

Shopee Paylater in Al-Qur'an Perspective (Fatwa of The Indonesian Ulema Council)

Shopee PayLater dalam Perspektif Al-Quran (Fatwa Majelis Ulama Indonesia)

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ABSTRACT

Today's technological advances require humans to always go hand in hand with technology. One of them is buying and selling activities using an online system. This is considered easier and more efficient than offline transactions. One of the popular shopping applications in Indonesia today is Shopee. In practice, Shopee offers a feature called paylater. This research uses a qualitative descriptive research method to describe the practice of using Shopee Paylater loans from the perspective of Islamic law, while what is used is some research that has been done before. This research was conducted using a normative approach to evaluate the strengths and weaknesses of the issues under consideration. In this case whether the practice of using Shopee Paylater loans is Halal or Haram. Actually, it has been fulfilled by Shopee Paylater from the *qardh* contract both in terms of *akid* because of the mutual agreement between the two parties, the main object being traded can be trusted, and also *shigat* in the paylater system there is already a form of transaction confirmation between the two parties which is in accordance with the *qardh* contract. However, from another aspect, there are instruments that contain usury, namely in the practice of Shopee Paylater there are additions.

Keywords: Shopee, paylater, Shopee Paylater law

ABSTRAK

Kemajuan teknologi saat ini menuntut manusia untuk selalu beriringan dengan teknologi. Salah satunya yaitu aktivitas jual beli menggunakan sistem daring atau online. Hal ini dianggap lebih mudah dan efisien dibanding dengan transaksi secara offline. Salah satu aplikasi belanja populer di Indonesia saat ini adalah Shopee. Dalam praktiknya Shopee menawarkan fitur yang bernama paylater. Penelitian ini menggunakan metode penelitian deskriptif kualitatif untuk mendeskripsikan praktik penggunaan pinjaman Shopee Paylater dari sudut pandang hukum Islam, sedangkan yang digunakan adalah beberapa penelitian yang telah dilakukan sebelumnya. Penelitian ini dilakukan dengan menggunakan pendekatan normatif untuk mengevaluasi kekuatan dan kelemahan permasalahan yang dipertimbangkan. Dalam hal ini apakah praktik penggunaan pinjaman Shopee Paylater itu Halal atau Haram. Sebenarnya sudah terpenuhi Oleh Shopee Paylater dari akad *qardh* baik dari segi akad karena adanya kesepakatan bersama antara kedua pihak, obyek utama yang diperjual belikan sudah bisa terpercaya, dan juga *shigat* dalam sistem paylater tersebut sudah ada bentuk konfirmasi transaksi antara kedua belah pihak yang sudah sesuai dengan akad *qardh*. Namun dari segi



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lain terdapat instrumen yang mengandung riba yaitu dalam praktiknya Shopee Paylater terdapat penambahan.

Kata Kunci: *Shopee, paylater, hukum Shopee Paylater*

1. Introduction

Today's technological advances require humans to always go hand in hand with technology. One of them is buying and selling activities using an online system. This is considered easier and more efficient than offline transactions. One of the popular shopping applications in Indonesia today is Shopee. In practice, Shopee offers a feature called paylater.

This paylater system can be used where someone can shop or buy their needs with a payment method later or periodically. The paylater feature on Shopee is a consumption-based loan which is part of financial technology that has been officially registered and supervised by the financial services authority (OJK). The Shopee product is managed by PT Lentera Dana Nusantara which has a P2P Lending licence (Jannah and Musadad 2021: 2). Shopee Paylater is a debt and credit activity. Where Shopee Paylater users can use these funds as a means of payment on the Shopee application itself.

However, if studied from the perspective of Islamic law, this can be studied more deeply because there is an interest instrument that must be paid by Shoppe paylater users. In Islam, debt and credit are called *qardhu*. *Qordhu* in terminology is giving ownership of property with no additional elements when returning it (Jannah and Musadad 2021: 2).

2. Research Methods

This research uses a qualitative descriptive research method to describe the practice of using Shopee Paylater loans from the perspective of Islamic law, while some research that has been done before (Rahayu, 2021) is used. This research was conducted using a normative approach to evaluate the strengths and weaknesses of the issues under consideration. In this case, whether the practice of using Shopee Paylater loans is Halal or Haram.

3. Result and Discussion

In 2018, Financial Technology (Fintech) companies have introduced payment technology whose concept is instalment payments without credit cards, namely paylater. Currently, paylater is widely used by the e-commerce industry in Indonesia such as online shopping platforms, entertainment companies, ticket and hotel reservations, and online transportation service providers (Nabila, 2020: 20).

Paylater is an alternative payment method that adopts an online instalment system without the need for a credit card. Several platforms are now starting to adopt this cardless credit instalment technology. Until now, paylater has been adopted by various digital-based industry platforms, and on average almost all of them use paylater technology, because of the ease of access to transactions provided (Quiserto, 2019: 54).

From the above understanding, it can be concluded that Shopee Paylater is a type of credit where a person with a periodic or instalment payment method.

The Shopee Paylater mechanism is actually almost the same as the buying and selling mechanism in general, what distinguishes it is the payment method used, which can be paid in instalments. Shopee Paylater will appear if the account has been active for 3 months. The requirement to register for Shopee Paylater is only to use KTP as personal identity and does not require collateral. The time period given for making payments is 1x, 3x, 6x and 12x with an interest rate of 2.95% per one installment (Shopee, 12 November 2021).

The mechanism of use is that if the paylater feature has appeared in the Shopee application, users can register themselves by filling in the personal data that is available on the shopee paylater page. Then the user can add a photo of ID card as proof of identity. If the registration has been made, the user is only waiting for the approval of the Shopee Paylater. If it has been approved, the user is given a Shopee Paylater limit, which then the limit can be used for shopping by the user in the Shopee application (Shopee, 12 November 2021).

Transactions using Shopee Paylater are subject to an instalment fee (interest rate and fees) of at least 2.95% for buy now pay later programmes completed within 1 (one) month and instalments completed within 3, 6, 12, 18 and 24 months. Each User has the same choice of instalment period.

The use of Shopee Paylater will be subject to a handling fee by Shopee of 1% of the Product Price and Shipping Fee (if any) per transaction. In the Credit Agreement, the principal amount of the loan facility already includes the handling fee and service fee. In the event of late payment, the User will be charged a penalty of 5% of the total bill.

Shopee Paylater in Qur'anic Perspective (Fatwa of the Indonesian Ulema Council) The scholars allow buying and selling. However, the sale and purchase carried out must fulfil the conditions that have been regulated. In the implementation of buying and selling, there must be clarity and understanding between the seller and the buyer. Allah says:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Translation:

But Allah has made buying and selling lawful and usury unlawful.
(Q.S. Al- Baqarah [2]:275)

A rule of *ushul fiqh* states:

وَأَصْلُ فِي الشُّرُوطِ فِي الْمُعَامَلَاتِ الْجُلُ وَالْإِبَاحَةُ إِلَّا بِدَلِيلٍ

Translation:

The basic principle of all things (mu'amalah matters) is that they are permissible unless there is evidence to the contrary.

In the rules of *ushul fiqh*, basically the original law of *mu'amalah* is permissible as long as there is no evidence that states its violation or prohibition (Ar-Riyawi 2021:8). Based on the Fatwa of

the Indonesian Ulema Council (DSN-MUI No: 116/DSN- MUI/IX/2017) which talks about sharia electronic money related to the contract used in this paylater is included in the *qardh* contract, which is a contract that becomes valid if it fulfils the pillars and conditions included in it.

Allah says in Q.S. Al-Baqarah verse 245:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ أَضْعَافًا كَثِيرَةً ۖ وَاللَّهُ يَقْبِضُ وَيَبْصِرُ ۚ طُ

Translation:

Whoever lends Allah a good loan, Allah will repay him generously. Allah restrains and expands (provision) and it is to Him that you will be returned.

According to Wahbah al-Zuhaili in the interpretation of Al-Munir, *qardh* linguistically means *al-qathu'* which means cutting, because the loaned property is a part of the property of the lender. Meanwhile, according to the term *qardh* contract is a borrowing and lending transaction without reward with the obligation of the borrowing party to return the principal loan in a lump sum or installment or within a certain period of time (Hadi A. A., 2019: 47).

The qualitative approach was chosen because it allows researchers to deeply understand the *qardh* contract in Shopee Paylater, including aspects of its sharia economic law. The case study method was chosen because Shopee Paylater is one example of a popular paylater service in Indonesia and has a unique *qardh* contract scheme.

The pillars and conditions of the *qardh* contract are the existence of *Akid* (debtor), and *Shigat*. These pillars and conditions actually exist and are determined by paylater providers such as Shopee, including:

3.1 *Aqid* (the Debtor)

In the *Qardh* contract, the debtor is free to agree to the agreement without coercion. Shopee Paylater in this case there is no element of coercion between the two parties, the buyer chooses the desired product and makes a payment due agreement. In Islam, making loans without meeting the two parties between the lender and the debtor, especially in this era, is allowed in Islam as long as there is an agreement agreed by both.

3.2 Object of Debt

In a *qardh* contract, the object of debt must fulfil the conditions that an object can be owned or given to the party who wants to owe and agree on the agreement period. The Shopee application itself provides many items in the form of photos or videos uploaded by sellers on the application.

When there is an agreement between the seller and the buyer on the goods sold, the goods are ready to transfer ownership to the buyer with an agreement period and agreement on the length of payment instalments chosen in confirming the purchase. Some of the provisions contained in the paylater system are in accordance with the object of debt in the *qardh* contract.

3.3 *Shigat (Ijab and Qobul)*.

In a *qardh* contract, the parties to the transaction must be reasonable (mentally healthy), the goods sold must be clear and not from prohibited goods. In this case, the user is able to make a purchase reliably and then the user has confirmed when he wants to buy the goods, it is included in the transaction by *ijab qobul* because the two parties confirm and agree with each other when purchasing goods (Ananda 2022: 138-39).

As a note, the word *al-qardh* is mentioned in the Qur'an four times, namely in Surah Al-Baqarah: 245, Al-Hadid: 11, At-Taghabun: 64, and Al-Muzammil: 73.

Actually, Shopee Paylater has fulfilled the *qardh* contract both in terms of *akid* because there is a mutual agreement between the two parties, the main object being traded can be trusted, and also *shigat* in the paylater system there is already a form of transaction confirmation between the two parties which is in accordance with the *qardh* contract. However, from another aspect, there are instruments that contain usury, namely in the practice of Shopee Paylater there are additions (DSN-MUI No. 177/DSN-MUI/II/2018). According to the language of usury, it means that in usury activities there is an addition to something that is owed. Meanwhile, according to Imam Sarakhsi from the Hanafi Madzhaf defines usury as an addition required in business transactions without any *iwadh* (equivalent) justified by sharia for the addition (Pradja, 2014: 74).

The prohibition of usury is stated in the Word of God Q.S. Ar-Ruum verse 39.

وَمَا أَتَيْتُم مِّن رَّبٍّ لِّيزْبُوا فِي أَمْوَالِ النَّاسِ فَلَا يَزِيدُوا عِنْدَ اللَّهِ ۖ وَمَا أَتَيْتُم مِّن زَكَاةٍ تُرِيدُونَ
وَجْهَ اللَّهِ فَأُولَٰئِكَ هُمُ الْمُضْعِفُونَ

Translation:

And whatever usury (extra) you give that it may increase in the wealth of men, it does not increase in the sight of Allah. And what you give in the form of zakaah that you intend to achieve the pleasure of Allah, then (those who do so) are those who multiply (their reward).

Through this verse, some people lend money to people in need is an act of worship, but some people in the practice of worship in helping fellow humans, the practice of usury arises to increase the wealth of the lender (Mubarak & Hasanudin, 2017: 23).

Usury that arises because of debt and credit is divided into two, namely usury of *qardh* and usury of *jahiliyah*. Usury *qardh* is an additional or excess that has been required in the agreement between the lender and the borrower. Meanwhile, usury of *jahiliyah* is usury that arises because of the delay in payment from the borrower in accordance with the agreed repayment time. (Antonio, 2001: 38).

The Shopee Paylater mechanism is actually almost the same as the buying and selling mechanism in general, what distinguishes it is the payment method used, which can be paid in instalments with an interest of 2.95% per one instalment. And a 5% penalty if there is a delay in making payments.

So according to the definition of usury above, in practice Shopee Paylater contains two elements of usury, namely usury *qardh* or an addition or excess that has been required in the agreement between the lender and the borrower, which is 2.95%, and usury *jahiliyah*, namely usury arising from the delay in payment from the borrower in accordance with the agreed return time.

Fines for delays in paying a payment obligation include *ta'zir* penalties related to property. In using Shopee Paylater, there is a 5% fine instrument if there is a delay in payment. This kind of fine is called *syarth jaza'i*, which is an agreement between two people who enter into a transaction to determine the material compensation that the party making the conditions is entitled to due to the loss received because the second party does not carry out his obligations or is late in carrying them out.

Fines in relation to *syarth jaza'i* are allowed on the condition that the nature of the transaction is not a debt and credit transaction, the terms of the fine must not be agreed upon at the beginning of the contract and the fine is only applied to those who are able to pay but delay payment. Fines do not apply to people who are in difficulty or poor and the nominal fine is reasonable in accordance with the amount of material loss borne (Endang, 2017).

From the explanation above, it can be concluded that Shopee Paylater is not allowed because its debt collection activities contain elements of usury.

However, there is another opinion that says that the loan given by Shopee through the Paylater application is not included in the *haram* usury because the extra can only be obtained through the use of the application. Because you have to use the application, then the extra is part of the *ijarah* contract (rental of application services). This is based on the *qiyas* of the following rule:

ولو أقرضه تسعين دينارا بمائة عددا والوزن واحد وكانت لا تنفق في مكان إلا بالوزن جاز وإن كانت تنفق برؤوسها فلا وذلك زيادة لأن التسعين من المائة تقوم مقام التسعين التي أقرضه إياها ويستفضل عشرة

Translation:

If a person gives another person a loan of ninety dinars, but he counts it as one hundred, because he has to go through a scale service, and there is no other way but to go through the scale service, then the ruling on the loan (of ninety counted as one hundred) is that it is permissible. But if the 100 is simply added to the principal amount of the debt (without the benefit of the scales), then it is not permissible, because that is an addition (which is haram). In any case, the value of 90 to 100 is the level of 90, while the other 10 is the additional amount that is being asked for.

The application is equated with the scales that inevitably have to be passed, and its existence is counted as a service (*ijarah*). As it applies to the scales above, its position is as a service (*ijarah*) that is rented with a *ma'lum* (clearly known) wage of 10. Another case, if the loan is not passed through the application, then the figure of 2.95% per month can be categorized as a *haram ziyadah* (Mustofa, 2016).

In Surah az-Zukhruf verse 32 is also explained about the wages of services, which its translation:

Are they those who divide the mercy of your Lord? We have determined between them their livelihood in the life of the world, and We have elevated some of them above others by some degrees, so that some of them may make use of others. And the mercy of your Lord is better than what they gather.

The word “*sukhriyyan*” in the verse above means “to use each other”. According to Ibn Kathir, it means “so that you can use each other in terms of work or something else, because you need each other”. This means that sometimes humans need something that is in the ownership of another person, so that person can use that something by making a transaction, one of which is an *ijarah* or lease contract. (Dimyauddin, 2020).

From the interpretation above, *ijarah* or wages are equated with the rental of application services so that it is allowed.

4. Conclusion

The paylater mechanism is very easy and very practical. In the paylater itself there is a choice of time periods for payment in instalments. Shopee Paylater is classified as a debt and credit activity or in Islamic terms it is called *qardh*. *Qardh* is allowed in Islam if it does not contain elements of usury in it. But unfortunately, in practice, Shopee Paylater has elements of usury, namely additional interest rates every month and fines given if there is a delay.

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