



## MAQASID SHARIAH AND CONSUMER PROTECTION IN E-COMMERCE: STRENGTHENING LEGAL SAFEGUARDS IN INDONESIA'S DIGITAL ECONOMY

Asep Saepul Hamdi  
Universitas Ibnu Khaldun  
Jl. Sholeh Iskandar No. Km. 02,  
RT. 01/RW. 010, Kedungbadak, Kec. Tanah Sereal,  
Kota Bogor, Jawa Barat 16162, Indonesia  
[asepsaepulhamdi@gmail.com](mailto:asepsaepulhamdi@gmail.com)

Noor Aimi Mohamad Puad  
International Research Centre of Islamic Economics and Finance  
Universiti Islam Selangor, Bandar Seri Putra,  
43000 Kajang, Selangor, Malaysia  
[nooraimi@uis.edu.my](mailto:nooraimi@uis.edu.my)

### ABSTRACT

Rapid advances in information technology have led to the growth of Indonesia's e-commerce sector, which has provided up many new opportunities for trade and financial inclusion. But it has also made consumer protection more challenging, with issues like online fraud, the misuse of personal data, false product descriptions, and the delivery of goods that don't meet the standards. The issues relate directly to the concept of Maqasid Shariah from an Islamic legal point of view. This involves preserving wealth (*hifz al-mal*), promoting justice (*'adl*), and keeping trust (*amanah*). This study examines the urgency of strengthening consumer protection in Indonesia's digital transactions by integrating Shariah principles into existing legal frameworks. Using a normative juridical approach backed by legislative analysis and case studies, the research looks at how well current laws work, like Law No. 8 of 1999 on Consumer Protection, the Electronic Information and Transactions Law (UU ITE), and Government Regulation No. 80 of 2019. It also discovers structural gaps in enforcement and jurisdiction. The results show that while laws provide a basis for protecting consumers, they do not fully address the ethical and transactional risks associated with e-commerce. The study suggests that regulatory changes should be rendered to bring national laws in line with *fiqh al-mu'amalat* principles, enable it to be easier to resolve disputes across borders, and give platform operators more oversight. Indonesia may build a more trustworthy, fair, and Shariah-compliant e-commerce environment that supports long-term economic growth by incorporating Maqasid al-Shariah into digital consumer protection.

**Keywords:** Maqasid al-Shariah, Consumer protection, E-commerce, Digital transactions, Islamic commercial law

*Submitted: 16/8/2025*

*Accepted: 05/9/2025*

*Published: 29/9/2025*





## INTRODUCTION

The rapid expansion of Indonesia's e-commerce sector has created both opportunities and challenges. Indonesia recorded 224 million digital buyers in 2023, making it the largest e-commerce market in Southeast Asia, with a projected transaction value surpassing USD 60 billion by 2025. Popular platforms such as Tokopedia, Shopee, and Bukalapak have transformed consumer behaviour by providing faster, more convenient, and widely accessible services.

However, this growth also exposes consumers to significant risks. According to the Indonesian National Cyber and Crypto Agency (BSSN), over 11,000 cases of e-commerce fraud were reported in 2022, including identity theft, misuse of personal data, and false product descriptions (BSSN, 2023). A survey by Katadata Insight Center (2022) also revealed that 36% of Indonesian online shoppers experienced fraud or product mismatch, indicating systemic weaknesses in consumer protection in digital transactions. These issues highlight a gap in trust and accountability within the digital marketplace.

From an Islamic perspective, these concerns extend beyond regulatory violations. They touch directly on the higher objectives of Shariah (Maqasid al-Shariah), particularly the protection of wealth (*ḥifẓ al-māl*), the preservation of trust (*amānah*), and the upholding of justice (*ʿadl*). The Qur'an explicitly prohibits unjust consumption of wealth (Qur'an 4:29), while the Prophet Muhammad (peace be upon him) warned against deceit in trade: *"Whoever cheats us is not one of us"* (Muslim). Hence, ensuring fairness, transparency, and accountability in e-commerce is not merely a legal obligation but also a moral and religious duty (Fauziyah & Muttaqin, 2025).

Thus, while Indonesia's digital economy holds enormous potential, the lack of adequate consumer safeguards has created vulnerabilities that must be addressed through a framework aligned with both modern consumer law and *fiqh al-mua'malat* principles (Wibowo, 2025; Sari, 2024; Supriyanto, 2025).

Indonesia has issued a number of laws and rules, including Law No. 8 of 1999 on Consumer Protection, the Electronic Information and Transactions Law (UU ITE), and Government Regulation No. 80 of 2019 on Trading through Electronic Systems. But these laws and rules fail to fully address the moral, international, and technology related risks inherent with e-commerce. Consumer protections aren't particularly effective right now because they aren't enforced well and don't cover all areas. The lack of regulations creates a critical need of establishing the legal protections that are in line with Maqasid Shariah to guarantee that digital trade is equitable, transparent, and honest.

Prior research in the consumer protection of e-commerce area focused on the regulatory structures, institutional roles, or specific technological issues like data privacy and cybersecurity (Sutedi, 2014; Raharjo, 2021). These contributions are beneficial but very few discussions have been made highlighting the importance of improving Indonesia's consumer protection framework through incorporating the element of Maqasid Shariah, since this platform-based commerce is growing rapidly. There are very limited studies conducted on digital transactions which tackle the core Shariah objectives such as protecting wealth (*ḥifẓ al-māl*), promoting justice (*ʿadl*), and protecting trust (*amanah*). This gap raises important questions regarding the extent that current laws reflect Shariah principles as well as making sure that digital trade is fair and ethical. It also raises the questions on the actions that need to be taken to make sure that the consumer protection laws are in line with both modern regulatory needs and Islamic legal requirements.





Based on the above, this study seeks to address three key research questions: 1) what forms of consumer protection currently exist within Indonesia's e-commerce regulatory framework; 2) what gaps and weaknesses persist particularly in relation to Shariah principles and Maqasid Shariah; 3) and how legal safeguards can be strengthened to ensure Shariah-compliant consumer protection in digital transactions. In light of these questions, the study's goal is to examine at Indonesia's current laws and rules about protecting consumers in e-commerce, discover the gaps and problems with enforcing these laws in line with Shariah principles, and suggest Shariah-compliant legal changes to make consumer protection more robust in Indonesia's digital economy. This study also creates the discussion in the context of Maqasid Shariah to show that protecting consumers in e-commerce is not only a legal duty but also a moral and ethical duty based on Islamic legal and moral principles.

This paper is organized into five sections. Following this introduction, the literature review explores consumer protection principles in Indonesia, the Maqasid Shariah framework, and Islamic legal principles in legal trade. The methodology outlines the normative juridical approach and data sources used. The discussion examines the adequacy of current Indonesian regulations, identifies gaps, and presents Shariah-aligned recommendations. The final section provides conclusions and policy implications for integrating Maqasid Shariah into consumer protection frameworks in Indonesia's e-commerce sector.

## **LITERATURE REVIEW**

### **Consumer Protection in Indonesia**

Consumer protection in the digital context has become increasingly complex in line with the massive use of technology in trade transactions. Law No. 8 of 1999 on Consumer Protection affirms that consumers have the right to comfort, security, and safety in consuming goods and/or services (Habibah & Herawati, 2023). In digital transactions, these rights face new challenges, such as the anonymity of business actors, limited access to dispute resolution, and the exploitation of personal data.

Widjaja (2020) notes that digital consumer protection must take into account the characteristics of electronic transactions, which are cross-border, asynchronous, and have minimal face-to-face interaction. Legal protection must be able to anticipate the imbalance of power between consumers and digital business operators. Similarly, Sutedi (2014) emphasizes the importance of adaptive and dynamic laws to protect consumers from the risks of instant online transactions.

Raharjo (2021) states that regulations such as the Electronic Information and Transactions Law (UU ITE) and Government Regulation No. 80 of 2019 have become important complements in the digital legal ecosystem. However, weaknesses in implementation and the low level of public digital literacy have rendered such protection less than fully effective. He stresses the need for online dispute resolution institutions and stronger supervision of e-commerce operators.

Comparatively, consumer protection systems in several developed countries have applied the principle of holding digital platforms accountable for third-party sellers and have implemented automated redress mechanisms. Indonesia needs to adopt a similar approach in order to build greater public trust in digital transactions.





## **Maqasid Shariah in Consumer Protection**

Maqasid Shariah, which means "the higher goals of Islamic law," is the basic idea of ensuring interactions between people, including contracts for business, are fair, just, as well as beneficial for everyone. Classical scholars, like Al-Ghazali (d. 1111) and Al-Shatibi (d. 1388), divided Maqasid into five groups: the preservation of religion (*hifz al-din*), life (*hifz al-nafs*), intellect (*hifz al-'aql*), lineage (*hifz al-nasl*), and wealth (*hifz al-mal*). *Hifz al-mal* is directly related on protecting consumers since it aims in safeguarding people's property and financial rights from harm, injustice, and exploitation (Kamali, 2008).

The Qur'an clearly says that people shouldn't get rich unfairly while stating that trade should be honest and transparent: "Do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent" (Qur'an 4:29). The Prophet Muhammad (peace be upon him) also against the act of dishonesty in business. He said, "Whoever cheats us is not one of us" (Muslim, Sahih Muslim, Hadith No. 101). These rules make it clear that in Islam, protecting wealth is not just about having a physical possession, it is also about making sure contracts are fair, stopping fraud and avoiding unnecessary uncertainty and gambling (Kamri & Daud, 2011).

Maqasid Shariah gives e-commerce a moral and legal guide for protecting consumers in the digital age. It suggests that transactions must follow the rules of trust, justice, and mutual consent and it forbids actions that cause harm. Associating Maqasid Shariah to consumer protection laws makes trade more ethical by making sure that the law is in line with Shariah principles. This will build more trust in the marketplace (Fallah, 2025; Laldin & Furqani, 2013).

Additionally, *fiqh al-mu'amalat*, which is the body of Islamic law that governs business transactions, makes Maqasid Shariah work by setting rules that can be enforced, like making sure contracts are valid, requiring the disclosure of product information, and offering remedies for breaking a contract. This is particularly significant for e-commerce, where consumers can be harm by being anonymous, doing business across borders, and having information that isn't equal. By incorporating Maqasid Shariah to consumer protection, it not only resolves these problems, but it further makes the market more regulated by making businesses adhere to both civil law and divine orders (Dusuki & Abdullah, 2007; Astra, Hendrawati & Adriyana, 2024).

In practice, it implies that the laws in Muslim-majority countries must clearly state that Shariah-compliant standards apply to digital trade. For example, ensuring that payment systems do not involve of any interest-based transactions, the sale and purchase of haram goods and any disputes can be resolved in an approach that is in line with Islamic ethics (Susanto & Roslan, 2019). So, adding Maqasid Shariah to Indonesia's e-commerce consumer protection laws would close the gap between the law and Islamic moral obligations, making the digital economy more fair, safe, and trustworthy.

## **Islamic Legal Principles in Digital Trade**

The rapid growth of digital trade has changed how deals are made, carried out, and enforced. The medium has changed from physical marketplaces to digital platforms, but the basic moral and legal rules of Shariah remain unchanged. In Islamic law, a transaction is only valid if it follows basic rules like mutual consent, transparency, fulfilling contractual obligations and avoiding major prohibited elements, like *riba'*, *gharar* and *maysir* (Kamali, 2008; Usmani, 2002).





### ***Contractual Legitimacy and Mutual Consent***

In the digital marketplace, people often agree to contracts by clicking on a "I agree" button. This is called "clickwrap" or "browsewrap." From an Islamic legal point of view, this kind of consent is valid as long as the terms of the contract are clear, easy to understand, and not misleading. The Qur'an says that consent must be informed and voluntary: "Do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent" (Qur'an 4:29). Al-Zuhaili (2006) says that hiding important information in contracts is fraud, which makes the deal voidable under Islamic law.

### ***Transparency and Information Disclosure***

Digital trade frequently faces challenges because sellers and buyers don't always have the same information. In *fiqh al-mu'amalat*, the seller has to tell the buyer about any flaws and give accurate descriptions of the goods or services (Bagehri & Hassan, 2012). Failure to do so breaches the principle of *gharar*, which the Prophet Muhammad (peace be upon him) explicitly prohibited in trade (Sahih Muslim, Hadith No. 1513). This is particularly crucial in e-commerce, where physical inspection is impossible and therefore there is a need for honest product descriptions, trustworthy images, and correct specifications.

### ***Prohibition of Unjust Enrichment and Fraud***

Islamic law forbids deception and unjust enrichment, which can happen in online trade when people sell fake goods, run phishing scams, or hide fees. The Prophet (peace be upon him) said, "Whoever cheats us is not one of us" (Sahih Muslim, Hadith No. 101). In e-commerce today, this principle needs reliable authentication systems, secure payment gateways, and techniques to quickly fix things when fraud happens (Hassan, Shukur & Hassan, 2020; Kessahou & Jiang, 2022).

### ***Electronic Contracts and Shariah Validity***

For electronic contracts to be valid under Shariah, they must include the four main parts of a valid contract: the parties to the contract, the subject matter, the offer and the acceptance. Contemporary scholars, such as Laldin and Furqani (2013), state that digital contracts fulfill these requirements as long as the parties' identities can be verified, the terms are clear, and the subject matter is legal (halal). Malaysia and other Muslim-majority countries have officially recognized electronic signatures and online contracts as legally binding, as long as they follow Shariah and civil law (Muhammad et al., 2025; Talafha, 2024)

### ***Dispute Resolution in Digital Trade***

A key idea in Islamic law is that disputes should be settled quickly and fairly. Online dispute resolution (ODR) systems can follow this rule in the digital trade world by providing consumers with easy-to-use, clear, and affordable ways to settle disagreements (Omoola & Oseni, 2016; Rayón Ballesteros & González Ávila, 2024). But these systems must be made to follow Shariah rules, making sure that decisions are in line with Islamic morals and fair contracts.







## RESEARCH METHODOLOGY

This study uses a normative legal research design with a statutory approach based on the principles of Maqasid Shariah. The analysis focuses on evaluating the extent to which Indonesia's consumer protection framework for e-commerce aligns with Shariah objectives, particularly the preservation of wealth, the promotion of justice and the safeguarding of trust. The study only uses secondary data, which were gathered from a thorough examination of relevant laws, government rules, and Shariah-based legal guidelines, as well as academic literature, journal articles, and reliable Islamic legal sources. The qualitative analysis involves interpreting and synthesizing these materials to identify regulatory gaps, assess the integration of Islamic legal principles into consumer protection laws, and formulate recommendations for strengthening Shariah-compliant legal safeguards in Indonesia's digital economy.

## ANALYSIS OF FINDINGS

### **What Forms of Consumer Protection Currently Exist Within Indonesia's E-Commerce Regulatory Framework?**

The Consumer Protection Law, the Electronic Information and Transactions Law (UU ITE), and Government Regulation No. 80 of 2019 provide the legal framework for ensuring consumer rights. Nevertheless, gaps remain, such as the absence of a fast-track digital dispute resolution mechanism and limited oversight of foreign digital business actors. Consumer legal protection can be classified into:

#### 1. Preventive Legal Protection

This offered before violations occur to prevent harm, including:

- i. Fair digital contracts: E-commerce platforms must provide clear, accurate, and non-misleading information about goods/services (Article 4 of Law No. 8/1999).
- ii. Transparent terms and conditions: They must be easily understandable and avoid unfair clauses that disadvantage consumers.
- iii. Consumer education: Governments, businesses, and consumer organizations must deliver digital literacy and awareness of consumer rights.
- iv. Obligations of e-commerce providers: According to Government Regulation No. 80/2019, businesses must provide accurate information about their identity, ordering, payment, and delivery processes.

#### 2. Repressive Legal Protection

Implemented after violations occur, including:

- i. Complaints and dispute resolution: Consumers may file complaints with BPKN (National Consumer Protection Agency), LPKSM (Consumer Protection NGOs), BPSK (Consumer Dispute Resolution Board), courts, or arbitration bodies.
- ii. Administrative and criminal sanctions: Businesses violating the law may face fines, compensation orders, or criminal penalties under UU ITE and the Consumer Protection Law.
- iii. Platform liability: Platforms are responsible for products sold if they act as direct distributors or fail to act against violating sellers.





### 3. Data and Information Security-Based Protection

Given the growing use of personal data, data protection is crucial:

- i. Consumer personal data protection: Businesses must safeguard consumer data under UU ITE and Government Regulation No. 71/2019.
- ii. Right to be forgotten Consumers may request the deletion of personal data under UU ITE.
- iii. Cybersecurity certification: E-commerce platforms must implement adequate security systems to prevent data breaches.

## What Gaps and Weaknesses Persist Particularly in Relation to Shariah Principles and Maqasid Shariah

1. Normative misalignment: *Maqasid* not operationalized in black-letter rules Indonesia's laws (Law No. 8/1999; UU ITE; PP 80/2019) protect consumers in general, but they do not make *Maqasid* especially *hifz al-mal*, *adl* and *amanah* into enforceable e-commerce duties. For example, they don't require clear standards for online contracts, pre-disclosure of material risks, or platform-level fiduciary responsibilities. Not just ethics, but also *Maqasid* should guide on developing of rules (Dusuki & Abdullah, 2007; Laldin & Furqani, 2013; Kamali, 2008).
2. Persistent *gharar* (excessive uncertainty) and *tadlis* (misrepresentation) in digital T&Cs Contracts that use "clickwrap" or "browsewrap" are still lengthy hard to read and comprehend, and often include one-sided clauses about returns, arbitration, and data reuse. According to Shariah, material ambiguity and not disclosing information will make the mutual consent become invalid and invite *gharar* (Al-Saati, 2003; Lambak, 2013). Previous studies claim that Shariah's transparency standard requires clear and enforceable duties and the disclosure of flaws and limitations (Ariffin, 2021; Kholiq, 2024).
3. Weak remedies and access to justice: Shortfall on *adl* Small claims in cross-border e-commerce are hard to obtain because of practical problems like high costs, unclear jurisdiction, and long timelines. Shariah calls for quick and fair resolution of conflicts that restores rights and stops harm. The literature suggests that online dispute resolution (ODR) with binding outcomes, low fees, and active participation from the platform is the best way to achieve *adl* for regular customers (Nabiela, Afrina & Yuanitasari, 2025; Kamali, 2008).
4. Data protection gaps undermine *amanah* (trust) and *hifz al-mal* Sharing personal data with third parties without real consent, collecting data, and profiling people all go against the idea that personal data is a trust, not a commodity. UU ITE gives the basis, but enforcement and redress are still insufficient. The *amanah* norm in Shariah suggests that there must be strict limits on use, clear consent, and liability for misuse. These are standards that the literature binds to trust and welfare goals (Dusuki & Abdullah, 2007).
5. Payment and financing problems: being exposed to *riba* and unfair fees Common payment methods, like credit card surcharges, revolving interest, and late fees, can get people into *riba*. Shariah-compliant rails, like straight-purchase, *qard hasan*-based fee caps, or compliant BNPL, are not part of the mainstream consumer protection





rules. This leaves a gap in compliance and welfare (Usmani, 2002; Kamali, 2008). Literature calls for regulatory pushes toward payment design that follows Shariah law.

6. There is still not enough information about how third-party sellers are held accountable on platforms.  
A growing amount of comparative practice offers platforms the task of verifying sellers, making sure product claims are legitimate, and giving automatic refunds. Under *fiqh muamalat*, people or groups that act as middlemen and make money from transactions have a duty to protect wealth and avoid harm and deception. Previous literature supports calibrated, Shariah-based platform liability to stop fake or unsafe goods as well as guarantee sure refunds (Laldin & Furqani, 2013).
7. Lack of understanding of *maṣlahah* is a sign of low consumer literacy.  
Little knowledge on technology or money makes the information gap worse. The concept of *Maqasid* highlight that proactive education must be provided to help individuals provide informed consent and reduce *gharar*. This is supported by previous study which linked CSR-style duties and government-funded literacy programs to the *maṣlahah* goal in markets (Dusuki & Abdullah, 2007; Laldin & Furqani, 2013).
8. Limited scope on prohibited goods/services  
Presently, the rules fail to account for haram categories or unethical digital content or financial schemes. Shariah suggests that market filters must exist to protect morals and finances, especially at the platform level (Usmani, 2002; Al-Zuhayli, 2006).

### How Legal Safeguards Can Be Strengthened to Ensure Shariah-Compliant Consumer Protection in Digital Transactions?

The rapid growth of digital transactions through e-commerce platforms has made it even more important to have strong consumer protection laws that are both legally sound and in line with Maqasid Shariah. Indonesia's current laws, like Law No. 8/1999 on Consumer Protection, the Electronic Information and Transactions Law (UU ITE), and Government Regulation No. 80/2019, provide a structural basis for regulating online trade. However, the literature shows that these frameworks do not fully incorporate Shariah goals like *hifz al-mal* (preservation of wealth), *adl* (justice), and *amanah* (trust) (Dusuki & Abdullah, 2007; Laldin & Furqani, 2013; Kamali, 2008).

Reforms should focus on five connected dimensions to make legal protections stronger which summarized in the Table 1 below:

Table 1: Five connected dimensions to make legal protections stronger

No.	Dimension	Details
1.	Applying Maqasid-Based Rights into Law	Integrating the elements of Maqasid Shariah as part of laws that protect consumers and rules for e-commerce. This includes recognizing the right to keep money safe, the right to honest information ( <i>bayan</i> ), and imposing restrictions on unfair practices like <i>gharar</i> (too much uncertainty), <i>tadlis</i> (lying), and <i>riba'</i> (usury). According to Hassan, Abdullah, and Ismail (2018), jurisdictions that include ethical







		principles in their laws have higher compliance and consumer trust. Enforcement agencies will have a clear moral and legal duty to act against violations if these rights have been set down.
2.	Enhancing Contractual Transparency and Reducing <i>gharar</i>	Creating clear-language summaries of important contract terms, standardizing refund and return rights, and making risks and limitations clear can all help make legal protections more powerful. Automated pre-contract disclosure tools built into e-commerce platforms can make these requirements function.
3.	Establishing Shariah-Compliant Dispute Resolution Mechanisms	Embedding ODR in the legal system and making platform participation mandatory, consumers can get assistance without being required to spend an excessive amount of money or undergo a lot of procedures.
4.	Strengthening Data Protection as an <i>amanah</i>	Shariah supervisory bodies ought to review data governance policies to make sure they follow both legal and moral standards.
5.	Integrating Shariah-Compliant Payment and Product Controls	Legal frameworks should encourage Shariah-compliant payment systems (like interest-free BNPL plans and debit-based settlements) and require platforms to filter out <i>haram</i> goods and services

## CONCLUSIONS AND RECOMMENDATIONS

The findings of this study demonstrate that Indonesia's current e-commerce consumer protection framework, while structurally sound in several respects, is still inadequate to fully achieve the goals of Maqasid Shariah. Present laws and enforcement practices fail to consistently put into action key Shariah principles like protecting wealth (*hifz al-māl*), promoting justice (*al-'adl*), protecting trust (*amānah*), preventing harm (*daf' al-ḍarar*), and promoting the public interest (*maṣlahah*).

The analysis discovered that there are still issues, such as unclear contracts (*gharar*), false information (*tadlīs*), weak ways to settle disputes, weak data protection, payment systems that expose people to *ribā*, unclear platform liability, limited cross-border enforcement, low consumer literacy, and not sufficient screening for *ḥarām* goods. Such issues not only violate consumer rights in the digital marketplace, but also in opposition to the moral principles of Islamic law.

This study suggests few changes to fill in these gaps. These include adding Maqasid Shariah based rights to consumer protection laws, setting up Shariah-compliant online dispute resolution (ODR) systems, enforcing data privacy more strictly, making Shariah-compliant payment methods more common, making platforms more accountable, recognizing e-evidence, setting up consumer literacy programs, and filtering out *ḥarām* goods automatically. Each of these actions directly supports one or more Maqasid Shariah goals, making consumer protection not just a legal duty but also a moral duty.





In conclusion, adding Maqasid Shariah to Indonesia's digital consumer protection system has two benefits: it makes the legal protections more intense by following international best practices, and it makes the moral and ethical foundations of market transactions greater in a Muslim-majority context. This kind of approach would strengthen the trust of individuals in e-commerce, encourage fair market participation, and make sure that the rapid growth of Indonesia's digital economy remains in line with Islamic principles.

## REFERENCES

- Al-Saati, A. R. (2003). *The permissible gharar (risk) in classical Islamic jurisprudence* (pp. 1–16). King Abdulaziz University. Retrieved from [https://www.kau.edu.sa/Files/121/Files/68212\\_162-Al-Saati-5.pdf](https://www.kau.edu.sa/Files/121/Files/68212_162-Al-Saati-5.pdf)
- Al-Zuhayli, W. (2006). *Al-Fiqh al-Islāmī wa Adillatuh* [Islamic Jurisprudence and its Proofs]. Damascus, Syria: Dār al-Fikr.
- Ariffin, N. H. M. (2021). A development of Islamic e-commerce ethics model. *International Journal of Islamic Thought*, 20, 15–24.
- Astra, N. P. B., Hendrawati, T., & Andriyana, D. (2024). Leadership in Islamic education: Integrating ethical values in the digital age. *International Journal of Social and Human Sciences*, 1(2), 136.
- Bagheri, P., & Hassan, K. H. (2012). The application of the Khiyar al-‘Aib (option of defect) principle in online contracts and consumer rights. *European Journal of Law and Economics*, 33(3).
- Bashori, Y.A., Umami, K. & Wahid, S.H. (2024). Maqasid Shariah-Based Digital Economy Model: Integration, Sustainability and Transformation. *Malaysian Journal of Syariah and Law*, 12(2), 405-425.
- Dusuki, A. W., & Abdullah, N. I. (2007). Maqasid al-Shariah, maslahah, and corporate social responsibility. *American Journal of Islamic Social Sciences*, 24(1), 25–45.
- Fallah, S. N. (2025). Legal implications of consumer protection in Islamic financial products for Indonesia's economic stability: A literature review. *International Journal of Economic Literature*, 3(6), 765–772.
- Fauziyah, N., & Muttaqin, A. A. (2024). Contemporary Fatwas on Online Marketplaces in Malaysia: A Shariah-Compliant Response to Digital Transactions. *Journal of Islamic Business and Economics*, 1(1), 81–95.
- Gunawan Widjaja. (2020). *Perlindungan Hukum Konsumen di Era Digital*. Jakarta: Prenadamedia Group.
- Habibah, S. F., & Herawati, R. (2023). What is the role of the consumer protection agency in leveraging and obligatoir systems? *International Journal of Social Science and Human Research*, 6(4), 2456–2461.
- Hassan, M. A., Shukur, Z., & Hasan, M. K. (2020). An Efficient Secure Electronic Payment System for E-Commerce. *Computers*, 9(3), 66.
- Jaapar, N., Mohamed Yusof, M. F., Muhamad, M. D., Syed Abdullah, S. F., & Abd Halim, A. H. (2022). The Shariah principles of online advertising during the pandemic of COVID-19. *Journal of Contemporary Islamic Studies*, 8(1), 1–24.
- Katadata Insight Center. (2022). *Survei perlindungan konsumen e-commerce Indonesia 2022*. Katadata.
- Kamali, M. H. (2008). *Maqasid al-Shariah made simple*. Kuala Lumpur, Malaysia: International Institute of Advanced Islamic Studies (IAIS) Malaysia





- .Kamri, N. A., & Daud, M. Z. (2011). Islamic wealth management: A review on the dimension of values. *Jurnal Syariah*, 19(3), 187–212.
- Kessahou, J., & Jiang, L. (2022). Ensuring security of e-commerce online payment systems. *Computer Engineering and Intelligent Systems*, 13(2), 16–22.
- Kholik, J. A. (2024). Analysis of the hadith on the principle of transparency in buying and sale transactions and its application in Syariah e-commerce. *Nabawi: Journal of Hadith Studies*, 271–283.
- Laldin, M. A., & Furqani, H. (2013). The Foundations of Islamic Finance and The Maqasid al-Shari'ah Requirements. *Journal of Islamic Finance*, 2(1).
- Lambak, S. B. I. N. (2013). Shariah juristical effect of gharar in Islamic commercial contracts. *International Journal of Educational Research and Innovation*, 5, 15–29.
- Muhammad, M. Z., Mohd, F., Amboala, T., Amin, H., Yahya, W. F. F., Rahman, M. K., Jaini, A., & Al-Rawashdeh, M. S. (2025). Shariah-compliant e-payment framework in Malaysia: Integrating fiqh, digital security and regulatory governance. *Journal of Fatwa Management and Research*, 30(2), 1–25.
- Mutemi, A. & Bacao, F. (2024). Balancing Act: Tackling Organized Retail Fraud on E-Commerce Platforms with Imbalanced Learning Text Models. *International Journal of Information Management Data Insights*, 4(2), 1–13.
- Nabiela, R., Afriana, A., & Yuanitasari, D. (2025). Online dispute resolution as a mechanism for resolving consumer disputes in the marketplace in seeking justice. *Eduvest – Journal of Universal Studies*, 5(5), 1556–1568.
- Omoola, S. O., & Oseni, U. A. (2016). Towards an effective legal framework for online dispute resolution in e-commerce transactions: Trends, traditions, and transitions. *IIUM Law Journal*, 24(1), 257–281.
- Osman, R. A. H., Zakariyah, L., Zakariyah, H., & Dahlan, A. R. A. (2021). Cyber security and Maqasid al-Shariah: A case of Facebook application. *International Research Journal of Shariah, Muamalat and Islam*, 3(6), 12–25.
- Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik.
- Rabiu, A. A., Mohd Noor Merican, A. M. B., & Al Murshidi, G. (2025). Ethics in the digital age: Exploring the ethical challenges of technology. *Journal of Information Systems and Digital Technologies*, 7(1), 29–45.
- Raharjo, S. (2021). E-Commerce dan Perlindungan Konsumen dalam Perspektif Hukum. *Jurnal Hukum dan Pembangunan*, 51(2), 225–240.
- Rayón Ballesteros, M.C. & González Ávila, J.L. (2024). Online Dispute Resolution Platforms (ODR): A Legal and Technical Perspective. *Law and Business*, 4(1), 2024. 28–38.
- Sari, R. M. (2024). Consumer protection in *muamalah* transactions. *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi dan Keagamaan*, 11(1), 206–218.
- Supriyanto, Rahardjo, T. M. S., Sumiyati, Noerdjaja, H., Pambudi, G. E., & Prabowo, M. S. (2025). Consumer Protection Legal Frameworks in Indonesia: The Challenges of E-Commerce and Data Privacy. *Research Horizon*, 5(2), 119–128.
- Susanto, B., & Mohd Ruslan, R. A. (2019). Legal renewing of consumer protection (*himâyah al-mustahlaki*) through Islamic law perspective. *Al-Adalah*, 16(2), 265–284.
- Sutedi, A. (2014). *Perlindungan Konsumen*. Jakarta: Sinar Grafika.
- Talafha, T. (2024). E-commerce payment systems: A review and comparison. *International Journal of Commerce and Management Research*, 10(5), 4–13.
- Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik.
- Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.
- Wang, D., Chen, B. & Chen, J. (2019). Credit card fraud detection strategies with consumer incentives, *Omega*, 88, 179–195.





Yazid, Z. E., Zainol, Z., & Bakar, J. A. (2023). E-Commerce Via Mobile Banking: Contemporary Shariah Issues and Ways to Address Them. *International Journal of Professional Business Review*, 8(1).