

## BUYING AND SELLING TRANSACTIONS WITH SHOPEE PAYLATER PERSPECTIVE OF SHARIA ECONOMIC LAW

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### Abstract

*The very rapid development of technology makes all buying and selling transactions carried out not have to be face to face. Then buying and selling in Islamic law is often referred to as buying and selling online, which is actually permissible in modern fiqh as long as the pillars and conditions are met when it does not involve usury, gharar and maisir because basically all buying and selling must avoid these things. This study analyzes the review of Islamic law regarding buying and selling online with ShopeePAY Later Credit. The data analysis technique in this study is descriptive qualitative. The results of this research analysis show that: The practice of ShopeePAY Later transactions is carried out through an application, namely through the Shopee marketplace, when Shopee users register for ShopeePAY Later activation. After ShopeePAY Later is successfully activated, users can use ShopeePAY Later to shop, and users can pay for their purchases according to the tempo they selected. The way to pay bills can be done by transferring via ATM, I-Banking, M-Banking or paying through minimarkets such as Indomaret and Alfamart. According to Islamic law, ShopeePAY Later, when viewed from the pillars and terms of buying and selling, the pillars of qard are in accordance with Islamic law. Then, if seen from DSN-MUI No: 110/DSN-MUI/IX/2017 regarding the sale and purchase contract, it is permissible that the non-cash sale and purchase price may not be the same as the cash price, so the price difference is on ShopeePAY Later to buy now, pay later, 3x instalments, 6x instalments and 12x instalments are allowed. Buying and selling ShopeePAY Later is justified by buying and selling greetings. That is, both buying and selling are delayed on greetings for goods that are delayed, while on ShopeePAY Later, the money is delayed. However, the fine that applies as much as 5% when late paying is usury.*

**Keywords :** Buy and Sell Online, ShopeePAY Later, Sharia Economic Law.

### Abstrak

*Perkembangan teknologi yang sangat pesat membuat semua transaksi jual beli yang dilakukan tidak harus tatap muka. Kemudian jual beli dalam hukum Islam sering disebut sebagai jual beli online, yang sebenarnya diperbolehkan dalam fiqh modern selama pilar dan syaratnya terpenuhi ketika tidak melibatkan riba, gharar dan maisir karena pada dasarnya semua jual beli harus menghindari hal-hal tersebut. Penelitian ini menganalisis kajian hukum Islam mengenai jual beli online dengan ShopeePAY*

*Later Credit. Teknik analisis data dalam penelitian ini adalah deskriptif kualitatif. Hasil analisis riset ini menunjukkan bahwa: Praktik transaksi ShopeePay Later dilakukan melalui aplikasi, yaitu melalui marketplace Shopee, saat pengguna Shopee melakukan registrasi aktivasi ShopeePay Later. Setelah ShopeePay Later berhasil diaktifkan, pengguna dapat menggunakan ShopeePay Later untuk berbelanja, dan pengguna dapat membayar pembelian mereka sesuai dengan tempo yang mereka pilih. Cara membayar tagihan bisa dilakukan dengan transfer melalui ATM, I-Banking, M-Banking atau membayar melalui minimarket seperti Indomaret dan Alfamart. Menurut syariat Islam, ShopeePay Later, jika dilihat dari pilar dan ketentuan jual beli, rukun qard sudah sesuai dengan hukum Islam. Kemudian, jika dilihat dari DSN-MUI No: 110/DSN- MUI/IX/2017 tentang kontrak jual beli, diperbolehkan bahwa harga jual beli non tunai tidak boleh sama dengan harga tunai, sehingga selisih harga ada di ShopeePay Later untuk beli sekarang, bayar nanti, 3x cicilan, 6x cicilan dan 12x cicilan diperbolehkan. Jual beli ShopeePay Later dibenarkan dengan melakukan jual beli salam. Artinya, baik jual beli tertunda karena salam barang yang tertunda, sedangkan di ShopeePay Later, uangnya tertunda. Namun, denda yang berlaku sebanyak 5% ketika terlambat membayar adalah riba.*

**Kata Kunci:** *Jual Beli Online, ShopeePay Nanti, Hukum Ekonomi Syariah.*

## **A. Introduction**

The development and progress of the times are currently happening very rapidly, as well as developments in Science and Technology (Science and Technology), which has been proven by the discovery of various new discoveries in this field, namely in the form of transportation equipment, sophisticated electronic devices and also communication tools. One example that we cannot avoid is the development of the internet network. Currently, the internet has been used for various purposes to facilitate human activities around the world without the need to leave the user's location. Among them, internet media has become the pre-eminent in the business world (buying and selling), where it is easier for business people to market and develop their business to be wider and global. Through the rapid development of technology, many buying and selling transactions are carried out without having to meet face to face. Then according to Islamic law, buying and selling is often called buying and selling online, which is indeed permissible in contemporary fiqh as long as the pillars and conditions are met by not containing usury, gharar and maisyr, because basically any buying and selling must be avoided from these things (Mustofa, 2019).

Allah swt has said in Q.S Al Baqarah (2:275) (Agama, 2015)

The Translate;

... In fact, Allah has justified buying and selling and forbidding usury....

Based on the verse above, it is clearly emphasized that buying and selling are permissible as long as it does not contain elements of usury because, basically, usury is something that is prohibited by religion.

Buying and selling online can also be called e-commerce which is one implementation of online business. The various conveniences offered by e-commerce attract the attention of the public to divert their choices from manual to use internet-based technology. Therefore, in the digital era like today, many business people are competing to attract the hearts of consumers through the internet network. Services offered via the internet range from online buying and selling, e-banking, bill payments, and ordering transportation tickets; even what is currently being developed is online credit.

The word credit is no stranger to hearing; credit is something that is paid in stages, both in buying and selling and borrowing. Humans actually always try to meet needs, including primary, secondary and tertiary needs, which have their own priorities for fulfilling them. But basically, humans are creatures that are never satisfied with something. Meanwhile, the ability to fulfil them is very limited, so this causes humans to need help to fulfil their desires, namely with the credit system. Many services offer the purchase of goods in instalments, starting from credit cards and even online credit. Online credit appears due to the expansion of e-commerce in society. So do not be surprised if purchasing an item on credit online is widely discussed by the wider community because this system offers credit services without using a credit card.

Online shopping with a credit system is a way of selling goods with non-cash payments (deferred or instalment payments). With this system, we can shop even though we don't have any money yet because we can make payments later on credit or in instalments over several months. Online shopping can be paid via ATM, I-Banking, MBanking or paid through minimarkets such as Indomart. Online shopping through marketplaces is a service that is in great demand, and marketplaces are internet-based (web-based) online media where business activities and transactions are carried out between buyers and sellers. One of the marketplaces that are in great demand today among teenagers to adults is Shopee.co.id. This is realized by providing many features to make it easier for sellers and buyers to interact with each other so that many people are interested in using the Shopee application. Some of the features available at Shopee are 12.12sale, all 10 thousand, flash sale, free shipping for a minimum shopping of IDR 0, cashback & vouchers, shopee games, shopee pay, and the latest is Shopee pay Later and many more.

Shopeepay Later's payment and billing system is similar to payment via credit card. After making a transaction using Shopeepay Later, later the user will be required to pay a bill according to the amount of the bill and the maturity date.

Even though Shopeepay Later provides benefits and convenience in buying and selling transactions, it also has drawbacks, especially for consumers. The drawback of Shopeepay Later is that not everyone can make an application because, for submissions, they are required to get a recommendation from Shopee first. On Shopeepay Later, there is no tolerance for late payments. If it is late, then you are required to pay a fine (Rohmatul, 2020).

In Elvyo Salsabella's Thesis, shoppee Customer Service, Iyanti said that in shopee, there is no flower practice. However, Shopee issued a statement that as of April 28 2020, transactions using Shopeepay Later are subject to an additional price of 2.95% for the "Buy Now Pay Later" program, which is completed within one month and instalments completed within 3 6 and 12 months. So that currently, all transactions using Shopeepay Later, both deferred payments and 3, 6 and 12-month instalments are subject to an additional price (Salsabella, 2020).

In addition to additional financing, Shopeepay Later also stipulates a fee in the event of a delay in payment, and the user is subject to a fine of 5%. The amount of the fine was also not previously stated. The amount of the fine appears when the user is late paying the bill. The user is expected to pay back the late penalty immediately to prevent further fees (Choki, Customer Service Shopee, *Interview Through the Chat Feature with Shopee*). Late payments can also result in freezing the shopee account, recorded in the OJK SLIK (Financial Information Service System), which can prevent the arrears from receiving financing from a bank or other company. Islamic law. Qard is the gift of property to other people that can be collected or requested back, or in other words, lent without expecting anything in return (Antonio, 2001). Accounts payable in muamalah should be carried out with extra care so that they do not conflict with Islamic sharia because this debt is a form of muamalah which humans do quite a lot to make ends meet.

However, what if the implementation of debts in the provision of credit contains elements that are detrimental to the community as loan recipients, as is the case with Shopeepay Later loans? These detrimental elements include the imposition of fines for late loan payments and additional payments if you choose to pay off the loan with a 3x, 6x and 12x instalment system, but it is not transparent, and it is not agreed in advance.

Based on the background of the problems above, researchers are interested in how the online buying and selling mechanism uses Shopeepay Later credit. And what is the review of Islamic law against buying and selling online using Shopeepay

Later credit? The research objectives are to analyze the mechanism of buying and selling online using ShopeePAY Later credit and to analyze Islamic legal reviews of buying and selling online using ShopeePAY Later credit.

Theoretical Benefits, namely to provide an explanation of the problem of buying and selling online using ShopeePAY Later credit based on an overview of Islamic law so that it can become a guide and reference, whether or not these rules are in accordance with the provisions of Islamic law regarding ShopeePAY Later credit issues, as well as Practitioner Benefits, namely to provide evidence to the community whether ShopeePAY Later credit is in accordance with legal principles in Islam so that it can provide certainty to the community, whether or not these regulations are in accordance with sharia provisions so that there is no need for concern in the community. Similar research has also been researched by Anif Ahmad Widiyanto, Asep Ramdan Hidayat, and Ira Siti Rohmah Maulida in 2020 in their research entitled "A Review of Sharia Economic Law of Murabahah Contracts on Paylater Practices in the Marketplace" with the type of literature research. The results of his research stated that according to Islamic law, ShopeePAY Later had fulfilled the pillars and conditions of buying and selling in Islamic law. This can be seen when the transaction is not visible, which is contrary to the sale and purchase contract in Islam, and the handling fee has already been mentioned at the beginning. Even though it can change at any time without notification, it does not conflict with the pillars of Islamic buying and selling conditions. We recommend using ShopeePAY Later with 1x payment, so you don't get stuck in usury. The difference in the research that will be carried out with the research of Widiyanto et al. is that, his research only focuses on murabahah contracts in ShopeePAY Later practices, while the author will focus on the buying and selling system in Islam and qard contracts on ShopeePAY Later credit.

The concepts of buying and selling and qard are transactions that are commonly carried out by the community, both to meet their daily needs and for investment purposes. Etymologically, it means exchange transactions other than facilities and enjoyment. Meanwhile, according to the terminology, buying and selling is an agreement to exchange objects or goods that have value voluntarily between two parties, one party receives the objects, and the other party accepts them in accordance with the agreement or regulations that have been justified by the Shari'a and agreed upon (Hasan, 2018). Therefore it can be interpreted that buying and selling is the binding of a buyer to a seller or vice versa, by both providing an agreement that has been agreed upon.

There are several terms used for buying and selling, namely al-bai', which is handing over goods and receiving payment, asy-syira', namely putting substances

into property rights in return, al-mubadah (exchange), and at-tijarah (trading between humans, or the exchange between the life of the world and the hereafter.

Etymologically, qard comes from Arabic, namely from the word "قطعة" Which means pieces. Whereas terminologically, qard means giving property to another person who can be asked back for the same amount, or in other words borrowing without expecting anything in return or addition. The definition of qard, according to the terms of the scholars, namely from the Maliki School, argues that qard is surrendering something of value to another person in order to get benefits, where the property handed over earlier may not be owed again in an unlawful way, provided that the item must be replaced at the appropriate time. Will come, provided that the compensation is no different from what was received. The Hanafi school argues that qard is a certain contract for surrendering the property to another person so that that person returns it with the same value. The Syafi'i school argues that qard is the ownership of an object on the basis of being returned with the same value. The Hanabilah school argues that qard is handing over the property to the person who uses it on condition that he returns it in exchange. From the several opinions above, it can be concluded that qard is a certain contract between two parties. One party surrenders his property to another party, provided that the party receiving the property returns it to the owner with the same value.

## **B. Research Methods**

The type and research approach is library research, which is a form of research in which the data source is obtained from books or written works that are relevant to the subject matter under study (Suryabrata, 2010). This research approach uses a normative approach. A normative approach is a research approach that is carried out by examining the data obtained and analyzed using library materials or mere secondary data (Soekanto, 2007).

This approach method is used to examine the data that has been obtained, and then the data is analyzed with Islamic law in the Shopee pay Later credit system. Data Source uses secondary data. The secondary data legal materials used include the primary legal materials used in the form of the Koran, namely Q.S. Al-Baqarah/2:275, as well as books on the concept of a qard contract. The secondary legal materials used are in the form of hadiths, theses, the official shopee website, journals, articles and other written sources that can provide an explanation of the primary legal materials. The data collection technique used by the author is a library research technique, namely collecting data by reading books, articles, or sources related to the subject matter. When quoting existing opinions, the author uses the following methods: Direct quotation, that is, the author quotes the quoted text

directly without converting it to the original text. Indirect quotation or citation. Only the essence or meaning of the quoted text is extracted without following the original text.

Management Techniques The collected data is processed qualitatively. This means that an idea, notion, or theory is processed by an expert in the form of a sentence or word and connected to the intended object discussed in the concept of thinking. It aims to process data in detail in relation to the subject matter based on existing facts. Data analysis, namely the process of data analysis in this study using descriptive analysis techniques with an inductive mindset, namely analysis techniques by presenting the data as it is, in this case, data about credit through shopeepay later and then analyzed using Islamic law.

### C. RESULTS AND DISCUSSION

#### 1. MECHANISM OF BUYING AND SELLING ONLINE USING SHOPEEPAY LATER CREDIT

The first step is to enter the Shopee account that has been downloaded and registered first, then select my menu. Click the activate now button. When the screen appears as shown below, select activate now.



Gambar 1. Shopeepay Later registration mechanism

Next, click the Upload KTP photo menu; when the KTP photo has been uploaded, the name, NIK, and date of birth will automatically be filled in. After the KTP verification is successful, the next step is to fill in data such as the biological mother's name, monthly salary, education level, and occupation. Then fill in emergency contacts one and emergency two containing names,

contacts and cellphone numbers that can be contacted. Emergency contact is useful for contacting the ShopeePay Later account owner. If there is a late payment and it is also active, emergency contact two will be contacted by ShopeePay Later. After face verification is received, ShopeePay Later is active. For new users, there is only a limit of Rp. 100,000.

The way to shop with a new shopee account is to enter the main shopee page. If you want to use a free shipping voucher, first click the free shipping and voucher menu on the main Shopee page, then claim the free voucher. If you have got the product you want, then click buy now and enter the address according to the desired delivery destination, then save. So that later an order appears, which means the order is confirmed. After selecting the order, automatic payment has been completed by the shopeepay later party, and automatic payment is due on the 25th of next month. Payment may be made before the 25th. If it passes, a fine of 5% will be imposed.

In the shopee application, there is also a feature for submitting a return of goods. If an order is not in accordance with the specifications of the buyer's order, the buyer may submit a return by clicking submit a return, but if it is according to the order, the buyer can click the order received.

## **2. SELLING AND BUYING ONLINE IN AN ISLAMIC PERSPECTIVE**

In Islam, doing business online is permissible as long as there are no elements of usury, tyranny, monopoly and fraud. The Prophet indicated that buying and selling are lawful as long as it is consensual. Allah SWT says in the Quran Surah Al Baqarah (2: 275)

*The translation; "Those who consume (transact with) usury cannot stand up, except like a person who staggers because he is possessed by a demon. This happened because they said that buying and selling is the same as usury. In fact, Allah has justified buying and selling and forbidding usury. Anyone who has received a warning from his Lord (regarding usury) to him, then he stops so that what he has earned before becomes his and his business (is up to) Allah. Those who repeat (usury transactions) are the inhabitants of hell. They live in it."*

To find out whether buying and selling online is contradictory or not in terms of Islamic law, it is necessary to compare it with the terms and pillars of buying and selling, namely:

### **a. A Man of Faith**



In general, the al-aqid (perpetrator) of buying and selling is required to be an expert and have the ability to enter into a contract or be able to substitute for another person if he becomes a representative. The parties to the contract must have reached the mumayyiz level, and according to the Malikiyah and Hanafiyah scholars who said mumayyiz started at a minimum age of 7 years. Therefore, it is considered invalid for a contract to be made by young children who are not yet mumayyiz, crazy people, and others. Meanwhile, according to the Syafi'iyah and Hanabilah scholars, aqid must be mature, have a reason, and be able to maintain his religion and wealth. In online buying and selling transactions, each party involved in the transaction has met the tamyiz criteria and has been able to operate a computer and, of course, has fulfilled the requirements of having perfect skills and having the authority to make transactions and this cannot be done by people who do not have the skills perfect, as is done by a child who has no sense or a madman. As for the existence of sellers and buyers, even though in online buying and selling transactions they do not meet face to face, through the internet, there has been mutual bargaining or buying and selling interactions between sellers and buyers. Thus the conditions for people who enter into contracts in buying and selling have been fulfilled.

**b. *Sighat (pronouncement of consent and acceptance)***

Sighat contract (consent and consent) is something that is expected from two contracting parties which shows what is in the hearts of both about the occurrence of a contract. Wahbah al-Zuhaili defines a contract with the meaning of a meeting of consent and consent that is justified by syara', which creates legal consequences for the object. Ijab and qabul are the most important elements of a contract because, with consent and qabul, a contract is formed.

In Islamic law, statements of consent and qabul can be made orally, in writing or correspondence, or through gestures that give a clear understanding of the existence of consent and qabul and can also be in the form of acts that have become customary in ijab and qabul. Ijab and qabul in intermediary buying and selling, either through people who are sent or through certain media, such as correspondence and telephone. Jurisprudence scholars have agreed that buying and selling through intermediaries, either by envoys or through certain media, is valid if the consent and qabul are in line.

The objectives contained in the statement of consent and consent must be clear and understandable to each of the two parties involved in a sale and purchase transaction. In addition, the implementation of consent and qabul must also be directly related to an assembly. Consent and consent are permissible in different places as long as the seller and the buyer understand each other.

The definition of an assembly is not just a physical meeting in one room between sellers and buyers. Therefore buying and selling transactions through any remote means can be categorized as one assembly. Regarding this one assembly, Wahbah al-Zuhaili stated that the purpose of one assembly does not mean that the two parties making the contract must be in the same place. Because it could be someone sitting in another place and another person in another place, both of them can make contact with business relations, for example, via telephone or letter. Thus, what is meant by one assembly is when a transaction occurs, both parties (seller and buyer) are in one period or time.

According to Imam Malik and Ahmad Ibn Hanbal, if a buyer takes merchandise and gives the price without saying a word or without signalling to the seller, the sale and purchase are valid because such an act of exchange is proof of mutual consent. Because if one party does not like it, of course, he will not give his property to the other party.

In online buying and selling transactions, sellers and buyers meet in one assembly, which is called a virtual assembly. Sellers and buyers are not in one particular place in a physical sense, and transactions may be carried out from different countries. Basically, a statement of agreement on an online buying and selling transaction is the same as a statement of agreement in a transaction in Islamic law. This statement can be made in various ways and through various media as long as the intent of the seller and buyer can be understood and, of course, on the basis of mutual consent between the two parties conducting the transaction.

**c. *Buying and selling transaction object***

The form of the object of the contract can be tangible objects and intangible objects. Regarding commodities or goods that are used as objects of online buying and selling transactions, it depends on the seller's offer and the order from the buyer regarding what type of goods and how to buy them. In online buying and selling transactions, the commodities traded can be in the form of digital and non-digital commodities. Digital commodities, such as electronic newspapers, online magazines, digital libraries, ebooks,

domains, and others, can be delivered directly to buyers via the internet. Meanwhile, non-digital commodities cannot be delivered directly through internet media but are sent via courier services in accordance with the agreement on commodity or goods specifications and place of delivery.

It can be concluded that the absence of commodities at the time of the contract does not mean that the contract is invalid or categorized as *garar*, because the object in an online buying and selling transaction, even though it does not exist at the time of the contract, is certain to exist later. Buyers cannot see the object directly in an online buying and selling transaction because what is displayed on the internet is in the form of a photo of the object, so it is difficult for the buyer to determine whether the item exists or not. However, the goods that are transacted in online buying and selling already exist and are ready to be sent or ordered. Regarding buying and selling of goods that are not at the place where the sale and purchase agreement is made, it can be done as long as the criteria or conditions for the promised goods are in accordance with the information, then the sale and purchase is valid.

Basically, objects that are used as commodities in online buying and selling transactions are no different from transactions in Islamic contract law as long as the object of the transaction is lawful, useful, and has clarity in terms of form, function and condition and can be handed over at the time and place that has been agreed. Agreed upon by the seller and the buyer. Suppose the object of online buying and selling there is a discrepancy between what is displayed on the internet or cellphone screen and the goods that the buyer has received. In that case, the buyer can decide whether to take the item or return it to the seller.

**d. *There is an Exchange Rate for Goods Replacement***

Scholars have agreed that the parties involved must determine and know the exchange rate for goods in a transaction. This is intended to eliminate the ambiguity that can lead to disputes in the future. For example, if payments are made in money, the amount and currency used must be explained, or if it is with goods, the type, quality, and nature of the goods must be presented.

In online buying and selling transactions, before the payment process is carried out, each seller and buyer have agreed on the amount and type of currency used as payment and the payment method used, for example, by credit card. When the seller and buyer have reached an agreement, then make payments through the bank, and after the seller has received payment

and the buyer has sent proof of payment or receipt of purchase, the seller sends the goods following the agreement regarding the time of delivery and specifications of the goods to the buyer.

In principle, payment of prices in online buying and selling transactions fulfils the provisions of the Islamic contract system. Payment or price in online buying and selling transactions is something that is valuable and useful. The money used as a substitute for goods can be determined and known by the parties involved in the transaction and paid according to the agreement between the seller and the buyer.

Buying and selling include muamalah, which is legally permissible unless an argument forbids it. After reviewing the pillars and conditions of buying and selling in Islamic law, it can be concluded that online buying and selling transactions are not contrary to Islamic law, both in terms of the person who has the contract, *sighat* (pronounced consent and *qabul*), the object of the transaction, and the exchange rate of goods, as long as there are no unlawful elements in the transaction, such as usury, *gharar* (fraud), danger, ambiguity, and harming the rights of others, coercion, and of course the goods or services that are the object of the transaction are *halal*, not contrary to the Qur'an and Hadith, such as drugs, carcasses, pigs, and so on.

Buying and selling online, when viewed from the aspect of *maqashid sharia*, there are benefits in the form of ease of transaction and time efficiency. Because, indeed, the Islamic Shari'ah is established for the benefit of humans both in this world and in the hereafter. Buying and selling in Islamic law also does not see in terms of the type or model of the means used but rather emphasizes moral principles such as honesty and the principle of willingness between the two parties. Because selling defective goods without informing the buyer is certainly reprehensible in Islam.

### **3. SELLING WITH THE CREDIT SYSTEM IN AN ISLAMIC PERSPECTIVE**

Meeting our daily needs is made easy by the presence of the Shopee Marketplace, which offers loans to shop for daily necessities, be it food, clothing, household appliances or other needs. This convenience and advantage are also expressed by *Shopeepay Later* users, from those who can buy the goods they need when they are old/when they don't have money. They feel fortunate to be able to make capital that they can be used to rotate goods. It is more practical, the process is fast, and there are promos offered. This research will discuss how *Shopeepay Later* credit practices are analyzed using Islamic law.

**The first** starts with the pillars and terms of buying and selling, which are as follows:

a. ***There are people who are in contract or al-muta aqidain (buyer seller)***

- 1) It is clear that in the shopee marketplace, there are sellers and buyers, but the two still need to be met directly. Buyers can see the products being sold by visiting the seller's page.
- 2) There is no coercion (like and like). Buyers are free to choose the items they will buy. Buyers can also see a review of the product to be purchased as a material consideration when buying the item.

b. ***There is şigat (pronunciation of consent and consent)***

- 1) The person who says it is mature and wise. Sellers and buyers in the Shopee marketplace must be mature/intelligent because Shopee marketplace users must verify their data using a KTP. People who affirm personal data are, of course, considered intelligent because they can follow the rules of the Shopee marketplace.
- 2) Ijab and consent are carried out in one majlis in the Shopee marketplace. When the buyer has selected the selected item, a confirmation page will appear to convince the buyer to buy the item or not.

c. ***There are goods that are traded (Maqud alaih)***

- 1) That item is in the Shopee marketplace. When the item being traded runs out, there must be a description of it running out, and the item being exchanged is inevitably there.
- 2) Can be taken advantage of and justified by syara' As a seller to sell goods that can be taken advantage of by the buyer.
- 3) It can be handed over. When the buyer has purchased the goods according to the items purchased, the seller will send the goods according to the period set by the Shopee marketplace. So, the pillars and terms of buying and selling in the practice of Shopeepay Later credit from the market do not conflict with or violate the posts and conditions of a valid sale and purchase; the sale and purchase fulfils the pillars and requirements as stated above.

**The Second** is seen from the pillars of qarḍ, as follows:

- a. Muqtariḍ (borrowers), parties who need funds in this credit practice are ShopeePAY Later users.
- b. Muqriḍ (lender), the party who has the funds or who gives the loan, is the Shopee marketplace itself.
- c. The object of the contract is funds provided by the Shopee marketplace to ShopeePAY Later users, with the amount of the loan limit determined by the Shopee marketplace.
- d. Ijab and consent in this credit practice, ShopeePAY Later users will get details of borrowing funds from the Shopee marketplace according to how much funds are needed by ShopeePAY Later users to pay shopping bills and how much funds must be returned to the Shopee marketplace, the number of funds that must be returned following the applicable provisions of the Shopee marketplace and approved by the ShopeePAY Later user. The consent and acceptance between ShopeePAY Later users and the Shopee marketplace will be written on the loan contract page.

Based on the pillars of the qarḍ contract that occur in the ShopeePAY Later credit practice, nothing is violated, and all the posts can be fulfilled, so if you look at the qarḍ contract on ShopeePAY Later credit practices, it fulfils the pillars. In Fatwa No. 110/DSN-MUI/IX/2017 concerning sale and purchase agreements, it is permissible that the non-cash sale and purchase price may not be the same as the cash price. For different prices on ShopeePAY Later to buy now, pay later, 3x instalments, 6x instalments and 12x instalments are allowed. Transactions on ShopeePAY Later can be confirmed with bai' salam.

Tabel 1. Qiyas ShopeePAY Later

Bai'as-salam	<i>ShopeePAY Later</i>
DP belongs to the seller	HP contacts are held hostage and the shopeepay later account cannot be used temporarily
The item is delayed	The money pending/postponed

Buying and selling credit is approved by buying and selling greetings, where buying and selling greetings is permitted by the Prophet Muhammad. The similarity between buying and selling on credit and bai' salam is that in bai'

salam, when the buyer does not have sufficient funds when the goods have arrived, the buyer's DP can become the seller's property without transferring ownership of the goods. Can pay off the debt when it is due, contact the cell phone held hostage, and the ShopeePay Later account cannot be used temporarily. Besides that, bai' salam, the goods are delayed, while the money credit is delayed. The legal basis for the permissibility of bai'as-salam is QS. Al-Baqarah (2:282)

The translation;

"O you who believe, if you owe a debt for a specified time, you should write it down..."

The above paragraph covers all non-cash contracts, including buying and selling credit. Law no. 19 of 2016 concerning the Information and Electronic Transactions section stipulates point 17 that electronic contracts are agreements between parties made through an electronic system. So the writing system for buying and selling credit through social media is done through an electronic system.

At the time of the Prophet, bai salam was written manually, the name was written in black and white. Whereas in buying and selling via social media such as ShopeePay Later, the debt will be paid the following month on the Shopee account page when the buyer has made a purchase. When there is a delay in paying a debt, there should be no penalty because of the maturity date. This was decided unlawful by Al Majma 'Al Fiqhy Al Islami (fiqh division of Rabithah Alam Islami), the 11th congress in 1989, which reads

The translation;

*"If the creditor requires or obliges the debtor to pay a sum of money in the form of fines due to late payment of instalments that are due, then these terms and obligations are null and void, do not have to be fulfilled and are not even lawful to fulfil, whether the party making the requirements is a bank or an individual. Because this requirement is jahiliyah riba which the Koran has forbidden."*

In addition, the rules of the clergy regarding the addition of receivables for the imposition of fines were read:

The translation;

"Every receivable that takes advantage/profit is usury."

The above rule means a prohibition with the addition of loans. Suppose this is related to shopeepay later, where a delay in payment will impose a 5% penalty every month. So when buying and selling on ShopeePay Later, fines are imposed due to late debt payment; the law is usury.

#### **D. CONCLUSION**

Shopeepay Later credit practices are carried out through an application, namely the Shopee marketplace, utilizing Shopee users registering to activate ShopeePay Later. After ShopeePay Later is successfully activated, users can use Shopee PayLater to shop, and users can pay for their purchases according to the chosen tempo. The way to pay bills can be done by transferring via ATM, I-Banking, M-Banking or paying through minimarkets such as Indomaret, Alfamart.

Shopeepay Later, when viewed from the pillars and terms of buying and selling, the pillars of qard are in accordance with Islamic law. Then, if seen from DSN-MUI No: 110/DSNMUI/IX/2017 regarding the sale and purchase contract, it is permissible that the non-cash sale and purchase price may not be the same as the cash price, so the price difference is on ShopeePay Later to buy now pay later, 3x instalments, 6x instalments and 12x instalments are allowed. Buying and selling ShopeePay Later is justified by buying and selling greetings. That is, both buying and selling are delayed on greetings for goods, while on ShopeePay Later, the money is delayed. However, the fine that applies as much as 5% when late paying is usury.

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