

## E-COMMERCE AND ETHICAL BUSINESS PRACTICES: THE ROLE OF DSN-MUI FATWA

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**ABSTRACT** - In light of the rapid expansion of e-commerce, this study critically examines the role of the National Sharia Board-Indonesian Council of Ulama (DSN-MUI) fatwas (No. 144 and 146) in fostering ethical business practices within online marketplaces. With the ongoing digital transformation, aligning business practices with Islamic ethical standards has become increasingly critical. This research critically evaluates the practical implementation of Sharia-compliant consignment contracts on two leading platforms, Shopee and Tokopedia, using a document analysis approach. Findings indicate that current consignment contracts largely comply with DSN-MUI guidelines despite the absence of explicit contractual formulations. Furthermore, both Shopee and Tokopedia have implemented preventive and corrective mechanisms to deter prohibited transactions, such as *tadlis* (concealment of defects) and *ghisy* (quality mismatch). However, a notable gap exists in measures addressing *tanajusy* (demand engineering) transactions. The study suggests that issuing additional fatwas specifically targeting *tanajusy* transactions, along with adopting Islamic compliance labeling, could further strengthen the ethical framework of the e-commerce sector.

**Keywords:** Fatwa, Marketplace, MUI, Online Shop, e-Commerce, Islamic Ethics

**ABSTRAK - E-Commerce dan Praktik Bisnis Beretika: Peran Fatwa DSN-MUI.** Seiring dengan pertumbuhan e-commerce yang pesat, kebutuhan untuk menyelaraskan praktik bisnis dengan standar etika Islam semakin mendesak. Penelitian ini mengkaji peran fatwa DSN-MUI (No. 144 dan 146) dalam mendorong perilaku bisnis beretika di platform ritel daring. Penelitian ini secara kritis mengevaluasi implementasi kontrak konsinyasi pada dua platform e-commerce terkemuka, yaitu Shopee dan Tokopedia, dan menganalisis kesesuaiannya dengan prinsip-prinsip syariah. Dengan menggunakan pendekatan analisis dokumen, penelitian ini menguji kesesuaian praktik kontraktual dengan kedua fatwa DSN-MUI tersebut. Hasil kajian menunjukkan bahwa pelaksanaan kontrak konsinyasi saat ini secara substansial telah memenuhi persyaratan DSN-MUI meskipun tidak ada formulasi kontrak eksplisit. Selain itu, kedua platform telah menerapkan mekanisme preventif dan korektif untuk mencegah transaksi terlarang seperti *tadlis* (penyembunyian cacat) dan *ghisy* (ketidaksesuaian kualitas). Namun, penelitian juga mengungkapkan adanya kekurangan dalam mekanisme yang mengatasi transaksi *tanajusy* (rekayasa permintaan). Penelitian ini menyarankan untuk penerbitan fatwa tambahan yang khusus mengatur transaksi *tanajusy*, serta penerapan label kepatuhan syariah, sehingga dapat memperkuat iklim etis di sektor e-commerce.

**Kata Kunci:** Fatwa, Marketplace, MUI, Toko Online, e-Commerce, Etika Islami

## INTRODUCTION

Indonesia ranks as the fourth most populous nation globally, with its population reaching 273.52 million as of January 31, 2023 (Worldometers, 2024). This vast population not only makes Indonesia a dynamic socio-economic landscape but also positions it as a lucrative market for business development (Desmet & Parente, 2010; Matsuyama, 1992). Consequently, Indonesia has emerged as one of the most attractive markets for e-commerce, fostering rapid growth in its digital commerce ecosystem.

Since the advent of e-commerce in Indonesia in 2009, online marketplaces have witnessed exponential growth. Kracher and Corritore (2004) argue that e-commerce has penetrated society more swiftly and broadly than any previous technological innovation. For instance, data from iPrice (2023) indicates that leading platforms such as Tokopedia have attracted 158.3 million visitors in Q2 2022 a marginal increase from 157.2 million in Q4 2021. Moreover, projections by Hoppe et al. (2023) and corroborated by a report from Google, Temasek, and Bain & Co. suggest that Indonesia's digital economy will continue to grow at a double-digit rate, reaching a compound annual growth rate of up to 15% by 2025 and an estimated Gross Merchandise Value (GMV) of USD 210–360 billion by 2030 the highest in ASEAN.

Despite these positive economic indicators, the rapid expansion of e-commerce also presents significant challenges. On the consumer side, the convenience of online shopping is often accompanied by impulsive buying behavior (Abdelsalam et al., 2020; Harahap et al., 2021; Aragoncillo & Orús, 2018), characterized by unplanned and emotionally driven purchases, which can lead to financial instability (Beatty & Ferrell, 1998; Rook & Gardner, 1993; Verplanken & Herabadi, 2001; Verhagen & Van Dolen, 2011). For sellers, the competitive pressures to showcase high transaction volumes and positive testimonials sometimes incentivize unethical practices, such as generating fake reviews or orchestrating fraudulent transactions to artificially boost product popularity (Mao et al., 2015; Zhao, An, et al., 2017; Zhao, Li, et al., 2017, 2018). Furthermore, online marketplaces have also been identified as potential venues for prohibited transactions, including the sale of alcohol, cigarettes, and counterfeit goods.

Given that Indonesia is the largest Muslim-majority country, there is a heightened expectation that commercial transactions adhere to Islamic



principles derived from the Qur'an, Hadith, and *ijtihad* (Zainul et al., 2004; Thalib et al., 2020). In this context, religious guidance plays a critical role in shaping ethical behavior in commerce. The Prophet Muhammad (peace be upon him) emphasized adherence to divine guidance, stating, "I have left you two things. You will not go astray as long as you adhere to them: the Book of Allah and the Sunnah of His Messenger" (HR Malik, Al-Hakim, Al-Baihaqi, Ibn Nashr, Ibn Hazm). Similarly, the Qur'anic injunctions serve as a foundation for establishing norms that govern economic transactions (QS. An Nahl: 89; An-Nisa: 59).

In response to the evolving landscape of e-commerce and the need for clear ethical guidelines, the National Sharia Council-Majelis Ulama Indonesia (DSN-MUI) has issued fatwas specifically, Fatwa No.144/DSN-MUI/XII/2021 on marketplaces and Fatwa No.146/DSN-MUI/XII/2021 on online shops based on Sharia principles. These fatwas aim to mitigate the risks associated with grey-area (*shubhat*) transactions and to provide a framework that encourages Sharia-compliant business practices. Recent studies indicate an increase in religiosity among Indonesians (Husaini, 2022; LSI, 2023; Ministry of Religious Affairs, 2021; The Royal Islamic Strategic Studies Centre, 2023), suggesting that these fatwas could serve as an important catalyst for promoting ethical e-commerce practices.

However, despite the issuance of these fatwas, there remains a notable gap in the literature regarding their practical application within digital marketplaces. This study seeks to address the following research questions:

1. What is the substance of the DSN-MUI fatwa regarding marketplaces?
2. How is the marketplace fatwa implemented in Indonesian e-commerce?
3. What discrepancies exist between the prescribed fatwa and its actual implementation?

The research aims to analyze DSN-MUI fatwas on online marketplaces, evaluate their implementation in Indonesian e-commerce, and offer recommendations to bridge theory and practice. It seeks to foster an ethically sound digital commerce environment aligned with Islamic values. This study is significant as it contributes to the literature on Islamic jurisprudence and digital commerce by analyzing DSN-MUI fatwas in Indonesian e-commerce. It addresses the gap between theoretical religious frameworks and their practical application in digital marketplaces, providing insights to enhance consumer



trust and promote ethical business practices. Additionally, it offers policy implications for Indonesia, the largest Muslim-majority country, balancing economic growth with Islamic ethics.

The paper is structured as follows: After presenting the research background, the next section compiles previous research on e-commerce growth, consumer behavior, ethical dilemmas, Islamic business ethics, and fatwas. This is followed by the Methodology section, which explains the research design, data collection methods, and analytical framework. The Findings and Discussion section evaluates the implementation of DSN-MUI fatwas in Indonesian e-commerce and identifies discrepancies between guidelines and practices. Finally, the Conclusion section summarizes key findings, discusses policy implications, and suggests future research directions.

## LITERATURE REVIEW

### The Impact of Religious Guidelines on E-Commerce Practices

A growing body of research indicates that religious guidelines significantly influence consumer behavior in e-commerce contexts. For instance, Agarwala et al. (2019) demonstrated that both religious consciousness and high-quality content positively and significantly affect consumer buying behavior. Similarly, Anas (2020) reported that, although religious consumers share many characteristics with conventional consumers, they are particularly responsive to rational approaches embedded within effective content marketing strategies. Agarwala et al. (2019) synthesized findings from 20 leading marketing journals (1990–2016) and concluded that religiosity shapes consumer outcomes by influencing materialism, consumer ethics, and economic shopping behavior.

Empirical evidence further suggests that Muslim consumers are especially vigilant about ensuring that e-commerce practices do not incorporate elements prohibited by Islamic law, such as *riba* (interest), *gharar* (uncertainty), and *maysir* (gambling) (Fauzia, 2015). Azam et al. (2013) and Siala et al. (2004) found that Muslim consumers tend to trust websites with a clear Muslim identity more than neutral sites and express more favorable attitudes toward Muslim online shops. Additionally, Minton (2016) reported that higher levels of religiosity are associated with greater sacred attributions made by sellers. Moreover, Swimberghe et al. (2011) noted that both the cognitive and behavioral components of religious commitment contribute to the ethical judgments consumers form regarding questionable business decisions. These



findings collectively suggest that religious attributes, while sometimes employed purely for economic gain, play a crucial role in shaping both consumer and seller behaviors in digital marketplaces.

### Ethical Transactions in the Islamic Worldview

Within an Islamic framework, commercial transactions are categorized as *muamalah* dealings, which encompass sales and exchange of promises between individuals. This contrasts with *ibadat* dealings, which pertain to ritual worship and are governed by stricter protocols based solely on explicit instructions from the Qur'an and Hadith (Ishak & Asni, 2020). In *muamalah*, actions are generally permissible unless specifically restricted. Furthermore, Islamic commercial law emphasizes the achievement of *maqashid sharia* the overarching objectives of Islamic law which include the protection of faith (*din*), self (*nafs*), intellect (*'aql*), posterity (*nasl*), and wealth (*mal*) (Asutay & Harningtyas, 2015). These objectives function as a “moral filter” that precedes any transaction, ensuring that economic activities contribute to human well-being.

This moral filter can be operationalized through ethical principles that are then translated into business practices. Table 1 outlines the following operationalizations: the principle of unity, sourced from Hadith and Qur'an 53:39, translates into non-discriminatory hiring and rewards commensurate with effort; the principle of trusteeship, derived from Qur'an 4:58 and 3:129, is reflected in the fulfillment of contractual obligations and limited rights in private property; and the principle of justice, based on Qur'an 11:85 and 9:103, manifests in the prohibition of hoarding, encouragement of modest consumption, and income redistribution between the wealthy and the poor. Although these practices may resemble modern management strategies such as good governance and sustainable development, they are distinctly rooted in the interpretation of Islamic legal sources rather than solely empirical observations.

Table 1. Operationalization Example of Islamic Ethical Principle

Ethical Principle	Source	Sample of Business Practices Translation
Unity	Hadith	Non-discriminatory hiring
	Quran 53:39	Rewards commensurate with efforts
Trusteeship	Quran 4:58	Fulfillment of contractual obligations
	Quran 3:129	Limited rights in private property



Ethical Principle	Source	Sample of Business Practices Translation
Justice	Quran 11:85	Prohibition of hoarding, encouragement of modest consumption
	Quran 9: 103	Income redistributions between the wealthy and the poor

(Source: Kamri et al., 2014)

### The Function of Fatwa and the Indonesian Ulema Council (MUI)

In Indonesia a country with a predominantly Muslim population but not constitutionally an Islamic state Islam plays an influential role in shaping societal traditions and cultural practices (Habib, 2021). To navigate the pluralistic context of Indonesian society, Muslim communities rely on *fatwas* issued by the Indonesian Ulema Council (MUI) as a reference for addressing emerging societal issues. Etymologically, a *fatwa* is an explanation of Sharia law that responds to specific inquiries from individuals or groups (Habib, 2021). Broader interpretations consider *fatwas* as forms of advice, recommendations, or appeals (Habibaty, 2020). Although fatwas are non-binding by nature, they become influential when adopted into positive law, such as commercial law (Ansori, 2017; Habibaty, 2020). Fatwas are characterized by their responsive and dynamic nature, adapting to evolving contexts and societal needs.

Interpretations of Islamic law primarily derived from the Qur'an and Hadith can vary due to linguistic nuances, differences in assessing the strength of Hadith, and divergent methodological approaches (Harahap, 2019). These interpretative differences are typically regarded as legal options rather than conflicts. To address such diversity, Indonesian Muslims established the Majelis Ulama Indonesia (MUI) in 1975. The MUI plays a critical role in guiding the Islamic community, mediating between religious scholars and the government, and fostering cooperation among Islamic organizations. The MUI has issued fatwas on a variety of contemporary issues, ranging from Christmas greetings and cigarette prohibitions to usury in the financial industry and the election of state leaders (Ansori, 2017).

Notably, scholarly investigations of fatwas concerning e-commerce transactions are scarce. Most academic discussions have focused on finance-related topics such as fintech (Alam & Ali, 2021), crypto-assets (Habib, 2021), and digital wallets (Ahmed & Tarique, 2021). This gap highlights the need to explore how the MUI has responded to the rapid growth of e-commerce in Indonesia through the issuance of fatwas. In this regard, the MUI has released



two significant fatwas: DSN-MUI No.144/DSN-MUI/XII/2021 on Marketplace Based on Sharia Principles and No.146/DSN-MUI/XII/2021 on Online Shop Based on Sharia Principles. Although these fatwas are not legally binding, they are expected to influence the policies of buyers, sellers, and marketplace platform providers, thereby promoting an ethical and convenient e-commerce environment.

## METHODOLOGY

### Research Design

This study employs a qualitative case study design, complemented by document analysis, to address the research questions. Case study research is particularly well-suited for investigating how and why phenomena occur, providing in-depth insights into complex issues (Ibrahim, 2023). Given that the relationship between DSN-MUI fatwas and the ethical e-commerce environment in Indonesia remains underexplored, the case study approach enables a detailed examination of this nexus. The research focuses on the Indonesian context, where e-commerce has experienced significant growth. Two leading e-commerce platforms Shopee (owned by SEA Group, a Singapore-based company) and Tokopedia (a key component of the GoTo Group, with substantial ownership ties to Japanese SoftBank and Chinese TaoBao as of June 2024) were selected as focal cases. These platforms collectively account for approximately 70% of the total Gross Merchandise Value (GMV) in Indonesia's marketplace as reported in 2020 (Momentum Works, 2021). Their prominence in the market makes them ideal cases for exploring how fatwas may influence ethical business practices in digital commerce.

### Data Collection

Data for this study were collected from two primary sources. First, primary documents were gathered from the official websites of Shopee and Tokopedia, focusing on regulations, policies, and procedural guidelines pertaining to e-commerce practices during the period 2021 to 2024. These sources provided direct and reliable evidence of the platforms' operational frameworks. Second, secondary data were obtained through a systematic review of peer-reviewed academic papers, published fatwas issued by the *Indonesian Ulema Council* (MUI), and research reports from reputable institutions. This multi-source



approach not only enhances the reliability and validity of the findings but also facilitates a triangulated analysis of how religious guidelines are operationalized within the e-commerce sector.

### **Data Analysis**

The document analysis involved systematically categorizing the collected texts into thematic groups, focusing on the regulatory frameworks and ethical guidelines derived from DSN-MUI fatwas. This method allowed for a comprehensive comparison between the prescribed fatwa directives and their practical implementation on the selected platforms. In doing so, the analysis seeks to identify any discrepancies or gaps between theoretical religious guidelines and actual business practices in Indonesia's e-commerce ecosystem.

## **RESULTS AND DISCUSSION**

This section critically examines the substance and implementation of the DSN-MUI fatwas related to marketplace transactions, with a focus on three aspects: (1) the underlying contractual substance as delineated in the fatwas, (2) the specific implementation of these fatwas on major e-commerce platforms, and (3) the identification of gaps between the prescribed fatwa guidelines and their practical application.

### **Substance of the Contract (*Aqad*)**

The DSN Fatwa No. 144 on marketplaces and DSN Fatwa No. 146 on online shops both of which were developed in response to the rapid growth in e-commerce transactions and emerging innovations in payment methods, seller buyer cooperation models, and the diversity of goods and services offered. These fatwas are interconnected; regardless of whether a marketplace operates on a pure basis or through consignment, both models inherently involve sellers (or their representatives) and buyers.

The fatwas draw on three principal sources of Islamic guidance: Qur'anic verses, hadith, and established fiqh rules. With respect to Qur'anic verses, the fatwas underscore two key aspects:

1. The imperative of fulfilling contractual obligations, which is rooted in the concept of trust (*amanah*) in muamalah transactions.





2. The necessity for contracts to be documented in written form, thereby serving as a risk mitigation mechanism and ensuring that any future disputes can be resolved in accordance with established procedures.

The hadith further refines these principles by emphasizing:

1. The obligation to honor contractual commitments.
2. The importance of verifying that the goods or services offered are *halal* (permissible) and free from *haram* (prohibited) elements, alongside measures to prevent price manipulation and ensure timely payments.
3. The possibility of resolving disputes through deliberation, a method that minimizes litigation costs and reputational risk.

Together, the *Qur'anic* injunctions and hadith emphasize three core tenets: (1) the fulfillment of contractual obligations, (2) ensuring that contracts are free from haram elements, and (3) avoiding prohibited forms of contracts. Merely adhering to contractual obligations is insufficient if the contract contains impermissible components, thus necessitating that all market participants possess a thorough understanding of *Islamic* legal principles. In addition to these scriptural sources, the fatwas also reference several fiqh rules, which provide further parameters for determining the permissibility of transactions. These rules include:

1. The principle that any action causing harm must be prevented and eliminated.
2. The criterion that the ruling depends on the presence or absence of 'illah (the underlying cause or wisdom of the law).
3. The mandate that regulatory policies should align with the welfare (maslahah) of the community, with regulators and authorities serving as stewards of trade and payment transactions.

While these fiqh rules establish a broad ethical framework, their generality implies that the fatwas may require additional specificity to facilitate practical implementation in the realm of e-commerce. A noteworthy feature of the fatwa is its distinction between “pure marketplaces” and “consignment marketplaces.” In a consignment marketplace, the platform provider assumes the role of the merchant’s representative, a structural choice aimed at optimizing profit and ensuring quality control. This contrasts with pure



marketplaces, where the platform provider does not represent the merchant directly.

Within the consignment model, the fatwas delineate three permissible contract types:

1. *Aqad bai' al-samsarah*

This brokerage contract allows the seller to grant the platform provider a license to sell goods or services, with the platform earning a fee as compensation.

2. *Aqad wakalah bi al-ujrah*

Under this contract, the platform provider acts as an agent for the seller, facilitating transactions in accordance with the seller's instructions. Fauzia (2015) notes that, unlike in the *bai' al-samsarah*, the platform provider in a *wakalah* contract is afforded greater operational freedom.

3. *Aqad ju'alah*

This contract permits the seller to offer a nominal fee (*ju'l*) to the platform provider based on a pre-agreed outcome.

In all three contract models, the platform provider functions as an intermediary, earning rewards in the form of fees while facilitating the transaction between the seller and the buyer. This intermediary role has significant implications for delineating the boundaries of responsibilities and accountability in the e-commerce transaction cycle.

Beyond the permissible contracts, the fatwa also specifies prohibited transaction types that are particularly relevant in the context of e-commerce. Three explicit prohibitions are identified:

1. *Tadlis* transactions (concealing defects)

These transactions involve attempts by either party to hide defects in the object of the transaction, whether related to quantity, quality, price, or delivery (Sutjipto & Cahyono, 2020; Umuri & Ibrahim, 2020; Fauzi, 2017).



## 2. *Tanajusy* (demand engineering) transactions

This refers to practices aimed at artificially inflating demand such as manipulating online reviews or follower counts which can distort market prices and harm fair competition (Zaki, 2021).

## 3. *Ghisysy* transactions (quality mismatch)

These occur when there is intentional concealment or mixing of goods of differing quality, thus misrepresenting the actual value or condition of the goods offered (Fauzi, 2017).

The fatwa does not address other prohibited transactions, likely due to their broad scope and the potential challenges in interpretation for the general public. For the purposes of this study, the focus is maintained on the three explicitly mentioned transactions.

## Implementation of Fatwa in E-Commerce Practices

This research examines the concept of contracts and contractual practices arising within the consignment cooperation model utilized by Tokopedia and Shopee. The focus is primarily on consignment, as the contracts permitted in a pure marketplace context already refer to the DSN fatwa concerning buying and selling, as well as *ijarah*, which are not addressed in the marketplace fatwa.

### *Consignment Model Implementation*

The implementation of the fatwa across the two marketplaces is detailed as follows:

#### 1. Tokopedia

Our observations indicate that Tokopedia offers a consignment cooperation model through its goods storage feature, known as *Dilayani Tokopedia*. This feature allows sellers to utilize Tokopedia Warehouses located in various cities, thereby enabling sellers to expand their businesses more efficiently. This efficiency is attributed to integrated inventory management and reduced shipping costs to end buyers. In a global context, this service is akin to Fulfillment by Amazon (FBA).



In this scheme, sellers send merchandise via an advance shipment notice to the Tokopedia Warehouse, where Tokopedia manages aspects such as order receipt, customer communication, inventory storage, and product shipment to logistics agents. For these services, Tokopedia receives two types of rewards: (1) a fulfillment fee based on the number of units sold, and (2) a storage fee for stock held in Tokopedia's warehouse for over 60 days. These fees are variable and contingent upon the performance or sales of the products.

## 2. Shopee

Shopee similarly provides a consignment service referred to as Dikelola Shopee. This service parallels Dilayani Tokopedia, encompassing order receipt, inventory storage, and product delivery to logistics agents, all managed by the platform provider. However, a notable difference lies in the fee structure; in addition to packaging and storage fees, Shopee imposes inbound fees for each item received by the Shopee Warehouse. All fees are also variable, depending on the quantity of items sold or received by Shopee.

In principle, both platforms allow sellers to determine the selling price for final customers, positioning the platform provider primarily as a logistics fulfillment partner and buyer service facilitator. Nonetheless, Shopee assesses the competitiveness of the seller's pricing as a criterion for collaboration, which serves as a risk mitigation strategy for products that may not perform well in the market. Products sold on a consignment basis are distinctly labeled to inform buyers.

Based on our analysis, the research team concluded that the contracts applied to transactions comply with the provisions of the consignment marketplace service outlined in DSN fatwa No. 114, even though the contracts are not explicitly defined as *bai' al-samsarah*, *wakalah bi al-ujrah*, or *ju'alah*. The team observed that the *sighat al-'aqd* (formal exchange) conducted electronically on the platform meets the requirements set forth in DSN fatwa No. 146.

### *Prohibited Transactions Analysis*

In compiling observations regarding the implementation of fatwa concerning prohibited transactions, the research team employed a risk management framework, categorizing the actions of platform providers into two categories: preventive and corrective. Preventive actions aim to avert potential issues,



while corrective actions address issues that have already occurred (Lartey et al., 2019). This discussion analyzes the preventive and corrective measures undertaken by Shopee and Tokopedia concerning three types of prohibited transactions. The analysis is based on the policies applicable at Shopee, referred to as "General Policy," and those at Tokopedia, known as "Terms and Conditions."

Table 2. Prohibited Transaction Analysis Results

Categories	Case Example	Preventive Measures		Corrective Measures	
		Shopee	Tokopedia	Shopee	Tokopedia
<i>Tadlis</i>	The amount of goods received by the buyer is different from that paid for	Already in place	Already in place	Already in place	Already in place
	Late delivery of goods	Already in place	Already in place	Already in place	Already in place
	Goods not received at all	Already in place	Already in place	Already in place	Already in place
	Payment not received by the seller	Already in place	Already in place	Already in place	Already in place
<i>Tanajusy</i>	Engineering online shop followers	Not known	Not known	Not known	Not known
	Engineering reviews or testimonials of goods/services	Not known	Not known	Not known	Not known
	Engineering purchases to increase items sold	Not known	Not known	Not known	Not known
<i>Ghisysy</i>	Differences in specifications of goods received and paid for	Already in place	Already in place	Already in place	Already in place

Both Shopee and Tokopedia have implemented preventive measures against *tadlis* and *ghisysy* transactions prohibited by the MUI fatwa. For instance, Tokopedia mandates that sellers provide accurate product photos and information reflecting the actual condition and quality of the goods sold. Similarly, Shopee requires users to agree not to engage in deceptive practices, thereby mitigating the risk of *tadlis* (where the quantity of goods received differs from what was paid) and *ghisysy* (where specifications of goods received differ from those paid for). Generally, descriptions of these prohibited items are available in the platform providers' terms and conditions.

In addition to preventive measures, Shopee and Tokopedia have established corrective actions in instances where *tadlis* and *ghisysy* transactions occur despite prohibitions. Shopee offers a return and/or refund request service, while



Tokopedia provides a resolution center to address transaction disputes between buyers and sellers. Through these services, buyers can lodge complaints, seek their rightful entitlements, or obtain refunds. Moreover, the mechanisms established by Shopee and Tokopedia facilitate the anticipation of *tadlis* and *ghisysy* transactions, as the transfer of funds from buyers to sellers is conducted through escrow accounts, allowing for the delay of fund disbursement in problematic transactions.

In cases of late delivery, Shopee mandates that sellers exert their utmost efforts to ensure that buyers receive purchased goods within the Shopee Guarantee Period, as outlined in its general terms. Tokopedia similarly requires sellers to dispatch goods within specified time limits. Should sellers fail to adhere to these timelines, corrective measures enacted by both platforms include transaction cancellation. Based on our monitoring, incidents of late delivery by sellers are relatively rare, as delays in shipping to logistics agents can lead to automatic transaction cancellations.

However, delays may still occur due to issues with shipping service providers. To address this, Shopee has established a dedicated channel for contacting customer service via live chat within the Shopee application. Conversely, Tokopedia allows buyers and sellers to report shipping issues within 72 hours of delivery for investigation.

Regarding instances where payment is not received by the seller (a *tadlis* transaction), both Shopee and Tokopedia have instituted preventive measures. Their mechanisms prevent buyers from receiving products before payment is made, except in Cash on Delivery (COD) transactions, wherein buyers pay upon receipt of the products. This protects sellers from such *tadlis* transactions.

In the event of payment not being received by sellers, Shopee provides customer service for sellers to report issues by providing their order number, with claims accepted within 30 calendar days. Tokopedia also outlines various potential reasons for sellers not receiving payments and offers solutions on its official website, alongside a live chat service for additional assistance.

Unfortunately, our observations regarding *tanajusy* transactions such as cases involving fake online shop followers, manipulation of reviews or testimonials, and engineered purchases to inflate sales are relatively complex, necessitating detection algorithms as a preventive solution. These algorithms can prevent goods or services from appearing on storefronts, thereby minimizing potential



losses for buyers and platform providers. In instances of demand engineering, the platform can detect if buyers and sellers share the same address. The refinement of these preventive measures is ongoing, which explains the continued presence of tanajusy transactions on various e-commerce platforms, including Shopee and Tokopedia. The research team recognizes the need for further analysis, as access to information regarding detection capabilities and procedures for tanajusy transactions remains limited.

### Halal-Haram Screening of Products

In addition to contractual and transactional issues, our study examined the extent to which the fatwa's guidelines on product permissibility are implemented. Although neither Shopee nor Tokopedia explicitly market themselves as "Islamic" platforms, both have integrated product screening measures that prohibit the sale of items such as liquor, illegal drugs, and pornographic materials. Nevertheless, certain product categories such as haram food items and tobacco products are only partially restricted, reflecting a compliance that is more aligned with national customs and trade regulations than with strict Islamic guidelines.

Table 3. Results of Analysis of Haram Product Prohibition

Products	Preventive Measures	Corrective Measures
	Shopee	Tokopedia
Liquor or alcohol	Already in place	Already in place
Illegal drugs and narcotics	Already in place	Already in place
Pornographic products	Already in place	Already in place
Stolen goods	Already in place	None yet
Counterfeit goods	Already in place	None yet
Tobacco products (conventional and e-cigarettes)	Already in place	Already in place
Haram food	None yet	None yet

To date, both Shopee and Tokopedia have banned the sale of illegal drugs and narcotics, as well as adult products and pornography. Shopee has also prohibited the sale of stolen goods and counterfeit items, while Tokopedia has not yet implemented similar measures. Notably, Tokopedia has banned the sale of liquor or alcohol on its platform, whereas Shopee has merely imposed restrictions on such products. Unfortunately, both platforms have yet to enforce bans or restrictions on haram food products. Additionally, with regard to



tobacco products and cigarettes, both Shopee and Tokopedia only impose limitations on their sales rather than outright bans.

Based on the analysis results, although Shopee and Tokopedia have prohibited the sale of several haram products, violations of these prohibitions can still be observed in transactions involving liquor or alcohol, illegal drugs and narcotics, pornographic products, stolen goods, and counterfeit items.

Nonetheless, both Shopee and Tokopedia have implemented corrective measures against the sale of prohibited products. On the Shopee platform, violations of the policy regarding prohibited and restricted items may result in penalties for sellers, which may include:

- Delisting of products
- Restrictions on account privileges
- Account suspension or termination
- Legal action

Conversely, on the Tokopedia platform, violations of the no-sale policy subject stores to penalties categorized as follows:

- A penalty of -1 on store and product performance scores for minor product offenses
- A penalty of -5 on store and product performance scores for moderate product offenses
- A penalty of -10 on the store's performance score, removal of products, and potential moderation for severe product violations.

### *Critical Synthesis*

The empirical findings suggest that the DSN fatwa's guidelines are partially integrated into the operational practices of Indonesia's leading e-commerce platforms. The successful implementation of contractual risk mitigation strategies and the establishment of dispute resolution channels reinforce the fatwa's intended purpose of fostering ethical business practices. However, the lack of robust measures to combat *tanajusy* transactions points to a significant gap between the fatwa's theoretical framework and its practical enforcement. This discrepancy aligns with the broader literature, which argues that while regulatory frameworks based on Islamic principles are essential, they must





continuously evolve to address the dynamic challenges of digital commerce (Zhang et al., 2022; Lartey et al., 2019).

Therefore, although the current practices on Tokopedia and Shopee demonstrate considerable adherence to the fatwa's prescriptions particularly in terms of contractual integrity and the prevention of certain prohibited transactions there remains room for improvement. The implementation of the DSN-MUI fatwa was examined through a detailed case study of two leading Indonesian e-commerce platforms: Tokopedia and Shopee. Both platforms employ a consignment model in which the platform provider acts as an intermediary between the seller and the buyer. Tokopedia, for instance, operates a service known as "Dilayani Tokopedia," which mirrors fulfillment models observed in global contexts (comparable to Amazon's Fulfillment by Amazon). In this model, sellers dispatch goods to Tokopedia's warehouse, where the platform handles order processing, customer inquiries, and logistics. Similarly, Shopee's "Dikelola Shopee" offers comparable services but incorporates additional fees such as inbound fees illustrating slight variations in operational practices.

Critically, our findings indicate that while both platforms appear to adhere to the core contractual principles outlined in the fatwas, the explicit classification of contract types (e.g., *bai' al-samsarah*, *wakalah bi al-ujrah*, or *ju'alah*) is not clearly delineated in their online systems. This lack of explicit contractual labeling may undermine the clarity of the fatwa's implementation, potentially affecting the consistency of ethical practices across different platforms. Nonetheless, the fundamental requirements such as the formal electronic exchange of contractual terms and adherence to prescribed risk mitigation measures are largely met.

The findings also suggest that while the DSN-MUI fatwa provides a comprehensive ethical framework rooted in Islamic legal principles, its practical implementation in e-commerce platforms is mixed. On one hand, the adherence to core contractual obligations and preventive measures for certain prohibited transactions indicates that the fatwa exerts a positive influence on promoting ethical business practices. On the other hand, the generality of some guidelines, the ambiguous categorization of contract types, and the insufficient detection of *tanajusy* transactions highlight areas where further refinement is necessary. These observations resonate with broader theoretical discussions in the literature, which argue that ethical regulatory frameworks must be



continuously adapted to keep pace with technological innovations and evolving market dynamics (Zhang et al., 2022; Lartey et al., 2019).

## CONCLUSIONS

This study critically evaluated the efficacy of the DSN-MUI fatwas in regulating e-commerce practices in Indonesia. The findings demonstrate that, in response to DSN-MUI Fatwa No. 144 and Fatwa No. 146, leading Indonesian e-commerce platforms have implemented comprehensive risk-management measures—including formalized consignment contracts, integrated escrow systems, and clear policies against concealing defects (*tadlis*) and quality mismatches (*ghisysy*)—thereby fulfilling the fatwas’ core contractual and ethical requirements. At the same time, significant gaps remain in detecting and preventing demand-engineering (*tanajusy*) practices, such as artificial follower inflation and fake reviews, echoing prior observations that sophisticated algorithmic interventions are needed to address these subtler forms of market manipulation. Moreover, although both platforms prohibit overtly haram products like alcohol and narcotics, restrictions on other categories (e.g., certain food items and tobacco) often reflect alignment with national regulations rather than strict Sharia compliance, highlighting the complex interplay between religious guidelines and secular legal frameworks.

These results carry significant implications for the intersection of Islamic legal frameworks and digital commerce. MUI fatwas serve not only as theological directives but also as persuasive instruments that shape public discourse and marketplace norms, reflecting the council’s capacity to influence economic behavior in a predominantly Muslim society. Moreover, the application of legal certainty theory highlights the importance of clear, consistent standards—akin to halal certification—in fostering consumer trust within e-commerce ecosystems. Additionally, the evident impact of religious-based ethics on financial technology adoption suggests that embedding Sharia-compliant guidelines within platform design can significantly enhance user acceptance and ethical compliance.

This research is subject to certain limitations: its focus on the Indonesian market limits the generalizability of results to other jurisdictions, and reliance on publicly available policy documents may not capture the full complexity of proprietary algorithms and enforcement practices. Future studies should therefore develop and empirically evaluate technological tools—such as



machine-learning algorithms—to detect tanajusy and other subtle unethical behaviors, as well as examine the feasibility and impact of Sharia-compliance labeling on consumer behavior and platform governance. Additionally, qualitative research involving platform stakeholders could yield deeper insights into the operational challenges of implementing fatwa-based guidelines in rapidly evolving digital marketplaces

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