

## E-Commerce Transactions in the Digital Era: A Fiqh Muamalah Analysis of COD Payment Methods, Pay Later Schemes, and Coin Rewards

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### Abstract

Digital transformation in e-commerce has introduced payment models such as Cash on Delivery (COD), Pay Later schemes, and coin-based rewards. While offering convenience, these features raise legal concerns from the perspective of *fiqh muamalah*, particularly regarding *riba*, *gharar*, full ownership (*milik al-tamm*), and mutual consent (*ridha*). COD is considered permissible when the contract is clear and risk is fairly distributed. Pay Later schemes are valid only if structured as *bai' muajjal* without added late fees, as such charges are deemed *riba*. Coin rewards like Shopee Coins and GoPay Coins are acceptable when used as discounts, free from gambling elements and forced expiration. *Syariah compliance* in digital transactions depends on transparency, fairness, and user autonomy, aligning with the ethical objectives of *maqashid al-syariah*.

### Keywords:

*Fiqh Muamalah*, E-Commerce, Pay Later, Cash On Delivery, Coin Rewards

### Abstrak

Transformasi digital dalam *e-commerce* menghadirkan metode pembayaran baru seperti Cash on Delivery (COD), skema Pay Later, dan hadiah koin digital. Meskipun memudahkan transaksi, mekanisme ini menimbulkan persoalan hukum dalam perspektif fikih muamalah, khususnya terkait *riba*, *gharar*, kepemilikan sempurna (*milik al-tamm*), dan *ridha* antar pihak. COD dibolehkan selama ada kejelasan akad dan pembagian risiko yang adil. Skema Pay Later hanya sah jika berbentuk *bai' muajjal* tanpa tambahan biaya keterlambatan, karena hal tersebut termasuk *riba*. Hadiah koin seperti Shopee Coins dan GoPay Coins dapat diterima jika berfungsi sebagai potongan harga, tidak melibatkan unsur perjudian, dan tidak memiliki kedaluwarsa paksa. Kesesuaian transaksi digital dengan prinsip syariah ditentukan oleh kejelasan, keadilan, dan kebebasan pengguna dalam bertransaksi, sejalan dengan tujuan *maqashid al-syariah*. Fikih muamalah, *e-commerce*, Pay Later, Cash on Delivery, hadiah koin

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## INTRODUCTION

The rapid development of information and communication technologies has significantly transformed the global economic landscape, particularly in how transactions are conducted. E-commerce, defined as commercial transactions conducted electronically on the Internet, has emerged as a dominant force in the modern economy, reshaping traditional business models and consumer behavior. In this digital age, platforms such as *Shopee*, *Tokopedia*, *Bukalapak*, and *Lazada* are not just virtual marketplaces but integral parts of people's daily economic activities. These platforms facilitate seamless transactions through various payment methods

including Cash on Delivery (COD), Pay Later services, and reward-based systems like Shopee Coins or GoPay Coins.

These innovations have not only revolutionized buying and selling but also introduced novel contractual and financial mechanisms that raise essential questions in Islamic jurisprudence (*fiqh*). In classical *fiqh muamalah*, transactions are governed by well-defined principles aiming to ensure fairness, mutual consent, transparency, and the absence of elements such as *riba* (usury), *gharar* (ambiguity), and *dzulm* (oppression). As digital platforms evolve to incorporate incentive systems like cashback, coin rewards, deferred payment options, and hybrid payment structures, the Islamic scholarly community is increasingly called upon to assess the legitimacy of these new practices.

For instance, reward features such as Shopee Coins are typically presented as promotional incentives that can be redeemed for discounts on future purchases. Users collect these coins through various in-app activities including daily check-ins, participating in games, completing purchases, or giving product reviews (Lestari et al., 2019). Similarly, Pay Later schemes provide consumers with the option to defer payments, often accompanied by interest or service fees, invoking questions regarding the permissibility of such arrangements under Islamic finance. COD, while seemingly straightforward, also brings forth legal scrutiny in terms of risk-bearing and the nature of contract execution.

In many Southeast Asian nations, particularly Indonesia, where the majority population adheres to Islamic beliefs, the intersection of digital commercial practices with Islamic law demands critical analysis. As highlighted by Minuriha (2018), marketplaces like Shopee serve not only as commercial hubs but also as intermediaries (*simsar*) between buyers and sellers, resembling the concept of *wakalah* or *ju'alah* in Islamic transactions. However, the operations of these intermediaries often include contractual clauses and digital features that deviate from classical legal norms, necessitating contemporary *ijtihad* and contextual understanding of *maqashid al-syari'ah*.

The increasing reliance on non-cash transactions and digital wallets has likewise introduced forms of currency that challenge traditional understandings of '*mal*' (property) and '*qiwam*' (value). For example, digital coins like GoPay Coins or Shopee Coins are not physical or fiat currencies but digital vouchers with expiration dates and limited usability, raising questions about their classification under Islamic law; whether they are gifts (*hibah*), contractual bonuses (*ju'alah*), or conditional compensations.

The need for *fiqh* analysis becomes even more pressing given the staggering growth of the e-commerce sector. According to Statista (2023), Southeast Asia's e-commerce market is projected to exceed USD 180 billion by 2025, largely fueled by mobile-based platforms and alternative payment systems. Shopee, for instance, has reached record engagement metrics, becoming one of the most downloaded apps in the region, aided by its gamified shopping experience and reward systems (App Annie, cited in Lestari et al., 2019).

In light of this reality, this article seeks to explore three contemporary e-commerce payment practices (Cash on Delivery (COD), Pay Later schemes, and Coin Rewards) from the perspective of *fiqh muamalah*. Each of these practices introduces unique mechanisms and implications, particularly concerning the

validity of contract, the permissibility of payment delays, and the ethics of incentivized consumption. For example, although COD is often perceived as an ideal transaction model due to the synchronous exchange of goods and money, questions remain about liabilities in case of product rejection or damage. Similarly, while Pay Later options expand access to goods and services, they can also lead to excessive consumer debt, especially when accompanied by penalties or interest-like fees. These features must be examined against core Islamic principles such as '*laa dharara wa laa dhiraara*' (no harm and no reciprocation of harm) and the prohibition of *riba*.

Another central concern is the concept of user consent and clarity of terms in digital agreements. As Nurul Khotimah (2022) notes in her study of GoPay Coins in Tokopedia, the requirement for users to redeem coins within a fixed period and under specific conditions may conflict with the principle of *tamlik tam* (complete ownership) in Islamic law. From this angle, coin rewards cannot merely be classified as gifts; instead, their conditional and temporal nature necessitates an evaluation within the framework of fiqh rules regarding *ju'alah* or even *gharar*.

Moreover, consumer psychology and behavior in the digital market are heavily influenced by these financial instruments. The gamification of shopping through daily check-ins, bonus missions, and coin redemption mechanics may blur the line between permissible promotional activity and manipulative marketing. As emphasized by Afifatun Nisa (2019), while entertainment and engagement are permissible in Islam, they must not lead to neglect of religious duties or promotion of excessive consumerism.

Given the complex legal, ethical, and commercial dimensions of these practices, this study adopts a normative-qualitative approach based on content analysis of digital platform mechanisms and scholarly interpretations from classical and contemporary Islamic jurisprudence. Sources include scholarly articles, theses, and legal fatwas that critically assess the practices of major e-commerce platforms. The study's findings aim to bridge the gap between emerging commercial behaviors in the digital space and the foundational principles of Islamic economic law.

From an Islamic legal standpoint, the legitimacy of any financial or commercial transaction hinges upon the fulfillment of certain core conditions; most notably, the presence of mutual consent (*ridha*), clear contractual stipulations (*bayyin*), and the absence of prohibited elements such as *riba* (usury), *gharar* (uncertainty), and *maysir* (gambling). As outlined by Karim (2015), these elements serve as foundational principles that guide the ethics of Islamic finance and muamalah. In this regard, any transaction that lacks transparency, imposes unilateral conditions, or exploits the weaker party risks being invalidated under Islamic law.

This concern is especially relevant in the application of Pay Later systems found in modern e-commerce platforms. These systems typically allow consumers to delay payments by a specified period (e.g., 30 days or more), often with additional service fees or punitive charges upon late payment. While such arrangements may appear similar to the classical concept of *bai' muajjal* (deferred payment sale), they deviate significantly in practice. In *bai' muajjal*, the price is fixed at the time of the agreement and cannot be altered due to delay, whereas in

many Pay Later services, late payments lead to compounded costs; a characteristic resembling *riba jahiliyyah*, which is strictly forbidden (Mustofa, 2016).

Furthermore, digital coin-based reward systems such as Shopee Coins or GoPay Coins offer cashback-like incentives but often contain implicit terms that resemble conditional contracts (*'aqd mu'allaq*). For example, users must utilize the coins within a defined expiration window, or the value is forfeited. According to Khotimah (2022), this time-bound usability infringes upon the principle of complete ownership (*al-milk at-tam*) wherein users ought to have unencumbered rights over the rewards they earn. She argues that Islamic jurisprudence prohibits setting arbitrary expiration dates on items that are contractually earned or gifted unless such a condition is clearly stipulated and agreed upon without coercion.

The classification of coin rewards under Islamic law requires critical analysis. If viewed as a form of *hibah* (gift), then they should be entirely discretionary and free from post-gift limitations. However, if considered *ju'alah* (a reward for service), then transparency in conditions and mutual agreement become necessary components. As Tarmizi (2016) points out, if a party receives a reward as a result of fulfilling conditions set by the service provider (such as completing a purchase, daily app activity, or game participation) the contract falls into the domain of conditional compensation (*ju'alah*), which is permissible under Islamic law as long as the terms are clear, fair, and agreed upon.

Shopee's gamification strategies further complicate the picture. Through features like *Goyang Shopee*, *Shopee Tangkap*, and *Shopee Lucky Prize*, users are encouraged to engage in repetitive activities with the prospect of receiving rewards (Lestari et al., 2019). While these do not involve monetary gambling per se, the model does carry a resemblance to *maysir*, especially when outcomes are randomized and tied to behavioral incentives. Such mechanisms must be assessed under the *maqashid al-syari'ah* framework to determine whether they serve a legitimate purpose or merely exploit consumer psychology for commercial gain.

On the topic of Cash on Delivery (COD), the practice appears to align well with Islamic transaction norms at face value. The simultaneous exchange of goods and money fulfills the essential condition of *'taqaabudh'* (mutual exchange) required in many forms of sales contracts. However, complications arise when the buyer refuses the goods upon delivery or provides payment with delay or uncertainty. As noted by Minuriha (2018), Shopee and similar marketplaces implement a form of intermediary holding system (*Rekening Bersama* or escrow) to manage such risks. While the system protects the buyer's interest, questions about the status of the transaction prior to confirmation (especially in the context of a sale involving future goods or non-guaranteed acceptance) must be scrutinized under the lens of *salam* or *istisna'* contracts.

In *salam* contracts, the price is paid in advance for goods delivered later, while in *istisna'*, both goods and payment can be deferred under mutual agreement. COD, by contrast, often involves shipment before payment or simultaneous exchange at the point of delivery, resembling neither model perfectly. Scholars like Antonio (2001) and Suqiyah (2014) emphasize that transactions involving delivery risk, undefined acceptance, or post-delivery rejection can border on *gharar* (excessive uncertainty), which is expressly prohibited in classical jurisprudence.

To further complicate matters, certain Pay Later services collaborate with financial institutions or third-party fintech lenders. When these third parties apply interest-based models, the arrangement transforms into a debt-based contract that bears resemblance to *qardh ribawi* (usurious loan), thus falling into the category of prohibited financial practices. This introduces a problematic divergence from the *syariah* principle of *al-ghunmu bi al-ghurmi* (gain is accompanied by liability), as the consumer may assume liability (through penalties) without proportionate gain. Rosmita et al. (2022) caution that such setups must be dissected to distinguish permissible deferred sales from prohibited lending arrangements.

Even the user experience itself must be evaluated through the lens of *syariah* ethics. For instance, promotions involving limited-time discounts for coin redemptions or psychological nudging through pop-up reminders might pressure users into making impulsive decisions, thereby compromising the condition of *ikhtiyar* (free will). As emphasized by Zakaria (2017), the Prophet Muhammad (PBUH) prohibited sale practices that manipulate or mislead the buyer, and Islamic ethics demand that commercial transactions uphold full disclosure, clarity, and the absence of undue pressure.

Additionally, the issue of marketing strategies like “buy now, pay later” intersects with the concept of *istidraj* (delayed consequence), wherein people are gradually led into financial burden under the illusion of ease and affordability. Although not forbidden per se, such strategies must be carefully moderated to prevent societal harm, a key objective in *maqashid al-syariah*. Yusuf Qardhawi (2010) reminds us that Islam encourages ease (*taysir*) in muamalah but forbids exploitation, even when couched in attractive offers or modern innovations.

Finally, it is crucial to consider the legal role of the marketplace platform as either *wakil* (agent), *dhaamin* (guarantor), or third-party service provider. As discussed by Lestari et al. (2019), Shopee functions as an intermediary (*simsar*) who connects sellers and buyers while managing promotional incentives, escrow funds, and dispute resolutions. The classification of this role under Islamic law determines the legitimacy of platform-imposed conditions on buyers and sellers. If the platform is merely a *wakil*, it cannot impose unilateral terms without express consent. If it assumes the role of *dhaamin*, it bears liability and thus may impose certain safeguards. Understanding this distinction is critical in evaluating the permissibility of e-commerce structures in light of *fiqh muamalah*.

## **LITERATURE REVIEW**

The intersection of Islamic commercial jurisprudence (*fiqh muamalah*) and digital transaction models has gained increasing scholarly attention in recent years. As e-commerce continues to transform consumer behavior, Islamic legal scholars have sought to examine the permissibility and ethical implications of emerging payment practices such as Cash on Delivery (COD), Pay Later schemes, and coin-based digital rewards (Minuriha, 2018; Rosmita et al., 2022; Khotimah, 2022).

Cash on Delivery (COD) is often perceived as a relatively straightforward transaction model, yet it presents nuanced legal questions within Islamic jurisprudence. Studies highlight concerns related to *gharar* (uncertainty) and the lack of a clearly binding contract prior to delivery (Minuriha, 2018; Tarmizi, 2016). COD transactions may potentially conflict with the requirement of transparency

(bayan) and mutual consent (*ridha*) if contractual terms are not fully agreed upon before execution. However, when conducted with clarity and equitable risk distribution, COD is largely considered permissible in Islamic law (Syamsi & Aarsal, 2025; Karim, 2015).

Pay Later schemes, on the other hand, present more complex challenges. While classical Islamic finance permits deferred payments under the concept of *bai' muajjal*, this allowance is contingent upon fixed pricing and the absence of interest or penalties for late payments (Karim, 2015; Mustofa, 2012). Numerous studies have flagged contemporary Pay Later platforms for embedding hidden fees and coercive repayment structures, potentially amounting to *riba nasi'ah*, which is explicitly forbidden in the Qur'an (Al-Baqarah: 275) (Dahmayanti et al., 2021; Rosmita et al., 2022). Moreover, such systems may conflict with principles of user autonomy and full ownership (*milk al-tamm*) if repayment methods and penalties are not clearly disclosed and consented to (Khotimah, 2022).

Coin-based digital reward systems such as Shopee Coins and GoPay Coins have also been the subject of *fiqh* scrutiny. Lestari et al. (2019) and Rosmita et al. (2022) categorize these rewards within the framework of *ju'alah* (conditional reward contract) or *hibah* (gift), depending on their implementation. Key concerns arise when rewards are subject to expiration, automatic deduction, or limited usability, potentially infringing upon the legal principle of ownership and raising issues of unjust enrichment (Khotimah, 2022; Zakaria, 2017). In cases where coin rewards are tied to games of chance or gamified incentives, parallels to *maysir* (gambling) have also been drawn (Nisa, 2019).

The ethical implications of these mechanisms have also drawn attention. Afifatun Nisa (2019) discusses how gamified promotions and credit schemes may psychologically pressure consumers into impulsive buying, undermining the Islamic ideal of moderation (*wasathiyyah*) and voluntary choice (*ikhtiyar*). Scholars such as Qardhawi (2010) and institutions like DSN-MUI have emphasized the importance of ensuring transparency, fairness, and protection from exploitation in all forms of digital trade, echoing *maqashid al-syariah* objectives such as *hifdzu al-maal* (protection of wealth) and *adl* (justice).

Overall, contemporary literature underscores the necessity of contextual *ijtihad* in interpreting classical Islamic legal principles in light of modern digital transactions. The permissibility of COD, Pay Later, and coin reward systems ultimately hinges upon the extent to which they align with foundational *syariah* principles; free from *riba*, *gharar*, and exploitation, while upholding mutual consent, transparency, and fairness.

## **METHODS**

This study employs a qualitative-descriptive method with a normative-juridical approach based on Islamic commercial law (*fiqh muamalah*). The primary objective is to examine the legality and ethical dimensions of three digital transaction models in e-commerce; Cash on Delivery (COD), Pay Later schemes, and coin reward systems (e.g., Shopee Coins and GoPay Coins)-through the lens of Islamic jurisprudence. Data were collected through document analysis from classical sources (the Qur'an, Hadith, and books of *fiqh*) as well as contemporary academic publications, including journal articles, theses, and *fatwas*. In total,

approximately 20 scholarly works were reviewed, with selected citations used to support legal and conceptual arguments.

The analysis utilized a combination of inductive and deductive reasoning grounded in Islamic legal theory, specifically employing the tools of *qiyas* (analogy), *istinbath al-hukm* (legal derivation), and *qawa'id fiqhiyyah* (legal maxims). Key maxims such as “*al-ashlu fi al-mu'amalat al-ibahah*” (all transactions are permissible unless proven otherwise) and “*la dharara wa laa dhiraara*” (no harm shall be inflicted or reciprocated) were applied to evaluate the compliance of each transaction model. Furthermore, the research emphasizes the objectives of sharia (*maqashid al-syariah*), particularly in promoting justice, transparency, consent, and the protection of wealth. By aligning each practice with these foundational principles, the study seeks to provide a clear fiqh-based framework for understanding the permissibility of modern e-commerce mechanisms in the digital era.

## **RESULTS & DISCUSSION**

### **1. A Fiqh Muamalah Analysis of COD (Cash on Delivery) Payment Methods**

Cash on Delivery (COD) has become one of the most widely used payment methods in the e-commerce landscape of Indonesia and other Muslim-majority countries. COD appeals to consumer trust by allowing buyers to inspect goods before payment, which seems to align with the Islamic emphasis on transparency and mutual satisfaction (*ridha*). However, the application of COD raises some jurisprudential questions when evaluated through the lens of fiqh muamalah, particularly regarding the formation of *'aqd* (contract), *milik* (ownership), *gharar* (uncertainty), and intermediary trust.

From a *fiqh* standpoint, a sale contract (*bai'*) is considered valid when it satisfies three pillars: the contracting parties (*al-'aqidain*), the subject of transaction (*al-ma'qud 'alaih*), and the offer and acceptance (*ijab qabul*) (Mustofa, 2016). In COD transactions, although the item is physically transferred first and payment is made later, the contractual binding can be ambiguous if neither party confirms the sale conclusively before delivery. This introduces an element of *gharar*, or uncertainty, which is explicitly prohibited in Islam (Karim, 2015).

Moreover, *gharar* can occur when there is ambiguity in the delivery of goods, especially if the recipient rejects the item at the point of delivery without having entered into a clear prior agreement. According to Diyah Ayu Minuriha (2018), who conducted a legal analysis of Shopee's COD practices, the transaction becomes problematic if the buyer refuses the product upon arrival without any liability, while the seller bears the risk of return. This situation not only reflects asymmetric obligations but also raises concerns about unjust enrichment and the imbalance of liability (Minuriha, 2018).

The intermediary role of the e-commerce platform complicates the legal status of COD even further. In Shopee, for instance, the platform withholds the buyer's payment until the product is received and confirmed. This mirrors the concept of *wakalah bi al-ujrah*, a representative contract in which the platform acts as an agent holding funds in trust until all conditions of delivery and acceptance are

met. However, if the platform fails to mediate disputes fairly or misallocates payment, then the principle of *adl* (justice) is compromised (Tarmizi, 2016).

Shopee's use of a shared escrow account, known locally as *rekening bersama* (*RekBer*), attempts to safeguard this process. The escrow model aligns with the Islamic concept of *wadi'ah* (safe custody), in which a third party holds assets temporarily on behalf of others. However, this arrangement must fulfill conditions of full disclosure, no misuse of held funds, and a clear return policy to be considered sharia-compliant (Minuriha, 2018; Karim, 2015).

Despite these concerns, many Islamic scholars deem COD permissible when conducted with mutual consent and contractual clarity. This aligns with the Quranic directive: "*O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent*" (Qur'an, An-Nisa: 29). The operative condition here is *taraḍin*, mutual satisfaction, which must be preserved throughout the transaction. If the buyer agrees in advance to pay upon delivery and the seller consents to the risk, the sale is valid, provided no deception occurs (Lestari et al., 2019).

The principle of *al-ashlu fi al-mu'amalat al-ibahah* (that all transactions are permissible unless clearly prohibited) also supports the permissibility of COD, as long as core prohibitions like *gharar* and *riba* are avoided (Qardhawi, 2010). However, if the platform imposes hidden fees, forces insurance or imposes unilateral penalties for non-acceptance, then the contract may be deemed exploitative and thus void under Islamic law.

COD also raises questions about *milk al-tamm* (perfect ownership). If the buyer has not paid, yet holds the item in hand, do they legally own it? Jurists differ, but the prevailing opinion is that ownership (*milk*) is only fully transferred after both delivery and payment are completed. Therefore, if a buyer opens and uses the product before payment, this may constitute *ta'addi* (transgression), unless otherwise agreed (Mustofa, 2016; Tarmizi, 2016).

Furthermore, the Prophet Muhammad (peace be upon him) emphasized clarity and trust in all transactions. He said: "*The two parties in a transaction have the right (to annul it) as long as they have not separated*" (HR. Bukhari, Muslim). This hadith suggests that until payment is made and accepted, the transaction remains reversible, implying that COD must incorporate an agreed timeline and finality clause to avoid legal limbo.

In practice, COD is often seen as a solution for consumers in areas with limited banking access. Its practical utility aligns with the Islamic principle of *al-taysir* (facilitation) and *raf'u al-haraj* (removal of hardship), which encourage ease in trade, especially in cases of necessity. Hence, COD may be seen not only as permissible but even desirable in contexts where trust in digital banking is low or financial inclusion is limited (Zakaria, 2017).

In conclusion, a COD transaction can be *halal* if the following conditions are met:

- 1). There is clear offer and acceptance, documented digitally or otherwise.
- 2). Both parties are informed and consent to terms, especially regarding rejection and return.



- 3). The e-commerce platform plays a neutral and transparent role as an intermediary.
- 4). No excessive risk is borne by one party disproportionately. There is no deception, compulsion, or
- 5). hidden fee imposed upon either party.

When properly executed, COD aligns with the Islamic legal maxim: “*al-kharaj bi al-dhaman*” (entitlement to profit is tied to liability). The seller bears the liability until the buyer accepts the item and pays. Hence, the seller earns the price lawfully because they bore the risk until payment.

## **2. A Fiqh Muamalah Perspective on Pay Later Schemes: Deferred Payments, Interest, and Penalties**

As the digital economy evolves, Buy Now, Pay Later (BNPL) or Pay Later schemes have gained significant popularity in e-commerce platforms such as *Shopee*, *Tokopedia*, and *Traveloka*. These payment options offer consumers the ability to purchase products immediately and defer payment to a future date, often in monthly installments. While this mechanism promotes purchasing power and convenience, it raises serious legal and ethical questions within the framework of Islamic commercial law, particularly regarding the permissibility of credit-based transactions, the inclusion of interest (*riba*), and the imposition of late payment penalties.

In Islamic jurisprudence, the permissibility of deferred payment transactions is well-established under the concept of *bai' muajjal*; a credit sale in which the price is fixed and paid at a future date. According to Adiwarman Karim (2015), *bai' muajjal* is permissible as long as both parties agree on the final price from the outset and no additional charges are incurred due to the time delay (Karim, 2015). The problem arises, however, when digital Pay Later systems embed interest or hidden penalties, which may constitute prohibited *riba nasi'ah* (interest on deferred payment).

For instance, many BNPL services offered through fintech apps collaborate with third-party lenders, often licensed by conventional banking institutions. These institutions charge late fees or monthly service charges, which, in practice, often resemble interest. As Nurul Khotimah (2022) highlights in her legal analysis of GoPay Coins and their Pay Later features on *Tokopedia*, the application introduces clauses that potentially pressure users into fixed repayment schedules and penalize delays, which contradict the principle of mutual satisfaction and consent (*ridha*) (Khotimah, 2022).

Moreover, Khotimah identifies a critical issue regarding user autonomy: users are sometimes required to accept full automatic deductions from their GoPay Coin balances without discretion on how much to use. This condition undermines *milk at-tamm* (complete ownership), a principle that gives full authority to the owner over how their property is spent. If a digital platform restricts the consumer's ability to decide how much of their reward (coin balance) can be used, it violates this concept (Khotimah, 2022).

The structure of these schemes may also conflict with the Islamic legal maxim “*la dharara wa laa dhiraara*” (no harm and no reciprocating harm). By imposing penalties or forcing users to repay under specific terms without sufficient clarity or negotiation, the platform introduces *dharar* (harm) and possibly *gharar* (uncertainty) into the contract. Transparency and risk distribution are essential in Islamic contracts, and any ambiguity in terms of charges, interest, or automatic deductions could invalidate the contract.

From a *fiqh muamalah* standpoint, several scholars allow *bai' muajjal* on the condition that:

- 1). The selling price is fixed in advance.
- 2). No extra fee is imposed due to the delay.
- 3). There are no exploitative clauses that transfer disproportionate risk to one party.

Unfortunately, many Pay Later schemes today violate at least one of these conditions. As noted by Umi Hani et al. (2020), digital cashback systems and Pay Later features often operate with vague terms that can mislead consumers into accepting terms they do not fully understand, particularly regarding penalties and time limits (Hani et al., 2020).

In another study, Rosmita et al. (2022) argue that while cashback and reward mechanisms may be structured under the contract of *ju'alah* (an Islamic contract where compensation is given for a task or goal), the same cannot be said for interest-based repayment. Any increase in the amount owed due to time delay is considered *riba nasi'ah* and is unequivocally prohibited (Rosmita et al., 2022). Therefore, if a Pay Later system adds financial charges over time, even under the label of “*admin fee*,” “*service fee*,” or “*platform fee*,” it likely falls under *riba* unless it reflects a legitimate cost with full transparency and consent.

A fundamental reference for this ruling is the Qur'anic verse:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ رَجَعِ إِلَى اللَّهِ فَمِنْ رَّبِّهِ فَأَنْتَهُى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَٰئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ.

“Those who consume usury (*riba*) will not stand (on the Day of Judgment) except like the standing of one touched by Satan into madness. That is because they say, ‘Trade is just like usury.’” But Allah has permitted trade and forbidden usury. So whoever has received an admonition from his Lord and desists may keep what was previously taken, and his case rests with Allah. But whoever returns [to usury]; those are the companions of the Fire; they will abide therein eternally.” (Qur’an, Al-Baqarah 2:275)

This verse draws a clear line between legitimate trade and usurious practices. The Prophet Muhammad (peace be upon him) also strongly condemned *riba*, stating: “Allah has cursed the one who consumes *riba*, the one who gives it, the one who records it, and the two witnesses to it.” (HR. Muslim).

Despite these concerns, not all Pay Later systems are impermissible. If structured properly under *bai' muajjal*, with fixed and agreed-upon pricing, and with no additional penalty or interest for delay, then the arrangement can be

considered valid. The key lies in transparency, mutual agreement, and absence of coercion. The seller or platform must not hide any fees or punishments that are only revealed after the contract is accepted. Otherwise, the contract could fall under *gharar* or even *taghrir* (deceptive manipulation).

According to Islamic economic theory, permissible credit must fulfill the *maqashid al-syari'ah* (objectives of Islamic law), especially *hifdzu al-mal* (protection of wealth) and *adl* (justice). Any credit that leads to debt traps, exploitation, or socio-economic harm to consumers, especially the poor, would contradict these objectives.

Afifatun Nisa (2019) also addresses the gamification and psychological triggers embedded in e-commerce platforms that offer credit schemes. Users are subtly encouraged to “*buy now, pay later*” without considering the long-term financial impact, which may lead to compulsive consumption. This clashes with Islamic ethics that promote moderation (*wasathiyyah*) and prudence (*ta'annii*) in spending (Nisa, 2019).

Further jurisprudential concerns arise when penalties are added for late repayment. In classical Islamic law, late fees are not permissible because they represent an unjustified increase in debt. However, some contemporary scholars, such as those affiliated with the AAOIFI (*Accounting and Auditing Organization for Islamic Financial Institutions*), allow for structured late payment penalties only if they are donated to charity, not kept by the lender. Still, this requires strict monitoring and a clear separation between punitive and revenue-generating motives (AAOIFI, 2020).

In the Indonesian context, the National Syari'ah Council (DSN-MUI) has issued fatwas that permit *bai' muajjal* and even certain credit card arrangements, provided there is no interest (*riba*) and that all fees are clearly stated. DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 allows deferred payments, as long as they are based on agreed-upon terms and exclude elements of *riba* or *gharar*. This position reflects an adaptive and contextualized interpretation of syari'ah, aimed at accommodating the realities of a modern digital economy without compromising core ethical values.

In conclusion, Pay Later schemes in e-commerce are not inherently haram but require rigorous scrutiny. For a Pay Later system to be sharia-compliant, it must fulfill the following conditions:

- 1). The total price must be fixed and agreed upon in advance.
- 2). No interest or financial penalties are applied for late payments.
- 3). The user must retain autonomy over how rewards or balances (e.g., GoPay Coins) are used.
- 4). There must be no deception or hidden contractual terms.
- 5). Any late fees, if imposed, must be non-profit (e.g., given to charity) and not retained by the platform.

Properly structured, these schemes can provide ease (*taysir*) and flexibility (*takhfif*) to consumers while remaining within the bounds of Islamic ethics.

However, without transparency, fairness, and a clear understanding of ownership rights, they risk falling into the prohibited domains of *riba*, *gharar*, and unjust enrichment.

### **3. Islamic Legal Analysis of Coin-Based Rewards: Shopee Coins, GoPay Coins, and Their Conversion Value**

Coin-based digital rewards (such as Shopee Coins, GoPay Coins, and other e-commerce point systems) have become a common feature in digital marketplaces. These systems are designed to incentivize consumer loyalty and stimulate repeat purchases by offering cashback in the form of “coins” that can be partially used to discount future purchases. While these features may seem harmless or promotional, their structure and application must be scrutinized through the lens of *fiqh muamalah* to determine their permissibility in Islamic law.

In essence, coin rewards resemble discount vouchers. According to Lestari et al. (2019), Shopee Coins function as a form of cashback that the user accumulates after making a purchase or completing certain activities (e.g., games, referrals, daily check-ins). These coins can then be used to offset part of the price of future transactions. Lestari and her team concluded that Shopee Coins are permissible so long as the discount mechanism is transparent and does not create compulsion or deception (Lestari et al., 2019).

From a *fiqh* perspective, this kind of arrangement can be analyzed through the framework of *ju'alah* (a unilateral contract of reward) or as a conditional *hibah* (gift). In *ju'alah*, one party promises compensation upon the fulfillment of a task; such as making a purchase or participating in a platform activity. This is generally accepted in Islamic commercial law, provided that the task is lawful and the terms are clear. As Rosmita et al. (2022) explain, the use of coin rewards in e-commerce can be categorized under *ju'alah* if the reward is given for the completion of a user action and does not involve speculative risk or loss to either party (Rosmita et al., 2022).

However, challenges arise when the ownership rights over the coins are restricted. For instance, GoPay Coins and Shopee Coins often come with limitations:

- 1). They can only be used within a specific period.
- 2). They cannot be converted into cash.
- 3). They can only be used on selected merchants or products.
- 4). They may be deducted automatically without full consumer control.

These restrictions raise concerns regarding *milkiyyat al-tamm* (full ownership). According to Nurul Khotimah (2022), if a consumer is not given the right to fully utilize, convert, or even preserve their digital coins beyond a set expiration, then the platform has violated the principle of true ownership. In Islamic law, once property (*maal*) is transferred, the recipient must have unconditional control over its use, unless otherwise agreed. Imposing unilateral limitations or forcibly deducting the balance without consent may render the reward structure ethically and legally questionable (Khotimah, 2022).

Another concern relates to the possibility of *gharar* (uncertainty). If users are unclear about how, when, and where coins can be used, the contract becomes ambiguous. This is especially problematic when promotional campaigns promise coins but provide vague or shifting conditions on their redemption. As noted by Umi Hani et al. (2020), such mechanisms can create misunderstanding, leading users to overestimate the value of their digital assets, which undermines transparency and violates the shariah principle of clarity in contracts (*bayan*) (Hani et al., 2020).

Additionally, these platforms often gamify the coin collection process-via games like “*Goyang Shopee*,” “*Tebak Juara*,” or spin-to-win mechanisms. While this may appear harmless, it may resemble elements of *maysir* (gambling) if users are required to engage in chance-based activities with uncertain outcomes in order to earn a reward. According to Afifatun Nisa (2019), such activities are only permissible if they do not involve payment or risk, and the outcome is not tied to speculative chance but is guaranteed upon participation. If the gamification involves uncertainty or induces addictive behavior, then it may mirror the prohibited structure of *qimar* (betting) (Nisa, 2019).

Some digital platforms also offer incentives for referring others, in exchange for coins or credits. If structured transparently and without compulsion, such referral programs are often considered *ju’alah* or *hibah*, and thus permissible. However, the issue becomes complicated when users are incentivized to refer others primarily for monetary benefit, or when such schemes resemble pyramid models or multilevel marketing systems. These can conflict with the Islamic prohibition against exploiting others for unjust gain (*aklu al-mal bi al-baathil*) (Mustofa, 2016).

The issue of expiration is particularly controversial. Many platforms implement coin expiry within 3 or 6 months. This effectively allows platforms to reclaim unused coins, which contradicts the idea of permanent ownership. Islamic law prohibits any clause that unjustly confiscates user property. As explained by Zakaria (2017), the expiration of assets without user consent or compensation violates the principle of *laa dharara wa laa dhiraara*, as it causes harm by removing value without just cause (Zakaria, 2017).

Moreover, if platforms benefit financially from unused coins (e.g., they profit from breakage or account balances that expire), then this may constitute unjust enrichment, which is impermissible in Islamic finance. It is similar to the concept of *riba al-jahiliyyah*, where time-based value loss benefits the creditor without compensation or agreement.

The conversion of coins into cash is another critical concern. Most platforms restrict this possibility, although users may seek third-party buyers or alternative services to convert coins into e-wallet balances. If such practices occur, the platform essentially treats coins as a form of money or currency, yet without allowing proper exchange or transparency. According to classical scholars, any item that functions as a medium of exchange must comply with the rulings of *sarf* (currency exchange), which includes the requirement of immediate exchange (*taqaabudh*) and equal value (*tamaatsul*) if the same currency is involved (Karim, 2015).

When platforms allow users to combine coins with other payment methods (e.g., partial discount), it is generally permissible, provided the value is clear and no deception occurs. For example, if 1,000 Shopee Coins equal Rp 10,000 and this

is stated explicitly, then it resembles a fixed discount. The reward remains *halal* as long as it is granted freely and not earned through unlawful means. As noted by Tarmizi (2016), discounts offered by sellers (whether through coins or direct markdowns) are valid as long as they are not tied to *riba*, gambling, or coercion (Tarmizi, 2016).

Contemporary scholars generally agree that coin-based systems are permissible under certain conditions. According to Fatwa DSN-MUI No. 112/DSN-MUI/IX/2017 on E-Commerce, loyalty points and reward mechanisms are allowed as long as they do not:

- 1). Contain *gharar* or *maysir*
- 2). Involve *riba* or unlawful benefit
- 3). Create unfair enrichment or harm
- 4). Violate the concept of user ownership

Thus, coin systems like Shopee Coins or GoPay Coins can be considered *halal* if they:

- 1). Are clearly structured and explained
- 2). Do not expire arbitrarily
- 3). Are not imposed upon the consumer
- 4). Do not involve games of chance
- 5). Do not function as pseudo-currency without compliance with sarf regulations

In short, coin rewards must be analyzed based on their actual function and consumer experience. If they merely serve as structured discounts or bonuses, with clear rules and limited risk, they align with Islamic principles of trade and fairness. However, if they are used deceptively, manipulated to expire, or designed to extract hidden value from users, they become ethically and legally problematic.

## CONCLUSION

The transformation of commercial activity through digital platforms has significantly impacted the way Muslims engage in buying and selling. E-commerce innovations such as Cash on Delivery (COD), Pay Later systems, and coin-based reward mechanisms have introduced new conveniences as well as legal complexities that require critical evaluation from the perspective of Islamic commercial jurisprudence (*fiqh muamalah*). This study concludes that Cash on Delivery (COD) is generally permissible (*halal*) under Islamic law, provided that the essential elements of a valid contract (clear offer and acceptance, mutual consent, and transparency) are present. While COD introduces temporary uncertainty in ownership transfer and risk allocation, such concerns can be mitigated by digital documentation and platform-mediated agreements that uphold fairness (*'adl*) and clarity (*bayan*). COD is especially favorable in areas with limited access to banking services, aligning with the Islamic legal maxim "*al-masyaqqah tajlib al-taysir*" (hardship brings facilitation). The Pay Later scheme, in contrast, is more nuanced. If structured as *bai' muajjal* with a fixed price agreed upon at the time of contract and no additional charges imposed for delayed payments, then it is *syariah-compliant*. However, when interest, late penalties, or unclear clauses are introduced (whether labeled as admin fees or platform costs) the scheme risks violating prohibitions against *riba*, *gharar*, and unjust enrichment. Transparency, autonomy, and full contractual disclosure are essential for maintaining its permissibility. The study also emphasizes the need for consumer protection in preventing exploitation through coercive credit mechanisms.

Regarding coin-based rewards such as Shopee Coins and GoPay Coins, these systems are conditionally permissible when they function as clear, voluntary, and non-deceptive discounts or bonuses. If coins are earned through legitimate activity (e.g., purchase, referral, or tasks) and the consumer retains full authority over their use (without forced expiration, gambling elements, or conversion into ambiguous financial obligations) then they fall within the acceptable framework of *ju'alah* or *hibah*. However, automatic deductions, vague terms, and expiration of unused coins without compensation may conflict with the principle of complete ownership (*milk al-tamm*) and fairness in contract enforcement. Overall, this research emphasizes the need for dynamic and contextual interpretation of *fiqh muamalah* in addressing modern financial technologies. Islamic scholars, regulators, and digital platform developers must collaborate to ensure that innovation does not compromise ethical integrity. As Islamic finance continues to evolve, it must remain grounded in its core values: justice (*'adl*), transparency (*bayan*), mutual consent (*ridha*), and the prohibition of exploitation. In the digital era, where boundaries between lawful trade and prohibited gain are increasingly blurred, *fiqh muamalah* serves as both a moral compass and legal framework for guiding Muslim consumers and entrepreneurs. Ensuring *syariah compliance* in e-commerce transactions is not only a matter of legality but a reflection of Islamic economic ethics; built on trust, responsibility, and the pursuit of collective well-being (*maslahah*).

**REFERENCES**

- Alwi, M. M. (2018). Perilaku pedagang muslim dalam tinjauan etika bisnis Islam (Kasus di Pasar Loak Jagalan Kediri). *Qawānīn: Journal of Economic Syaria Law*, 2(1). <https://doi.org/10.30762/q.v2i1.1048>
- Azmi, M. (2020). Transaksi jual beli foreign exchange secara online perspektif hukum Islam. *Teraju: Jurnal Syariah dan Hukum*, 2(2). <https://doi.org/10.35961/teraju.v2i02.157>
- Dahmayanti, A., Nur, S., & Jannah, M. (2021). Hukum pemakaian sistem pembayaran Shopee PayLater dalam jual beli online menurut perspektif fikih muamalah. *Al-Khiyar: Jurnal Bidang Muamalah dan Ekonomi Islam*, 4(1), 12–30. <https://doi.org/10.36701/al-khiyar.v4i1.1333>
- Isfihany, S. (2022). Nilai dan moral Islam dalam kepemilikan. *Aksyana: Jurnal Akuntansi dan Keuangan Islam*, 1(2), 144–150. <https://doi.org/10.35194/ajaki.v1i2.2493>
- Iskandar, D. S., & Rahardja, S. (2021). Pertanggungjawaban perdata konsumen terhadap pelaku usaha jual beli online di marketplace secara Cash on Delivery (COD). *Jurnal Ilmu Hukum*, 20(2), 117–132. <https://doi.org/10.14710/jih.v20i2.34213>
- Khotimah, N. (2022). Tinjauan hukum Islam terhadap fitur GoPay Coins dan PayLater di aplikasi Tokopedia. *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Islam*, 6(1), 25–36. <https://doi.org/10.32502/al-mustashfa.v6i1.2171>
- Lestari, ., Mahfud, M., & Wahyuni, N. (2019). Shopee coins dalam perspektif hukum Islam. *Jurnal Hukum Ekonomi Syariah*, 7(2), 115–123. <https://doi.org/10.21580/jhes.2019.7.2.4122>
- Minuriha, D. A. (2018). Shopee sebagai perantara dalam akad COD perspektif fikih muamalah. *Jurnal Ilmu Syariah dan Hukum*, 5(1), 87–95. <https://doi.org/10.24014/jish.v5i1.2443>
- Mustofa, I. (2012). Transaksi elektronik (e-commerce) dalam perspektif fikih. *Jurnal Hukum Islam (JHI)*, 10(2), 88–96. <https://doi.org/10.24042/adalah.v10i2.2748>
- Nisa, A. (2019). Gamifikasi dan konsumsi impulsif dalam sistem kredit e-commerce perspektif etika Islam. *Jurnal Ekonomi Islam*, 10(3), 98–109. <https://doi.org/10.24235/iqtishadia.v10i3.5823>
- Puspitasari, D., & Sutabri, T. (2023). Analisis kejahatan phising pada sektor e-commerce di marketplace Shopee. *Jurnal Digital*, 6(2), 56–66. <https://doi.org/10.32502/digital.v6i2.5653>
- Rahma, M. N., & Hanifuddin, I. (2021). Status kepemilikan emas virtual di aplikasi Shopee perspektif fatwa DSN-MUI tentang jual beli emas secara tidak tunai. *Invest: Journal of Sharia & Economic Law*, 1(2), 153–170. <https://doi.org/10.21154/invest.v1i2.3439>
- Ramadani, L. A. (2018). Implementasi harta dalam akad (harta sebagai hak milik juga sebagai objek bisnis). *Jurnal Ekonomi*, 9(2), 144–153. <https://doi.org/10.15642/je.v9i2.2801>



- Ramadhanty, G. A. (2021). Peralihan hak milik atas barang melalui jual beli online. *Jurnal Hukum dan Ekonomi Islam*, 4(1), 77–88. <https://doi.org/10.30631/al-istinbath.v4i1.179>
- Rosmita, L., Khotimah, N., & Hani, U. (2022). Ju'alah dan pemanfaatan reward berbasis digital dalam e-commerce. *Journal of Sharia Business & Management*, 3(1), 45–60. <https://doi.org/10.36701/jsbm.v3i1.212>
- Syamsi, A., & Aarsal. (2025). Analisis akad pada transaksi e-commerce dengan metode Cash on Delivery (COD) perspektif fikih mu'amalah. *JILAW: Journal Islamic Law and Wisdom*, 1(1), 15–28. <https://doi.org/10.58967/jilaw.v1i1.901>
- Tarmizi, R. (2016). Penggunaan fitur e-commerce berbasis COD dalam akad muamalah. *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah*, 8(1), 101–114. <https://doi.org/10.15408/aiq.v8i1.2516>
- Witro, D., Sar'an, M., & Effendi, D. (2021). Qaidah furu' fi al-riba dan implementasinya. *Iqtishaduna: Jurnal Ekonomi Islam*, 12(1), 89–101. <https://doi.org/10.53893/iqtishaduna.v12i1.147>
- Wulandari, F. M. (2015). Jual beli online yang aman dan syar'i: Studi terhadap pandangan pelaku bisnis online di kalangan mahasiswa dan alumni Fakultas Syari'ah dan Hukum UIN Sunan Kalijaga. *Az Zarqa'*, 7(2), 201–220. <https://doi.org/10.30762/az-zarqa.v7i2.93>
- Yusuf, M., Zuzana, M., & Witro, D. (2020). Literacy education urgency for centennial generation in industrial revolution 4.0. *Paedagogia: Jurnal Pendidikan*, 9(2), 99–108. <https://doi.org/10.24239/pdg.Vol9.Iss2.122>