

## The Practice of Account Payable and Receivable in the ShopeePay Later System According to Hanafi and Shafi'i *Madzhab*

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## Introduction

In Islam, the practice of debts and credits, or lending and borrowing, is referred to as *al-qardh*. In language, debt and credit are *al-qath'u*, which means cutting. Meanwhile, the property handed over to the debtor is called *al-qardh*. According to sharia, debt is a means of worship to get closer to Allah Swt. Any debt that provides a benefit or excess is usury. Debt contracts care for people, help them with their affairs, and facilitate the necessities of life.

A loan agreement is not a means of earning income. According to the *fiqh* principle, "every debt that brings benefit is usury", meaning that the debtor must not return anything to the lender except what he has borrowed or something similar. The scholars agree that *qiradh* should not be linked to conditions that add to uncertainty or contain elements of fraud.<sup>1</sup> In this case, the debtor gives more than the loan repayment for personal needs, but if there is no element of addition in the repayment, then the borrower may repay the debt with something of better quality than what he owes, in other words, the debtor can exceed what he should return to the debtor as a sign of gratitude or so on.

Some arguments explain about debt and credit, as long as it aims to help or reduce distress, the law is *jaiz* or permissible. As Allah Swt. says in surah Al-Baqarah verse 245:

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

"Who is it that would loan Allah a goodly loan so He may multiply it for him many times over? And it is Allah who withholds and grants abundance, and to Him you will be returned".

Online businesses (e-commerce) are examples of buying and selling businesses in electronic media, where buyers and sellers do not meet face to face. In comparison, the marketplace is a third-party place where sellers promote their goods, and sellers receive money if the buyer has received the goods.

The marketplaces in Indonesia are very diverse. One of which is in great demand by the public is Shopee. Shopee is one of the marketplaces created by PT Lentera Dana Nusantara, which uses a payment method using bailout funds from related application companies. Then, the user pays the bill to the application company so that active shopee users will get the convenience of shopping in the form of an initial zero percent loan without a minimum transaction, and the loan provided can only be used to buy products at shopee within 30 days.<sup>2</sup>

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<sup>1</sup> Ibnu Rusyd, *Bidayatul Mujtahid Wa Nihayatul Muqtaashid* (Jakarta: Pustaka Al-Kautsar, 2016), 439.

<sup>2</sup> Shopee, "SPayLater Bagi Penjual," Shopee, 2024, <https://seller.shopee.co.id/edu/article/19954>.

One of the services offered by Shopee to consumers is ShopeePay Later. Paylater can be interpreted as a service that provides online or electronic money loans and helps people with instalment methods without credit cards. Based on Law Number 10 of 1998, which discusses banking and explains what is meant by credit.<sup>3</sup> ShopeePay Later provides a loan limit of IDR 750.000,- for initial use, and the credit limit value will increase gradually as the recorded credit quality increases.<sup>4</sup> The amount of ShopeePay Later interest itself is between 0% and 2,95% every month. The provisions for the amount of interest on ShopeePay Later are with 30 day instalments or one month. The interest is 0%, while the rest is charged 2,95% every month.<sup>5</sup>

ShopeePay Later leads to the problem of debt and credit. Allah Swt. allows doing debt and credit or *qardh* if the *qardh* goes to something good, such as helping in distress or helping people who are less well off by lending some of their assets, but what distinguishes it is the way it is carried out if a debt is generally done directly. However, ShopeePay Later is online, where the agreement or contract is made indirectly.

According to the opinion of Imam Shafi'i, *qardh* or debt and credit is the same as buying and selling, namely that the amount owed is precise, there is *ijab qabul*, either in the form of words or writing. The loaned item does not require withdrawing benefits or excess in return. For example, suppose the debtor borrows a sack of rice from the lender. In that case, he can return it with the same amount of money or with other goods that can be said to be equivalent, and there is no element of exaggeration or deduction in return.<sup>6</sup>

According to Imam Abu Hanifa, *qardh* is giving *mitsli* property to be paid with similar property. *Mitsli* means that the goods owed and the goods to be returned have no differences that can affect the initial price. For example, if the debtor owes a three year old female goat, then the debtor must also return a three year old female goat, not more than what he borrowed before.<sup>7</sup>

The practice of debt and credit in the marketplace allows Indonesian people, especially Muslims, to make debt and credit that leads to usury, while Allah has

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<sup>3</sup> Indonesia, "Undang-Undang Nomor 10 Tahun 1998 Tentang Perubahan Undang-Undang Nomor 7 Tahun 1992 Tentang Perbankan," Direktorat Jenderal Peraturan Perundang-Undangan, 1998, <https://peraturan.go.id/files/uu10-1998.pdf>.

<sup>4</sup> Elinda Sari and Rahmawati Kusuma, "Keabsahan Perjanjian Kredit Dengan Fitur Shopee Paylater Pada Aplikasi Shopee (Studi Perbandingan KUH Perdata Dan Hukum Islam)," *Private Law 2*, no. 3 (2022): 450, <https://doi.org/10.29303/prlw.v2i3.1532>.

<sup>5</sup> Rini Isparwati, "Berapa Besaran Bunga Shopee Paylater Per Bulan ?," Rini Isparwati, 2023, <https://riniisparwati.com/bunga-shopee-paylater>.

<sup>6</sup> Abdurrahman Al-Juzairi, *Fikih Empat Madzhab* (Kairo: Al-Maktabah At-Taufiqiyah, n.d.), 565.

<sup>7</sup> Ibid.

forbidden usury activities in buying and selling, as explained in His words in surah Al-Baqarah verse 275:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

*“Those who consume interest cannot stand (on the Day of Resurrection) except as one stands who is being beaten by Satan into insanity. That is because they say, “Trade is (just) like interest”. But Allah has permitted trade and has forbidden interest. So whoever has received an admonition from his Lord and desists may have what is past, and his affair rests with Allah. But whoever returns to (dealing in interest or usury), those are the companions of the Fire, they will abide eternally therein”.*

Buying and selling in the marketplace using a paylater mechanism is becoming a trend nowadays. This is supported by various facilities the service provider provides to consumers to shop in instalments with a specific capital. The law of using paylater still needs to be studied more deeply regarding the clarity of the practice of debt and credit concentrated in the ShopeePay Later service. So, if there is an additional element or  *ziyadah* in the initial requirements determined by the debtor, paylater falls into the category of usury. This research will discuss how the practice of debt repayment on the ShopeePay Later service from the opinion of two madzhab scholars, namely Hanafi and Shafi'i  *madzhab*.

## Methodology

This research uses qualitative, descriptive, library research,<sup>8</sup> namely, by collecting data from library materials following the object of discussion. The approach used is a descriptive comparative approach, where researchers make a systematic explanation of the views of Hanafi and Shafi'i  *madzhab* scholars on the practice of debt and credit contained in the ShopeePay Later online payment site and then analyze and compare them.<sup>9</sup> The data sources for this research are the results of observations and documentation.<sup>10</sup> The data obtained is then processed by editing

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<sup>8</sup> Mohammad Syifa Urrosyidin, Mohammad Syamsul Arifin, and Devid Frastiawan Amir Sup, “Esensi Keadilan Dalam Ilmu Waris Islam,” *Ijtihad: Jurnal Hukum Dan Ekonomi Islam* 15, no. 2 (2022): 257, <https://doi.org/10.21111/ijtihad.v15i2.6742>.

<sup>9</sup> Sumardi Suryabrata, *Metodologi Penelitian* (Jakarta: PT Raja Grafindo Persada, 2010), 18.

<sup>10</sup> Devid Frastiawan Amir Sup, “Al-Qawa'id Al-Fiqhiyah: Tantangan Ilmiah Kemunculannya Dan Aplikasinya Dalam Bidang Ekonomi Shari'ah,” *An-Nuha: Jurnal Kajian Islam, Pendidikan, Budaya Dan Sosial* 8, no. 2 (2021): 327, <https://doi.org/10.36835/annuha.v8i2.457>.

and organizing the data, then analyzed by the deduction method.<sup>11</sup> The analysis process is carried out continuously from start to finish.<sup>12</sup> The analysis process includes data interpretation, language translation, word editing, and compiling it in a logical systematic way, so that the resulting description can become a complete concept that is easy to understand.<sup>13</sup>

## Results and Discussion

### *Overview of ShopeePay Later*

ShopeePay Later is a service on the Shopee online site that provides electronic money loans and helps consumers with instalment methods without credit cards. Based on Article 1 (11) of Law Number 10 of 1998, which discusses banking, what is meant by credit is stated.<sup>14</sup> Shopee introduced its latest digital credit card payment feature called ShopeePay Later. This feature was rolled out on March 6, 2019. Shopee provides this paylater feature by collaborating with a peer to peer lending company, PT Lentera Dana Nusantara (LDN), just like the paylater feature on other marketplace sites. ShopeePay Later can be used for all payments within the Shopee platform.

Applying for a loan at ShopeePay Later is easy and fast. Shopee users only need a ID cards (KTP), which is then used for loan application registration. To activate this feature, users can access the Shopee application, open the tab menu, click ShopeePay Later in the application, and upload a photo of themselves along with their ID cards (KTP). The verification results will come out in minutes.

Suppose Shopee approves the loan application. In that case, the user automatically gets a loan limit of IDR 750.000,- and can increase the limit once when the nominal can only be used for transactions at Shopee, with restrictions not to buy products from the "Vouchers" and Digital Products categories. The ShopeePay Later limit nominal will automatically be listed on the ShopeePay Later balance that can be spent in the Shopee application, so the money cannot be withdrawn.

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<sup>11</sup> Devid Frastiawan Amir Sup, "Mengawal Nilai-Nilai Produksi Melalui Amdal: Perspektif Ekonomi Syariah," in *Isu-Isu Kontemporer Dalam Pendidikan, Ekonomi, Dan Hukum* (Yogyakarta: Trussmedia Grafika, 2021), 317.

<sup>12</sup> Devid Frastiawan Amir Sup, "Regulasi Pariwisata Halal Di Indonesia," in *Potensi Pariwisata Halal Di Indonesia* (Deli Serdang: Az-Zahra Media Society, 2023), 50.

<sup>13</sup> Devid Frastiawan Amir Sup and Ifandi Suhendi, "The Concept of Muqasah on Murabahah Financing in the Perspective of Fatwa DSN-MUI," *Kodifikasia: Jurnal Penelitian Islam* 16, no. 1 (2022): 53, <https://doi.org/10.21154/kodifikasia.v16i1.3818>.

<sup>14</sup> Indonesia, "Undang-Undang Nomor 10 Tahun 1998 Tentang Perubahan Undang-Undang Nomor 7 Tahun 1992 Tentang Perbankan."

Like the paylater feature on other marketplace sites, ShopeePay Later can be used for all payments within the Shopee platform. ShopeePay Later can only be enjoyed by active application users eligible to use it. Users must carry out various stages before the ShopeePay Later feature can be active in their account, such as verifying the OTP number, uploading photos, and verifying face and ID cards (KTP).<sup>15</sup>

Before using the ShopeePay Later service, several terms and conditions must be done first. The following are some of the terms and conditions of service for loan recipients in the chapter on the use of services that must be fulfilled by ShopeePay Later users, including:<sup>16</sup>

1. You agree only to use the services to apply for the loan facility, receive the loan facility from Shopee as agreed in the loan agreement, and for other purposes permitted by applicable laws and regulations.
2. To use the services, you must register in the Shopee platform and provide personal data as required on the registration page.
3. The lender, a third party cooperating with Shopee, has the right to carry out credit scoring to check your eligibility as a prospective loan recipient to obtain the loan facility and fulfil the repayment obligations of the loan facility.
4. During such process, the third party cooperating with Shopee reserves the right to contact you, the relevant institution, company, or individual to seek information, conduct verification, and confirm information related to you.
5. You will only obtain the loan facility after a third party cooperating with Shopee carries out credit scoring or other necessary actions as stated in Article 3 above.
6. The loan agreement will specify the amount of interest concerning the loan facility. In accepting each loan facility, you will be charged a service usage fee or other fees as specified in the loan agreement.
7. In partial payment, the amount will be used to pay interest first. Late fees will not affect your credit limit.
8. Repay the loan facility by the schedule and to the account or mode of payment stated in the loan agreement.
9. Shopee will notify you if there are any changes to the terms and conditions of service and other terms or fees applicable to the loan facility or service. Shopee

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<sup>15</sup> Irene Radius Saretta, "Shopee PayLater, Belanja Sekarang Bayar Bulan Depan," Cermati, 2023, <https://www.cermati.com/artikel/shopee-paylater-belanja-sekarang-bayar-bulan-depan>.

<sup>16</sup> Shopee, "Syarat Dan Ketentuan Layanan ShopeePay Later Bagi Penerima Pinjaman," Shopee, 2023, <https://help.shopee.co.id/portal/article/77531-Syarat-dan-Ketentuan-Layanan-SPayLater-bagi-Penerima-Pinjaman>.

will also provide information about the loan facility through the Shopee platform per applicable laws and regulations.

10. You, at this moment, irrevocably authorize Shopee parties or other parties cooperating with Shopee. The things that need to be done are: (a) Collecting, processing, using, forwarding, and providing information, data, or documents to be processed in order to carry out the services; (b) Receiving, forwarding, using, processing or conveying all information about the loan facility to the loan recipient; and (c) Performing other actions necessary in order to use the services by the service document.

Late payments will be subject to a 5% fine from the total bill. Users can also pay ShopeePay Later bills before the bill appears on the 25<sup>th</sup> or 1<sup>st</sup> of each month, according to the billing period, provided that the order status has been completed.<sup>17</sup>

Late payments can result in: (1) A fine of 5% of the total current bill; (2) Affect the ShopeePay Later limit; (3) Shopee account freezing; (4) Restriction of Shopee voucher usage; (5) Recorded in OJK SLIK (Financial Information Service System); and (6) Field collection.<sup>18</sup>

### *Overview of Al-Qardh*

Debt and credit, according to the language, means *al-qat'u*, which means cutting. They are named so because the debtor (*muqrid*) cuts off some of his property and gives it to the debtor.<sup>19</sup> Generally, debts and receivables include sale and purchase transactions and leases not made in cash, such transactions in *fiqh* are called *mudayanah* or *tadayyun*.

The majority of scholars define *qardh* as a form of giving property from a *muqaridh* to a *muqtaridh* by replacing the equivalent property that the *muqtaridh* is responsible for with the same property taken, it is intended as a favor to the one who is given only. These assets include goods with equivalence and equality in the market, animals, and merchandise.<sup>20</sup> Meanwhile, scholars differ in their opinions on the definition of debt and credit (*qardh*). According to the Shafi'i *madzhab*, *qardh* is a property given to another person to be replaced with the same property. Alternatively, in another sense, a transaction intended to provide assets that have equivalence to others to be returned commensurate with it.<sup>21</sup> According to the Hanafi *madzhab*, *qardh* is giving *mitsli* property to be repaid with similar property. So, it is

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<sup>17</sup> Shopee, "Cara Membayar Denda Keterlambatan ShopeePay Later," Shopee, 2023, <https://help.shopee.co.id/s/article/Bagaimana-cara-membayar-dendan-keterlambatan>.

<sup>18</sup> Ibid.

<sup>19</sup> Ahmad Wardi Muslich, *Fiqh Muamalah* (Jakarta: Amzah, 2010), 274.

<sup>20</sup> Wahbah Al-Zuhayli, *Al-Fiqh Al-Islami Wa Adillatuhu* (Damascus: Dar al-Fikr, 2008), 373.

<sup>21</sup> Al-Juzairi, *Fikih Empat Madzhab*, 566.

required in *qardh* that the goods must be *mitsli*. Between one fruit or seed and one fruit or one seed that has no difference can affect the initial price (value, *qimah*), such as goods that are usually weighed, measured or counted per grain, which are similar to each other, such as eggs.<sup>22</sup>

Thus, debt and credit or *qardh* is when a party gives property in the form of money or goods to the debtor, and the debtor receives something with the agreement that he pays or returns the property in the same amount. In addition, the contract of debt and credit itself is a contract that intends to provide help to other parties to fulfil their needs.

In debt transactions (*qardh*), there is a command, namely helping in goodness, with good intentions and sincerity to worship Allah Swt., as Allah says in Al-Qur'an surah Al-Hadid verse 11:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعَّهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

“Who is it that would loan Allah a goodly loan so He will multiply it for him and he will have a noble reward?”

The verse illustrates that Allah Swt. encourages Muslims to compete in goodness, especially in terms of spending their wealth in the way of Allah Swt. Based on the verse that debt and credit are allowed and recommended, Allah Swt. gives multiple rewards for everyone willing to give debt to his needy brother. With good intentions, Allah Swt. will help him until the debt is paid.

The scholars themselves agree, and there is no contradiction regarding the permissibility of debt and credit, this agreement is based on human nature that cannot live without the help and assistance of his brother. Therefore, debt and credit have become a part of life. Islam is a religion that is very concerned about all the needs of its people.<sup>23</sup>

All forms of requirements in business are allowed according to Islamic law. Namely, the parties related to a contract are allowed to add a requirement so that a contract is by the needs and agreement of all parties.<sup>24</sup> However, the conditions made by the parties must not contradict with Al-Qur'an and Hadith.<sup>25</sup> So it is hoped that in a contract, until the end of the contract, there are no parties harmed, or, in simple terms, there is still an element of pleasure and the realization of justice in business for all parties.

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<sup>22</sup> Ibid.

<sup>23</sup> Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori Ke Praktik* (Depok: Gema Insani, 2001), 132.

<sup>24</sup> Ibnu Qayyim Al-Jawziyyah, *Jami'u Al-Fiqh* (Riyadh: Dar Al-Wafa', 2005), 108.

<sup>25</sup> Ibid.



Some pillars and conditions must be met in carrying out the practice of debt and credit. The pillars and conditions are:

1. *'Aqid*, the person who owes and gives debt, is a legal subject. Because those who carry out the practice of debt and credit are both of them, for this reason, people must have the ability to carry out legal actions. The conditions that must be possessed by the person who gives debt and the debtor include, the person has reached the age (adult), is of sound mind, and is willing and able to think.<sup>26</sup>
2. *Ma'qud 'alaih*, which is one other thing from the pillars and conditions in debt and credit transactions, in addition to the existence of *ijab qabul* and the parties to the debt and credit, the debt and credit agreement is considered to occur if there is an object for which the debt and credit is held. For this reason, the object of debt and credit must meet the following conditions: (a) An object of value that has similarities, and its use results in the destruction of the debt object; (b) Can be owned; (c) Can be handed over to the debtor; (d) Has existed at the time of the agreement.<sup>27</sup>
3. *Ijab* and *qabul* (*sighat al-'aqd*), *ijab* is a statement by the first party regarding the desired agreement, while *qabul* is a statement by the second party to accept it. The *sighat* of the contract can be done orally, in writing or by gesture, giving a clear understanding of the existence of *ijab* and *qabul*. Because through the contract, the intentions of each party conducting the transaction will be known. *Sighat* will be expressed through *ijab* and *qabul* such as: (a) The purpose of the contract must be clear and understandable; (b) Between *ijab* and *qabul*, there must be compatibility; and (c) The statement of *ijab qabul* must be following their respective wishes and there must be no doubt.<sup>28</sup>
4. The conditions that must be fulfilled in the *qardh* contract are as follows: (a) The loan amount (*qardh*) must be known in measure or amount; (b) The nature of the loan (*qardh*) must be known if it is in the form of an animal; (c) The loan (*qardh*) comes from a person worthy of being asked for a loan. So, it is not valid if it comes from someone who does not have something to borrow or a person who does not have a sound mind.<sup>29</sup>
5. The conditions that exist in the contract according to its validity are divided into three, namely: (a) A valid condition is a condition that is in accordance with the substance of the contract, strengthens the substance of the contract, and is

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<sup>26</sup> Gatot Supramono, *Perjanjian Utang Piutang* (Jakarta: Kencana, 2013), 12.

<sup>27</sup> Al-Juzairi, *Fikih Empat Madzhab*, 567.

<sup>28</sup> M. Ali Hasan, *Berbagai Macam Transaksi Dalam Islam (Fiqh Muamalat)* (Jakarta: PT Raja Grafindo Persada, 2004), 104.

<sup>29</sup> Abu Bakar Jabir Al-Jazairi, *Ensiklopedia Muslim* (Jakarta: Kencana, 2009), 546.

justified by *shara'*, following public custom (*'urf*); (b) A *fasid* condition is a condition that does not fulfil one of the criteria of a valid condition, or a contract in which all the pillars are fulfilled but a condition is not fulfilled. The legal effect is *mauquf* (temporarily suspended); (c) An invalid/*bathil* condition is a condition that does not have the criteria of a valid condition and does not provide benefits for one party or the other but can have a negative impact.<sup>30</sup>

### **Legal Analysis of ShopeePay Later According to the Hanafi Madzhab**

According to the Hanafi *madzhab*, *qardh* is giving *mitsli* or similar property to what has been borrowed. This means that if the *muqtaridh* borrows something from the *muqaridh*, the *muqtaridh* must return the same item and something similar to what he borrowed before. For example, if the *muqtaridh* borrowed a sack of rice, it must be returned with nothing other than a sack of rice, not with wheat or other objects even though it is worth it.<sup>31</sup>

Basically, the ShopeePay Later service found in the Shopee application, according to the view of the Hanafi *madzhab*, needs to fulfill the valid requirements of debt and credit in Islam. This is because in this application, as the goods that are loaned and the goods paid by consumers are not similar or *mitsli*, consumers return the goods by paying the price explained in the description. So, if it looked at the Hanafi *madzhab* opinion, the goods owed must be returned with similar or *mitsli* goods. As a *fiqh* rule as a legal basis for debt and credit, namely, "*kullu qardin jarra manfa'atan fahuwa ar-riba*", which means that every loan or debt and credit in which benefits are drawn in it, then it is usury.<sup>32</sup>

It is explained in Islam that debt and credit are highly recommended, but for the debtor, it is permissible, and whoever lends his property to help his neighbor, then Allah Swt. will multiply his reward. Nevertheless, on the contrary, if there is an additional amount in the return of a loan, then it is called *riba*, which follows the rules of *fiqh*, which say that every receivable that brings benefit is *riba*.<sup>33</sup> The legal basis used by the Hanafi *madzhab* regarding *qardh* is found in Al-Qur'an surah Al-Hadid verse 11:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعَّهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

"Who is it that would loan Allah a goodly loan so He will multiply it for him and he will have a noble reward?"

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<sup>30</sup> Al-Zuhayli, *Al-Fiqh Al-Islami Wa Adillatuhu*, 379.

<sup>31</sup> *Ibid.*, 566.

<sup>32</sup> Ahmad Djazuli, *Kaidah-Kaidah Fikih: Kaidah Kaidah Hukum Islam Dalam Menyelesaikan Masalah Yang Praktis* (Jakarta: Kencana, 2011), 138.

<sup>33</sup> Sayyid Sabiq, *Fiqh Al-Sunnah* (Kairo: Dar Al-Fath, 1995), 126.

The verse explains the importance of people spending their wealth in the way of Allah Swt. Whoever does so, Allah Swt. will multiply their wealth. What is interesting about the verse is the mention by Allah Swt. for people who spend their wealth in the way of Allah Swt. as "*lending to Allah Swt*".<sup>34</sup>

Talking about the practice of debt and credit in the ShopeePay Later service developed by the Shopee application, where consumers can have the desired goods with an indirect payment deadline, but if there is a delay in payment, Shopee will add the nominal money to be paid. Just like other *madzhab* scholars, the Hanafi *madzhab* does not disagree with the prohibition of buying and selling activities or transactions that lead to usury because this action is very detrimental to Muslims and provides absolutely no benefit.

### ***Legal Analysis of ShopeePay Later According to Shafi'i Madzhab***

Paylater means pay is paying and later is later, so it means paying later, similar to credit but in the online form. The purpose of this ShopeePay Later feature is to provide a loan from Shopee to Shopee users for shopping with the condition that payments are made within a predetermined period or can be called online debt to Shopee using instalments at maturity. ShopeePay Later aims to provide financial services to all Shopee users through online technology. ShopeePay Later is a product that is beneficial for Shopee users. Paylater also makes it easy for MSMEs to get additional business capital.

The practice of ShopeePay Later in Islam is included in the *qardh* contract. The *qardh* contract here is a form of a contract between the borrower and the one who lends money to help for good. In general, the law of *qardh* is *sunnah* for the person who lends some of his property and is permissible or allowed for someone who owes money. According to the Shafi'i *madzhab*, *qardh* means something that *muqaridh* owes to *muqtaridh*, but *muqtaridh* must return it with something equivalent or comparable to the item he borrowed before. For example, if someone borrows a sack of rice, he must return it with a sack of rice or something comparable, such as wheat or flour.<sup>35</sup>

However, if the *muqtaridh* returns it with a sack of rice and a loaf of bread to give it as a grant and a sign of gratitude because the *muqaridh* has lent him a sack of rice before, then in the view of the Shafi'i *madzhab* it is allowed because in giving the excess there is no element of coercion but as a word of gratitude.<sup>36</sup> In their definition, the scholars of the Shafi'i *madzhab* only mention the goods that can be given as a

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<sup>34</sup> Muhammad Yazid Afandi, *Fiqih Muamalah* (Yogyakarta: Logung Pustaka, 2009), 138.

<sup>35</sup> Al-Juzairi, *Fikih Empat Madzhab*, 566.

<sup>36</sup> *Ibid.*

token of gratitude in the form of goods or something useful and do not mention specific items to be given as gifts.

There is a legal basis used in the opinion of the Shafi'i *madzhab* in Al-Qur'an surah Al-Baqarah verse 275:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَٰلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ  
الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَاتْتَهَىٰ فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ  
فَأُولَٰئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

*“Those who consume interest cannot stand (on the Day of Resurrection) except as one stands who is being beaten by Satan into insanity. That is because they say, “Trade is (just) like interest”. But Allah has permitted trade and has forbidden interest. So whoever has received an admonition from his Lord and desists may have what is past, and his affair rests with Allah. But whoever returns to (dealing in interest or usury), those are the companions of the Fire, they will abide eternally therein”.*

Based on the verse above, *qardh* in verse is a good *qardh*. *Qardh* can also be a *masdar* (root word), which means *iqradh*. *Qardh* is also called *silf*, which means making something belong to someone, but he must return the same item like it. What is given to a happy person (at a wedding) in his hands or in the hands of someone authorized to do so as a committee is *qardh*. It is *qardh*, because he is making it his property, which he will return in kind. Some scholars said it is a grant that does not have to be returned, and others said that the ruling is based on customary practice.<sup>37</sup>

Basically, the practice of debt and credit contained in the Shopee application does not conflict with Islamic law, where the pillars and conditions carried out are in accordance with the existence of *'aqid* (*muqaridh* and *muqtaridh*), where two people have a contract between the giver and receiver. *Ma'qud 'alaih* (money or goods), where there are goods that can be dealt with, and *sighat* (*ijab* and *qabul*), an agreement between *muqaridh* and *muqtaridh*.

However, even though it fulfills the pillars and conditions of *qardh*, there is an untruth in one of the services provided to the public, namely ShopeePay Later. Suppose the ShopeePay Later payment by the user passes the due date. In that case, a fine of 5% of the payment amount and an administration fee of 1% will be charged so that the additional price of 5% is what results in the element of usury in the ShopeePay Later transaction. In its understanding, usury is one of the legal defects of buying and selling transactions that are strictly prohibited, and its meaning in language is *ziyadah* (additional or adding). According to the *Jumhur* scholars, there is

<sup>37</sup> Ibid.

no difference between them. All agree that usury is prohibited and included in significant sins.

*Analysis of Differences and Similarities of the Legal Review of ShopeePay Later According to the Hanafi and Shafi'i Madzhab*

The scholars agree that there is no prohibition on the practice of debts. It is *sunnah* for the *muqaridh* to give his wealth to the *muqtaridh* for the noble purpose of helping fellow Muslims who are in difficulty, and it is permissible for the *muqtaridh* to owe other Muslims but in cases of necessity and urgency. The difference of opinion between the Hanafi *madzhab* scholars and the Shafi'i *madzhab* scholars in the law of using ShopeePay Later is regarding the return of goods owed. The scholars of the Shafi'i *madzhab* say that everything borrowed or loaned must be returned in the same item. The same item here can be equivalent to the item that was lent or loaned before.<sup>38</sup>

In this case, the practice of debt and credit in ShopeePay Later is in accordance with the rules set by the Shafi'i *madzhab*, namely, the goods that *muqtaridh* must return to *muqaridh* can be in the form of money that is the same amount and equivalent to the goods previously owed. The opinion of the Hanafi *madzhab* scholars is that the application of debt and credit transactions contained in the ShopeePay Later service is not appropriate because, according to the view of the Hanafi scholars, the goods that must be returned as a sign of debt repayment are similar goods (*mitsli*) from what was previously owed, for example, a sack of wheat with a sack of wheat, a female camel with a female camel, etc.<sup>39</sup>

In the Shopee application, consumers can pay in installments, buy now, or pay later, this payment method is called ShopeePay Later. However, many people question the law of payment through ShopeePay Later because of interest in the payment. The available ShopeePay Later installment options are 3 months, 6 months, and up to 12 months.

ShopeePay Later installments consist of interest and other fees, including a minimum ShopeePay Later interest rate of 2,95% for buy now pay later programs completed within one month and installments completed within 3 months, 6 months, and 12 months. However, there are penalties if the consumer pays the installment on the specified due date. Shopee has determined the fine that must be paid when consumers are late paying the bill, which is 5% per month of the total bill.

So, with the provisions in the additional amount of money to be paid when exceeding the due date, the scholars agree that it contains elements of usury. In this

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<sup>38</sup> Ibid.

<sup>39</sup> Ibid.

case, the scholars of Hanafi and Shafi'i *madzhab* have no difference in giving an understanding of usury. Both *madzhab* scholars interpret usury as forbidden, and according to other scholars, the *Jumhur* scholars have agreed that all receivables that produce benefits are usury. Moreover, the application of usury in society can lead to bad things, such as burdening people who are unable and eliminating the values of compassion, gentleness, and helping fellow humans.

In addition to the harms mentioned earlier, usury causes other harms, namely the dependence of wealth on the lender utilizing usury and the opening of doors of lust for those who are weak willed to get wealth in such a way. Allah Swt. has stipulated that it is forbidden to eat usury property in multiples, as mentioned in surah Al-Imran verse 130:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً وَاتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ

“O you who have believed, do not consume usury, doubled and multiplied, but fear Allah that you may be successful”.

So basically, if there is interest in a sale and purchase transaction, debt, installment loans, and so on, it can be said that debt transactions using ShopeePay Later are *haram* because there is an element of interest in it.

## Conclusion

Debt is permissible in Islam because it is a *ta'awun* (helping) contract to help people who need help and is also a *tabarru'* (social) contract to help people in trouble. In fact, giving loans to needy people is a greater reward than charity for beggars. For the practice of debt and credit not to contradict the shari'ah and bring rewards and not fall into usury, several things must be considered. *First*, the lender cannot take worldly benefits or profits from the debtor because the benefits obtained from lending include usury. *Second*, debts and credits should be written down. This is so important to avoid potential injustice that may be committed by one of the parties, either the debtor or the lender, in the future. *Third*, if the debtor is experiencing difficulties and cannot pay the debt that has come due, then the debtor should give a deferral of payment. *Fourth*, a fine should not be imposed if there is a delay in payment from the debtor when it is due. This is because the penalty incurred due to delay in repaying the debt is usury. According to Shafi'i *madzhab* view of the practice of debt and credit on ShopeePay Later services, it is appropriate, as the goods that must be returned do not have to be similar but at the same price or comparable. However, it differs from the opinion of the Hanafi *madzhab* scholars, where the practices that occur in this application are not appropriate, as the Hanafi *madzhab* scholars argue that what is owed must be returned with similar or similar goods. The

difference of opinion between the scholars of the Shafi'i and Hanafi *madzhab* lies in the element of debt and credit contained in Shopee's delayed payment service, namely ShopeePay Later. The scholars of the Shafi'i *madzhab* believe that the return of goods previously loaned must be similar or comparable as long as it does not harm the *muqaridh* as a debtor. The Hanafi *madzhab* scholars believe that what is borrowed by *muqtaridh* must be returned with nothing but the same or *mitsli*. If the item returned is not *mitsli*, then the contract can be said to be invalid. Their opinions are similar in providing additional amounts that must be returned by *muqtaridh* to *muqaridh*. As previously explained, most scholars agree that the use of usury in transaction activities is *haram*.

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