

An Analytical Study of Shopee Paylater from The Perspective of Fiqh Muamalah: Evaluating Its Mechanism and Proposing Sharia-Compliant Contract Alternatives

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ABSTRACT

Shopee PayLater is one of the most widely used Buy Now Pay Later services in Indonesia because it makes payments easier with an installment system. However, problems arise from the fixed interest rate of 2.95% per month and the 5% late fee, particularly concerning potential usury and its compatibility with the principles of fiqh muamalah. There are three main issues identified in this study focusing on the mechanism of Shopee PayLater as a BNPL service, the potential for elements of usury, and the regulation of late fees in the field of fiqh muamalah. This research aims to describe the mechanism of the Shopee PayLater service, analyze the potential for usury, and examine the legality of fines from a Sharia perspective. This research was conducted using a qualitative approach with a case study design. Data was obtained thru interviews with Shopee PayLater users and experts in fiqh muamalah, and was supported by analysis of official documents, DSN-MUI fatwas, OJK regulations, and relevant classical and contemporary fiqh literature. The research results indicate that Shopee PayLater resembles a qardh contract but with additions, where interest includes riba nasi'ah and fines include riba jahiliyyah, making it incompatible with fiqh muamalah. This research provides recommendations for drafting sharia-based BNPL regulations and restructuring contracts to align with Islamic principles.

KEYWORDS

Shopee PayLater; Fiqh Muamalah; Riba

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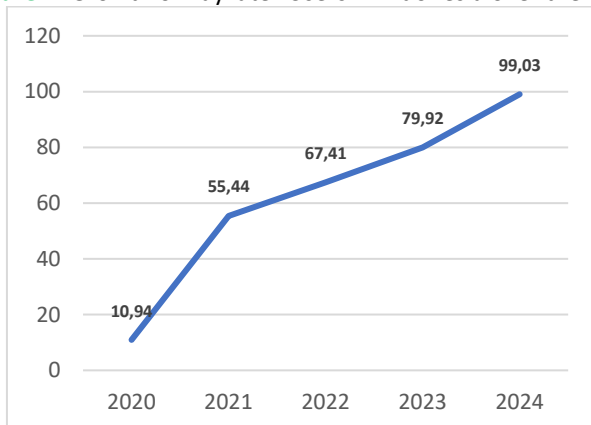




Introduction

The rapid development of digital technology has transformed various aspects of human life, including the economic sector, where e-commerce platforms now provide deferred payment services that facilitate online transactions (Umar & Mukharrom, 2025). One of the most significant innovations within the digital payment ecosystem is the emergence of the Buy Now Pay Later (BNPL) feature, which enables consumers to purchase goods or services and pay for them at a later time, often through installment-based payment schemes (Febriandika et al., 2022). In Indonesia, Shopee PayLater represents one of the most popular examples of such services, offering consumers convenience through credit limits and flexible repayment periods (Kurniasih, 2023). Although this service increases consumer accessibility to online shopping, it simultaneously raises important questions regarding its compliance with the principles of *fiqh muamalah*, particularly concerning the potential existence of *riba* in the mechanisms of interest and late-payment penalties (Umar & Mukharrom, 2025; Wardah et al., 2025).

Figure 1. Growth of PayLater Users in Indonesia over the last 5 years



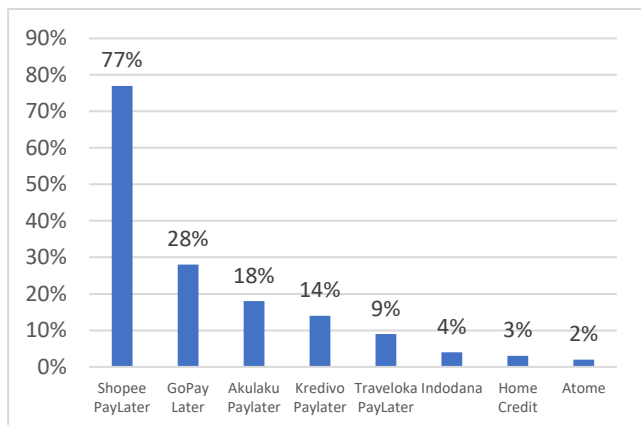
source: Goodstats.id (2024)

The significant growth in BNPL service users in Indonesia over the last five years indicates a transformation in consumer purchasing behavior through digital financing systems. Data reported by Goodstats.id (2024) show that financing contracts through PayLater services grew exponentially from 10.94 million in 2020 to 99.03 million in 2024. This growth did not occur linearly, with a sharp increase of 406.76% in 2021, followed by a slowdown to 21.60% in 2022, 18.56% in 2023, and rising again to 23.91% in 2024. Overall, the average annual growth of PayLater users during the 2020–2024 period reached approximately 73.7%.

These figures indicate that digital debt financing schemes such as PayLater have increasingly become a preferred method for online transactions, reflecting a fundamental shift in financial behavior among consumers. This development aligns with global trends in which digital payment systems, particularly PayLater or credit-card-free installment mechanisms, have become strategic tools enabling consumers to purchase products or services immediately and settle payments later (Firdaus et al., 2024).



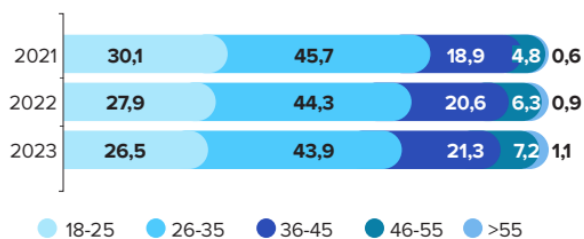
Figure 2. Buy Now PayLater platforms frequently used in Indonesia



Source: Business Finance (2024)

The strong dominance of Shopee PayLater in Indonesia’s BNPL market highlights the importance of critically evaluating its compliance with Islamic principles. According to a report by Finansial Bisnis (2024), approximately 77% of BNPL users utilize Shopee PayLater, significantly surpassing other platforms such as GoPayLater (28%) and Akulaku PayLater (18%) among a total of 13.4 million users. This substantial proportion indicates the considerable influence of this service on public consumption patterns.

Figure 3. Indonesian PayLater User Behavior Report



Source: Kredivo & Katadata Insight Center (2024)

Furthermore, the Indonesian PayLater User Behavior Report published by Kredivo and Katadata Insight Center (2024) reveals that the majority of users belong to the Millennial and Generation Z demographic groups, which represent the largest and most active segments in the digital economy. This demographic profile is particularly relevant for scholarly investigation because the majority of individuals within these groups are Muslims. Consequently, there is an urgent need to evaluate the compliance of PayLater services with Islamic principles, especially considering that many users in these demographic groups still possess limited literacy regarding Islamic financial practices.

This phenomenon also raises critical questions about whether PayLater practices are consistent with the principles of Islamic economics, particularly concerning the presence of *riba* in the interest charges and late payment penalties imposed by such services. Beyond the operational mechanisms, the use of BNPL systems that do not conform to Sharia principles may also have significant implications for Islamic economic practices. Increased default risk



among consumers, declining personal responsibility for debt obligations, and potential injustices arising from imbalanced contractual relationships may undermine Islamic ethical foundations and lead to harmful consequences (Umar & Apriansyah, 2024). In such circumstances, the principles of *tawazun* (balance) and *'adl* (justice) risk losing their meaning in financial transactions.

Table 1. Data on the Development of Indonesian PayLater Debt by Distribution Source, January-June 2025

PayLater Distribution			
Month in 2025	Bank (Rp Triliun)	Finance Companies (Rp Trillion)	Total Disbursement (Rp Trillion)
January	22.57	7.12	29.69
February	21.98	8.2	30.18
March	22.78	8.22	31
April	21.35	8.24	29.59
May	21.89	8.85	30.74
June	22.99	8.56	31.55
Total	133.56	49.19	182.75

Sourch: Katadata (2025)

Data from the Financial Services Authority (*Otoritas Jasa Keuangan*—OJK) further illustrate the rapid expansion of PayLater financing in Indonesia. As of June 2025, the total outstanding PayLater debt of Indonesian consumers reached IDR 31.55 trillion, increasing from IDR 29.59 trillion in April and IDR 30.47 trillion in May. This growth was primarily driven by banking institutions, contributing IDR 22.99 trillion, and financing companies contributing IDR 8.56 trillion. Financing companies experienced an expansion rate of 56.66% year-on-year, with a gross non-performing financing (NPF) rate of 3.25%. Meanwhile, outstanding PayLater credit in the banking sector grew by 29.75% year-on-year, significantly exceeding the average banking credit growth rate of 7.77%. These figures indicate that PayLater services have become increasingly popular, particularly following the Eid holiday period, but they also raise concerns regarding potential financial vulnerabilities at both the individual level and the broader financial system (Katadata, 2025).

From the perspective of *fiqh muamalah*, the practice of imposing additional charges in the form of interest and late payment penalties may be categorized as *riba nasi'ah* and *riba jahiliyyah*, both of which are prohibited under Islamic law (Musanna, 2024; Arianti et al., 2023). This issue becomes even more complex considering that the majority of Shopee PayLater users belong to the Millennial and Generation Z cohorts, who often have limited understanding of Islamic financial literacy (Kurniawan et al., 2024). This situation creates the potential for violations of the principles of *maqashid al-shariah*, particularly in the protection of wealth (*hifz al-maal*) and faith (*hifz al-din*). These principles are central to Islamic finance, which emphasizes contractual certainty, mutual benefit for all parties involved, and justice in financial transactions (Asri & Ilyas, 2022).

Although numerous studies have examined PayLater payment systems from the perspective of Islamic law, several research gaps remain. First, there is still limited in-depth analysis regarding the mechanisms of interest and penalty calculations and their impacts on users, even though previous studies have identified the presence of *riba* elements within such systems (Ahmadi et al., 2024; Handayani et al., 2024). Second, insufficient attention has been





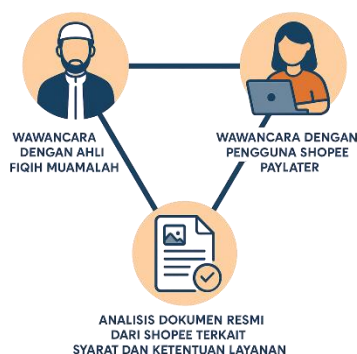
given to the socio-economic context of PayLater users, including their consumption behavior and the broader implications of digital debt (Muzayanah & Nurwakhidah, 2021; Pratika et al., 2021). Third, existing studies often focus on a single platform, such as Shopee (Musanna, 2024), without comparing it with alternative financing mechanisms that may be more compatible with Sharia principles, such as *qardh* or *murabahah*. Fourth, policy implications related to PayLater usage within the context of Sharia regulatory frameworks in Indonesia have not been extensively discussed. Consequently, it is essential to explore how government policies and Islamic financial institutions can adapt in regulating such services to ensure their alignment with Sharia principles.

Therefore, this study aims to bridge these gaps by conducting a detailed analysis of Shopee PayLater practices, particularly regarding the mechanisms of interest and late payment penalties, in order to evaluate their implications within the framework of Islamic legal provisions. The structure and operational mechanisms of Shopee PayLater, which inherently involve lending contracts accompanied by interest and penalty mechanisms, require thorough examination from the perspective of *fiqh muamalah* to ensure compliance with Sharia principles. In addition to contributing to academic discourse in contemporary Islamic finance, this study also seeks to provide practical insights for Muslim consumers and regulators by offering recommendations for developing digital financial systems that adhere to Sharia principles and promote fairness. Such research is crucial in examining the Islamic legal dimensions of these services in order to assess their impact on Sharia compliance and the protection of Muslim consumers.

Method

This study employed a qualitative approach using a case study research design. The research aimed to explain, analyze, and examine the patterns of interest charges and late-payment penalties applied in the Shopee PayLater service from the perspective of *fiqh muamalah*. The qualitative case study approach was selected in order to provide an in-depth understanding of how the mechanisms of digital consumer financing operate and how these mechanisms relate to the principles of Islamic economic law.

Figure 4. Triangulation of Research Sources



Primary data were obtained through interviews with Shopee PayLater users and experts in *fiqh muamalah*. The informants were selected using a purposive sampling technique to ensure that the participants possessed relevant knowledge or direct experience with the use and evaluation of the Shopee PayLater system. The research instruments consisted of an interview guideline designed to explore participants' perceptions of interest, penalties, and



contractual mechanisms in the PayLater service, as well as an informed consent form to ensure ethical research procedures.

Secondary data were collected from several sources, including official Shopee PayLater documents, fatwas issued by the *Dewan Syariah Nasional–Majelis Ulama Indonesia* (DSN–MUI), regulations from the Financial Services Authority (*Otoritas Jasa Keuangan—OJK*), and relevant classical as well as contemporary literature on Islamic jurisprudence (*fiqh*). These sources were utilized to examine the contractual structure, operational mechanisms, and regulatory framework governing the Shopee PayLater service.

The collected data were analyzed using thematic analysis and content analysis. Thematic analysis was applied to interview data in order to identify and categorize major themes related to loan agreements, the potential existence of *riba*, penalty mechanisms, and contract transparency within the Shopee PayLater system. Meanwhile, content analysis was conducted on regulatory texts, product provisions, and relevant Islamic jurisprudence documents to examine how the operational structure of Shopee PayLater aligns with or diverges from the principles of *fiqh muamalah*.

To ensure the validity and reliability of the findings, this study employed triangulation of sources and methods. The integration of interview data with documentary analysis enabled the researchers to cross-check and compare empirical practices within Shopee PayLater with normative principles derived from Islamic jurisprudence. Through this analytical framework, the study systematically evaluates whether the interest charges and penalty mechanisms applied in Shopee PayLater contain elements of *riba* according to Islamic legal principles.

From an academic perspective, this methodological approach is expected to contribute to the development of literature in Islamic economic law, particularly in the field of digital financial services and financial technology. In addition, the findings are intended to provide practical insights for regulators, digital financial service providers, and Muslim communities in understanding the implications of Buy Now Pay Later (BNPL) services within the framework of Sharia compliance.

Results and Discussion

Result

The research results show that the Shopee PayLater mechanism is built through a digital contract, which in practice is a qardh contract. In this scheme, Shopee covers full payment to the seller, while the user receives the goods along with an invoice containing the principal plus a fixed interest rate of 2.95% per month. If the installment is paid on time, the transaction is considered complete; conversely, late payments will immediately incur a fine of 5% of the total bill. This finding underscores that interest and fines are the primary instruments in the Shopee PayLater system, which are the focus of the analysis of muamalah fiqh.



Figure 5. Shopee PayLater Transaction Mechanism



Source: *Shopee.co.id* (2025)

Table 2. Interest and Fines from the perspective of the 4 Schools of Law

Madzhab	Additional Interest on PayLater Loans	PayLater Late Fees	References
Hanafi	This is not permitted because interest is usury (nasi'ah), which is prohibited in debt.	Late fees are considered additional usury and are prohibited. If disciplinary action can be in the form of rent (ujrah), the contract must be clear.	Ibn Abidin, R. (1992). Hashiyat Ibn Abidin 'ala al-Durr al-Mukhtar. Dar al-Fikr.
Maliki	Similarly, usury is avoided; interest on loans is prohibited. Additional costs must be based on ijarah (rent) or kafalah (collateral), not usury.	The actual fines are debatable but are generally prohibited unless they compensate for real losses.	Al-Qarafi, M. (1994). Al-Furuq. Dar al-Kutub al-'Ilmiyyah.
Syafi'i	It is not permissible to request additional interest on a loan. All additional interest on a loan is usury.	Late fees are prohibited as usury in the days of the Jahiliyah. Administrative fees must be agreed upon in advance.	Al-Ramli, N. (1985). Nihayat al-Muhtaj Ila Sharh al-Minhaj. Dar al-Fikr.
Hanbali	Strictly prohibits interest as usury, except for rent (ijarah) with a separate contract.	Late fines are considered additional debt and are therefore haram unless the previous agreement is clear and is for compensation.	Ibn Qudamah, M. (1997). Al-Mughni. Dar al-Kutub al-'Ilmiyyah.

Source: *Research Data* (2025)

A comparative analysis of the views of the four schools of Islamic jurisprudence (fiqh) shows a consistent rejection of this practice. The Hanafi, Maliki, Shafi'i, and Hanbali schools agree that additional interest on loans falls under the category of *riba nasi'ah*, which is prohibited. Late fees are also viewed as an unjustified addition to the *riba* of the *Jahiliyyah* (pre-Islamic) period. Although some Maliki and Hanbali scholars allow for exceptions if the fine is solely intended to compensate for real losses (*Ta'widh*), the principle remains that it should not benefit the lender. Therefore, the 2.95% interest rate and 5% fine in Shopee PayLater clearly contradict the principles of Islamic jurisprudence (*fiqh muamalah*) as viewed by the four schools.



Table 3. Thematic Analysis of Interviews with Shopee PayLater Users & Muamalah Fiqh Experts, and Official Documents from Shopee

Main Theme	Shopee PayLater User	Muamalah Fiqh Expert	Shopee PayLater Official Document	Comparison & Synthesis
Transaction Contract	Considering it as a practical installment facility without considering the Sharia-compliant contract.	Considering the contract as qardh with additional charges, including riba nasi'ah (fixed interest).	Considering the consumer credit contract with a fixed interest rate.	Users view the contract functionally, experts, and documents as indicating that the contract structure contains riba from the outset.
Interest	Considers fair interest as a service fee.	Categorizes the 2.95% fixed interest rate as riba nasi'ah.	Mentions fixed interest in official regulations.	Striking differences: users accept interest, experts reject it, and documents confirm its existence.
Fines	Considers late fees as usury (riba) of the pre-Islamic era (jahiliyyah) unless they are channeled to social causes.	Considers late fees as usury (riba) of the pre-Islamic era (jahiliyyah) unless they are channeled to social causes.	Includes a 5% fine without any social allocation.	Users view them positively, experts reject them, and the document clarifies the Sharia violation.
Transparency	Admitted not reading all terms and conditions.	Perceived a lack of Islamic financial literacy as the main problem.	Provided terms and conditions online.	Documents are available, but accessibility and user understanding are poor.
Gharar	Unaware of the ambiguity in the contract.	Assuming gharar arises from incompletely understood information.	Failure to explain additional costs in detail.	Experts assess gharar, documents indicate potential, but users are unaware of it.

Source: Research Data (2025)

Table 4. Content Analysis of Interviews with Shopee PayLater Users & Muamalah Fiqh Experts, as well as Official Documents from Shopee

Analysis Category	Shopee PayLater Users	Muamalah Fiqh Experts	Shopee PayLater Official Documents	Comparison & Synthesis
Perceptions of Interest	Fixed interest is officially listed.	Fixed interest = riba nasi'ah.	Fixed interest is officially listed.	The sharp difference between user perceptions and Sharia principles held by experts is supported by documented facts.
Perceptions of Fines	Fines are considered a disciplinary instrument.	Fines are considered usury in the days of the Jahiliyah (pre-Islamic era) if they are for profit.	A 5% fine without social allocation.	Users tend to be permissive, experts firmly reject it, and documents clearly state that it is not in accordance with Sharia law.
Sharia awareness	Low, focusing on convenience and quick access.	High, emphasizing the principle of riba- and gharar-free contracts.	No explanation of Sharia education in the document.	Significant gap between user literacy and Sharia provisions.



Obligation Structure	Understood as simply paying the invoice.	Assess the binding structure from the outset with elements of usury.	Explicitly define principal + interest + penalties.	Documents and experts align, while users view it as administrative.
Source of Sharia violation	Not specifically identified.	Identifies interest, fines, and gharar as core issues.	Explicitly lists prohibited components.	Experts and documents are consistent, but users lack awareness.

Source: Research Data (2025)

Discussion

Shopee PayLater Mechanism

Shopee PayLater is a digital-based Buy Now Pay Later (BNPL) service that enables consumers to purchase goods first and pay for them in installments. The process begins with user identity verification and the determination of a credit limit by the system. Subsequently, Shopee directly pays the full price to the seller, while the user is obligated to repay the loan with a fixed interest rate of 2.95% per month (Shopee.co.id, 2025).

Interview results with users indicate that the primary reasons for using Shopee PayLater are practicality, ease of shopping, and attractive promotional offers. The majority of informants stated that the checkout process becomes faster as they do not need to wait for their salary or ensure sufficient balance. However, in terms of understanding the terms and conditions, almost all users admitted that they only skim through them, and some do not fully comprehend the details regarding interest and penalties. This finding indicates that contractual awareness among users remains relatively low (Research Data, 2025).

From the perspective of *fiqh muamalah*, this pattern reflects a *qardh* (loan) contract that includes additional benefits. In principle, a *qardh* contract should be based on mutual assistance without financial gain. The inclusion of interest in Shopee PayLater transforms the contract into a commercial transaction, which is clearly categorized as *riba*. Baits (2023) emphasizes that Ibn Qudamah stated that loans generating commercial benefits constitute *riba*, which is prohibited in Islam. This is supported by the following hadith of the Prophet Muhammad ﷺ:

أخبرنا أبو عبد الله الحافظ وأبو سعيد بن أبي عمرو قالا ثنا أبو العباس محمد بن يعقوب ثنا إبراهيم بن منقذ حدثني إدريس بن يحيى عن عبد الله بن عياش قال حدثني يزيد بن أبي حبيب عن أبي مرزوق التجيبي عن فضالة بن عبيد صاحب النبي صلى الله عليه و سلم أنه قال: كل قرض جر منفعة فهو وجه من وجوه الربا

"Has told us Abu Abdullah Al-Hafidz, and Abu Sa'id Ibn Abi Amru, both of them said they had told us Abul Abbas Muhammad Ibn Ya'qub, had told us Ibrahim Ibn Munqidz, had told me Idris Ibn Yahya from Abdullah Ibn Iyasy, he said he had told me Yazid Ibn Abi Habib from Abi Marzuq At-Tujiibii from Fadhalah Ibn Ubaid, friend of the Prophet ﷺ, he said:

"Every loan that brings benefit is a form of *riba*." (Narrated by Al-Baihaqi No. 10715).

In addition to interest, the system also imposes a late payment penalty of 5% of the total bill. This penalty is not allocated for social purposes but instead increases the financial burden on users. From the perspective of *maqashid al-shariah*, this provision contradicts the principles of *hifz al-mal* (protection of wealth) and *hifz al-din* (protection of religion), as it creates financially exploitative impacts (Umar & Mukharrom, 2025).



Overall, the analysis of the Shopee PayLater transaction mechanism reveals a structured process consisting of several stages. As previously explained, users select products and choose Shopee PayLater as the payment method. In this context, a digital wakalah contract is formed. Substantively, this contract resembles a qardh agreement, where the service provider extends a loan to the user. Shopee then pays the full price of the goods to the seller, allowing the seller to receive immediate payment. Subsequently, the user receives a bill consisting of the principal debt and a fixed interest charge of 2.95% per month (Shopee.co.id, 2025).

Analysis of Riba Elements in Shopee PayLater Transactions

An analysis across various schools of thought in *fiqh muamalah* demonstrates a consistent perspective regarding additional interest and late payment penalties in loan transactions, as found in the PayLater mechanism. In general, the four major schools Hanafi, Maliki, Shafi'i, and Hanbali prohibit additional interest in loans as it is considered *riba*. According to the Hanafi school (Ibn Abidin, 1992) and the Shafi'i school (Ar-Ramli, 1985), any increment imposed on debt constitutes *riba nasi'ah* and is therefore impermissible. This prohibition is explicitly stated in the Qur'an:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

“Allah has permitted trade and forbidden *riba*.” (QS. Al-Baqarah [2]: 275).

Similarly, late payment penalties are also considered a form of additional *riba*. The Maliki school (Al-Qarafi, 1994) holds a comparable view, where loan interest is prohibited, and additional charges are only permissible if based on contracts such as *ijarah* (leasing) or *kafalah* (guarantee), not *riba*. Penalties are also prohibited unless they are intended to compensate for actual losses. Meanwhile, the Hanbali school (Ibn Qudamah, 1997) firmly prohibits interest as *riba* and views late payment penalties as an unlawful addition to debt. This aligns with the Qur'anic command:

يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَذَرُوا مَا بَقِيَ مِنَ الرِّبَا

“O you who believe! Fear Allah and give up what remains of *riba*.” (QS. Al-Baqarah [2]: 278).

In summary, all schools agree that additional interest and late payment penalties in loan transactions are prohibited as forms of *riba*, although there are slight differences in their application regarding administrative fees or compensation for actual losses.

The additional interest rate of 2.95% per month can be categorized as *riba nasi'ah* because it arises from deferred payment. For most users, this interest is perceived as a reasonable service fee. However, *fiqh muamalah* experts emphasize that fixed interest constitutes *riba* and is not permissible. Official Shopee documents confirm that this interest is a permanent component of the billing structure, rather than incidental administrative costs. Therefore, the claim that such interest can be categorized as *ujrah* (service fee) is not acceptable, as its amount depends on the loan value and deferment period. This structure makes Shopee PayLater comparable to conventional interest-based credit systems (Katadata, 2025).



Users generally perceive the monthly interest rate of 2.95% as normal, similar to credit card service fees. However, they also acknowledge that the interest becomes burdensome over long-term installment periods (Research Data, 2025). This finding aligns with the tendency of users to prioritize immediate benefits over long-term financial risks.

Conversely, *fiqh muamalah* experts assert that such additional charges fall under *riba nasi'ah*. According to them, interest imposed due to deferred payment is explicitly prohibited in Islam. One expert noted that such additions cannot be classified as *ujrah*, as their value is directly linked to the loan amount and deferment period (Research Data, 2025).

These findings reaffirm the consistency of classical scholars' views prohibiting additions in loan contracts. They also indicate that fintech innovations such as BNPL essentially replicate conventional financial models. This situation highlights the need for regulatory frameworks ensuring that BNPL services align with *maqashid al-shariah*. In the modern context, the emergence of technology-based financial products such as PayLater services provided by e-commerce platforms like Shopee requires reassessment in terms of Sharia compliance (Attamimi et al., 2024).

The Qur'an explicitly prohibits unjust acquisition of wealth:

وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ

“And do not consume one another's wealth unjustly.” (QS. An-Nisa' [4]: 29).

In *muamalah* context, this verse establishes the principle of wealth protection (*hifz al-mal*), emphasizing that the validity of transactions depends not only on mutual consent but also on justice and compliance with Sharia principles. Therefore, modern financial practices that structurally impose additional payments through fixed interest and penalties—despite being packaged as practical digital services—may fall into the category of *akl al-mal bi al-batil* if they create inequality and harm one party (Maulida, 2021).

Late Payment Penalties in the Perspective of Fiqh Muamalah

Shopee PayLater also imposes a 5% penalty if payments exceed the due date. For some users, this penalty is considered reasonable as a form of discipline. However, from the perspective of *fiqh muamalah*, such penalties fall under *riba jahiliyyah*, which refers to additional charges imposed due to delayed payment. Ibn Qudamah (1997) considers this practice exploitative and inconsistent with Sharia principles.

Some Maliki and Hanbali scholars allow exceptions if penalties are used to compensate for actual losses or are included in a separate contract. However, in the Shopee PayLater system, penalties function as additional profit for the service provider. This contradicts the Fatwa of the Indonesian National Sharia Council (DSN-MUI No. 17/2000), which states that penalties are only permissible if allocated for social purposes (*tabarru'*).

The Qur'an emphasizes leniency toward debtors in difficulty:

وَإِنْ كَانَ دُوْ عُسْرَةً فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ

“And if someone is in hardship, then grant them time until ease.” (QS. Al-Baqarah [2]: 280).



This verse highlights that the fundamental principle in Islam is not to increase the burden on debtors but to provide relief. Ibn Qudamah (1997) further emphasizes that increasing debt due to delay constitutes exploitation and contradicts the principle of justice in Sharia.

The hadith also reinforces this principle:

لَا ضَرَرَ وَلَا ضِرَارَ

“There should be neither harm nor reciprocating harm.” (Narrated by Ibn Majah).

From the perspective of *maqashid al-shariah*, late payment penalties create *mafsadah* (harm) by increasing the financial burden on users, particularly those in weaker economic conditions. Therefore, this mechanism contradicts the principles of justice (*adl*) and wealth protection (*hifz al-mal*), while undermining the broader objective of promoting societal welfare.

Thematic and Content Analysis of Interviews

The thematic analysis reveals a significant divergence between user perceptions, *fiqh muamalah* experts, and official Shopee PayLater documents. Users perceive the service as merely a practical installment tool. In contrast, experts identify the contract as an interest-bearing *qardh*, while official documents reinforce this through explicit mention of fixed interest (Research Data, 2025).

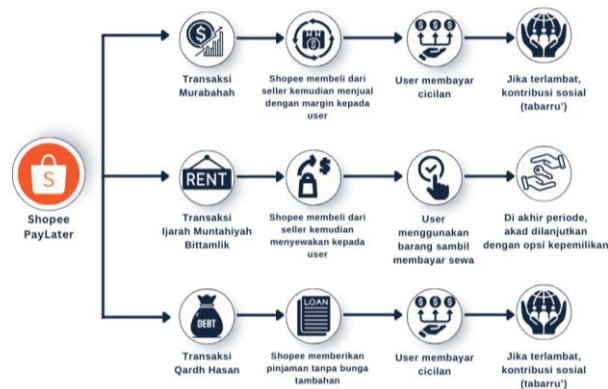
Further analysis indicates that users generally possess low Sharia literacy, focusing on convenience rather than issues such as *riba* and *gharar*. Meanwhile, experts emphasize the necessity of transactions free from these elements. Differences also emerge in understanding obligations: users view them as simple bill payments, whereas experts and documents confirm obligations that include principal, interest, and penalties.

This perception gap highlights a broader issue of Islamic financial literacy within society. Despite technological advancements that facilitate digital commerce, such progress should be accompanied by a comprehensive understanding of Sharia principles.

Overall, the analysis concludes that Shopee PayLater is not only problematic from a normative perspective but also from a social standpoint, as it creates asymmetry in understanding between providers, users, and religious authorities. While users perceive the product as functionally beneficial, its legal substance fundamentally contradicts Sharia principles of *muamalah*.



Figure 6. Transaction Recommendations in accordance with Fiqh Muamalah



Source: Shopee.co.id (2025)

Further research is needed to explore alternative financing models aligned with Sharia principles, such as *murabahah*, *ijarah muntahiyah bit tamlik*, or *qardh hasan*. These alternatives would allow BNPL services to continue as financial innovations while ensuring compliance with Islamic principles of justice and ethical transactions.

Conclusion

This study concludes that the Shopee PayLater service operates through a financing mechanism that structurally resembles a *qardh* (loan) contract but incorporates additional elements in the form of fixed interest and late payment penalties. The application of a 2.95% monthly interest rate and a 5% late payment penalty indicates that the transaction model is not purely based on mutual assistance (*tabarru'*), but rather reflects a commercial lending system similar to conventional credit practices.

From the perspective of *fiqh muamalah*, both the interest and penalty mechanisms fall under the category of *riba*, specifically *riba nasi'ah* (due to deferred payment) and *riba jahiliyyah* (due to additional charges upon delay). These practices are consistently prohibited across the major Islamic legal schools, as they involve predetermined increases in debt obligations. Furthermore, the penalty mechanism implemented in Shopee PayLater does not align with Sharia principles, as it serves as an additional source of profit rather than being allocated for social purposes (*tabarru'*), as required by relevant Islamic financial guidelines.

The findings also reveal a significant gap between user perceptions and Sharia principles. While users generally perceive Shopee PayLater as a practical and beneficial financial tool, their understanding of the contractual structure and its implications particularly regarding *riba*, remains limited. This indicates a broader issue of low Islamic financial literacy in the context of rapidly growing digital financial services.

In addition, from the perspective of *maqashid al-shariah*, the Shopee PayLater mechanism potentially undermines key objectives such as the protection of wealth (*hifz al-mal*) and the promotion of justice (*adl*). The imposition of fixed interest and penalties may lead to financial burdens, particularly for economically vulnerable users, thereby creating elements of *mafsadah* (harm) rather than *maslahah* (benefit).

Therefore, this study recommends the development of alternative digital financing models that comply with Sharia principles, such as *murabahah*, *ijarah*, or *qardh hasan*, which emphasize fairness, transparency, and the absence of *riba*. In addition, increasing public



awareness and literacy regarding Islamic financial principles is essential to ensure that users are able to make informed decisions in utilizing financial technology services.

Finally, this research highlights the urgent need for regulatory frameworks that ensure the alignment of fintech innovations, particularly BNPL services, with Sharia principles. By integrating ethical considerations with technological advancement, digital financial services can contribute not only to economic efficiency but also to the realization of justice and welfare in accordance with Islamic economic values.

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