
Double Perception of E-Commerce Transactions According to Islamic Economic Law and Law No. 11/2008

Mafhatus Zahrah¹, Damanhuri²

¹ Annuqayah University, Indonesia; zmafhal@gmail.com

² Annuqayah University, Indonesia; e-mail@gmail.com

Received: 20/04/2026

Revised: 11/05/2026

Accepted: 15/06/2026

Abstract

The rapid development of information technology has significantly accelerated the growth of e-commerce as a dominant form of modern trade. Despite its benefits, e-commerce also presents challenges, including product discrepancies, disputes between buyers and sellers, issues of contract validity, transaction transparency, and consumer protection. This study examines e-commerce transactions from the perspectives of Islamic Economic Law and Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). Particular attention is given to the limitations of verification in online transactions, which may create elements of gharar (uncertainty) and affect the validity of contracts under Sharia principles. The study also explores consumer protection provisions under Articles 28 and 45 of the ITE Law regarding misleading information in electronic transactions. Using a normative juridical approach, this research analyzes relevant legal regulations, concepts, and literature. The findings reveal that e-commerce transactions are permissible under Islamic Economic Law when they adhere to the principles of transparency, honesty, and adequate verification. Furthermore, the ITE Law provides legal certainty and safeguards consumers against potential losses arising from digital transactions. The study concludes that integrating Sharia principles with national legal frameworks is essential to establishing a secure, fair, and trustworthy e-commerce environment that supports sustainable digital economic growth.

Keywords

Validity of E-Commerce Transactions; Islamic Economic Law; ITE Law No.08 of 2008

Corresponding Author

Mafhatus Zahrah

Annuqayah University, Indonesia; zmafha@gmail.com

1. INTRODUCTION

The current popular muamalat phenomenon is buying and selling via E-commerce, which is loved by traders, affiliates, content creators, freelancers, and so on. This is triggered by the sophistication of technology 5.0, which changes people's behavior in transactions. Indonesian law is also facilitates with Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law), regulations of Law No. 19 of 2016, Law No. 08 of 1999 concerning consumer protection, and Government Regulation of 2019 concerning the implementation of electronic systems and transactions (PP PSTE). This regulation



© 2026 by the authors. Submitted for possible open access publication under the terms and conditions of the Creative Commons Attribution 4.0 International License (CC BY) license (<https://creativecommons.org/licenses/by/4.0/>).

is in line with the Sharia principles of buying and selling and legal contracts in Islam. (Hana & Mufidah, n.d.)

Buying and selling are voluntary exchanges of valuable goods (Parmujianto, 2019). At the same time, e-commerce transactions facilitate *ijab-qabul* via proof of transfer without physical presence. This is obtained in Islam as long as it does not contain MAHGRIIB (maysir, gharar, and riba), the goods are halal, clear, and in accordance with the order. Several studies, such as Firtia (2017) and Riswanda & Astri (2024), conclude that business E-commerce is legal without any uncertainty, that the goods are not haram, (such as drugs, stolen goods, corruption, money laundering), and that transactions are based on voluntary consent (Squirrelly).

Buying and selling is shari'a'at *Ittihad al-Majlis*, which is based on the opinion of Yahya bin Syaraf al-Nawawi in the book *Raudhah Al-Talibin Al 'Umdah Al-Muftin*. Perception "Ceremony" is required to give in it, namely *Tawajub Ceremony* (mutually determined), which results in a connection between *ijab qabul*, and there is no consideration of the place of the contract. *Ittihad al-Majlis* is defined by the term *fi hukm ittihad al-madjlis* (in the position of one assembly with a unity of places that have a great influence in transactions). It is divided into three parts: *Ittihad al-Makan* (one place), *Ittihad az-zaman* (time), and *Ittihad al-Haiah* (position). Digital media is made into a place far away via *Taaddud al-Makan fi manzilah ittihad al-makan* (Separation of places is legally considered to be a unity of place). (Afifah, 2019)

The relevance of the method of selling e-commerce transactions includes three significant points, one of which is professional time management to ensure *ittihad al-zaman*. *Ittihad al-zaman* suggests a contract without a break, so a strict schedule, such as 3 hours/day, which maintains operational continuity. This approach is in line with the Sharia *maqasid* of ease of transactions. E-commerce actors with daily discipline curtail the risk of contract cancellation due to time zone differences or overload. This increases the legitimacy of Islamic law and business ethics. Fatwa DSN_MUI No. 146/DSN_MUI/IX?2021 states that e-commerce transaction contracts in virtual assemblies via digital platforms fulfill contemporary *ittihad al-Majlis*. This fatwa emphasizes the prohibition of MAGHRIB, provided that goods are transparent, payments are halal, and real-time transaction logs are maintained.

In the digital era, e-commerce facilitates global buying and selling transactions without time or place constraints. Indonesia regulates consumer protection through Law No. 8 of 1999 concerning Consumer Protection and Government Regulation No. 80 of 2019 concerning trade through Electronic Systems. The law guarantees consumers' rights to true, clear, and honest information about goods/services (Izazi et al., 1999). Consumers also have the right to the security of use of goods, as well as the right to exchange them under the guarantee. Among the digital platforms are Amazon, Shopee, Bukalapak, Tokopedia, and Blibli, which meet a variety of people's needs.

According to Islamic law, E-commerce buying and selling transactions are similar to bai' as-salam in terms of payment and delivery of goods. Conventional bai' as-salam (Mawardi et al., 2025), the parties meet each other, while bai' as-salam E-commerce using delivery services such as JNE and Pos. This harmony emerged to fulfill the pillars and legal conditions of the Islamic contract, without any elements prohibited in Islamic law. So, questions arise about the legitimacy of E-Commerce buying and selling transactions amid the chaos of technological sophistication.

Therefore, this study aims to examine the suitability of e-commerce sales and purchase contracts from the perspectives of Islamic law and Law Regulation No. 04 of 2021, particularly regarding the principles of ittihad al-majlis, bai' as-salam, and consumer protection. This discussion is also intended to identify two perceptions in the field of muamalah amid the chaos of current technological development. Therefore, the researcher is interested in discussing the validity of e-commerce transactions from the perspective of contemporary jurisprudence and Law No. 04 of 2021.

2. METHOD

This research employs a qualitative method with a descriptive-analytical approach. The qualitative method was chosen because the study focuses on understanding legal concepts, principles, and norms governing e-commerce transactions rather than measuring them through numerical data. Through this approach, the research seeks to comprehensively describe and interpret the phenomenon of electronic commerce, particularly in relation to the principles of Islamic Economic Law and the applicable legal framework in Indonesia.

The descriptive aspect of the study aims to portray the actual conditions of e-commerce transactions that have become an integral part of modern economic activities. The research examines how buying and selling activities are conducted on digital platforms, including the processes of offering goods and services, entering into electronic agreements, using payment mechanisms, and delivering products. This description provides a clear picture of the practical implementation of e-commerce in contemporary society.

Furthermore, the analytical aspect of the research focuses on assessing the conformity of e-commerce practices with the principles of Islamic Sharia. The analysis focuses on the essential elements of transactions in Islamic law, such as the existence of contracting parties, the object of the contract, offer and acceptance (ijab and qabul), and the fulfillment of ethical values such as honesty, transparency, and fairness. Particular attention is given to potential legal issues arising in online transactions, including uncertainty, fraud, and misleading information.

The study relies on library research as its primary data source. Various references are examined, including classical and contemporary fiqh muamalah literature, scholarly journals, legal commentaries, and statutory regulations. Special emphasis is placed on contemporary Islamic legal discussions of digital transactions, as well as on Law Number 11 of 2008 on Electronic Information and Transactions, which serves as the primary legal framework governing electronic commerce in Indonesia.

From the perspective of Islamic law, the Qur'an and Hadith provide the normative foundation for the legitimacy of commercial transactions, including those conducted through electronic media. Islamic teachings permit trade and economic exchange as long as they are carried out in accordance with sharia principles. Therefore, e-commerce transactions are lawful when they are free of prohibited elements such as *maysir* (gambling or speculation), *gharar* (excessive uncertainty), and *riba* (usury or unjustified gain), and are based on mutual consent (*ridha*) between the contracting parties.

By combining descriptive and analytical methods, this research seeks to provide a comprehensive understanding of muamalat practices in the era of technological advancement. The analysis of relevant literature, legal regulations, and academic studies enables the research to identify both the opportunities and challenges of e-commerce from an Islamic legal perspective. Ultimately, the study contributes to a deeper understanding of how Islamic principles can be applied to contemporary digital transactions while maintaining legal certainty, justice, and consumer protection.

3. FINDINGS AND DISCUSSION

3.1. E-Commerce Transaction Users in Indonesia

E-commerce is one of the platforms often accessed for up to 47 hours a day. This activity supports the volume of e-commerce transactions, which increased by up to 29.6% and continues to increase every year (*dewataalks.blog*, 2025). According to the Ministry of Trade, the number of e-commerce users in Indonesia increased by 69% during the period 2020-2024. (*databoks.katadata.co.id*, 2025)

The popularity of e-commerce stems from its efficiency and time-saving benefits. Consumers can buy necessities on digital platforms such as Shopee, Tokopedia, Lazada, Amazon, and Blibli. Starting from daily products, electronic goods, beauty products, and many more. E-commerce also facilitates consumer transactions integrated with digital payments, such as Dana, OVO, gopay, e-wallets, and M-banking.

In 2020, the value of e-commerce transactions increased by 29.6% from the previous year. The following is data on the year-over-year growth in the value of e-commerce transactions:

Table 1. Percentage of e-commerce users in 2020-2024

Yes	Year	Number of Volumes	Percentage
1.	2020	Rp. 266.3 trillion	29,6%
2.	2021	Rp. 401.1 trillion	50,7%
3.	2022	Rp. 476.3 trillion	18,7%
4.	2023	Rp. 453.75 trillion	-4,7%
5.	2024	IDR 487.01 %	7,3%

The data was obtained from Ivan Kurniawan's blog on April 23, 2025

The data shows that the value of e-commerce transactions continues to escalate, with high volumes every year, except in 2023, which was the post-COVID-19 year. Based on data released by KADIN, 22% of MSEs were digitized in 2022. In August 2022, 20.24 million MSMEs in Indonesia were digitized. The percentage is accumulated at 30% of the total number of MSMEs in Indonesia.

Based on the Kredivo report and Bank Indonesia data, the transaction value of E-commerce Indonesia in 2020 reached IDR 266.3 trillion, an increase of 29.6% from 2019, when it reached IDR 205.5 trillion. The number of transactions also increased sharply from 80 million in 2019 to around 140 million transactions by August 2020. In terms of product categories, the largest contribution comes from Gadgets and accessories (34%), followed by fashion and accessories (15%). Other categories, such as health and beauty, credit and vouchers, home appliances, and others, each account for between 1–7% of the total transaction value. (Utami et al., 2021)

In E-commerce Indonesia in 2025, 48.4% of respondents made 1 transaction per month (Data.goodstats, 2025). The following transaction data for E-commerce Year 2025:



Figure 1. Frequency of E-commerce Transactions in Indonesia

The image is data from the Ministry of Communication and Digital (Komdigi) showing that the majority of Indonesians have actively transacted in e-commerce. As many as 48.4% of respondents shop online at least once a month, while 32.4% do so less than once per month. In addition, 17.2% of respondents transact at least once a week, and 2.1% even shop every day. These findings illustrate a significant change in people's consumption patterns. The data were obtained from a survey of 18,564 respondents aged 15–64 in 38 provinces by 2025, with a 95% confidence level and a margin of error of 5%.

Meanwhile, the report *Cashing in on the Digital Boom* (GoodStats, 2025) by Mandiri Institute reveals that the value of e-commerce transactions in Indonesia is estimated to reach Rp 487 trillion, the highest since 2017. The value of this transaction shows rapid growth, from IDR 42 trillion in 2017 to IDR 106 trillion in 2018, IDR 206 trillion in 2019, IDR 253 trillion in 2020, then jumped to IDR 401 trillion in 2021. Furthermore, the transaction value was recorded at IDR 476 trillion in 2022 and IDR 454 trillion in 2023. This growth confirms the growing public trust in E-commerce as a practical, fast, and efficient means of shopping, while changing how people interact with the market. The most popular e-commerce platforms in Indonesia are:

a. Shopee

Shopee is one of the most popular e-commerce marketplaces in Indonesia. Shopee is available as websites and applications that offer a wide range of products for home, technology, and automotive needs (Populix, 2020). Based on Shopee data, visits reached 152.6 million, up 12.8% from October 2024. In 2024, Shopee recorded around 10.9 billion gross orders with a GMV value of US\$100.5 billion. In addition, sales of local products on the Shopee platform have also increased by 200% throughout 2024. This data confirms Shopee's dominance in the Indonesian e-commerce market, driven by aggressive marketing strategies such as massive discounts and promotions. (Dewataalks, 2025)

b. Tokopedia

Tokopedia is one of the e-commerce marketplaces, a main competitor of Shopee. Based on Tokopedia data, the platform recorded 67.1 million visits across its applications and websites. In 2024, Tokopedia's sales value will reach IDR 5.2 trillion, driven by an increase in the number of sellers to 2 million. Tokopedia is in high demand among MSMEs because it is locally based, serves as a platform for small businesses to build their online presence, and integrates with Gojek, which facilitates delivery and payment services (Dewataalks.blog, 2025). At the end of 2023, TikTok (ByteDance) acquired 75% of Tokopedia's shares, while the remaining 25% was owned by GoTo, which then influenced Tokopedia's business strategy and feature integration into its ecosystem. (DCLIQ, 2025)

c. Lazada

The platform is also known for its great discounts and attractive promos, especially during big events like Harbolnas, thus providing a more economical shopping experience. Lazada is an e-commerce marketplace that is connected to Alibaba's global network. In December 2024, Lazada recorded 44.3 million visits and increased to 51.53 million in February 2025. Throughout 2024, Lazada's net revenue will reach US\$151.4 million, with the health and beauty category as the largest contributor at 21%. Alibaba's support makes Lazada more in demand for international product purchases, which are strengthened by cross-border features that facilitate cross-border transactions.

d. Squirting

Bukalapak is one of Indonesia's favorite marketplaces that offers a wide range of daily essentials, including special products such as automotive parts, bicycle equipment, and men's products. Approximately 14.4% of e-commerce users chose Bukalapak as their shopping platform, which also offers excellent programs such as BukaReksa and BukaEmas for investment. In addition, the platform is known for its competitive pricing and secure payment system. (Vincent Fabian Thomas, 2019)

e. Blibli

Blibli, established in 2011, saw positive growth in visits. The number of visits increased from 15.69 million in 2021 to 19.74 million in 2022, then jumped to 31.53 million in 2023. In 2024, visits decreased slightly to around 28.89 million, but were still higher than in previous years. This trend shows that Blibli can maintain its competitiveness and user trust amid fierce e-commerce competition. (Masyitah, 2017)

3.2. Prospective E-commerce Business

Several advantages and disadvantages can be seen in doing business in e-commerce, as follows:

a. Advantages in E-commerce business

- 1) Save time on transactions without waiting long, unlike in the conventional market: queueing and jostling.
- 2) It is possible to transact with companies or stores that are far away, even across state lines.
- 3) Without requiring much preparation or a large investment to open a physical store.
- 4) A variety of choices, ranging from cosmetics, fashion, electronics, automotive, and so on.
- 5) There are no restrictions on shopping time for customers.
- 6) Digital platforms make it easier for businesspeople to conduct e-commerce transactions online. So that businesspeople are freer to make sales.
- 7) In the digital world, products can be purchased instantly, without waiting for delivery.

8) Business people can display goods on display E-commerce without a predetermined minimum limit and also without any space (pause). So that there are many more variations sold than in physical stores. (Turkin et al., 2023)

b. Disadvantages in E-commerce business

- 1) Fast and secure internet services are needed to meet customer demands and run quickly and agilely.
- 2) The need for devices (gadgets) that can provide access to their own e-commerce store. Users can access it through a smartphone or a laptop.
- 3) The e-commerce shopping experience for customers feels impersonal or less emotional, which can be less satisfying than transacting directly on the interface.
- 4) In the world of e-commerce, there is no opportunity to touch or try products before transacting. The transaction is made, then the goods will arrive at hand. Customers can only see the classification of other customers to ensure the quality of the goods.
- 5) There is a risk of account break-ins, credit card fraud, or data theft related to cybersecurity. This allows for fraudulent accounts and fake goods.
- 6) To use the product, customers need to wait for the estimated time for the goods to reach them. So there is a delay, unlike with the purchase of goods at a physical store, which can be used immediately.
- 7) There is also a possibility that the parties to the transaction experience confusion due to differences in the laws governing buying and selling that depend on their respective locations. (Turkin et al., 2023)

3.3. The Legality of E-commerce Transactions from the Perspective of Islamic Law

There are several basic principles of buying and selling in Islamic law, especially contemporary muamalah fiqh, that are relevant to E-Commerce transactions:

Table 2. The Basic Principles of Buying and Selling in Fiqh Muamalah

Yes	Principle	Explanation	Online relevance
1.	São Paulo	Deal between seller and buyer	Done digitally through app approval
2.	Objects	The goods must be clear and halal	Displayed through product descriptions and images
3.	Pricing	Must be definite and mutually agreed upon	Price transparency in marketplace apps

4.	Düsseldorf	Willingness of both parties	Buyers buy without coercion, sellers sell voluntarily
5.	Trust	Responsibilities in transactions	Sellers are required to deliver as agreed

The interpretation of the table is: Contract is the essence of buying and selling that must remain, while in transactions, E-commerce is in the form of approval or transfer of payment. The object of the transaction must be clear, such as the goods not containing haram goods, and must be halal. In the context of E-commerce, this is achieved through photo descriptions and product photos, which are tools for transaction clarity. Price is an important aspect that must be agreed upon transparently. For example, in the world of e-commerce, price transparency in the marketplace is displayed directly, so customers can see the amount to be paid. (Kamsari et al., 2025)

Next is Ridha, or willingness; both parties must enter into transactions without any element of coercion. Finally, the mandate in buying and selling is the seller's obligation to deliver goods as promised. In e-commerce transactions, the seller is obliged to send the order in accordance with the agreement and conditions. If these five principles are not budgeted, the transaction can be canceled or contain elements of fraud. These five principles serve as a reference for maintaining the validity of the transaction contract in E-commerce in Islam. (Adil Alfarizi Nst & Imsar Imsar, 2025)

There are several potential problems in conducting e-commerce transactions:

Table 3. Potential problems of E-Commerce transactions

Yes	Problem	Impact	Shariah Perspective
1.	Gharar	Item ambiguity	Prohibited because it creates uncertainty
2.	Scams	Consumer losses	Including void acts
3.	Riba	Invalid add-ons	Not allowed in Islam
4.	São Paulo, T	Elements of excessive speculation	Resembles gambling
5.	Wanprstasi	Goods not delivered	Breach of contract and trust

The interpretation of the table is: Contract is the essence of buying and selling that must remain, while in E-commerce transactions, approval or payment transfer is the essence. The object of the transaction must be clear, such as the goods not containing haram goods and being halal. In the context of E-commerce, this is achieved through photo descriptions and product photos, which are tools for transaction clarity. Price is an important aspect that must be agreed upon transparently. For example,

in the world of e-commerce, price transparency in the marketplace is displayed directly, so customers can see the amount to be paid. (Kamsari et al., 2025)

Next is *Ridha*, or willingness; both parties must enter into transactions without any element of coercion. Finally, the mandate in buying and selling is the seller's obligation to deliver goods as promised. In e-commerce transactions, the seller is obliged to send the order in accordance with the agreement and conditions. If these five principles are not budgeted, the transaction can be canceled or contain elements of fraud. These five principles serve as a reference for maintaining the validity of the transaction contract in E-commerce in Islam. (Adil Alfarizi Nst & Imsar Imsar, 2025)

There are several potential problems in conducting e-commerce transactions:

Table 4. Potential problems from e-commerce transactions

Yes	Problem	Impact	Shariah Perspective
1.	Gharar	Item ambiguity	Prohibited because it creates uncertainty
2.	Scams	Consumer losses	Including void acts
3.	Riba	Invalid add-ons	Not allowed in Islam
4.	São Paulo, T	Elements of excessive speculation	Resembles gambling
5.	Wanprestasi	Goods not delivered	Breach of contract and trust

Meanwhile, in fatwa No.146/DSN-MUI/XII/2021 concerning E-commerce Shop based on Sharia Principles reveals that transactions E-commerce It is valid if it fulfills the pillars of the contract (*ijab-qabul* version of the electronic platform), *halal* objects, and does not contradict sharia principles, namely *Riba*, *Maysir* (unclear purpose/speculation), *tadlis* (non-transparent), *Dharar* (danger), *Gharar* (lack of clarity), and *zhulm* (loss of one of the parties) and in accordance with the regulations of the ITE Law. (Fatwa 146 - Online Shop Based on Sharia Principles.Pdf, 2021)

3.4. Legality in E-Commerce Transactions According to Law No. 11 of 2008

Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and Government Regulation (PP) No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions provide a specific legal framework for electronic transactions in Indonesia. This regulation ensures the legal equality of electronic transactions with conventional transactions, while providing legal protection for all parties, especially consumers. One important provision of the ITE Law is the recognition of electronic documents and electronic signatures as valid evidence in e-commerce transactions. As stipulated in Article 11 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions and Article 59 paragraph (3) of government regulations on Electronic System and

Transaction Operators state that electronic signatures have legal force and legal consequences as long as they meet the following requirements:

- a. The data of e-signature generation is tied exclusively to the signer.
- b. The data generated by electronic signatures during the signing process is under the signer's full control.
- c. Post-signature changes in electronic signatures can be detected with certainty.
- d. Any changes to electronic information related to the electronic signature will be known after the signing time.
- e. There are certain ways to identify who the signer is
- f. There are certain ways to show that the signatory has given consent to the electronic information associated with it. (Chang et al., 2024)

3.5. Consumer Protection Efforts

Transactions E-commerce From the perspective of maqashid sharia, there are benefits, ease of transactions, and time efficiency, and they are dynamic to the advancement of knowledge and technology. This is because Islamic shari'a has determined the benefits for humans in this world and the hereafter. Buying and selling in Islamic law is also not seen in terms of the type or model of means used, but rather emphasizes honesty (Rahman Subha, 2020). Therefore, Islam emphasizes the importance of good faith in business transactions between actors and consumers. In the law of buying and selling, Islam tightens the provisions of harmony and the conditions of buying and selling. If the conditions and requirements are not met, the sale and purchase contract is invalid.

UUPK (Law Number 8 of 1999) and Islamic law complement each other in regulating buying and selling E-commerce, especially through the consumer's right to true, clear, and honest information as stipulated in Article 4 letter c of the UUPK (Sibarani & Lie, 2024), as well as the obligation of business actors to provide similar information in accordance with Article 7 letter b of the UUPK.

These two systems emphasize the principle of balance between the interests of business actors and consumers (Article 4 of the UUPK implicitly through this principle), which in the fiqh of muamalah is reflected in the prohibition of gharar (ambiguity) in buying and selling as the hadith of the Prophet Muhammad: "The Prophet (peace and blessings of Allaah be upon him) forbade selling gharar" (HR. Abu Dawud no. 2932), in order to prevent fraud such as inappropriate descriptions of goods. Violations such as ambiguous product information in online transactions harm consumers because the goods do not match the advertisements, thereby violating the principle of balance of the UUPK and the principles of fiqh, which require honesty and a complete explanation of the advantages and disadvantages of items. (Tobias et al., 2025)

The actions of business actors that cause losses and/or harm to consumers are regulated in Articles 4 and 5, Articles 7-17, Articles 19-21, and Articles 24-28 of Law No. 8 of 1999 concerning Consumer Protection, which contain the following contents:

Consumer rights:

- a. The right to comfort, security, and safety in consuming goods or services;
- b. The right to choose goods and services as soon as they obtain the goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;
- c. The right to true, clear, and honest information about the condition and warranty of goods and/or services;
- d. The right to his opinion and complaint on the goods and/or services used;
- e. The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes appropriately;
- f. The right to consumer guidance and education;
- g. The right to be treated or served properly, honestly, and non-discriminatory;
- h. The right to compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
- i. Rights enshrined in the provisions of laws and regulations (Law Number 8 of 1999).

Consumer obligations:

- a. Read or follow instructions for information and procedures for the use or utilization of goods and/or services, for the sake of security and safety.
- b. Be good at making transactions to purchase goods and/or services;
- c. Pay according to the agreed exchange rate;
- d. Follow the legal efforts to resolve consumer protection disputes.

UUPK regulates the obligations of business actors:

- a. Give good faith in carrying out their business activities;
- b. Provide true, clear, and honest information about the condition and warranty of goods and/or services, as well as explain use, repair, and maintenance;
- c. Treat or serve consumers correctly and honestly, without discrimination.
- d. Ensuring the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;
- e. Provide true, clear, and honest information about the condition and warranty of goods and/or services, as well as explain use, repair, and maintenance;
- f. Treat or serve consumers correctly and honestly, without discrimination.

- g. Ensuring the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;

Law No. 8 of 1999 regulate the compensation that business actors must make against consumers, which contain the following:

Business actors are obliged to provide compensation for damage, pollution, or losses suffered by consumers due to goods/services produced or traded, in the form of refunds, replacement of equivalent goods/services, health care, or compensation in accordance with applicable regulations, which must be carried out within 7 days of the transaction without obstructing criminal prosecution if it is proven that there is an element of error, unless the business actor can prove that the fault originated from the consumer (Article 19 of the UUPK).

Articles 20-21

Advertising business actors are fully responsible for the advertisements they produce and all their consequences (Article 20 of the UUPK), while importers of goods/services are responsible as foreign producers/suppliers if they do not involve foreign agents or representatives (Article 21 of the UUPK); furthermore, the manufacturer is responsible for the claim for consumer compensation through the distributor/seller if the goods/services are not changed and the consumer is not aware of the quality/composition discrepancy, even though it is exempt if the distributor changes the goods/services before resale (Article 24 of the UUPK).

If the business actor violates the prohibition on trading goods or services that are not in accordance with the promises stated in the label, etiquette, description, advertisement, or promotion of the sale of goods and/or services, then the business actor can be punished based on Article 62 paragraph (1) of the Consumer Protection Law, which reads:

"Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be sentenced to a maximum of 5 (five) years in prison or a maximum fine of Rp 2 billion."

3.6. Discussion

The legitimacy of e-commerce transactions is a unique research theme. Because in the midst of technological sophistication's chaos, everything is simplified, including transactions. The e-commerce trend began during COVID-19, when limited interaction with others was common. No wonder Indonesians use e-commerce platforms to meet their needs. At this time, many people use this platform, which is regulated by clear sharia provisions and written laws from the Indonesian government, as set out in ITE Law No. 11 of 2008.

Polarization of Perception in E-Commerce Transactions

Buying and selling in Arabic are derived from the word "البيع," which etymologically means to give something to get something or to exchange it (Tanjung, 2024). In the terminology, several scholars define buying and selling. One of them is the Hanafi imam: buying and selling is exchanging property or goods in a certain way, or exchanging something that is liked for goods that are equal in value and benefit, whose value and benefits are equal, and that bring benefits to each party. Meanwhile, according to Imam Nawawi, buying and selling is the exchange of goods or the like. Al-Syarbini, in the book *Mughni al-Mukhtaj*, defines it as "the exchange of property for property in a certain way" (Risnawati et al., 2024). As explained in Surah Yusuf:20 "They sold him (Joseph) for a small price, (that is) only a few dirhams because they were not interested in him." (Joseph:20)

Based on these definitions, it can be concluded that the exchange of goods or money is voluntary, with a contract to own the goods. The object of buying and selling is the sale of halal goods and the exchange of money.

In the book *Fathul Wahhab*, revealed by Zakariyya al-Anshory, buying and selling lughawi are defined as follows: "He (buying and selling) according to the meaning of the language is to confront something with something else," and "Giving something because there is a certain (reward)." The conclusion of the two 'ibarah is to exchange goods without any harm between the two parties.

The definition of buying and selling, terminologically, according to the fuqaha, is the exchange of shariah-legal property. Sayyid Sabiq calls it the exchange of objects for voluntary exchange via transfer of ownership. Hasbi ash-Shiddieqy emphasized the permanent contract for the exchange of property. Ibn Qudamah summarizes the exchange of property through final ownership. (Hariman Surya Siregar, 2019)

According to the Hanafiyah madhhab, the exchange of objects/money is carried out through *ijab-qabul* with material maal of intrinsic value (not abstract benefits), provided it is useful without causing harm. The majority of scholars (Malikiyah, Shafi'iyah, Hanabilah) stated that the exchange of vast material wealth and benefits through the transfer of property rights triggered the polarization of modern fiqh. The pillars and conditions of buying and selling are:

Pillars of buying and selling:

- a. Al-'Aqidain (Seller and buyer)
- b. Sighat (Ijab and qabul)
- c. Mahallul 'aqd (Objects of goods)
- d. Price, there is an exchange rate for goods

Sale and purchase conditions:

- a. Formation of a contract (Syuruth al-in'iqad): this condition must be fulfilled by each of the sale and purchase contracts. There are four conditions for this, namely the parties to the contract, the location, and the place where the contract occurs. As for the party that makes the transaction, there are two. That is, it is sensible, and his party is more than one. This contract must be in accordance with the contract for each sale and purchase and must be carried out in a single assembly. As for the object of the contract, it must really exist/be real, be valuable, be owned, be stored, and not cause damage.
- b. The condition for the implementation of buying and selling (Syurut al-nafadz), the second condition is ownership and authority, where both ('aqidani) are both involved in carrying out the contract.
- c. The third condition is the legal condition (Syurut al-sihhah), and the fourth condition is the validity of all contracts. Whether viewed from the delivery of the goods that are the object, the goods are known and have the same price.
- d. Binding conditions (Syurut al-lizim), the latter condition must be binding between both parties to be free from a dependent nature. Just as there is a new binding khiyar and the right of khiyar has ended or has not ended, then the khiyar is not binding. (Risnawati et al., 2024)

Legal Basis of E-Commerce Transactions

Buying and selling as part of muamalah has a clear legal basis in the Qur'an, al-Sunnah, and the Ijma' of the ulama and the fuqaha. In fact, buying and selling is not just mu'amalah, but also one of the media for carrying out activities to help fellow humans.

a. Policies in the Qur'an

- 1) The Word of Allah in Surah Al-Baqarah, verse 275

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Meaning: "Even though Allah has legalized buying and selling and forbidding usury."

- 2) The Word of Allah in Surah Al-Baqarah, verse 282

وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ

Meaning: "And take a witness when you buy and sell."

- 3) The Word of Allah in Surah Al-Baqarah, verse 198

لَيْسَ عَلَيْكُمْ جُنَاحٌ أَنْ تَبْتَغُوا فَضْلًا مِنْ رَبِّكُمْ

Meaning: "Is it not a sin for you to seek a bounty from your Lord?"

b. As-Sunnah

Hadith of the Prophet PBUH narrated by Rifa'ah bin Rafi' al-Bazar and Hakim.

It means: "From Rifa'ah bin Rafi' it is narrated that people once asked the Prophet, PBUH. What is

the best effort? He answers someone's business with his own hands and every sale of halal belli."

c. *Ijma'*

Ibn Qadimah (may Allah have mercy on him) stated that Muslims have agreed on the permissibility of buying and selling (*bai'*) because it contains a basic wisdom, namely that everyone must have dependence on something that others have. At the same time, the other person does not give anything, so that by the requirement of *bai'*, everyone can achieve their goals and needs.

E-commerce transactions are also governed by Article 1458 of the Civil Code, which provides that buying and selling occur when both parties immediately after a mutual agreement (Panggabean & Tanjung, 2022). This means that when the elements of buying and selling have been fulfilled, and if there is a violation of crimes related to buying and selling, it will be processed legally, even if it is just e-commerce. As UUPK No. 08 of 1999 guarantees buying and selling both conventionally and digitally, this is an urgency in consumer protection that has been mentioned in Article 1 paragraph (2) that consumers can be themselves, personally, or a specified party. Article 1, paragraph (1), establishes a consumer protection that can ensure legal protection between the parties to a transaction.

As stipulated in Law No. 11 of 2008 concerning Electronic Technology Information (ITE), Article 1, paragraph 2, explains that e-commerce transactions are legal acts carried out using a computer, computer network, or other electronic media. Meanwhile, Article 28, paragraph 1, states that everyone deliberately, without the right, spreads false or misleading news that results in consumer losses in transactions. For criminal charges for someone who commits fraud in electronic media, such as in transactions, E-commerce explained in Article 45 paragraph 3, referred to in Article 28 paragraph (1) & (2), shall be sentenced to imprisonment for a maximum of 6 (six) years and/or a maximum fine of Rp. 1,000,000,000 (one billion rupiah). (Akbar Maulana & Abdul Muttaqin, 2024)

Literally, E-commerce stands for "electronic commerce". E-commerce is the process of buying and selling goods, services, or information electronically through the internet or computer network, involving transactions between individuals, businesses, or consumers. This definition includes activities such as digital payments, physical and virtual product delivery, and E-Commerce marketing that connect parties efficiently across geographical boundaries.

According to the American Marketing Association (AMA), e-commerce is the process of buying, selling, transferring, or exchanging products, services, or information over a computer network, including the internet. Meanwhile, the World Trade Organization (WTO) defines e-commerce as the production, distribution, marketing, sale, or delivery of goods and services through electronic networks (ISBN E-Commerce .pdf, n.d.). There are several main characteristics of e-commerce: First, transactions

are geographically limited, meaning that with e-commerce, anyone can make transactions from anywhere and at any time.

Second, it is available 24/7, unlike businesses with limited operating hours. Sellers will offer consumers the flexibility to make purchases whenever they want. Third, electronic interaction in the world of e-commerce is a transaction process that does not require meeting the seller in person and begins with product search, ordering, payment, and delivery. Fourth, personalization and personalized shopping experiences will make consumers feel more valued and increase their chances of making a purchase. Such as preferences, search history, or purchase history on e-commerce platforms.

Fifth, reducing operational costs: to do business in e-commerce, they do not need to rent physical stores, hire labor, or invest in other infrastructure. Sixth, transaction security, encrypted data, and the use of SSL (Secure Sockets Layer) certificates protect consumers' personal data and financial information. E-commerce is divided into several types with different characteristics. Electronic commerce is classified into Business-to-Consumer (B2C), Business-to-Business (B2B), Consumer-to-Consumer (C2C), Peer-to-Peer (P2P), and Mobile Commerce (M-Commerce). (Pelita et al., 2024)

Transactions in e-commerce have a basic law similar to that of a contract. As-salam. In the fiqh of muamalah, however, it becomes haram if it contains damaged elements. Can make transactions in E-Commerce as long as they meet the principles and conditions of Sharia buying and selling, and do not contain elements of MAGHRIB (maysir, gharar, and riba). (Postgraduate Program in Islamic Law, UIN Imam Bonjol Padang & Ajir, 2022)

If the greeting system is implemented in an e-commerce transaction, the buyer selects the goods with specific specifications, then pays; after that, the goods are delivered to the buyer. As the pillars of greetings are:

- a. Muslim (Buyer or booker)
- b. Muslim alaih (Seller or receiver of orders)
- c. Muslim fih (ordered goods)
- d. Ra'sul mal (order price or capital paid)
- e. Sighat (ijab and qabul).

According to Muhammad Salih al-Munjid, the VI Islamic Fiqh Congress was held in Jeddah, Saudi Arabia, on March 14-20, 1990. Looking at the development of modern technology that has an impact on all fields, including the field of business and economic activities that use electronic media. This, of course, adheres to the transaction requirements set by the fuqaha, both for oral and written transactions, the requirements for the parties to meet in one forum (space and time), and the contextuality between ijab and qabul, without any intention in default. The musktamar is as follows:

- a. E-commerce buying and selling transactions carried out without a direct physical meeting, only by mail, facsimile, or the internet, remain valid and binding under Sharia if both parties clearly and precisely understand each other and accept the contract's intent. Its validity depends on the fulfillment of the pillars of *ijab-qabul*, the avoidance of *gharar*, and the existence of voluntary pleasure, as the Shafi'i school is flexible regarding indirect communication.
- b. If both parties conduct the transaction via telephone intermediaries or other modern media, it is treated as a face-to-face transaction.
- c. Transactions via technology do not apply to virtual marriage contracts because they require witnesses and do not apply to the exchange of goods.
- d. If either party defaults on a transaction, the transaction cannot be withdrawn.
- e. If there is forgery or ambiguity in transactions, there is already a process control system to ensure the fulfillment of the parties' obligations.

According to the Lajnah Ta'lif Wa al-Nasyr Ahkamul Fuqaha Team, in the decision of the congress, it was explained that the transaction of buying and selling via electronic means is considered as *ittihad al-majlis*. Hence, the sale and purchase contract is valid. Because each *muta'aqqidain* knows the other and the object is clear (*al-mabi'*), thus minimizing the occurrence of *gharar* (ambiguity), on the condition that *antaradhin* (consensual) is involved.

Ittihad al-majlis can mean *ittihad al-zaman* (at one time), *ittihad al-makan* (in one place), and *ittihad al-haiah* (at one position). These differences in places, united through modern communication media, can make distant places seem like one (*t'addud al-makan fi al-manzilah ittihad al-makan*). So, e-commerce transactions, according to Islamic law and Law No. 11 of 2008, are legal as long as they do not contain elements of *haram*, *MAGHRIB* (*maysir*, *gharar*, *riba*).

4. CONCLUSION

E-commerce buying and selling transactions are legally valid both under Islamic economic law and under Indonesian law, provided they meet the fundamental principles of a fair and ethical contract. In the context of contemporary *muamalah fiqh*, e-commerce transactions use the *as-salam* contract and fulfill its pillars. This is also understood as the concept of *ittihad al-majlis*, legally, which involves separating physical locations and unifying them in a single electronic medium. Thus, *ijab qabul* in this E-Commerce transaction remains connected in a single unit of time without any face-to-face interaction.

As long as the object of the transaction is *halal* and there is no element of *harad*, the specifications are clear, price transparency is maintained, and the transaction is based on willingness (*antaradhin*). Therefore, there is no evidence for the cancellation of the transaction contract, and it is in line with the *Sharia maqashid*, which emphasize benefits, justice, and convenience. In Indonesia, the government has

regulated e-commerce transactions through Law No. 11 of 2008 concerning Information and Electronic Transactions, as well as consumer protection.

This research shows that e-commerce transactions are legal under Islamic economic law and are protected by the government. However, further studies are needed to understand the dynamics of e-commerce transactions better.

REFERENCES

- 5 Most Visited Indonesian E-commerce Sites According to Data | Populix. (2020, November 11). <https://info.populix.co/articles/ecommerce-indonesia/>
- Subha, Rahman et al. (2020). Consumer Protection against Online Buying and Selling (A Study of Uupk, Islamic Business Ethics and Islamic Law. *Journal of Islamic Economics and Business*, 5 (2), <http://journal.iaimsinjai.ac.id/index.php/adz-dzahab>.
- Parmujianto. (2019). Analysis of Contemporary Muamalah Fiqh on Online Buying and Selling with a Dropship Transaction System (Islamic Law Study). *Journal of Education, Social and Religious*, 16 (1), pt_alyasini@yahoo.co.id.
- Surya Siregar, Hariman. (2019). Fiqh Muamalah Theory and Implementation. Bandung. PT Remaja Rosdakarya.
- Adil Alfarizi Nst & Imsar Imsar. (2025). Analysis of Fiqh Muamalah in Online Buying and Selling Transactions According to the Perspective of Islamic and Sharia Law. *Scientific Journal of Economics, Accounting, and Taxation*, 2(3), 191–201. <https://doi.org/10.61132/jieap.v2i3.1543>
- Afifah, N. (2019). Analysis of Islamic Law on Buying and Selling. *Journal of Islamic Business Law*, 09(1).
- Akbar Maulana & Abdul Muttaqin. (2024). A Review of Fiqh Muamalah on Online Buying and Selling. *Morals: Journal of Islamic Education Studies*, 2(1), 11–24. <https://doi.org/10.61132/moral.v2i1.449>
- Chang, E., Frederica, N., & Khairunisa, R. (2024). *The Validity of Online Buying and Selling Transactions is Reviewed From the Perspective of Agreement Law*. 8(1).
- List of the Most Popular Indonesian E-Commerce Websites 2025 – DCLIQ. (2025). Retrieved January 13, 2026, from <https://dcliq.co.id/blog/daftar-website-e-commerce-indonesia-terpopuler-2025>
- Data, G. (2025). *Check Out the Frequency of Indonesian E-Commerce Transactions in 2025*. GoodStats Data. Retrieved January 13, 2026, from <https://data.goodstats.id/statistic/simak-frekuensi-transaksi-e-commerce-indonesia-2025-2LaOa>
- Fatwa 146—Online Shop Based on Sharia Principles. (2021). Google Docs. Retrieved January 14, 2026, from https://drive.google.com/file/d/16T55LF1Pn0LdBBuM5yvhwqJV4pqtY/view?usp=sharing&usp=embed_facebook
- Violence, et al. (2021). *E-Commerce Business Strategy*. Jakarta. Our Writing Foundation.

- GoodStats. (2025). *Indonesia's E-Commerce Transaction Value Reaches IDR 487 Trillion in 2024*. GoodStats. Retrieved January 13, 2026, from <https://goodstats.id/article/nilai-transaksi-e-commerce-indonesia-capai-rp487-triliun-pada-2024-Vqv71>
- Hana, U. A., & Mufidah, N. (n.d.). *Analysis of Online Buying and Selling Law from the Perspective of Islamic Sharia*.
- Izazi, F. S., Sajena, P., Kirana, R. S., & Marsaulina, K. (1999). *Legal Protection for Consumers in E-commerce Transactions Through Law Number 8 of 1999 Concerning Consumer Protection and Government Regulation (PP) Number 80 of 2019 Concerning Trade Through Electronic Systems*.
- Kamsari, C. A., Thoriq, M., Janeva, N., Izzati, M., Ibrahim, M. M., & Dr. Mahipal, S. (2025). The Legitimacy of Sharia Transactions in E-Commerce: A Study of Online Buying and Selling in a Review of Islamic Law and National Law. *Causa: Journal of Law and Citizenship*, 11(6), 11–20. <https://doi.org/10.3783/causa.v11i6.12158>
- The Progress of E-commerce in Indonesia: Statistical Data and Popular Platforms*. (2025, April 23). <https://www.dewataalks.com/blog/data-pengguna-ecommerce-di-indonesia/>
- Lazada Outperforms Shopee and Bukalapak in Online Shopping Applications*. (n.d.). Retrieved January 13, 2026, from https://tirto.id/lazada-ungguli-shopee-hingga-bukalapak-di-aplikasi-belanja-online-edXe?utm_source=chatgpt.com
- Shyitah. (2017). A Review of Islamic Law on Consumer Protection in Online Buying and Selling Transactions. *Petita: Journal of Law and Sharia Studies*, 2(1). <https://doi.org/10.22373/petita.v2i1.63>
- Mawardi, I., Wardana, A., Izmy, J. H., Fakhriyyah, J., Muhaimin, M. R., & Syadzali, A. N. (2025). Buy and Sell Clothes Online (Online Shop) from the Perspective of Maqashid Shariah. *Paradigm: Journal of Philosophy, Science, Technology, and Socioculture*, 31(2), 203–211. <https://doi.org/10.33503/paradigma.v31i2.2032>
- Pelita, K. G., Ramadhania, R., Yuliandani, C., Faqih, A. H. A., Akbar, F. R., Al-irsyad, I., & Fauzan, M. A. (2024). Integration of E-Commerce with the Sharia Economic System: A Theoretical Study. *Journal of Economics and Business*, 2(2), 263–270. <https://doi.org/10.61994/econis.v2i2.503>
- Postgraduate Program in Islamic Law, UIN Imam Bonjol Padang, & Ajir, D. (2022). Comparative Fiqh on the Terms and Principles of Buying and Selling and Its Relevance to Modern Buying and Selling. *Iqtisadiyah Treatise: Journal of Sharia Economics*, 1(1), 35–46. <https://doi.org/10.59107/ri.v1i1.16>
- Risnawati, H., Nadhifah, T., & Rosita, D. (2024). Buy and Sell Online in Accordance with Islamic Law. *Journal of Master of Sharia Economics*, 3(June 1), 125–134. <https://doi.org/10.14421/jmes.2024.031-08>
- Sibarani, T. W. R., & Lie, G. (2024). *Understanding Preventive Protection Based on Law Number 8 of 1999*.

4(1).

William Reuven Sibarani, Tobias. (2024). Understanding Preventive Protection Based on Law Number 8 of 1999. *Journal of Multilingual*, 4 (1).

Utami, R. K., Perdana, M. A., Hamda, T., Rahmah, S., Anggraini, D., & Annisa, S. (2021). *A Comparative Study of the E-commerce Sector at the Beginning and End of the COVID-19 Pandemic*.

