *ribā* and is therefore inconsistent with the principles of *fiqh al-muʿāmalāt*.

At the same time, *fiqh al-muʿāmalāt* distinguishes between debtors who genuinely experience financial hardship (*muʿsir*) and those who are financially capable but deliberately delay payment (*mumāṭil*). Islamic law grants relief to debtors facing genuine hardship, as stated in Qur'an 2:280, whereas the Prophet Muhammad (peace be upon him) declared that delaying payment by a financially capable debtor constitutes an act of injustice (*maṭl al-ghanī ẓulm*). Based on this distinction, the imposition of administrative sanctions on debtors who intentionally postpone repayment may be justified, provided that such sanctions do not become a means of deriving financial gain from debt obligations.

This perspective is consistent with DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 on Sanctions for Solvent Customers Who Deliberately Delay Payment. The fatwa permits Islamic financial institutions to impose sanctions on financially capable customers who intentionally default on their payment obligations. However, the proceeds from such sanctions may not be recognized as institutional income; instead, they must be allocated to charitable or social funds (*tabarruʿ*). Consequently, the primary objective of these sanctions is to serve as a disciplinary measure (*taʿzīr*) that promotes contractual compliance rather than generating commercial profit.

Furthermore, DSN-MUI Fatwa No. 129/DSN-MUI/VII/2019 on Actual Costs Arising from Breach of Contract (*al-Taklīfāt al-Fiʿliyyah al-Nāsyiʾah ʿan al-Ikhlāl bi al-ʿAqd*) allows Islamic financial institutions to recover actual losses incurred as a direct consequence of contractual default. Nevertheless, such compensation must be based on objectively verifiable and quantifiable losses and may not be calculated as a fixed percentage that increases over time according to the duration of the payment delay. Therefore, compensation for actual damages (*taʿwīḍ*) is fundamentally different from punitive late payment penalties.

If TikTok PayLater imposes late payment penalties calculated as a predetermined percentage and the resulting proceeds are treated as revenue for the financing company, such a practice may conflict with both the principles of *fiqh al-muʿāmalāt* and the DSN-MUI fatwas because it involves an increment on debt that economically benefits the creditor. Conversely, if sanctions are imposed exclusively on financially capable users who intentionally delay

[35] Mardiyah Ulfa, *Comparative Analysis of the Thoughts of Dr. K.H Ma Sahal Mahfudh and Muhammad Syafi'i Antonio on Bank Interest*. (Thesis: State Islamic Institute (Iain) Parepare 2021),4.

repayment, are proportionate in amount, and the collected funds are allocated to charitable purposes rather than corporate profit, the mechanism more closely reflects the concept of *taʿzīr* recognized in Islamic economic law.

Accordingly, the Shariah compliance of late payment penalties in the TikTok PayLater feature cannot be assessed solely on the basis of contractual consent in an electronic agreement. Rather, it depends on the legal substance of the contract, the underlying purpose of the sanction, the management of penalty funds, and their conformity with the principles of justice (*ʿadl*), public welfare (*maṣlaḥah*), and the prohibition of *ribā* as articulated in *fiqh al-muʿāmalāt* and the DSN-MUI fatwas. The greater the orientation of late payment penalties toward commercial profit, the greater the likelihood that the practice will be inconsistent with the objectives and principles of Islamic law.

Conclusion

Based on the results of the study, the provisions of late fines on *the TikTok PayLater* service have different legal consequences when viewed from the perspective of the Civil Code (Civil Code) and the Compilation of Sharia Economic Law (KHES). In the Civil Code, late payment is a form of default that gives rise to the right for creditors to demand the fulfillment of achievements, compensation, or fines as long as these provisions have been legally agreed upon and meet the conditions for the validity of the agreement as stipulated in Article 1320 and Article 1338 of the Civil Code. Thus, the imposition of fines on *TikTok PayLater* has a legal basis in the Indonesian civil law system. On the other hand, according to KHES, the imposition of fines in contracts that qualify as qardh cannot be used as an instrument to obtain additional benefits because it has the potential to contradict the principle of prohibition of usury. Fines can only be justified if they function as a form of ta'widh or a means of disciplining the debtor, with the result not being a profit for the creditor, but allocated in accordance with sharia principles. Therefore, this study confirms that there is a difference in legal construction between the Civil Code and KHES in viewing the legality of late fines on *TikTok PayLater*. These findings show the need to develop a fine management model for the *Buy Now Pay Later service* that not only provides legal certainty in the national legal system, but is also in line with the principles of justice and sharia compliance.

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