



## Sharia Law Perspectives on Misrepresentation in the Use of Paylater

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Submitted	:	2024-10-03	Accepted	:	2024-12-05
Revision	:	2024-11-17	Publish	:	2024-12-12

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**Abstract:** *There are indications of misuse of paylater transactions that can harm users. This research is a normative research that is analyzed qualitatively descriptively. Case approach based on sharia economic law. The finding that there is a payment bill is unclear. Studied in terms of sharia economic law, the practice of paylater is the same as debt and credit. The promotional paylater only shows the beautiful side, the impact if you can't pay will be detrimental to users. The application of paylater with the presence of elements of fraud is prohibited by Islamic law. The paylater method is prohibited because it contains an element of usury. On the other hand, there is an opinion that allows Paylater by considering it as aqad ijarah. The implementation of PayLater requires strict adherence to the principles, fairness, transparency, and mutual agreement. The aggrieved user may obtain legal protection: litigation or non-litigation. The consumer has the right to request compensation, compensation or reimbursement if the goods or services obtained are not in accordance with the information provided by the seller.*

**Keywords :** *Sharia Economic Law, Misrepresentation, Paylater*

### Introduction

Various new conveniences and innovations have emerged, such as e-commerce. This is one of the trade sectors, namely the marketing of goods and services that use electronics such as the internet. In the e-commerce feature, there are also paylater transactions. Through e-commerce to apply for purchases and loans is very easy and fast. The application of paylater is that consumers can buy the desired

product first, while payment can be made in installments and pay in full at the time of loan maturity.<sup>1</sup>

While online sales transactions have many advantages and benefits, keep in mind that there are also negative impacts that buyers should be aware of. Usually the potential weakens the buyer's position and provides an opportunity for dishonest sellers to commit fraudulent acts that can harm the buyer's rights and cause financial losses. There are several problems that occur in online buying and selling, including uncertain product quality, potential fraud from sellers, goods purchased not arriving or unknown to buyers or users, there is a difference between the goods received and those seen in the e-commerce advertisement images and there are defective goods.<sup>2</sup>

Online fraudulent content during August 2018-February 16, 2023 and the disadvantages from online fraud in Indonesia reached Rp 18.7 trillion during 2017-2021.<sup>3</sup> Regarding the victims of e-commerce fraud is increasingly rampant. In a report by the Indonesian Consumer Institute Foundation (YLKI) in 2022, there were four main problems identified. The first is to cover the non-conformity of goods by 20%. The second is a request regarding refunds by 32%. The third is the unilateral cancellation of orders by 8% and the last is the non-delivery of goods by 7%.<sup>4</sup>

Businesses often take advantage of consumers' incompetence with the intention of reaping as much profit from them as possible. Factors such as lack of consumer knowledge, unclear information related to goods or services provided by entrepreneurs, and consumer ignorance of the transaction process are the main causes of a weak position for consumers.<sup>5</sup> In the application of paylater, there are

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<sup>1</sup> Hasanah Jaya Asja et al., 'Pengaruh Manfaat, Kemudahan, Dan Pendapatan Terhadap Minat Menggunakan Paylater: Studi Kasus Masyarakat Di DKI Jakarta', *Jurnal Akuntansi, Keuangan, Dan Manajemen* 2, no. 4 (25 September 2021): 313, <https://doi.org/10.35912/jakman.v2i4.495>.

<sup>2</sup> Fatih Seida, 'Kekecewaan Terhadap Penanganan Kasus Pengembalian Barang Oleh Shopee Sudah 2 Bulan Belum Selesai Dan Berimbas Pada Pembayaran Shopeepaylater Saya', Desember 2022, [https://mediakonsumen.com/2022/12/28/surat-pembaca/kekecewaan-terhadap-penanganan-kasus-pengembalian-barang-oleh-shopee-sudah-2-bulan-belum-selesai-dan-berimbas-pada-pembayaran-shopeepaylater-saya#google\\_vignette](https://mediakonsumen.com/2022/12/28/surat-pembaca/kekecewaan-terhadap-penanganan-kasus-pengembalian-barang-oleh-shopee-sudah-2-bulan-belum-selesai-dan-berimbas-pada-pembayaran-shopeepaylater-saya#google_vignette).

<sup>3</sup> Septiani, L, "Kominfo Catatkan 1.730 Kasus Penipuan Online, Kerugian Ratusan Triliun", 2023, <https://katadata.co.id/desyetyowati/digital/63f8a599de801/kominfocatatkan-1730-kasus-penipuan-online-kerugian-ratusan-triliun>.

<sup>4</sup> Besari, N. P., "Korban Penipuan Ecommerce RI Makin Banyak, Cek Data Terbaru!", 2023, <https://www.cnbcindonesia.com/tech/20230302140853-37-418315/korbanpenipuan-ecommerce-ri-makin-banyak-cek-data-terbaru>.

<sup>5</sup> Gultom, *Cyber Law: Suatu Pengantar Perlindungan Konsumen Dalam Transaksi Perdagangan Melalui Electronic Commerce* (Bandung, 2012).

indications of misrepresentation that are found that users experience ignorance of information from paylater practices.<sup>6</sup> In addition, users also do not know about the existence of interest even though the claim from the paylater provider is without additional interest.<sup>7</sup>

Then there is a perception that in online buying and selling using the paylater method there is an additional nominal installment payment or it can be called interest and terms when due. This is contrary to the condition of online buying and selling in Islam as affirmed by the Qur'an in Q.S Al-Baqarah verse 127, and all scholars have reached a consensus (ijma') that saving and borrowing with the required additions is prohibited. There are indications of mislabeling of product and service names or it can be said to be fraud against paylater users disguised with the words "pay" and "later" (paylater), as well as in paylater promotions that are very attractive to consumers even though behind the attractive advertisements, the impact of ignorance and inability to pay bills will harm users and target customers. This study aims to examine through the study of sharia economic law, namely the existence of indications of misrepresentation regarding bill provisions that are not clear causing gharar in practice, regarding the name of marketing products or paylater features to consumers, and paylater advertisements that display the beauty to attract users and the impact of not being able to pay paylater bills.

## Literature Review

### 1. Sharia Economic Law

In Arabic, economics is called *al-muamalah al madiyah*, which is the rule of human relations and the relationship with their needs and desires. It is also called *al-iqtishad*, which is to regulate human life affairs as economically and accurately as possible. These terms represent the concept of sharia economics with various topics among Islamic finance experts.<sup>8</sup> Sharia economic law is a set of legal norms that regulate human actions or behaviors both actually and empirically in terms of

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<sup>6</sup> Suhandoyo and Abdurrahman, 'Dampak Keterlambatan Pembayaran Pengguna Shopee Paylater Dalam Akad Qardh', *JIEF : Journal of Islamic Economics and Finance* 3, no. 1 (4 May 2023): 65–73, <https://doi.org/10.28918/jief.v3i1.7093>.

<sup>7</sup> Ai Wati and Sri Hayati Ningsih, 'Analisis Hukum Ekonomi Syariah Dalam Transaksi Paylater Pada Aplikasi Shopee', *Jurnal Hukum Ekonomi Syariah (JHESY)* 2, no. 1 (19 August 2023): 10, <https://doi.org/10.37968/jhesy.v2i1.434>.

<sup>8</sup> Idri, *Hadis Ekonomi Dalam Perspektif Hadis Nabi* (Jakarta: kencana, 2015), 2.

production, distribution, and consumption that are based on Islamic law, and are sourced from the Quran and As-Sunnah as well as the Ijma' of the Ulama with the aim of achieving happiness in this world and the hereafter.<sup>9</sup>

## **2. Misrepresentation**

Misrepresentation is a statement about something as a fact that is not true, and the insured/insurer who declares, knowing that it is not true, with the intention of deceiving or the act of making a false or misleading, statement that is inconsistent with the facts. About something with the intention of deceiving is usually in the form of spoken or written words, also called false representation or concealment.<sup>10</sup>

## **3. Paylater**

PayLater is a payment method that provides cardless installments credit. PayLater is a payment method using bailout funds from a certain company, then the user pays the bill to the application company. The PayLater feature gives consumers the flexibility to get services and services that they pay for every month according to the selected time period.<sup>11</sup>

## **4. Gestalt**

In simple terms, gestalt psychology is a field of study related to perception, cognition, and emotions. Gestalt theory emphasizes understanding things as a whole, not as individual components. This theory seeks to explain how humans organize intelligible elements into recognizable patterns by forming relationships between these elements.<sup>12</sup> The Gestalt school believes that although psychological experience comes from the sensory element, it is different from the sensory experience itself.<sup>13</sup> The main view of Gestalt psychology is centered that what is perceived is a unity, a unity or a Gestalt.<sup>14</sup>

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<sup>9</sup> Farid Wajdi, *Hukum Ekonomi Islam* (Jakarta: Sinar Grafika, 2020).

<sup>10</sup> Mulhadi Mulhadi and Dedi Harianto, 'Misrepresentation Sebagai Fraud Dalam Perkara Kontrak Asuransi Yang Dilakukan Penanggung', *Arena Hukum* 15, no. 1 (28 April 2022): 4, <https://doi.org/10.21776/ub.arenahukum.2022.01501.4>.

<sup>11</sup> Wati and Ningsih, 'Analisis Hukum Ekonomi Syariah Dalam Transaksi Paylater Pada Aplikasi Shopee', 6.

<sup>12</sup> Jean Kaluza, 'Menggunakan Prinsip Gestalt Untuk Menciptakan Desain Yang Lebih Efektif', *Tim Redaksi Dovetail*, 31 January 2023, <https://dovetail.com/ux/gestalt-principles/>. Accessed October 30, 2024.

<sup>13</sup> A.Fatikhul Amin Abdullah, 'Aplikasi Teori Gestalt Dalam Mewujudkan Pembelajaran Bermakna (Meaningful Learning)', *Jurnal Edukasi* 2, no. 2 (Oktober 2016): 119.

<sup>14</sup> A. A.Fatikhul Amin Abdullah, 120.

## Method

This research is a normative research that is analyzed qualitatively, descriptively, and carefully. Qualitative research is descriptive information, the results of which do not come from statistical processes or other forms of calculation.<sup>15</sup> The research uses an Islamic law approach, namely sharia economic law. This research is also assisted or equipped with an analysis tool, namely the theory of gestalt psychology. The research data is secondary in the form of legal texts, books, journals, academic articles, reports, case studies, and regulatory documents. Data analysis is a combination of qualitative content analysis, thematic coding, and comparative analysis to extract key insights and patterns related to ethical and legal issues from Paylater Misrepresentation in the context of Sharia law. Objective: To analyze legal cases (if available) in which PayLater services have been challenged under Sharia economic law.

## Result and Discussion

### 1. Payments Unclear Calculation of Bill Nominal

Misrepresentation is found to be anecdotal information from unclear or underrepresented procedures or something as a false fact or concealment of information about transaction practices and inconsistencies in information and inconsistencies in payment bill practices. In addition, it is the result of a lack of understanding the essence of the product service of paylater itself for paylater users. Ambiguity and inconsistency in the description of the provisions for calculating the nominal payment bill for Paylater users, may cause misunderstandings and contain risks or on one side for Paylater users.

That there is interest without mentioning the amount of interest. Next are users who do not know about the existence of interest while they only know 0% interest on financing that is deferred next month, the additional interest is immediately added at the time of billing, even the users of the additional payment are not interest but transaction fees. While users only know 0% interest on financing that is deferred next month, the additional interest is immediately added at the time of billing.

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<sup>15</sup> Yoni Ardianto, 'Memahami Metode Penelitian Kualitatif.', 2019, <https://www.djkn.kemenkeu.go.id/artikel/baca/12773/Memahami-Metode-PenelitianKualitatif.html>. Accessed October 30, 2024.

Of the various applications that provide paylater methods that are spread, the most familiar use of the marketplace case is Shopee Paylater. Taking the case of paylater transactions in Ai Wati Sri Hayati Ningsih's research, namely the product purchased costs IDR 219,000 and then calculated on the payment details of the transaction amount of IDR 223,059 because of the addition of a service fee of IDR 1,000, a handling fee of IDR 3,059. then add an installment fee of IDR 6,580 which is indicated as installment interest. This confirms that even if consumers choose to buy now, pay next month, they will still be charged an installment fee even though Shopee's claim is interest-free. If consumers are late in paying each month, they will be fined 5% of the total bill. All bill nominal amounts have been calculated by Shopee when consumers check out their shopping and pay using Shopee Paylater.<sup>16</sup>

Ignorance of in-depth information of consumers or users in transactions of paylater payment details Legally positive, contrary to Law Number 8 of 1999 concerning Consumer Protection which contains elements of legal certainty and information disclosure as well as access to information.<sup>17</sup> Article 4 letter c of the Consumer Protection Law affirms that consumers have the right to receive accurate, transparent, and honest information about the services they obtain. based on Article 7 of the Consumer Protection Act letter b, which emphasizes the importance of providing precise, transparent, and truthful information regarding the status and guarantee of goods and services,<sup>18</sup> This is also contrary to the Electronic Information and Transaction Law (UU ITE) Article 9 on the Principle of Openness or the Principle of Transparency which requires business actors who offer products through electronic platforms to provide complete and accurate data regarding the terms of the contract, manufacturers, and products they provide.<sup>19</sup>

Then if you look at the DSN-MUI fatwa No: 116/DSNMUI/IX/2017 concerning sharia electronic money Terms and conditions aqad qard It is not applied in the practice of Paylater because in its implementation there are several things that are not in

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<sup>16</sup> Wati and Ningsih, 'ANALISIS HUKUM EKONOMI SYARIAH DALAM TRANSAKSI PAYLATER PADA APLIKASI SHOPEE', 10.

<sup>17</sup> Belly Riawan I Made Mahartayasa, 'PERLINDUNGAN KONSUMEN DALAM KEGIATAN TRANSAKSI JUAL BELI ONLINE DI INDONESIA', n.d., 4.

<sup>18</sup> Muhammad Johansyah Maulana, 'PERLINDUNGAN KONSUMEN DALAM E-COMMERCE TERKAIT KERUGIAN', 268.

<sup>19</sup> Muhammad Johansyah Maulana, 272–73.

accordance with and even contrary to Islamic law.<sup>20</sup> The lack of clarity of *aqad* in buying and selling using Paylater causes two versions of the *aqad* mechanism, the first for paylater financing before the payment date or maturity is ensured to be allowed because interest is not charged, the second for the maturity of paylater financing that is completed within one month has been charged interest so that if reviewed by sharia law, Transactions are prohibited. The lack of clarity of *aqad* in buying and selling using Paylater has led to two versions of the *aqad* mechanism, the first is for paylater financing before the payment date or maturity is certainly allowed because interest is not charged, the second is for the maturity of paylater financing that is completed within one month has been charged interest so that if reviewed by sharia law, the transaction is prohibited.<sup>21</sup>

## 2. Paylater is Exactly the Same As Debt and Credit

Debt or *al-dayn* (in Arabic) is something that is the responsibility of others. *Al-dayn* as in the Qur'an surah al-Baqarah verse 282:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ

It means: "O believers, if you (activity) exchange goods (which provide certain benefits) not in cash for a specified time, you should write it down".<sup>22</sup>

Debt and receivables (*al-qardl*) is giving something to a person with an agreement that he will pay the same value or form.<sup>23</sup> Credit is a transaction in the form of a loan, sale, or receivables that is paid in installments, not in cash.<sup>24</sup> Based on Article 1 (11) of Law No. 10 of 1998 which discusses Banking, what is meant by credit is "The provision of money or bills of money that are equivalent to it, based on an agreement or lending agreement between the bank and another party that obliges the borrower to

<sup>20</sup> Okta Eri Cahyadi, 'Pandangan Hukum Islam Terhadap Tunda Bayar (Paylater) Dalam Transaksi E-Commerce Pada Aplikasi Shopee' (Yogyakarta: Fakultas Ilmu Agama Islam Universitas Islam Indonesia, 2021).

<sup>21</sup> Dinda Ayu Lestari, 'Analisis Keberadaan Unsur Ribawi Pada Sistem Jual Beli Shopee Pay Later.' (banda aceh: Fakultas Syari'ah Dan Hukum Universitas Islam Negeri Ar-Raniry Banda Aceh, 2022), <https://repository.ar-raniry.ac.id/id/eprint/23586/1/Dinda%20Ayu%20Lestari,%20180102056,%20FSH,%20HES,%20085262679420.pdf>.

<sup>22</sup> 'Quran Terjemahan Kemenag' (Kemenag, 2019), surah al-Baqarah verse: 282.

<sup>23</sup> Malikul Hafiz Alamsyah, Fani Ramadhani, and Nur Azizah, 'Tinjauan Hutang Negara Dalam Perspektif Islam', *Journal of Islamic Economics and Finance Studies* 1, no. 1 (8 August 2020): 62, <https://doi.org/10.47700/jiefes.v1i1.1924>.

<sup>24</sup> Nahidloh, 'Sistem Kredit Dalam Ekonomi Islam Tinjauan Tafsir Ahkam', 2.

pay off its debt after a certain period of time by providing interest,<sup>25</sup> With the findings of the practice of paylater, if examined in the context of sharia economic law, The practice of the Buy Now Pay Later (Paylater) transaction method is essentially the same as debt and receivables, and similar to credit loans (*al-qardl*), which is a practice in two terminology that states that payments are not cash or cash. Paylater can be said to be a service that provides electronic money loans and helps consumers with installment methods without a credit card, or buying goods not in cash by paying in installments.

Likewise, at the level of gestalt consideration, the practice and naming of paylater is exactly and similar to debts and receivables and credits. In the principle of similarity gestalt theory states that when objects resemble each other in some way (such as color or shape), the brain will group them into patterns. A subject or person automatically searches for similarities and categorizes objects that have similar characteristics. It can be used to group elements together and arrange features in a design, so that in gestalt theory the patterns practiced in the paylater method automatically resemble debts and receivables and credits because there are the same elements and patterns in the mechanism of the paylater method.

### **3. Paylater Advertisements and Promotions That Showcase The Beauty and Desire To Buy**

The way marketplaces and e-commerce to attract consumers or Paylater users in their Promotions only shows the beautiful side of their ads such as flirtatious promos, videos and images, and viral and trendy contemporary goods and brands. It is as if someone will get whatever they want such as shopping, traveling and services etc which means that all of it is just a marketing strategy made to attract the attention of the user, even though the impact if they are unable to pay or bad credit will backfire and a loss for the user.<sup>26</sup> Behind the beauty and attractive appearance of advertising offers and paylater promotions are very different in practices that indicate the existence

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<sup>25</sup> Idgam Umarama, 'Pandangan Hukum Ekonomi Syariah Terhadap Metode Pembayaran Bayar Nanti (Paylater) Dalam Transaksi E-Commerce Pada Aplikasi Shoppe.' (Ambon: Prodi Hukum Ekonomi Syariah Fakultas Syariah Dan Ekonomi Islam, 2022).

<sup>26</sup> Kartika Vela Andita, 'Konsumtif Dan Penggunaan Shopee PayLater Pada Remaja, Bisa Menjadi Bumerang?', Oktober 2021, <https://kumparan.com/kartika-vela-andita/konsumtif-dan-penggunaan-shopee-paylater-pada-remaja-bisa-menjadi-bumerang-1wf7LahZ3mL/full>.



of gharar, as well as risks and impacts that can harm consumers and users so that there are many victims who are unable to pay and bad loans, especially many victims from Gen Z and millennials who experience bad loans and defaults.<sup>27</sup>

#### 4. *Aqad and Paylater Transactions: Review of Sharia Economic Law*

The Paylater feature on the marketplace was deliberately created by e-commerce parties and for its own benefit, taken from users' loans. The paylater method is not justified in sharia economic law because this feature attracts profits from loan users, this is usury even though there is no interest on payments before maturity. However, still, the paylater method in the law is said to be *riba* because it has set conditions that contain fines that will be imposed on users if they pass the billing date and generate profits from paylater users. Giving a loan is a transaction of kindness (*tabarru'*), while asking for compensation is a business transaction (*mu'awaddhah*). So transactions that were originally intended as good transactions should not be changed to business-motivated transactions.<sup>28</sup>

Regarding misrepresentation in terminology or terminology, namely about something as an untrue fact, and the insured/insurer who declares, knowing that it is not true, with the intention of deceiving or the act of making false or misleading statements, statements that are not in accordance with the facts. About something with the intent to deceive, falsehood, or concealment<sup>29</sup> and it is indicated to cause gharar, so Islam prohibits doing business in a deceptive way. A trader is obliged to be honest in doing business of buying and selling, honest in a broad sense, not lying, not deceiving, not making up facts.<sup>30</sup> The Qur'an and hadith regulate business behavior for the sake of business so as not to harm other parties, namely buyers or consumers. As stated in Surah an-Nisa verse 29: *"Do not eat each other's wealth in a false way, except in the way of business that arises from the willingness of yourselves among you"*, and the hadith of the Prophet Muhammad PBUH: *"Whoever deceives, then he*

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<sup>27</sup> Mentari Puspadini, 'Gen Z Dan Milenial Nggak Kredit Macet Paylater Rp 990 Miliar', 2 September 2024, <https://www.cnbcindonesia.com/market/20240902171422-17-568526/gen-z-dan-milenial-nggak-kredit-macet-paylater-rp-990-miliar>.

<sup>28</sup> Oni Sahroni Adiwarmanto Karim, *Riba, Gharar Dan Kaidah-Kaidah Ekonomi Syariah. Analisis Fikih & Ekonomi* (Depok: PT RajaGrafindo Persada, 2019).

<sup>29</sup> Mulhadi and Harianto, 'Misrepresentation Sebagai Fraud Dalam Perkara Kontrak Asuransi Yang Dilakukan Penanggung', 28 April 2022.

<sup>30</sup> Hajarudin Ahmad Usman, Muhammad Arsyam, and Muhammad Yusuf, 'ETIKA PERDAGANGAN DALAM ISLAM', 17 January 2021, 1, <https://doi.org/10.31219/osf.io/q6rbz>.

*does not belong to my group".* (HR. Bukhari).<sup>31</sup> Islamic business ethics urges business people to realize an ethical business image so that the business is worthy of being accepted by all parties who believe in ethics in business.<sup>32</sup>

Online buying and selling and paylater are also the subject of discussion and differences of opinion among scholars on transactions; purchases and sales and credits, because it is feared that this event has also occurred, namely the goods purchased did not arrive<sup>33</sup> and is not known in real terms by the buyer or user, and sometimes does not match what is displayed offered by e-commerce and there are goods found to be defective<sup>34</sup> It is also a problem whether those who order sensible goods or puberty, this is unknown and becomes a problem. Some scholars do not allow this transaction, but there are some scholars who allow it as long as the characteristics and images are known, but it is still emphasized to be *khiyar* and still prioritize prudence in believing and transacting.

If paylater is allowed, it is still prohibited because the paylater method contains elements of *riba*, namely additional fees and sets additional conditions when due. If the online business is not in accordance with the terms and conditions that have been explained by the *nash* and *sharia*, then the law is "*haram*" is not allowed.<sup>35</sup> On the other hand, there is an opinion that allows debts and receivables of transactions/Paylater to be carried out by considering them as *aqad ijarah*. According to Muhammad Syamsudin, based on the book *Al-Mughni* written by Ibn Qudamah, there are additional costs or debts because they use the application as an intermediary between e-commerce parties and Paylater consumers, so that the additional costs are not usury.<sup>36</sup>

Online business is just like offline business. Some are *halal*, some are *haram*, some are legal, some are illegal. The basic law of online business is the same as *aqad* buying and selling and *aqad as-salam*, this is allowed in Islam. The *haram* of online

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<sup>31</sup> Usman, Arsyam, and Yusuf, 5.

<sup>32</sup> Anindya, D. A, 'Anindya, D. A. Pengaruh Etika Bisnis Islam Terhadap Keuntungan Usaha.', *Jurnal Ekonomi Islam*, 2017.

<sup>33</sup> Mulyana Budiati, 'Barang Tidak Saya Terima, Tapi Tagihan Shopee SPayLater Tetap Berjalan', Agustus 2022, [https://mediakonsumen.com/2022/08/30/surat-pembaca/barang-tidak-saya-terima-tapi-tagihan-shopee-spaylater-tetap-berjalan#google\\_vignette](https://mediakonsumen.com/2022/08/30/surat-pembaca/barang-tidak-saya-terima-tapi-tagihan-shopee-spaylater-tetap-berjalan#google_vignette). Accessed October 30, 2024.

<sup>34</sup> Fatih Seida, 'Kekecewaan Terhadap Penanganan Kasus Pengembalian Barang Oleh Shopee Sudah 2 Bulan Belum Selesai Dan Berimbas Pada Pembayaran Shopeepaylater Saya'.

<sup>35</sup> Fitria, 'Bisnis Jual Beli Online (Online Shop) Dalam Hukum Islam Dan Hukum Negara', 60.

<sup>36</sup> Wati and Ningsih, 'Analisis Hukum Ekonomi Syariah Dalam Transaksi Paylater Pada Aplikasi Shopee'.

business is due to several reasons, namely the system is haram, the two goods/services that are the object of the transaction are prohibited goods. Third, because it violates the agreement or contains elements of fraud. Fourth and others that do not bring benefits but actually cause harm. So that in Islam doing business online is allowed as long as there are no elements of *riba*, tyranny, *menopoli* and fraud.

## 5. Implementation of Compliance in Paylater Transactions

Even if later the application of paylater transactions in online buying and selling is allowed in Islam, in addition to being based on Islamic ethical norms and rules in trade, requires and is supported by the principle of strict compliance as described in the ITE Law, Article 9 of the ITE Law The Principle of Openness or the Principle of Transparency requires business actors who offer products through electronic platforms to provide complete and accurate data related to the terms of the contract, manufacturers, as well as the products they provide. The Principle of Good Faith, as stipulated in Article 17 Paragraph (2) of the ITE Law, emphasizes that parties involved in electronic transactions, both in the public and private spheres, must be honest in interacting and/or exchanging electronic information and, or electronic documents during the transaction.<sup>37</sup> Humans need to be responsible for their actions because it is to fulfill unity and justice. This is in accordance with Islamic business ethics in the application of the Principle of Truth, in this principle it is in terms of honesty and virtue. Through this principle of truth, sharia business ethics prioritizes and stipulates the rejection of losses that may occur to one of the parties who carry out the purchase and sale transaction.<sup>38</sup>

The principle of Legal Certainty contained in Article 18 Paragraph (1) of the ITE Law is embodied in the form of an electronic contract binding the parties. The principle of consensuality, Article 20 of the ITE Law, electronic transactions basically take place when the transaction offer sent by the sender is received and approved by the recipient.<sup>39</sup> In principle, all parties involved in buying and selling transactions through

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<sup>37</sup> Muhammad Johansyah Maulana, 'PERLINDUNGAN KONSUMEN DALAM E-COMMERCE TERKAIT KERUGIAN', 272–73.

<sup>38</sup> Rianti Rianti, 'ANALISIS PENERAPAN PRINSIP ETIKA BISNIS ISLAM TERHADAP TRANSAKSI JUAL BELI PADA MARKETPLACE LAZADA', *Niqosiya: Journal of Economics and Business Research* 1, no. 1 (28 June 2021): 11, <https://doi.org/10.21154/niqosiya.v1i1.57>.

<sup>39</sup> Muhammad Johansyah Maulana, 'PERLINDUNGAN KONSUMEN DALAM E-COMMERCE TERKAIT KERUGIAN', 273.

online platforms have their own responsibilities and rights. An online seller or merchant is responsible for offering products honestly and providing accurate information to potential buyers. They have the right to obtain payment for the goods sold, as well as the right to protection from inappropriate actions taken by buyers during the electronic transaction process.<sup>40</sup> The principle of accountability does not only limit oneself to the stage of production of goods or services, but also includes business actors involved in advertising activities.<sup>41</sup> Article 19 paragraphs 1 and 2 in the Consumer Protection Law, business actors must bear the responsibility of providing compensation for all forms of damage, pollution, or losses that may arise as a result of the use of goods or services they produce or offer to consumers.<sup>42</sup> This is in accordance with the principle of responsibility in Islamic ethics, With the existence of a responsibility and ethical concept, it does not demand something that is impossible for humans to do. As in a matter of unlimited freedom.<sup>43</sup>

## **6. Efforts To Overcome Problems in The Use of Paylater**

It is important for consumers to understand the rights and obligations in the process in Article 4 of the Consumer Protection Law.<sup>44</sup> in accordance with Article 19 Paragraph (2), Consumers have the right to request compensation, compensation or reimbursement if the goods or services they obtain do not match the information provided by the seller. Article 45A paragraph 1 of the ITE Law also regulates provisions related to the protection of consumers who suffer losses in online buying and selling transactions, making it an important aspect in efforts to protect consumer rights.<sup>45</sup>

There are two ways consumers can obtain legal protection: litigation or non-litigation. Consumers or aggrieved parties can use litigation channels to obtain legal protection. Taking litigation steps to court, while non-litigation steps are that consumers

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<sup>40</sup> Makarim, E., *Kompilasi Hukum Telematika* (Jakarta: Gravindo Persada, 2008).

<sup>41</sup> Muhammad Johansyah Maulana, 'PERLINDUNGAN KONSUMEN DALAM E-COMMERCE TERKAIT KERUGIAN', 270.

<sup>42</sup> Muhammad Johansyah Maulana, 268.

<sup>43</sup> Aziz, A., *Etika Bisnis Prespektif Islam* (Bandung: Alfabeta, 2013), 46.

<sup>44</sup> Fitriani, N, 'Perlindungan Hukum Terhadap Konsumen Transaksi Jual Beli Online Dalam Hal Terjadinya Kerugian', *Nusantara: Jurnal Pendidikan, Seni, Sains Dan Sosial Humanioral* 1 (2023): 1–25.

<sup>45</sup> Rudy Mahardika, S. P G. D., 'Tanggung Jawab Pemilik Toko Online Dalam JualBeli Online (E-Commerce) Ditinjau Berdasarkan Hukum Perlindungan Konsumen', *Kertha Semaya: Journal Ilmu Hukum* 2 (2018), <http://surabaya.bisnis.com/read/2016101>.

have the ability to resolve their problems outside of court, namely through conciliation, mediation, negotiation, or arbitration mechanisms.<sup>46</sup>

## **Conclusion**

From the description, it can be concluded that there is an error in the presentation of unclear procedural information or inconsistency of facts in the calculation of the nominal bill which can cause gharar in practice and can harm consumers. If studied in terms of sharia economic law, the practice of the paylater transaction method is basically the same as debts and receivables, and is similar to credit (al-qardl). Islam prohibits business and trade, there is an element of fraud and gharar. Paylater in its promotions only shows its beautiful side. Even though the impact if you can't pay or bad credit will backfire and losses for users. Islam prohibits business and trade, there is an element of fraud and gharar. This has become a subject of debate and disagreement among scholars, that online transactions, namely debts and receivables, and online credit, as well as paylater, are prohibited because they contain elements of usury. On the other hand, there is an opinion that allows debt and receivables transactions to be carried out by considering them as aqad ijarah. The implementation of Paylater demands strict adherence to principles, fairness, transparency, and mutual agreement. Aggrieved users can obtain legal protection: litigation or non-litigation. Consumers have the right to request compensation, or reimbursement of costs if the goods or services obtained do not match the information provided by the seller.

## **Suggestion**

The lack of clarity of information related to goods or services provided by entrepreneurs, and consumers' ignorance of the transaction process are the main causes of a weak position for consumers. Therefore, in order to create a healthy trading environment for buyers in e-commerce transactions, efforts are needed to formulate new and comprehensive legal regulations that can regulate all their activities. It is very significant to build a legal basis that ensures a balance between the protection of consumer rights and the interests of business actors, the legal basis referred to in this context is the Consumer Protection Law and the legal rule in trade. Islam demands a

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<sup>46</sup> Sari Hakiki, A. A., Wijayanti, A., K. R., 'Perlindungan Hukum Bagi Pembeli Dalam Sengketa Jual Beli Online', *Justitia Jurnal Hukum* 1, no. 1 (2017).

balance between the rights of buyers and sellers. thus, in accordance with the understanding of the principle of balance of Islamic business ethics that balance on the economic plane, determines the best form of activities. To strengthen the legal basis, it can also include Article 28 paragraph (1) in the ITE Law. The ITE Law can at least serve as a guide and legal basis for the community in carrying out activities in cyberspace. The ITE Law is also related to several articles regulated in the Criminal Code which aim to facilitate the settlement of a case. When facing a default situation in online buying and selling transactions, consumers can take legal action by referring to Law No. 8 of 1999 concerning Consumer Protection, Law No. 11 of 2008, along with Law No. 19 of 2016 concerning Information and Electronic Transactions. Consumer protection is also enforced through the provision of responsibility to business actors involved in the transaction, with the support and active role of the government and national consumer protection agencies.

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