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Sharia Economic Law Analysis of Paylater Features in Online Marketplace Transactions

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Abstract

The advancement of digital technology has significantly transformed buying and selling systems, particularly through online marketplace platforms. One notable innovation is the *paylater* payment scheme, which allows consumers to defer payments after completing transactions. While this method offers practical convenience, it raises critical concerns from the perspective of Sharia economic law, especially regarding the elements of *riba* (interest), *gharar* (uncertainty), and transactional justice. This study aims to analyze the implementation of paylater features in the Hijabequlla marketplace by examining their compliance with Sharia economic principles. Using a qualitative descriptive method, data were collected through observation, interviews, and literature review. The findings reveal that although the paylater scheme facilitates online purchases, its current implementation shows potential violations of Sharia provisions—particularly those outlined in the DSN-MUI Fatwa No. 1 of 2004 concerning interest-based transactions. The novelty of this research lies in its contextual analysis of a contemporary marketplace platform using the framework of Islamic economic law, offering insights into the alignment—or misalignment—between digital consumer financing and Sharia norms. The study concludes that a reconstruction of the paylater system is needed to ensure compliance with Islamic legal standards, thereby promoting fair and ethical digital transactions.

Keywords: Marketplace; Paylater; DSN-MUI Fatwa; Digital Transactions; Sharia Economic Law

Abstrak

Kemajuan teknologi digital telah secara signifikan mengubah sistem jual beli, khususnya melalui platform marketplace daring. Salah satu inovasi yang menonjol adalah skema pembayaran paylater, yang memungkinkan konsumen untuk menunda pembayaran setelah transaksi selesai dilakukan. Meskipun metode ini menawarkan kemudahan secara praktis, terdapat kekhawatiran penting dari perspektif hukum ekonomi syariah, terutama terkait unsur riba (bunga), gharar (ketidakjelasan), dan keadilan transaksi. Penelitian ini bertujuan untuk menganalisis implementasi fitur paylater di marketplace Hijabequlla dengan meninjau kesesuaiannya terhadap prinsip-prinsip ekonomi syariah. Dengan menggunakan metode deskriptif kualitatif, data dikumpulkan melalui observasi, wawancara, dan studi pustaka. Temuan menunjukkan bahwa meskipun skema paylater mempermudah pembelian daring, implementasi saat ini berpotensi melanggar ketentuan syariah—khususnya sebagaimana diatur dalam Fatwa DSN-MUI No. 1 Tahun 2004 tentang transaksi berbasis bunga. Kebaruan dari penelitian ini terletak pada analisis kontekstual terhadap platform marketplace kontemporer dengan menggunakan kerangka hukum ekonomi Islam, yang memberikan wawasan mengenai kesesuaian—atau ketidaksesuaian—antara pembiayaan konsumen digital

dan norma-norma syariah. Penelitian ini menyimpulkan bahwa diperlukan rekonstruksi terhadap sistem paylater agar sesuai dengan standar hukum Islam, sehingga dapat mendorong transaksi digital yang adil dan etis.
Kata Kunci: *Marketplace; Paylater; Fatwa DSN-MUI; Transaksi Digital; Hukum Ekonomi Syariah*

Introduction

The rapid advancement of digital technology in the modern era has brought significant changes to commercial mechanisms (Acs et al., 2021). Trade is no longer solely oriented toward convenience but also prioritizes speed and efficiency, particularly through internet-based platforms (Wang et al., 2024). Online commerce has now become a common practice in society, where business actors offer their goods and services not only through offline channels but increasingly via digital marketplaces (M. Muhammad et al., 2013).

In Islamic tradition, commercial transactions such as buying and selling are classified under the domain of *muamalah*, which broadly refers to the divine laws governing human interactions in worldly affairs (Hasan, 2018; Iqbal & Mirakhor, 2011). More specifically, *muamalah* comprises the legal and ethical principles established by Allah to regulate interpersonal dealings, particularly in the acquisition and management of wealth (Herijanto, 2022; Muthoifin et al., 2024). While the mechanisms of trade and commerce have undergone significant transformation due to technological advancements—most notably through the rise of internet-based platforms—the foundational values of *muamalah* remain relevant. These enduring principles continue to offer guidance, provided they are interpreted dynamically through the evolving lens of Islamic jurisprudence (*fiqh*), ensuring that modern practices align with Shariah ideals.

As commercial practices continue to evolve in response to rapid technological innovation, the implementation of *muamalah* principles must also adapt accordingly (Lubis & Pradini, 2024). Islamic legal thought acknowledges that while the modes of transaction—such as the shift from physical markets to digital platforms—may change over time, the ethical foundations and legal requirements governing these transactions remain constant. Thus, contemporary sale and purchase activities conducted online must still adhere to the core values of transparency, fairness, and mutual consent as emphasized in Shariah law.

Traditionally, transactions relied on cash payments—physical money exchanged directly between buyer and seller (Hancock & Humphrey, 1997). This method remains prevalent in small-scale, conventional markets. However, technological progress has introduced *cashless* payment systems, enabling consumers to use digital tools such as debit cards or electronic wallets for greater convenience and security (Moon et al., 2022; Prastiwi & Fitria, 2021; Rui et al., 2023). These advancements have not only transformed consumer behavior but also influenced the efficiency and scalability of financial transactions across various sectors, including e-commerce and service industries.

Several previous studies have addressed issues related to digital transactions and Sharia economic principles. Research conducted by Qanitah An Nabila A'yun, Nafisah Maulidia Chusma, and colleagues highlights that the application of Islamic business ethics can greatly facilitate business transactions, especially in the current digital era. They note that consumers' increasingly complex needs are now being met by various popular e-commerce platforms in Indonesia, aiming to expand market reach and increase profits (A'yun et al., 2021). Meanwhile, a study by Emy Prastiwi and Tira Nur Fitria focuses on the practice of *istijar* or PayLater, which they argue is permissible in Sharia economic law under certain conditions, particularly when the price is agreed upon after the transaction is completed. They emphasize that although PayLater schemes offer convenience to consumers, there must also be awareness of the potential risks involved (Prastiwi & Fitria, 2021). However, neither of these studies specifically and comprehensively examines the practice of marketplace-based buying and selling using PayLater systems from the perspective of Sharia economic law. Therefore, this research is crucial in portraying the legal characteristics of such practices, so that consumers can better understand the terms and conditions of PayLater schemes before engaging in transactions, thus avoiding misunderstandings, errors, or losses in digital trading activities.

In addition to the studies mentioned, recent research has expanded on the integration of Sharia principles into digital transactions, particularly focusing on emerging technologies like e-wallets and online financing systems. For example, a study by Mohd Zulkifli Muhammad (2025) investigates the compliance of digital payment methods with Islamic finance principles, emphasizing the necessity of transparency, fairness, and avoidance of interest (riba) in digital platforms (M. Z. Muhammad et al., 2025). Similarly, research by Pauzi Muhammad (2024) examines how Sharia-compliant e-commerce platforms ensure ethical business practices by adhering to the principles of honesty and mutual consent in digital transactions (P. Muhammad et al., 2024). Moreover, a study by Shahariman (2024) highlights the importance of educating consumers about the risks associated with digital financial services, including the potential for exploitation or fraud if Sharia guidelines are not strictly followed (Shahariman et al., 2024). These studies reinforce the need for a comprehensive understanding of how Sharia law can be applied to contemporary digital transactions, particularly in the context of new payment systems like PayLater, which require careful scrutiny to ensure that they align with Islamic ethical and legal standards.

One of the most notable innovations in digital payment is the *PayLater* scheme, which allows consumers to acquire goods or services immediately and defer payments over a specific period. E-commerce platforms now offer various paylater options, allowing users to choose installment durations, repayment frequencies, and payment methods. However, these schemes often include administrative fees and additional charges that increase proportionally with the length of the repayment term. While shorter terms incur lower fees, longer repayment periods tend to result in higher cumulative charges.

These features raise important questions from the perspective of Sharia economic law, particularly regarding potential elements of *riba* (interest), *gharar* (uncertainty), and fairness in digital transactions. Therefore, this study aims to analyze (1) the implementation of marketplace-based transactions; (2) the mechanisms of PayLater payments in purchasing fashion products on the Hijabequlla platform; and (3) the compliance of such practices with Sharia economic principles. This research is essential in providing a legal and ethical framework for digital transactions, especially in guiding the development of Sharia-compliant e-commerce systems in the contemporary digital economy.

Methods

This study employs a field research design to observe and analyze the buying and selling practices conducted through the Hijabequlla marketplace, with a particular focus on the implementation of paylater payment schemes from the perspective of Sharia economic law. A qualitative approach was adopted to allow the researcher to gain an in-depth understanding of the phenomenon by engaging directly with the research setting.

This study adopts a normative-empirical approach, integrating field data with normative legal analysis to evaluate marketplace practices through the lens of Sharia economic law. According to Sugiyono (2019), the normative-empirical approach combines legal theory with practical data, allowing for a comprehensive analysis of how legal norms are applied in real-world contexts (Sugiyono, 2019). Data were collected from both primary sources—interviews with the owner, staff, resellers, and customers of Hijabequlla—and secondary sources, including relevant literature on paylater systems and Islamic legal principles. The methods employed included direct observation at the Hijabequlla store, semi-structured interviews, and documentation of supporting materials such as photos, field notes, and regulatory references. Data analysis followed a three-stage process: reduction, display, and conclusion drawing, conducted iteratively to ensure accurate and meaningful interpretation aligned with Islamic legal norms.

The Basic Concept of Buying and Selling in Islam

Etymologically, *al-bay'* (buying and selling) means mutual exchange (*al-mubādalah*). In general terms, buying and selling refer to the activity of exchanging goods or services for a certain agreed-upon compensation (Antonio, 2001). This transaction may involve exchanging goods for other goods or goods for money as a legitimate means of exchange. The Qur'an highlights the importance of trade in human life, as mentioned in Surah Al-Fāṭir, verse 29, which states that the believers hope for "a trade that will never perish." This verse legitimizes economic activities, including trade, as a part of the pursuit of livelihood that is pleasing to Allah (Departemen Agama RI, 2019).

Terminologically, according to Islamic law, buying and selling is defined as the exchange of property based on mutual consent between both parties, using a legally recognized medium of exchange (Panjaitan et al., 2024). The fundamental principle in this transaction is *an-tarāḍīn* (mutual consent), which ensures the validity and fairness of the contractual relationship in muamalah (economic dealings).

The legal foundation of buying and selling in Islam is based on three primary sources: the Qur'an, the Sunnah, and the consensus (*ijma'*) of scholars. In Surah Al-Baqarah verse 275, Allah affirms that trade is lawful while *riba* (usury) is forbidden (Departemen Agama RI, 2019). This verse serves as a crucial basis for distinguishing between transactions that are permitted under Islamic law and those that are prohibited, thereby affirming the legality of trade as a legitimate economic activity in Islam.

In *Sahih al-Bukhari* (No. 1930), it is narrated that when Abu Bakr al-Siddiq was appointed as caliph, he declared that his work to earn a living did not prevent him from fulfilling the needs of his family, even though he was also occupied with the affairs of the Muslim community. He thus emphasized that his family would benefit from the wealth he had earned through lawful means. This hadith illustrates that working—particularly through trade—is an honorable and spiritually rewarding means of livelihood, provided it is conducted honestly and responsibly (Al-Bukhari, 2009).

Furthermore, Muslim scholars throughout the generations have unanimously agreed (*ijma'*) on the permissibility of trade as a means of earning lawful sustenance (Sarwat, 2018). This consensus underscores that trade is not only allowed in Islam but also forms an integral part of the Islamic economic system, which upholds justice, mutual benefit, and divine blessings.

In Islamic law, every sale and purchase transaction must fulfill the essential elements known as *arkān* (pillars). These pillars are fundamental components that determine the validity of a contract. If any of these elements are not met, the sale is considered void or invalid according to the Sharia. The majority of scholars (*jumhūr al-'ulamā'*) agree that there are three main pillars in a sale transaction: first, the presence of the contracting parties, namely the seller and the buyer (*al-muta'āqidain*); second, the *ṣīghat* or the verbal exchange of offer (*ijab*) and acceptance (*qabul*), which signifies mutual agreement between both parties; and third, the existence of an object of sale—either goods or services—that is clearly defined and recognized as lawful under Islamic law.

In addition to the essential pillars, there are also several conditions (*shurūṭ*) that must be fulfilled for a sale contract to be valid and binding. Islamic jurists (*fuqahā'*) agree that certain requirements must be met by the parties involved in a sale transaction. These include being of sound mind, having reached the age of maturity (*baligh*), and that the contract is conducted between two distinct parties who act knowingly and without coercion. Furthermore, the statements of offer (*ijab*) and acceptance (*qabul*) must be clear, mutually corresponding, and carried out within the same session or sitting (*majlis*) (Ghazaly, 2016). The fulfillment of these conditions ensures that the transaction is conducted fairly, transparently, and without causing harm to either party.

Linguistically, the term *salam* means giving or advancing (*al-i'ṭā'* and *at-taslīf*), which implies the act of handing something over in advance. Terminologically, according to Islamic jurists, *bai' as-salam* refers to a sale contract in which the specifications of the goods are clearly stated, but the goods are deferred, while the payment is made in full at the time of the contract. The term "salaf" is commonly used in Iraq, while people of the Hijaz refer to it as "salam", generally understood as a contract for pre-ordering goods.

Bai' as-salam is a type of sale in which the buyer pays the full price in advance, and the seller agrees to deliver the specified goods at a later agreed-upon date. This contract includes clear agreement on the price, specifications, quantity, quality, place of delivery, and time of delivery. All these elements must be stipulated at the time of the contract to ensure its validity and enforceability (Syafei, 2019).

Buying and Selling Practices through Marketplaces

The advancement of the digital era has provided new opportunities and conveniences for business actors, particularly through the use of *marketplace* systems (Febriana et al., 2023; Leeflang et al., 2014). A marketplace is a type of digital platform that connects consumers, service providers, and intermediaries via the internet (Giaglis et al., 2002; Kölbel & Kunz, 2020). This business model offers high efficiency in transactions, product distribution, and market expansion.

One example of a business that actively utilizes marketplaces is Hijabequlla. Initially operating through traditional offline markets, the business has transitioned to online sales through various digital platforms such as Shopee, Lazada, Tokopedia, TikTok Shop, as well as social media channels like WhatsApp and Instagram. This shift reflects a significant adaptation to changing consumer behavior in the digital age.

For consumers, marketplaces greatly simplify the process of searching and comparing products (Angeloni & Rossi, 2021). Whereas in the past, buyers had to visit physical stores one by one, they can now access a wide range of product options and prices instantly through digital devices. Time efficiency, ease of access, and multiple payment methods are among the key advantages offered by marketplaces.

According to Hijabequlla staff, the purchasing process on a marketplace follows a systematic flow: customers select the desired product, proceed to checkout, choose product variations (if available), select a delivery method, use promotional offers such as free shipping or cashback, and then choose from various payment options—ranging from *Cash on Delivery*, bank transfer, debit/credit cards, cash payments via retail partners like Alfamart or Indomaret, to the *paylater* method (Dwijayanthi et al., 2024).

Thus, marketplace-based transactions not only reflect technological progress in the business sector but also highlight a shift in consumer behavior toward speed, convenience, and flexibility. Nevertheless, it is crucial to further examine the legal and ethical implications of this transactional model, especially within the framework of Sharia economic principles.

PayLater Payment Mechanism in Purchasing Hijabequlla Products via Marketplace

In the digital era, financial technology (fintech) has significantly facilitated public access to financial services, including online credit schemes (Omowole et al., 2024). One of the most prominent innovations is the *PayLater* system, which allows consumers to obtain goods or services upfront and defer payments in installments (Mathur, 2024; Song et al., 2025). Functionally similar to conventional credit cards, this financing scheme is provided digitally through e-commerce applications, eliminating the need for physical cards.

Shopee PayLater is one of the most widely used PayLater services in Indonesia, with a significant share of the market and widespread adoption among consumers (Ferdiani, 2023). This service is also commonly used by consumers purchasing fashion products from

Hijabequlla. Through this feature, users are granted a credit limit to make purchases on the Shopee platform, with installment options ranging from one-time payment to twelve monthly installments. The installment tenor must be selected during registration and cannot be changed afterward, with fixed due dates on the 5th, 11th, or 25th of each month (Shopee, 2025).

The main difference between Shopee PayLater and traditional credit systems lies in its ease of access and automated processes via the internet. However, the use of this feature involves additional costs, including interest charges, service fees, and late payment penalties, which vary depending on the chosen repayment period. These cost structures raise critical questions from the perspective of Sharia economic law, particularly regarding the potential elements of *riba* (usury), *gharar* (uncertainty), and the prohibition of combining multiple contracts within a single transaction.

In practice, many Hijabequlla customers opt for this payment method due to its convenience. However, most users are unaware of the legal implications of the contractual structures underlying such services. Therefore, it is necessary to conduct an in-depth examination of the contractual mechanisms employed in Shopee PayLater and assess their alignment with the principles of justice, transparency, and legal certainty as prescribed by Islamic commercial law.

Sharia Economic Law Perspective on Buy-and-Sell Transactions Using the PayLater System

In Islam, trade (*buying and selling*) is considered a fundamental component of *muamalah* and is highly encouraged (Syafei, 2019). The Prophet Muhammad (peace be upon him) emphasized that nine out of ten sources of sustenance come through trade. The basic principle governing trade in Islamic law is permissibility, as long as it avoids prohibited elements such as riba (interest), gharar (ambiguity), maisir (speculation), and dharar (harm). Abu Yusuf, in his seminal work al-Kharaj, outlines that transactions are deemed permissible as long as they adhere to the conditions of mutual consent and avoid exploitation (Yusuf, 1984). He specifically condemns transactions involving riba, gharar, and maisir due to their potential to cause injustice and harm to one of the parties involved. As long as the goods are lawful and the contract fulfills the pillars and conditions of a valid sale, the transaction is considered permissible. With the development of modern technology, trading systems have evolved—from traditional cash transactions to digital purchases using deferred payment methods like PayLater.

PayLater is a financial technology (fintech) innovation that provides convenience to consumers by enabling purchases with postponed or installment payments (Кутбі et al., 2024).

While this feature is inherently neutral and can offer practical benefits—particularly for users with urgent needs but limited liquidity—it must be assessed through the lens of Islamic legal contracts (*akad*) to ensure Sharia compliance.

One of the most widely used PayLater models is Shopee PayLater. This scheme provides users with a credit limit, allowing them to pay in installments of 1, 3, 6, or 12 months (Shopee, 2025). In Islamic legal terminology, installment-based sales are known as *bai' bi at-taqsith* (Al Ayubi & Fitriani, 2024). The majority of classical jurists—including those of the Shafi'i, Hanafi, Maliki, Hanbali, and Zaydi schools—allow credit-based sales, provided the contract is clear and free from *riba* or exploitation. Scholars like Ibn Taymiyyah, Ibn al-Qayyim, and Shaykh al-Uthaymeen also support the permissibility of deferred repayment terms in *qardh* (loans), as long as they do not involve any form of added benefit, which would constitute *riba*.

However, Shopee PayLater is not merely a straightforward credit sale. In practice, it involves two contracts simultaneously: a sale agreement and a loan arrangement. When a user opts for PayLater, they are not directly purchasing from the seller; rather, they are receiving a financial advance from a third-party provider who pays the seller on their behalf. The user is then obligated to repay the provider in installments, often with added service charges, interest, or late payment fees. These additional costs may constitute *riba* if they are not structured according to Sharia principles.

Fatwa No. 1/DSN-MUI/2004 clearly prohibits interest (*riba*) derived from loan-based transactions (MUI, 2004). Additionally, Fatwa No. 19/DSN-MUI/IV/2001 on *qardh* emphasizes that Islamic loans should not yield any profit for the lender except as a charitable act (DSN-MUI, 2001). Therefore, Shopee PayLater, as currently practiced, does not align with these principles due to the presence of interest-based earnings.

From a Sharia economic law perspective, the PayLater scheme—particularly as implemented in Shopee and used in Hijabequlla's transactions—presents several legal and ethical concerns: (1) the merging of two contracts within a single transaction (*tadayun* and *bai'*), (2) the presence of *riba* in the form of interest and penalties, and (3) the ambiguity of the contractual structure, which may lead to *gharar*. As such, this model is deemed inconsistent with the Islamic values of fairness, clarity, and freedom from exploitative gain.

Nevertheless, under Islamic commercial jurisprudence (*fiqh muamalah*), a PayLater system can potentially be made Sharia-compliant if it is restructured with the correct contractual framework. For example, if Shopee or its financial partner were to first purchase the goods from the merchant and then resell them to the consumer at a markup with a fixed deferred payment schedule, the transaction would fall under the category of *murabahah*—a legitimate sale contract in Islamic law—rather than an interest-bearing loan (*qardh*).

In this model, Shopee acts as the seller rather than a lender. The profit margin embedded in the sale price is considered *halal*, provided it is disclosed and agreed upon by both parties at the time of the contract. Thus, this type of transaction does not fall under the prohibition of *riba*, as the profit is derived from a lawful exchange of goods rather than a loan.

To ensure complete compliance, the system must incorporate transparent contracts, avoid combining incompatible agreements, and eliminate any stipulations that could unfairly burden either party. Adopting a *murabahah bil wakalah* (agency-based resale) or *qardh hasan* (benevolent loan without interest) structure would allow digital platforms to offer financial flexibility to users while remaining within the boundaries of Islamic law.

Ultimately, by reconstructing the PayLater model within Sharia-compliant frameworks, fintech platforms can integrate innovation with Islamic ethical values. This approach ensures that financial practices adhere to principles of fairness, transparency, and justice, while avoiding prohibited elements like riba (interest), gharar (uncertainty), and maisir (speculation). By aligning with these values, such platforms not only offer a viable alternative to conventional systems but also contribute to the development of a more just and equitable digital economy, ensuring broader financial inclusion and sustainable practices.

Conclusion

The advancement of financial technology has significantly influenced trading systems in the digital era, including the emergence of *PayLater* features offered by marketplace platforms such as Shopee. This feature provides convenience to consumers by allowing them to receive goods immediately and pay later through installments. However, from the perspective of Sharia economic law, every new transactional model must be carefully examined, particularly in terms of its contractual structure, transparency, and compliance with Islamic principles of justice and the prohibition of *riba*.

This study finds that the Shopee PayLater scheme—as applied within digital marketplace transactions, including by business actors such as Hijabequlla—raises several Sharia-related concerns. These include the combination of two contracts within a single transaction (multi-contract issues), the application of interest or additional charges potentially classified as *riba*, and the ambiguity of contract terms that may lead to *gharar*. Nevertheless, it is important to emphasize that merchants like Hijabequlla operate as users of an existing payment system provided by a third-party platform, and thus, the primary responsibility for ensuring Sharia compliance rests with the financial service provider rather than the seller.

Despite the current concerns, there remains potential for restructuring PayLater schemes in a Sharia-compliant manner. For example, if the financing party were to first purchase the goods from the merchant and subsequently resell them to the consumer on a deferred payment basis with a pre-agreed profit margin, the transaction would qualify as *murābaḥah* rather than an interest-based loan (*qardh*). Such a structure is permissible in Islamic law, provided it fulfills the pillars and conditions of a valid sale and is free from elements of *riba* and uncertainty.

This study is limited to the analysis of the Shopee PayLater scheme as applied in the Hijabequlla marketplace context, focusing primarily on observable contractual mechanisms. As such, the findings may not fully capture the variations of PayLater models used by other platforms, nor do they include a review of internal agreements between Shopee and its financial partners due to access constraints. Future research should expand to include comparative studies across different e-commerce platforms and payment models, particularly those designed with embedded Sharia principles. Involving fintech developers, Islamic legal scholars, and regulators would enrich the discourse and contribute to the development of ethical, transparent, and Sharia-compliant digital financing systems—supporting the broader goal of building a just and sustainable digital economy in alignment with the objectives of *maqāṣid al-sharī'ah*.

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