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Paylater Scheme On Marketplaces In Indonesia: Analysis Of The Mui Fatwa Of East Java

Gita Sania[1], Achmad Farid[2]

[1]Universitas Islam KH. Achmad Muzakki Syah, Jember, Indonesia
[2]Universitas Islam KH. Achmad Muzakki Syah, Jember, Indonesia

[1]gitasania141@gmail.com, [2]achmadfarid.alfarisy@gmail.com

Abstract

The rapid growth of digital marketplaces in Indonesia has encouraged the emergence of various financial innovations, including the Buy Now Pay Later (paylater) service, which enables consumers to obtain goods immediately and pay in installments at a later date. This study aims to analyze the pay later scheme implemented in Indonesian marketplaces based on the perspective of the East Java Fatwa Commission of the Indonesian Ulema Council (MUI) and to examine the legal status of service fees, late payment penalties, and hybrid contracts within the transaction structure. This research employed a qualitative approach using field research combined with a normative Islamic economic law perspective. Data were collected through interviews with the East Java MUI Fatwa Commission and pay later users, supported by relevant literature and DSN-MUI fatwas. The findings reveal that marketplace payout practices involve a hybrid contract structure consisting of murabahah, qardh, ijarah, and wakalah elements within a single digital financing mechanism. According to the East Java MUI Fatwa Commission, service fees remain permissible when they genuinely represent actual and proportional services. However, service fees calculated based on financing amounts and payment tenors tend to resemble riba nasi'ah in substance. Furthermore, late payment penalties become problematic when they are treated as company profits because they contradict the principles of fairness and Islamic economic law. The study concludes that the permissibility of pay later services is highly conditional upon transparency of contracts, fairness in fee structures, and the absence of exploitative practices within the financing mechanism.

Keywords: Hybrid Contract, Paylater, Marketplace, Fiqh Muamalah, Usury.

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INTRODUCTION

The development of digital technology has fundamentally transformed the global economic landscape, including the transaction patterns of modern society. This transformation has given rise to various innovations in the digital financial sector, which are increasingly integrated with e-commerce activities through marketplaces.(RS Putri et al., 2020)In Indonesia, the development of marketplaces like Shopee, Tokopedia, Lazada, and TikTok Shop has not only made buying and selling easier but has also given rise to a variety of flexible and instant digital payment instruments. One innovation that has seen significant growth is the paylater service, or Buy Now Pay Later (BNPL), a payment system that allows consumers to purchase goods or services in advance and pay at a specified time later.(Saidah et al., 2025)The presence of this service is part of the development of financial technology (fintech) which is massively changing the consumption behavior of the digital society.(Ahmed et al., 2019).

In practice, paylater services are positioned as financial solutions offering convenience, speed, and payment flexibility. Users can purchase various necessities without having to make direct payments during the transaction. This scheme has become very popular among the younger generation and urban communities because it is considered capable of meeting both short-term consumer and productive needs.(Rini et al., 2024)In fact, field interviews in this study indicate that some users utilize PayLater to purchase work-supporting devices such as laptops, tablets, and learning tools to support online teaching activities. This reality demonstrates that PayLater is not only used as a consumption instrument but has also become part of people's financial strategies in facing the pressures of the contemporary digital economy.(R. Sari, 2021).

However, despite the convenience it offers, the paylater practice raises various legal and ethical issues from a muamalah jurisprudence perspective. The main issues lie in the contract structure, service fees, and late payment penalties applied within the system. In muamalah jurisprudence, every economic transaction must be built on the principles of justice, mutual consent of the parties, transparency of the contract, and avoidance of elements of usury, gharar, maysir, and zulm.(Ahmadi, 2023)Islam views economic activity not merely as a business relationship, but as a form of social worship that must align with Sharia principles. Therefore, all digital financial innovations, including PayLater, require in-depth legal analysis to ensure they do not conflict with the goals of Sharia, which include maintaining economic justice and protecting public assets.

One of the main issues with paylater practices in marketplaces is the complexity of the transaction structure used. Paylater systems are not built on a single contract, but

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rather involve several interrelated legal relationships between users, marketplaces, and financing service providers. In Islamic economic law studies, this phenomenon is known as a hybrid contract (al-'uqud al-murakkabah), which is the combination of two or more contracts into a single, integrated transaction. The presence of hybrid contracts is an important characteristic of various modern digital financial products because it can accommodate increasingly complex transaction needs. However, this multi-contract construction has also sparked debate among Islamic scholars and fatwa institutions, particularly if the combination of contracts has the potential to create legal ambiguity, elements of usury, or practices inconsistent with Sharia principles.(Hasan, 2017)Hybrid contracts are widely developed in the modern financial system because contemporary transaction needs can no longer be explained through simple classical contracts.(Abdullah et al., 2021)However, merging contracts has also drawn serious attention from scholars because it has the potential to become a means of concealing usury practices if the substance of the contract is not explained transparently.

Interviews with the Fatwa Commission of the Indonesian Ulema Council (MUI) in East Java indicate that the practice of paylater in marketplaces is a form of transaction involving several legal relationships within a single digital financing mechanism. From a sales and purchase perspective, the paylater scheme can be analyzed through the murabahah contract, a sale and purchase agreement that stipulates the purchase price of the goods and an agreed-upon profit margin. In practice, users first acquire the goods through a financing facility provided by the paylater service, then make deferred payments according to the chosen tenor. This mechanism demonstrates the existence of a sale and purchase element that underlies the transaction between the user and the service provider. However, based on the perspective of the East Java MUI Fatwa Commission, the practice of paylater developing in marketplaces also demonstrates the involvement of other contract elements, such as qardh and ijarah, thus forming a hybrid contract (al-'uqud al-murakkabah). Therefore, analyzing paylater services is not sufficient based on a single contract; it is necessary to consider the entire underlying transaction structure for a more comprehensive understanding of its legal status.

The issue becomes even more complex when paylater services charge users service fees and late fees. Service providers generally categorize these fees as "ujrah" (payment of fees) for digital payment systems and transaction management. In Islamic jurisprudence (fiqh muamalah), "ujrah" is permissible in principle as long as it truly represents a tangible, measurable, and transparent service. However, problems arise when service fees are calculated based on a percentage of the loan amount and the

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length of the repayment term. In such circumstances, service fees have a similar substance to interest in conventional financial systems because additional payments arise from debt and delayed payments. The Fatwa Commission of the Indonesian Ulema Council (MUI) of East Java emphasized that changing the term from "interest" to "service fee" does not automatically change its legal status if the substance of the transaction still contains additional debt. This view aligns with the Islamic jurisprudence principle that states that legal assessment is based on the substance, not merely the formal terminology of the contract.(Prasetyo & Ayu, 2022).

In addition to service fees, the practice of late payment fines is also a serious problem from a muamalah jurisprudence perspective. In classical jurisprudence, additional payments due to late debt repayment are categorized as riba nasi'ah, which is expressly prohibited.(Syahra et al., 2024)Some contemporary scholars have introduced the concept of ta'zir mali as a form of administrative sanction against parties who intentionally delay payments. However, its application is limited by the requirement that fines not be used to benefit the financing institution and must be allocated for social purposes. In the practice of paylater marketplaces in Indonesia, interviews indicate that late fines actually become part of the company's profits. This situation demonstrates the potential for economic exploitation, which contradicts the principle of justice in muamalah jurisprudence.

This study also found that most PayLater users do not fully understand the contract and legal implications of their transactions. Many users only perceive PayLater as a convenient payment facility without understanding the fee structure, penalty consequences, and its legal status from a sharia perspective. This lack of understanding indicates an element of gharar (unlawful) in the transactions, as users lack full transparency regarding the contract. From a sharia perspective, this situation has the potential to lead to harmful consequences such as consumptive behavior, dependence on digital debt, and economic exploitation of vulnerable communities.

Various previous studies have examined paylater practices from the perspective of Islamic economic law. Nurjanah's (2026) study concluded that paylater service fees potentially contain elements of usury when calculated based on the loan percentage and payment term.(Nurjanah, 2026)Meanwhile, Abidin (2025) emphasized that application-based digital credit transactions carry the risk of mixing contracts, which can lead to unclear Sharia legal status. These studies indicate that paylater services remain a topic of debate in Islamic economic law studies, particularly regarding the contracts used, the legality of service fees, and the imposition of late fees.(Abidin, 2025)However, research

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specifically examining marketplace paylater schemes based on the views and analysis of the Fatwa Commission of the Indonesian Ulema Council (MUI) East Java is still relatively limited. Yet, the views of fatwa institutions play a crucial role in providing a normative basis for various digital financial transaction innovations developing within society. Therefore, this study aims to fill this gap by analyzing marketplace paylater schemes, service fees, late fees, and hybrid contract construction based on the perspective of the MUI East Java Fatwa.

Based on the above description, this study aims to analyze the construction of the paylater scheme in Indonesian marketplaces based on the views of the East Java MUI Fatwa and examine the legal status of service fees, late fees, and hybrid contracts contained in the paylater mechanism. The research focuses on identifying the contracts used in paylater practices, analyzing the conformity of service fees and late fees with sharia principles, and examining the views of the East Java MUI Fatwa on these practices. This research is expected to provide academic contributions to the development of contemporary sharia economic law studies, while also serving as a reference for the public, regulators, and digital financial service providers in developing a more transparent, fair, and sharia-compliant transaction system.

DISCUSSION

Hybrid Contract Construction in the Paylater Marketplace Scheme from the Perspective of the East Java MUI Fatwa

The development of financial technology has given rise to various digital transaction innovations, one of which is the Buy Now Pay Later (BNPL) or paylater service, which is integrated into various marketplaces in Indonesia. This service allows users to purchase goods in advance and make payments in installments over a predetermined period. The presence of paylater demonstrates that modern digital economic transactions are no longer built on a single contract, but rather through a combination of several interrelated contracts within a single transaction mechanism (Hasan, 2017). This complexity makes paylater a significant phenomenon in contemporary Islamic economic law studies because it involves legal relationships between users, marketplaces, sellers, and financing service providers.

In the study of muamalah jurisprudence, combining several contracts into a single transaction is known as a hybrid contract (al-'uqud al-murakkabah). According to Hasan (2017), a hybrid contract is a combination of two or more contracts executed in a single transaction to achieve a specific economic objective. This concept is widely developed in

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the modern Islamic finance industry because contemporary transaction needs cannot always be explained through a single contract. Wahbah al-Zuhaili explained that combining contracts is essentially permissible as long as it does not give rise to elements of usury, gharar, or injustice between the parties. Therefore, the assessment of a hybrid contract must be based on the substance of the transaction, not only on the formal form of the contract used.

Based on interviews with the Fatwa Commission of the Indonesian Ulema Council (MUI) East Java branch, paylater practices in marketplaces demonstrate the involvement of several interconnected contracts. From a goods transaction perspective, paylater has characteristics similar to the murabahah contract, namely a sale and purchase agreement that specifies the purchase price of the goods and a mutually agreed-upon profit margin. In a murabahah contract, the seller must first own the goods before selling them to the buyer (Ascarya, 2022). Therefore, the murabahah contract is often used as an approach to explaining the financing mechanisms used in paylater services.

However, interviews revealed that the East Java Indonesian Ulema Council (MUI) Fatwa Commission believes that the current practice of paylater does not fully meet the characteristics of murabahah as defined in classical Islamic jurisprudence. The interviewee explained that in many cases, paylater providers do not own the goods being traded but merely provide advance funds that users use to complete transactions. This situation results in the legal relationship formed not only containing elements of a sale but also exhibiting the characteristics of a qardh (debt) contract.

In muamalah jurisprudence, the qardh contract is a tabarru' contract aimed at providing assistance to those in need without profit orientation (Antonio, 2019). Any additional benefits stipulated on a loan are essentially prohibited because they potentially contain elements of usury. The Islamic jurisprudence principle states that kullu qardin jarra naf'an fahuwa riba, meaning any loan that generates a required profit falls into the category of usury (Yunus, 2024). Therefore, the existence of additional fees in paylater services is one aspect that receives primary attention in the analysis of the East Java MUI Fatwa.

In addition to the qardh element, the practice of paylater also demonstrates elements of ijarah. Service providers not only provide financing facilities but also provide technological systems, identity verification, risk management, user data management, and digital payment infrastructure that enable transactions to take place quickly and efficiently (Ahmed et al., 2019). From a muamalah fiqh perspective, such services can be the object of an ijarah contract as long as the benefits provided are clear and the ujrah

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charged is transparent and proportional. Therefore, the Fatwa Commission of the Indonesian Ulema Council (MUI) of East Java is of the opinion that service fees are still permissible if they truly represent a tangible service and are not used as a means of gaining profit from the debt agreement.

Research findings also indicate the presence of a wakalah element in the paylater mechanism. In this case, the service provider acts as the user's representative in completing payments to the seller. The user is then obliged to reimburse the funds paid in accordance with the applicable agreement. The presence of the wakalah contract demonstrates that the legal relationship in paylater is not simple but involves various interconnected contracts within a single digital transaction system.

Based on this analysis, the practice of paylater in the marketplace can be understood as a hybrid contract that combines elements of murabahah, qardh, ijarah, and wakalah in a single transaction mechanism. The perspective of the East Java Indonesian Ulema Council (MUI) Fatwa shows that a legal assessment of paylater cannot be done simply by examining a single contract in isolation, but must consider the entire transaction structure that forms the service. Therefore, aspects of product ownership, financing mechanisms, service fees, and the form of profit earned by the service provider are important factors in determining whether paylater practices comply with Sharia principles.

Thus, the hybrid contract structure of paylater services demonstrates that digital financial innovation requires a more comprehensive legal approach than conventional transactions. An analysis of the East Java Indonesian Ulema Council (MUI) Fatwa confirms that the validity of paylater transactions is determined not only by the name of the contract used, but also by the substance of the legal relationship between the parties. The principles of transparency, fairness, and the avoidance of usury remain the primary parameters in assessing the legality of paylater transactions from a Sharia economic law perspective.

Analysis of the East Java MUI Fatwa on Service Fees and Late Fees in the Marketplace Paylater Scheme

Service fees and late fees are two key components of concern in paylater marketplace practices. These two aspects are not only related to digital financing mechanisms but also serve as important indicators in determining the legal status of paylater services from a sharia perspective. In practice, paylater service providers generally charge users additional fees in the form of administration fees, service fees, and late payment fees. These fees are often positioned as compensation for system

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management, technology provision, and digital transaction services. However, based on the perspective of the East Java Indonesian Ulema Council (MUI) Fatwa Commission, the legal assessment of service fees and late fees is not solely based on the terminology used, but rather on the substance of the contract, the fee calculation mechanism, and the form of profit derived from the transaction. Therefore, analyzing service fees and late fees is crucial to assess their compliance with the principles of sharia economic law.(Zhao & Ferran, 2016).

Field research results indicate that the East Java Fatwa Commission of the Indonesian Ulema Council (MUI) still allows for service fees in paylater transactions, as long as they are truly reasonable and not directly related to the loan amount or repayment term. In an interview, the source explained: "If paylater is interest-free, then reasonable administration or service fees are permissible as part of the ijarah contract for services that include stamp duty, transportation, and so on."

This statement indicates that service fees can still be understood as ujrah in the ijarah contract, namely compensation for tangible and measurable services. In muamalah jurisprudence, ijarah contracts are permitted as long as the services provided actually exist, are known to the parties, and are not a disguised means of obtaining profit from the debt agreement.(Syarvina et al., 2022)Therefore, fixed and proportional administrative costs still have sharia legitimacy in principle if they truly represent real operational costs.

However, legal issues arise when service fees are calculated based on the loan amount and repayment term. Interviews with the East Java Indonesian Ulema Council (MUI) Fatwa Commission indicate that this method is problematic from a muamalah (Islamic jurisprudence) perspective. The interviewee explained: "If the emphasis is on service fees, the higher the loan costs, the higher the service fees. This is problematic."

This statement shows that the additional payments that increase with the size of the loan have a similar substance to interest in the conventional financial system. In muamalah jurisprudence, the addition to debt arising from the deferral of payment is a key characteristic of riba nasi'ah.(Syafiqoh & Nurhayati, 2024)Therefore, changing the term from "interest" to "service fee" does not automatically change its legal status if the transaction mechanism still indicates a profit from the debt agreement.

The East Java MUI Fatwa Commission also emphasized that legal assessments in muamalah jurisprudence are based not only on the formal form of the contract, but primarily on the substance of the transaction. In an interview, it was stated: "Is the form or the substance the basis? The majority of scholars answered that the substance is the substance."

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This view demonstrates that muamalah jurisprudence uses a substantive approach to assessing the legality of modern economic transactions. Thus, service fees, formally referred to as ujrah, can still be categorized as riba if they substantively constitute profit on the loan and deferred payment.(Azzuhri & Fadhil, 2022)This perspective is important because many modern paylater services employ administrative terminology changes to avoid the stigma of interest in digital transactions.

Apart from service fees, the issue of late fees is the most problematic aspect in marketplace paylater practices.(Bhanurasmi & Fisnawati, 2024). Based on interviews with the East Java Indonesian Ulema Council (MUI) Fatwa Commission, late fees are considered to be closely related to riba nasi'ah (usury) because additional payments arise from late repayment. The source explained: "If there is an additional fee simply because of late payment, this is inconsistent with the concept of the qardh contract as stipulated in the four schools of thought."

In classical Islamic jurisprudence, additional payments due to delayed debt repayment are a form of usury, which is strictly prohibited. This principle is based on the prohibition of economic exploitation in debt contracts, as qardh contracts are essentially social contracts aimed at helping those in need, not seeking profit.(DM Sari et al., 2026)Therefore, the existence of late fees in paylater practices becomes a serious problem if the fine funds become a source of company revenue.

Research shows that most marketplace paylater services in Indonesia still consider late fees as part of their profits. In an interview, a source from the East Java MUI Fatwa Commission emphasized: "If it's included in company profits, it's clearly considered illicit assets."

This statement indicates that late fines, which are used to benefit financing institutions, do not conform to the concept of ta'zir mali in contemporary Islamic jurisprudence. Some scholars have indeed introduced the concept of ta'zir mali as a form of administrative sanction against parties who intentionally delay payments, but its application is limited by the requirement that the fine funds must not become the company's profit and must be allocated for social purposes.(Nugrahanti et al., 2024)In practice, this is difficult to achieve in paylater marketplaces because digital financing systems generally still consider fines part of the company's profit.

The issue of fees and fines in PayLater also has a direct impact on users' financial well-being. Interviews with PayLater users revealed that the additional fees feel small when payments are made on time, but become quite burdensome when users experience delays. One informant stated: "If I pay on time, I don't feel like I'm losing out. But if I'm

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late, the fees are heavy for me." The informant also revealed: "The fines messed up my finances that month."

The data shows that the practice of late fees not only creates legal issues but also impacts the economic pressures of PayLater users. From the perspective of the maqasid of sharia, this situation has the potential to create zulm (unlawful acts) because the financing system actually worsens the economic situation of those experiencing payment difficulties. Yet, one of the primary objectives of sharia in the field of muamalah is to maintain economic justice and protect people's assets from financial exploitation.(Effendi & Hoesein, 2025).

Furthermore, this study found that low user legal literacy results in some people not fully understanding the fee structure and penalty consequences of paylater services. Users generally only understand the installment amount without understanding how service fees are calculated or how penalties are applied in the event of late payments.(Saidah et al., 2025)This condition indicates the potential for gharar in transactions because users do not receive full transparency regarding the legal and economic consequences of the agreement.

Based on these findings, this study confirms that the legality of service fees and late fees in marketplace paylater schemes depends heavily on the substance of the contract and the profit mechanism implemented. In principle, service fees are still permissible if they are truly positioned as a form of payment for tangible services, are proportional, and are not based on the loan term or amount.(Syafiqoh & Nurhayati, 2024)However, when service fees become additional payments based on the size of the debt and the length of the repayment period, the transaction essentially approaches riba nasi'ah. Similarly, late fees potentially violate the principles of Islamic jurisprudence (fiqh) if the fines become company profits and lead to economic exploitation of users. Therefore, paylater marketplace practices in Indonesia still require a restructuring of the financing system to be more transparent, fair, and in line with the principles of Islamic economic law.

Implications of Paylater Practices Based on the Fatwa of the East Java MUI

The development of Buy Now Pay Later (BNPL) or paylater services in various marketplaces in Indonesia has brought about a new transformation in people's transaction patterns. The presence of this service allows consumers to purchase goods or services first and then make payments in installments over a predetermined period. From a digital economy perspective, paylater services are seen as an innovation that can

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increase public access to various needs through fast and easy financing mechanisms. However, based on the perspective of the Fatwa Commission of the Indonesian Ulema Council (MUI) East Java, the existence of paylater should not only be viewed in terms of transaction convenience, but also must be analyzed in terms of its impact on economic behavior, the level of public understanding of contracts, and the social consequences arising from this digital financing system (Ahmed et al., 2019).

Research results show that paylater (Pay Later) practices have transformed the way people consume and manage their finances. The ease of access to financing offered by marketplaces allows users to conduct transactions without having to provide funds directly at the time of purchase. This provides benefits for some people who need goods or services quickly, especially for productive needs such as purchasing work equipment, educational resources, or other needs to support economic activities. Several informants in this study revealed that paylater services helped them acquire laptops, tablets, and other work-related equipment that were difficult to obtain through a single cash payment. These findings demonstrate that paylater services are not always used for consumptive purposes but can also be an instrument to support community economic productivity (Halili & Miftahussurur, 2023).

However, the East Java Indonesian Ulema Council (MUI) Fatwa Commission assessed that the convenience offered by paylater services also has the potential to lead to various consequences that require attention. The ease of transactions supported by digital systems, aggressive promotions, and low installment options can encourage people to make purchases without carefully considering their financial capabilities. In such circumstances, economic decisions are often no longer based on immediate needs, but rather on the ease of access to available financing. This phenomenon demonstrates that the development of digital financial technology not only brings transaction innovations but also shapes new patterns of consumption behavior that increasingly rely on instant financing facilities (Hartini et al., 2022; Negera et al., 2025).

According to the East Java Indonesian Ulema Council (MUI) Fatwa Commission, an equally important issue is the public's lack of understanding of the contracts and transaction mechanisms used in paylater services. Interviews indicate that most users only understand the practical aspects of installment amounts and payment terms, while their understanding of the contract, service fees, and legal consequences of late payments remains very limited. This situation indicates an information gap between service providers and users. From a Sharia economic law perspective, clarity of the contract is a fundamental element determining the rights and obligations of the parties

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involved in a transaction (Abd Hakim et al., 2022). Therefore, low contract literacy can be a factor affecting transaction quality and potentially leading to future misunderstandings.

In addition to the issue of contract literacy, this study also found that service fees and late fees have a direct impact on users' economic conditions. In the initial stages of use, most users do not feel a significant burden because their primary focus is on the ease of obtaining goods or services. However, when payments are late, the additional fees and fines imposed can grow into a significant economic burden. One informant revealed that late payments resulted in bills that had to be paid exceeding their initial estimates, thus affecting their monthly financial management (Latham, 1996). These findings indicate that the economic consequences of paylater services lie not only in the principal amount of the financing, but also in various additional costs that arise during the financing period.

The East Java Indonesian Ulema Council (MUI) Fatwa Commission believes that a sound financing system must be built on the principle of fairness and must not create excessive economic pressure on users. Therefore, service fees and late fees must be allocated proportionally according to their respective objectives and functions. Service fees are still justifiable if they truly represent a tangible service and are not used as a means of profiting from debt agreements. Conversely, when additional fees and fines are used as instruments to increase company profits through mechanisms related to debt and delayed payments, this situation has the potential to raise issues from a sharia economic law perspective (Syarvina et al., 2022).

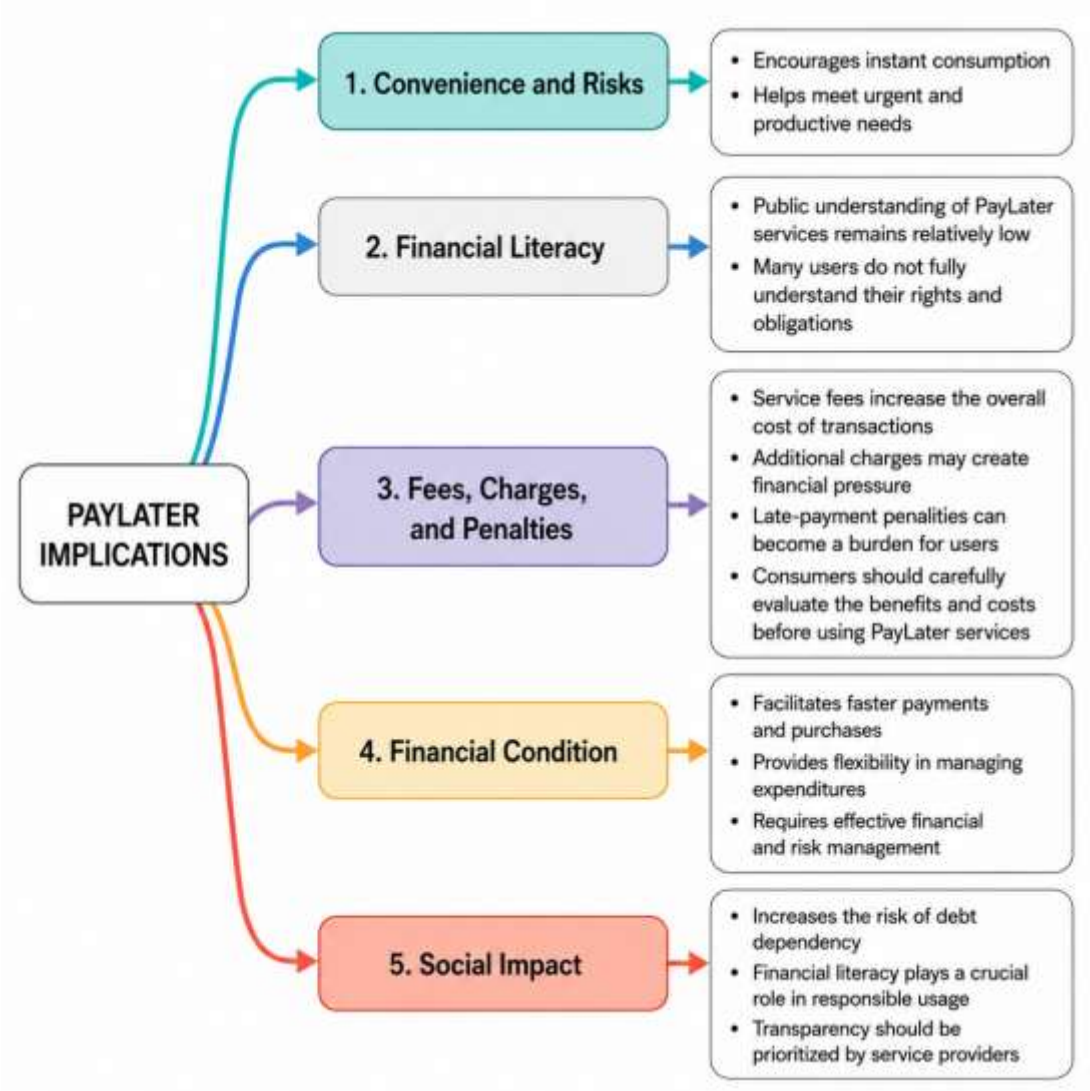
Research findings also indicate that paylater practices have implications for household financial stability. When users are able to meet their payment obligations according to the specified schedule, paylater services tend to function as a financing instrument that helps meet specific needs. However, when users experience a decrease in income or face economic instability, paylater payment obligations can worsen their financial situation. In some cases, users must reduce spending on other needs to meet their overdue installment obligations (Prastiwi & Fitria, 2021). This situation indicates that the success of paylater usage depends heavily on users' ability to manage financial risks and plan payments appropriately.

From the perspective of the East Java Indonesian Ulema Council (MUI) Fatwa, the social implications of paylater services also require attention. The development of digital financing services has expanded public access to various financial facilities, but at the same time, it has also increased the risk of dependence on short-term debt. This dependence can influence people's economic behavior and shape unhealthy

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consumption patterns if not balanced with adequate financial literacy. Therefore, education regarding digital transactions, sharia contracts, and financial management is a crucial aspect that must be strengthened in line with the development of the fintech and marketplace industries in Indonesia (Saidah et al., 2025). To illustrate the results, see the following figure:



Based on these findings, this study confirms that paylater practices have complex implications for users and society. On the one hand, these services provide easy access to financing and support the fulfillment of productive needs. However, on the other hand, the lack of understanding of the contract, the existence of additional fees, the potential

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for late fees, and the risk of dependence on digital financing indicate that paylater services also present various challenges that need to be anticipated. Based on the perspective of the East Java Indonesian Ulema Council (MUI) Fatwa Commission, the development of paylater services must prioritize the principles of transparency, fairness, and user protection so that the benefits outweigh the risks. Thus, digital financial innovation can develop sustainably without neglecting the values of Islamic economic law, which emphasizes the balance between ease of transactions and public protection.

CONCLUSION

This research shows that the paylater scheme in Indonesian marketplaces is a form of digital financial transaction involving several legal relationships within a single financing mechanism. Based on interviews and analysis of the East Java MUI Fatwa, the practice of paylater cannot be understood solely through a single contract, but rather is a hybrid contract construction (al-'uqud al-murakkabah) that combines elements of murabahah, qardh, ijarah, and wakalah contracts. From the aspect of goods transactions, paylater has characteristics similar to the murabahah contract because it involves the process of purchasing goods with deferred payment. However, in practice, the service provider plays a more advanced role, so the qardh element becomes an inseparable part of the transaction mechanism. Meanwhile, the elements of ijarah and wakalah emerge in the form of providing digital system services and facilitating payments to sellers.

This study also found that legal assessments of service fees and late fees must be based on the substance of the transaction, not solely on the terminology used. According to the East Java Indonesian Ulema Council (MUI) Fatwa, service fees are permissible if they truly represent tangible services, are proportional, and are not linked to the amount of financing or the length of the payment term. Conversely, service fees calculated based on the amount of financing and the payment term have the potential to be similar in substance to additional debt, which is prohibited under Islamic law. Similarly, late fees become problematic if they serve as a source of corporate profit, as they are inconsistent with the principles of justice and the objectives of financing contracts from a sharia perspective.

In addition to the legal aspects of transactions, this study shows that paylater practices have implications for economic behavior and the public's level of financial literacy. Ease of access to digital financing provides benefits for users in meeting certain needs, including productive needs. However, the low level of understanding of contracts, service fees, and the consequences of late payments highlights the importance of

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improving Islamic economic literacy among the public. Therefore, future development of paylater services needs to be guided by the principles of transparency, clarity of contracts, user protection, and strengthened regulations so that digital financial innovation can develop sustainably and align with the principles of Islamic economic law.

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