



**SHOPEE PAYLATER LOANS REVIEWED OF
SHARIA ECONOMIC LAW COMPILATION
(CASE STUDY IN PADANG SIDEMPUAN CITY)**

THESIS

*Submitted to the State Institute for Islamic Studies Padangsidempuan
as a Partial Fulfillment of the Requirement for Bachelor of Law in
Sharia Economic Law (SH)*

Written by :

**SARAH KHAIRANI HARAHAHAP
NIM. 1810200054**

SHARIA ECONOMIC LAW

**SHARIA AND LAW FACULTY
STATE ISLAMIC UNIVERSITY
SYEKH ALI HASAN AHMAD ADDARY
PADANGSIDIMPUAN**

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SHARIA AND LAW FACULTY
STATE ISLAMIC UNIVERSITY
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PADANGSIDIMPUAN**

2022



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Subject. Sarah Khairani Harahap

Padangsidempuan, 25 October 2022
Your Honorable
Dean of Sharia and Law Faculty
At.
Padangsidempuan

Assalamu'alaikum Wr. Wb.

After reading, reviewing and providing suggestions for improvement as necessary to Sarah Khairani Harahap's Thesis entitled: "**Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)**", then we declare that this thesis has been accepted to fulfill part of the requirements in obtaining a Bachelor of Law (SH) in the field of Sharia Economic Law at the Faculty of Sharia and Law at UIN Syekh Ali Hasan Ahmad Addary Padangsidempuan.

For that, in the not too distant future, we hope that the brother can be called to account for her thesis in the Munaqasyah trial.

Hus we convey, for the attention and cooperation of the parents, we thank you.

Wassalaamu'alaikum Wr.Wb.

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STATEMENT LETTER TO COMPLETE OWN THESIS

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I hereby declare that:

1. My writing, thesis entitled "Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)." is original and has never been submitted for an academic degree either at UIN Syekh Ali Hasan Ahmad Addary Padangsidimpuan or at any other tertiary institution.
2. This paper is purely my ideas, judgments, and formulations, without any unauthorized assistance from other parties, except for the direction of the Advisory Team.
3. In this paper, there are no works or opinions that have been written or published by other people, unless they are clearly quoted and included as a reference for my manuscript with the name of the author mentioned and included in the list of references.
4. I make this statement truthfully, and if in the future there are irregularities and untruths in this statement, I am willing to accept academic sanctions in the form of revocation of the degree I have obtained because of this paper, as well as other sanctions following applicable legal norms and provisions.

Padangsidimpuan, 07 November 2022
The Declarer,



Sarah Khairani Harahap
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**STATEMENT PAGE FOR FINAL PROJECT PUBLICATION APPROVAL
FOR ACADEMIC INTEREST**

As an academic community member of the Padangsidempuan State Islamic University, I the undersigned:

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For development science, agreed to grant to the Padangsidempuan State Islamic University of Non-Exclusive Royalty Free Right for my scientific work entitled "Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)." With this Non-Exclusive Royalty Free Right, the Padangsidempuan State Islamic University has the right to store, transfer media/format, manage in the form of a *database*, maintain and publish my final project as long as I keep my name as the author and copyright.

This statement I made in truth.

Padangsidempuan, 08 November 2022
Which Stated,



Sarah Khairani Harahap
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Predicate : Praise (Pujian)



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APPROVAL

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ABSTRACT

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Title of Thesis : Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City).

The research problems are how to practice Shopee Paylater loans in Padang Sidempuan City and how to review the compilation of Sharia Economic Law on Shopee Paylater loans. Religion teaches people to have the nature of *qanaah*, It is not to have the related wasteful nature until lend the money to buy an item that does not get the benefit or necessary. In the compilation of Sharia Economic Law is mentioned *qardh* loans. In Article 609 KHES related to *qardh*, the customer may make additional or voluntary contributions to the lender as long as it is not promised in the transaction. The purpose of this study was to determine how the practice of Shopee Pay Later loans in the city of Padang Sidempuan and review based on the compilation of Sharia Economic Law.

This research is field research that uses data collection techniques such as observation, interviews, and documentation. Then pick up books related to this research such as law books, journals, government publications, as well as sites or other sources that support this research.

The result of this research is that Shopee Paylater can be accessed by all users by registering first. Then the user can directly do checkout by having an installment payment system of 3, 6, or 12 installments with a predetermined interest. The influence of the use of this feature has a consumptive impact on the community to become addicted to shopping or known as Shopaholic. Even the reprimand given by Shopee does not make some people a deterrent to loans. Based on a review of the compilation of Sharia Economic Law Against loans Shopee Paylater on e-commerce shows that the loan or *qardh* is not in accordance with article 609 KHES because in the compilation of Sharia Economic Law the borrower may provide additional payments or voluntary donations to the lender, but not agreed upon in the transaction. Users who choose installments of 3, 6, or 12 installments object to the interest they get of 2.95% per month. Whereas the purpose of *qardh* itself to help without burdening any party. There are also additional fee if the loan is late past the due date for paying the bill in one payment, the user will be subject to a 5% penalty of the total bill.

Keywords: Shopee Paylater, qardh, installment.

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The thesis entitled **“Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)** this is structured to complete the tasks and meet the requirements to achieve a Bachelor of Laws (S.H) degree in the Sharia Economic Law Study Program at the State Islamic University of Syekh Ali Hasan Ahmad Addary Padangsidimpuan.

The writer is fully aware that there are still many shortcomings in writing this thesis-lacking and still far from perfect, as well as many obstacles faced by the author due to limited knowledge. However, thanks to the guidance and suggestions of the supervisor, this thesis was finally able to be completed.

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Finally, by surrendering and asking for the blessing of Allah Subhanahu Wata'ala, the writer hopes that this thesis will be useful especially for writers, readers and the wider community.

Padangsidempuan, 01 December 2022

Writer

Sarah Khairani Harahap
Reg. Number 1810200054

ARABIC-LATIN TRANSLITERATION GUIDELINES

1. Consonant

Arabic consonant phonemes which in the Arabic writing system are symbolized by letters in this transliteration are partially symbolized by letters, some are symbolized by signs and some are symbolized by letters and signs at once. The following is a list of Arabic letters and their transliteration with Latin letters:




Arabic font	Name Latin letters	Latin letters	Name
ا	Alif	Not denoted	Not denoted
ب	Ba	B	B
ت	Ta	Q	Te
ث	Śa	S	Ice (with a dot on top)
ج	Jim	J	Je
ح	Ha	ħ	Ha (with dot below)
خ	Kha	H	Ka and ha
د	Dal	D	De
ذ	zal	Ẓ	Zet (with dot above)
ر	Ra	R	Er
ز	Zai	Z	Zet
س	Sin	S	Ice
ش	Syn	Sy	Her Esda
ص	şad	ş	Ice (with a dot below)
ض	ḍad	ḍ	De (with dot below)
ط	ṭa	ṭ	Te (with dot below)
ظ	ẓa	ẓ	Zet (with dot below)
ع	'ain	.'	Inverted comma above
غ	gains	G	Ge

ف	Fa	F	Eph
ق	Qaf	Q	Ki
ك	caf	K	Ka
ل	Lam	L	El
م	Mim	M	Em
ن	Miss	N	Mr
و	Kite	W	We
ه	Ha	H	Ha
ء	Hamzah	..!..	Apostrophe



2. Vocals

Arabic vowels, like Indonesian vowels, consist of single vowels or monophthongs and double vowels or diphthongs.

- a. A single vowel is a single Arabic vowel whose symbol is a transliteration sign or value as follows:

Sign	Name	Latin letters	Name
	Fathah	A	A
	Kasrah	I	I
	Dommah	u	u

- b. A double vowel is an Arabic double vowel whose symbol is a combination of vowels and letters, the transliteration being a combination of letters.

Signs and Letters	Name	combined	Name
	<i>Fathah</i> and <i>yes</i>	Ai	a and i
	<i>Fathah</i> and <i>wow</i>	Au	a and u

- c. *Maddah* is a long vowel whose symbol is in the form of a vowel and a letter, the transliteration is in the form of a letter and a sign

Title and Letter	Name	Letters and Signs	Name
ا.....	fathah and alif or yes	ā	a and the top line
ى.....	Kasra and yes	ī	i and the line below
و.....	ḍommah and wau	ū	u and the line above

3. Ta Marbutah

There are two transliterations for Ta Marbutah, namely:

- Ta Marbutah lives, namely Ta Marbutah who lives or gets the vowel fathah, kasrah and ḍommah, the transliteration is /t/.
- Ta Marbutah dies, namely Ta Marbutah who dies or gets the vowel breadfruit, the transliteration is /h/.

If a word ends with the word Ta Marbutah followed by a word that uses the article al, and the readings of the two words are separated, then Ta Marbutah is transliterated with ha (h).

4. *Shaddah* (Tasydid)

Shaddah tasydid which in the Arabic writing system is symbolized by a sign, syaddah sign or tasydid sign. In this transliteration the syaddah sign is

symbolized by a letter, which is the same letter as the letter marked with the syaddah sign.

5. Article

The article in the Arabic writing system is denoted by a letter, namely: .ﺀ However, in the transliteration of the article, the article is distinguished between the article followed by the letter syamsiah and the article followed by the letter qamariah.

- a. An article followed by a syamsiah letter is an article followed by a syamsiah letter transliterated according to its sound, namely the letter /l/ is replaced with the same letter as the letter immediately followed by the article.
- b. An article followed by a qamariah letter is an article followed by a qamariah letter transliterated according to the rules outlined in front and according to the sound.

6. *Hamzah*

It was stated before the Arabic-Latin Transliteration List that the hamza was transliterated with an apostrophe. However, it is located only in the middle and at the end of words. If the hamzah is placed at the beginning of a word, it is not symbolized, because in Arabic it is an alif.

7. Word Writing

Basically every word, both fi'il, ism, and letters are written separately. For certain words which are written in Arabic letters which are commonly combined with other words because there are letters or vowels that are

omitted, in this transliteration the writing of these words can be done in two ways: they can be separated by words and they can also be strung together.

8. Capital letters

Although in the article system followed by Arabic letters the capital letters are not recognized, in this transliteration these letters are also used. The use of capital letters is what applies in EYD, including capital letters used to write initial letters, personal names and the beginning of sentences. If the personal name is accompanied by an article, then what is written in capital letters is still the initial letter of the personal name, not the initial letter of the article.

The use of initial capital letters for Allah only applies in Arabic writing, it is complete like that and if the writing is put together with other words so that there are letters or vowels that are omitted, capital letters are not used.

9. Tajwid

For those who want fluency in reading, this transliteration guide is an integral part of the science of recitation. Because of that, the formalization of this transliteration guideline needs to be accompanied by tajwid guidelines.

TABLE OF CONTENTS

Title Page	
Legalization Page	
Agreement Advisors Sheet	
Declaration of Self Thesis Completion	
Agreement for Publication of Final Task for Academic Civity	
The Board of the Experiences of Munaqasyah Trial Thesis	
Legalization of Dean of Sharia and Law Faculty	
ABSTRACT	i
ACKNOWLEDGEMENTS	ii
TRANSLITERATION	vi
TABLE OF CONTENTS	xi
CHAPTER I INTRODUCTION	
A. The Background of the Problem	1
B. The Focus of the Problem	5
C. The Limitation of the Problem.....	5
D. Research Problems	6
E. Objectives of the Research.....	6
F. Significance of the Research.....	6
G. Systematic Discussion.....	7
CHAPTER II THEORETICAL DESCRIPTION	
A. <i>Qardh</i>	
1. Definition of Qardh.....	9
2. The Legal Basis of Qardh	11
3. Pillars and Terms Qardh	13
4. Characteristics of Qardh.....	15
B. E-Commerce	
1. Definition of E-Commerce.....	16
2. History of E-Commerce	17
3. Advantages and Disadvantages of E-Commerce.....	20
4. Definition of Shopee Paylater	22
5. DSN-MUI Fatwa No: 110/DSN-MUI/IX/2017 concerning the Trading Agreement.....	22
6. DSN-MUI Fatwa No: 117/DSN-MUI/II/2018	

concerning Financing Services based on Information Technology based on Sharia Principles	28
C. Sharia Economic Law Compilation	
1. Definition of Sharia Economic Law Compilation	43
2. <i>Qardh</i> in the Sharia Economic Law Compilation.....	43
D. Review of Related Findings	45
CHAPTER III METHODS OF THE RESEARCH	
A. Place and Time of the Research	47
B. Subject of the Research	47
C. Kind of the Research	47
D. The Resources of the Data	47
E. Technique of the Data Collection	48
F. Technique of the Data Validity Checking.....	49
G. Technique of the Data Analysis	50
CHAPTER IV RESULTS OF RESEARCH AND ANALYSIS	
A. Description of the Research Location	51
B. The Practice of Shopee Paylater Loans for the People of Padang Sidempuan City.....	52
C. Review of Sharia Economic Law Compilation about Shopee Paylater loans on e-commerce.....	61
CHAPTER V CLOSING	
A. Conclusion	73
B. Suggestions	74
BIBLIOGRAPHY	
CURRICULUM VITAE	
ATTACHMENTS	

CHAPTER I

INTRODUCTION

A. The Background of the Problem

The world has now been changed, there are more and more technological sophistications that decades ago were considered impossible but are in fact happening today. All activities are carried out quickly and precisely. Only with the internet and electronic media we can do all activities easily. Sitting and relaxing from home or office we can see and do all the activities. No exception in terms of buying and selling. The internet makes work easier and saves time for people who want to buy and sell.¹ Through search search then with one click we can buy the goods we want. No need to spend money and need transportation to visit the store, just look at the cellphone screen and the like, we can do buying and selling activities.

Basically, the law of trading is a *mubah* or allowed. But the law can turn into *wajib* (obligatory), *sunah* (recommended), *makruh* (disapproved) or *haram* (forbidden) depending on the situations and conditions based on the origin of the trading *maslahat* itself. In the Qur'an, al-Baqarah verse 275 Allah Ta'ala said:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَاَ



¹ Ahmad Nahrawi Abdus Salam al-Indunisi, *Ensiklopedia Imam Syai'i*, (Jakarta: PT. Mizan Publika, 2008), p.528.

*Meaning : "Allah has permitted trade and has forbidden interest."*²

This online trading transaction is called e-commerce. Usually online transactions are often carried out on the marketplace. Marketplace is a place for buying and selling online where the money will be received by the seller after the goods purchased reach the buyer. This is a form of protection to the buyer so that the seller actually sends the ordered goods.

There are so many marketplaces that are well known in the world. Whether it's Tokopedia, blibli.com, Lazada, Bukalapak, JDID and Shopee. Shopee has provides services and interesting features to upload users to make transactions on their platform. Whether it's from affordable item prices, free shipping bonuses for a minimum of Rp. 0, 11.11 sale, all 10.000, Shopee Pay, and the newest one is Shopee Paylater.

Shopee Paylater is a feature that users can use to make instant loans when they want to buy an item on Shopee. The limit given by Shopee is Rp. 750,000.00 with the convenience of paying in 1 month without interest, or with the 2 or 3 months installment method without the need for a credit card. Users can also apply for an additional 1x limit for their Shopee Paylater.³

Applying for a loan at Shopee Paylater is not difficult, users only register for a loan from the Shopee application. In addition, users must also have an ID card because when registering they will be asked for a photo of their ID card, an applicant's eligibility survey, or the use of collateral. If

² Departemen Agama Republik Indonesia, *al-Qur'an dan Terjemahnya* (Jakarta: CV. Darus Sunah, 2015), p.48.

³ [https://help.shopee.co.id/s/article/Apa-syarat&ketentuan-berbelanja-dengan-Shopee PayLater](https://help.shopee.co.id/s/article/Apa-syarat&ketentuan-berbelanja-dengan-Shopee-PayLater), accessed on 16 October 2021 at 07.20 p.m.

approved by Shopee, the users will automatically get a nominal amount of Rp. 750,000.00 which can only be used to pay for groceries at Shopee. In addition, the Shopee Paylater service can be used for registered and verified users, 3 months old, frequently used for transactions and updated to the latest application.

The installment fee charged from transactions on Shopee Paylater is a minimum of 2.95 percent of the total payment. In addition to the current Shopee Paylater interest, users are also charged a handling fee of 1 percent per transaction. Meanwhile, if there is a delay in payment, the users will be subject to a fine of 5 percent. The amount of this fine will continue to increase if the users do not pay the installments.⁴

In the city of Padang Sidempuan, several people have used Shopee Paylater. This phenomenon is quite widespread among the people of the city of Padang Sidempuan. Many traders and students use Shopee Paylater to sell online or to buy things they need.

The reason of using the Shopee Paylater service are because they don't need to prioritize initial funds from private property or from buyers to order the desired goods on the marketplace Shopee. They can directly buy with the funds they have borrowed from Shopee Paylater and after the desired item has arrived at the address, the user as an online seller can immediately give the ordered item to the buyer and the money given by the buyer can be directly deposited to pay off the money. which has been borrowed on Shopee

⁴[https://help.shopee.co.id/s/article/Apa-syarat-ketentuan-berbelanja-dengan-ShopeePay Later](https://help.shopee.co.id/s/article/Apa-syarat-ketentuan-berbelanja-dengan-ShopeePay-Later), accessed on Monday 6 December 2021 at 09.44 p.m.

Paylater. For the public or users who make loans and pay with the installment system 3 times or 6 times, the user will be charged an interest of 2.95 percent as described above.

One of them is Miss. F who uses Shopee Paylater to buy goods in the form of a white short-sleeved men's shirt. The initial price for a men's white short-sleeved shirt is Rp. 34,500 by buying two shirts, bringing the total to Rp. 69,000. Then Miss. F is subject to postage and handling fees of Rp. 13,315 so that the total purchase of a white shirt is Rp. 82,315. Miss. F makes payments through Shopee Paylater by choosing 1 (one) installment. The total to be paid by Miss. F becomes Rp. 84,743.⁵

According to the Compilation of Sharia Economic Law *qardh* is the provision of funds or bills between Islamic Financial Institutions and the borrower of money requiring the borrower to make payments in cash or installments within a certain period of time.⁶ In Article 606 KHES reads *qardh* customers must return the principal amount received at a mutually agreed time. Then in Article 609 KHES the customer can make additional or voluntary donations to the lender as long as it is not promised in the transaction.

The loan or term *qardh* applies without reward because the one who lends money in return is *riba*. *Riba qardh* should not be done because *qardh* in Islam aims to help and not to take advantage.

⁵ Interview with Miss. F, at the informan's boarding house on January 8, 2022.

⁶ KHES BAB 1 Ketentuan Umum Article 20

Through the background above, the author is interested in conducting research on Shopee Paylater loans based on KHES analysis on the article mentioned above with the title "**Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)**"

B. The Focus of the Problem

The focus in this research is how Shopee Paylater loans reviewed of Sharia Economic Law Compilation. This study will use qualitative methods to explore this focus. Researcher focus on examining the implementation of Shopee Paylater lending practices in Padang Sidempuan City.

C. Limitation of the Problem

It is necessary to briefly describe the meaning of several terms in the title to make it easier to understand this proposal, "**Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padang Sidempuan City)**". The following terms are referred to:

1. Loans are the giving of assets to other people that can be collected or requested back.⁷ In addition, a type of debt that can involve all types of tangible objects.
2. Shopee Paylater is a Shopee feature in the form of a payment method for users who will get instant loans.⁸
3. The review is the result that has been obtained by the process of investigating, studying the opinions of several views, and is an attempt by legal experts to establish the Sharia for the needs of the community.⁹

⁷ Mahmudatus Sa'diyah, *Fiqih Muamalah II* (Jepara: Unisnu Press, 2019), p.94.

⁸ <https://shopee.co.id>, accessed on 19 October 2021 at 14.00 p.m.

4. The Compilation of Sharia Economic Law (KHES) is a source of applied law for religious courts in the field of sharia economics. It consists of four book sections, namely, legal subjects and amwal, contracts, zakat and grants, and sharia accounting.¹⁰

D. Research Problems

Based on the above background, the research problems in this study are:

1. How is the practice of Shopee Paylater loans in Padang Sidempuan City society?
2. How is the Sharia Economic Law Compilation review of Shopee Paylater loans on the marketplace in Padang Sidempuan City?

E. Objectives of the Research

In this section, the researcher would like to mention the objectives of those problem as follow:

1. To find out how the practice of Shopee Paylater loans in Padang Sidempuan City society.
2. To find out how the Compilation of Sharia Economic Law on Shopee Paylater loans on the marketplace.

F. Significance of the Research

This research is expected to be useful for:

⁹ Departemen Pendidikan Nasional, *Kamus Besar Bahasa Indonesia Pusat Bahasa, Edisi 4* (Jakarta: Gramedia, 2008), p.1470.

¹⁰ Nashihul Ibad Elhas, "Kompilasi Hukum Ekonomi Syariah (KHES) dalam Tinjauan Umum Hukum Islam" dalam *Jurnal Al-Tsaman* Vol.2 No 1 Tahun 2020, p.62.

1. Add insight and knowledge about how to use Shopee Paylater loans.
2. As input and contribution of thoughts to the community about Shopee Paylater loans in terms of the Sharia Economic Law Compilation.
3. As a consideration or comparison for other researchers who want to deepen the study of Shopee Paylater loans.
4. Meets the requirements to achieve a Bachelor of Law (SH) degree at the Faculty of Sharia and Law of State Islamic University (UIN) Syekh Ali Hasan Ahmad Addary Padang Sidempuan.

G. Systematic Discussion

The description of the contents of the discussion compiled by the author will be described in the systematics of this discussion. This discussion consists of V chapters in which each chapter has a correlation.

The systematics of the discussion is as follows.

Chapter I introduction, discusses the background of the problem, the focus of the problem, the limitations of the term, the formulation of the problem, the purpose of the research, the usefulness of the research, and the systematics of the discussion.

Chapter II theoretical foundation, discusses qardh covering the meaning, basis of law, pillars and conditions, characteristics of qardh. The meaning of e-commerce the history of e-commerce, advantages and disadvantages of e-commerce, the meaning of Shopee Paylater, Fatwa DSN-

MUI No:110/DSN-MUI/IX/2017 about the contract of trading, Fatwa DSN-MUI No:117/DSN-MUI/II/2018 about information technology-based financing services based on sharia principles, Theory of Sharia Economic Law Compilation and previous research.

Chapter III research methods, discusses the location and time of research, types of research, research methods, research subjects, data sources, data collection techniques, data validity assurance techniques, data processing and analysis techniques.

Chapter IV research results and Analysis, discusses the description of the research location, overview of Shopee Paylater, terms and conditions of activation of Shopee Paylater, mechanism of practice of Shopee Paylater, compilation analysis of Sharia Economic Law on loans Shopee Paylater.

Chapter V closing, is the final part of the thesis that contains conclusions and suggestions.

BAB II

THEORETICAL DESCRIPTION

A. Qardh

1. Definition of *Qardh*

Etimologically, *qardh* is *al-qath'u* which means cut. A piece in the context of a *qardh* is a piece derived from the property of the person who gave the money. While according to the term means lending money to others without expecting compensation.¹¹

Terminologically, *qardh* is having something (loan proceeds) that is returned as a replacement with the same value. Technically, *qardh* is a loan agreement from one person to another which is used for urgent purposes. Loan repayments are determined in the same amount and within a certain period of time (according to mutual agreement) and the payment can be made in installments or all at once.¹²

Qardh according to some schools and KHES is defined as follows:

- a. According to Hanafiyah school, *qardh* is something that is given by someone from the *mitsil* property (which has something in common) to meet his needs.
- b. According to the Shafi'i school, *qardh* is the ownership of an object on the basis of being returned with the same value.

¹¹Farid Budiman, "Karakteristik Akad Pembiayaan al-Qardh sebagai Akad Tabarru" dalam *Jurnal Yuridika*, Vol. 28 No. 3 Tahun 2013, p. 410.

¹²Mahmudatus Sa'diyah, *Fiqh Muamalah II Teori dan Praktik*, p.95.

- c. According to the Maliki school, *qardh* is handing over something of value to someone else to get its benefits, the property that is handed over may not be borrowed again in an illegal way, provided that the item must be replaced at a future time, provided that the replacement is not different from the original one accepted.
- d. According to the Hanabilah school, *qardh* is handing over property to the person who uses it on the condition that he returns it instead.¹³
- e. According to the Sharia Economic Law Compilation, *qardh* is the provision of funds or claims between Islamic Financial Institutions and the borrowing party that requires the borrower to make payments in cash or installments within a certain period of time.¹⁴

A *qardh* agreement is a loan agreement. In a *qardh* agreement, the lender (creditor) provides a loan to the *muqtaridh* (debtor) with the condition that the debtor will repay the loan at the agreed time with the same amount when the loan was given.¹⁵

Thus it is concluded, *al-Qardh* is a contract by both parties, where one party is the giver of money or goods to be lent to be used while the other party is the recipient of the loan on the condition that the money or

¹³ Rozalinda, *Fikih Ekonomi Syariah* (Jakarta: PT. Raja Grafindo Persada, 2016), p.229.

¹⁴ Pusat Pengkajian Hukum Islam dan Masyarakat Madani, *Kompilasi Hukum Ekonomi Syariah* (Jakarta: Kencana, 2017), p. 22.

¹⁵ Harun, *Fiqh Muamalah* (Surakarta: Muhamadiyah University Press, 2017), p.144.

goods must be returned as before or with the amount of money he received at the beginning.

2. The Legal Basis of *Qardh*

The legal basis for consideration is that the *qardh* contract may be as follows:

a. Foundation of Al-Qur'an

1) QS. Al-Baqarah (2) verse 245:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضْعِفَهُ لَهُ
أَضْعَافًا كَثِيرَةً وَاللَّهُ يَقْبِضُ وَيَبْصُطُ وَإِلَيْهِ
تُرْجَعُونَ

*Meaning : "Whoever wants to give Allah a loan, a good loan (spending his wealth in the way of Allah), then Allah will multiply the payment to him with a lot of doubles. And Allah narrows and widens (sustenance) and to Him you will be returned."*¹⁶

2) QS At-Taghabun (64) verse 17:

وَإِنْ كَانَتْ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا
خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

*Meaning: "If you loan Allah a goodly loan, Allah will multiply it for you and forgive you. and Allah is Most Appreciative and Forbearing."*¹⁷

b. The Foundation of Hadith

¹⁶Departemen Agama Republik Indonesia, *al-Qur'an dan Terjemahnya*, p.40.

¹⁷Departemen Agama Republik Indonesia, *al-Qur'an dan Terjemahnya*, p. 558.

Hadith narrated by Ibn Majah, the Prophet SAW said:

عَنْ أَنَسِ بْنِ مَالِكٍ قَالَ ، قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ
 لَيْلَةَ أُسْرِي بِي عَلَّ بَابِ الْجَنَّةِ مَكْتُوبًا اَصَدَقَةٌ بِعَشْرٍ
 وَمِثْلُهَا وَالْقَرْضُ بِثَمَانِيَةِ عَشْرٍ فَقُلْتُ يَا جِبْرِيْلُ مَا
 بِالْقَرْضِ بِثَمَانِيَةِ عَشْرٍ فَقُلْتُ يَا جِبْرِيْلُ مَا بِالْقَرْضِ
 مِنْ الصَّدَقَةِ قَالَ لَأَنَّ السَّائِلَ يَسْأَلُ وَعِنْدَهُ
 وَالْمُسْتَقْرِضُ لَا يَسْتَقْرِضُ إِلَّا مِنْ حَاجَةٍ

Meaning : "Anas bin Malik said that the Prophet said, "I saw at night in Isra'-kan, at the door of Paradise it was written: alms were reciprocated tenfold and qardh eighteen times. I asked, 'O jibril, why is qardh greater than alms?' he replied, 'for the requester asks for something and he has, while the one who borrows will not borrow except out of necessity.'" (HR. Ibn Majah).¹⁸

Hadith narrated by Abu Hurairah, the Prophet SAW said:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ
 قَالَ مَنْ نَفَّسَ عَن كُرْبَةٍ مُؤْمِنٍ مِنْ كُرْبٍ ، الدُّنْيَا نَفَّسَ اللَّهُ عَنْهُ
 كُرْبَةً مِنْ كُرْبٍ يَوْمَ قِيَامَةٍ ، وَمَنْ يَسَّرَ عَلَى مُعْسِرٍ ، يَسَّرَ اللَّهُ
 عَلَيْهِ فِي الدُّنْيَا ، وَالْآخِرَةِ وَاللَّهُ فِي عَوْنِ الْعَبْدِ فِي عَوْنِ أَخِيهِ

Meaning: "From Abu Hurairah, he said that Rasulullah SAW said: Whoever relieves a Muslim of one of the many hardships of the world from a Muslim, Allah will relieve one of the many difficulties on the Day of Resurrection. Whoever makes it easy for someone who is in trouble, Allah will make it easy for him in this world and in the hereafter. Allah

¹⁸ Abdullah Shonhaji, dkk, *Tarjamah Sunan Ibnu Majah* (Semarang: CV. Asy Syifa', 1993), p. 238.

always helps His servant as long as His servant helps his brother." (Narrated by Abu Hurairah).¹⁹

c. Legal Basic of Ijma 'ulama

Qardh allowed, because it has become natural that humans cannot be separated from the help of others. The purpose of allowing loans is because it provides convenience for humans in life, because every layer of human beings there must be those who live well and there are also those who lack so that those who lack can borrow from those who are well off.²⁰

Ulemas agree on the validity of the *qardh* contract, even it is voluntary for those who lend, and it is permissible for borrowers on the basis of the hadith of the Prophet SAW History of Muslim, Abu Dawud, and Turmudzi from Abu Hurairah, indeed the Prophet SAW said: Allah will deliver a Muslim from difficulties in the world, Allah will relieve his troubles on the Day of Resurrection, and Allah will always help His servant as long as he helps his brother.

3. Pillars and Terms of *Qardh*

The pillars of *Qardh* include the following:

a. Lender (*Muqridh*)

Muqridh is someone who gives a loan. A *muqridh* must have the ability to process his assets absolutely according to the syara' view

¹⁹ Musthafa Dieb al-Bugha dan Muhyidin Mistu, *Syarah Hadits Arba'in Imam an-Nawawi* (Jakarta: Qisthi Press, 2014), p. 310.

²⁰ Rozalinda, *Fikih Ekonomi Syariah*, p.231.

without any coercion, and if he gives a loan he must be of his own free will, without any third party interfering.²¹

b. Loan Recipient (*Muqtaridh*)

Muqtaridh is the party that receives a debt loan. *muqtaridh* required people who have legitimate criteria to make transactions. That is a person who puberty, intelligent, and not frozen the sufism even though it does not have the freedom of Sufism.(*ahli at-tabarru'*)²²

c. Contract object (*Muqtaradh*)

Muqtaradh is a lent property or object in a contract. According to Hanafiyah Ulema, the lent assets must be *mitsli*. While the majority of scholars allow any assets that can be used as dependents such as money, seeds and *mitsli* assets such as animals, immovable goods and so on. Loaned assets are clearly sized, in terms of measurements, scales, numbers, and lengths so that they are easy to return.²³

d. Ijab and Qabul (*sighat*)

Ijab qabul is the beginning of an explanation that comes out of one of the contracting parties as an illustration of his will in entering into the contract, while qabul is a word that comes out of the contracting party, which is said after the consent to accept it.

²¹ Ahmad Rahman Ghazaly, *Fikih Muamalat* (Jakarta: Kencana Perdana Media Group, 2010), p.52.

²² Purnasiswa, *Metodologi Fiqh Muamalah* (Kediri: Aghitsna Publisher, 2020), p.102

²³ Ahmad Wardi Mulich, *Fiqh Muamalat* (Jakarta: AMZAH, 2010), p.278.

Sighat will be carried out orally, in writing or in gestures that provide a clear understanding of the existence of consent and qabul.²⁴

Qardh conditions include:

a. Terms of *aqid ain* (*muqrid* and *muqtarid*)

1) Social worthy (*ahliyatul al-tabarru'*) is a person who is able to manage his own property absolutely and responsibly. In this sense, small children who do not yet have the authority to manage their assets, mentally disabled people and slaves are not allowed to enter into *qardh* contracts.

2) Without any coercion that the *muqridh* in giving his debt is not under pressure or coercion from others. Likewise *muqtaridh*, both do it voluntarily.

b. Conditions for goods that are the object of *qardh* (*Muqtaradh*)

The conditions for *muqtaradh* are goods that are useful and can be used. Items that are not worth *syar'i* is not transacted.

c. *Sighat* Terms

Ijab qabul shows the agreement of both parties and *qardh* should not bring benefits to the *muqridh*. Likewise, *sighat* does not require *qardh* for other contracts.²⁵

4. Characteristics of *Qardh*

²⁴ M. Yazid Afandi, *Fiqh Muamalah dan Implementasinya dalam Lembaga Keuangan* (Yogyakarta: Logung, 2009), p.142.

²⁵ M. Ali Hasan, *Berbagai Macam Transaksi dalam Islam* (Jakarta: PT. Raja Grafindo Persada, 2002), p.104.

Some of the characteristics of *qardh* include:

- a. *Qardh* owned by handover, when it has been accepted by *mustaqridh* then it has become his and is under his responsibility.
- b. If the original item lent is still there as it was, it must be returned and if it has been changed, it is returned as or at its price.
- c. The Qur'an is usually within a certain time limit, but if the tempo of payment is given, it will be better because it makes it easier.
- d. It is hoped that all requirements that take any advantage for *muqridh* and *qardh* because they resemble usury, even include types of usury.²⁶

B. E-Commerce

1. Defenition of E-Commerce

E-commerce refers to the use of the means and electronic technology to conduct trade (sale, purchase, transfer, or exchange of products, services, and information), including in business, business to business, and the interaction of the business to the consumer. The delivery of the product or service may occur on the top or outside of the Internet.²⁷

²⁶ Muhammad, *Teknik Perhitungan Bagi Hasil dan Profit Margin pada Bank Syariah* (Yogyakarta: UII-Press, 2004), p.40.

²⁷ Amir Manzoor, *E-Commerce an Introduction* (Germany: LAP LAMBER Academic Publishing, 2010), p. 2

Based on the nature of its use, e-commerce is divided into 3 (three) types:²⁸

- a. E-commerce business to consumer (B2C) involves the sale of products and retail services to the buyer of the individual.
- b. Business to business (B2B) e-commerce involves the sale of products and services between companies.
- c. Consumer to consumer (C2C) involves consumers selling directly to consumers.

2. History of E-Commerce

E-commerce originated with inside the 1960s, however it wasn't the e-trade we understand today. It turned into called Electronic Data Interchange (EDI) and allowed groups to exchange enterprise files with different groups' computers. Although enterprise files had been often exchanged, the 2 maximum not unusualplace kinds had been buy orders and invoices. EDI created a standardized layout for those enterprise files that had been electronically sent, ensuing in a paperless exchange.

During that identical period, any other development came about as a precursor to e-commerce. During the Cold War, army leaders wished a laptop communications machine with out a relevant core, location, or base; and one which couldn't be effortlessly infiltrated and destroyed, leaving the machine nonoperational due to an enemy attack. The Advanced Research Projects Agency (ARPA), a department of the U.S. Defense

²⁸ Mohammad Aldrin Akbar dan Siti Nur Alam, *E-Commerce: Dasar Teori dalam Bisnis Digital* (Medan: Yayasan Kita Menulis, 2020), p.2

Department, created ARPANET, the primary community, used “to attach computer systems at Pentagon-funded studies establishments thru cellphone lines.”five ARPANET`s cause become greater educational primarily based totally than army primarily based totally and allowed greater educational establishments to hook up with it, presenting a far-achieving shape that the army to start with envisioned.²⁹

ARPANET become the primary community to apply a shape of Transmission Control Protocol/Internet Protocol (TCP/IP), that is the enterprise general protocol used to connect with the Internet today. Without the discovery of ARPANET, the inspiration for the community that we now name the Internet might now no longer exist.

New advances in generation progressively continued. In 1970, Videotext, a two-manner message provider, changed into researched and evolved withinside the United Kingdom. In 1979, Michael Aldrich, an English inventor and entrepreneur, created the teleshopping idea called on-line buying among agencies and consumers (B2C) in addition to agencies and agencies (B2B). During that identical 12 months withinside the United States, on-line buying emerged via offerings together with CompuServe and The Source. In 1981, Thomas Holidays UK debuted the primary B2B on-line buying system. Minitel debuted in France in 1982 as a web provider making it feasible to make on-line purchases, take a look at marketplace share, seek phone directories, and chat. This changed into

²⁹ Lisa Sims, *Building your Online Store with Wordpress and Woocommerce*, (USA: Apress, 2018), p. 3.

enormous as it changed into the pioneer to the World Wide Web the use of phone traces to hook up with the Internet. Software and shareware builders used Swreg as a web market to promote their merchandise the use of service provider accounts. It changed into based via way of means of Steve Lee and represents one product presented via way of means of Digital River My Commerce in its suite of e-trade solutions.

Tim Berners-Lee, the British pc scientist, created the primary internet browser referred to as WorldWideWeb, which allowed to view the Web on a computer in 1990. Four years later in 1994, Netscape unveiled the Netscape Navigator internet browser, which then protected Secure Sockets Layer (SSL) encryption that helped to encrypt and steady on-line transactions.

One year later, Amazon become created with the aid of using Jeff Bezos and modified how bought books and plenty more. Although there was widespread debate over while the primary e-trade transaction passed off and with the aid of using whom (because of legality and the dearth of cash exchange), studies indicates that it passed off in 1994 with the aid of using a 21-12 months-antique guy named Dan Kohn. Dan created a internet site referred to as NetMarket that served as an internet market that offered diverse items starting from electronics to jewelry. According to the Smithsonian internet site, on August 11, 1994, he offered Sting`s CD “Ten Summoner`s Tales” for \$12.48 plus shipping (Amazon Prime didn`t exist) to a pal in Philadelphia who used records encryption to steady his credit

score card information. Even this e-trade transaction is arguable as the primary due to the fact some other internet site referred to as The Internet Shopping Network claimed it offered pc gadget one month earlier than Dan offered the CD.

3. Advantages and disadvantages of E-Commerce

Every thing must have a plus and a minus. From the aspect of the seller or the buyer. Some of the advantages that can be obtained with sales using E-commerce systems is as follows:³⁰

- a. The revenue stream, a new stream of income that may be more promising could not be met in the traditional transaction.
- b. Market exposure, with the advantages of the technology used e-commerce is certainly easily memetakkan market share to establish a strategy
- c. Operating cost, if conventionally will need a lot of employees to serve so it will cost more to pay employees who are employed. In addition it reduces costs associated with paper such as printing a report so that it can increase revenue.
- d. Global reach, widen the range, which can reach all sides of the world.
With easy e-commerce dapat penetrated the whole of the national and international arena.

³⁰ Rintho Rante Rerung, *E-commerce menciptakan daya saing melalui teknologi informasi*, (Yogyakarta: CV. Budi Utama, 2012), p.33.

- e. For the general public to reduce pollution and environmental pollution.
The point is that consumers do not need to add a dense flow of traffic to shop.
- f. Enhance the brand of the company
- g. Speed and efficiency of business processes.
- h. Gives 24-hour service so that the customer can access the anytime and anywhere.³¹

While some of the flaws rather than the e-commerce of various aspects including:

- a. Theft of confidential information is valuable. Disorders arising bibsa disclose all confidential information to parties who are not entitled to, and can result in large losses.
- b. Interruption of service. Loss of business opportunity because of the disruption of service. This error is the fault of the non-technical like the flow of electricity suddenly goes out.
- c. Increasing individualism, on the electronic trading a person can trade and get the goods/services required without meeting with anyone.³²
- d. The buyer can not see the physical condition of the goods. Traded goods is sometimes not in accordance with expectations. Just see from the pictures or the videos uploaded by the seller.
- e. There is no guarantee best quality's products.³³

³¹ Moh. Miftah dkk., *Sistem Informasi Manajemen Pendidikan Buku I*, (Jawa Tengah: Zahra Media Publisher, 2020), p. 176.

³² Rintho Rante Rerung, *E-Commerce menciptakan daya...*, p. 34.

³³ Sugeng, *Hukum Telematika Indonesia*, (Jakarta: Kencana, 2020), p. 205.

- f. The integration of the system used, the wider the network of e-commerce the then applicable system will ssemakin complicated. E-commerce relies heavily on the strength of the system integration of the internet so that the internet network is an absolute thing.
- g. The create or the development of e-commerce system are safe and good which is massive³⁴

4. Defenition of Shopee Paylater

Shopee Paylater is a payment method by getting an instant loan first from Shopee. Shopee users can buy the desired item and only pay for it at a later date when it is due. This feature will provide services for paying installments 3 times, 6 times, or 12 times. Payments are made according to the selected due date, which is every 5th or 25th of every month.

Shopee Paylater is the result of a collaboration between Shopee Internasional Indonesia and PT Commerce Finance. PT Commerce Finance itself is a multi-finance company that provides loan products for Shopee Paylater and this PT has been registered and supervised by the OJK (Financial Services Authority).³⁵

5. DSN-MUI Fatwa No:110/DSN-MUI/IX/2017 concerning the Trading Agreement

³⁴ Moh. Miftah dkk., *Sistem Informasi Manajemen...*, p.177.

³⁵ <https://shopee.co.id/inspirasi-shopee/fakta-tentang-cicilan-shopeepaylater-yang-perlu-kamu-ketahui/amp/#>, accessed on 6 December 2021 at 08.51 p.m.

The First: General Provisions³⁶

- a. The sale and purchase contract is a contract between the seller and the buyer which results in the transfer of ownership of the object being exchanged (goods and price).
- b. The seller is the party who sells the goods in the sale and purchase contract, either in the form of a person or equal to a person, either a legal entity or an unincorporated person.
- c. The buyer is the party who makes the purchase in the sale and purchase agreement, either in the form of a person or who is equated with a person, whether it is a legal entity or not.
- d. *The ashliyyah* area is the authority owned by the seller because the person concerned is the owner.
- e. *The niyabiyyah* area is the authority possessed by the seller because the person concerned is the representative of the owner or guardian of the owner.
- f. *Mutsman/mabi'* are goods or rights that are sold; *mutzman/mabi'* is a counterbalance to *tsaman* .
- g. *Tsaman/price* is the price in *mutzman* .
- h. *Bai' al-musawamah* is a sale and purchase at an agreed price through a bargaining process and the *ra'sul mal*(acquisition price plus permitted costs) is not obliged to be conveyed by the

³⁶ <https://dsnmu.or.id/kategori/fatwa/page/4/> accessed on 10 January 2022 at 07.45 p.m.

seller to the buyer. *Bai' al-musawamah* is often referred to as ordinary buying and selling (*Ba'i al-'adiyy*).

- i. *Bai' al-amanah* is a sale and purchase which the Messenger must convey to the buyer.
- j. *Bai' al-muzayadah* is a sale and purchase with the highest price where the determination of the price is carried out through a bargaining process.
- k. *Bai' al-munaqashah* is buying and selling with the lowest price, the determination of which is done through a bargaining process.
- l. *Al-Bai' al-hal* sometimes also known as *al-bai' al-mu'ajjal/naqdan* is a sale and purchase in which the price is paid in cash.
- m. *Al-Bai' al-mu'ajjal* is a sale and purchase in which the payment of the price is made tough.
- n. *Al-Bai' bi al-taqsih* is a sale and purchase in which the price is paid in installments/in stages.
- o. *Bai al-salam* is a sale and purchase in the form of an order for an item with certain criteria, the price of which must be paid in cash at the time of the contract.
- p. *Bai' al-istishna'* is a sale and purchase in the form of an order for the manufacture of an item with certain criteria whose price

payment is based on an agreement between the buyer (buyer/*musashni*) and the seller (maker/*shani*).

- q. *Bai' al-murabahah* is the sale and purchase of an item by confirming the purchase price to the buyer and the buyer pays it at a higher price as profit.

Second: provisions related to *Shihat al-'Aqd*

- a. The sale and purchase contract must be stated explicitly and clearly and understood and understood by the seller and the buyer.
- b. The Sale and Purchase Agreement may be carried out orally, in writing, gestures, and deeds/actions, and can be carried out electronically in accordance with sharia and applicable laws and regulations.

Third: Provisions regarding the Parties

- a. Seller (*al-Ba'i*) and the buyer (*al-musytari*) may be a person or the equivalent of a person, both legal and non-legal entities, based on the applicable laws and regulations.
- b. The seller (*al-Ba'i*) and the buyer (*al-musytari*) are required to be legally proficient (*Ahliyah*) in accordance with sharia and applicable laws and regulations.
- c. Seller (*al-Ba'i*) and the buyer (*al-musytari*) must have the authority (*region*) to enter into a sale and purchase contract,

both *ashliyyah* authority and *niyabiyyah authority*, such as representatives.

Fourth: Provisions related to *Mutsman (Mabi')*

- a. *Mutsman/mabi'* may be in the form of goods and/or in the form of rights, and are fully owned by the seller.
- b. *Mutsman/mabi'* must be in the form of goods and/or rights that may be used according to sharia and may be traded according to sharia and the applicable laws and regulations.
- c. *Mutsman.mabi'* must exist, definite/certain and can be handed over at the time the sale and purchase contract is made, or at the agreed time if the contract is made using a *salam* contract or an *istishna'* sale and purchase contract.
- d. In the case of *mabi'* in the form of rights, the provisions and limitations as stipulated in the MUI Fatwa number 1/MUNAS VII/5/2005 concerning *the Protection of Intellectual Property Rights* and applicable laws and regulations shall apply.

Fifth: Provisions related to *Tsaman*

- a. The price in the sale and purchase contract must have been clearly stated at the time of the contract, whether determined through bargaining, auction, or tender.
- b. The acquisition price must be submitted by the seller only in the sale and purchase of *trusts* such as buying and selling

murabahah, and is not required in other than the sale and purchase of *trust*.

- c. Payment of the price in the sale and purchase may be made in cash, tough, and in installments/in stages.
- d. The price in a non-cash sale and purchase may not be the same as the cash price.

Sixth: Provisions for Activities and Products

- a. In the event that the sale and purchase contract is carried out in the form of murabahah financing, then *dhawabith* and *hudud* as contained in the DSN-MUI fatwa Number 04/DSN-MUI/IV/2000 concerning Murabahah.
- b. In the event that the sale and purchase is carried out by means of a salam sale and purchase contract, then *dhawabith* and *hudud* as contained in the fatwa of DSN-MUI Number 05/DSN-MUI/IV/2000 concerning Sale and Purchase of Salam.
- c. In the event that the sale and purchase is carried out with an *Istishna'* sale and purchase contract, then *dhawabith* and *hudud* as contained in the DSN-MUI fatwa Number 06/DSN-MUI/IV/2000 concerning *Isthisna'* and Number 22/DSN-MUI/III /2002 on *Isthisna'* Parallel Sale and Purchase.

Seventh: Closing Provisions

- a. Every sale and purchase contract must fulfill the pillars and conditions; If the pillars and/or conditions are not fulfilled, then the agreement is void.
- b. If one of the parties does not fulfill its obligations or if there is a dispute between the parties, the settlement is carried out through a dispute resolution institution based on sharia in accordance with the prevailing laws and regulations after an agreement is not reached through deliberation.
- c. The application of this fatwa in business activities or products must first obtain an opinion from the Sharia Supervisory Board and take into account the related DSN-MUI fatwas.
- d. This fatwa is effective as of the date of stipulation, provided that if in the future it turns out that there is an error, it will be amended and perfected accordingly.

6. Fatwa DSN-MUI No:117/DSN-MUI/II/2018 about Financing Services based on Information Technology based on Sharia Principles.

First : General Provisions³⁷

In this fatwa is meant by:

- a. Financing services Based on Information Technology Based on Islamic Principles is the implementation of financial services based on islamic principles that bring together or connect financier with the Recipient of Financing in order to conduct the

³⁷ <https://dsnmu.or.id/kategori/fatwa/page/3/> accessed on 23 January 2022 at 11.12 a.m.

financing agreement through an electronic system using the internet network.

- b. The Electronic system is a series of electronic devices and procedures electronic function to prepare, collect, process, analyze, store, display, publish, transmit and/or distribute electronic information in the field of financial services.
- c. Information technology is a technique to collect, prepare, store, process, publish, analyze, and/or disseminate information in the field of financial services.
- d. The organizer is a legal entity of Indonesia who provide, manage, and operate a Service-Based Financing of Information Technology.
- e. The user is the Giver of Financing and the Financing Recipient using Financing Services Based on Information Technology.
- f. Financer is a party that have the funds and intend to provide financing to help those who need funds.
- g. The recipient of the Financing is the party that uses the funds from the financer.
- h. An Electronic document is any electronic information created, forwarded, sent, received, or stored in the form of analog, digital, electromagnetic, optical, or the like, which can be viewed, displayed and/or heard through the computer or electronic system including text, sound, pictures, map design,

photo or the like, letters, signs, numbers, access codes, or symbols that have meaning or significance, or it can be understood by people who are able to understand it as referred to in the legislation.

- i. The Electronic certificate is a certificate that is electronic that according to the electronic signatures and identity that shows the status of the subject of law of the parties in electronic transactions issued by the electronic certification as referred to in Law Number 11 Year 2008 on Information and Electronic Transactions.
- j. Electronic signature is a signature consisting of electronic information that is attached to, associated or related with other electronic information that is used as a means of verification and authentication referred to in the Legislation.
- k. Sale and Purchase agreement is a contract between the seller and the buyer which result in the transfer of ownership of the object are interchangeable (and the price of goods).
- l. Akad Ijarah is a contract of transfer of rights to (benefit) for any goods or services in a certain time with the payment of *ujrah* or wages.
- m. Musyarakah is a cooperation agreement between two or more parties to a business in which each of the parties instructs the contribution of funds/venture capital provided that the profit is

divided according to the ratio agreed or proportionally, while the loss is borne by the parties in proportion.

- n. Mudaraba is a contract working for a business between owners of capital that provides the entire capital with manager and business profits are divided among them in accordance with the ratio agreed in the contract, while losses are borne by owners of capital.
- o. Akad Qardh an agreement on the loan than the Lender with the provision that the Recipient of the loan is obliged to return the money it receives in accordance with the time and manner agreed.
- p. Akad wakalah is akad delegation of power from the trustor to the recipient the power to perform certain legal acts which may be represented.
- q. Akad wakalah bi al-ujrah is akad wakalah which is accompanied by a reward in the form of *ujrah*,
- r. Riba is given in exchange for goods borrower. or additional agreement on the principal debt as rewards penangguhan payment *secra absolute*.
- s. Gharar is uncertainty in a contract, both regarding the quality or the quantity of the object of the contract or for the delivery.

- t. Maysir is any contract that is carried out with the aim of which is not clear, and the calculation is not found, speculation or gamble.
- u. Tadlis is the act of hiding the disability object of the contract made by the seller to trick the buyer as if the object of the contract is not deformed.
- v. Dharar is an action that can cause harm or loss to another party.
- w. Akad Raw is a written agreement that established unilaterally by the Organizers and contains a standard clause about the content, form, and method of manufacture, and is used to offer products and/or services to Users/Consumers en masse.

Second : The Provisions Of The Law

- a. Service the Financing of Technology-Based Information subject to the condition that in accordance with islamic principles.
- b. The implementation of service-Based Financing of Information Technology based on the principles of sharia are obliged to follow the provisions contained in this fatwa.

Third : Subject To The Law

The subject of law in the activities of the service-based financing of information technology, namely:

- a. The organizer;
- b. The recipient of the financing; and

c. Financer.

Fourth : The Provisions of the related general Guidelines for Financing Services Based on Information Technology.

In service the financing of technology-based information based on sharia principles, the parties shall comply with the general guidelines as follows:

- a. Organizers of a Service-based Financing of information technology should not be contrary to islamic principles, namely, among others, spared from *riba*, *gharar*, *maysir*, *tadlis*, *dharar*, *zhulm*, and *haram*.
- b. Akad Raw which made the Organizers are obliged to comply with the principles of balance, fairness, and reasonableness according to sharia rules and regulations perundang regulations.
- c. The contract that is used by the parties in the implementation of Service-based Financing of information technology can be in the form of contract that is in harmony with the characteristics of the service financing, among others akad *al-bai'*, *ijarah*, *mudharabah*, *musyarakah*, *wakalah bi al-ujrah*, and *qardh*.
- d. The use of electronic signatures in electronic certificates held by the Organizer have to be implemented with the terms ensured the validity and autentikasinya in accordance with the laws and regulations that apply.

- e. The organisers may charge a fee based on the principles of *Ijarah* over the provision of systems and infrastructure Financing Services Based on Information Technology, and
- f. If the information financing or services offered through electronic media or disclosed delam dokumen electronic different with the reality, then the aggrieved party has the right to not proceed with the transaction.

Fifth : the Service Model-Based Financing Information technology
Service Model-based financing of information technology based on sharia principles, which can be done by the Organizers, among others:

- a. Factoring financing; that financing in the form of services the management of the collection of accounts receivable based on the evidence of the bill, with or without accompanied the bailout given to businesses that have a bill to third parties.
- b. Financing the Procurement of Goods of the order of Third Parties; that the financing provided to businesses that have obtained the order or work order for the procurement of goods of any third party.
- c. Financing the Procurement of goods for businesses that sell online; the financing is given to businesses that buy and sell online on the service provider of trade-based information technology has cooperated with the Organizers.

- d. Financing the procurement of goods for businesses that sell online with payment through the organizers of the *payment gateway*, the financing is given to businesses who actively sell online through a distribution channel manages its own and payment is made through the service provider's authorization of payment for online work together with the Organizers.
- e. Financing for the Employee that is the financing provided to employees who need consumer financing with the cooperation scheme salary through the institution of the employer.
- f. Financing community-based, i.e. the financing provided to the members of the community who need financing, with the payment scheme dikooordinasikan through the coordinator/community organizer.

Sixth : the Provisions related to the Mechanism and Contract

Mechanism and contract financing services based on information technology as follows:³⁸

- a. Factoring Financing (*Factoring*)
 - 1) The presence of akadd that raises the legal relationship of debts shown by the evidence of the bill by the prospective Recipient of Financing from a third party which became the basis of services and/or financing of factoring:

³⁸ <https://dsnemui.or.id/kategori/fatwa/page/3/> accessed on 23 January 2022 at 11.32 a.m.

- 2) The prospective recipient of the financing on the basis of evidence that bill possessed, file services and/or financing to the Organizers.
- 3) The organizers offer to prospective Lenders provide Financing for services billing accounts receivable based on the evidence of the bill, with or without accompanied the bailout.
- 4) In the event that the prospective service provider and/or financing approved the offer as the letter c, made *akad wakalah bi al-ujrah* between the Giver Financing with the Organizers; the Giver of Financing as *muwakkil* and Organizers as *the deputy*.
- 5) The organizers did *akad wakalah bi al-ujrah* with the Recipient of the financing for debt collection; the Organizers as a *deputy*, and the Recipient financing as *muwakkil*.
- 6) The organizers as a representative of the Lender Financing can provide bailout funds with akad *qardh* to the Recipient of the Financing/Services.
- 7) The organizers do billing to a third party for Receivables Financing recipient.
- 8) The recipient of the financing of pay *ujrah* kepada Organizers

- 9) The recipient of the financing to pay the debt *qardh* (if any) to the Organizer as deputy.
 - 10) The organizer is obliged to submit *ujrah* and *qardh* (if any) kepada financer.
- b. Financing The Procurement Of Goods Of The Order (*Purchase Order*) Third Party
- 1) The existence of the contract that raises the relationship *to a Purchase order* that is evidenced by a contract for the procurement of goods between the prospective Recipient of the Financing with a third party which became the basis of the financing.
 - 2) The prospective Recipient of the financing on the basis of a *purchase order* from a third party, apply for financing the procurement of the goods to the Organizers.
 - 3) On the basis of the filing of the financing as the letter b, the organizers do offer kepada prospective donor funding to finance the procurement of goods.
 - 4) In the event that the prospective Employer Financing approved the offer as the letter c, made *akad wakalah bi al-ujrah* between the Organizers with the providers of Financing to do the financing agreement to the recipient of the Financing; donor funding as *muwakkil* and Organizers as *the deputy*.

- 5) The organizers do financing with the Recipient of Financing based on contract sell-buy, musharaka or mudaraba.
 - 6) The recipient of the financing to pay the principal and yield (the margin or for the results) in accordance with the agreement in the contract.
 - 7) The organizer is obliged to submit the principal and yield (the margin or for the results) kepada financier.
- c. Financing the Procurement of Goods for Businesses that sell Online (*seller online*)
- 1) The provision of trading services based on information technology (*e-commerce platform/marketplace*) and the Organizers of the cooperation pemberian financing to businesses that sell online (*seller online*) as a candidate for the Recipient of the Financing.
 - 2) The prospective recipient of the financing apply for financing to the Organizers for the procurement of goods.
 - 3) On the basis of the filing of the financing on the letter b, the organizers make an offer to a prospective giver of financing to finance the procurement of goods.
 - 4) In the event that the prospective employer financing approved the offer as the letter c, made *akad wakalah bi al-ujrah* between the Organizers with the providers of

Financing to do the financing agreement with the recipient of financing; donor funding as *muwakkil* and organizers as *the deputy*.

- 5) The organizers do financing with the Recipient of Financing based on contract sell-buy, *muusyarakah*, or *mudaraba*.
 - 6) The recipient of the financing to pay the principal and yield (the margin or for the results) in accordance with the agreement in the contract, and
 - 7) The organizer is obliged to submit the principal and yield (margin or results) to the financier.
- d. Financing the Procurement of Goods for Businesses that Sell Online with Payment through the Organizers of the *Payment Gateway*.
- 1) Services provider payment authorization online (*payment gateway*) and the Organizers of the cooperation provision of financing to the online Merchants who cooperated with the service Provider.
 - 2) Online merchants or prospective Recipient of the Financing apply for financing to the organizers for the procurement of goods.

- 3) On the basis of the filing of the financing on the letter b, the Organizers make an offer to a prospective Giver of Financing to finance to finance the procurement of goods.
 - 4) In the event that the prospective employer financing approved the offer as the letter c, made *akad wakalah bi al-ujrah* between the Organizers with the providers of Financing to do the financing agreement with the recipient of financing; donor funding as *muwakkil* and Organizers as *the deputy*.
 - 5) The organizers as a representative of the Lender Financing, providing financing to the Recipient of the Financing with the use of the contract for sale, musharaka or mudaraba.
 - 6) The recipient of the financing to pay the principal and yield (the margin or for the results) through the Company services Provider payment authorization online in cooperation with the Organizers.
 - 7) The organizer is obliged to submit the principal and yield (margin or results) to the financier.
- e. Financing for the Employee (*Employee*)
- 1) The employees/candidates Financing get a fixed salary of an institution in collaboration with the organizers.
 - 2) The prospective recipient of the financing that has a consumptive needs, apply for financing to the Organizers.

- 3) On the basis of the submission as the letter b, the Organizers offer to a prospective Giver of financing to finance the needs of the consumer Recipients of Financing.
 - 4) In the event that the prospective Employer financing approved the offer as the letter c, made akad *wakalah bi al-ujrah* between the giver financing with the Organizers to do financing with financing recipient, the giver of financing as *muwakkil* and organizers as *the deputy*.
 - 5) The organizers as the representative and its financing, meaning the sell-buy or *finance* with the recipient of financing according to the agreement.
 - 6) The recipient of the financing to pay the principal and yield (the margin or *ujrah*) kepada organizers by way of payroll deduction/*auto debit*.
 - 7) The organizer is obliged to submit the principal and yield (the margin or *ujrah*) kepada financer.
- f. Financing community-based (*Community Based*)
- 1) The presence of businesses/potential Recipients of financing that are incorporated in the community business in collaboration with the Organizers.
 - 2) The prospective recipient of financing that have the capital needs of the business, apply for financing to the Organizers.

- 3) On the basis of the submission as the letter b, the organizers offer to a prospective Giver of Financing to finance the capital needs of the prospective recipient of the financing.
- 4) In the event that the prospective employer financing approved the offer as the letter c, made akad *wakalah bi al-ujrah* between the giver financing with the Organizers to provide financing to the Recipient of the Financing; donor funding as *muwakkil*, and Organizers as *the deputy*.
- 5) The organizers as a representative of the lender financing , do the marriage contract with the Recipient of the Financing of both the contract for sale, *ijara*, *musharaka*, *mudaraba*, or contract other in accordance with the principles of sharia.
- 6) The recipient of the financing to pay the principal and yield (the margin. *Ujrah*, or for the results) to the Organizers through the community of certain businesses that cooperate with the Organizers.
- 7) The organizer is obliged to submit the principal and yield (the margin or *ujrah*) to the financier.

Seventh : Settlement Of Disputes

Settlement of disputes between the parties can be done through consensus. If consensus is not reached, then the settlement of disputes is conducted through the dispute

resolution institutions based on sharia in accordance with applicable laws and regulations.

Eighth : final Provisions

A Fatwa is valid from the date specified , and can be changed as well as refined as it should be if the future turns out there is a mistake.

C. Sharia Economic Law Compilation

1. Defenition of Sharia Economic Law Compilation

The word compilation comes from the word compile, which means to compile, collect and compile. Or called a compilation that is compilation, Collection, Collection. Compilation of Sharia Economic Law is a collection of legal norms derived from the Qur'an and Hadith that regulate the economy of Muslims.³⁹ The content of the compilation of Sharia economic law consists of several chapters and general provisions with several articles of articles.

2. Qardh in the Sharia Economic Law Compilation

In the compilation of Sharia Economic Law that discusses qardh is Chapter XXVII described as follows.⁴⁰

First Part: General Provisions Of Qardh

Article 606

³⁹ Hendriyanto, “Studi Komparasi Antara Hukum Islam Dengan Kompilasi Hukum Ekonomi Syari’ah Pasal 112-115 Tentang Bay’ Al-Wafa” *skripsi*, Madura:IAIN Madura,2020.p. 65

⁴⁰ Mahkamah Agung Republik Indonesia Direktorat Jenderal Badan Peradilan Agama Tahun 2011, *Kompilasi Hukum Ekonomi Syariah*, (Jakarta:perpustakaan MA RI,2011), p. 164

Qardh customers are obliged to return the principal amount received at the agreed time.

Article 607

Qardh administration fee can be charged to the customer

Article 608

Qardh lender may request collateral to the customer if deemed necessary

Article 609

Customer can provide loans / donations voluntarily to the lender as long as it is not agreed in the transaction

Article 610

If the customer does not return part or all of its obligations at the agreed time and the lender / Islamic financial institution has ascertained its inability, the lender may:

- a) extend the return period; or
- b) write off part or all of its obligations

Second Part: sources of qardh funds

Article 611

The source of qardh funds comes from:

- a) Capital Division of Islamic financial institutions;
- b) the profits of Islamic Financial Institutions set aside; and / or
- c) other institutions or individuals who entrust the distribution of their inflows to Islamic Financial Institutions.

D. Review of Related Findings

To find the discussion in previous research, the authors found several studies that are relevant to the topic and problem to be raised, namely:

1. Research by Elvyo Salsabella in 2020, the Islamic Economic Law study program at the State Insitut for Islamic Studies (IAIN) Ponorogo, entitled a review of Islamic law on the practice of buying and selling using a Shopee Paylater. The results of the study concluded that first, the mechanism of the practice of buying and selling contracts using the Shopee Paylater in general had fulfilled several requirements and the pillars of buying and selling contracts and *bai' taqsith*. However, there are conditions that are not fulfilled, namely the clarity of the contract where the amount of interest is not stated, so that it can cause an element of fraud and make the contract void. Second, the imposition of a fine for delaying the practice of buying and selling using a Shopee Paylater is not in accordance with Islamic Law even though the fine is the same as delaying payment by the buyer.⁴¹The difference between this research and the research that will be conducted by the author lies in the review conducted. This research focuses on the review of Islamic law while the author focuses on the review of the Compilation of Sharia Economic Law.
2. Research by Muhammad Dannirrahman in 2019 Islamic Economic Law study program Walisongo State Islamic University Semarang entitled Review of Islamic Law on Online Credit Trading Practices on the

⁴¹Elvyo Salsabella, "Tinjauan Hukum Islam terhadap Praktek Jual Beli Menggunakan Shopee Paylater", *Skripsi*, (Ponorogo: IAIN Ponorogo, 2020), p. 75.

Cicil.co.id Application. Based on the research that the author did explaining the practice of buying and selling online credit on the cicil.co.id application in terms of Islamic Law there are two opinions, according to the majority of scholars it is not valid, based on the hadith prohibiting buying and selling with a down payment and buying and selling 'urbun contains elements of *gharar* (vagueness).) and includes consuming property with vanity, because it is required by the seller without any compensation. Meanwhile, according to Hanabilah, buying and selling with money is legal, based on the hadith of 'Umar from Safwan Ibn Umaiyah, "if 'Umar is willing on conditions,"⁴² The difference between this research and the research that the author will do is in the object, if previous researchers conducted research on online credit buying and selling on the cicil.co.id application, researchers conducted research on loans on the Shopee application through the Shopee Paylater feature.

⁴² Muhammad Danirrahman, "Tinjauan Hukum Islam terhadap Praktik Jual Beli Kredit Online pada Aplikasi Cicil.co.id" *skripsi* (Semarang: UIN Walisongo, 2019), p.79.

CHAPTER III

METHOD OF THE RESEARCH

A. Place and Time of the Research

This research will conduct in Padang Sidempuan City, with the research subject being the stratum of society living in the city. The author's considerations in conducting research at this location are because there are widespread Shopee Paylater users among people who often make transactions on the Shopee application. Another reason is in this location there are many students from various universities and traders who are Shopee Paylater users.

This research has been conducted since Oktober 2021 and expected to be complited in Mei 2022.

B. Subject of the Research

The subject of this research is Padang Sidempuan City society, namely Shopee Paylater users.

C. Kind of the Research

The type of research used is a qualitative research type, namely field research by collecting data in the field from users through interviews and face-to-face with people who are research subjects to obtain accurate information in accordance with the desired objectives in this writing.

D. The resource of the Data

1. Primary of the Data

Primary data that will be used by researchers is the original source of interviews and observations. In this study the primary data sources consisted of:

- a) Shopee Paylater feature in Shopee application that is used as research.
- b) The results of interviews with Shopee Paylater users who obtained loans.

2. Secondary of the Data

The secondary data that researcher use books, thesis, journals, articles, internet sites and other sources that support the completion of this study. The secondary data in question consists of:

- a) Shopee's official website
- b) The Book of Sharia Economic Law Compilation

E. Technique of the Data Collection

1. Interview

Interviews were conducted by way of direct question and answer with Shopee Paylater users to find information related to research in order to collect data. Researchers will use structured interviews that ask questions based on 5W + 1H around Shopee Paylater.

The steps that will be taken in the interview are:

- a) Draft interview questions to focus more on extracting data about Shopee Paylater's lending practices.
- b) Determine the schedule of interviews with Shopee Paylater users.

- c) Summing up the results of Shopee Paylater user interview responses that have been recorded on the book and recorded in voicemails.

2. Observation

Systematic observation and recording of research conducted to complement and strengthen the data obtained through interviews.

The observations made are:

- a) Collect information related to Shopee Paylater
- b) Observe how Shopee Paylater is using by users.

3. Documentation

Researchers will do documentation when conducting interviews with Shopee Paylater users, then document the procedure for applying for loans through Shopee Paylater, disbursement of funds, loan payment schemes, additional determination of repayments with a 2-time or 3-time installment system.

F. Technique of the Data Validity Checking

Good and correct data will determine the results of a good and correct study. Researchers use triangulation technique is a technique to examine the validity of data by comparing data in research. Check the validity of the data by comparing the results of various sources, namely Shopee Paylater users who have been interviewed and observed to check the truth. In addition, from the reference of books and journals that are relevant to *qardh*.

G. Technique of the Data Analysis

The steps and techniques that will be obtained to analyze qualitative data will be explained below. The steps and techniques for analyzing a qualitative data are as follows :

1. Data editing, which is to organize the data redaction into a systematic sentence arrangement.
2. Data reduction, is a checking to the completeness of the data to look for the still lacking and putting aside irrelevant.
3. Describe the data systematically associated with the processing data qualitatively according to the topics of discussion. Deduction, that is summarizing all data descriptions in several sentences in which the understanding is brief, dense, and clear.

CHAPTER IV

RESULTS OF RESEARCH AND ANALYSIS

A. Description of The Research Location

1. History of Padang Sidempuan

Padang Sidempuan is a city in the province of North Sumatra, Indonesia. The city of Padang Sidempuan is known as the city of salak due to the large number of Salak Gardens in the area, especially in the foothills of Mount Lubukraya. The name of the city is derived from “Padang na dimpu” (padang=vast expanse, na=in, and dimpu=high) which means “a vast expanse of grass and is in a high place.” In ancient times this area was a stopover for traders from various regions, fish and salt traders from Sibolga-Padang Sidempuan-Panyabungan.⁴³

Along with the times, the place is increasingly crowded then become a city. The city was built for the first time as a fortress in 1821 by the troops of the clergy led by Tuanku Imam Lelo. The fortress stretches from Batang Ayumi to Aek Sibontar. The remains of the priestly War Fortress are still found, although they are not well preserved, and the influence of these priestly troops has an impact on the religion professed by the majority of the city's population is muslim.

The Dutch colonial era, the city of Padang Sidempuan was used as the center of government by the Dutch colonialists in the Tapanuli area. Then relics building of Belanda there can still be found in the form of the

⁴³ <https://padangsidimpunkota.go.id/sejarah> accessed on 20 February 2022 at 05.15 p.m.

Central Police Post Office of Padang Sidempuan. So it is not surprising, if you want to see the history of the city of Padang Sidempuan stored photographs of the ancient city of Padang Sidempuan in a museum in the city of Leiden, The Netherlands.

Previously, Padang Sidempuan was an administrative City based on Government Regulation No. 32 of 1982. Then since June 21, 2001, based on Law No. 4 of 2001. Padang Sidempuan city is designated as an autonomous region and is the result of the merger of Padang Sidempuan Utara district, Padang Sidempuan Selatan district, Padang Sidempuan Batunadua District, Padang Sidempuan Hutaimbaru district, and Padang Sidempuan Tenggara District which previously entered the South Tapanuli District.⁴⁴

2. Geographical Location and Condition

Padang Sidempuan city is one of the medium cities located in the Southern position of Sibolga city. The city is a city with a population of between 100,000 and 500,000 people. Padang Sidempuan city is located in 432 Km from Medan City, the capital of North Sumatra province, with an area surrounded by South Tapanuli Regency and North Padang Lawas Regency and can be reached in approximately 10 hours by land. The position of padang Sidempuan city has adequate land access and is quite strategic, because it is on the main line which is a link between various growth centers in the Sumatra region. Distance of Padang Sidempuan city

⁴⁴ *Ibid.*,

via Sibolga to Medan as far as 431 Km², distance of Padang Sidempuan city via Sipirok to Medan as far as 391 Km², and distance of Padang Sidempuan city via Gunung Tua to Medan as far as 456 Km².

Astronomically the city of Padang Sidempuan is located in the position 010 18' 07" – 010 28' 19" northern latitude and 990 18' 53" – 990 20' 35" east longitude and located between 260-1100 meters above sea level (ASL). So that the lowest coordinate point meters above sea level (MASL) is at 260 meters and the highest coordinate point of Padang Sidempuan City area is 1100 above sea level (MASL).

Boundaries of Padang Sidempuan city as follows:

- a) The North is bordered by South Tapanuli Regency (West Angkola District);
- b) The South is bordered by South Tapanuli Regency (Batang Angkola District);
- c) The West is bordered by South Tapanuli regency (South Angkola District);
- d) The East is bordered by South Tapanuli regency (East Angkola District).⁴⁵

B. Practice of Shopee Paylater Loans for the People of Padang Sidempuan City

1. Commonly Purchased Goods by the People of the City of Padang Sidempuan

⁴⁵ *Ibid.*, p. II-1

Various kinds of products offered by Shopee ranging from fashion, cosmetics, gadgets, electronics to daily necessities make people choose to shop online because of its practicality, users do not need to go out to shop and do not need to queue to make payments.

The people of Padang Sidempuan city who use Shopee Paylater usually shop for women's or men's clothes, bags, shoes, cooking utensils, and cosmetics. The most dominant item purchased by Shopee Paylater users in the Padang Sidempuan city area is clothing. Buying using Shopee Paylater can help traders minimize the capital that must be spent. In addition, traders can also reduce the risk of loss when taking goods in large quantities. Users who are not from the merchant circle also stated that buying the clothes they wanted could be done with money that didn't exist at that time so it doesn't worry if the stock of goods would run out.⁴⁶

In addition to primary needs such as clothing, Shopee Paylater users in the city of Padang Sidempuan also often shop for campus needs. The results of an interview with a user named Eswin stated that the items that are often purchased are bags and shirts. By using Shopee Paylater, you can get good quality goods from well-known stores without having to be afraid of not having extra money or having to pay in full in full. This helps users get the items they want by choosing to pay installments or credit from Shopee Paylater loan proceeds.⁴⁷

⁴⁶ Interview with Mrs. Mala at the Sagumpal market, Padang Sidempuan city on March 30, 2022

⁴⁷ Interview with Mr. Eswin at the informant's house on February 23, 2022.

Some other things that are often bought by the people of Padang Sidempuan city such as electronic items, namely portable grills, portable blenders, portable fans. In addition, cosmetic tools are also the dominant object that is often purchased by Shopee Paylater users in the Padang Sidempuan city community. Such as BB Cushion powder with Purbasari brand, Lipcream Wardah, Night and daycream Y.O.U but the most dominant demand by Shopee Paylater users in Padang Sidempuan city is clothing needs such as clothes for college or for resale.⁴⁸

2. Payment System on Shopee Paylater

Users can make loan payments through several payment methods including:

a. Shopee Pay

Usually Shopee users use Shopee Pay, namely payments through the balance that we have in the Shopee application. So Shopee Pay is an electronic wallet provided by the Shopee application to buy goods in the application. In addition, you can also make online transactions outside of Shopee such as in applications or merchant sites. Use Shopee Pay by filling in the balance or top-up on a registered Shopee Pay account. Top up balances can be done via ATM or Indomaret and the like. The step that must be taken when paying Shopee Paylater bills through Shopee Pay is by

⁴⁸ Interview with Mrs. Nisa at the informant's house on April 2, 2022.

selecting the "me" menu then selecting Shopee Paylater, then the total Shopee Paylater balance will appear, my bill, last transaction and pay the bill. Select pay bill then the details of the amount to be paid will appear. In addition, this page will detail payment information before it is due or past due, total invoices, late fees for those that are past due, total refunds, total bill payments, and pay now.

Then select pay now, a payment method menu will appear, click on the menu and then several methods will appear including via Shopee Pay, Alfamart/Alfamidi, Indomaret/i.Saku, and Bank Transfer (Virtual Account). Select Shopee Pay and click confirm. Then it will return to the previous menu and select again pay now. Automatically payment of the bill has been completed.

b. Alfamart/ Alfamidi/ Indomaret.

If Shopee Paylater users want to pay loan bills through Alfamart and the like, the things that must be done are the same as payments through Shopee Pay. Only replaced in the payment method section, namely selecting Alfamart / Alfamidi / Indomaret. After that, a payment code will appear along with payment instructions and then the user can directly go to the nearest Alfamart/Alfamidi/Indomaret according to the selected payment place and provide the payment code along with the

total bill that you want to pay to the cashier. If it is successful automatically the bill for that month has been paid off.

c. Bank Transfer (Virtual Account)

Shopee Paylater users who want to pay bills through an e-banking account can pay via bank transfer option. The steps that must be carried out are the same as before and select the bank transfer payment method (virtual account). There will be many bank options that you can choose to make payments. Among them are Seabank, Bank BCA, Bank Mandiri, Bank BNI, Bank BRI, Bank Permata, and other banks. After confirmation, the account number and recipient bank will appear. Then there is also a payment procedure through the selected bank. After the payment is complete, the bill will automatically enter the paid category.

This is in accordance with the results of the interview with Mrs. Lia who stated that the payment system was carried out as described above. Goods ordered in the form of a portable grill with an initial price of Rp. 40,400. by choosing payment using Shopee Paylater and choosing the buy now pay later method or 1 month installments, the total bill becomes Rp. 41,592 (including handling fee). The due date is March 11, 2022. Then Mrs. Lia pays the installments before the due date through the Indomaret payment method. By choosing to pay the bill and after getting the payment code, Mrs. Lia pays to the Indomaret counter and gets a

payment receipt. The bill will automatically be paid off on the Shopee Paylater feature.⁴⁹

The procedure for activating Shopee Paylater is based on the results of an interview with Ms. Fifah, starting from creating an account first. Users can download the Shopee application through the Play Store or the like on Android. After downloading, the user immediately creates an account on the Shopee application. First, login to the Shopee application then select start and you will be directed to the shopee main page. Second, register by clicking me in the lower right corner of the Shopee main page, then a list option will appear. Third, register for an account on the registration page via phone number/facebook/LINE/apple id for iOS users. Fourth, you will automatically be registered as a Shopee user after registering.

Next, to activate the Shopee Paylater feature, the thing to do is click the My tab again then select the Shopee Paylater menu. Then select activate now, on this page it will display the limit amount that we get from Shopee, which is 750,000. After that, you will be directed to enter the OTP code (verification code) that has been sent by Shopee via SMS then select continue. Next, you will be asked to fill in several identities or ID verification such as name, NIK, and date of birth then additional information including the name of biological mother, monthly salary, education level, industry, occupation, company name, emergency contact

⁴⁹ Interview with Mrs. Lia at the Sagumpal market on March 30, 2022

1 (name, relationship, mobile number) , emergency contact 2. The purpose of being asked for an emergency contact number is that if the user number is inactive and cannot be contacted, Shopee will contact the emergency mobile number 1 or 2. The next stage of activation will be processed first, so wait a while. If the Shopee Paylater activation is approved, a display will appear that says "congratulations, you have successfully activated Shopee Paylater." Then the due date of each month will also be displayed. Next you will be directed to the Shopee Paylater feature and shown the limit you get from the Shopee Paylater loan.⁵⁰

When you want to buy an item using the loan, the user will be directed to the payment method feature and select the Shopee Paylater feature. How to buy goods by paying through a loan, namely first, select the item you want to buy then select buy now in the lower right column or checkout. Second, the user will be directed to fill in the shipping address. Fill in clearly and can be added with location sharing, then delivery service options include regular, cargo, next day, or saving. Third, choose a payment method, where users can choose to use Shope Pay, COD, SPaylater, Bank Transfer, Credit-Debit Card, Credit Card Installment, BRI Direct Debit, BCA Oneklik, Alfamart/Alfamidi, Indomaret/i, Pocket.

Then select the payment method using Shopee paylater (SPaylater). Fourth, Shopee Paylater will display payment methods with 4 choices. Payment options include, paying within 1 month without interest

⁵⁰ Interview with Ms. Khofifah at the informant's boarding house on February 20, 2022.

(buy now pay later), paying in 3 installments with an interest of 2.95% per month, or paying in 6 installments with an interest of 2.95% per month and finally paying by making installments 12 times with an interest of 2.95% per month. The amount that must be paid monthly will be displayed in every Shopee Paylater payment option. Finally, select confirmation, Shopee will automatically confirm payment to the seller and hasten to send the order. Payment money will automatically be deducted from the Shopee Paylater loan limit and there will be a list of bills in the Shopee Paylater feature column with the payment due date.⁵¹

The Shopee Paylater feature will later provide notifications or reminders to users through payment deadline notifications. The contents of the notification include the total price of the order, payment code, and instructions for making payment before the specified date. Try to pay off Shopee Paylater bills on time to avoid additional fees or fines of 5% of the total bill, even Shopee Paylater accounts will be frozen and users cannot shop using the Shopee Paylater payment method if they have not paid off the bill.⁵²

If the user does not make a Shopee Paylater loan payment, the Shopee Paylater account will be frozen or warned via message or telephone. Based on an interview with Mrs. Lela, who has experienced maturities and delays in loan payments, stated that she had bought a powder/cosmetic, namely Pursusari BB Cushion powder at a price of Rp.

⁵¹ Interview with Ms. Ade at the informant's house on March 28, 2022

⁵² Interview with Ms. Lia at Sagumpal Market on March 30, 2022.

138,269. The installments chosen are the 3 installments method with monthly payments being charged to Rp. 50,169. In the initial payment or installments in the first month, it is paid off on time, in the next installment, namely in the second month, there are problems with payments due to forgetting and not reading the notification. The payment date has also been due but has not been paid off, so the information that appears in the Shopee Paylater feature is too late. The sanctions obtained as a result of this are firstly the Shopee Paylater account is frozen so that it cannot make transactions using the Shopee Paylater payment method and then a late fee of 5% of the total purchase is imposed. So that Mrs. Lela is required to pay a total bill of Rp. 52,677. Another warning is getting a warning via a message from a mobile phone number and a message sent via WhatsApp by Shopee, then the next few days Shopee will call and deliver instructions to pay off the loan immediately. Mrs. Lela had not paid her bill for two months and it was past the due date. As a result, they cannot purchase goods through any method or the account is temporarily frozen until the unpaid bill is paid off.⁵³

3. Reasons for the people of Padang Sidempuan city to use Shopee Paylater

Some of the people of Padang Sidempuan city said the reasons used Shopee Paylater were because urgent needs and the current condition did not have the money to buy so with Shopee Paylater did not need to

⁵³ Interview with Ms. Lela at the Sagumpal market on March 30, 2022

borrow other people's money to be able to buy the goods but only by paying through a Shopee Paylater loan that has been activated through Shopee. For merchants, by borrowing at Shopee Paylater, it is easier to take goods in large quantities and payments can be made the next month or according to the selected installments. So don't bother thinking about the initial capital to add the goods they will sell.⁵⁴

Other reasons based on the results of interviews conducted are the features that are easy to use and provide benefits and many attractive offers such as 12-month installments which make monthly payments cheaper so you are not afraid to be charged large amounts of money, offers free shipping and other discounts. because they usually choose to buy using the Shopee Paylater method, many get free shipping options and not all payment methods get the bonus. Get the convenience of shopping at will in accordance with the given limit, safe and guaranteed loans and relatively low interest rates.⁵⁵

Even though there is a risk that Shopee Paylater users get if they don't follow Shopee Paylater's payment rules. For example not paying on time or not being paid at all. Based on an interview with a student from the city of Padang Sidempuan, he said that he had received sanctions from Shopee Paylater in the form of a warning. If you don't pay on time, Shopee will increase the fee limit that must be paid. Then a good message from the

⁵⁴ Interview with Ms. Lia Nasution at the Sagumpal market, Padang Sidempuan city on March 30, 2022

⁵⁵ Interview with Ms. Fatwa and Elya at the IAIN Padang Sidempuan campus on March 19, 2022

Whats app will be received by the user in the form of a warning to immediately pay off the Spaylater bill that is due to avoid handling escalation. This message will come every month or even every week. If the due date exceeds the agreed limit and does not pay off, the warning as before will continue to be carried out and will receive a message in the form of a warning to enter the BI Checking blacklist as a customer who does not pay bills smoothly and fines are running. users at that time did not know how to ensure that they were blacklisted as bad customers. The following month received another message in the form of a notification that his name had been blacklisted. If you make a payment on that day according to the time limit that has been set, Shopee can improve credibility at OJK SLIK. In addition, Shopee will send its members to directly jump to the user's home location according to the registered ID card address when registering a Shopee Paylater account.⁵⁶

The effect of using Shopee Paylater makes the people of the city of Padang Sidempuan tend to be consumptive towards purchasing goods at Shopee. This causes users to frequently check out goods that are not needed or only tertiary goods. In fact, according to an interview with sister Elya, she said⁵⁷ she prefers to use Shopee Paylater rather than immediately paying in full even though it was said that there was enough money to pay for check out, it was just like using Shopee Paylater because they thought they could buy a lot of things with cheap initial money. Excessive use of

⁵⁶ Interview with Ms. Ade at informan's house on March 28, 2022.

⁵⁷ Interview with Miss. Elya at campus of Padang Sidempuan on March 19, 2022.

Shopee Paylater causes users to become addicted and can be categorized as Shopaholics, namely people who have addiction problems in terms of shopping even though the purchased items have been purchased previously or are not needed.

Whereas in Islam Allah SWT forbids the act of wasting something or doing extravagant and not bringing benefits. As in the word of Allah QS al-Isra 'verse 26:

وَأْتِ ذَا الْقُرْبَىٰ حَقَّهُ وَالْمِسْكِينَ وَابْنَ السَّبِيلِ وَلَا تُبَذِّرْ تَبْذِيرًا

The meaning: "and give to the kindred his due and to the poor and to the wayfarer. But spend not wastefully (your wealth) in the manner of a spendthrift."⁵⁸

Excessive shopping behavior due to the many discounts and vouchers promoted by Shopee makes users interested in shopping. Moreover, coupled with the installments that can be done on the 12-time installment method, the monthly payment amount is relatively small and is considered a relief. It adds more expenses when added up as a whole.

In addition, interesting things were obtained during the research based on interviews with the people of the city of Padang Sidempuan, namely, Mrs. Mala⁵⁹, the third party from Shopee, namely PT.MBA Consul as the party who gave the warning via message had asked for

⁵⁸ Kementrian Agama Republik Indonesia, *Al-Qur'an dan Terjemahnya*, (Solo: PT Tiga Serangkai Pustaka Mandiri, 2013), p.566.

⁵⁹ Interview with Mrs. Mala at Mala's house on March 30, 2022.

Spinjam's payment to Mala's sister. Even though he never used Spinjam at all. Spinjam categorized as an online loan which is a new feature issued by Shopee. This made Mrs. Mala surprised because the third party said that she had to pay off the loan to Spinjam immediately. The shows that Shopee still needs accurate and detailed data collection so that there is no misunderstanding between Shopee and users which will result in reduced user trust in Shopee.

C. Review of the Compilation of Sharia Economic Law on Shopee Paylater Loans on e-commerce.

In this study, what will be achieved is to find out how Shopee Paylater lending practices are reviewed according to the Sharia Economic Law Compilation in the city of Padang Sidempuan.

In principle, transactions via Shopee Paylater are allowed. This is by following the rules:

الأصل في العقود والمعاملات الصحة حتى يقوم دليل على البطلان والتحريم

“The original law stipulates the conditions in mu'amalah are lawful and permissible unless there is proof (which prohibits it).”⁶⁰

This rule explains the legal origin of the requirements in mu'amalah. These requirements are originally lawful and permissible unless there is an argument that prohibits them, as is the law of origin of *mu'amalah* itself, which is permissible. So a person is not allowed to prohibit a condition agreed upon by the perpetrators of the mu'amalah contract unless there is

⁶⁰ Abdul Karim Zaidan, *al-Wajiz: 100 Kaidah Fikih dalam Kehidupan Sehari-hari*, (Jakarta: Pustaka al-Kautsar, 2008), p. 278.

evidence that shows the prohibition of these requirements. The meaning of the basis of like in buying and selling also depends on how the conditions at that time. Basically it is not easy for one party to say dislike for something especially if it benefits him even a little. Indirectly surely one of the parties there will be who do not like the transaction made it's just that it is not too dominant because it is ruled out by other factors. So this rule is also analyzed how the conditions and situations of the transaction activities.

The use of Shopee Paylater as a means of purchasing an item is still included in the allowed category as long as the terms of the transaction do not conflict with Islamic law. Loans provided by Shopee Paylater in one-time installments without interest do not violate the *muamalah* rules described above. But there are some Shopee Paylater loans with installments of 3, 6 and so on that provide additional fees to users. Therefore, it will be described how the loan analysis in the view of the Sharia Economic Law Compilation, better known as *qardh*.

1. *Qardh*

According to KHES in Chapter XXVII the first part of the general provisions of article 606, namely "Qardh customers are obliged to return the principal amount received at a mutually agreed time." In the Shopee Paylater practice which has been researched by the author in the city of Padang Sidempuan, the loan repayment time is determined by Shopee and approved by the user. The time set is usually a period of 25 to 30 days. The user is required to return the principal amount according to the agreed

time and if it exceeds the agreement limit, an additional fee will be charged.

Article 607 states that "qardh administration fees can be charged to customers". in the application that the author got during the research administrative costs were indeed charged to the user. This administrative fee includes shipping and handling fees. The farther the delivery distance and the more messages that are retrieved, the greater the shipping and handling costs will be.

Article 608, namely "qardh lenders can ask for guarantees from customers if deemed necessary." Based on the practice, the lender, namely Shopee, asks for collateral in the form of an identity card in the form of an ID card and a photo of the user. In addition, the user account is also used as a guarantee by Shopee, if the user is unable to pay the exact installments and passes the due date, it will be temporarily deactivated so that the user cannot make purchases of goods.

Article 609, namely "customers can provide additional/voluntary donations to lenders as long as they are not agreed upon in the transaction."⁶¹ In its application, additional fees on Shopee Paylater loans if you want to buy an item have been determined at the beginning of the purchase so that it has been agreed upon in the transaction. The longer the installments taken, the greater the additional costs set by Shopee. Practices that occur at Shopee Paylater are not following the contents of the Article.

⁶¹ Supreme Court of the Republic of Indonesia Directorate General of Religious Courts 2011, *Compilation of Sharia Economic Law*, (Jakarta: Librarian MA RI, 2011), p.164

Some users who have been interviewed said that if the additional costs provided are in a low category, the user voluntarily gives to Shopee but if the handling fee given is in a high category, there is no willingness to purchase goods using Shopee Paylater loans.

According to Article 610 of KHES, "if the customer cannot return part or all of his obligations at the agreed time and the lender/Islamic Financial Institution has confirmed his inability, then the lender can: a. Extend the payback period; or b. Erase/*write off* part or all of its obligations. Based on practice, users who cannot return part of their obligations will usually get an extension of time by being given a warning by Shopee such as a message to pay off immediately either via WhatsApp or a regular message from a cellular number.

According to the second part of KHES, the source of Qardh funds Article 611 is "the source of al-Qardh funds comes from: a. Share capital of Islamic financial institutions, b. Profits of Islamic financial institutions that are set aside; and/or c. Other institutions or individuals who entrust their infaq distribution to Islamic Financial Institutions.

2. Analysis

Shopee Paylater loan analysis based on the 3, 6, or 12 installments method with an interest rate of 2.95% is not following Article 609 KHES, namely "customers can provide additional/contributions voluntarily to the lender as long as it is not agreed upon in the transaction." In this article, there is the word "voluntary" and the sentence "as long as it is not agreed

upon in the transaction". Users who choose installments of 3, 6, or 12 installments object to the interest they get of 2.95% per month. Whereas the purpose of Qardh itself is to help without burdening any party as in the Hadith of the Apostle from Abu Hurairah Radhiyallahu 'anhu that the Prophet Sallallahu 'Alaihi wa Sallam said:

مَنْ نَفَسَ عَنْ مُؤْمِنٍ كُرْبَةً مِنَ الدُّنْيَا ، نَفَسَ اللَّهُ عَنْهُ كُرْبَةً مِنْ كُرْبِ يَوْمِ الْقِيَامَةِ ، وَمَنْ
يَسَّرَ عَلَى مُعْسِرٍ ، يَسَّرَ اللَّهُ عَلَيْهِ فِي الدُّنْيَا وَالْآخِرَةِ ، وَاللَّهُ فِي عَوْنِ الْعَبْدِ مَا كَانَ الْعَبْدُ فِي
عَوْنِ أَخِيهِ

*"Whoever removes a Muslim from the troubles of this world, Allah will remove him from the troubles of the hereafter. And whoever makes it easy for people who are mu'sir (difficulty paying debts), surely Allah will make it easy for him in this world and the hereafter. And Allah always helps His servant as long as the servant helps his brother."*⁶²

Then the Shopee feature clearly states the price that the user must pay if they choose 3,6 or 12-month installments with an additional 2.95% interest, which means that Shopee immediately makes an agreement or agreement in the transaction. This is not following the sound of Article 609 of the KHES which states that additional costs are not agreed upon. In addition to an additional 2.95% interest, the Shopee Paylater feature also includes an additional fee if the loan is late past the due date for paying the bill in one payment, the user will be subject to a 5% penalty of the total bill. All nominals are automatically totaled by Shopee along with the amount of the bill that must be paid when the user checkouts.

⁶² Musthafa Dieb al-Bugha dan Muhyidin Mistu, *Syarah Hadits Arba'in Imam an-Nawawi* (Jakarta: Qitshi Press,2014),p. 219.

The additional cost of the maturity adds to the difficulty for users who want to repay the loan because of the amount of interest given. Whereas Allah SWT makes it easy by saying to give respite to people who have difficulty paying debts as Allah SWT says in QS al-Baqarah verse 280:

وَأِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ ۗ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

The meaning: "And if (the debtor) is in trouble, then give him respite until he is abundant. And giving charity (some or all of the debt) is better for you if you knew."⁶³

From Abul Yasar, the Companion of the Prophet Sallallaahu 'Alaihi Wa Sallam, he said, the Messenger of Allah Sallallaahu 'Alaihi Wa Sallam said:

مَنْ أَحَبَّ أَنْ يُظِلَّهُ اللَّهُ فِي ظِلِّهِ، فَلْيُنْظِرْ مُعْسِرًا أَوْ لِيَضَعْ لَهُ

"Whoever wants to be shaded by Allah in His shade, then let him give respite to people who are in trouble or he releases his debt."⁶⁴

From Abu Burdah, he said:

"I came to Medina and met 'Abdullah bin Salam, then he said, "Come with me to the house, I will give you a drink from the glass that the Prophet sallallaahu 'alaihi wa sallam drank from, and you pray in a mosque in which he prays." Then I went with him. He gave me to drink sawiq and fed me dates, I also prayed in his mosque. Then he said to me, "Surely you are in a land where usury is spread out in it, and between the doors of usury is one of you who gives credit until the time (which is determined), and when it is due, he comes with the debt and the basket of gifts, so be afraid of the basket and its contents."

⁶³ Department Agama Republik Indonesia, *al-Qur'an dan Terjemahannya*, p. 51.

⁶⁴ Abdullah Shonhaji, dkk, *Tarjamah Sunan Ibnu Majah*, (Semarang: CV. Asy Syifa', 1993), p. 808.

In addition, based on the DSN-MUI Fatwa No: 117/DSN-MUI/II/2018 concerning Information Technology-based Financing Services based on Sharia Principles in information technology-based financing services based on sharia principles, the parties must comply with the following general guidelines, one of which is the service provider. Information technology-based financing must not conflict with sharia principles, which include avoiding *usury*, *gharar*, *maysir*, *tadlis*, *dharar*, *zhulm*, and *haram*.

The law of using Shopee Paylater with a one-month payment deadline is permissible because there is no interest from loans with that duration. Even if there is an additional fee, it includes a handling fee that also applies to the Cash on Delivery system. The law of using Shopee Paylater with returns of 3, 6 and 12 months is not allowed because there is interest from the debt (worth 2.95%) which is adjusted to the nominal debt and the length of the return deadline so it is not classified as an administrative fee that is allowed. A fine of 5% of the amount of debt that must be paid when late return is not legally justified *syara* ' because it is classified as burdensome requirements against *muqtarid* and profitable on the part of *muqrid*. Over-giving the condition of return within a certain time is not allowed in the Shafi'i school.

In the basic concept of jurisprudence *muamalah* reference in addition to the Qur'an and Al-Hadith and *Ijma*' and *Qiyas* is the benefit

side, because basically all forms of interaction and engagement conducted by human law is mubah, in addition to things that are clearly indicated prohibition by the main source of Islamic law. In addition, legal considerations in muamalah jurisprudence are the benefit of the people for the achievement of a common goal that is mutually beneficial, for this reason, muamalah jurisprudence is seen as a scientific discipline because human development is always dynamic so that the discussion of legal issues related to muamalah is constantly evolving. If the benefits of using Shopee Paylater are analyzed, this feature provides many benefits for users because it makes it easier for users to buy a desired item and helps users who work as merchants to get capital so that expenses are minimized. But the addition of interest made for installments of 2, 3, 6 and 12 months becomes a part that is burdened by the user because the amount sometimes does not match the percentage that has been set. An additional 2.95% interest in the choice of 3, 6, and 12 installment payment methods is categorized as usury. Likewise, a 5% late fee is given in the event of late bill payment. So that the Shopee Paylater loan feature is contrary to sharia principles due to the usury.

CHAPTER V

CLOSING

A. Conclusion

Based on the discussion and analysis conducted by the author of the Shopee Paylater loan, the following conclusions can be drawn:

1. Shopee Paylater loans can be done by creating a Shopee account first, then activate Shopee Paylater by entering your identity and ID card, then verify your identity, after a while Shopee will automatically activate Shopee Paylater account and provide loans with a standard limit of 750,000. we can use the Shopee Paylater loan to checkout shopping by choosing a payment method of 1 installment or 3, 6 and 12 installments according to the amount of the bill that has been set. Usually society of Padang Sidempuan use Shopee Paylater to buy clothes, shoes, cosmetics and electronic things.
2. Sharia Economic Law Review of Shopee Paylater loans on e-commerce shows that the loan or qardh is not in accordance with Article 609 KHES. Because in the compilation of Sharia Economic Law, the borrower may provide additional payments or voluntary donations to the lender, but not agreed upon in the transaction. Whereas the purpose of Qardh itself is to help without burdening any party
3. Everything has advantages and disadvantages. Shopee Paylater makes it easy for users to shop without capital, while the losses tend to be

consumptive, resulting in users becoming shopaholics, which are always wanting to buy even though the item is not needed and not useful.

B. Suggestions

Based on research on Shopee Paylater loans in e-commerce in terms of the compilation of Sharia Economic Law, there are some suggestions as follows:

1. Shopee should not give additional interest of 2.95% in the 3.6 installment method, and 9 installments so as not to object to Shopee users who had been charged handling fees and must also incur additional costs. The purpose of Qardh is to help (tabarru') which means that it is not permissible to take excessive profits from it.
2. Shopee Paylater Syariah feature can be a recommendation for Shopee as the latest feature with an interest-free loan method that certainly uses sharia principles so that Muslims can be more awake and assured in conducting transactions following Islamic law.
3. Shopee users who use Shopee Paylater loans, especially those who are Muslim, are encouraged to be more careful in making such transactions. As Muslims must be more observant and ensure that the contract carried out does not contain elements that violate the Shari'a so that the transaction becomes valid.
4. Users are more able to control themselves so they don't go overboard in shopping using the Shopee Paylater feature and obey the rules that have been approved because in the future it can be dangerous for future users.

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- Interview with Mr. Eswin at the informant's house on February 23, 2022.
- Interview with Ms. Fatwa and Elya at the IAIN Padang Sidempuan campus on March 19, 2022
- Interview with Ms. Khofifah at the informant's boarding house on February 20, 2022.
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Interview with Mrs. Nisa at the informant's house on April 2, 2022

Interview with Ms. Lela at the lump market on March 30, 2022

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CURRICULUM VITAE



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Address : Cendana Street, Rantau Utara District Lab. Batu
Mother's Name : Suhaida
Job : Trader
Address : Sidorukun, Pangkatan District Lab. Batu

C. Educational Background

Elementary School : State Elementary School 112168 of Bilah Hulu
Junior High School : State Junior High School 1 of Bilah Hulu
Senior High School : State Senior High School 1 of Bilah Hulu
Undergraduated : State Islamic University Syekh Ali Hasan Ahmad Addary Padangsidimpuan

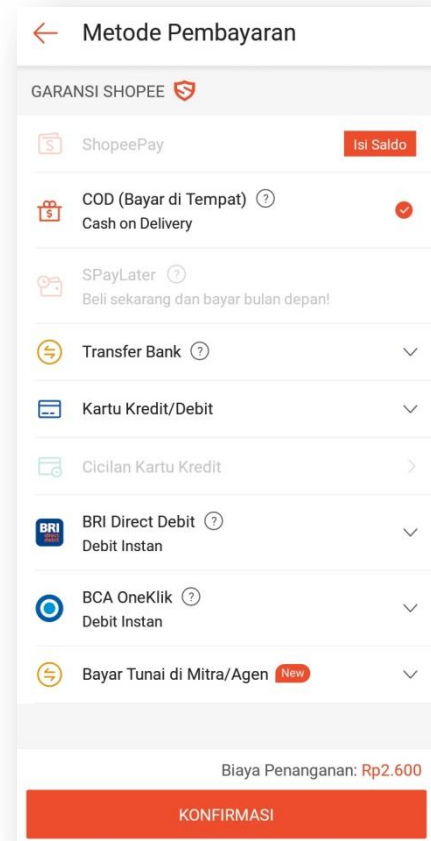
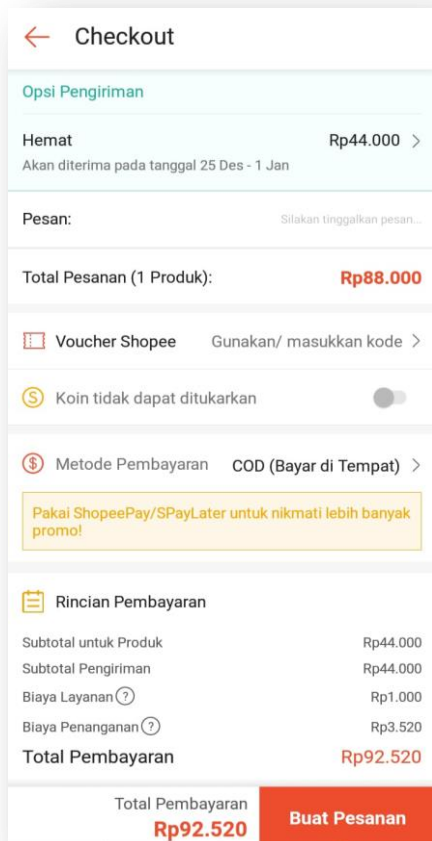
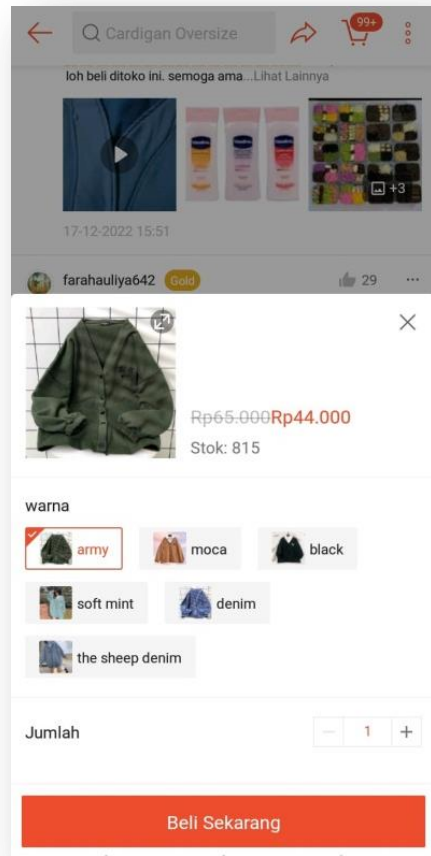
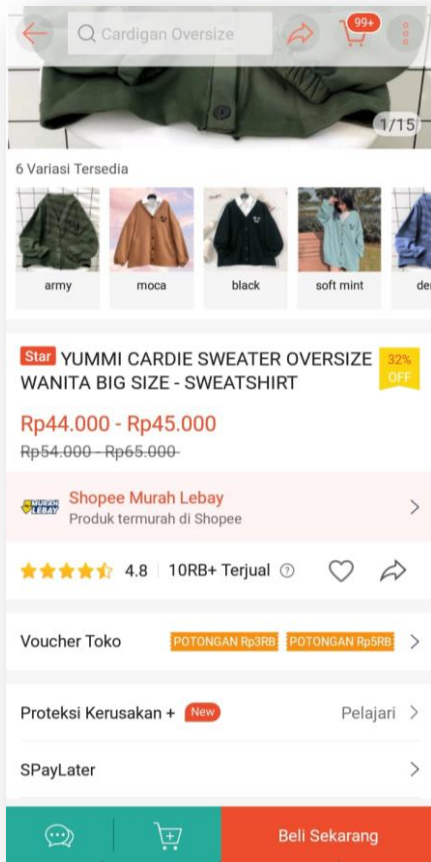
LIST OF INTERVIEWS

1. What are your reasons for using Shopee Paylater?
2. When did you start using Shopee Paylater?
3. Why are you interested in Shopee Paylater loans?
4. What is the lending procedure at Shopee Paylater?
5. What products have you bought with Shopee Paylater loan money?
6. What is the price of the product when you pay through a Shopee Paylater loan?
7. What installments do you usually choose in Shopee Paylater loans?
8. What is the interest charged when you use Shopee Paylater?
9. Do you feel objected to the interest given from Shopee Paylater?
10. Have you ever been late / overdue when using Shopee Paylater?
11. How are sanctions / reprimands given for delays in returning Shopee Paylater loans?
12. Where do you usually make Shopee Paylater payments?
13. What advantages and disadvantages do you feel when using Shopee Paylater?
14. As Muslims using Sharia products is highly recommended, what is your reason for using Shopee Paylater that is not sharia-based?


DOCUMENTATION









← Metode Pembayaran

GARANSI SHOPEE 

SPayLater (Rp750.000 Tersisa) ⓘ
Beli sekarang dan bayar bulan depan!
Dapatkan 6.545 Hoin Shopee

 **Gratis Ongkir RPO** 


Cicilan Fleksibel. Bunga Rendah


Beli Sekarang, Bayar Nanti Rp140.939
Rp750.000 Tersisa


Cicilan 3X Rp49.672/bln

Cicilan 6X Rp26.858/bln

Cicilan 12X Rp15.444/bln
Direkomendasikan

 Transfer Bank ⓘ v


 Hartu Kredit/Debit v

 Cicilan Hartu Kredit >

Biaya Penanganan: Rp2.500

KONFIRMASI

Pembayaran

 Pembayaran kamu telah disetujui SPayLater! 

Total Pembayaran	Rp 138.269
Sisa Limit	Rp 611.731
Metode Pembayaran	SPayLater

Bayar tagihan pada tanggal 11 setiap bulan

Pesanan akan ditambahkan ke tagihan SPayLater setelah kamu mengonfirmasi 'Pesanan Diterima'. Mohon bayar tagihanmu tepat waktu untuk menghindari biaya keterlambatan. [Tampilkan Transaksi Terakhir](#)

Tampilkan SPayLater

Lanjut Berbelanja

Kontrak Anda dapat dilihat melalui Menu SPayLater - Detail Transaksi setelah pesanan di konfirmasi.

← Detail Transaksi

Rp138.269

Jumlah Pesanan

Dibayar oleh	SPayLater Cicilan
Periode	3
Tanggal Dibuat	14 Feb 2022 13:55
Produk	Buy 1 Get 2 Purbasari Pore Perfecting BB Cushion
Hode Pinjaman	202202142266134160436644266 8609536000101644821696638
Hode Pesanan	220214F537E74J

← Rincian Cicilan

Rp150.506

Termasuk Biaya Penanganan

Jumlah transaksi	Rp138.269
Biaya Admin ⓘ	Rp12.237
Dibayar oleh	SPayLater Cicilan
Periode	3
Waktu Dibuat	18 Feb 2022 17:17
Produk	Buy 1 Get 2 Purbasari Pore Perfecting BB Cushion
Hode Pinjaman	1672365857671682052
Hode Pesanan	220214F537E74J



KEMENTERIAN AGAMA REPUBLIK INDONESIA
INSTITUT AGAMA ISLAM NEGERI PADANGSIDIMPUAN
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Nomor : B- 400 /In.14/D.1/PP.009/04/2022
Lamp : -
Perihal : Pengesahan Judul dan Pembimbing Skripsi
Yth. Bapak/Ibu :

5 April 2022

1. Dr. H. Fatahuddin Aziz Siregar, M.Ag
2. Dr. Ikhwanuddin Harahap, M.Ag

Assalamu'alaikum Wr. Wb.

Dengan hormat, disampaikan kepada Bapak/Ibu bahwa berdasarkan hasil sidang Tim Pengkaji Kelayakan Judul Skripsi, telah ditetapkan Judul Skripsi Mahasiswa tersebut di bawah ini sebagai berikut:

Nama : Sarah Khairani Harahap
NIM : 1810200054
Sem/T.A : VIII (Delapan) 2021/2022
Prodi : Hukum Ekonomi Syariah (HES)
Judul Skripsi : Shopee Paylater Loans Reviewed of Sharia Economic Law Compilation (Case Study in Padangsidimpuan City)

Seiring dengan hal tersebut, kami mengharapkan kesediaan Bapak/Ibu menjadi Pembimbing I dan Pembimbing II penelitian penulisan skripsi mahasiswa dimaksud.

Demikian kami sampaikan, atas kesediaan dan kerjasama yang baik, kami ucapkan terimakasih.
Wassalamu'alaikum Wr. Wb.



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Wakil Dekan Bid. Akademik

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BERSEDIA/TIDAK BERSEDIA
PEMBIMBING II

Dr. Ikhwanuddin Harahap, M.Ag
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PEMERINTAH KOTA PADANG SIDEMPUAN
KANTOR KESATUAN BANGSA DAN POLITIK DAERAH

JLN. Jend. Besar Abdul Haris Nasution PAL IV Pijorkoling

e-mail : kesbangpolkotapsp@gmail.com Telepon (0634) 21681 Fax 7366414

or : 070/ 1.190 /KKBP/2022
: Biasa
ial : Izin Penelitian

Padang Sidempuan, 19 Mei 2022

Kepada Yth,

Sdra/i

- Camat Padang Sidempuan Utara Kota
Padang Sidempuan

- Camat Padang Sidempuan Tenggara Kota
Padang Sidempuan

di-

Padang Sidempuan

1. Setelah membaca dan memperhatikan Surat Institut Agama Islam Negeri Padang Sidempuan Nomor: B-423/In.14/D.1/TL.00/04/2022 tanggal 07 April 2022 perihal mohon Izin Penelitian An. Sarah Khairani Harahap
2. Berkenaan dengan hal tersebut diatas, KEPALA KANTOR KESATUAN BANGSA DAN POLITIK DAERAH KOTA PADANG SIDEMPUAN, memberikan izin kepada:
 - AT : SARAH KHAIRANI HARAHAP
 - AL PENELITIAN : 1810200054
 - SI PENELITIAN : DUSUN IV KELURAHAN/ DESA SIDORUKUN
 - PENELITIAN : KECAMATAN PANGKATAN
 - OTA PENELITIAN : "SHOPEE PAYLATER LOAN REVIEWED OF SHARIA ECONOMIC LAW COMPILATION"
 - GGUNG JAWAB : WILAYAH KERJA KECAMATAN PADANG SIDEMPUAN UTARA, KECAMATAN PADANG SIDEMPUAN TENGGARA
 - : Tanggal 07 April S/D 31 Mei 2022
 - : 1 Satu (Orang)
 - : AHMATNIJAR, M.Ag
3. Sehubungan dengan hal tersebut, dimohon kepada saudara agar dapat membantu yang bersangkutan untuk terlaksananya Penelitian dimaksud.
4. Kepada yang bersangkutan harus mentaati segala Peraturan dan Ketentuan hukum yang berlaku, menjaga Tata Tertib, Keamanan dan Menghindari Pernyataan/ Tulisan yang dapat menyinggung Perasaan, Menghina Agama, Bangsa, Negara dan tidak mempersoalkan Pancasila dan Undang-undang Dasar 1945 serta data/ keterangan yang diperoleh atas hasil Penelitian tidak dipublikasikan dan tidak untuk dijadikan bahan menguji kebijakan Pemerintah dan setelah selesai melaksanakan kegiatan dimaksud, yang bersangkutan **berkewajiban** memberikan 1 (satu) set laporan hasil Penelitian kepada Wali Kota Padang Sidempuan Up. Kantor Kesatuan Bangsa dan Politik Daerah Kota Padang Sidempuan.
5. Izin Penelitian ini diberikan kepada yang bersangkutan pengumpulan data guna penyelesaian penulisan Skripsi pada Institut Agama Islam Negeri Padang Sidempuan.
6. Demikian disampaikan dengan ketentuan apabila yang bersangkutan tidak mentaati sebagaimana tersebut diatas, Izin ini dapat dicabut/ dibatalkan.

An. WAKIL KOTA PADANG SIDEMPUAN
KEPALA KANTOR KESATUAN BANGSA DAN POLITIK
DAERAH KOTA PADANG SIDEMPUAN



RAHMAT NIMBUL HALOMOAN, S.Pd.I
PENATA TINGKAT SATU
NIP. 19821106 201101 1 007

san;
ak Wali Kota Padang Sidempuan (sebagai laporan)
di Ahmatnijar, M.Ag (Penanggung Jawab)
g bersangkutan
o



PEMERINTAH KOTA PADANG SIDEMPUAN
KANTOR KESATUAN BANGSA DAN POLITIK DAERAH

JLN. Jend. Besar Abdul Haris Nasution PAL IV Pijorkoling

e-mail : kesbanqpolkotapsp@gmail.com Telepon (0634) 21681 Fax 7366414

IZIN WALI KOTA PADANG SIDEMPUAN
NOMOR: 070/ 1.198 /KKBP/2022

TENTANG
IZIN PENELITIAN

- : a. Undang-undang Nomor 04 Tahun 2001 tentang Pembentukan Kota Padang Sidempuan;
b. Undang-Undang Nomor 23 Tahun 2004 tentang Pemerintahan Daerah, sebagaimana telah diubah beberapa kali, terakhir dengan Undang-undang Nomor 09 Tahun 2015 tentang perubahan kedua atas Undang-Undang Nomor 23 Tahun 2014 tentang Pemerintah Daerah;
c. Peraturan Menteri Dalam Negeri Nomor 64 Tahun 2011 tentang Pedoman Penerbitan Rekomendasi Penelitian yang telah diubah dengan Peraturan Menteri Dalam Negeri Nomor 7 Tahun 2014 tentang Penerbitan Rekomendasi Penelitian;
d. Peraturan Wali Kota Padang Sidempuan Nomor: 14/PW/2015 tentang Pendelegasian Sebagian Kewenangan Wali Kota Kepada Kepala Kantor Kesatuan Bangsa dan Politik Daerah Kota Padang Sidempuan;
e. Surat dari Kecamatan Padang Sidempuan Utara Kota Padang Sidempuan Nomor: 470/143/2022 perihal Pemberian Rekomendasi Izin Penelitian;
f. Surat dari Kecamatan Padang Sidempuan Tenggara Kota Padang Sidempuan Nomor: 070/316/2022 perihal Pemberian Rekomendasi Izin Penelitian;
g. Surat dari Institut Agama Islam Negeri Padang Sidempuan Nomor: B-423/In.14/D.1/TL.00/04/2022 tanggal 07 April 2022 perihal mohon Izin Penelitian An. Sarah Khairani Harahap

MEMBERI IZIN KEPADA:

: SARAH KHAIRANI HARAHAHAP
: 1810200054
: DUSUN IV KELURAHAN/ DESA SIDORUKUN
KECAMATAN PANGKATAN
RESEARCHER PENELITIAN : "SHOPEE PAYLATER LOAN REVIEWED OF SHARIA ECONOMIC LAW
COMPILATION"
LOKASI PENELITIAN : WILAYAH KERJA KECAMATAN PADANG SIDEMPUAN UTARA,
KECAMATAN PADANG SIDEMPUAN TENGGARA
WAKTU PENELITIAN : Tanggal 07 April S/D 31 Mei 2022
JUMLAH ORANG PENELITIAN : 1 Satu (Orang)
PELAKSANA PENELITIAN : AHMATNIJAR, M.Ag

Setelah selesai melaksanakan kegiatan Izin penelitian ini dimaksud yang bersangkutan **berkewajiban** memberikan 1 (satu) set laporan hasil Penelitian kepada Wali Kota Padang Sidempuan Up. Kantor Kesatuan Bangsa dan Politik Daerah Kota Padang Sidempuan. Demikian izin Penelitian ini diberikan untuk dapat dipergunakan sebagaimana mestinya.

Ditetapkan di : Padang Sidempuan

Pada tanggal : 19 Mei 2022

An. **WALI KOTA PADANG SIDEMPUAN**
KEPALA KANTOR KESATUAN BANGSA DAN POLITIK
DAERAH KOTA PADANG SIDEMPUAN



RAHMAT HIMPUL HALOMOAN, S.Pd.I
PENATA TINGKAT SATU
NIP. 19821106 201101 1 007

san:

Wali Kota Padang Sidempuan (sebagai laporan)
a/i Camat Padang Sidempuan Utara Kota Padang Sidempuan
a/i Camat Padang Sidempuan Tenggara Kota Padang Sidempuan
a/i Ahmatnijar, M.Ag (Penanggung Jawab)
g bersangkutan
p