

Legal Protection Against Gharar in Sharia E-Commerce: A Consumer Law Analysis in Support of the SDGs

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Abstract

Objective: By comparing the principles of Islamic law contained in the fatwa of DSN-MUI Number 146/DSN-MUI/XII/2021 and Law Number 8 of 1999 concerning Consumer Protection (UUPK), this study aims to analyze the legal protection provided to consumers against gharar (uncertainty) in sharia e-commerce transactions. **Theoretical framework:** used refers to fiqh muamalah, legal principles contained in the UUPK and in the DSN-MUI Fatwa, as well as the Sustainable Development Goals (SDGs), especially the 12th and 16th SDGs. **Literature review:** Few studies explicitly address the existence and forms of gharar in sharia e-commerce and its legal consequences, most of which still focus on consumer protection from a normative point of view only. **Method:** using normative legal analysis, with legislative, conceptual, and comparative approaches, and supported by literature studies. **Results:** show that although the Consumer Protection Law does not specifically mention the use of the term "gharar", the prohibition against ambiguity, fraud, and failure to fulfill consumer rights has been accommodated with the principles of justice, transparency, and responsibility. In addition to the UUPK, the DSN-MUI fatwa emphasizes the importance of clarity of contracts, clarity of product information, and prohibition of harmful Sharia practices. **Implications:** This study highlights the need to align Sharia principles with positive law. Emphasizing the need for harmonization between sharia norms and positive law to ensure that consumer protection in Indonesia is formal and substantive, in line with Islamic justice values. **Novelty:** from this research reveals explicit regulatory loopholes in the UUPK and the disclosure of the form of gharar in the context of sharia e-commerce, which can serve as a basis for national legal policy recommendations based on Islamic principles as well as an integrative approach between sharia values, national law and global development in the context of digital consumer protection.

Keywords: gharar, consumer protection, sharia e-commerce, sdgs, legal protection.

INTRODUCTION

The rapid expansion of e-commerce has transformed consumer transactions, including within the growing market of sharia-compliant digital commerce. Sharia e-commerce seeks to integrate technological innovation with Islamic legal and ethical principles, particularly those derived from fiqh muamalah. However, the digital nature of online transactions inherently carries risks related to information asymmetry, contractual ambiguity, and

uncertainty, which in Islamic law are collectively conceptualized as *gharar*. These risks pose significant challenges to consumer protection and legal certainty, especially in jurisdictions where positive law and sharia norms operate simultaneously, such as Indonesia [1].

Indonesia has responded to the growth of digital commerce through Law Number 8 of 1999 concerning Consumer Protection (UUPK), which establishes general principles of fairness, transparency, and accountability in consumer transactions. In parallel, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa Number 146/DSN-MUI/XII/2021 to regulate sharia-compliant electronic commerce. While both legal instruments aim to protect consumers, they originate from different normative frameworks and employ distinct terminologies. Notably, the UUPK does not explicitly address *gharar*, despite regulating practices closely associated with uncertainty, deception, and lack of information disclosure [2].

Existing scholarly studies on consumer protection in sharia e-commerce largely focus on normative analyses of Islamic commercial ethics or general compliance with sharia principles. Few studies explicitly examine *gharar* as a legal risk in digital transactions or analyze how positive consumer law and sharia-based regulations interact in addressing this issue. Moreover, the intersection between sharia consumer protection and global development agendas, particularly the Sustainable Development Goals (SDGs), remains underexplored. This gap is significant, as legal protection against *gharar* directly contributes to SDG 12 (Responsible Consumption and Production) by promoting transparent and ethical market practices, and SDG 16 (Peace, Justice, and Strong Institutions) by strengthening legal certainty, justice, and institutional trust [2]. This study addresses these gaps by comparatively analyzing the UUPK and DSN-MUI Fatwa No. 146/2021 to assess the extent of legal protection afforded to consumers against *gharar* in sharia e-commerce. By adopting a normative legal approach supported by legislative, conceptual, and comparative analysis, this research aims to demonstrate how sharia principles and positive law can be harmonized to enhance substantive consumer protection. The study contributes to academic discourse by identifying regulatory limitations, clarifying forms of *gharar* in digital commerce, and offering an integrative legal perspective that aligns Islamic values, national law, and the SDGs within the context of digital consumer protection [3].

The impact of advances in information and communication technology has significantly impacted all aspects of life, including the business world. In the global economy, digital business is a major trend. A digital business is a business that uses technology in its operations to make it easy to interact with customers. The advent of digital platforms (*e.g.*, *e-commerce*, *fintech*, *etc.*), internet access, and mobile devices has significantly accelerated the evolution of digital businesses. To maintain competitiveness in a globalized market, business actors in various sectors are now starting to adopt this digital business model to connect with consumers. In addition to improving market reach and operational efficiency, these changes open up new opportunities for innovation in various sectors. Human resource development is another benefit of this digital change, and it is very important to face challenges in the era of globalization [3].

APJII (Indonesian Internet Service Providers Association) released data stating that by 2024, the number of Indonesian internet users will reach 221,563,479 people out of the total population in Indonesia in 2023. And based on the results of the penetration survey in 2024, Indonesia's internet penetration rate touched 79.5%, an increase of 1.4% compared to the previous period. The Chairman of APJII said that there has been a consistent increase in the positive trend graph of penetration, which has increased significantly in the last five years. APJII conducted a survey of internet users in Indonesia using the Indekat step-by-step random sampling method, involving 8,720 respondents from 38 provinces. This survey was conducted from December 18, 2023, to January 19, 2024, with a margin of error of 1.1% [4].



Figure 1. Internet Penetration Rate in Indonesia

Source: detik.com, data is processed.

One example of a digital platform is *E-commerce*, which utilizes digital technology to carry out the process of buying and selling goods and services. The development of *E-commerce* is closely related to the rapid growth of the internet, as it allows companies and individuals to introduce and sell their products to potential consumers around the world, making the internet an effective medium. *E-commerce* benefits manufacturers and sellers by giving consumers access to a wide range of goods and services without having to visit a store. Compared to conventional methods, e-commerce facilitates faster transactions and lower operational costs by improving the efficiency of a company's business processes. E-commerce not only changes consumer shopping habits but also provides an opportunity for businesses to expand internationally and become more competitive in an increasingly competitive market. Thanks to its accessibility, e-commerce also drives the growth of small and medium-sized enterprises (SMEs) into the digital market, which significantly increases their sales potential [5].

Based on Market Insight statistical data, in Indonesia, the use of *E-commerce* reached 178.94 million users in 2022. Then, in 2021, the number of users reached 158.65 million, which means that there was an increase of 12.79%. E-commerce users in Indonesia are expected to reach 196.47 million in 2023, and by 2027, this figure will continue to increase. Although digital use and utilization continue to grow, the level of digital literacy in Indonesia is still relatively low. The digital literacy index increased from 3.49 to 3.54 points in 2022. Senior Economist at INDEF Aviliani stated that Indonesia's digital literacy rate is only 62%, the lowest among ASEAN countries, which averages around 70% [6].

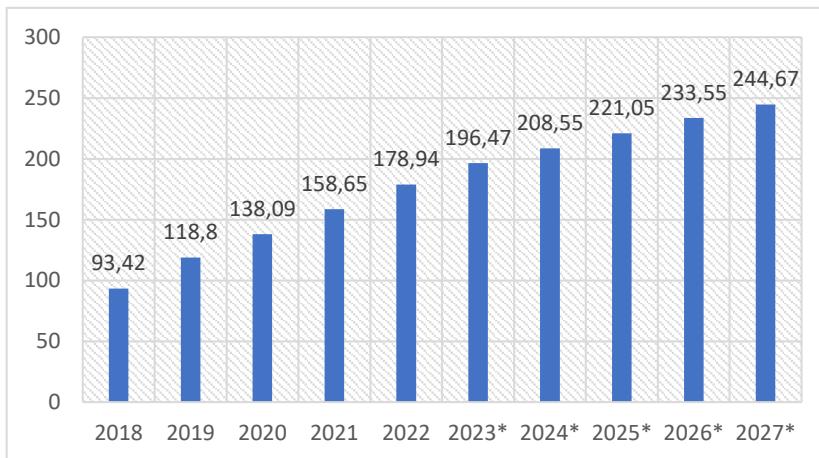


Figure 2. Number of E-commerce Users in Indonesia

Source: ABPN Public Thematic Analysis, data processed

In the Sharia economic sector, *E-commerce* Sharia is present as a solution for Muslim people who want to transact online without violating the principles of Islamic law. However, behind the ease and speed of digital transactions, various legal issues threaten certainty and protection for consumers, especially related to the element of gharar or ambiguity in the object, price, or transaction contract. This will create a risk of violating consumer rights, which can lead to potential losses for consumers [7]. For people to protect themselves from such risks, it is very important to raise their awareness of their rights as consumers in the context of Islamic e-commerce transactions. From the perspective of Islamic law, gharar is an element that should be avoided in transactions because it can cause uncertainty that can be detrimental to one of the parties. Therefore, the National Sharia Council-Indonesian Ulema Council (DSN-MUI), through its fatwa, has established the principles of the prohibition of gharar to ensure justice in muamalah, including in the context of electronic buying and selling. On the other hand, Law No. 8/1999 on Consumer Protection as a national legal instrument also regulates the rights of consumers to obtain precise, clear, and non-misleading information about the products offered [8].

On a global level, *Sustainable Development Goals* (SDGs) emphasize the importance of consumer protection as a vital component in inclusive and sustainable economic development. In line with the goals of the 12th SDGs, encourage responsible consumption and production practices, including transparency and honesty. On the other hand, the goals of the 16th SDG emphasize the need to have strong legal institutions and access to justice for all parties, including consumers, in the digital market. Examining consumer protection against harmful practices, especially in the context of Sharia e-commerce transactions, is becoming increasingly relevant today. Assess the extent to which the Indonesian legal system can adapt to new challenges in digital transactions based on justice. It is important to consider the extent to which the universal principles embodied in the Sustainable Development Goals (SDGs) are in line with national and Sharia legal norms [9].

The normative purpose of these two legal systems (Islamic law through the DSN-MUI Fatwa and national law through the Consumer Protection Law) is to protect consumers from harmful practices. However, the question arises, to what extent does the concept of gharar as an element that is prohibited in fiqh muamalah apply and provide legal protection in the realm of positive law in Indonesia? Does the national legal system provide legal protection to consumers from gharar in Sharia e-commerce? And what are the juridical implications of this norm dualism in the practice of digital consumer protection and its relation to the achievement of the SDGs, especially in the 12th and 16th goals? [10]. Therefore, this study aims to analyze the concept of legal protection for consumers from gharar in sharia e-commerce transactions from a legal point of view, from the perspective of DSN-MUI Fatwa No.146/DSN-MUI/XII/2021 concerning *online shops* based on sharia principles and Law No. 8 of 1999 concerning Legal Protection. This research is important because it highlights how sharia principles and national laws and regulations must be harmonized to establish a fair and equitable consumer protection system, especially in the rapidly evolving digital era [11].

LITERATURE REVIEW

In previous research, it was found that the effectiveness of the law in protecting consumers was determined by society's compliance with the law, which indicated the overall effectiveness of the law in regulating behavior. Civil law explains that the principle of Absolute Liability (*Strict Liability*) in the Consumer Protection Law protects consumers from harmful products, while in criminal law, Law No. 8 of 1999 concerning Consumer Protection outlines the responsibilities of business actors to ensure clear legal consequences for their products. This highlights the importance of legal compliance and the role of law in protecting consumer rights [12].

In his study in 2023, Suhandi also analyzed the DSN-MUI fatwa No.146/DSN-MUI/IX/2021. In his research, he highlighted that business actors and consumers must

apply Sharia principles in online transactions. To gain trust and loyalty from Muslim consumers, he emphasized the importance of using sharia principles in online transactions, emphasizing halal products, transparency, and fairness. It provides guidance for conducting transactions by Sharia and emphasizes ethical operations [13].

Previous research analyzed Law Number 8 of 1999, which aims to increase consumer awareness and ensure legal certainty in e-commerce transactions. The study focuses on the legal obligations of sellers, buyers, banks, and internet service providers. However, the study lacks an in-depth look at aspects of Islamic law, especially the prohibition of gharar or uncertainty in transactions, which are relevant in Sharia e-commerce. This study suggests that further studies integrate Sharia perspectives into digital consumer protection in Indonesia [11]. Yuliana, in her study, discusses the legal protection of consumers in e-commerce transactions on TikTok, focusing on Law Number 8 of 1999 and government regulations. This study shows that business actors are subject to absolute liability, and TikTok has adjusted its policies accordingly. The study highlights gaps in research on aspects of Islamic law and the effectiveness of consumer protection on social media platforms, and emphasizes the need for further analysis and empirical evaluation [14].

In a study conducted by Saefudin Junior and Sukma Muliya, they analyzed how legal protection is provided to consumers who suffer losses due to inaccurate product information, especially in sales practices through social media platforms. This research is based on Law No. 8 of 1999, which emphasizes the right of consumers to obtain accurate, clear, and honest information. Using a normative legal approach and descriptive analysis, this researcher highlights that business actors who do not fulfill their information obligations can be subject to sanctions. The research gap lies in the lack of studies on the effectiveness of sanctions enforcement against digital business actors and the discussion of protection mechanisms in the Islamic economy [15].

The study conducted by Novita and her team in 2022 focused on the responsibilities of business actors based on Article 7 paragraph (g) of Law No. 8 of 1999 concerning Consumer Protection. In this article, it is emphasized that business actors are obliged to compensate consumers if the goods or services provided do not meet the agreed that has been set. The research gap lies in the lack of discussion on the effectiveness of compensation mechanisms and the absence of sharia-based protections, such as the prohibition of uncertain transactions [16]. Anwar et al, in their study, compared the effectiveness of Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the Compilation of Sharia Economic Law (KHES) in online sales transactions. The study found that the legal protection of the UUPK was not fully effective due to violations of consumer rights, such as unclear information and the right to goods. KHES provides sharia-based protection through khiyar rights, which allow consumers to cancel or continue contracts. The research gap lies in the lack of analysis of the mechanism for the implementation of khiyar rights in modern e-commerce practices [17].

Sari, in her research, examines consumer protection in muamalah transactions from the perspective of Islamic law, focusing on the principles of justice, balance, and transparency. This study uses a qualitative approach and refers to Islamic legal sources such as the Qur'an, Hadith, and fatwas to affirm that the prohibition against gharar (uncertainty), riba (interest), and tadlis (fraud) is an explicit form of consumer protection in fiqh muamalah. However, this study does not have a direct relationship with Indonesia's national legal system, such as Law Number 8 of 1999 concerning Consumer Protection (UUPK), and does not examine the harmonization of gharar in positive law, especially in e-commerce transactions [18].

Lambi and Siswani, in their study, examined legal protection for consumers in e-commerce transactions, focusing on the opportunities and challenges arising from digital developments. This study uses a normative legal approach and examines the implementation of regulations from Law Number 8 of 1999 concerning Consumer Protection, Law Number 7 of 2014 concerning Trade, and Law Number 19 of 2016

concerning Electronic Information and Transactions. The results of the study show that legal protection is regulated normatively through various regulations and consumer education. However, there are research gaps that highlight how Islamic legal principles can be integrated with national legal protection systems, especially in transactions involving uncertainty. More research is needed to create a responsive, fair, and adaptive legal protection system [19].

From several previous studies, it is shown that most of them still focus on positive legal approaches, especially Law Number 8 of 1999 concerning Consumer Protection (UUPK). Until now, no in-depth research has been conducted to examine and harmonize the concept of the prohibition of *gharar* in *fiqh muamalah* with the principles of consumer protection in the UUPK. However, when it comes to transparency and clarity of information, they have a lot in common. Therefore, by conducting a legal analysis of the possibility of integration between Islamic legal norms and national legal provisions, especially in the case of *sharia-compliant e-commerce* transactions, this study aims to close the gap.

METHODOLOGY

This study employs a normative legal research approach aimed at analyzing the concept of legal protection for consumers against *gharar* in *sharia-based e-commerce* transactions. Normative legal research is appropriate for this study because it focuses on examining legal norms, principles, doctrines, and regulations that govern consumer protection and Islamic commercial practices. The research emphasizes a doctrinal analysis of laws and legal concepts rather than empirical measurement, allowing for a systematic evaluation of the coherence between positive law, *sharia* principles, and sustainable development objectives [20].

The data used in this research are derived entirely from secondary sources, which are classified into primary, secondary, and tertiary legal materials. Primary legal materials include binding legal instruments, most notably Law Number 8 of 1999 concerning Consumer Protection, which serves as the central statutory framework for assessing consumer rights and legal safeguards in Indonesia. In addition, this study examines relevant provisions of electronic commerce regulations and general principles of contract law insofar as they relate to uncertainty (*gharar*) in transactions. From the perspective of Islamic law, the research incorporates *fatwas* issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), which provide authoritative guidance on permissible commercial conduct, transparency, and fairness in *sharia-compliant* transactions [20].

Secondary legal materials consist of textbooks, peer-reviewed journal articles, and scholarly commentaries that discuss consumer protection law, Islamic commercial jurisprudence, *gharar*, and *sharia e-commerce*. These materials are used to construct a theoretical framework that links legal protection, ethical business conduct, and sustainable economic development. Tertiary legal materials, such as legal dictionaries, encyclopedias, and indexing materials, are utilized to clarify terminology and ensure conceptual consistency throughout the analysis. The data collection technique is conducted through library-based research, involving the systematic identification, classification, and examination of relevant legal materials. The collected data are then analyzed using qualitative legal analysis, including statutory interpretation, conceptual analysis, and comparative reasoning between positive law and Islamic legal principles. Particular attention is given to identifying areas of convergence and divergence between consumer protection norms under Law No. 8 of 1999 and *sharia* prohibitions against *gharar* [21].

To strengthen the contemporary relevance of the study, the analysis is framed within the Sustainable Development Goals (SDGs), especially SDG 8 (Decent Work and Economic Growth), SDG 9 (Industry, Innovation, and Infrastructure), SDG 12 (Responsible Consumption and Production), and SDG 16 (Peace, Justice, and Strong Institutions). The

methodology assesses how effective legal protection against gharar in sharia e-commerce contributes to fair market practices, consumer trust, legal certainty, and inclusive economic growth. By integrating the SDGs framework, this research positions consumer protection not only as a legal obligation but also as a strategic instrument for achieving sustainable and ethical digital economic development [21].

RESULTS AND DISCUSSION

Gharar Concept

Etymologically, the meaning of the word gharar can be translated as (*Al-Khathr*), which means risk, can also be interpreted as (*al-mukhatharah*), which means betting, and (*al-Jahalah*), which means ambiguity. Imam Jurjani said that gharar is (*Majhul al-'Aqibah*), which means the results are unclear [21]. In Islamic law, gharar is a term used to describe the existence of ambiguity or uncertainty in a transaction that can make one party feel threatened or harmed. This practice is prohibited because it contains risks, uncertainties, or elements of luck that can be detrimental and have the potential to cause financial losses and injustice to other parties [22].

Terminologically, scholars have different definitions of gharar, including Imam Syarkhasi of the Hanafiyyah school, Imam Malik, and Ibn Taymiyah. Imam Syarkhasi defines gharar as something whose outcome is unclear, while Imam Malik refers to the buying and selling of objects that do not yet exist, such as buying and selling animals that run away from their owners or calves that are still in the womb [23]. Ibn Taymiyyah, on the other hand, saw gharar as an unknown consequence (*the unknown consequences*) [24].

In the DSN-MUI fatwa, there is no specific fatwa regarding the explanation of this gharar. However, the DSN-MUI Fatwa No.146/DSN-MUI/XII/2021 concerning *Online Shops* Based on Sharia Principles explains several provisions so that transactions in *online shops* or *e-commerce* become legal. First, the provisions related to *Sighat al-'Aqd*:

1. *Sighat al-'Aqd* in the *Online Shop* must be stated firmly and clearly and understood by the parties. This means that for the parties to know the rights and obligations that must be done, in the online shop, the provisions must be clearly stated and understood by the seller and buyer.
2. Ijab occurs when the Trader offers and markets goods and/or services. Ijab is considered to occur when traders make offers to buyers, display and explain goods or services in detail through the online shop platform.
3. Qabul occurs when the Customer declares the purchase of the goods or services offered. When consumers make purchases through online stores and clearly state their desire to buy the products or services offered, then the qabul process occurs.
4. Ijab qabul is carried out in one Akad Assembly through the means available in the *Online Shop* Platform. Online store platforms provide a space or virtual contract assembly where a series of actions are carried out to complete the ijab and qabul process. Customers and traders communicate using the facilities available on the platform to complete transactions and ensure a deal when the contract is formed.
5. Traders in offering goods to Customers may not commit actions that are against Sharia, including prohibiting *tadlis*, *tanajusy/najsy*, and *ghisysy*. Traders are expected to be honest and fair in selling goods or services to consumers. Everything contrary to Sharia principles must be avoided in their business activities.
6. In the offering of goods, the merchant is obliged to:

Table 1. Trader's Obligations

Explanatory Aspects	Form of Explanation that must be submitted by traders
Mabi' Criteria	Clearly explain the specifications of the goods (e.g., type, specifications, and conditions)
Price (<i>Tsaman</i>)	Clearly and transparently state the price
Shipping Costs	Explain shipping costs (if any)
Submission Time	Describe the estimated time of arrival or receipt of goods.

DSN-MUI Fatwa Number 146/DSN-MUI/XII/2021 has an important role in regulating the way of forming contracts or agreements in online transactions that are in line with Islamic economic principles. The main purpose of this fatwa is to ensure openness, clarity, and fairness in every transaction, so that principles such as *sighat al-'aqd* are strongly emphasized. Business actors are required to act honestly and by Islamic economic principles. This includes providing clear and easy-to-understand information about the goods or services being sold, as well as details about the terms, costs, delivery, and availability of the goods. Thus, sellers provide customers with the opportunity to make the most informed decisions by the principles of Islamic economics, which emphasize sustainability and mutual prosperity. This approach supports economic development based on Islamic principles and meets ethical and fair standards in the business world.

Second, *the terms of the Online Shop*:

Table 2. Online Shop Terms

Yes	Online Shop Terms
1	The seller and buyer must execute a sale and purchase agreement.
2	The goods or services offered must be by Sharia provisions and applicable laws and regulations.
3	Price payments can be made by the agreement using methods by Sharia principles and applicable regulations (transfer, electronic money, or cash at retail outlets).
4	In the case of mabi' in the form of physical goods, the delivery can be done directly by the seller to the buyer, or can also use an expedition service provider.
5	If the delivery of mabi' is carried out by an expedition service provider, an ijarah contract must be made between the expedition service provider and the seller or buyer according to the agreement.
6	If the mabi' received by the buyer does not match the description at the time of the contract, the buyer has khiyar rights.
7	If the mabi' is damaged due to negligence (<i>al-taqshir</i>) or violation of the boundary (<i>al-ta'addi</i>) by the expedition service provider during delivery, then the delivery service provider is obliged to be responsible for the damage.

Third, the *Online Shop mechanism*:

1. The Merchant offers goods and/or hours of nominal price to the Customer through the *Online Shop Platform*;
2. The customer accepts the offer and buys it at the agreed price;
3. The buyer pays the price according to the agreement in ways that are by sharia principles and applicable laws and regulations, including transfer, using electronic money, or cash at the Retail Outlet.

4. Once the sale and purchase agreement is made, the Seller:
 - a. Sending goods to the Buyer either directly or indirectly (using the services of the Expedition Provider), in the case of *Mabi'* in the form of goods; and
 - b. Sending proof of right to services to the Buyer either directly or indirectly (using the Expedition Service Provider), in the case of *Mabi'* in the form of services.
5. The Expedition Service Provider, on behalf of the Seller, sends goods and/or services to be delivered to the Buyer [\[25\]](#).

In this fatwa, emphasis is placed on the importance of maintaining transparency and fairness in every commercial transaction, especially in online transactions. Sharia principles, which require fairness and transparency in all economic transactions, are implemented through strict prohibitions against practices that violate Sharia law, such as fraud, concealing product defects, and taking advantage of the urgent needs of customers. In addition, the regulations governing the ijab and qabul process carried out through online shop platforms emphasize the importance of ensuring that transactions are carried out in a manner that is by Sharia law [\[26\]](#). Online shopping platforms not only function as a tool to facilitate transactions by Sharia values, but also function as a channel of communication and transactions that are in line with Islamic economic principles. These principles emphasize sustainability, stability, and fairness in all economic activities as well as comprehensive protection of consumer rights. Thus, these provisions strengthen the foundations of a resilient and sustainable Islamic economy, while creating a fair and moral climate for the business world [\[27\]](#).

Then, in the DSN-MUI Fatwa No.110/DSN-MUI/IX/2017 concerning Sale and Purchase Contracts, it is explained certain conditions are explained so that the transactions carried out are valid according to sharia provisions, especially for *mutsman* or *mabi'* (goods or objects that are traded). The provisions are as follows:

1. Mabi' Form

To emphasize how important it is to have a clear ownership status before an object is sold, the condition of the goods or rights must belong to the seller in full (*Al-Milk Al-Tam*). *Hatsman/mabi'* can be in the form of physical goods or rights (*Intangible Asset*) [\[28\]](#).

2. Shariah Qualification

The object of sale and purchase (goods or services) must be able to be used by Sharia, be allowed to be traded under Islamic law, and not contradict Indonesian laws and regulations. This means that illegal or legally prohibited goods cannot be a legitimate object of buying and selling [\[29\]](#).

3. Object Existence and Certainty

The object of sale and purchase must be real (*manifest*), clear, and transferable (*maqdur 'ala al-taslim*).

Especially in the contract of salam (payment in advance, goods are delivered later) or istishna' (buy and sell by order), the delivery can be made during the contract or at a predetermined period [\[30\]](#).

4. If Mabi' is in the form of a right

If the object of sale and purchase is in the form of rights, such as intellectual property rights, the transaction must be subject to the applicable provisions in the MUI Fatwa No. 1/MUNAS VIII/2005 concerning the Protection of Intellectual Property Rights and by national laws and regulations. This includes the condition that the right has been legally recognized and is legally transferable to another party [\[31\]](#). This emphasizes the importance of clarity, ownership, legality, and Sharia compliance in determining the legality of an item or right as the object of a transaction. The provision also aims to avoid the element of gharar

(ambiguity) in buying and selling [32]. Law No. 21 of 2008 concerning Islamic banking also explains, gharar is a transaction whose object is unclear, not owned, unknown, or cannot be handed over at the time the transaction is made unless otherwise regulated in sharia [33].

Legal Protection for Consumers

Legal protection is the government's effort to protect society from actions that violate the law or harm individual rights [34]. This protection measure is carried out through various means based on applicable laws or regulations to protect the rights of citizens, including from unjust actions by the government [35]. The state must enforce the law by protecting consumers through the applicable preventive and repressive laws, whether written or unwritten. In addition, the state is authorized to intervene in economic activities that include the implementation, regulation, and supervision of market activities [36]. In the Qur'an, Surah An-Nisa' verse 59, it is explained that the government can be involved in the Islamic economy:

يَأَيُّهَا الَّذِينَ ءَامَنُوا أَطِيعُوا اللَّهَ وَأَطِيعُوا الرَّسُولَ وَأُولَئِكُمْ أَلَّا مُرْبَرٌ مِنْكُمْ فَإِنْ تَنْزَعُمُ فِي شَيْءٍ فَرْدُوْهُ إِلَى اللَّهِ وَالرَّسُولِ إِنْ كُنْتُمْ تُؤْمِنُونَ بِاللَّهِ وَالْيَوْمِ أَلْءَ اخْرِ ذَلِكَ حَيْزٌ وَأَحْسَنُ ثَوْبًا

"O you who have believed! Obey Allah and obey His Messenger (His), and Ulil Amri (ruler) among you. Then, if you disagree about something, return it to Allah (the Qur'an) and the Messenger (the Sunnah), if you truly believe in Allah and the Day of Resurrection. That is more important (to you) and better the result."

There are two categories of legal protection for citizens, namely preventive and repressive protection. Preventive protection aims to prevent problems or disputes from arising, while repressive protection focuses on resolving problems or disputes that have occurred. This legal protection is based on the principles of recognition and protection of dignity and human rights, as stipulated in Pancasila and the Constitution [36]. Legal protection for online-based buying and selling transactions is an essential aspect, especially in the context of consumer protection, considering the high number of cases that harm the buyer [37]. These cases are generally related to a mismatch between the goods received and the information offered, or even the non-receipt of goods after payment has been made. This phenomenon reflects the existence of default by business actors, which has implications for consumer losses as the aggrieved party in the legal relationship [38].

Islamic law emphasizes the need for clear product specifications, including quality, color, benefits, size, and materials used to prevent gharar (fraud) in buying and selling transactions. This arrangement is important because accurate information is indispensable for consumers to determine whether a product fits their needs or not [39]. Article 3 of Law No. 8 of 1999 concerning Consumer Protection (UUPK) serves as the main legal basis in consumer protection efforts:

- a. Increase consumer awareness, ability, and independence to protect themselves.
- b. Increase the dignity and self-esteem of consumers by preventing them from the negative impact of the use of goods or services.
- c. Improve the ability of consumers to choose, determine, and demand their rights as consumers.
- d. Creating a consumer protection system that guarantees legal certainty, transparency of information, and access to information.
- e. Fostering awareness among business actors about the importance of consumer protection so that an honest and responsible attitude in doing business grows.

The urgency of legislation to protect consumers is critical, especially for those who transact online. Here are some examples of violations of consumer rights in e-commerce transactions carried out by the Company or manufacturer, which is also regulated in Article 4 of the Consumer Protection Law:

1. Based on Article 4 paragraph (b), manufacturers must provide products that comply with the specifications promised in e-commerce transactions, and consumers have the right to choose goods/services based on the exchange rate, terms, and guarantees offered [40].
2. According to Article 4, paragraph (c), consumers have the right to receive honest, transparent, and accurate information regarding the terms and conditions of goods or services. To enable consumers to make informed decisions when shopping, business actors involved in e-commerce transactions are required to provide such information.

Article 7 of the Consumer Protection Law also states that this Law not only regulates consumer rights, but also establishes responsibilities for business actors, including providing legal protection to consumers involved in e-commerce transactions. As listed:

1. By Article 7 paragraph (b), business actors are required to provide accurate, transparent, and honest information about the condition, warranty, and maintenance of goods or services so that consumers can make the right decision when making purchases.
2. Business actors must also ensure that the goods or services produced or traded meet the applicable quality standards and ensure that the goods sold to customers are in decent conditions as stipulated in Article 7, paragraph (d).

Legal Principles in Law No.8 of 1999 Concerning Consumer Protection

Law No. 8 of 1999 on Consumer Protection (UUPK) contains several principles that are the basis for consumer protection in Indonesia. These principles are explicitly contained in Article 2 of the UUPK and reflect the legal values that are to be upheld in the relationship between business actors and consumers. Here are the basics it contains:

1. Benefit Principle

The main goal is to build a healthy, transparent, and mutually beneficial trading system for all parties. Consumer protection aims to support both the beautician and the seller as much as possible.

2. The Principle of Justice

Business actors and consumers must be treated fairly, equally, and proportionately by their respective rights and obligations.

3. The Basics of Balance

The balance between the interests of business actors and consumers must be maintained so that no party feels unfairly disadvantaged.

4. Principles of Consumer Security and Safety

Consumers have the right to feel safe when making purchases or using goods or services. Products in circulation must be free from hazards that can threaten the safety, health, and even life of consumers.

5. The Principle of Legal Certainty

Every transaction made must be based on clear and enforceable rules. By exercising their rights and responsibilities, buyers and sellers can provide legal certainty in their relationship by complying with and enforcing legal regulations. This guarantees that the law will protect the rights of consumers [41].

Principles in DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021

This fatwa contains some basic principles or principles that are used as the basis for the implementation of online buying and selling by Islamic law [42]. Although it is not always referred to in general terms as "principles", it can be drawn normatively from the considerations, fatwa formulations, and sharia principles used in the content of fatwas. The following are the principles contained in the DSN-MUI Fatwa No. 146/2021:

1. Basics of Shariah Compliance

The implementation of this principle is the prohibition of *gharar* (ambiguity), *riba*, *tadlis* (fraud), *najassy* (false offer), and *ihtikar* (hoarding). In terms of contracts, transaction objects, advertising, and payment methods must be by Sharia principles.

2. Principles of Honesty and Transparency

This principle strictly prohibits fraud. The seller must provide clear information about the product or service offered, including the specifications of the goods, prices, condition of the goods, shipping costs, and delivery times.

3. The Principle of Willingness

The condition of a valid transaction is when the transaction is carried out voluntarily, without coercion, manipulation, or exploitation of information. The buyer and seller must both understand and agree to the terms of the transaction.

4. The Basics of Justice and Balance

This principle explains that the rights and obligations of business actors (sellers or platform providers) and consumers must be carried out fairly. Consumers have the right to get their rights in full and on time, and sellers must not take excessive profits (tyranny).

5. The Basis of Certainty of the Contract

To avoid the element of *gharar* that occurs in online transactions, this fatwa explains the importance of clarity of the contract, both the type of contract used (*bai'*, *ijarah*, *wakalah*, *salam*, *istishna'*, and others) and the clarity of the elements of the contract such as the object, price, and time of delivery.

6. Principle of Responsibility

In addition to providing solutions in the event of customer complaints or losses, business actors and platform providers are obliged to be responsible for the goods, services, transaction systems, and information they offer.

7. Consumer Protection Principles

In addition, this fatwa emphasizes the importance of protecting the rights of consumers from all forms of fraud, exploitation of information, inappropriate products, and delayed delivery. Protecting the assets and interests of the community in line with *maqashid al-shariah* [43].

The Relationship of Sharia Consumer Protection with the Sustainable Development Goals (SDGs) in a Systematic Manner

Although the Sustainable Development Goals (SDGs), especially goal 12, which focuses on responsible consumption and production, and goal 16, which emphasizes strong legal institutions and access to justice, have been linked to consumer protection in sharia e-commerce, most of the discussions that exist today are still normative and have not shown practical and applicable connections. However, it is important to underline the need to demonstrate a more tangible and measurable relationship between the actual achievement of the SDGs and the principles of Sharia law, such as the prohibition of *gharar*.

In the 12th Sustainable Development Goals (SDGs), there is an emphasis on the need to improve transparency, resource efficiency, and provide clear information to consumers regarding responsible consumption and production. In this context, efforts to establish consumption patterns based on justice and openness are fully supported by transactions in sharia e-commerce that are free from gharar elements. Sharia law, for example, requires that contracts be drafted, products accurately described, and costs and shipping methods communicated transparently, which is also in line with the goals of SDGs 12.6 and 12.8.

Meanwhile, the 16th Sustainable Development Goals (SDGs) emphasize the importance of inclusive, accountable, and efficient legal institutions. Two indicators in this case are access to justice for all parties and protection for vulnerable groups, such as digital consumers. In this context, the goals of SDGs 16.3 (law enforcement) and 16.6 (institutional transparency and accountability) are in line with legal systems that can address gharar abuse and compensate consumers or khiyar rights. In addition, the harmonization between the UUPK and the DSN-MUI Fatwa also indirectly supports the creation of a fair and accountable digital transaction system. Thus, it can be concluded that the integration of Sharia law and positive law in consumer protection is not only relevant at the national level but also contributes to the global agenda for inclusive and sustainable growth.

The analysis demonstrates that legal protection against gharar in sharia e-commerce in Indonesia operates through a dual normative framework consisting of Islamic law, represented by DSN-MUI Fatwa No. 146/2021, and positive law, embodied in Law No. 8 of 1999 on Consumer Protection. Although the Consumer Protection Law does not explicitly mention gharar, its substantive principles—such as transparency, fairness, legal certainty, and consumer safety—functionally address the risks arising from uncertainty, misleading information, and contractual ambiguity in digital transactions. This indicates a substantive convergence between sharia principles and national consumer law. From the perspective of Islamic law, gharar is prohibited because it undermines justice and exposes one party, particularly consumers, to potential harm. The DSN-MUI fatwa responds to this risk by requiring clarity of contracts, accurate product descriptions, transparent pricing, and explicit delivery mechanisms. These provisions aim to eliminate information asymmetry and reinforce ethical business conduct in digital marketplaces. The emphasis on sighthat al-‘aqd, honest disclosure, and khiyar rights strengthens consumer autonomy and contractual balance, especially in online environments where physical verification of goods is impossible.

However, the analysis also reveals a regulatory gap caused by the limited binding force of fatwas within the formal legal system. While sharia norms provide ethical and substantive protection, enforcement mechanisms remain dependent on national law. This normative dualism may weaken consumer protection when disputes arise, highlighting the urgency of harmonizing sharia principles with statutory regulations to ensure both formal and substantive justice. Within the Sustainable Development Goals framework, effective protection against gharar directly supports SDG 12 (Responsible Consumption and Production) by promoting transparent, ethical, and informed consumer behavior in digital markets. It also contributes to SDG 16 (Peace, Justice, and Strong Institutions) by strengthening legal certainty, access to justice, and institutional accountability in e-commerce governance. By integrating sharia values with national consumer law, Indonesia can advance a sustainable digital economy that protects consumers, fosters trust, and aligns ethical commerce with global development objectives.

CONCLUSION

In Indonesia's positive legal system, the concept of gharar in fiqh muamalah refers to uncertainty and the possibility of fraud in transactions has significant relevance, especially in the context of consumer protection in sharia *e-commerce* transactions. Although the term "gharar" is not specifically mentioned in Law Number 8 of 1999 concerning Consumer Protection (UUPK), the basic principles of the UUPK such as the principles of legal

certainty, balance, and consumer security and safety have taken into account the prohibition against actions that may harm consumers, such as providing misleading information, failure to deliver goods, and non-compliant products. These results show that sharia principles and national law have many similarities in providing legal protection for consumers. However, there are still problems related to implementation and normative binding force due to the normative dualism between the DSN-MUI fatwa and Indonesian positive law, especially when there are disputes in the formal legal system. To strengthen the normative and institutional aspects of DSN-MUI fatwas, it is necessary to establish technical standards for Sharia transactions and their integration into positive laws and regulations. To ensure that the implementation of the sharia consumer protection system can be carried out effectively and fairly, consistent efforts are also needed to encourage harmonization between the principles of Islamic law and laws and regulations. Increasing legal and Sharia literacy among consumers and business actors is also needed for optimal legal protection in Sharia e-commerce transactions. As a result, the consumer protection system can function as a form of justice and benefit as desired by *maqāsid al-syarī'ah* in the context of a sharia-based digital economy, in addition to being a legal tool. Not only is it relevant at the local level, but the integration between sharia law and national law also plays a role in achieving the Sustainable Development Goals (SDGs). The principles contained in the fatwa and UUPK support the implementation of SDG 12 related to responsible consumption and production, as well as SDG 16, which emphasizes the need for inclusive legal institutions and access to justice for all people. Therefore, coordinated efforts are needed from the government, fatwa institutions, the private sector, and the community to achieve these goals.

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Author Contribution

All authors contributed substantively to this study, including conceptualization, legal analysis, data interpretation, and manuscript preparation. Responsibilities were shared collaboratively to ensure academic rigor, coherence, and compliance with ethical and methodological standards principles.

Conflicts of Interest

The authors declare no conflicts of interest regarding the study entitled Legal Protection Against Gharar in Sharia E-Commerce. The research was conducted independently, without financial, institutional, or personal influences affecting objectivity or integrity.

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