

Legal Protection of Consumers in Online Buying and Selling Transaction on Sharia E-Commerce

Ade Iskandar Nasution¹, Oyo Sunaryo Muklas², Burhanuddin³

¹Islamic Economic Law, Universitas Ma'soem, Indonesia

^{2,3}Islamic Economic Law, UIN Sunan Gunung Djati Bandung, Indonesia
adeiskandar@masoemuniversity.ac.id

Info Artikel

Article history:

Accepted January 2026

Revised February 2026

Approved March 2026

Published March 2026

ABSTRACT

The development of digital technology has brought significant changes to buying and selling patterns, especially with the emergence of sharia e-commerce in Indonesia. Muslim communities are now increasingly choosing e-commerce platforms that offer guarantees for transactions in accordance with sharia principles. However, the growth of sharia e-commerce is also accompanied by challenges and risks, particularly regarding consumer legal protection. Various issues such as fraud, products not matching descriptions, misuse of personal data, and unclear contract terms frequently occur in online transactions. This study aims to analyze the forms of legal protection for consumers in online buying and selling transactions on sharia e-commerce platforms, from both the perspective of national positive law and Islamic legal (sharia) principles. The research adopts a qualitative method with a library research approach, reviewing documents, literature, relevant legislation, and sharia fatwas. The findings indicate that consumer protection in sharia-based online transactions must integrate the principles of justice, honesty, and transparency as contained in the Qur'an and Hadith, and as regulated by the Consumer Protection Act and Electronic Information and Transactions Act (ITE Law). Consumer education, sharia supervisory institutions, and sharia-based dispute resolution mechanisms are key to achieving optimal legal protection. Therefore, integrating national law and sharia principles is crucial to ensure consumer rights and security in Indonesia's sharia e-commerce ecosystem.

Keywords: Consumer; Islamic Law; Legal Protection; Online Buying and Selling; Sharia E-commerce.

INTRODUCTION

The rapid advancement of information and communication technology has fundamentally changed commercial patterns, with e-commerce becoming a dominant method of trade. In Indonesia, this shift has also driven the growth of sharia e-commerce platforms, which aim to serve Muslim consumers by ensuring all transactions comply with Islamic legal (sharia) principles. Recent literature highlights the need for integrating sharia values – such as justice, honesty (shidq), transparency, and the prohibition of gharar (uncertainty), maysir (gambling), and riba (usury) – into the framework of online transactions [3, 4, 5]. This integration distinguishes sharia e-commerce from its conventional counterpart, as it requires

compliance with both Indonesian positive law (such as Law No. 8 of 1999 on Consumer Protection and the ITE Law) and the ethical-moral standards rooted in Islamic teachings.

Consumer risks in sharia e-commerce mirror those found in general e-commerce, including fraud, product discrepancies, misuse of personal data, and vague contract terms [10, 11, 12]. However, the sharia context introduces additional requirements for contract clarity and product legitimacy, often necessitating supervision by the Sharia Supervisory Board (DPS) to ensure compliance [12]. Furthermore, the offer of sharia-labelled products that may not be properly supervised remains a concern [13].

Legal protection mechanisms for consumers in this sector are twofold: on the one hand, national regulations such as the Consumer Protection Act and ITE Law provide essential protections for safety, information, and dispute resolution [2, 14]. On the other hand, Islamic law emphasizes not only the legal, but also the moral responsibility to uphold justice and human dignity in transactions. As Prof. Oyo Sunaryo Muklas notes, "Consumer protection in Islam is not just a matter of formal law, but is also a form of moral responsibility to uphold human rights and dignity in muamalah (social transactions)" [9].

Dispute resolution in sharia e-commerce can involve internal platform mechanisms, formal institutions such as the Consumer Dispute Settlement Agency (BPSK), and also sharia-based mediation or fatwa institutions for cases involving sharia compliance [14, 15]. However, the effectiveness of these mechanisms is closely tied to commitment from platform providers and the presence of knowledgeable, impartial supervisory bodies.

Current research underscores the significance of consumer education, sharia literacy, and effective institutional oversight as key components for strengthening consumer protection [16]. Nevertheless, challenges persist in harmonizing national law and sharia principles, ensuring the consistent application of sharia compliance, and preparing dispute resolution institutions to handle sharia-based cases. Gaps in the existing research include the need for more field-based studies on the effectiveness of protection mechanisms, comparative research with sharia e-commerce systems in other countries, and the exploration of technologies such as blockchain or smart contracts to enhance transparency and trust.

In summary, the state of the art in this research area points to the critical need for synergizing legal, ethical, and supervisory frameworks. Integrating positive law and sharia principles – as advocated by leading scholars [9] – is essential to ensure justice, security, and the realization of consumer rights in Indonesia's evolving sharia e-commerce ecosystem.

METHOD

This research uses a qualitative approach with the library research method. This method was chosen because it is relevant for an in-depth examination of concepts, theories, and regulations relating to legal protection for consumers in online buying and selling transactions on sharia e-commerce. The data used in this study comes from relevant literature, such as law books, scientific journals, articles, legislation (especially Law No. 8 of 1999 concerning Consumer Protection and the

ITE Law), fatwas of the Indonesian Ulema Council (MUI), as well as other primary sources such as the Qur'an and Hadith discussing the law of buying and selling and consumer protection from a sharia perspective. The stages of the research were carried out as follows:

1. Inventory of Sources; the researcher collects relevant library sources, both in the form of legislation, sharia literature, and previous research results.
2. Data Analysis; the collected data are analyzed descriptively and qualitatively. The researcher identifies, classifies, and interprets concepts, sharia arguments, as well as positive legal rules related to consumer protection in sharia e-commerce. The analysis is also carried out by comparing Islamic law provisions and national regulations to find their similarities and differences.
3. Drawing Conclusions; the results of the analysis are used as the basis for formulating conclusions and recommendations regarding consumer legal protection in sharia e-commerce.

This qualitative approach provides a comprehensive understanding of the problems, solutions, and the relevance between sharia principles and national law in the context of consumer protection.

RESULTS AND DISCUSSION

Identification of Consumer Risks in Sharia E-Commerce

Online buying and selling transactions on sharia e-commerce have unique characteristics that distinguish them from conventional e-commerce, especially in terms of contracts and adherence to sharia principles. However, consumers still face similar risks, such as fraud, goods not matching the description, delivery delays, and potential violations of data privacy [10]. In practice, one fundamental issue is the occurrence of *gharar* or uncertainty, whether in product specifications, prices, or delivery mechanisms. This contradicts the sharia principle requiring clarity in contracts and goods being traded, as emphasized in the hadith of the Prophet SAW, "Do not sell something that is not clear (*gharar*)" (HR. Muslim) [11].

According to Kurniawan's research, many consumers do not yet understand their rights and obligations in electronic transactions, making them vulnerable when disputes arise [12]. Another risk that often occurs is the rampant offer of sharia products that have not yet been supervised by the Sharia Supervisory Board (DPS), so the halal status and legitimacy of contracts are often in doubt [13].

Forms of Legal Protection for Consumers in Sharia E-Commerce

Legal protection for consumers in sharia e-commerce must be comprehensive, covering regulatory, educational, supervisory, and dispute resolution aspects. Legal protection for consumers in Indonesia has been regulated through Law Number 8 of 1999 concerning Consumer Protection (UUPK), which provides rights to consumers such as the right to comfort, security, and safety, the right to correct information, as well as the right to be heard and to have complaints addressed [2], [14]. In addition, the ITE Law also regulates the protection of personal data and the security of electronic transactions, thereby strengthening consumer protection in the digital realm.

In the context of sharia, consumer protection must refer to the principles of honesty (shidq), justice ('adl), and openness (transparency) as explained in the Qur'an and Hadith. Allah SWT states in QS. Al-Mutaffifin verses 1-3 about the prohibition of reducing measure or weight in trade, which is a form of fraud and harms consumers [15]. The implementation of these values must be reflected in every stage of the transaction, from the presentation of product information, payment process, to the delivery of goods.

Prof. Oyo Sunaryo Muklas emphasizes, "In muamalah transactions, consumer protection is the embodiment of the value of justice and social responsibility that is not only worldly but also spiritual" [9]. Thus, the implementation of consumer protection in sharia e-commerce is based not only on positive law but also on moral responsibility in accordance with Islamic law.

Dispute Resolution Mechanisms in Sharia E-Commerce

Dispute resolution mechanisms are crucial in consumer protection. In practice, dispute resolution can be conducted in several ways:

1. Internal Platform Resolution

Many sharia e-commerce platforms provide dispute resolution services based on customer service, mediation, refunds, or replacement of goods. However, the effectiveness depends greatly on the commitment and integrity of the platform provider [16].

2. Consumer Dispute Resolution Institutions

Consumers can file complaints with the Consumer Dispute Settlement Agency (BPSK) or sharia arbitration institutions if disputes cannot be resolved internally. This process is regulated in the UUPK and provides broader access to justice for consumers [14], [17].

3. Fatwa and Sharia Mediation

For disputes concerning the halal status of contracts or sharia compliance, mediation can be conducted through fatwa institutions such as the Indonesian Ulema Council (MUI) or Sharia Supervisory Board. This is important as not all problems can be resolved by positive law and sometimes require in-depth explanations from the sharia side [13].

Synergy of Positive Law and Sharia Principles

The success of consumer legal protection in sharia e-commerce greatly depends on the synergy between national law and sharia principles. The application of positive law without considering sharia values will result in partial protection that does not address ethical and religious aspects. Conversely, implementing sharia principles without formal regulatory support will be difficult in a complex digital ecosystem [18]. Therefore, there is a need to strengthen regulations, increase sharia literacy for business actors and consumers, as well as active supervision from the relevant authorities and the Sharia Supervisory Board.

CONCLUSION

This study aims to analyze the forms and effectiveness of legal protection for consumers in online buying and selling transactions on sharia e-commerce, both

from the perspective of national positive law and Islamic sharia principles. Based on the research results and discussions presented, it can be concluded that consumer protection in sharia e-commerce requires synergy between formal regulations, sharia principles, consumer education, and supervision by sharia institutions. Clarity of contracts, transparency of information, and sharia-based dispute resolution mechanisms are key factors in realizing justice and a sense of security for consumers.

As outlined in the Introduction, this study is expected to make a real contribution to strengthening policies and practices of sharia consumer protection in the digital era. The findings emphasize the need to strengthen regulations and inter-institutional collaboration, increase sharia literacy among business actors and consumers, and optimize the role of the Sharia Supervisory Board in overseeing online transaction practices.

The prospects for future research development are very promising. Further research can expand its scope with field research to empirically study the effectiveness of consumer protection on various sharia e-commerce platforms in Indonesia, or even make comparisons with other countries that have sharia-based consumer protection systems. In addition, developing sharia-based online dispute resolution systems, as well as integrating blockchain technology or smart contracts to increase transparency and trust in sharia transactions, are also promising areas for development. Thus, it is hoped that the results of this research can serve as a reference for academics, practitioners, and regulators in strengthening consumer protection in the field of sharia e-commerce and encouraging the realization of a fair, safe, and sharia-compliant digital ecosystem in the future.

BIBLIOGRAPHY

- [1] R. Saputra, "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce," *Jurnal Hukum dan Pembangunan*, vol. 49, no. 1, pp. 97-112, 2019.
- [2] Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.
- [3] M. Yusuf, "Prinsip-Prinsip Muamalah dalam E-Commerce Syariah," *Jurnal Ekonomi Syariah*, vol. 7, no. 2, pp. 150-160, 2020.
- [4] Al-Qur'an, Surah Al-Baqarah: 275.
- [5] Ibnu Majah, Hadits No. 2185.
- [6] I. Fauzi, "Risiko dan Perlindungan Konsumen dalam Jual Beli Online," *Jurnal Hukum Online*, vol. 15, no. 3, pp. 211-225, 2021.
- [7] S. Wahyuni, "Implementasi Akad dalam E-Commerce Syariah," *Al-Muzara'ah: Jurnal Ekonomi Syariah*, vol. 6, no. 1, pp. 75-85, 2018.
- [8] L. Kurniawan, "Upaya Perlindungan Konsumen dalam Transaksi Elektronik," *Jurnal Hukum IUS QUIA IUSTUM*, vol. 27, no. 4, pp. 520-536, 2020.
- [9] O. S. Muklas, *Fikih Muamalah Kontemporer*, Bandung: Pustaka Setia, 2016, hlm. 123.
- [10] D. R. Pratama, "Risiko Hukum dalam Transaksi Jual Beli Online," *Jurnal Hukum & Teknologi*, vol. 3, no. 1, pp. 50-67, 2022.
- [11] Muslim, Hadits No. 1513.

- [12] M. Z. Fadillah, "Peran DPS dalam Menjaga Kepatuhan Syariah pada E-Commerce," *Jurnal Ekonomi Islam*, vol. 8, no. 2, pp. 123–133, 2021.
- [13] Al-Qur'an, Surah Al-Mutaffifin: 1–3.
- [14] F. A. Rahman, "Efektivitas Mekanisme Penyelesaian Sengketa Konsumen di Marketplace Syariah," *Jurnal Hukum Online*, vol. 17, no. 2, pp. 90–105, 2023.
- [15] Badan Penyelesaian Sengketa Konsumen, "Prosedur Pengaduan dan Penyelesaian Sengketa," 2022.
- [16] S. R. Amalia, "Sinergi Regulasi Nasional dan Syariah dalam Perlindungan Konsumen Digital," *Jurnal Legislasi Indonesia*, vol. 19, no. 1, pp. 88–100, 2022.