

# Consumer Protections in Digital Transactions: A Study of Indonesian E-commerce through Positive and Islamic Law

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## ABSTRACT

The rapid growth of e-commerce in Indonesia has triggered a corresponding increase in consumer protection issues, which is an urgent problem that this study seeks to examine. This study aims to uncover the practice of consumer protection that occurred in Indonesia within the implementation of e-commerce transactions, which is then analysed using the perspective of positive and Islamic laws. Using a normative-empirical legal approach, the study evaluates the compatibility of practices with Sharia principles. We employed a normative-empirical analysis to evaluate e-commerce transactions in Indonesia through the dual lenses of Sheikh Wahbah al-Zuhaili's *fiqh muamalah* and the law concerning Consumer Protection (UUPK). Empirical findings show that businesses have limited legal literacy and ethical awareness, often delegating consumer protection responsibilities to platforms and failing to enforce the rights guaranteed by the Consumer Protection Law (UUPK), as seen in widespread issues related to misleading product representations and inadequate dispute resolution mechanisms. Nevertheless, government oversight and formal dispute resolution mechanisms, such as the Consumer Dispute Resolution Agency, are inadequate for the scale and complexity of the digital market. Normatively, this study combines these findings with Sheikh Wahbah al-Zuhaili's Islamic legal framework, showing that common digital practices, such as non-transparent product descriptions and hidden fees, violate the basic pillars of contracts and introduce the prohibited elements of *gharar* (uncertainty) and *tadlis* (deception), thereby rendering transactions invalid under Islam. The study underlines that the ethical principles of *fiqh muamalah* (trust, justice, and honesty) align with the objectives of the UUPK, together forming a coherent basis for reform. To bridge the current gap, an integrated regulatory approach is essential, combining enhanced law enforcement, business ethics education, and the development of a transparent, Sharia-compliant digital system for online verification and dispute resolution.

**Keywords:** Consumer Protection, E-commerce, Fiqh Muamalah, Islamic Law

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## INTRODUCTION

The development of information and communication technology (ICT) has fundamentally changed the paradigm of global trade, with Indonesia becoming one of the main participants in this digital shift. This transformation is reflected in the emergence of e-commerce, a digital trading model that enables online transactions without the need for physical interaction between buyers and sellers. By offering better accessibility, transaction speed, and geographical flexibility, e-commerce significantly simplifies the process for consumers to meet their needs. The growth of this sector in Indonesia is closely related to the increase in internet adoption. The Indonesian Internet Service Providers Association notes that internet penetration is estimated to reach 80.66% of the population, or 229.4 million users, in 2025 (APJII, 2025). Nevertheless, the convenience of e-commerce comes with significant consumer protection challenges. These include discrepancies between the goods received and their online descriptions, fraudulent activities, personal data breaches, and a lack of transparency on the part of businesses (Bansal, 2025; Martin & Murphy, 2017; Schafer et al., 2023). Addressing these issues is crucial, as e-commerce operates at the intersection of technology, law, and ethics, especially in the Indonesian context.

The growth of Indonesia's e-commerce sector is fundamentally supported by nearly universal digital connectivity. Recent data shows its central role in modern consumption patterns, with approximately 178.9 million Indonesians, or 65% of the population, having made online transactions (Katadata Insight Center, 2023). This is a clear indication that e-commerce has evolved from an alternative to a mainstream behaviour. This indication is also supported by approximately 224 million active internet users, 178 million of whom are involved in annual digital transactions (Datareportal, 2024). This market encompasses various interaction models, including Business-to-Consumer (B2C), Consumer-to-Consumer (C2C), and marketplace platforms, and continues to innovate to increase engagement (Maduku & Lamini, 2025; Moriuchi & Takahashi, 2022; Ting & Ahn, 2023). A notable innovation is live-streaming commerce, which enhances real-time interaction through product demonstrations and interactive comment features. While this innovation can stimulate impulse buying, it also offers consumer protection benefits by increasing product transparency, a principle that aligns with Islamic commercial teachings on honesty and mutual consent (Zhao et al., 2024). However, this rapid growth coincided with systemic failures in consumer protection. In the first half of 2022, Kominfo (2022) reported that the Directorate General of Consumer Protection and Trade Law Enforcement handled 3,692 cases, of which 86.1% (3,181 cases) were related to e-commerce, including fraud, defective goods, and violations of return rights. The fashion category, which led online sales (purchased by 58% of internet shoppers in early 2022), was also the most complained about category, mainly related to product quality and description discrepancies (Katadata Insight Center, 2022). This issue is exacerbated by digital transactions, such as common payment methods using Cash on Delivery (CoD), which is associated with product mismatches and logistics delays (BPS, 2022).

The rapid growth of e-commerce in Indonesia, driven by platforms such as Shopee, Tokopedia, and Lazada, has fundamentally changed the market landscape. This digital shift, while offering unprecedented convenience, has raised a critical challenge: effective protection for consumers in an impersonal and spatially separated transaction environment. Giddens (1990) describes this phenomenon as "disembedding", in which social relationships are detached from the context of local interactions and reorganized across unlimited time and space. In e-commerce, trust is also detached from personal relationships and must be reinvested in abstract systems and regulatory institutions. This systemic impersonality correlates with a surge in consumer complaints, including fraud, product non-compliance, personal data breaches, and non-transparent business practices, as seen in the high volume of e-commerce-related cases handled by Indonesia's consumer protection authority (Kominfo, 2022). Responding to this issue requires a robust and multifaceted legal framework. Domestically, Law No. 8 of 1999 concerning Consumer Protection (UUPK, 1999) establishes foundational rights, such as the right to accurate information, product safety, and compensation. Internationally, principles of accountability and transparency are emphasized as cornerstones of digital consumer protection (UNCTAD, 2019). However, the Indonesian context demands a broader normative integration that resonates with its socio-cultural fabric. Islamic law (*fiqh muamalah*), with its deep-seated emphasis on ethical conduct, justice (*'adl*), and the prevention of harm (*darar*), offers a vital complementary paradigm. It provides specific contractual instruments (e.g., Salam, Murabahah) and prohibits elements of excessive uncertainty (*gharar*) and deceit (*tadlis*) that are directly relevant to contemporary online disputes (Ribadu & Rahman, 2019). A McKinsey and Company report notes that approximately 85% of sellers on Indonesian marketplaces are resellers, meaning they lack full control over product quality and specifications (Tay & Wintels, 2023). This situation creates significant vulnerability for consumers, as product information is often inaccurate or unverifiable.

This study seeks to bridge the positivist legal approach with sophisticated Islamic legal thought to strengthen the conceptual foundation for consumer protection. While previous research

has often examined e-commerce through either general Islamic principles or positive law in isolation, a significant gap remains in applying the detailed, systematic jurisprudence of a major contemporary scholar directly to this issue. In other words, within the development of contemporary *fiqh muamalah*, several prominent scholars provide essential frameworks for analysing modern economic transactions, including e-commerce. There has been no analysis of e-commerce transactions based on the specific thoughts. Sheikh Wahbah al-Zuhaili is a foremost authority whose comprehensive work emphasizes foundational principles such as contractual clarity, the prohibition of excessive uncertainty (*gharar*), and the alignment of commercial practices with the higher objectives of Sharia (Baroudi & Behmardi, 2017). His comprehensive legal reasoning, particularly as elaborated in *al-Fiqh al-Islami wa Adillatuhu* and *Tafsir al-Munir*, provides a rigorous framework for assessing digital transactions. Al-Zuhaili's stringent interpretations concerning usury, contractual clarity, and the objectives of Sharia (*maqāsid sharia*) are not merely theoretical but are shown to have practical relevance for modern economic challenges, including digital commerce (Fahmi et al., 2025). His firm stance against any form of unjust gain aligns with the core purpose of consumer protection laws.

Therefore, this study aims to analyse the current e-commerce practices and regulatory enforcement in Indonesia from a consumer protection standpoint and elucidate the relevant principles from Sheikh Wahbah al-Zuhaili's jurisprudence pertaining to fair trade, contract law, and the prohibition of *gharar*. This study further synthesizes Islamic legal principles with the provisions of Indonesia's Consumer Protection to propose a more holistic, culturally resonant, and ethically grounded framework for securing justice and trust in Indonesia's digital marketplace. The urgency and significance of this research lie in its integrative approach, offering nuanced insights that could inform more effective policy, platform design, and legal adjudication in the face of rapid digitalization.

This study contributes to the contemporary discourse on Islamic law and digital economics by demonstrating the adaptability of classical *fiqh* concepts to modern transactional forms. It enriches the literature on *fiqh mu'āṣir* (contemporary jurisprudence) by providing a structured application of al-Zuhaili's principles to e-commerce, affirming the enduring relevance of *maqāsid sharia*, particularly the preservation of wealth (*hifz al-māl*) and the establishment of justice. A practical implication is given to the urgent need for strengthened regulatory frameworks and ethical governance in Indonesia's e-commerce sector. They advocate for the formal integration of Sharia-compliant guidelines, such as the *fatwa* of the Indonesian Ulama Council's National Sharia Board (DSN-MUI), into platform policies and business practices.

## METHOD

### Research Approach and Data

This study employs a socio-legal research approach, which integrates normative legal analysis with empirical investigation to understand how law operates within society. In the context of empirical legal research, this approach examines the roles of legislation, regulation, legal policies, and other legal arrangements as they function in real social settings (Leeuw & Schmeets, 2016). The research specifically analyses e-commerce transactions through the lens of Islamic law, particularly the views of Sheikh Wahbah al-Zuhaili, and the provisions of Law No. 8 of 1999 concerning Consumer Protection (UUPK, 1999).

The normative dimension of the study is conducted through statutory analysis and library research, enabling a doctrinal examination of Sharia principles and consumer protection norms. Complementing this, the empirical dimension involves the collection of primary data to capture the actual practices, challenges, and consumer experiences within Indonesia's e-commerce ecosystem. As contemporary scholarship emphasizes, effective legal research in the digital era requires the integration of normative reasoning with empirical evidence to fully understand how law functions in technologically mediated environments (Waltermann & Leeuw, 2025). This combined approach allows the study to assess the compatibility of e-commerce practices with Sharia principles and consumer protection regulations while also formulating practical, Sharia-based recommendations.

The research draws on primary and secondary data sources. Primary data consists of two components.

- 1) Consumer reviews and comments from online marketplaces such as Shopee and Tokopedia, treated as consumer survey data to capture experiences related to satisfaction, product conformity, transaction security, and dispute resolution.
- 2) Semi-structured interviews with e-commerce business operators, aimed at exploring business practices, contractual clarity, Sharia compliance, and challenges in implementing consumer protection standards.

The primary informants in this study consist of ten e-commerce sellers operating on major Indonesian online marketplaces, namely Shopee and Tokopedia. Each informant contributes insights based on their business category, operational responsibilities, and direct involvement in online

transactions. Their roles provide diverse perspectives on consumer behaviour, product compliance, transaction processes, and challenges in maintaining Sharia principles and consumer protection standards.

- a) Shopee seller of fashion accessories, providing information on customer preferences and online sales experiences (IP-01).
- b) Tokopedia seller of skincare products, offering insights into product compliance and customer feedback (IP-02).
- c) Shopee seller of electronic gadgets, involved in stock management and handling customer complaints (IP-03).
- d) Tokopedia seller of home appliances, sharing information on shipping logistics and product description practices (IP-04).
- e) Shopee seller of handmade crafts, contributing experiences related to marketing strategies and pricing (IP-05).
- f) Tokopedia seller of health supplements, focusing on product authenticity and halal compliance (IP-06).
- g) Shopee seller of children's toys, providing insights into customer satisfaction and product quality control (IP-07).
- h) Tokopedia seller of stationery products, involved in online promotions and managing return requests (IP-08).
- i) Shopee seller of sports equipment, sharing observations on sales trends and customer engagement (IP-09).
- j) Tokopedia seller of kitchenware, providing information on product safety and consumer preferences (IP-10).

Secondary data is obtained from authoritative academic literature, including Sheikh Wahbah al-Zuhaili's *Fiqh al-Islāmi wa Adillatuhu*, as well as statutory materials such as Law No. 8 of 1999 on Consumer Protection (UUPK) and relevant fatwas issued by the National Sharia Board of the Indonesian Ulama Council (DSN-MUI, 2017).

## Data Analysis

Data in this study was analysed using three complementary methods. First, a narrative synthesis was conducted to identify Islamic legal principles as articulated by Sheikh Wahbah al-Zuhaili and to examine the relevant provisions of the Consumer Protection Law (UUPK). This stage involved a review of legal documents, *fiqh muamalah* literature, and regulatory frameworks governing e-commerce. Second, an online survey was employed to collect quantitative data on consumer experiences, including satisfaction levels, product conformity, transaction security, and dispute resolution processes. Third, interviews were conducted to obtain qualitative insights from business actors. These interviews, carried out both online and offline, involved sellers with at least one year of experience operating on e-commerce platforms, ensuring that the information gathered reflected practical knowledge and established business practices. These data were further analysed by reducing the data by condensing interview transcripts to essential points, organising the findings into thematic summaries supported by informant statements, and drawing inductive conclusions based on emerging patterns (Cresswell, 2009; Nicmanis, 2024).

## RESULTS AND DISCUSSION

### Consumer Protection Practices Among E-Commerce Business Operators in Indonesia

Many businesses operating within Indonesia's e-commerce ecosystem possess a limited understanding of consumer protection principles, both from legal and ethical perspectives. In-depth interviews reveal that business operators tend to prioritise sales efficiency and logistical smoothness over the comprehensive fulfilment of consumer rights. In practice, responsibility for handling consumer complaints is frequently delegated to marketplace platforms such as Shopee and Tokopedia, with minimal direct involvement from sellers. As one informant (P-01) stated that:

"Once we have sent the goods and they have been received by the courier, it is up to the platform system. If there are any complaints, we wait for their decision first."

This statement reflects a weak grasp of legal accountability and fairness in digital transactions. It also indicates that many businesses perceive consumer protection not as an inherent moral and legal obligation but merely as a procedural formality required by platforms. A key structural issue identified is that the majority of e-commerce sellers are resellers or distributors rather than manufacturers. Several informants admitted relying solely on photos and descriptions provided by overseas suppliers without conducting further verification.

The lack of legal literacy among business operators further exacerbates these challenges. Most informants were unfamiliar with the provisions of Law No. 8 of 1999 on Consumer Protection (UUPK), particularly those concerning the right to accurate information (Article 4), product safety (Article 4(2)), and the right to compensation (Article 19). Some business operators were unaware that consumers are legally entitled to file complaints, demand refunds, or pursue legal action for defective or non-compliant products. Interviews also revealed that many businesses lack internal dispute resolution mechanisms. Sellers tend to rely entirely on third-party decisions, which are typically those of marketplace customer service teams or logistics providers. Many lack adequate shipping documentation, weakening their legal standing in disputes.

Another critical issue concerns data security. Business operators generally assume that platforms bear full responsibility for safeguarding consumer information, despite the fact that sellers also access and store consumer data through order management systems. This misplaced reliance persists even though earlier studies show that few internet users had ever conducted online transactions, with data security concerns being the primary barrier (Noprianto et al., 2025). Collectively, these findings indicate that many digital-sector businesses lack a comprehensive understanding of their responsibilities within the consumer protection framework. This deficiency not only undermines public trust in online transactions but also exposes businesses to legal risks and long-term reputational harm. Strengthening legal literacy, promoting digital business ethics, and enhancing platform-based seller education are therefore urgent priorities.

Further insights from semi-structured interviews with ten business operators on platforms such as Shopee, Tokopedia, and Lazada highlight additional challenges. Price competition pressures often lead sellers to reduce the completeness of product information. Many informants acknowledged omitting detailed specifications, additional costs (e.g., shipping or taxes), and estimated delivery times. Such practices contradict the transparency requirements of Article 4 of the UUPK, which guarantees consumers the right to accurate, clear, and honest information. From an Islamic legal perspective, incomplete product information constitutes *gharar*, which is a form of uncertainty that can invalidate a sales contract. As one informant (P-02) noted that:

“We have to simplify the product description to make it more appealing. But sometimes the product doesn't meet the buyer's expectations.”

Return policies also remain inconsistent with both legal and Islamic principles. Only 32% of businesses had established written return policies, typically offering a seven-day return window. The majority relied entirely on platform policies or provided no clear return mechanism. Such behaviour indicates limited understanding of *khiyār al-'ayb* and *khiyār al-syarh*, which grant consumers the right to return defective or non-conforming goods. Dispute resolution practices further illustrate the lack of normative and ethical awareness. One operator (Informant P-06) states that:

“If there is a problem, we let the buyer report it to the platform. We just follow their decision.”

This passive approach reflects a limited commitment to fair and responsible business conduct. From the perspective of *fiqh muamalah*, equitable dispute resolution is integral to a valid and ethically sound commercial transaction. Human resource development in this area is also minimal, in which only 25% of businesses had provided training on consumer rights under the UUPK or Islamic legal principles. Most operators admitted that their business priorities remain centred on transaction volume rather than long-term customer relationships.

Personal data protection represents another major challenge. It shows that around 60% of informants reported lacking adequate security systems such as encryption, two-factor authentication, or standardised data storage protocols. These weaknesses increase the risk of privacy breaches and erode consumer trust. Within the framework of *maqāṣid al-sharī'ah*, safeguarding personal data is closely linked to the protection of property and personal dignity (*ḥifẓ al-māl wa al-'ird*). Therefore, the findings reveal that e-commerce businesses face substantial challenges in understanding and implementing consumer protection principles under both positive law and Islamic law. Limited awareness of consumer rights, inadequate dispute resolution mechanisms, and weak data security practices highlight the need for stronger educational initiatives and regulatory interventions. A coordinated approach involving platforms, regulators, and the business community is essential to foster more ethical, legally compliant, and spiritually grounded digital commerce practices.

## 1) Rights and Obligation in E-commerce Transactions

Law No. 8 of 1999 on Consumer Protection (UUPK) guarantees consumers' rights to comfort, security, and safety in the use of goods and services (Article 4(a)), as well as the right to obtain

accurate, clear, and honest information regarding product conditions and guarantees (Article 4(c)). However, the findings of this study indicate that these rights are frequently neglected in Indonesia's e-commerce environment. Data from the Directorate General of Consumer Protection and Trade Compliance (Kominfo, 2023) shows that 86.1% of 3,692 consumer complaints originated from the e-commerce sector, with the most common issues involving products not matching their descriptions, fraudulent practices, and delayed deliveries. This lack of compliance is reflected in the attitudes of business operators. One informant (IP-02) stated that:

“Once we have sent the goods and they have been received by the courier, it is then up to the platform system. If there is a complaint, we wait for their decision first.”

Such statements illustrate a limited understanding of consumer rights and a tendency to shift full responsibility to marketplace platforms rather than acknowledging the seller's own legal obligations. This practice contradicts Article 7 of the UUPK, which requires business actors to act in good faith, provide accurate information, and guarantee product quality.

A structural factor contributing to this issue is that most e-commerce sellers are resellers or distributors rather than manufacturers. As noted by Tay and Wintels (2023), approximately 85% of sellers on Indonesian marketplaces sell third-party products without direct control over product quality or specifications. Interviews revealed that some sellers rely solely on photos and descriptions from overseas suppliers without conducting verification. Such practices violate the UUPK's principles of information transparency (Articles 8 and 9) and contradict the ethical principle of *ṣidq* (honesty) in *fiqh muamalah*.

These results show that consumer protection in the digital sector can only be effectively realised when business actors recognise consumer rights not as administrative formalities but as inherent moral and legal obligations in every transaction.

## 2) The Role of Government and Consumer Protection Agencies in E-Commerce Supervision

Article 30 of the UUPK mandates the government to provide guidance, education, and supervision to ensure the protection of consumer rights. However, the study reveals that supervisory efforts face significant challenges due to the rapid, cross-regional nature of e-commerce transactions, often involving anonymous or unregistered business actors. Violations such as fraud, counterfeit goods, and misuse of personal data frequently come to public attention only after circulating widely on social media, rather than through a systematic regulatory mechanism. Interviews with business operators further indicate that many have never received direct information or training regarding the UUPK. As a result, understanding of key provisions, such as Article 4 on consumer rights and Article 19 on liability for compensation, remains low. This highlights the inadequacy of current legal education efforts targeting digital business actors. Although the National Consumer Protection Agency (BPKN) is mandated under Article 34 of the UUPK to advise the government and strengthen consumer protection, its digital complaint system remains inefficient, with many consumers experiencing lengthy reporting procedures. Similarly, the Independent Consumer Protection Agency (LPKSM), regulated under Article 44, remains more active in traditional markets than in digital commerce. Institutions such as YLKI continue to receive numerous complaints related to mismatched products and refund difficulties.

## 3) Consumer Dispute Resolution Mechanisms

Article 45 of the UUPK provides that consumer disputes may be resolved through courts or out-of-court mechanisms, including the Consumer Dispute Resolution Agency (BPSK) as regulated in Articles 49–57. However, this study finds that BPSK remains underutilised in e-commerce contexts. Most business operators reported having no internal dispute resolution mechanisms. As one informant (IP-06) noted that:

“If there is a problem, we let the buyer report it to the platform. We just follow their decision.”

This reflects weak legal awareness and a lack of proactive responsibility in addressing consumer grievances. Although platforms such as Shopee, Tokopedia, and Lazada provide complaint resolution features, these mechanisms often lack transparency and do not carry binding legal authority. According to the Katadata Insight Center (2022), marketplace dispute processes typically take two to three weeks, with only a small proportion of consumers receiving adequate compensation. This stands in contrast to Article 19 of the UUPK, which obligates business actors to provide refunds or replacements when products fail to meet agreed-upon conditions.

From an Islamic legal perspective, fair dispute resolution is integral to a valid contract. The principles of *ṣulḥ* (amicable mediation) and *taḥkīm* (arbitration) align with the UUPK's emphasis on justice and mutual benefit. Therefore, strengthening the implementation of the UUPK in digital

contexts requires the development of an online dispute resolution system directly connected to BPSK and BPKN. Collaboration between consumer protection agencies and platform operators is essential to ensure that dispute outcomes carry formal legal legitimacy rather than relying solely on internal company policies.

Enhancing digital dispute resolution mechanisms is crucial for restoring public trust in online transactions. Effective consumer protection not only ensures a sense of security but also supports the development of a fair and sustainable e-commerce ecosystem, as envisioned by the UUPK.

## The Legality and Ethical Foundations of E-Commerce in Indonesia: A Synthesis of Wahbah al-Zuhaili's Jurisprudence and Contemporary Practice

Sheikh Wahbah al-Zuhaili's comprehensive legal framework in *Fiqh al-Islāmī wa Adillatuhu* provides a foundational basis for evaluating modern transactional practices, particularly within the context of digital commerce. Central to his analysis are the principles of legal validity, clarity, and ethical integrity, which collectively ensure that economic activities align with the objectives of Islamic law (*maqāṣid sharia*). While digital platforms offer innovative mechanisms for trade, their compliance with Sharia depends fundamentally on adherence to classical Islamic legal norms, including the avoidance of *gharar* (uncertainty), *riba* (usury), and *tadlīs* (deception).

### 1) Foundations of Valid Sales in Islamic Law

The study of al-Zuhaili (2011) defines sale (*al-bay'*) as a mutual exchange of property, grounded in consent (*tarādhi*) and executed in accordance with Sharia provisions. The validity of any sales contract rests upon four pillars: the seller (*al-bā'i*'), the buyer (*al-mushtarī*'), the object of sale (*al-ma'qūd 'alayh*'), and the form of offer and acceptance (*al-ṣighah*). Each party must possess legal capacity (*ahliyyah*) and act without coercion, while the object must be lawful (*halal*), beneficial, and transferable. Importantly, al-Zuhaili extends the concept of *ṣighah* beyond verbal agreement to include conduct indicating consent (*mu'āṭah*), thereby accommodating modern practices such as digital "checkout" actions, provided they reflect genuine mutual assent.

In Indonesian e-commerce, platforms like Shopee and Tokopedia generally satisfy these structural requirements through verified accounts and transparent payment systems. However, persistent issues such as seller impersonation, unverified identities, and misrepresented goods introduce elements of *gharar* and *tadlīs*, undermining contractual validity. Al-Zuhaili's emphasis on the knowability (*ma'lūm*) of the object (its type, quality, quantity, and delivery terms) highlights significant gaps in current practice. For instance, widespread discrepancies between advertised and received goods constitute *gharar fāḥish*, rendering such contracts void. Similarly, opaque pricing mechanisms, including hidden fees or conditional discounts, violate the principle of transparency (*ṣarāḥah*) and may involve *riba*.

### 2) Clarity of Contract and Modern Adaptations

Contractual clarity (*wudhūḥ al-'aqd*) is paramount in Islamic transactional law. Al-Zuhaili asserts that ambiguity in any essential element, such as the object, price, or delivery timeline, invalidates the contract. Historically, Islamic jurisprudence developed specific contract types to ensure clarity in deferred exchanges. The Salam contract, for example, permits advance payment for precisely defined future goods, provided their specifications, quantity, and delivery date are unequivocally stated. This classical instrument finds direct application in contemporary e-commerce pre-order systems, which are permissible if all conditions are transparently agreed upon. Similarly, the *Istisnā'* contract, which is a commission to produce a custom item, parallels modern made-to-order services, while the instalment sale (*bai' bi al-taqṣīt*) allows deferred payment with a clearly stated total price, provided no exploitative additions are introduced later. The Cash on Delivery (COD) model aligns with the concept of *bay' al-mu'āṭah*, where the exchange of goods and payment constitutes implicit offer and acceptance, reinforcing consumer protection through the right of inspection (*khiyār al-ru'yah*). These adaptations illustrate the flexibility of Islamic law in accommodating technological advances while preserving core requirements of certainty and mutual consent.

### 3) Legal Rulings on Sales and Prohibited Elements

Al-Zuhaili (2001) maintains that the default ruling for sales is permissibility (*mubāḥ*), contingent upon the absence of Sharia-prohibited elements. Transactions become unlawful or void if they involve *riba*, *gharar*, or *tadlīs*. *Riba* is defined as any unearned increment, whether in spot exchanges (*riba al-faḍl*) or in deferred payments with unjustified increases (*riba nasī'ah*). In digital commerce, practices such as undisclosed late fees, interest-based instalments, or conditional price adjustments may fall under this prohibition. 'Gharar' refers to excessive uncertainty that leads to dispute, such as selling non-existent or inadequately described goods. In e-commerce, misleading

visuals, vague product descriptions, and unreliable delivery estimates constitute modern manifestations of *gharar*, potentially invalidating contracts. *Tadlis*, a deliberate deception regarding product quality or terms, further violates the principles of honesty (*ṣidq*) and trust (*amānah*), rendering transactions not only legally defective but also morally reprehensible. Thus, for a digital sale to be valid, it must be free from these three prohibitive elements.

#### 4) Ethical Imperatives in Muamalah

Beyond legal formality, al-Zuhaili (2001) stresses that transactions must embody ethical and spiritual values, including honesty, trustworthiness, and social justice. He frames *muamalah* as a social act of worship, integral to maintaining communal welfare and divine blessing. In Indonesian e-commerce, ethical lapses are evident in high rates of consumer complaints regarding fraud, data breaches, and misrepresentation. Such practices erode trust and contradict the Islamic imperative to protect others' property and rights.

The principle of '*adl ijtīmā'i*' (social justice) requires that no party be unfairly disadvantaged, aligning with Indonesia's Consumer Protection Law (No. 8 of 1999), which mandates transparency, safety, and recourse. Al-Zuhaili's warning against false oaths and deceptive promotion resonates strongly in an era of manipulated reviews and misleading advertisements. Upholding ethical standards is thus not merely a personal obligation but a structural necessity for sustainable and blessed commerce.

#### 5) Towards a Sharia-Compliant Digital Marketplace

The jurisprudence of Wahbah al-Zuhaili offers a coherent and adaptive framework for assessing and guiding e-commerce in Indonesia. His analysis confirms that digital transactions can be *halal* if they fulfil the pillars of sale, ensure contractual clarity, avoid prohibited elements, and adhere to ethical norms. Classical contracts such as *Salam*, *Istisnā'*, and *bai' bi al-taqsiṭ* provide robust analogues for modern practices like pre-orders, custom production, and instalment payments. However, persistent issues of fraud, uncertainty, and opaque pricing indicate significant areas for reform. Regulatory bodies, platform operators, and sellers must collaborate to enhance transparency, verify identities, ensure accurate product representation, and eliminate exploitative fees. By integrating al-Zuhaili's legal and ethical principles into the digital economy, Indonesia can foster an e-commerce ecosystem that is not only efficient and innovative but also just, trustworthy, and aligned with the higher objectives of Islamic law. Such an approach would reinforce consumer confidence, promote fair trade, and ensure that technological progress serves the broader goals of social welfare and economic justice.

## CONCLUSION

The findings reveal a significant gap between normative frameworks and actual practices in Indonesia's e-commerce sector. The examination of consumer protection practices among e-commerce business operators indicates that most sellers possess limited understanding of their legal and ethical obligations under Law No. 8 of 1999 (UUPK) and Islamic jurisprudence. They often prioritise sales efficiency, delegate complaint resolution to platforms, and lack formal policies for returns and data security, reflecting weak legal literacy and accountability. This directly impacts rights and obligations in e-commerce transactions, where the high volume of consumer complaints on product misrepresentation, fraud, and delivery delays highlights a systemic failure to uphold the UUPK's guarantees of accurate information and safety. Concurrently, the role of government and consumer protection agencies is hampered by the cross-jurisdictional and rapid nature of digital trade, resulting in insufficient supervision, training, and inefficient digital complaint mechanisms. This governance gap exacerbates weaknesses in consumer dispute resolution mechanisms, as sellers and buyers predominantly rely on non-transparent, slow platform mediation instead of formal channels like the consumer dispute resolution agency, emphasising the need for integrated online dispute resolution systems.

Integrating these empirical observations with the legal and ethical foundations of Wahbah al-Zuhaili's *Fiqh* clarifies their normative implications. Al-Zuhaili's framework stipulates that e-commerce is permissible (*mubāḥ*) if it meets the conditions of a valid contract (clear parties, object, price, and mutual consent), and avoids prohibitions such as *gharar*, *riba*, and *tadlis*. Current practices such as incomplete descriptions, hidden costs, and seller identity theft violate these principles, rendering many transactions invalid under Islam. The ethical principles of *amanah* (honesty) and '*adl*' (justice) in *fiqh muamalah* are in line with the objectives of the UUPK, jointly promoting transparency, honesty, and fair dispute resolution. Therefore, the path to a Sharia-compliant digital marketplace requires an integrated approach, strengthening regulatory enforcement, improving business

education on positive law and Islamic ethics, and developing a robust and transparent digital system for verification and dispute resolution to build a fair, trustworthy, and sustainable e-commerce ecosystem.

This study provides implications by theoretically integrating distinct legal traditions, practically informing policy and business practices, and normatively advocating for an e-commerce environment rooted in justice and trust, thereby supporting the sustainable growth of Indonesia's economy. The synthesis of Wahbah al-Zuhaili's *fiqh* with Indonesia's consumer protection law provides a robust, holistic framework for envisioning a digital economy that is not only legally sound and efficient but also ethically grounded and just. By aligning technological advancement with the timeless principles of Islamic law and social welfare, Indonesia can pioneer a model of e-commerce that balances innovation with integrity, profit with responsibility, and contractual freedom with moral accountability.

In terms of policy implications, policymakers should consider developing binding Sharia-compliant e-commerce regulations that codify requirements for transparency, truthful representation, and fair dispute settlement, thereby bridging *fiqh* principles with enforceable national standards. The findings suggest mandatory training programmes on Islamic business ethics (*akhlāq al-mu'āmalah*) and consumer protection law for digital merchants and platform operators should be instituted to foster a culture of accountability and trust, and public campaigns to improve digital literacy and awareness of consumer rights under both the UUPK and Islamic law are essential to empower buyers and prevent exploitative practices.

This study acknowledges certain limitations. The empirical component, while illustrative, is based on a limited sample size and focuses on two major platforms, which may not fully capture the diversity of e-commerce practices across Indonesia. Furthermore, the analysis primarily engages with the jurisprudence of a single scholar, Sheikh Wahbah al-Zuhaili, and the specific context of Indonesian consumer law. The study also identifies systemic barriers to effective implementation, including inconsistent regulatory supervision, variable legal literacy among businesses, and the current inadequacy of online dispute resolution mechanisms, as reflected in the high proportion of consumer complaints originating from the e-commerce sector.

Lastly, subsequent inquiry should expand the comparative scope by examining the perspectives of other prominent jurists, such as Sheikh Taqi Usmani, on digital transactions. Comparative studies of regulatory models in other Muslim-majority nations could yield valuable insights for cross-jurisdictional policy adaptation. Further empirical research employing larger and more diverse datasets is also needed to deepen the understanding of transaction risks and consumer experiences across the full spectrum of digital marketplaces.

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