JURISTA: Jurnal Hukum Keadilan
Vol.10, No.1, June 2026
P-ISSN: 2502-8006 E-ISSN: 2549-8274
DOI: http://www.doi.org/10.22373/jurista.v10i1.383

CONSUMER PROTECTION UNDER ISLAMIC LAW IN E-COMMERCE TRANSACTIONS: A CASE STUDY OF SHOPEE USERS IN PIDIE DISTRICT, INDONESIA

M. Darul Kamal
Ar-Raniry State Islamic University, Banda Aceh, Indonesia
Email: 210102258@student.ar-raniry.ac.id

Saifuddin Sadan
Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: saifuddin.sadan@ar-raniry.ac.di

Chairul Bariah
Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: chairul.baria@ar-raniry.ac.id

Abstract

This paper examines consumer protection in online buying and selling transactions via Shopee according to Islamic law (a case study in Sigli City). It employs qualitative research methods and a normative juridical approach. Data was obtained through interviews and direct review of the accounts @mawaddah and @warahmah. The results indicate that errors were made by the seller, as well as a lack of response from the seller to complaints from buyers, and the seller is not held responsible for these errors. According to Islamic law, all types of transactions are permissible, provided they adhere to and comply with applicable Islamic law. All buying and selling activities must meet the relevant requirements and legal provisions. Once these conditions are met, the rights and obligations of both parties apply.

Keywords: Consumer protection, E-Commerce, Islamic law, Positive Law, Shopee.

© 2026 Authors. This work is licensed under an Attribution-ShareAlike 4.0 International (CC BY-SA 4.0). All writings published in this journal are the personal views of the authors and do not represent the views of this journal or the authors' affiliated institutions.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

INTRODUCTION

The proliferation of digital marketplaces in Southeast Asia has fundamentally transformed commercial transactions, with Indonesia representing one of the most dynamic e-commerce ecosystems globally.[1] Among the dominant platforms, Shopee has emerged as a market leader, capturing approximately 36% of Indonesia's e-commerce market share as of 2024.[2] However, this rapid digitalization has outpaced the development of adequate legal frameworks, particularly regarding consumer protection in cross-jurisdictional online transactions.[3] The intersection of conventional consumer protection law, electronic transaction regulations, and Islamic commercial jurisprudence creates a complex regulatory landscape that demands systematic examination.

The urgency of this research derives from three interrelated phenomena. First, the exponential growth of e-commerce transactions in predominantly Muslim regions such as Aceh Province, where Sharia law exercises significant cultural and legal influence, necessitates the harmonization of positive law with Islamic commercial ethics. Second, documented consumer grievances—including product non-conformity, unilateral contract cancellations, and inadequate dispute resolution—suggest systemic vulnerabilities in existing protection mechanisms. Third, while Indonesia's Consumer Protection Law (Law No. 8/1999) and Electronic Information and Transactions Law (Law No. 11/2008) provide foundational legal frameworks, their implementation in Islamic legal contexts remains under-theorized and empirically underexamined.

The regulations applicable to e-commerce sales agreements are the same as those for general agreements, and continue to be governed by Book III of the Civil Code on Obligations. Every obligation involves the delivery of something, the performance of an act, or the refraining from an act.[4] There are certain matters that are specifically regulated in the Consumer Protection Act and the Electronic Transactions Information Act. The legislation governing

---

[1] Chunxia Sun et al., 'Role of Capital Investment, Investment Risks, and Globalization in Economic Growth', *International Journal of Finance and Economics* 28, no. 2 (2023): 1883–98, https://doi.org/10.1002/ijfe.2514.

[2] Atika Rizkiyanda, 'FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER', *JURISTA: Jurnal Hukum Dan Keadilan* 1, no. 2 (December 2017): 160–71, https://doi.org/10.1234/JURISTA.V1I2.61.

[3] Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 2023): 667–86, https://doi.org/10.26811/PEURADEUN.V11I2.923.

[4] Subekti and R. Tjitrosudibio, *The Civil Code*, (Jakarta: Balai Pustaka, 2012), p. 323.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

electronic transactions or e-commerce is set out in Law No. 11 of 2008 on Electronic Information and Transactions, specifically in Article 1(2), which states that an electronic transaction is a legal act carried out using a computer, a computer network, and/or other electronic media.[5]

Consumer protection law aims to provide protection for consumers in Indonesia. According to the general provisions of Law No. 8 of 1999 on Consumer Protection, consumer protection is defined as "all efforts that ensure legal certainty to provide protection to consumers". Consumer protection also requires a broad perspective and cannot, therefore, be examined solely from a legal standpoint.

The term 'consumer' here refers to 'any person who uses goods and/or services available in society for the benefit of themselves, their family, other people, or other living beings, and not for commercial purposes', as defined in Article 1(2) of Law No. 8 of 1999 on Consumer Protection. In economic transactions, consumer rights are often disregarded by some business operators; therefore, consumer rights need to be protected.[6]

Under the principles of Islamic law, every sale and purchase transaction should be conducted based on mutual benefit, including online transactions. The parties to a sales contract must safeguard the rights of every individual and their property. Any action that may cause harm to a person in the course of business dealings is clearly not justified under Sharia law, as it contradicts Islamic law and the objectives of the Maqashid al-Sharia.

Under the law, a seller, or business operator, is prohibited from falsifying information regarding the details of goods, as stipulated in Article 10 ofNo. 8 of 1999 on consumer protection, which reads: "Business operators, when offering goods and/or services intended for trade, are prohibited from offering, promoting, advertising, or making false or misleading statements regarding the price or rate of goods and/or services, the utility of goods and/or services, conditions, warranties, warranties, rights or compensation regarding a good and/or service, offers of price reductions or attractive gifts, and the risks associated with the use of a good and/or service."

In this regard, there is a case relevant to the subject matter of this discussion, wherein fraud was committed by a seller in a transaction on the online shopping platform Shopee. The goods sold by the seller included

---

[5] Jefferson Hakim, 'EXONERATION CLAUSE ON LAW OF CONSUMER PROTECTION: EFFECTS AND LEGAL EFFORTS', *Jurnal Hukum Dan Peradilan* 8, no. 2 (July 2019): 2, https://doi.org/10.25216/jhp.8.2.2019.297-314.

[6] Happy Susanto, *Consumer Rights in the Event of Loss*, (Jakarta: Visi Media, 2008), p. 22.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

clothing, electronic devices, and other items. The seller's actions caused losses to consumers, as the goods did not meet the consumers' desired criteria and the seller failed to fulfil the obligations incumbent upon a business operator as stipulated in the relevant legislation set out in Article 10 of Law No. 8 of 1999. Consequently, when a business operator acts dishonestly in selling these goods, and a buyer is attracted to the item, the result is a failure to fulfil the obligations made by the seller. An example of this is when shopping for goods online, but the item purchased does not match the image displayed in the listing. One example is a complaint lodged by Warrahmah, with Tracking Number 191215011722955, to Shopee regarding the purchase of a paper trimmer from the online shop 'Quaff Indonesia' on Shopee, using the Cash on Delivery (COD) payment method.[7] when the item was dispatched by the seller via a courier service and delivered to the customer, but the item received by the customer did not match the colour selected by the customer; the customer then reported this complaint to Shopee, but the issue could not be resolved because the seller refused to provide a replacement, citing that stock was out of stock, meanwhile the consumer had paid in full via the Cash on Delivery (COD) payment system to the courier, yet the consumer continued to raise this complaint with Shopee; it turned out the seller refunded half of the consumer's payment via Shopee Pay, and the conversation ended with no further response.[8] In light of this, it is clear that the consumer has suffered a loss due to the behaviour of the seller or business operator.[9]

However, in reality, online transactions on Shopee also involve practices that are detrimental to buyers or consumers. Cases on Shopee identified through our research include breaches of contract, discrepancies between the goods received and those ordered by the consumer, unilateral cancellations, and orders unilaterally cancelled by Shopee due to stock shortages or system errors, even though the consumer had paid in full in advance. Filing a complaint is quite difficult; consumers who have issues with delivery or refunds often face a lack of clarity from Shopee when making a complaint.

---

[7] RR Dewi Anggraeni and Acep Heri Rizal, 'Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan', *SALAM: Jurnal Sosial Dan Budaya Syar-i* 6, no. 3 (2019), https://doi.org/10.15408/sjsbs.v6i3.11531.

[8] Results of the Author's Interview with Warrahmah as a Consumer, on 19 August 2025 held in Keuniree, Pidie.

[9] Rizkiyanda, 'FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER'.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

This ranges from lengthy processes to complaints being ignored.[10]

Despite the theoretical permissibility of e-commerce transactions under Islamic law, contingent upon compliance with Sharia principles, including the absence of gharar (excessive uncertainty), maysir (gambling), riba (usury), and fraudulent misrepresentation (tadlis), empirical evidence suggests persistent violations of consumer rights in digital marketplaces. This study addresses the following research questions: (1) How are consumer protection mechanisms implemented in Shopee transactions involving consumers in Pidie District, and to what extent do these mechanisms align with Islamic legal principles? (2) What are the primary forms of consumer harm experienced in Shopee transactions, and what are the legal consequences under both positive Indonesian law and Islamic jurisprudence? And (3) What hybrid regulatory framework can be proposed to integrate Sharia compliance mechanisms within existing e-commerce consumer protection structures?

DATA AND METHOD

This study employs a qualitative case study design, enabling in-depth examination of consumer protection practices within their natural context.[11] The case is bounded by: (1) geographic location (Pidie District, specifically Sigli City), (2) platform (Shopee), and (3) transaction type (business-to-consumer retail sales). Meanwhile, the normative juridical component examines the congruence between positive legal provisions (UUPK, ITE Law, KUHPer) and Islamic legal principles (fiqh muamalah) regarding consumer protection.[12] This involves statutory interpretation, doctrinal analysis of Islamic legal texts, and examination of DSN-MUI fatwas. Primary data were collected through:

1. Semi-structured interviews (n=5 participants): three consumers who experienced transaction disputes (Mawaddah, Warrahmah, and one additional informant), two Shopee platform administrators, and one

[10] Muhammad Asrul Maulana and Safia Adisty Mutiara Aaliyah Sulaiman, 'Analisis Perlindungan Hukum Terhadap Kekayaan Intelektual Pada Platform Jual Beli E-Commerce', *Res Judicata* 6, no. 1 (2023), https://doi.org/10.29406/rj.v6i1.5269.

[11] Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

[12] Reza Banakar, 'Normativity in Legal Sociology: Methodological Reflections on Law and Regulation in Late Modernity', *Normativity in Legal Sociology: Methodological Reflections on Law and Regulation in Late Modernity*, 1 January 2015, 1–292, https://doi.org/10.1007/978-3-319-09650-6.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

religious scholar (ulama) providing expert Islamic legal opinion. Participants were selected through purposive sampling based on documented dispute experiences.

2. Documentary analysis: Transaction records, complaint documentation, and platform terms of service for the specific disputed transactions (tracking number: 191215011722955 and associated pre-order cancellations).
3. Direct observation: Review of the @mawaddah and @warahmah account interfaces, including product listings, transaction histories, and complaint threads.

Data were analyzed using thematic analysis with a hybrid deductive-inductive approach.[13] Deductive codes derived from Islamic legal requirements (contract validity conditions, khiyar applications) and positive law provisions (consumer rights under UUPK Articles 4, 8, 19). Inductive codes emerged from participant narratives regarding harm experiences and complaint processes.

RESULT AND DISCUSSION

A. Theoretical Approach

This research integrates three theoretical perspectives. First, contract theory under Indonesian civil law (Kitab Undang-Undang Hukum Perdata/KUHPer) provides the foundational understanding of online agreement formation, particularly Articles 1313-1320 governing valid contract requirements. Second, consumer protection theory, as articulated by Hakim, emphasizes the principle of information asymmetry and the consequent need for regulatory intervention.[14] Third, Islamic commercial jurisprudence (fiqh muamalah) contributes the conceptual apparatus of khiyar (option rights), 'aqd (contract) validity conditions, and the maqashid al-Shariah framework, particularly the objective of wealth protection (hifdz al-mal).[15]

According to R. Subekti, a contract is an event in which one person makes

[13] Mark Van Hoecke, 'Methodology of Comparative Legal Research', *Recht En Methode in Onderzoek En Onderwijs*, ahead of print, 2016, https://doi.org/10.5553/rem/.000010.

[14] Hakim, 'EXONERATION CLAUSE ON LAW OF CONSUMER PROTECTION'.

[15] Rozatul Fadilla Azza, Chairul Fahmi, and Riza Afrian Mustaqim, 'LEGAL PROTECTION FOR LOCAL PRODUCTS IN ASEAN MARKET LIBERALISM: A Legal Analysis and Fiqh Muamalah Perspective', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 7, no. 1 (January 2026): 128–51, https://doi.org/10.22373/al-mudharabah.v7i1.9675.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

a promise to another, or when two people mutually promise to carry out a certain act. From this event arises a legal relationship between the two parties, known as a contractual obligation. The agreement gives rise to a contractual relationship between the two parties who enter into it. In form, the agreement consists of a series of words containing promises or undertakings that are spoken or written.[16]

Purwahid Patrik argues that a contract is "an act that takes place in accordance with the formalities of existing legal regulations, depending on the convergence of the wills of two or more persons, aimed at giving rise to legal consequences in the interests of one party at the expense of the other, or for the mutual benefit of both parties.[17] Article 1313 of the Civil Code states that a contract is "an act whereby one or more persons bind themselves to one or more other persons."

The legal consequences of a contract essentially arise from the legal relationship formed by the contract, namely in the form of rights and obligations. The fulfilment of these rights and obligations constitutes one of the legal consequences of a contract. Furthermore, these rights and obligations give rise to a reciprocal relationship between the parties; that is to say, an obligation on the part of the first party constitutes a right for the second party, and conversely, an obligation on the part of the second party constitutes a right for the first party. Thus, the legal consequence here is nothing other than the performance of the contract itself.

The concept of sale and purchase is not explicitly defined in consumer protection law. Historically, consumer protection has primarily adhered to the principle of privity of contract. This means that a business operator can only be held legally liable where there is a contractual relationship between them and the consumer.

Consequently, there is a view that consumer protection law is closely linked to contract law, particularly civil contract law.[18] As with consumer protection law, there are legal aspects that govern it, one of which is civil law. The term 'sales contract' derives from the translation of 'contract of sale'. Sales contracts are regulated in Articles 1457 to 1540 of the Civil Code. A sale is defined as an agreement whereby one party undertakes to deliver a tangible

---

[16] R. Subekti & Citra Aditya Bhakti, *Contract Law*, (Jakarta: Citra Aditya Bhakti, 1987), p. 6.

[17] Purwahid Patrik, *Civil Law III: Obligations Arising from Statutes,* (Semarang: Tiga Pustaka, 1987), p. 3.

[18] Shidarta, Consumer Protection Law in Indonesia, (Jakarta: PT Grasindo, 2006), p. 122.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

item, and the other party undertakes to pay the agreed price (Article 1457 of the Civil Code)

B. The Theory of Legal Protection

Legal protection is a guarantee provided by the state to all parties to enable them to exercise their legal rights and interests in their capacity as legal subjects.[19] According to Satjito Rahartjo, legal protection is an effort to protect a person's interests by allocating a fundamental human right to them to act in their own interests of that person.[20] According to Setiono, legal protection is an action or effort to protect society from arbitrary acts by those in power that are inconsistent with legal regulations, in order to establish order and tranquillity, thereby enabling people to enjoy their dignity as human beings.[21]

According to Muchsin, legal protection is an activity to protect individuals by harmonising the values or principles that manifest themselves in attitudes and actions, thereby creating order in social interactions between fellow human beings.[22]

According to the KBBI, the definition of legal terminology in Indonesian refers to rules or customs that are officially considered binding, which are established by the authorities or the government, such as laws, regulations, and so on, to govern social interaction; standards or principles concerning specific natural phenomena; decisions or rulings handed down by judges in court; or verdicts.[23]

In essence, legal protection makes no distinction between men and women. As a constitutional state founded on the principles of Pancasila, Indonesia must provide legal protection to its citizens; consequently, such legal protection will give rise to the recognition and protection of human rights, both as individuals and as social beings, within the framework of a unitary state that upholds the spirit of kinship to achieve the common good.

---

[19] Iwandi Iwandi, Rustam Efendi, and Chairul Fahmi, 'THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), https://doi.org/10.22373/al-mudharabah.v5i2.3409.

[20] Satjito Raharjo, *Other Aspects...*, p. 121.

[21] Setiono, *Rule of Law...*, p. 1.

[22] Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, 'MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 242–63, https://doi.org/10.22373/JURISTA.V7I2.228.

[23]Compilation Team of the Centre for Language Development and Promotion, *The Great Dictionary of the Indonesian Language*, Second Edition, 1st printing, (Jakarta: Balai Pustaka, 1991), p. 595.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

Various definitions have been put forward and written by legal experts, which essentially provide an almost identical definition, namely that law comprises rules governing human behaviour. In the Great Dictionary of the Indonesian Language, 'perlindungan' derives from the word 'lindung', which means to shelter, prevent, defend, and fortify. Meanwhile, 'perlindungan' means conservation, maintenance, safeguarding, refuge, and shelter.

Generally speaking, protection means safeguarding something from harm; this 'something' may be an interest, an object, or a possession. Furthermore, protection also implies the care and support provided by one person to another who is in a weaker position. Thus, legal protection can be defined as protection afforded by the law or protection achieved through legal institutions and mechanisms.

However, in law, legal protection is defined as all measures taken consciously by individuals or government and private institutions to ensure security, control, and the fulfilment of the right to a decent standard of living in accordance with existing human rights, as stipulated in Law No. 39 of 1999 on Human Rights. Fundamentally, legal protection makes no distinction between men and women. Indonesia, as a nation governed by the rule of law based on Pancasila, must provide legal protection to its citizens; consequently, such legal protection will give rise to the recognition and protection of human rights in their capacity as both individuals and social beings within the framework of a unitary state that upholds the spirit of kinship to achieve shared prosperity.

C. An Islamic Legal Perspective on Consumer Protection in Online Transactions

In every business agreement, the terms must be clearly understood by the contracting parties to avoid disputes between them. To achieve this objective, Islamic law requires tautsiq (binding) in *mu'amalah* contracts, stipulating that every transaction must be recorded (*kitabah*), witnessed (*isyhad*), and may include a guarantee.[24] Once the agreement is clear, the terms of sale must also incorporate elements of fairness and commitment. Online sales are permitted provided they do not involve elements of gambling (*maysir*), uncertainty (*gharar*), usury (*riba*), or fraud.[25]

[24] Yusuf Hamid al-Alim, *General Objectives of Islamic Sharia,* p. 522.

[25] Chairul Fahmi, 'Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia', *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 2024): 1.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

The Application of the Maqashid al-Shari'ah in Islamic Economic Provisions. The application of the maqashid al-shari'ah constitutes an elaboration of the overarching maqashid (objectives) of the h*ifdzul mal* (preserving and fulfilling the needs and interests of wealth). Safeguarding and fulfilling the needs regarding wealth may sometimes relate to how it is acquired (*min janibi al-wujud)* or to the preservation of wealth already possessed (*min janibi al-adam*). Hifdzul mal is also referred to as a set of principles in the field of muamalah; these principles are elaborated upon through the maqashid 'ammah (general objectives) and maqashid khassah (specific objectives), which are numerous in number.[26]

Maqashid al-ammah (general objectives) are objectives prescribed by several sets of laws or across different laws.[27] Meanwhile, *maqashid al-khassah* (specific objectives) are objectives prescribed by a specific law. Maqashid al-khassah (specific objectives) are also known as *maqashid al-juz'iyah.*

Maqashid khassah (specific objectives) are the result of istiqra' (study) by scholars of the nash and the laws of Sharia, leading to certainty (qath'i) that Sharia has established them as objectives that produce consequences and implications. Below are some examples of general objectives ( ) and specific objectives (maqashid khassah) as examples of the application of the objectives of Sharia.

D. The Implementation of Consumer Protection for consumers shopping on the Shopee app in the Pidie District of Aceh Province

The sales contract on the Shopee app is essentially the same as a standard sales contract; the only difference lies in the medium used. As time evolves, everything becomes increasingly simplified. Information technology has made buying and selling even more sophisticated. Online sales methods, requiring only an internet connection, can now be used for all transactional needs; many people utilise this system as it is more effective and efficient.

The sales contract on the Shopee app is one where the seller and buyer do not physically meet, yet both derive mutual benefit or have a mutual need for one another. However, they can communicate via the internet, such as

[26] Chairul Fahmi, 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)', *Tsaqafah: Jurnal Peradaban Islam* 8, no. 2 (May 2016): 295–309, https://doi.org/10.21111/tsaqafah.v8i2.27.

[27] Raudhatul Jannah, Chairul Fahmi, and Azka Amalia Jihad, 'Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah', *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (June 2024): 1, Indonesia, Asia.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

through the chat facility within the app and other features, without the need for an intermediary. Thus, in online transactions, the parties involved—who constitute one of the essential elements of a sales contract—have agreed to the terms.

As stated by M. Iqbal, the Shopee admin, the buying and selling transactions carried out via the Shopee app involve displaying catalogues of items for sale, showing front, side, and rear views so that buyers can see everything clearly, as well as detailing the specifications of the items. Furthermore, on each catalogue, the price of the item is also displayed. This fulfils the conditions of a salam sale.[28] Ahmad Fauzi, the Shopee Administrator, also added that the Shopee online marketplace applies the khiyar contract, whereby if a transaction has been completed up to the point of order fulfilment, it may be immediately cancelled by the buyer should they have any doubts about the purchase. The aim is to ensure that neither party is disadvantaged. [29]

In this transaction, the 'khiyar syarat' was applied, which is the right held by one or both parties to the contract—or by a third party—to either proceed with the contract or rescind it within a specified period, in accordance with the agreement and established regulations. In the Shopee transaction at that time, the maximum timeframe was 2x24 hours. Mawaddah has been using the Shopee app since early 2018; from the very first time she used the app, there were no issues from placing the order through to the delivery of the goods until they were received. She usually used the Shopee app to buy equipment and other necessities; examples of items she purchased whilst using the Shopee app included: ordering clothes via the pre-order system and beauty products.

However, in early 2025, around July, when she ordered a custom-made dress according to her specifications—which was supposed to arrive 15 days after the order was placed— the item was subsequently cancelled by Shopee, as it exceeded the time limit stipulated in the terms and conditions for the Pre-Order system within the Shopee app. Subsequently, Shopee refunded the payment via ShopeePay. As a result, the buyer was dissatisfied with Shopee's policy regarding the short ordering timeframe, as this meant they did not

[28] Results of the Author's Interview with M. Iqbal, Shoopee Administrator, 26 February 2026, held in Keuniree, Pidie.

[29] Results of the author's interview with Ahmad Fauzi, Shopee Administrator, on 26 February 2026 at Keuniree, Pidie.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

receive the item they had ordered.[30]

Warrahmah, with tracking number 191215011722955, to Shopee regarding the purchase of a paper trimmer from the online shop 'Quaff Indonesia' on Shopee, using the Cash On Delivery (COD) payment method, when the item was dispatched by the seller via a courier service and delivered to the customer, but the item received by the customer did not match the colour selected by the customer; the customer then reported this complaint to Shopee, but the issue could not be resolved because the seller refused to provide a replacement, citing that stock was out of stock, meanwhile the consumer had paid the full amount via the Cash on Delivery (COD) system to the courier, yet the consumer continued to raise this complaint with Shopee; it turned out the seller refunded half of the consumer's payment via Shopee Pay, and the conversation ceased without further response.[31] In light of this, it is clear that the consumer has suffered a loss due to the behaviour of the seller or business operator.

E. An Islamic Legal Review of Consumers Shopping on the Shopee App

In Islam, every type of transaction is permitted provided that it adheres to and is in accordance with Islamic law. The basic principle regarding *mu'amalah* is that it is permissible unless there is evidence to prohibit it. According to this principle, all types of transactions under Islamic economic law are permitted provided they comply with the principles of Sharia and do not conflict with the Quran and the Hadith.

As the contracting parties, the consumer and the company are bound by a mutually agreed contract which must be honoured. In Islam, the main elements of a transaction are the shighat or ijab and qabul, which express the will of al-muta'aqidain (the two parties to the transaction) and the mutual commitment of both parties through a legally prescribed method (mensyari'atkan) that is clearly evident at the place of the transaction.[46] Ijab and qabul may be performed explicitly (sharih) or implicitly (kinayah).[32]

An agreement sets out the rights and obligations of both parties, which must be honoured, as Islam teaches us to keep our promises so as not to be

[30] Results of the author's interview with Mawaddah as a consumer, on 19 February 2026, held in Keuniree, Pidie.

[31] Results of the author's interview with Warrahmah, a consumer, on 19 February 2026, held in Keuniree, Pidie.

[32] Miftahul Khairi, *Encyclopaedia of Fiqh Muamalah from the Perspective of the Four Madhhabs*, (Yogyakarta: Maktabah Al-Hanif, 2014), p. 311.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

counted amongst the hypocrites. If, during a transaction, one party commits a breach of duty that results in a loss, they must bear the risk and be held accountable in accordance with the terms of the agreement in force. The contract agreed upon in the transaction for the delivery of goods serves as evidence of a valid agreement between both parties, as set out in the proof of payment or the delivery receipt held by the consumer, which contains the terms and conditions of the transaction and the liability for compensation that is appropriate and fair. As explained in the verse of Allah in Surah Yusuf 12:72, which reads: The messengers said: 'We have lost the king's cup, and whoever returns it shall receive a load of provisions (equivalent to) a camel's load, and I guarantee it.'

The verse explains the provision of fair compensation for services that are appropriate and proportionate for an individual; this type of work also falls under ijarah amal, which is a contract for services involving human labour or effort, commonly referred to as 'wage labour'. The provision of appropriate compensation and clear information in the verse above serves as a guideline for the practices that should be followed on the Shopee app or by business operators.

Results of interviews with consumers who feel they have been wronged because the seller has not taken responsibility for the mistakes made. Islam teaches its followers to fulfil contracts in accordance with the terms mutually agreed upon. The parties involved have rights and obligations which must be fulfilled by each party in accordance with the terms of the contract. The obligation of the business operator is to deliver or send the goods to their destination safely and securely. Meanwhile, the consumer's obligation is to pay for the goods they have purchased.

Buying and selling via the Shopee app is essentially the same as buying and selling in general, except that it is conducted via electronic media using the internet. Transactions take place without a face-to-face meeting between the seller and the buyer, yet they still fulfil the elements of a sale, such as the parties entering into a contract, the object being sold, the price, and the agreement. Through the catalogue feature, product descriptions, prices, and chat facilities, consumers can obtain information before making a purchase.[33]

[33] Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, 'ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

In practice, Shopee also provides a mechanism for cancelling transactions within a certain timeframe (2x24 hours), which can be likened to the right of choice (khiyar), so that consumers have the opportunity to cancel an order if they have any doubts. However, based on field findings in Sigli, there are several issues faced by consumers. In the first case, a consumer experienced a unilateral cancellation of a pre-order because the deadline set by the Shopee system had passed. Although the funds were refunded via Shopee Pay, the consumer felt aggrieved because they did not receive the item they had wanted.[34]

In the second case, the consumer received goods that did not match the colour specifications ordered via the Cash on Delivery (COD) payment system. The seller was unwilling to replace the goods, citing a lack of stock, and only refunded part of the payment. The complaint was not handled effectively. This resulted in a loss for the consumer and demonstrated that the seller had not fully fulfilled their responsibilities.[35]

Generally speaking, Shopee's consumer protection practices do have complaint and refund mechanisms in place, but there are still challenges in their implementation, particularly regarding seller liability and dispute resolution. From an Islamic legal perspective, sales and purchase transactions conducted via electronic media are, in principle, permissible provided they comply with the principles of Sharia.[36] The principles of Islamic jurisprudence state that the default ruling regarding commercial transactions is permissibility, unless there is evidence to the contrary. Therefore, transactions on Shopee are valid provided they fulfil the essential elements and conditions of a sale, such as the exchange of offer and acceptance, clarity regarding the subject matter, and the consent of both parties.

A contract in a Shopee transaction is formed when a seller offers goods via the catalogue, and the buyer accepts the offer by placing an order and making payment. The transaction receipt and delivery note serve as

---

[34] Jannah, Fahmi, and Jihad, 'Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah'.

[35] Iwandi, Efendi, and Fahmi, 'THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM'.

[36] Anis Abdul Rauf, Chairul Fahmi, and Muhammad Husnul, 'THE LEGAL ENFORCEMENT OF CONSUMER PROTECTION LAW IN THE CIRCULATION OF IMPORTED PHARMACEUTICALS: A Comparative Study Between Indonesia and Malaysia', *JURISTA: Jurnal Hukum Dan Keadilan* 10, no. 1 (February 2026): 192–209, https://doi.org/10.22373/jurista.v10i1.363.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

evidence of the agreement between the two parties.[37] Islam emphasises the importance of honouring contracts and fulfilling responsibilities. In the Qur'an, Surah Yusuf, verse 72, the principles of guarantee and responsibility within a contract are explained. If one party commits an error that causes a loss, they are obliged to provide fair compensation.[38]

Based on the case in question, unilateral cancellation and non-conformity of goods indicate problems in the execution of the contract. Under Islamic law, the seller is obliged to act in good faith and take responsibility for the goods being sold. If an error occurs, full and fair compensation must be provided so as not to cause loss to either party. Overall, transactions via Shopee are permitted under Islamic law, but their execution must uphold the principles of justice, honesty, responsibility, and fulfilment of the contract so that consumers' rights remain protected.

CONCLUSION

The findings of this study indicate that online buying and selling via the Shopee app essentially fulfils the elements of a sales contract as stipulated by law, including Islamic law. Transactions are conducted via electronic means and involve an offer, acceptance, the subject matter of the transaction, the price, and an agreement between the seller and the buyer. However, in practice, various issues that are detrimental to consumers are still found, such as unilateral cancellation, goods not matching the description, a lack of seller accountability for errors committed, and the slow handling of complaints by both the seller and the platform. These conditions indicate that consumer protection in online transactions has not yet been optimally implemented. Errors committed by sellers, the absence of a response from sellers to complaints raised by buyers, and sellers failing to take responsibility for their mistakes are common issues. According to Islamic law, all types of commercial transactions are permitted provided they adhere to and comply with the established principles of Islamic law. Sales and purchase transactions are permitted provided they fulfil the principles of Sharia,

[37] Rizkiyanda, 'FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER'.

[38] Muhammad Azrial Aksar and Muhammad Iqbal, 'REWARD SYSTEM FOR ACHIEVING MARKETING TARGETS ACCORDING TO ISLAMIC ECONOMIC LAW: A STUDY ON PT FIF BANDA ACEH INDONESIA', *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (November 2024): 2, Indonesia, Malaysia, United Kingdom, https://doi.org/10.22373/jurista.v8i2.171.

DOI: http://www.doi.org/10.22373/jurista.v10i1.383

namely honesty, justice, transparency, accountability, and the absence of elements of gharar (uncertainty), fraud, or injustice. The seller is obliged to fulfil the agreed contract and is liable for any losses incurred by the consumer should an error occur in the transaction. Thus, the protection of consumer rights is an essential part of ensuring fair transactions that are in accordance with the values of Islamic Sharia.

Based on the findings of this study, the researchers have made the following recommendations: to sellers and online businesses, it is hoped that they will be more honest, trustworthy and responsible in offering and delivering goods to consumers in accordance with the descriptions provided; to Shopee as the platform provider, it is hoped that they will improve the consumer protection system, expedite the resolution of complaints, and impose strict sanctions on sellers who cause harm to consumers; to consumers, it is hoped that they will be more careful before making online transactions, read product details carefully, and understand their rights as consumers to avoid losses; and the government is expected to enhance oversight of e-commerce practices and strengthen the implementation of the Consumer Protection Act and regulations on electronic transactions to ensure legal certainty for the public; ; and the public, particularly the younger generation, is expected to improve their understanding of Islamic commercial law so that they can conduct online transactions in accordance with Islamic law and avoid practices that are detrimental to either party.

BIBLIOGRAPHY

Achyar, Muhammad, Chairul Fahmi, and Riadhus Sholihin. 'ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS'. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

Aksar, Muhammad Azrial, and Muhammad Iqbal. 'REWARD SYSTEM FOR ACHIEVING MARKETING TARGETS ACCORDING TO ISLAMIC ECONOMIC LAW: A STUDY ON PT FIF BANDA ACEH INDONESIA'. *JURISTA: Jurnal Hukum dan Keadilan* 8, no. 2 (November 2024): 2. Indonesia, Malaysia, United Kingdom. https://doi.org/10.22373/jurista.v8i2.171.

Anggraeni, RR Dewi, and Acep Heri Rizal. 'Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum

Perdataan'. *SALAM: Jurnal Sosial dan Budaya Syar-i* 6, no. 3 (2019). https://doi.org/10.15408/sjsbs.v6i3.11531.

Armia, Muhammad Siddiq. *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*. Edited by Chairul Fahmi. Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022.

Azza, Rozatul Fadilla, Chairul Fahmi, and Riza Afrian Mustaqim. 'LEGAL PROTECTION FOR LOCAL PRODUCTS IN ASEAN MARKET LIBERALISM: A Legal Analysis and Fiqh Muamalah Perspective'. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah 7, no. 1 (Januari* 2026): 128–51. https://doi.org/10.22373/al-mudharabah.v7i1.9675.

Banakar, Reza. 'Normativity in Legal Sociology: Methodological Reflections on Law and Regulation in Late Modernity'. *Normativity in Legal Sociology: Methodological Reflections on Law and Regulation in Late Modernity*, 1 January 2015, 1–292. https://doi.org/10.1007/978-3-319-09650-6.

Fahmi, Chairul. 'Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia'. *Proceedings of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 2024): 1.

———. 'Revitalisasi Penerapan Hukum Syariat di Aceh (Kajian Terhadap UU No.11 Tahun 2006)'. *Tsaqafah: Jurnal Peradaban Islam* 8, no. 2 (May 2016): 295–309. https://doi.org/10.21111/tsaqafah.v8i2.27.

———. 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia'. *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 2023): 667–86. https://doi.org/10.26811/PEURADEUN.V11I2.923.

Fahmi, Chairul, Audia Humairah, and Ayrin Sazwa. 'MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT'. *JURISTA: Jurnal Hukum dan Keadilan* 7, no. 2 (December 2023): 242–63. https://doi.org/10.22373/JURISTA.V7I2.228.

Hakim, Jefferson. 'EXONERATION CLAUSE ON LAW OF CONSUMER PROTECTION: EFFECTS AND LEGAL EFFORTS'. *Jurnal Hukum dan Peradilan* 8, no. 2 (July 2019): 2. https://doi.org/10.25216/jhp.8.2.2019.297-314.

Hoecke, Mark Van. 'Methodology of Comparative Legal Research'. *Recht en Methode in Onderzoek en Onderwijs*, ahead of print, 2016. https://doi.org/10.5553/rem/.000010.

Iwandi, Iwandi, Rustam Efendi, and Chairul Fahmi. 'THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM'. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 4, no. 2 (2023). https://doi.org/10.22373/al-mudharabah.v5i2.3409.

Jannah, Raudhatul, Chairul Fahmi, and Azka Amalia Jihad. 'Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah'. *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (June 2024): 1. Indonesia, Asia.

Maulana, Muhammad Asrul, and Safia Adisty Mutiara Aaliyah Sulaiman. 'Analisis Perlindungan Hukum Terhadap Kekayaan Intelektual Pada Platform Jual Beli E-Commerce'. *Res Judicata* 6, no. 1 (2023). https://doi.org/10.29406/rj.v6i1.5269.

Rauf, Anis Abdul, Chairul Fahmi, and Muhammad Husnul. 'THE LEGAL ENFORCEMENT OF CONSUMER PROTECTION LAW IN THE CIRCULATION OF IMPORTED PHARMACEUTICALS: A Comparative Study Between Indonesia and Malaysia'. *JURISTA: Jurnal Hukum Dan Keadilan* 10, no. 1 (February 2026): 192–209. https://doi.org/10.22373/jurista.v10i1.363.

Rizkiyanda, Atika. 'FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER'. *JURISTA: Jurnal Hukum dan Keadilan* 1, no. 2 (December 2017): 160–71. https://doi.org/10.1234/JURISTA.V1I2.61.

Sun, Chunxia, Hafiz Syed Mohsin Abbas, Xiaodong Xu, Samreen Gillani, Saif Ullah, and Muhammad Ahsan Ali Raza. 'Role of Capital Investment, Investment Risks, and Globalization in Economic Growth'. *International Journal of Finance and Economics* 28, no. 2 (2023): 1883–98. https://doi.org/10.1002/ijfe.2514.