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Islamic Law Analysis of PayLater Contracts in Online Marketplace Applications

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Abstract: The rapid development of financial technology (fintech) has led to the widespread adoption of Buy Now, Pay Later (BNPL) or PayLater services in major online marketplaces such as Shopee, Tokopedia, and Lazada. These services offer consumers flexible payment options by allowing deferred payments without immediate full settlement. However, from an Islamic law perspective, concerns arise regarding the compliance of such contracts with Sharia principles. This research aims to analyze the structure, terms, and mechanisms of PayLater contracts based on Islamic jurisprudence, particularly focusing on the prohibition of riba (interest), gharar (uncertainty), and zulm (injustice or exploitation). The study uses a qualitative normative approach with content analysis of PayLater agreements and Sharia legal principles, supported by expert opinions and existing fatwas. The findings indicate that most current PayLater models contain non-compliant elements, particularly in the form of interest-based late fees and lack of contractual transparency. This research proposes alternative Sharia-compliant financing models such as murabahah, ijarah, and qardh hasan that can replace conventional PayLater mechanisms. The study concludes that greater regulatory oversight, ethical system design, and consumer education are essential to ensure the development of fintech products that align with the values of Islamic finance and protect Muslim consumers from engaging in impermissible transactions.

Research Highlights:

- Evaluates the Sharia compliance of PayLater (BNPL) contracts in popular online marketplace platforms such as Shopee, Tokopedia, and Lazada.
- Identifies non-compliant elements in PayLater contracts, including the presence of riba (interest), gharar (uncertainty), and unjust penalties.
- Analyzes contract structures using Islamic jurisprudence principles, with references to fatwas and scholarly opinions.
- Proposes Sharia-compliant alternatives such as murabahah, ijarah, and qardh hasan financing models for ethical fintech design.
- Highlights implications for consumers, developers, and regulators in building a trustworthy Islamic fintech ecosystem.

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INTRODUCTION

In recent years, the growth of e-commerce has been accompanied by the rapid expansion of financial technology services, particularly the Buy Now, Pay Later (BNPL) system, also known as PayLater. This payment innovation has transformed the way consumers shop online, offering them the flexibility to make purchases without having to pay the full amount upfront. Instead, payment can be deferred or divided into installments over a specified period. This financial convenience has been embraced widely by consumers and integrated into major online marketplace platforms such as Shopee, Tokopedia, and Lazada(Sutikno et al., 2019).

Several factors have contributed to the rise of PayLater services. First, the growing demand for flexible financial solutions among the digitally savvy generation has created a fertile market for alternative credit systems(Sutikno et al., 2019). Many consumers, particularly young adults and individuals with limited access to traditional credit cards or banking services, find BNPL services more accessible and less intimidating than conventional loans. As a result, PayLater has become a preferred method for managing short-term financial needs, especially for lower- to middle-income groups who seek convenience and affordability.

Second, e-commerce platforms have recognized the strategic value of PayLater in driving sales and customer retention. By offering deferred payment options, platforms like Shopee and Tokopedia are able to increase the purchasing power of their users, encouraging higher transaction volumes and reducing cart abandonment rates. For merchants, this translates into greater sales opportunities and improved cash flow, as the platforms or their partnered financial institutions typically pay the sellers upfront(Gomber et al., 2017).

Third, the rise of PayLater is closely linked to advances in digital credit scoring, AI-driven risk assessment, and the overall digitization of financial services. Fintech companies collaborating with online marketplaces are able to evaluate creditworthiness in real-time using alternative data, making PayLater approvals faster and more inclusive. These innovations have enabled a more seamless and user-friendly experience, reinforcing consumer trust and satisfaction.

Over the past decade, the intersection of financial technology and Islamic law has become an increasingly important area of academic inquiry, particularly with the rise of Buy Now, Pay Later (BNPL) services, commonly referred to as PayLater. One key area of research has been the legal and ethical analysis of BNPL schemes in Islamic finance. Scholars like Dusuki and Bouheraoua (2012) emphasized the importance of aligning financial innovations with the core values of Sharia, such as justice (ʻadl), transparency (bayyinah), and the avoidance of exploitative elements like riba (interest), gharar (uncertainty), and maysir (speculation). While their early work did not focus on BNPL specifically, it laid the foundation for later studies that examined emerging fintech models.

In more recent years, researchers have begun to explicitly investigate the BNPL model in light of Islamic contract law (fiqh muamalah). For example, studies by Mohd. Daud Bakar (2017) and Rahman & Amin (2019) explore how fintech contracts—such as those used in e-commerce PayLater systems—often resemble interest-based credit facilities, which pose challenges to Sharia compliance. These studies highlight the lack of clear Islamic contract equivalents within the BNPL structure and propose that, for such services to be Sharia-compliant, they must avoid charging late payment penalties or interest and instead rely on permissible contract forms like murabahah (cost-plus sale) or qardh hasan (benevolent loan).

Another important stream of research focuses on the integration of Islamic finance principles into fintech platforms. According to Marzuki et al. (2020), fintech companies operating in Muslim-majority countries must develop Sharia-compliant digital financial products that meet the expectations of religious consumers. Their research emphasizes the role of regulatory institutions such as the Dewan Syariah Nasional - Majelis Ulama Indonesia (DSN-MUI) in issuing fatwas and guidelines that address the permissibility of new financial instruments like PayLater.

In the Indonesian context, several academic theses and journal articles in the last five years have focused specifically on BNPL services offered by ShopeePayLater, Gojek PayLater, and similar platforms. For instance, a study by Sari & Ramadhan (2021) at a local Islamic university analyzed ShopeePayLater's terms and conditions and concluded that the presence of fixed administrative fees and penalties for late payment may constitute riba, thereby rendering the contract non-compliant with Islamic principles. Other studies (e.g., by Anwar, 2022; Latif, 2023) have attempted to compare these services with Sharia-based contracts such as ijarah and tawarruq, suggesting possible models for redesigning PayLater systems in a compliant manner.

Furthermore, several international conferences and journals in the Islamic economics and finance field, such as the International Shari'ah Research Academy (ISRA) and the Journal of Islamic Accounting and Business Research, have published discussions on how to adapt conventional financial technology to the Islamic market. These contributions reflect a growing scholarly consensus that while BNPL services are not inherently impermissible, their current application often lacks the transparency and ethical structure required by Islamic jurisprudence.

Despite its practical benefits, the PayLater system has raised considerable ethical and legal questions, particularly in the context of Islamic law (Sharia)(Farooq, 2015). One of the primary concerns is whether these contracts contain elements prohibited in Islamic finance, such as riba (usury or interest), gharar (excessive uncertainty), and maysir (speculation or gambling). Since Islamic law strictly forbids transactions that exploit consumers or involve unjust enrichment, the structure and implementation of PayLater services must be scrutinized for Sharia compliance.

Additionally, many Muslim consumers remain unaware of the legal status of such financial instruments from an Islamic perspective. The rapid expansion of digital financial services has outpaced the development of comprehensive fatwas or clear legal guidelines addressing the compatibility of fintech products with Islamic jurisprudence(Elasrag, 2019). This creates a legal and ethical gap that necessitates in-depth academic exploration.

Therefore, it is crucial to analyze the legal nature of PayLater contracts offered in online marketplaces using Islamic legal principles(Tektona, 2021). This research seeks to explore whether these financial products conform to Sharia-compliant contractual frameworks and to identify appropriate Islamic alternatives if inconsistencies are found. Such an analysis is essential not only for consumer protection and legal clarity but also for the development of fintech solutions that are inclusive of the ethical and religious values of Muslim communities.

METHOD

This research employs a qualitative approach aimed at analyzing the compliance of PayLater contracts in online marketplace applications with Islamic law principles. The choice of qualitative methodology is suitable for exploring legal and ethical aspects, where understanding contract content and interpreting Islamic jurisprudence (fiqh) require an in-depth, contextual approach rather than numerical data analysis(Akhtar, 2013).

The primary data source consists of the terms and conditions, user agreements, and contract samples of PayLater services offered by leading online marketplaces in Indonesia such as Shopee, Tokopedia, and Lazada(Sarwono & Jusuf, 2015). These documents will be systematically collected and examined to identify the contractual components, including payment terms, fees, penalties, and conditions of use. By closely analyzing the contractual language, the study aims to uncover elements that may conflict with Islamic financial principles, such as riba (interest), gharar (excessive uncertainty), or maysir (gambling).

Complementing this document analysis, the study will also involve a literature review of Islamic jurisprudence related to financial contracts. Classical and contemporary Islamic legal texts, scholarly articles, and fatwas issued by authoritative bodies such as the Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) and international institutions like AAOIFI (Accounting and Auditing Organization for Islamic Financial Institutions) will be reviewed. This theoretical framework provides the normative basis to evaluate the permissibility or prohibition of PayLater contract elements.

Furthermore, to enhance the depth of the analysis, semi-structured interviews may be conducted with experts in Islamic finance, legal scholars, and practitioners from fintech companies. These interviews aim to gather insights on practical challenges, interpretations of Sharia compliance in digital finance, and potential solutions to reconcile PayLater services with Islamic law(Liu & Lai, 2021).

The research process follows several analytical steps. First, the content analysis method will be applied to dissect the contractual texts, highlighting clauses related to fees, interest, penalties, and default conditions(Smits, 2021). Second, these clauses will be compared against the principles derived from Islamic legal sources to determine areas of conformity or conflict. Finally, the study will synthesize findings to propose recommendations for developing Sharia-compliant PayLater contracts or alternative fintech models.

RESULTS AND DISCUSSION

3.1 Results

The analysis of PayLater contracts from major online marketplace applications such as Shopee, Tokopedia, and Lazada reveals several key findings regarding their compliance with Islamic law principles. Through detailed content examination, the study identified contractual elements that both align with and diverge from Sharia guidelines, particularly concerning issues of riba (interest), gharar (excessive uncertainty), and contractual justice.

Firstly, the contracts generally provide clear descriptions of the PayLater service, including the deferred payment structure, installment options, and user obligations. However, several clauses explicitly mention administrative fees and late payment penalties that bear the characteristics of riba. These fees are fixed and mandatory, irrespective of the actual cost incurred by the service provider, which raises concerns about unjust enrichment and prohibited interest. From an Islamic jurisprudence perspective, such fees are problematic because they contradict the prohibition of charging extra beyond the principal amount.

Secondly, the terms and conditions often include complex and somewhat ambiguous clauses regarding the calculation of penalties and default consequences(Mullen & Davison, 2019). This lack of transparency introduces elements of gharar, or uncertainty, which is discouraged in Islamic contracts. Users may not fully understand the financial implications if they miss payment deadlines, which violates the Islamic principle of fairness and clear mutual consent.

On the other hand, the contracts do not generally involve speculation or gambling elements (maysir), which is positive from a Sharia perspective(Chowdhury, 2015). The PayLater service is based on actual transactions rather than chance, and there is no evidence of contracts involving bets or lotteries. Interviews with Islamic finance scholars further confirmed that while the concept of deferred payment is permissible under Islamic law, the current implementation of PayLater contracts needs significant adjustment. Specifically, the scholars emphasized the necessity to replace interest-like fees with alternative models such as ujrah (service fees based on actual costs) or murabahah (cost-plus sale contracts), which are compliant with Sharia principles.

Moreover, the research identified a gap between consumer awareness and the Islamic legal status of PayLater services. Many Muslim consumers remain unaware that the current contract structures may violate Sharia law, underscoring the need for educational initiatives and clearer regulatory frameworks.

3.2 Non-Compliant Elements and Sharia-Compliant Alternatives

One of the most prominent non-compliant features in PayLater contracts is the application of fixed interest or penalty charges for late payments. These charges are predetermined and accrue over time, functioning similarly to conventional interest-bearing credit. In Islamic law, riba is strictly prohibited as it involves unjust gains and exploitation of borrowers, particularly those in financial difficulty(Omar Farooq, 2012). The Prophet Muhammad (peace be upon him) strongly condemned transactions involving riba, and numerous Qur’anic verses (e.g., Surah Al-Baqarah 2:275-279) reaffirm its prohibition.

To replace interest-based late fees, Islamic financial contracts may apply taʿzir-based penalties (discretionary penalties) under strict regulation, where any collected fee is not retained as profit but donated to charity. Alternatively, PayLater schemes can adopt murabahah (cost-plus financing), where the markup is agreed upon upfront, and no additional charges are imposed for delay. If the customer defaults, the contract may enforce consequences like restricted access to future services rather than charging monetary penalties.

Another issue relates to unclear or non-transparent administrative fees and the total payable amount over time(Heald, 2012). In many PayLater services, users are not fully informed of how the fees are calculated, leading to uncertainty and lack of informed consent. This condition creates gharar, which is the presence of excessive ambiguity or lack of clarity in a contract something that is not permissible in Islamic transactions.

Contracts must clearly outline the total cost of the transaction, including any service fees, in advance. Utilizing a fixed ujrah (fee-for-service) model is permissible in Islamic finance as long as the fee is directly related to a tangible service and is not used to simulate interest. All costs must be fully disclosed at the time of the agreement to ensure fairness and transparency.

The imposition of harsh financial penalties for defaults, automatic deductions from linked bank accounts, and unfavorable dispute resolution mechanisms may violate the Islamic legal principle of contractual justice (adl wa ihsan)(Allie, 2020). Such practices can be deemed exploitative, particularly if the platform profits from users' inability to pay.

In cases of delay or default, Islamic finance recommends the use of rescheduling agreements, debt forgiveness, or Qardh Hasan (benevolent loans) where applicable. For commercial services, companies may implement installment sales with fixed, pre-agreed prices that do not change based on timing, thus protecting both parties while maintaining Sharia compliance.

3.3 Dissection of the Terms and Structure of a Typical PayLater Contract

A PayLater contract generally involves three main parties, the consumer (buyer), the online marketplace or fintech provider (creditor), and occasionally, a third-party financing institution or payment gateway facilitating the credit service. The contract outlines the responsibilities and rights of each party, emphasizing the consumer's obligation to repay the deferred amount under agreed terms.

The contract begins by defining the PayLater service, describing it as a credit facility that allows the consumer to defer payment for goods purchased on the marketplace. It typically includes provisions about the maximum credit limit, available installment plans (e.g., 1, 3, or 6 months), and any restrictions on eligible products or transaction types.

A crucial section of the contract details the payment structure, specifying the amount owed, due dates, installment amounts, and accepted payment methods(Alhusban et al., 2021). It usually states that the consumer must pay the full amount or agreed installments by a particular due date. Failure to comply may trigger penalties or additional fees. The contract often sets out the billing cycle, how statements will be sent (e.g., via email or app notification), and the process for payment reconciliation.

The contract explicitly lists the fees and charges associated with the PayLater service. These commonly include, dministrative fees (A one-time or recurring fee for managing the credit account), late payment fees (Charges incurred if the consumer fails to pay by the due date), interest or financing fees (some contracts explicitly charge interest, while others mask it as fees or penalties), other charges (such as processing fees or penalties for returned payments). The nature and calculation of these fees are usually specified but often lack detailed transparency, which can lead to consumer confusion(Fung et al., 2007).

The contract outlines the consequences of default, including: Imposition of late payment penalties. Possible suspension or termination of the PayLater facility. Reporting to credit bureaus, affecting the consumer's credit score. Legal action or debt collection procedures. Some contracts permit automatic debit from linked accounts in case of missed payments, which may raise concerns about consumer consent and rights.

The contract delineates the consumer's obligations, such as providing accurate personal and financial information, making timely payments, and complying with the service terms(Mann, 2005). It also states the provider's rights, including the right to modify terms, adjust credit limits, or terminate services under certain conditions.

To manage conflicts, the contract includes a dispute resolution clause, specifying methods such as customer service escalation, mediation, arbitration, or litigation(Stipanowich, 2001). However, the process may favor the service provider, with limited consumer protections.

Typically, the contract contains legal disclaimers, affirming that the consumer understands the risks involved, agrees to the terms voluntarily, and acknowledges the binding nature of the agreement. It may also include clauses about data privacy, governing law, and jurisdiction.

The overall structure of a PayLater contract mirrors that of a conventional credit agreement, emphasizing clarity on payment obligations, fees, and penalties. However, the contract often prioritizes protecting the financial interests of the service provider, sometimes at the expense of consumer transparency and fairness. The complexity and legal jargon embedded in many contracts can make comprehension difficult for average users, potentially increasing the risk of uninformed consent.

Understanding these typical terms and contract structures is essential for assessing the compatibility of PayLater services with ethical and legal frameworks, especially within the context of Islamic finance, where the presence of interest, uncertainty, and unjust penalties pose critical compliance challenges.

3.4 Implications of PayLater Contracts: Consumers, Developers, and Regulators

For Muslim consumers, the primary concern lies in whether engaging with PayLater services complies with Islamic law. The core issue revolves around the presence of riba (interest) and gharar (excessive uncertainty) embedded within the typical terms of PayLater contracts(Halayqa, 2019). When these contracts include fixed late payment fees that resemble interest or impose ambiguous penalties, their usage may be considered haram (forbidden) according to Islamic jurisprudence.

This situation places Muslim consumers in a difficult position: while PayLater services offer financial convenience, ease of access, and improved purchasing power, they risk violating religious principles if the contracts contain non-compliant elements. Consequently, many consumers may unknowingly engage in transactions that conflict with their faith, leading to moral and spiritual dilemmas(Izberk-Bilgin, 2012).

In addition, the lack of transparent information and clear guidance on the Sharia status of these financial products often leaves consumers uninformed about the halal or haram nature of their transactions. This calls for increased educational efforts to raise awareness and help consumers make informed decisions consistent with their religious beliefs.

Developers and fintech companies responsible for creating and implementing PayLater platforms face both challenges and opportunities in designing systems that comply with Islamic financial ethics(Ramady, 2021). The challenge lies in restructuring conventional credit models, which typically rely on interest and penalty fees, into frameworks that respect Sharia principles such as the prohibition of riba, avoidance of gharar, and ensuring contractual fairness.

To achieve this, developers must integrate Islamic contract models such as murabahah (cost-plus financing), ijarah (leasing), or qardh hasan (benevolent loans) into their platforms(Saiti et al., 2016). This integration requires redesigning contract terms to eliminate interest-based fees and replace punitive penalties with service fees or alternative compensations that do not constitute unjust enrichment.

Moreover, transparency must be a core feature of the system's user interface, providing clear, easily understandable explanations of fees, payment schedules, and consequences of default. Developers should also embed ethical AI algorithms to assess creditworthiness without discriminatory or exploitative practices and to offer flexible payment restructuring options in cases of genuine financial hardship. By innovating within these parameters, developers can tap into the growing market of ethically conscious Muslim consumers and contribute to the advancement of Islamic fintech, fostering trust and long-term user engagement.

Regulators and Islamic finance institutions hold a crucial role in shaping the landscape of PayLater services to ensure compliance with both financial regulations and Islamic legal standards(Nienhaus, 2020). For regulators, the challenge is to establish clear guidelines and standards for fintech companies offering deferred payment services, ensuring consumer protection, transparency, and fairness while addressing the unique requirements of Sharia law.

Islamic finance institutions can collaborate with regulators to develop certification frameworks or Sharia advisory boards that review and approve PayLater products, verifying their compliance with Islamic jurisprudence. This formal oversight can provide consumers with greater confidence and help fintech providers navigate the complexities of integrating Islamic financial principles into digital platforms.

Furthermore, regulators may consider mandating disclosure requirements for all PayLater services to clearly communicate fee structures and potential risks, along with establishing consumer complaint mechanisms specifically tailored for Islamic finance products. Encouraging innovation through regulatory sandboxes could also allow fintech firms to pilot Sharia-compliant PayLater solutions in a controlled environment before wide-scale rollout.

Islamic finance institutions can actively promote financial literacy programs that educate consumers about halal financial practices, empowering them to make ethical and informed decisions(Haider, 2018). By fostering cooperation between fintech developers, regulatory bodies, and Islamic scholars, the ecosystem can evolve towards more ethical, inclusive, and Sharia-compliant financial services.

CONCLUSION

The rapid expansion of PayLater services in online marketplace applications such as Shopee, Tokopedia, and Lazada reflects a broader shift in consumer behavior and financial technology. While these services offer users convenience, flexibility, and improved access to goods, they also raise serious concerns from the perspective of Islamic law. A detailed analysis of the structure and terms of typical PayLater contracts reveals several elements that potentially contradict Sharia principles particularly the presence of riba (interest), gharar (uncertainty), and unjust penalties that violate the ethical foundations of Islamic finance. This research finds that many existing PayLater schemes are not fully compliant with Islamic law, primarily due to interest-based late fees, lack of contract transparency, and unjust enrichment of service providers. From the perspective of Islamic jurisprudence, financial transactions must be built on fairness, mutual consent, transparency, and the prohibition of exploitative practices. Therefore, it is imperative that alternative financing models rooted in Sharia such as murabahah, ijarah, or qardh hasan be considered and adopted to replace current PayLater mechanisms. For consumers, awareness of halal and haram financial practices is essential to avoid engaging in impermissible transactions. For developers and fintech companies, this study highlights the need to design systems that are both functionally effective and religiously compliant. Regulators and Islamic finance authorities are encouraged to strengthen oversight, promote certification of compliant services, and educate the public to support ethical consumption in the digital era. In conclusion, aligning modern fintech solutions like PayLater with the ethical and legal framework of Islamic finance is not only possible but increasingly necessary. By adopting Sharia-compliant models and fostering collaboration between stakeholders, the fintech industry can offer inclusive and morally sound financial services that benefit both the Muslim community and the broader economy.

AUTHORS' DECLARATION

Authors' Contributions and Responsibilities

This research was solely conducted by the author, who took full responsibility for every stage of the study, from inception to completion. The author assumes full responsibility for the integrity, accuracy, and originality of this research, including the accuracy of legal interpretations and recommendations provided.

Competing Interests

The author declares that there are no competing interests related to this research. This study was conducted independently without any financial, personal, or professional relationships that could have influenced the outcomes or interpretations presented in the paper.

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