



Islamic Law Study on Paylater Payment System in E-Commerce in Indonesia

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Abstract

With the development of information technology, e-commerce transactions are increasingly used and scoped. Currently, people prefer things that are practical and do not take time, so that the development of technology and the internet is felt by people around the world. The system of purchasing goods through e-commerce by means of payment through PayLater has become a matter of discussion in the wider community, especially in Indonesia where the majority of people embrace Islam. The research used is normative, with a descriptive type of analysis. While the problem approach is a normative juridical approach. The data used include primary, secondary, and tertiary legal materials which are then analyzed qualitatively. According to Islamic law, debt receivables are a form of muamalah permitted by Shari'a, but on the other hand, the implementation of muamalah must be carried out with caution so as not to contradict the provisions of Islamic Shari'a which in essence must not harm both parties to the transaction. The PayLater payment system in e-commerce in Indonesia is actually not a problem, as long as the agreed contract does not require an element of usury.

Keywords: *Islamic Law; Paylater; E-Commerce*

Introduction

Along with the rapid development of technology and the internet today, many humans are taking advantage of this to create various updates to make it easier for them to meet their daily needs. People prefer things that are practical and do not take time. The development of technology and the internet is felt by people around the world. The conveniences that can be enjoyed by the rapid development of technology and the internet cover various areas in life, one of which is in the field of muamalah, what is meant by muamalah here is the activity of a person with someone or several people in meeting their individual needs. The benefits of technological advances and the internet also create various latest innovations made by humans, one of which is in terms of trade, namely e-commerce (electronic commerce) or can also be known as electronic commerce. The definition of e-commerce itself is the activity of buying and selling goods or services and / or transmitting funds or data through electronic networks, especially the internet. With the development of information technology and software, this makes conventional transactions possible to be carried out electronically. E-commerce transactions occur in many scopes ranging from business to business, business to consumer, consumer to consumer, and consumer to business. [1]

With the advancement of buying and selling transactions from conventional to modern, it will certainly provide benefits to all people in various parts of the world regardless of ethnicity, race, religion, and others. One of the countries that participated in enjoying the progress of buying and selling transactions is Indonesia. The Indonesian state itself has various ethnicities, races, and religions. Indonesia has a majority Muslim population. Based on data from the Ministry of Home Affairs, the number of Muslim population in Indonesia is 237.53 million as of December 31, 2021. This number is equivalent to 86.9% of the country's population of 273.32 million people. Some of the conveniences of public transactions through the internet offered by the presence of e-commerce include online buying and selling, e-banking, bill payments, booking airplane or train tickets, booking for hotels, booking tourist tickets and game rides and cinema tickets, and also online credit. [2]

Online credit arises due to the increasingly widespread e-commerce among the public, so it is not surprising that currently the system of purchasing goods through e-commerce by way of credit is widely discussed by the wider community, because this feature offers credit services without using a credit card. E-commerce is an online shopping platform that focuses more on mobile platforms so that people are easier to find, shop, and sell directly on their mobile phones. The platform offers a wide range of products, equipped with secure payment methods, integrated delivery services and innovative social features to make buying and selling more fun, secure and practical. One of the interesting platforms of e-commerce is PayLater. PayLater offers loan products with an initial loan of zero percent without a minimum transaction, and the loan provided can only be used to buy products in e-commerce with a period of 30 days. In PayLater, the payment method uses a bailout from the application company, then the user pays a certain amount of money to the application company. PayLater is one of the services presented by e-commerce to make it easier for users to shop online in their applications.[3]

PayLater is made specifically for loyal customers of e-commerce users. The goal is to help in terms of funding in case of financial problems so as not to delay buying the goods needed right away. Electronic money in PayLater can of course only be used to pay for loan recipients' groceries, the purpose is for consumption only. Usually the credit loan application agreement at a bank or other financial institution to make a credit loan is carried out with an agreement between the bank and the customer, then the parties concerned sign the agreement, after which the customer will get the money that has been agreed. Online credit loan agreement on the e-commerce application using the PayLater feature, the parties involved in this transaction are the e-commerce application as the lender and users who have activated PayLater on the e-commerce application as the loan recipient. The loan provision available on the PayLater feature is an application of the qardh contract in Islamic Law. Qardh itself is the giving of property to others who will use it and can be collected or asked for again at a later date, or in other words lending without expecting anything in return. [4]

Debt receivables are a form of muamalah allowed by Islamic law, and people who give debts or loans to people in need well are recommended actions in Islamic law. On the other hand, because this receivable debt is a form of muamalah that is fairly widely done by the community in order to meet their needs, the implementation of receivables in muamalah needs to be done with caution so as not to contradict the provisions of Islamic sharia, which in this case should not be if it harms the borrower. The loan instrument on the PayLater feature is actually not a problem. However, the problem in this case is that if the loan instrument is equipped with additional instruments, namely when the borrower returns the loan money is required to add to the principal loan, legal problems will arise in the perspective of Islamic law. The addition to the principal in view of muamalah jurisprudence includes usury. In Islamic law, riba is haram and the reward is hell. Based on the explanation above, the author is interested in raising this issue as the object of research entitled "Study of Islamic Law on the PayLater Payment System in E-commerce in Indonesia". The formulation of the problem in this study is how to study Islamic Law on the PayLater payment system in e-commerce in Indonesia.

The author will conduct research normatively by reviewing and analyzing from various literature related to the problem which then all the data collected will be analyzed systematically to be drawn as a conclusion. The problem approach is carried out with a normative juridical approach that uses the main ingredients of primary, secondary and tertiary legal materials. While data analysis, the author uses qualitative analysis and drawing conclusions is carried out by deductive methods so that the generalizations described become concrete examples or facts in providing these conclusions

Methods

The research method used is a normative research method, using a statute approach related to islamic law study on paylater payment system in e-commerce in indonesia.[5] The statute approach is to examine matters relating to legal principles, legal views and doctrines, and laws and regulations related to islamic law study on paylater payment system in e-commerce in indonesia, and accurate and accountable data. In addition, an in-depth examination of the legal facts is also held to then seek solutions to the problems that arise in the symptoms in question.

Results and Discussion

Pillars and Terms of PayLater Payment System in E-Commerce in Indonesia

This research will discuss product payments on credit using the PayLater payment feature if analyzed according to Islamic law. Buying and selling transactions using PayLater if analyzed using Islamic law, it can be seen in advance from the pillars and conditions of buying and selling. Buying and selling has pillars and conditions that must be met, so that the sale and purchase can be said to be valid by shara'. In determining the pillars of buying and selling, there are differences in the opinions of Hanafi scholars with the number of scholars. The pillars of buying and selling according to Hanafi scholars are only one, namely *ijab* (the expression of buying from buying) and *kabul* (the expression of selling from the seller). According to them, what gets along well in buying and selling is only the willingness (*rida/taradi*) of both parties to make a buying and selling transaction. However, because the element of willingness is an element of the heart that is difficult to see, indications that show willingness are needed from both parties. Indications that show the willingness of both parties to make buying and selling transactions according to them can be illustrated in *ijab* and *kabul*, or through mutual giving of goods and prices of goods (*ta'athi*). However, *jumhur ulama* stated that there are four pillars of buying and selling, namely:[6]

a. There are people who contract or *al-muta'qidain* (seller buyers)

In e-commerce applications, it is clear that there are sellers and buyers, but the two do not meet directly. Buyers can only see the item or product for sale by visiting the seller's page. In a contract there is no coercion, buyers are free to choose the goods or products to be purchased. The requirements for a contracting person include:

1. Intelligent, that is, *mumayiz*. Therefore, buying and selling by unintelligent children and lunatics, the law is invalid. *Jumhur ulama* holds that people who make buying and selling contracts must be puberty and intelligent. If the person with the contract has not been *mumayiz*, then the sale and purchase is not valid, even if he gets permission from his guardian.
2. The one who did the contract was a different person. That is, a person cannot act at the same time as a seller as well as a buyer.

b. There is *şigat* (pronounced *Ijab* and *kabul*)

Fiqh scholars point out that the conditions of *ijab* and *kabul* are as follows:

1. The person who uttered it was puberty and intelligent: Sellers and buyers in e-commerce applications must be someone who is adult / intelligent, because e-commerce application users must verify personal data using Identity Cards. People who verify personal data are certainly considered reasonable because they can follow the rules of e-commerce applications.
2. *Kabul* in accordance with *ijab*. The price of the item at checkout is the same as the price when the buyer first visits the seller's page.
3. *Ijab* and *kabul* are performed in one assembly: In the e-commerce application, when the buyer has selected the selected item, a confirmation page will appear to convince the buyer to buy the item or not.

c. There are goods that are bought and sold (*Ma'qud 'alaih*)

1. The item exists: In the e-commerce application, when the goods sold out of stock, there must be information that runs out, and it is certain that the goods being traded exist.
2. Can be benefited and allowed by *shara*: Goods sold by sellers on e-commerce applications must have benefits.
3. Handable: When the buyer has purchased the goods in accordance with the goods purchased, the seller will send the goods according to the period set by the e-commerce application
4. There is an exchange rate in lieu of goods: The exchange rate of goods is among the most important elements. Nowadays it is called money. When we decide to buy goods on e-commerce then we have to pay for it. In the e-commerce application, various payment methods are provided such as bank transfers, through *Alfamart* / *Indomart*, credit cards, and so on.

So, there is nothing that conflicts or violates the pillars of buying and selling, buying and selling already meets the pillars as mentioned above. In addition to the conditions related to the pillars of buying and selling above, jurisprudence scholars also put forward several conditions, including:

a. Legal terms of sale and purchase: Jurisprudence scholars state that buying and selling is only considered valid, if two things are fulfilled:

1. Buying and selling is avoided from defects such as goods being traded are not clear, both type, quality and quantity. Likewise, the price is not clear, the trade contains elements of coercion, fraud and other conditions that result in the trade being damaged. Items sold and bought on e-commerce applications are good goods. If we are not satisfied or there is damage to the goods when we receive them, e-commerce applications provide a return feature to the seller and we can complain to the seller. If it is indeed the seller's fault, we as buyers can give a bad rating such as giving 1, 2 or 3 stars so that the seller's rating is not good;
2. If the goods traded are movable objects, then the goods are immediately handed over by the buyer and the price is controlled by the seller. While immovable goods, can be controlled by the buyer after the papers are completed according to local customs. In e-commerce applications, sellers usually only sell moving objects. And when the buyer decides to buy, the purchased goods become the right of the buyer, and the exchange rate of the purchased goods becomes the seller's right to receive them.

b. Conditions related to the execution of the sale and purchase: Buying and selling can only be carried out if the contractor has the power to make a trade. The sale and purchase agreement cannot be carried out, if the person who made the contract does not have the power to directly execute the contract. Sellers on e-commerce apps can't sell items that don't belong to them.

c. Conditions related to the legal force of the sale and purchase agreement: Jurisprudence scholars agree that a new sale is binding, if the sale is free from all kinds of *khiyar*, namely the right to choose to continue or cancel the trade. If the sale and purchase still has "*khiyar*" rights, then the sale and purchase is not binding and can still be canceled. In e-commerce applications, if we have not clicked the "checkout and make order" menu, it means that we still have the right to "*khiyar*" where the sale and purchase has not been binding and can still be canceled. If we have checkout and made an order, then the trade is binding and cannot be canceled. If all the above conditions of sale and purchase have been legally met, then the sale and purchase has been considered valid. Therefore, both parties can no longer cancel the trade.

It can be concluded that none of the pillars and legal conditions for buying and selling that occur on PayLater credit have been violated, all elements of harmony and conditions can be met.[7]

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PayLater is a service that provides money loans electronically and helps consumers with installment methods without credit cards whose fall is accounts receivable or *qard*. This method uses funds from e-commerce companies which then users are required to pay their bills at a predetermined time.[8] Basically, a payment system like this makes it easier for users to transact when they don't have money, but of course the e-commerce company will provide a fine from the total bill every month if there are PayLater feature users who are late paying and this is prohibited in Islamic law. Based on the Fatwa of the Indonesian Ulema Council of East Java province No. 04 of 2022, the law on digital transactions with the PayLater system contains the following legal provisions, namely that lending and borrowing transactions by utilizing advances in digital technology are allowed as long as they do not conflict with the basic objectives of the loan contract, which in this case must not conflict with sharia principles. The sharia principle relates to loan interest. PayLater transactions on e-commerce in Indonesia for users who use bailouts will be charged an average interest of 2.95%. Interest in this case is included in *riba* and clearly violates Islamic law.[9] Then in the Fatwa it is also explained that the PayLater system that uses *qard* contracts or receivables has interest provisions so that the law is haram and the contract is invalid because it is included in usury. *Akad qard* means an agreement to provide a loan from the person holding electronic money to the issuer with the provision for the issuer to be obliged to return the money he has received to the electronic holder's money at any time in accordance with the agreed time.

In this point, it means that PayLater transactions that have interest provisions in the contract are haram and the contract is invalid. Furthermore, for legal provisions, it is explained that the PayLater system using a *qard* contract has no interest provisions, only rational administration for things like this, then the law changes or may. In PayLater transactions, there is an impact if the user of the feature is late in paying or not paying bills at all, including restrictions on access to functions in the application so that it affects the user's credit rating in the OJK Financial Services Information System which can prevent users from obtaining financing from banks or other companies and billing by telephone or field billing is carried out. Scholars from the four schools of Shafi'i, Hanafi, Maliki, Hanbali, Zaid bin Ali and the majority of scholars allow buying and selling with credit practices, whether the price of the goods that are the object of the transaction is equal to the cash price or higher.[10] However, they require clarity of contract, namely an understanding between the seller and buyer that the sale and purchase is indeed with a credit system. The arguments on which credit is allowed are in the Qur'an surah Al-Baqarah (2) Verse 282 and the Qur'an surah An-Nisa (3) Verse 29. Based on the above paragraph, all consensual buying and selling transactions are allowed by Allah SWT including credit buying and selling if based on the principle of willingness of both parties or consensual, related to this consensual principle becomes an important condition in credit buying and selling transactions, because the price paid in installments or credit is always more expensive than if paid in cash, Then the price in buying and selling credit must be agreed consensually so that no party is harmed.[11]

Table 1. Comparison of Mubah opinion with Haram

No	Fox/Can	Haram/Cannot
1.	Credit is allowed by emphasizing the need to write in case of receivables even if it is slightly accompanied by a fixed amount of time. (Q.S. Al-Baqarah (2) Verse 282)	1.It is forbidden to make two transactions in one buying and selling transaction, buying and selling credit is included in this prohibition because the price is two, namely credit and cash. (Hadith Narrated Ahmad and An-Nasa'i from Abu Hurairah (r))
2.	Credit is allowed on the basis that there must be willingness of both parties or consensual because in buying and selling credit prices become more expensive so that there must be a principle of willingness of both parties. (Q.S. An-Nisa (3) Verse 29)	2.Price addition due to delay in payment (credit) is equated with taking additional price in Qirad, which is forbidden, therefore it is also forbidden if applied to the sale and purchase of credit. (Aqliyah Postulate)
3.	In the story of the Prophet Shalallahu 'Alaihi Wassalam who ordered Abdullah bin 'Amer Al 'Ash to buy each camel at the price of two camels with payment owed.	3.The debt receivables drawn benefit therein, including usury and usury are forbidden. (Imam Al-Khottobi Rohimahulloh in his book <i>Ma'limus Sunan</i>)
4.	Credit buying and selling is permissible because in the agreement the seller and buyer both get benefits where the seller gets an additional price and the buyer benefits from his inability to deliver the price in cash. (Dalil Ijma' Shaykh bin Baz)	4.The debt required has an addition, so it is haram. (Imam Ibn Qudamah Rohimahulloh in the book <i>Al-Mughni</i>)
5.	The buying and selling of credit is alluded to the buying and selling of greetings allowed by the Prophet Shollallohu 'Alaihi Wassalam because there are similarities. The sale and purchase of greetings of goods is delayed, while the sale and purchase of credit money is pending. (Qiyas Postulate)	
6.	May exceed the price of goods sold cashlessly rather than sold in cash and the price is paid in installments within a specified period. (Result of Majma Al-Fiqh Al-Islami (OIC fiqh division), No. 51 (2/6) 1990)	

Source: processed data

Based on the data above, it can be seen that the reasons that allow for credit buying and selling are that receivables must be recorded even though the amount is small accompanied by a stipulation of time, the willingness of both parties in carrying out credit buying and selling, the Prophet SAW also once made a sale and purchase in debt when buying camels at a higher price than the original price, There are benefits obtained between sellers and buyers in buying and selling credit, buying and selling credit is qiyaskan with buying and selling greetings which are both allowed by the Prophet SAW, while the reason that prohibits buying and selling on credit is the prohibition on making two transactions in one buying and selling transaction, the additional price in credit is equal to the additional price in *Qirad* And it is forbidden, the sale and purchase of which benefits are drawn includes usury, and the additional price in credit equals usury. Based on the Book of Harta Haram Muamalah Contemporary by Dr. Erwandi Tarmizi regarding the requirements for the validity of a credit sale and purchase contract, one of which is that one of them is not allowed to make the requirement of the obligation to pay fines or the price of

goods increases if the buyer is late in paying the installment bill.[12] This is because it includes the form of *riba* practiced by the ignorant people in the past.¹ In the PayLater payment feature, it stipulates that if there are late users who pay bills every month, a penalty will be imposed from the total bill each month. Based on this, the PayLater system in *e-commerce* does not meet the requirements regarding the validity of the credit sale and purchase contract. In addition, the Fatwa of the Indonesian Ulema Council East Java, also emphasizes that product payments using the PayLater payment system are not haram, but the problem in this case, if the agreement or contract is accompanied by provisions for giving interest. According to the Fatwa, if the contract is accompanied by provisions regarding interest then the law is haram and the contract is invalid because it includes *riba* but, if it does not dispute the provisions regarding interest then by the fatwa the PayLater system is allowed.[13]

Providing loans or debts is a commendable behavior because this is able to ease the burden on people around. For people who borrow or owe debts have the responsibility to pay and pay off their debts. The threat to those who do not pay off their debts is also very large to include sinful acts if they are unable to pay off their debts. The Prophet (peace be upon him) when praying the corpse, first asked whether the body had debts or not. If he had debts, the Prophet (peace be upon him) was reluctant to pray unless someone wanted to incur that person's debt afterwards. This means that debt is not a trivial matter. There are many accounts receivable phenomena among the public, one of which is the phenomenon of debt with the PayLater feature in *e-commerce* applications. Many young people take advantage of the PayLater feature to meet their needs. In the PayLater feature, there are terms and conditions that must be met, one of which is to pay PayLater bills before the due date.[14] However, sometimes there are still those who neglect the PayLater bill. Imam Nawawi explained in *Minhaj Shariah Muslim* that Imam al-Qadhi said delaying payment or meaning reluctant to pay off predetermined debts, then delaying repayment of debts for the rich or having property to pay off their debts is a forbidden tyranny. While delaying payment for people who are not well-off is not an adultery and is not forbidden. Based on the meaning understood by the hadith that it is understandable. Said Yai bin Imanul Huda from this hadith explains that debt is permissible. However, the person who owes the debt must really intend to return the debt, because if he has property but is reluctant to pay it, it includes despotism against the person who owes it. The meaning of adultery in the above hadith is sin.[15]

In conclusion, debts are permissible and included in the *tabarru* (voluntary) contract. However, problems such as delaying the payment of debt for someone who has property or the ability to pay it off are tyrannical. Some scholars say it is a sin and others say it is an act of *fasiq*.

Conclusion

Based on the results of research and discussion which was subsequently analyzed by the author, it was concluded that based on the study of Islamic law on the PayLater payment system in e-commerce in Indonesia is a review of Islamic law on PayLater credit payments, there are two differences of opinion, there are opinions that allow (*mubah*) and there are opinions that prohibit. The opinion of the scholars allows the most important credit buying and selling to be carried out with the rules or guidelines of buying and selling properly, then there must be a clear agreement when carrying out *ijab* and *kabul*. Then the prohibitive opinion looks at the side of the additional price. The additional price here is equated with usury, while *riba* is forbidden by Islam. In this case, it can be concluded that PayLater credit is allowed because it meets the conditions for buying and selling in Islam. For additional prices in this case is allowed because it has been agreed from the beginning between the seller and the buyer, as well as the absence of coercion in this case. The legal consequences caused if you are late in paying / not paying PayLater bills according to Islamic law are that you will get a sin because it is a forbidden despotism and some scholars say it is an act of *fasiq*

¹ Erwandi Tarmizi, 2016, *Harta Haram Muamalat Contemporer*, (Bogor : Mulia Insani), hlm. 422.

References

1. Abdul Rahman Ghazaly, et al, 2010, Fiqh Muamalat, Jakarta: Kencana Predana Media Group.
2. Abdul Rahman Ghazali, DKK, 2018, Phik Muamalat, Jakarta: Prendmedia Group.
3. Bayu, Dimas, "As Many as 86.9% of Indonesia's Population Are Muslim", DataIndonesia.Id, February 16, 2022, <https://dataindonesia.id/ragam/detail/sebanyak-869-penduduk-indonesia-beragama-islam>.
4. Erwandi Tarmizi, 2016, Harta Haram Muamalat Contemporer, Bogor: Mulia Insani.
5. Fintekmedia, "Shopee PayLater Special Loan for Online Stores at Shopee". <http://shopee-pay-later>.
6. Ghazali, Abdul Rahman, DKK. 2018. Fikh Mumalat. Jakarta: Pranadamedia Group.
7. Haroen, Nasrun, 2007, Fiqh Muamalah, Jakarta : Gaya Media Pratama.
8. Hendi Suhendi, 2015, Fiqh Muamalah, Jakarta: PT. King Grafindo Persada.
9. HMPS Hadith Science UAD, "The Law Deferring Debt Payment for People Who Have Property and The Phenomenon of Debt Diversion", <http://hm.tafsir.uad.ac.id/hukum-menunda-pembayaran-utang-bagi-orang-yang-memiliki-harta-dan-fenomena-pengalihan-utang/>.
10. Imam Mustofa, 2016, Fiqh Mu'amalah Contemporary, Jakarta: Rajawali Press.
11. Janwari, Yadi, 2015, Jurisprudence of Sharia Financial Institutions, Bandung: PT Remaja Rosda Karya.
12. Muhammad Syafi'i Antonio, 2001, Sharia Banks from Theory to Practice, Jakarta: Gema Insani Press.
13. Shabrina, "Reviewing the Advantages and Disadvantages of ShopeePayLater", <https://www.konsumendigital.com/2020/09/kelebihan-dan-kekurangan-shopeePayLater.html>.
14. Sayidah, Nur. 2018. Legal research methods are accompanied by examples of their application in research. Taman Pondok Jati J3: Zifatama Jawara.
15. Syafei, Rachmat. 2004. Hoarding and Trade Monopoly in Islamic Fiqh Studies. Jakarta: Department of Religion-Pulpit of Law.

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