

## PAY LATER E-COMMERCE DEVELOPMENT PHENOMENON REVIEW FROM SHARIA ECONOMIC POINT

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**Abstract:** Paylater is a financial technology (fintech) innovation that has the concept of buying now and paying later. The problem highlighted in Islam is that pay later leads to a consumptive lifestyle to be a spendthrift which is not recommended according to the Shari'a laws. The purpose of this study is to find out and dig deeper into the use of the right contract in *e-commerce* pay later transactions as well as to find out and dig deeper into Sharia-compliant etiquette in *e-commerce* pay later transactions. This paper is a causal relationship study that is using a qualitative approach. Data are collected through an archival study based on the literature. Based on the analysis this study concludes that online credit buying and selling contracts which are suitable with Islamic laws are Qardh and Murabahah contracts as the right and appropriate contracts to be applied in Pay later transactions. It is because Qardh and Murabahah are in accordance with the fatwa of Majelis Ulama Indonesia where the contracts explain how the delay in payment or debit transactions are carried out.

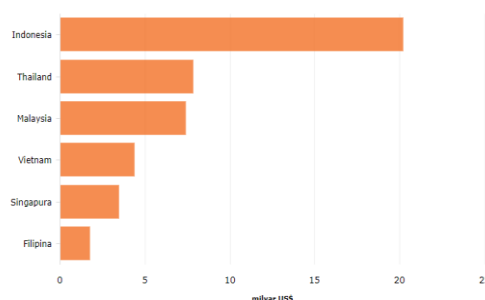
**Keywords:** Paylater, *E-commerce*, Qardh Contract, Murabahah Contract, Sharia Economy.

**Abstrak:** *Pay later* merupakan inovasi financial technology (fintech) yang memiliki konsep *buying now* dan *pay later*. Masalah yang timbul akibat transaksi *pay later* dan cukup menjadi sorotan dalam pandangan Hukum Islam adalah bahwa *paylater* mengarah pada gaya hidup konsumtif yang cenderung menjadi boros, dimana kondisi ini merupakan sesuatu yang sebaiknya dihindari jika mengacu kepada Hukum Syariah Islam. Paper ini bertujuan untuk mengetahui dan menggali lebih dalam tentang penggunaan akad yang benar dalam transaksi *e-commerce pay later* serta untuk mengetahui dan menggali lebih dalam tentang sejauh mana penerapan etika syariah dalam praktik transaksi *e-commerce pay later* yang terjadi sehari-hari. Untuk mencapai tujuan tersebut, paper ini menggunakan pendekatan kualitatif dimana data dikumpulkan melalui studi arsip berdasarkan literatur yang didukung juga dengan wawancara mendalam dengan para partisipan maupun para ahli fiqih yang menjadi rujukan. Hasil wawancara ini diuji aspek validitas baik internal maupun eksternal dengan memwawancarai pakar dalam bidang kajian Syariah yang relevan dengan tema paper ini. Penarikan kesimpulan dari metode kualitatif dalam paper ini menunjukkan bahwa akad jual beli kredit *online* yang sesuai dengan Hukum Islam adalah akad *Qardh* dan *Murabahah* sebagai akad yang tepat dan layak diterapkan dalam transaksi *Pay later*. Hal ini sejalan dengan Fatwa Majelis Ulama

Indonesia yang menyatakan bahwa akad *Qardh* dan *Murabahah* yang menjelaskan bagaimana penundaan pembayaran atau transaksi debit dilakukan sebagaimana dalam transaksi *pay later*.  
**Kata Kunci:** Paylater, E-commerce, Akad Qardh, Akad Murabahah, Ekonomi Syariah.

## INTRODUCTION

The number of internet users in Indonesia has increased every year. Until the end of 2016, there were 132 million active internet users accessing social media, e-commerce and business. Around 82.2 million internet users access e-commerce websites or online stores to buy products (Firmansyah, 2018). In July 2021, eMarketer (a research firm based in New York) estimates that Indonesia's e-commerce sales are expected to be the largest in Southeast Asia. The existence of these social restrictions has actually caused an e-commerce boom in the world, including in Southeast Asia. He predicts e-commerce growth in Southeast Asia will reach 14.3 percent in 2021. That growth is still relatively small, only 4.6 percent of the estimated total revenue of \$970.83 billion in 2021. This shows that there will be great opportunities in the future. future (Dihni, 2021). Research conducted by JP Morgan (2019) on the trend of e-commerce payments in Indonesia reveals that the increase in internet penetration is the result of the impressive annual growth of online shopping. As demand for travel increases, most people in Indonesia tend to buy online for their travel needs, accounting for 58.9 percent of total online sales. Local sites such as Traveloka and Tiket.com are the main travel platforms in Indonesia that offer various travel destinations (flight tickets, hotels, attractions, etc) (Pratika et al., 2021). Forecast of e-commerce sales in Southeast Asia in 2021 can be seen in Graph 1.



**Grafik 1. Projected Sales of e-commerce in Southeast Asia in 2021**

Source: eMarketer, 6 July 2021

Based on the table above, there was a surge in e-commerce purchases in Indonesia during the COVID-19 pandemic. According to research by Kredivo and Katadata Insight Center in 2020, up to 55 percent of new e-commerce users will choose the delayed payment method (paylater),

of which an average of 41 percent will be used for urgent and routine monthly needs. Paylater is a financial technology (fintech) innovation that has the concept of buy now and pay later. E-commerce is a system that was built with the aim of increasing convenience and effectiveness in trading by utilizing technology and information (internet) in improving the quality of goods/services and information and reducing unnecessary costs so that prices for goods and information can be suppressed to the maximum. without reducing the quality of the goods (Ruslang et al., 2020). E-commerce provides a variety of services offered to facilitate the process of public transactions via the internet, including online buying and selling, e-banking, bill payments, booking hotel, airplane or cinema tickets, to online credit (Monica, 2020). The result of Kredivo's research is that e-commerce adoption will continue to increase every year. Paylater is in demand by all social circles with the pandemic situation which, despite recording a decline in income, has led to an increase in people's purchasing power. This is because the submission is simple using a paylater, so it is used as a public payment option. Paylater risk consists of late payments and even default, which triggers the accumulation of debt between the parties concerned, because there is an additional penalty every month that is charged as interest compared to the individual's low income (Safitri, 2021).

Islam is proof of the existence of perfect teachings on earth as evidenced by the command of Allah SWT to balance the side of worship (Hablum minallah) with the side of muamalah (Hablum minannas). One form of the application of Hablum Minannas in people's lives is buying and selling activities (A'yun et al., 2021). In terms of Islamic law, online buying and selling activities in e-commerce are included in the muamalah category. Buying and selling on a cashless basis is allowed based on Fiqh Decree No. 51 (2/6) 1990 from the Organization of Islamic Cooperation and the DSN MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning Murabaha. Transactions between market owners and sellers utilize the sale of services (Ijarah contract), where the market rents out services to buyers. The market is entitled to a fee for its services, but this payer in terms of Sharia provisions has not been reviewed due to many (unclear) differences of opinion regarding the addition of the principal debt, such as the imposition of transactions and the imposition of late payment penalties which are considered usury. In accordance with the statement of Q.S Al-Baqarah verse 275 which reads, "Allah has permitted buying and selling and forbids usury...". Paylater contracts in Sharia still have

unclear policies, so it is necessary to clarify the transaction policies through the Sharia agreement used, because each contract determines the transaction policy (Pekerti et al., 2019).

The issue raised in Islam is that paying attention leads to a consumptive lifestyle that is wasteful, which is not recommended in Islam. A Muslim must always eat something useful and healthy so that his efforts are not in vain. Arrogance is a waste of time, and it is condemned in Islam, according to the Qur'an: "Indeed, the spendthrifts are the brethren of Satan, and Satan is a complete disbeliever in his Lord" (Q.S. 17:27). In addition, this pay later triggers the growth of user debt. It is permissible in Islam to owe, but there are adab because this debt will be detrimental later if it is not paid. According to the following hadith: "From Abu Hurairah r.a. Rasulullah Iah SAW said, the soul of a believer is held back by the debt until it is paid off. Online e-commerce buying and selling transactions, especially the pay later system, require clarity regarding the contract used, the pattern and ethics of Sharia transactions that are appropriate and Halal in conducting Sharia transactions, especially online debt (pay later) Clarity of transactions in accordance with Islamic teachings that are free from usury and halal (Rahmadayanti, 2020).

Based on the above considerations, the researcher will investigate the evolution of pay later e-commerce transactions. Therefore, the researcher gave the title "The Phenomenon of the Development of E-commerce Pay later in Review from the Viewpoint of Islamic Economics". The purpose of this research is to study and explore further about the correct use of contracts in e-commerce pay later transactions, as well as to study and dig deeper into sharia ethics in e-commerce pay later transactions.

## **METHOD**

The research method used is a qualitative method. The reason, is used when the research problem is not clear, is still dark, or maybe it is still dark. This method focuses on in-depth observations and leads to broader studies or phenomena. The method of data collection is by studying scientific literature references consisting of books, national and international journals. The topic of further investigation by researchers is E-commerce Shopee, one of the leading e-commerce providers in Indonesia, because it is the most widely used by the public, with a mobile share of 72.4 percent and a desktop share of 21.3 percent. With 120 million visitors per month, the average visit lasts 6 minutes 30 seconds.

## RESULTS

### Sale and Purchase Contracts in Islam

In language, sale and purchase (al-bai') means the transfer of property rights to goods with a contract of mutual substitution. According to the scholar Imam Abu Hanafi, "buying and selling is the exchange of maal for maal which is done in a certain way in a legal and special way, namely ijab-qabul or mu'aathaa' (without ijab-kabul)"(A. K. S. Rahayu, 2020). A sales contract is an agreement reached between the seller and the buyer to complete the transaction. Buying and selling is considered haram in Islam if it is done without a contract. The basics of buying and selling contracts are the seller and the buyer, the object of the contract and the pronouncement of the contract (Ijab Kabul). The valid sale and purchase agreement states that the property must be lawful, there is sincerity between the seller and the buyer in the transaction, and the fulfillment of legal conditions, such as: Buying and selling must be carried out by intelligent people, People who are burdened with Sharia or mukallaf, Not slaves from traders and free of their own volition, are old enough and experienced with wealth management (Hasanah, 2020).

The terms of sale and purchase contracts that are in accordance with Sharia are of various types, such as musyarakah, wadi'ah, wakalah, kafalah, qardh, hawalah, rahn, ijarah, mudharabah, istishna', murabahah and greetings.

#### a) Musharakah

Musharakah is an agreement between two or more parties with the aim of generating funds and carrying out joint ventures in partnership with profit and loss sharing based on equity. Musyarakah is an etymological term meaning fusion, confusion, or union. Two or more parties (including banks, financial institutions, and their customers) can collect money and then create a legal entity called a corporation. Each party has a proportionate share based on the capital contribution they make and is entitled to control (voting rights) of the business based on the proportion. In banking, musyarakah is a cooperation agreement between a bank and its customers in the field of business finance, with the provisions of the contract governing the sharing of profits and risks (OJK, 2014).

#### b) Wadi'ah

Wadi'ah comes from the Arabic wada'asa syai-a, which means leaving or entrusting something to someone else who will keep it as a clean deposit from one party to another,

including people and legal entities that must be guarded and returned at any time. owner's wishes. Wadi'ah is a customer's deposit that must be saved and paid off whenever the customer wants it. The bank is in charge of returning the money. Wadi'ah is a tabarru'at contract (helping or helping oneself), so it is included in the category of non-commercial transactions. If it is agreed that there is a business agreement in the form of buying and selling profits from goods (rent) or buying and selling profits from actions (services) for the security of something, then this contract is in the form of muawadha (exchange) or tijara (transactions that generate profits) (Ifham, 2018).

c) Wakalah

Wakalah comes from the word wazan wakala-yakilu-waklan which means transfer or delegation of affairs. Wakalah is the job of a representative. Al-Waqala means submission (al-Tafwid) and maintenance (al-Khifd). According to Syafi'iyah, the meaning of the word waqala is an expression or handover of power (al-muwakkil) to another person (al-representative) to perform a type of work that can be replaced (an-nakbalu anniyabah) and which can be carried out by the grantor, provided that the work is carried out as long as the grantor is alive. Wakalah literally means to maintain, maintain or apply a skill or improvement on behalf of another person. The word tawkeel which means appointing someone to take over something, as well as delegating tasks to others (Pranoto, 2016).

d) Kafalah

Al-kafalah is a guarantee given by the guarantor (caravan) to a third party who fulfills the obligations of another party or assumes responsibilities. Kafalah means transferring responsibility to a person who is guaranteed to fulfill another person's obligation as a guarantor. Al-kafalah in translation from the language means al-dhaman (guarantee), hamaya (burden) and za'mah (dependant). According to Sayyid Sabik, al-kafalah is the process of combining the caravan dependents with the original burden in a claim with the same object (material) both goods and work debt. According to Iman Takiyyudin, kafalah is defined as a burden to another burden. According to Sharia, kafa'ah is an act of bringing together the dependents of the person who bears it with the main dependents related to the demands of life, debt, property, or work (Aulia, 2019).

e) Qardh

Qardh is a loan contract that must be repaid in the same amount at the agreed time. Technically, these loans are issued by individuals or Islamic financial institutions to other people, which are then used for urgent needs. Payments can be made in installments or all at once (Wafa, 2020). According to Bank Indonesia, qardh is borrowing and borrowing funds without compensation, with the borrower's obligation to immediately return the principal or pay in installments over a certain period of time. Qardh is applied without compensation because lending money in exchange is usury. Riba qardh should not be done because the qardh agreement in Islam is about helping, not making a profit. Riba Qardh is essentially the result of profits obtained from additional principal payments required by the borrower so that the lender will receive the excess from the recipient of the debt (Latifah, 2021).

f) Hawalah

Hawalah is an agreement to transfer debts/receivables from one party to another. In financial institutions, hawalah is implemented to provide additional financing opportunities for customers who want to sell their products to customers, with guaranteed payments from customers in the form of call back deposits or checks after the date, but adjusted to Sharia principles (OJK, 2014).

g) Rahn

Ar-rahn is to hold one of the assets of the borrower for the loan he received or it can be called a mortgage. The object of the confiscated goods has an economic interest, so that the detaining party is guaranteed that all or part of the receivables can be collected. Rahn is a kind of debt guarantee or mortgage. The owner of the pawned item is called rahin, and the person who lends it is the person who takes it and holds it called murtahin. Rahn according to sharia terms is to make objects that have value according to sharia as collateral for a debt, so that someone may take a debt or take some of the benefits of the item (A. Rahayu, 2019).

h) Ijarah

According to language, the word ijarah comes from the word al-ajru which means al-ivadu (change), therefore at-thawab (reward) is called ajru (wages). Al-ijarah pronunciation in Arabic means wages, rent, services, or rewards. Al-ijarah is one form of muamalah in meeting the needs of human life, such as renting, closing or selling hotel services and others. Ijarah in the sense of lughat is a reward, ransom or reward. According to syara, it means entering into a

contract to benefit from something that is received by another person by paying according to an agreement whose terms have been determined (OJK, 2014).

Ijarah comes from Arabic which means fee for services or rent/wages. The term ijarah is commonly used in Islamic banking. Judging from the meaning and context in banking, Ijarah is the transfer of usufructuary rights over an item with rental payments, without the ownership of the item moving. Ijarah means renting out something without the intention of owning it. The lessee is the leasing customer and the bank is the leasing party. Ijarah financing is regulated in Islamic law, the ijarah contract is regulated in the MUI Fatwa on Ijarah Financing No. 09/DSN-MUI/VI/2000.

i) Mudharabah

Mudharabah can be interpreted as the basis for business cooperation between two parties, namely the business manager called mudharib and the party with capital is called shahibul maal. The financier receives a share of the income on an ongoing basis as long as the business exists. The amount of profit earned is divided based on the agreement specified in the initial contract. Mudharabah means investing funds from the fund owner (shahibul maal) in the fund manager (mudharib) to carry out certain commercial activities with distribution using the profit and loss method (distribution profit and loss) or a method to generate income (distribution of income) between the two parties based on the ratio previously negotiated.

j) Istishna'

Istishna is a sales contract in the form of an order for the manufacture of goods with certain criteria and conditions agreed upon between the buyer (buyer/mustashny) and seller (producer/shani) (www.ojk.go.id, n.d.). Istishna is a contract for ordering goods from party 1 (customer) to party 2 (producer). Buyers have their own criteria for what type of product the manufacturer should make. Manufacturers must produce products ordered by considering the wishes of customers. The Istishna Agreement has been known since ancient times during the time of the Prophet Muhammad. The Prophet is said to have ordered a silver ring. The goods order form stated in the contract is correct. This contract was then agreed upon by the scholars at a later date as one of the buying and selling contracts according to Islamic law (OJK, 2021).

k) Murabahah

Murabahah is a contract made by using buying and selling instruments with profit taking. This scheme is used to access business capital through bai "murabahah bil va'di lisi sira" and



"murabahah lil amri lisi srira" contracts. The profit received by the bank depends on the size of the profit. Murabaha contracts are financed in ribhun (profit) by buying and selling in installments or in cash. Murabahah contract includes bayul amanah, which means a trust sale and purchase transaction, when the seller clearly and honestly provides transparency to the buyer regarding the price of capital and margin. There are two types of murabaha purchase orders in Indonesia, non-binding and binding ones. Unbinding i.e. when the client can cancel the request. However, the current practice of murabaha orders in Indonesia is binding. The loss of a murabahah purchase order can easily fall into the transfer of debt by a purchase sale, if the asset never falls into the hands of the bank (Permata, 2016).

Murabahah is basically a process of buying and selling goods where the initial price and profits have been known and agreed upon by both parties in advance. While the murabahah contract in Islamic banking can be interpreted as a type of contract that is often used by banks to buy products according to customer requests and then sell them to customers at a pre-agreed purchase price and profit. The definition of a murabahah contract is contained in the clarification of the Law of the Republic of Indonesia Number 21 of 2008 concerning Sharia Banking Article 19 paragraph (1) letter d, namely: "Murabaha contract means a contract to finance an item that confirms the purchase price to the buyer and the buyer pays it at a higher price as an agreed profit" (Widianto et al., 2020).

#### 1) Salam

In terms of terminology, according to the fuqaha, the sale and purchase of greetings is a sale and purchase that is stated to be dependent in exchange for payment made at that time. Salam contract is also known as SaIaf contract. In terms of language, the two words have the same meaning, namely "accelerating the movement of capital and managing goods". Syafi'iyah and Hanabilah scholars argue that salam is a contract for ordered goods with certain specifications, the delivery of which is delayed at a certain time, and paid in cash at the contract assembly. Ulama MaIiki explained that salam is a sales contract in which payment is made in cash and the goods are delivered later for a certain period of time in accordance with the agreement agreed between the seller and the buyer (A. K. S. Rahayu, 2020).

#### **Sale and Purchase Agreement in the Virtual World or e-commerce**

Buying and selling in cyberspace or e-commerce is one embodiment of online business. This is inseparable from transactions such as buying and selling on the internet. This transaction is

called electronic commerce or called e-commerce. E-commerce includes the activities of buying, selling, marketing, and servicing products and services offered through computer networks. The basis of the law: "O you who believe. If you do muamalah not in cash for a specified time, you should write it down" (AI-Baqarah: 282). According to the interpretation of AI-muyassar, Sheikh as-Syinqithi said: Zahir this verse indicates that the debt must be written down, because the command of Allah SWT indicates that it must be done, but he hints that this is a recommendation and not an obligation. According to Islam, online business is legal as long as it does not contain harmful elements such as usury, tyranny, fraud, fraud, and obscurity (Widianto et al., 2020).

### **Credit Sale and Purchase Contracts in Islam**

Credit buying and selling is a transaction in which payment is made in installments (bait at'taqsih) by dividing the payment of a merchandise into several parts on a regular basis that occurs between the two parties until an agreement is reached regarding the goods and the terms of the price (Okta, 2021). Purchase on credit is the purchase of a product whose costs are paid in stages according to the stages of payment that have been agreed upon by both parties (seller and buyer). There are differences of opinion, there are those who allow and forbid, the scholars of the four schools of thought, namely Syafi'iyah, Hanafiyah, Ma'ikiyah, Hamba'iyah, Zaid bin Ali and most scholars allow buying and selling through this system, both the price of goods that are the object of cash transactions are the same or higher. They need clarity of contract, namely the same understanding between the seller and the buyer that using the credit system. In this type of transaction, the seller mentions two prices, namely the cash price and the credit price. Credit payments are allowed, if the speed or time has been determined and the amount of payment has been agreed in advance (Widianto et al., 2020).

### **Legal Basis of Online Credit Sale and Purchase Contracts in Islam**

Online credit buying and selling contracts in Islam from the results of the research, highlight the qardh and murabahah contracts as the right contracts to be applied in Paylater transactions. The reason is because in the MUI fatwa the two contracts explain how the delay in payment or debt transactions are carried out. The following is the legal basis of the two contracts that will be discussed:

### 1) Fatwa No. 19/DSN-MUI/IV/2001 regarding the qardh contract

a. The word of Allah SWT.

Q.S. Al-Baqarah: 282

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَيْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ...

Meaning: "O you who believe! If you do not mu'amalah in cash until a certain time, make it in writing ...".

Q.S. Al-Maidah: 1

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ...

Meaning: "O you who believe! Fulfill those contracts...".

Q.S. Al-Baqarah: 280

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ ...

Meaning: "And if he (the debtor) is in trouble, give him respite until he is abundant...".

b. Hadiths of the Prophet Muhammad SAW.

مَنْ فَرَّجَ عَن مُّسْلِمٍ كُرْبَةً مِّنْ كُرْبِ الدُّنْيَا، فَرَّجَ اللَّهُ عَنْهُ كُرْبَةً مِّنْ كُرْبِ يَوْمِ الْقِيَامَةِ، وَاللَّهُ فِي عَوْنِ الْعَبْدِ مَا دَامَ الْعَبْدُ فِي عَوْنِ أَخِيهِ  
(رواه مسلم).

Meaning: "Whoever frees a Muslim from his troubles in this world, Allah will relieve him of his troubles on the Day of Resurrection; And Allah always helps His servant as long as he (likes) helps his brother" (HR. Muslim).

مَطْلُ الْغَنِيِّ ظُلْمٌ... (رواه الجماعة)

Meaning: "Delay (payments) made by people who can afford is an injustice..." (HR. Jama'ah).

لِيُ الْوَالِدِ يُحِلُّ عِرْضَهُ وَعُقُوبَتَهُ (رواه النسائي وأبو داود وابن ماجه وأحمد).

Meaning: "The delay (payment) made by people is able to justify self-esteem and impose sanctions on him" (Narrated by Nasa'i, Abu Daud, Ibn Majah, and Ahmad).

إِنَّ خَيْرَكُمْ أَحْسَنُكُمْ قَضَاءً (رواه البخاري)

Meaning: "The best among you is the one who is best at paying his debts" (Narrated by Bukhari).

c. Hadith of the Prophet narrated by Tirmidhi from 'Amr bin 'Auf:

الصُّلْحُ حَائِزٌ بَيْنَ الْمُسْلِمِينَ إِلَّا صُلْحًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا  
وَالْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا.

Meaning: "Peace can be made between Muslims except peace which forbids the lawful or makes lawful the unlawful; and the Muslims are bound by their conditions except those that forbid what is lawful or make lawful what is unlawful."

d. Fiqh rules:

كُلُّ قَرْضٍ حَرٌّ مَنْفَعَةٌ فَهُوَ رِبَا.

Meaning: "Every debt that brings benefits (for those who owe, muqridh) is usury". So, the qaradh contract has a stipulation that this contract is a loan whose funds must be returned according to the agreement with additional administrative costs borne by the borrower (Mazawa, 2016). In Article 20 Paragraph (36) of the Compilation of Sharia Economic Law (KHES) Qarad is the provision of funds or bills between an Islamic financial institution and a borrower that requires the borrower to make payments in cash or installments within a certain period of time. The scholars agreed that the legal qarad may be carried out. Qarad is permissible because qarad has the nature of mandub (recommended) for people who are indebted and permissible for people who are in debt (Batubara, 2021). The law of qarad is basically sunnah for people who give debts and permissibility for people who ask for debts. A person may go into debt if he is in a forced condition to keep himself away from danger, such as to buy food so that he avoids hunger (Saputri, 2021).

2) **Fatwa No. 04/DSN-MUI/IV/2000 tentang akad murabahah**

a. The Word of Allah SWT.

Q.S. An-Nisa: 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ  
تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ...

Meaning: "O you who believe! Do not eat (take) each other's property in a vanity way, except by way of commerce that applies voluntarily between you..."

Q.S. Al-Baqarah: 275

... وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا...

Meaning: "...And Allah has permitted trading and forbid usury..."

Q.S. Al-Maidah: 1

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ...

Meaning: "O you who believe! Fulfill those contracts..."

Q.S. Al-Baqarah: 280

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ...

Meaning: "And if (the debtor) is in trouble, then give him respite until he is abundant..."

b. Hadists of the Prophet Muhammad SAW

عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ رَضِيَ اللَّهُ عَنْهُ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ  
وآلِهِ وَسَلَّمَ قَالَ: إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ، (رواه البيهقي وابن ماجه  
وصححه ابن حبان)

Meaning: From Abu Sa'id Al-Khudri that the Messenger of Allah said, "Indeed buying and selling must be done like and like." (Narrated by al-Baihaqi and Ibn Majah, and judged authentic by Ibn Hibban).

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ قَالَ: ثَلَاثٌ فِيهِنَّ الْبَرَكَةُ: الْبَيْعُ إِلَى  
أَجَلٍ، وَالْمُقَارَضَةُ، وَخَلْطُ الْبُرِّ بِالشَّعِيرِ لِلْبَيْتِ لِأَنَّ لِلْبَيْعِ (رواه ابن ماجه  
عن صهيب)

Meaning: "The Prophet said, 'There are three things that contain blessings: buying and selling not in cash, muqaradhah (mudharabah), and mixing wheat with barley for household purposes, not for sale.'" (Narrated by Ibn Majah from Shuhaib).

الصُّلْحُ جَائِزٌ بَيْنَ الْمُسْلِمِينَ إِلَّا صُلْحًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا  
وَالْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا  
(رواه الترمذي عن عمرو بن عوف).

Meaning: "Peace can be made between Muslims except peace which forbids the lawful or makes lawful the unlawful; and the Muslims are bound by their conditions except those that forbid what is lawful or make lawful what is unlawful" (HR. Tirmizi from 'Amr bin 'Auf).

مَطْلُ الْغَنِيِّ ظُلْمٌ...

Meaning: "Procrastinating (payments) made by people who can afford is an injustice..." (History of the congregation).

لِي الْوَاحِدِ يُحِلُّ عَرِضَهُ وَعُقُوبَتَهُ.

Meaning: "Procrastination (payments) made by people are able to justify self-esteem and give sanctions to them" (History of Nasa'i, Abu Dawud, Ibu Majah, and Ahmad).

أَنَّهُ سُئِلَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنِ الْعُرْبَانِ فِي الْبَيْعِ فَأَحَلَّهُ

Meaning: "The Messenger of Allah. was asked about 'urban (advance) in buying and selling, then he made it lawful" (History of `Abd al-Raziq from Zaid bin Aslam).

- c. Ijma' The majority of scholars regarding the permissibility of buying and selling by means of Murabaha (Ibn Rushd, Bidayah al-Mujtahid, juz 2, p. 161; see also al-Kasani, Bada'i as-Sana'i, juz 5 p. 220-222) .

d. Fiqh rules:

الأَصْلُ فِي الْمُعَامَلَاتِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا.

Meaning: "Basically, all forms of muamalah are permissible unless there is evidence that forbids it."

So, the murabahah contract has provisions that must avoid usury, the goods are in accordance with Sharia (halal), the contract is clear if the transaction is not direct Iunas (debt), the payment due must be according to the agreement. The relationship between this contract and the payer is a sale and purchase contract for goods by installments in tenors according to the agreement (Juliana, 2018). Murabaha is a sale and purchase contract for an item by confirming the purchase price to the member and the member pays it at the acquisition price plus the agreed profit margin (Arum, 2019).

### **Paylater Legal Review**

UU no. 23 of 1999 concerning Bank Indonesia article one number six, currently known payment instruments other than cash payments are paper-based payments (Cek/Bilyet Giro), card-based (Credit Cards and Debit Cards) and digital-based. Currently, people in Indonesia are starting to be introduced to this digital payment system. According to Tarantang et. al (2019) digital payments are payments using technology. Money is stored then processed and received in the form of information in digital payments, the process of transferring money is carried out using electronic payment tools. In mid-2018 the fintech company introduced a payment technology with the concept of installments without a credit card, namely Paylater (Rumayya et al., 2020). PayLater is a payment method offered by various digital companies that aims to make it easier for users to fulfill all their life needs. By using PayLater, we can "buy now and pay later" like a credit card, where the digital company first covers the payment at the initial purchase of a product, after which the user can pay the installment bill according to the chosen maturity date (Prastiwi & Fitria, 2021).

Paylater is similar to a credit card, not card-based, but based on financial technology (fintech). The legal provisions regarding the use of paylaters in the practice of ordering travel agent services or food and/or delivery are almost the same as the provisions on the use of credit card (Latifah, 2021). The use of credit cards and paylaters is slightly different, the two payment

systems provide an opportunity for consumers to buy on credit. The presence of credit cards and digital money makes online shopping more attractive (Luqman, 2021).

According to the results of the analysis, there are at least four legal views on this matter.

a) Paylater is considered usury, when someone uses paylater to fulfill their needs, the paylater platform provider automatically acts as a party that owes to consumers to redeem the goods/services ordered. The existence of additional conditions that are met first makes this contract a part of the qardlu jara naf'an family (obtaining debt by taking profits). Debt by receiving ra'su al-maal embeds is a characteristic of qardli usury, so the law is haram.

b) Paylater is considered an Ijarah contract. Ijarah is a service lease agreement that involves the existence of intermediaries or survivors (wisathah) between consumers and suppliers directly. Assistance is provided in the form of an application, because without the application, consumers cannot apply for a loan directly from the provider.

c) Paylater can be seen as a Bai'bi al-Wafa' contract. Bai'bi al-wafa' is the practice of buying and selling carried out by someone because of an unavoidable desire, so that a third party is needed as an intermediary.

d) Paylater can be viewed as a contract for the provision of debt collection services in accordance with the Ju'alah principle. Ju'alah is a competitive contract in which the consumer - through the survivor in the form of an application - tells the supplier, "I bought this product/service. I don't have enough funds. Please find me a loan later, I will give you 10% of the amount I will pay in a year".

The advantages of Paylater are Easy Process, Flexible deadlines without interest, can be used anytime and anywhere, meanwhile Paylater's disadvantages are consumptive, bill swelling, data security problems (Populix, 2021).

### **E-commerce Paylater Development**

In the 2020 report released by DSRResearch, pay later is the third most popular among the public after digital wallets and investment applications. He explained that the reason for this was an increase in consumer demand and the lack of public interest in credit cards in a bank. Daily Social's research explains the growing paylater service platform in Indonesia. Starting from an integrated platform category consisting of 7 service providers such as Kredivo, Akulaku, Home Credit, Kreditmu, Indodana, Shopee Pay later and Atome. Of the seven services, DSRResearch compares various things such as pay later submission requirements (administrative



requirements), credit limits set by service applications (different), interest rates on services ranging from 0 to 3.99 percent, loan tenors of less than one year, user area coverage, security system (OTP, SMS, fingerprint), Virtual Account (VA) average Payment Channel and installment calculation if using different pay later services according to interest and loan tenor. Pay later services have become a payment option because they are considered easy to use, fast access, not complicated when compared to banking credit cards (Eka, 2020). Based on the Fintech 2021 report by Daily Social, Shopee Paylater is the pay later or paylater service most widely used by Indonesians. It was recorded that 78.4% of respondents used the application last year. Gopay Paylater 33.8% of respondents use it. Kredivo and Akulaku users are 23.2% and 10.4%, respectively. Traveloka Paylater 8.6% of respondents use it. 3.3% of respondents use paylater services from Indodana. 2.8% of respondents use paylater Home Credit. Meanwhile, 0.4% of respondents use other paylater applications. The survey was conducted by Daily Social to 1,500 respondents in Indonesia (Mahdi, 2022).

### **Previous research**

Hanif Ahmad Widiyanto's research, Asep Ramdan Hidayat, Ira Siti Rohmah Maulida (2020) entitled Review of the Sharia Economic Law of Murabahah Agreements on Pay later Practices in Market Places obtained the results that Pay later buying and selling activities have met the requirements and are in harmony with additional administrative fees allowed, but It is recommended in one installment because if it is more there will be an additional percentage of payments added, so the transaction is not recommended because it contains elements of usury.

RohmatuI Hasanah's research (2020) entitled Review of Islamic Law on ShopeePaylater Credit Practices from the Shopee Marketplace found that Paylater practices have 2 laws, namely permissible (permissible) because they have met the requirements according to Sharia accompanied by additional deferral fees. It is forbidden because there is an additional price if the installments are made more than 1 time, the amount is in the range of 2.95 percent with a tenor of 2.3 to 6 months in installments.

Ah KhairuI Wafa's research (2020) entitled Review of Sharia Economic Law on ShopeePay Later found that the new feature on this marketplace is very popular with the public with various conveniences and installments with 0% interest are applied if payments are made in one installment tenor, but this feature still experiencing polemics on Sharia law.

The research of Iin Emy Prastiwi<sup>1</sup> and Tira Nur Fitria (2021) entitled Pay later Online Shopping Concept in an Islamic Economic View obtained the results that buying and selling is said to be valid if it knows the market price that is generally accepted, otherwise if it is not known to the buyer, the transaction is prohibited. Pay later makes transactions easier, but we need to balance the understanding of various risks such as creating a consumptive culture in society and accumulating debt.

## **CONCLUSION**

A sales contract is a meeting between a seller and a buyer to make a transaction. Buying and selling activities in Islam are considered invalid if they are carried out without a contract. The basics of a sale and purchase contract consist of the seller and the buyer, the object of the contract, and the pronouncement of the contract (Ijab Kabul). The terms of the applicable sale and purchase contract are that the property must be lawful, there is sincerity between the seller and the buyer in the transaction and the fulfillment of legal requirements. The terms of sale and purchase contracts that are in accordance with Sharia are of various types, such as musyarakah, wadi'ah, wakalah, kafalah, qardh, hawalah, rahn, ijarah, mudharabah, istishna', murabahah and greetings. Buying and selling in cyberspace or e-commerce is one embodiment of online business. This is inseparable from transactions such as buying and selling on the internet. This transaction is called electronic commerce or called e-commerce. Purchase on credit is the purchase of a product whose costs are paid in stages in accordance with the stages of payment that have been agreed upon by both parties (seller and buyer).

The results of the study are online credit buying and selling contracts in Islam are qardh and murabahah contracts as the right contracts to be applied in Pay later transactions. The reason is because in the MUI fatwa the two contracts explain how the delay in payment or debt transactions are carried out. The qardh contract has a stipulation that this contract is a loan whose funds must be returned according to the agreement with additional administrative costs borne by the borrower. Murabahah contracts have provisions that must avoid usury, the goods are in accordance with Sharia (halal), the contract is clear if the transaction is not directly lunas (debt), the payment due must be in accordance with the agreement. The relationship between this contract and the pay later is a sale and purchase agreement for goods by installments in tenors according to the agreement. Pay later is similar to a credit card, not card-based, but based on financial technology (fintech). The legal provisions regarding the use of pay later in the

practice of ordering travel agent services or food and/or delivery are almost the same as the provisions on the use of credit cards. We need an MUI fatwa regarding pay later specifically to be a guide or guide, especially Muslims in Indonesia to avoid transactions that approach usury in this increasingly modern era.

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