

## The Potential for Usury in The Implementation Of Tokopedia Card Transactions in E-Commerce Under Islamic Law

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### *Abstract*

*This study aims to analyze the implementation and legal status of transactions using the Tokopedia Card on e-commerce platforms from an Islamic law perspective. With the rapid development of financial technology, co-branded credit card products like the Tokopedia Card have become increasingly popular. The research method used is qualitative, employing a fiqh muamalah approach, which examines the operational mechanisms and contracts associated with the product. The analysis focuses on the main features of the Tokopedia Card as a conventional credit card issued by Bank BRI, such as the interest system, late payment fees, annual fees, and rewards programs. The analysis reveals that the interest on outstanding balances and late payment fees clearly fall under the category of Riba an-Nasi'ah, which is absolutely prohibited in Islam. Although features such as annual fees can be considered as ujarah (service fees) and rewards as permissible gifts, this does not negate the riba element that is at the core of conventional credit card contracts. The underlying agreement requires customers to agree to a riba-based system, which fundamentally contradicts the principles of sharia transactions. In conclusion, the implementation of transactions using the Tokopedia Card is inconsistent with Islamic law principles due to its prohibited riba elements. Muslim consumers are advised to use alternative payment methods free from riba elements, such as debit cards, electronic money, or Islamic credit cards.*

**Keywords:** Tokopedia Card, Islamic Law, Credit Card, Riba, Fiqh Muamalah, E-Commerce

### **INTRODUCTION**

Technological developments can be achieved using electronic tools, making them faster and more efficient and simplifying human work. Society is interested in using internet-based technology supported by various latest innovations in various sectors. One of them is in the trade sector, namely the use of electronic money (Tokopedia Card). In the field of law, for example, Indonesia currently does not have legal instruments that accommodate the development of e-commerce. In fact, legal institutions are one of the main pillars of business. In the absence of specific regulations governing virtual agreements, such agreements on the internet will automatically be governed by applicable non-electronic agreement laws. As with the concept of trade, e-commerce creates an obligation between the parties to deliver a certain performance.

The implication of the agreement is the emergence of rights and obligations that must be fulfilled by the parties involved. Indonesian contract law is known as supplementary legal provisions. These provisions are available for use by the parties to the agreement if it turns out

that the agreement made regarding a certain matter is incomplete or has not regulated a certain matter. Supplementary legal provisions consist of general provisions and specific provisions for certain types of agreements.

Islamic law was created with a purpose and objective. The purpose of Islamic law is to create peace in this world and happiness in the hereafter. The purpose of Islamic law is a manifestation of Allah's nature as Rahman and Rahim (the Most Gracious and Most Merciful) to all His creatures. The existence of Sharia can establish peace on earth through social regulations that provide justice for all people. Justice is highly esteemed in the eyes of God, and the attribute of justice is the path to piety after faith in Allah.

Islamic banking, as one of the national banking systems, requires various supporting facilities to maximize its contribution to national economic development. The use of e-money and online loans is also growing in e-commerce. According to Subarkah (2018), e-commerce is a form of electronic commerce that involves the purchase of goods, sales, and services online.

This electronic commerce provides convenience for shopping and purchasing needs through electronic media such as mobile phones and can be accessed online. E-commerce also offers several conveniences in community transactions through the internet on e-commerce platforms via electronic fund transfers as a payment method. These conveniences allow payments to be made without the need for face-to-face meetings, such as through bank transfers or other virtual accounts. The business competition in e-commerce has led to innovations, such as the emergence of marketplaces.

In essence, safe and permissible online loans are supervised by the Financial Services Authority and adhere to Sharia principles (Priiasari, 2013). As explained in Surah Al-Baqarah, verse 245.

The verse states that anyone who provides a loan, whether in the form of goods or items, in the path of Allah, will have their reward multiplied. Therefore, it is recommended and permitted for everyone to provide loans to those in need (Aulia & Iswanto, 2014). Based on the fatwa of the Indonesian Ulema Council (MUI), online lending is also permitted as long as it adheres to Sharia principles. This is supported by Fatwa No. 116/DSN-MUI/IX/2017, which permits the use of electronic money. As with the use of Shopee Paylater, which uses a loan system through electronic payment methods.

Behind the convenience provided to users in applying for loans on Shopee Paylater, there are terms that are detrimental to users (Permata et al., 2022). Among them is the addition of installment fees when making purchases. a product, as well as differences in price or promotional offers when using a loan system with direct payment. Based on fatwa No: 116/DSN-MUI/IX/2017, there are elements that must be fulfilled, one of which is issued on the basis of the nominal amount of money deposited in advance to the issuer (DSN-MUI, 2017).

In the use of Shopee Paylater, users do not make an advance deposit but instead obtain a loan from the limit they have been granted. The disbursement of funds in Shopee Paylater is also not received directly by the user, meaning the loan obtained can only be used for payments within the application.

Of course, this is solely for consumptive purposes. This is an important consideration for the public when using Shopee Paylater, as it is crucial for Muslims to prioritize welfare in their transactions, especially those based on technology (Fadhila et al., 2020).

Transactions involving loans through online systems remain a subject of debate due to the presence of certain drawbacks and additional costs, including those associated with Shopee Paylater. Based on research conducted (Rahayu, 2021) on the Shopee Paylater e-commerce sales contract from an Islamic economic perspective, the research results permit it because the

contract is clear and the additional costs on credit are considered as deferral costs, which are prohibited because any form of additional price is usury and forbidden in Islamic business ethics. while according to (Prastiwi & Fitria, 2021), Paylater is permissible because the price is determined after all transactions are completed, in line with the requirements of Islamic economics.

In sales transactions involving loans such as Shopee Paylater, the public must first understand the system or rules governing the use of Shopee Paylater, as well as the Islamic legal perspective on the matter. Based on the above background, a more in-depth study was conducted on the use of Shopee Paylater electronic loans on the Shopee marketplace. Additionally, the objective of this research is to understand the practices and analyze the Islamic legal perspective on Shopee Paylater electronic loans on the Shopee marketplace.

Cardholders may delay their payments. The issuance of such cards is permitted, provided there are no interest charges (late fees) for late payments. Contemporary scholars permit the imposition of late fees when cardholders are late in making payments as compensation for the injustice caused (late payment). However, late charges must not be retained by the issuer but recognized as social funds.

This Sharia-compliant credit card is implemented without incurring interest, is not used for transactions and/or facilities inconsistent with Sharia principles, and does not encourage excessive spending (wastefulness) by, among other things, setting a maximum spending limit. The primary cardholder must have the financial capacity to repay the debt on time.

Debts must be paid by the specified due date if the debtor is able to pay them. This is different for cardholders who are able to pay. suspend payments. To avoid customers who are able to pay but delay in paying their debts. In a hadith of the Prophet as follows : When applying for a loan using Shopee PayLater, it is easy and fast. If the application is approved by Shopee, you will automatically receive a nominal limit and have the opportunity to receive an additional limit only once, which can only be used for purchases and cannot be withdrawn. PayLater is a service that provides electronic loans and assists consumers with installment payments without a credit card. According to Article 1 (11) of Law No. 10 of 1998 on Banking, credit is defined as: “

“Credit is the provision of money or money claims equivalent to it, based on an agreement or contract between a bank and another party, obligating the borrower to repay the debt after a certain period with interest.”

In essence, debt has flexible legal provisions depending on the circumstances. In Islam, there are various legal provisions regarding debt, and as long as the purpose is to provide assistance or alleviate hardship, it is considered permissible. The form of sale and purchase in Shopee PayLater is a credit sale.

In a credit sale agreement, the seller and buyer are not permitted to enter into a written agreement stipulating that the buyer is entitled to an additional price different from the price of the goods, whether agreed upon by both parties or based on existing regulations. The buyer must not be required to pay an additional price if they are late in making payments.

Installments beyond the specified timeframe. Meanwhile, Shopee PayLater imposes a penalty fee of 5% if the buyer is late in paying the installment. Furthermore, in an ijarah agreement, the terms related to the ujarah or fee must be clear and known to the parties involved in the agreement, whether in the form of a specific percentage, a nominal amount, or a formula agreed upon. (Aghestia, 2020).

Based on the above, it is important to understand various paylater practices on the Shopee Guan app to reduce risks such as getting into debt that leads to an inability to make payments.

Additionally, as Muslims, one should also consider the Shopee Paylater feature from an Islamic sharia perspective.

Transactions involving the issuance of such cards generally involve commitments that involve usury, requiring cardholders to pay interest or financial penalties if they fail to settle their debts on time. The parties issuing the cards impose financial penalties for late settlement of debts or for delays or interruptions in payments made through the card.

The form of credit sales in Shopee PayLater is credit-based transactions. In a credit sales agreement, the seller and buyer are not permitted to enter into a written agreement stipulating that the buyer is entitled to an additional price different from the actual price of the goods, whether agreed upon by both parties or based on pre-established terms. There should be no requirement for buyers to pay additional fees for late payments

## LITERATURE REVIEW

Digital transactions and e-commerce have become the backbone of the modern economy in Indonesia, with Tokopedia as one of the leading platforms. In this ecosystem, Tokopedia Card, as a co-branded conventional credit card product issued by BRI, offers easy payment facilities. However, the use of this conventional debt-based payment tool raises critical questions from the perspective of Sharia Economic Law (HES). The main focus of this literature review is to analyze the potential issue of *riba nasi'ah* (debt interest) inherent in the Tokopedia Card scheme and its implications for the legality of e-commerce transactions under Islamic law.

Tokopedia Card operates under a loan agreement (*Qardh*) provided by BRI, whereby the bank pays merchants in advance and customers are required to repay the funds to the bank. Sharia controversy arises from the mechanism of fees charged. The majority of scholars and HES literature identify that interest or late fees imposed on outstanding balances that are not paid in full on the due date are additions to the principal debt as compensation for the delay. This addition is definitively *Riba Nasi'ah*, which is prohibited in Islam.

To strengthen the Islamic legal basis, it is important to refer to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). Although the DSN-MUI has recognized and legitimized the concept of Sharia Cards (based on non-usury contracts such as *Kafalah*, *Ijarah*, or *Qardh* without interest), the fatwa implicitly rejects conventional credit card operations that explicitly include interest. Sharia literature consistently places credit card interest, which is a fee for delaying debt repayment, as one of the most obvious forms of usury. Therefore, Tokopedia Card users who do not pay their bills in full are automatically involved in practices that violate sharia principles.

Although Tokopedia is an e-commerce platform that only facilitates the exchange of goods and services that are essentially halal, the use of the Tokopedia Card does not exempt transactions from applicable Sharia law. E-commerce here is only a medium in which *riba*-based debt (credit cards) is used as a means of payment. This means that the Sharia issue lies in the payment instrument itself, not in the goods purchased or the platform. The co-branding collaboration between Tokopedia and BRI bridges usury-based practices with digital trading platforms, raising ethical questions for Muslim consumers.

HES literature offers several solutions to bridge the need for non-cash payments with sharia compliance. The main alternative is to switch to Sharia Cards or other Sharia-compliant digital financing products, which use contracts such as *Murabahah* (sale and purchase) for installments, rather than interest. In cases where the use of conventional cards is unavoidable, the means to avoid usury is to always pay off the entire bill before the grace period expires, so that no interest or penalties are incurred. However, the ideal solution is still to avoid instruments

whose basic contracts contain the potential for usury.

In conclusion, the potential for usury in the implementation of Tokopedia Card transactions in e-commerce is very significant and stems from the interest mechanism imposed on outstanding debts. From an Islamic law perspective, this instrument contradicts the principle of prohibiting Riba Nasi'ah. Further research could focus on a comparative analysis of the performance and consumer acceptance of Sharia Cards in Indonesia, as well as exploring the ethical responsibility of e-commerce platforms such as Tokopedia in promoting or facilitating the use of conventional financial instruments that potentially violate Sharia law

## **METHOD**

This research uses normative legal research, also known as library research. This research is normative because its primary focus is to analyze and examine a financial product (Tokopedia Card) based on the norms, principles, and legal rules of Islam derived from the Quran, Hadith, and the *ijtihad* of scholars such as the fatwas of the DSN-MUI. The approach used is a normative-juridical approach, which is qualitative in nature. This approach was chosen to dissect the Sharia law aspects of the Tokopedia Card transaction mechanism. This research can also be categorized as a case study, as the analysis is conducted in-depth and focused on a specific object, namely the Tokopedia Card as a representation of co-branded credit card products within the e-commerce ecosystem

## **RESULTS AND DISCUSSION**

### **General overview of electronic commerce (e-commerce)**

Electronic commerce or e-commerce is a process of buying and selling transactions that are carried out online through electronic media. According to Laudon & Laudon, e-commerce is a business-to-business transaction that occurs through the internet. According to Mahdi (in Marcel and Astri, 2018), e-commerce is the activity of buying and selling through the internet, where buyers and sellers do not meet directly but communicate through the internet. More broadly, e-commerce is also defined as all buying and selling activities or transactions conducted using electronic media.

According to the above definitions, e-commerce can be interpreted as the buying and selling of goods and services through electronic media, particularly via the internet. In other words, e-commerce is a form of media distribution, purchasing, selling, and marketing of goods and services through electronic systems such as the internet, television, or other computer networks.

Electronic commerce is a collection of technologies, applications, and business processes that connect companies, consumers, and communities through electronic transactions and the exchange of goods, services, and information electronically. (Jack Febrian, 2004: 168).

E-commerce is part of e-business (business partner collaboration): customer service (electronic fund transfers), supply chain management (SCM), e-marketing/online marketing, online transaction processing, electronic data interchange (EDI), and others. (Richardus Eko Indrajit, 2002: 19-20).

The essence of e-commerce is that it is a transaction between two parties; there is an exchange of goods, services, or information, and the internet is the primary medium in the process or mechanism of trade and the execution of transactions.

In the world of commerce, e-commerce offers many changes. The buying and selling process no longer requires face-to-face meetings as in conventional stores. Sellers and buyers only need to conduct online transactions. Transactions occur more efficiently and quickly,

especially with the integration of various payment systems made easier by technologies like APIs such as BRIAPI. Now, for example, buyers can easily choose payment methods without having to transfer funds to another bank, such as through virtual accounts like BRIVA.

Currently, e-commerce platforms are not limited to phones and television but are increasingly accessed via the internet. Some people mistakenly confuse marketplaces with e-commerce and assume they are the same.

However, the definition of e-commerce differs from that of a marketplace. A marketplace is one model of e-commerce that acts as an intermediary between buyers and sellers. Examples include Shopee, Lazada, Tokopedia, and others. Thus, a marketplace is not the actual buying and selling activity but rather an intermediary that connects sellers with buyers online. Meanwhile, another form of e-commerce is a website or online store application owned by a brand, company, or home business.

## **E-Commerce Growth in Indonesia**

### **1. Overview and Exponential Transaction Value**

The e-commerce sector has become a major driving force in Indonesia's digital economy, cementing its position as the largest market in Southeast Asia. The growth in e-commerce transaction value has shown an exponential curve in recent years. This figure has jumped sharply from around IDR 205.5 trillion in 2019 and continues to increase, breaking new boundaries and reaching more than IDR 780 trillion in 2023. Projections show that transaction value will exceed IDR 1,000 trillion in 2025, confirming e-commerce's dominance as the largest contributor to the total value of the national digital economy.

### **2. Key Drivers of Digital Growth and Adoption**

This dramatic increase has been driven by several fundamental factors, the most important of which is the high rate of digital adoption among Indonesia's large population. Widespread internet access and high smartphone penetration have created a consumer base that is ready to shop online. In addition, improvements in telecommunications infrastructure reaching Tier 2 and Tier 3 areas have opened up new market access. Further support comes from the development of Financial Technology (FinTech), which offers a variety of convenient cashless payment methods, such as e-wallets and PayLater services, which remove transaction barriers for many consumers.

### **3. The Role of MSMEs and Changing Consumption Trends**

The growth of e-commerce is also closely related to the digitization of Micro, Small, and Medium Enterprises (MSMEs), which now have broader and more efficient market channels. On the other hand, consumption trends have shifted significantly, not only limited to electronic goods or fashion, but also dominated by Fast-Moving Consumer Goods (FMCG), personal care products, and household necessities. In addition, the emergence of Video Commerce or Live Shopping has changed the way consumers interact and shop, creating a more interactive experience and driving rapid transaction volumes.

### **4. Competition and Future Prospects**

This high growth has sparked intense competition among large marketplaces, driving continuous innovation and aggressive marketing strategies, especially through double day shopping festivals and free shipping programs. This competition ultimately benefits consumers and drives supply chain efficiency. With a strong market foundation, continuously increasing digital adoption rates, and innovations such as the integration of e-commerce with social media, this sector is expected to continue to be a key driver of Indonesia's economic growth in the future.

## Types of E-Commerce

Online commerce is not limited to transactions between sellers and buyers. The types of e-commerce are as follows.

### 1. Business to Business (B2B)

A form of e-commerce where a company sells services or products to another company is called the B2B model. An example of the B2B model is a company purchasing office supplies directly from the manufacturer.

### 2. Business to Public Administration (B2A)

E-commerce with this model is similar to B2B. However, the participants are government organizations and businesses. An example of B2A e-commerce is website development services for urban online management systems.

### 3. Business to Consumer (B2C)

In this type, companies sell their services or products to customers. B2C e-commerce customers are typically retailers. An example is when someone shops from an online fruit store to meet household needs.

### 4. Consumer to Business (C2B)

Unlike B2C, C2B e-commerce involves individual businesses selling products or services to a company. An example of this business model is a graphic designer offering logo design services to retail companies and others.

### 5. Consumer to Public Administration (C2A)

C2A e-commerce operates similarly to C2B. However, the transaction process involves individuals dealing with government agencies. E-commerce using this model is rarely seen in Indonesia and is usually carried out in the form of services.

### 6. Consumer to Consumer (C2C)

E-commerce using the C2C model involves online transactions between two individuals. An example of this is when someone sells their used goods online to a buyer.

## Examples of E-Commerce in Indonesia

Having previously discussed the six categories of e-commerce, below are examples of each type of e-commerce. However, examples of C2A e-commerce are not mentioned because there are rarely any marketplaces or websites that connect freelancers with government agencies. Examples of each type of e-commerce are as follows.

1. Examples of B2B E-Commerce, Some examples of B2B e-commerce models include Ralali, Mbiz, and Electronic City.
2. Examples of B2C E-Commerce, Some marketplaces fall under the B2C e-commerce model. Examples include Blibli, Lazada, and Gramedia.
3. Examples of B2A E-Commerce, Examples of B2A e-commerce models include Qlue and Accela. Qlue assists governments and companies by providing software, while Accela performs public administration to assist governments with the concept of software as a service.
4. Examples of C2B E-Commerce, Websites such as Freelancer, Upwork, and iStock are examples of Indonesian e-commerce models with the C2B model.
5. Examples of C2C E-Commerce, Examples of the C2C e-commerce model include Tokopedia, OLX, Kaskus, Shopee, and many more.

## Largest E-Commerce Platforms in Indonesia

In the first quarter of 2022, Shopee and Tokopedia remained the leaders in Indonesia's e-

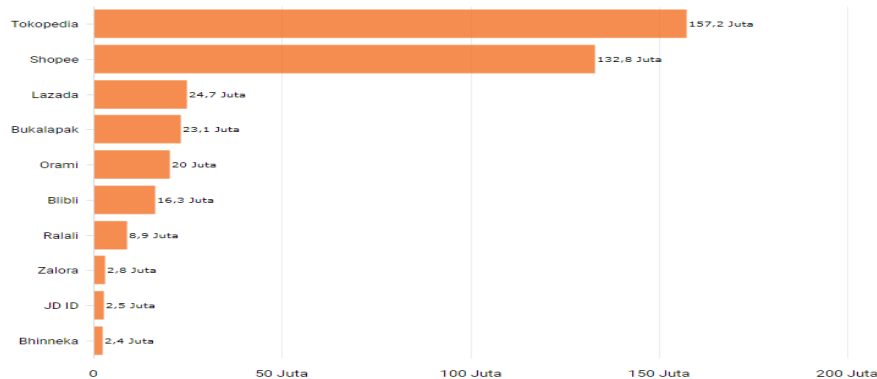
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commerce market. According to iPrice data, the average number of visitors to Tokopedia via mobile and desktop in the first quarter of 2022 reached 157.2 million people. Meanwhile, Shopee recorded 132.8 million visitors.

Figure 1. In the first quarter of 2022



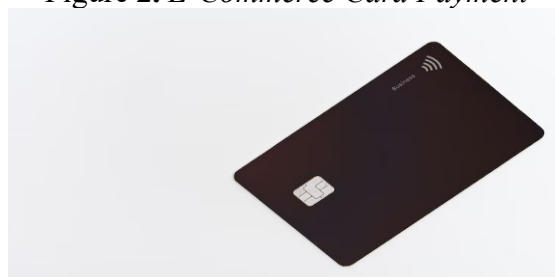
Source. Tokopedia.com 2022

Tokopedia's visitors increased by 5.1% from the fourth quarter of 2021, which previously recorded 149.6 million visits. This increase also occurred in the Shopee e-commerce app, which grew by 0.6%, with the number of visitors in the previous quarter recorded at 131.9 million people.

BRIAPI, as the API service provider for BRI, also supported this increase in transactions. Currently, both Tokopedia and Shopee are integrated with various BRIAPI products to simplify payment systems, including BRIVA (virtual account) and direct debit. Additionally, Lazada, which was previously in fourth place, moved up to third place, displacing Bukalapak. The two e-commerce platforms have an average of 24.7 million and 23.1 million visitors, respectively. Blibli also dropped to sixth place, while Orami rose to fifth place. Ralali also dropped to seventh place, and Zalora rose to eighth place.

### E-Commerce Payment Systems in Indonesia

Figure 2. E-Commerce Card Payment



Source. Tokopedia.com 2025

For more details, you can see the top Indonesian e-commerce sites in the chart above, along with their average monthly visitors. The massive growth of digitalization has also had an impact on payment systems in Indonesia. Currently, digital transactions in Indonesia have experienced significant growth.

This is partly due to the BSPI 2025 policy from Bank Indonesia. BSPI 2025 stands for Blueprint Sistem Pembayaran Indonesia 2025 (Indonesian Payment System Blueprint 2025). This is Bank Indonesia's payment system policy to navigate the role of the industry in the payment system in the era of digital economy and finance.

This blueprint consists of 5 Visions for the Indonesian Payment System 2025,

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implemented by five groups: Open Banking, Retail Payment Systems, Large-Value Payment Systems and Financial Market Infrastructure, Data and Digitalization, and Regulatory Reform, Licensing, and Supervision.

The BSPI 2025 policy reflects the government's growing emphasis on digital payment systems. BRI, as one of the key players in the banking industry, also provides open banking through BRIAPI. BRIAPI offers integration services to facilitate various community activities. Payment systems in e-commerce are one of the areas made easier.

There are several non-cash payment methods widely used in e-commerce by the Indonesian public, including:

### 1. Direct Debit

A debit card is an electronic card issued by a bank that account holders use for various banking transactions. It is typically used physically at merchants via an EDC (electronic data capture) machine or at an ATM.

However, BRIAPI, as an open banking service provider, also facilitates online payments using card transactions, specifically through direct debit. Through direct debit, BRI customers simply connect their debit card number to marketplaces or e-commerce platforms connected to BRIAPI.

This allows BRI, as the bank, to automatically deduct funds directly from the customer's account. Each payment transaction is secured using a one-time password (OTP).

### 2. Virtual Account

A virtual account is a virtual bank account. It typically takes the form of a series of ID numbers used for payments. These ID numbers vary for each transaction. BRI simplifies payment systems via virtual accounts by offering the BRIVA product. Payments on e-commerce platforms are one of the areas made easier with BRIVA.

The most popular non-cash payment methods are e-money and e-wallets or digital wallets. Due to its convenience, e-wallets can be used anywhere, such as toll roads, gas stations, shopping centers, or even at some merchants that support it. E-commerce providers can also integrate the BRIAPI service, which allows their customers to top up BRIZZI, BRI's e-money service.

### 3. QRIS

Quick Response Code Indonesia Standard (QRIS) is a technology that unifies various QR codes from multiple Payment System Service Providers (PJSP). Using QR codes enables cashless transactions not only in online stores but also at offline merchants.

BRIAPI offers payment system integration services with QRIS, divided into two types: static QRIS MPM and dynamic QRIS MPM. MPM or Merchant Presented Mode is a type of QRIS where the merchant displays the QR code for the customer to scan.

QRIS MPM Static means the merchant shows the QR code to the customer, and the customer actively scans the QR code and enters the transaction amount. In QRIS MPM Dynamic, the QR code is generated by the merchant's machine, such as an EDC, and already contains the transaction amount, with the code valid for only one transaction.

## Analysis of the Implementation of Tokopedia Card Transactions from an Islamic Law Perspective.

### 1. Understanding the Product: What is Tokopedia Card?

First, we must understand the essence of Tokopedia Card. Tokopedia Card is not a debit card or electronic money, but a conventional co-branded credit card. This card is the result of a collaboration between three parties:

- 1) Tokopedia: As an e-commerce platform and branding partner.
- 2) Bank BRI: As the card issuer providing credit facilities (loans).
- 3) Visa: As the global payment network provider.

As a conventional credit card, its primary mechanism is “buy now, pay later.” BRI will first pay the user's transactions to the merchant, and the user will owe BRI an amount that must be repaid by the due date.

## 2. Islamic Legal Review of the Main Features of the Tokopedia Card

To assess its compliance with Sharia law, we need to analyze the features and contracts associated with it.

- a. Interest, This is the most critical point in the analysis. Conventional credit cards, including the Tokopedia Card, charge interest under certain conditions:

- 1) Interest on Outstanding Balances: If the cardholder does not pay the entire balance by the due date.
- 2) Interest on Cash Advances: If the card is used to withdraw cash at an ATM.

Islamic Legal Perspective: The interest charged on this loan (debt) clearly falls under the category of Riba an-Nasi'ah. Riba an-Nasi'ah is the excess payment required on the principal debt due to the delay in payment.

The ruling on Riba is absolutely prohibited and is one of the major sins in Islam, based on definitive evidence from the Quran and Sunnah.

Allah SWT states in QS. Al-Baqarah [2]: 275: “...while Allah has permitted trade and forbidden Riba...”

Therefore, from the perspective of interest alone, the agreement offered by Tokopedia Card fundamentally contradicts Sharia principles.

- b. Late Fees (Late Fees)

If users are late in paying their bills past the due date, they will be charged a late fee.

Islamic Legal Perspective: Late fees on conventional credit cards are generally a percentage of the total bill or a significant nominal amount. Such fees are considered another form of usury because they are additional charges imposed due to debt.

In Islamic Fiqh, permissible penalties are Ta'widh (compensation). Ta'widh is the actual cost incurred by the lender to collect the debt (e.g., telephone costs, courier costs, etc.) and should not be a source of profit. Penalties on conventional credit cards do not reflect actual costs but function as penalties that increase profits, and are therefore deemed haram.

- c. Annual Fee

Tokopedia Card charges an annual fee to its users.

Islamic Legal Perspective: Annual fees or membership dues are permissible in Islam as long as they are considered Ujrah (wages) or Rusum al-Khadamat (service fees). The bank, as the card issuer, provides various services such as payment convenience, transaction security, record-keeping, and access to a global network (Visa). As long as these fees are fixed (fixed fee) and Not related to the amount or interest of the loan, scholars permit it. This feature can be considered sharia-compliant if viewed purely as a service fee.

- d. Promotions, Points (GoPay Coins), and Cashback

Tokopedia Card users receive benefits such as GoPay Coins for every transaction.

Islamic Legal Perspective: Promotions, points, or cashback provided by the card issuer (BRI/Tokopedia) to all its customers are generally considered as gifts (hibah) or

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marketing incentives. This is permissible.

These benefits become an issue if they are a condition of the loan agreement, which would fall under the principle: “Any loan that generates profit (for the lender) is usury.” However, in this context, the gift is provided by the card issuer and is not a direct condition of the loan itself, so most scholars consider it permissible.

### e. Comparison with Sharia Credit Cards

To clarify the inconsistency, we can compare it with the structure of Sharia Credit Cards, which have been issued a fatwa by the National Sharia Council - Indonesian Ulama Council (DSN-MUI) through Fatwa No. 54/DSN-MUI/X/2006.

Table 1. Departure of Hajj Pilgrims by Gender in Central Java

Features	Tokopedia Card (Conventional)	Sharia Credit Card (in accordance with DSN-MUI Fatwa)
Contract (Agreement)	Pure interest-bearing debt.	Combined contracts: Kafalah (guarantee), Qardh (interest-free loan), and Ijarah (service lease).
Interest	Present. This is the primary prohibited element (Riba).	Absent. The funding facility is a charitable loan (Qardh).
Penalties	Penalty-based for profit, considered Riba.	Based on Ta'widh (compensation for actual collection costs), penalty funds are channeled as social funds (charity).
Annual Fees	Yes (Service Fees).	Yes (Rusum al-Khadamat or Ujrah).
Usage Limits	No Sharia restrictions (can be used for non-halal transactions).	Limited to transactions with halal merchants and products.

Source: *fatwa dsn mui.com*

Features Tokopedia Card (Conventional) Sharia Credit Card (in accordance with DSN-MUI Fatwa):

Based on the above analysis, the conclusion is:

- 1) Not Sharia-Compliant: The basic contract of the Tokopedia Card as a conventional credit card contains elements of usury, which is strictly prohibited in Islam, namely through a system of interest and punitive penalties.
- 2) Binding Yourself to Usury: Even if a user intends to always pay on time to avoid interest, they still cannot escape from the initial contract. By signing or agreeing to the card's terms and conditions, they have agreed to and accepted the riba system, where the act of agreeing to an invalid (unlawful) contract itself is problematic from a Sharia perspective.
- 3) Potential for Falling into Usury: The risk of forgetting or being unable to pay on time is very high, which automatically plunges the cardholder into usurious transactions.
- 4) Recommendation: For a Muslim committed to conducting transactions in accordance with Islamic law principles, the use of the Tokopedia Card is not recommended. Safer and Sharia-compliant alternatives include:
  - a. Using direct payment methods such as debit cards.
  - b. Using electronic money (e-money) such as GoPay, which is pre-loaded with funds.
  - c. Using Sharia-compliant credit cards issued by Sharia banks in Indonesia that have followed the guidelines set by the DSN-MUI.

Therefore, from an Islamic legal perspective, transactions using the Tokopedia Card in e-commerce are not permitted because they contain elements of Riba, which is prohibited.

**The legal status (istinbath hukum) of using the Tokopedia Card as a transaction tool in e-commerce according to the perspective of fiqh muamalah.**

The process of legal reasoning for contemporary cases like this is not done by seeking explicit textual evidence mentioning “Tokopedia Card,” but through a systematic series of methodological steps.

**Introduction: The Meaning of Legal Ruling**

Legal ruling is the intellectual process by which a fiqh scholar (faqih) derives or extracts (derives) the legal status of a matter from its primary sources (the Qur'an and Sunnah) when there is no specific ruling on the matter. This process employs a set of methodologies known as Ushul Fiqh (the principles of Islamic jurisprudence).

The following are the theoretical stages in determining the legal status of the Tokopedia Card:

**Stage 1: At-Tashawwur as-Sahih (Understanding the Legal Object Correctly)**

The first and most fundamental step is to comprehensively understand the object to be judged. An important principle states:

الحكم على الشيء فرع عن تصوره

“Al-hukmu ‘ala asy-syai’ far'un 'an tashawwurihi”

Meaning: “Judging something is a branch of how we understand it.”

In the context of the Tokopedia Card, a faqih must understand in detail:

- 1) Product Characteristics: That this is a co-branded credit card that functions as a debt-based payment tool.
- 2) Parties Involved: Cardholder (consumer), Issuing Bank (BRI as the lender), and Merchant (Tokopedia and other sellers as payment recipients).
- 3) Transaction Mechanism: How the payment, billing, and debt settlement processes take place.
- 4) Contract: What are the contents of the agreement approved by the customer? This includes clauses regarding annual fees, credit limits, due dates, and most importantly, the consequences of full payment vs. minimum payment/delay.

Without a proper understanding at this stage, the resulting legal status could be incorrect.

**Stage 2: At-Takyif al-Fiqhi (Fiqh Characterization/Contract Classification)**

Once the object is understood, the next step is to perform takyif, which is to “translate” or classify this modern product into categories of contracts that are already known in the fiqh muamalah treasury.

Tokopedia Card is not a single contract, but a compound contract ('aqd murakkab) that contains several elements of classical contracts:

- 1) Qardh Element (Debt): This is the dominant characteristic. The bank provides a loan facility to the cardholder to pay for transactions, which must be repaid later.
- 2) Kafalah (Guarantee) Element: The bank acts as a guarantor (kafil) for the cardholder before the merchant. The bank guarantees to pay for transactions made by its customers.
- 3) Ijarah (Service Lease) Element: The annual fee can be categorized as ujah (wages) for the services provided by the bank, such as payment system convenience, security, and transaction recording.
- 4) Wakalah (Representation) Element: In some aspects, cardholders can be considered to be representing the bank in using the bank's funds in transactions.

From all these elements, the faqih will identify that the nature of qardh (debt) is the most essential and critical point in legal analysis.

Stage 3: Tathbiq al-Ahkam (Application of Law to the Characteristics of the Contract)

After the contract is classified, the relevant Sharia laws are applied to each element of the contract. The main focus will be on the most crucial element, namely qardh.

The main rule that applies to qardh contracts is:

كل قرض جر نفعاً فهو ربا

“Kullu qardin jarra naf'an fahuwa riba”

Meaning: “Every debt that brings profit (required benefit) is Riba.”

Its application to the Tokopedia Card:

- 1) When the cardholder is late in paying or only pays the minimum amount, the agreement automatically applies interest on the remaining debt.
- 2) This interest is the “benefit/profit” stipulated at the outset of the agreement and obtained by the bank from the loan transaction (qardh).
- 3) Based on the above principles, this interest is definitively Riba an-Nasi'ah (interest due to delay), which is explicitly prohibited in the Quran (QS. Al-Baqarah: 275-279).

Since this element of riba is inherently embedded in the core mechanism of the product, it “colors” the entire agreement.

Stage 4: Consideration of Maqashid asy-Syari'ah & Other Fiqh Principles

A faqih will also consider the noble objectives of Sharia (Maqashid asy-Syari'ah) and other fiqh principles.

- 1) Maqashid: One of the primary objectives of Sharia is to protect wealth (Hifzh al-Mal) from exploitative practices. Riba is considered a practice that undermines the justice of wealth distribution and is exploitative in nature.

2) Fiqh Principles:

a) *درء المفساد مقدم على جلب المصالح* (Dar'ul mafasid muqaddamun 'ala jalbil mashalih) - “Avoiding harm (mudarat) takes precedence over seeking benefit (mashalih).” The benefits of convenience and promotions from credit cards cannot outweigh the harm (mafsadah) of the usury inherent in them.

b) *إذا اجتمع الحلال والحرام غلب الحرام* (Idza ijتماعa al-halal wal haram ghulliba al-haram) - “When the permissible and the impermissible come together (in one matter), the impermissible prevails (determining its status).” Although there are permissible elements such as *ijarah* (annual fees), the presence of *Haram* (usury) that cannot be separated makes the entire product haram.

Based on the *Istinbath Hukum* theoretical analysis above, the legal status (*natijah al-hukm*) that can be concluded is:

The use of the Tokopedia Card as a transaction tool, in its current scheme (as a conventional credit card), is haram according to the perspective of *fiqh muamalah*.

The main reason is not the “card” or “technology” itself, but the underlying contract and mechanism, which inherently and inseparably contain elements of riba one of the greatest prohibitions in Islamic financial transactions. This legal status would differ if the product were restructured into a Sharia Card (*Bitaqah I'timan Syari'ah*) based on riba-free contracts, as has been fatwaed by the DSN-MUI

## CONCLUSION

The implementation of transactions using the Tokopedia Card (conventional credit card) in e-commerce is generally considered haram according to the majority of scholars. The critical point lies in the contract between the user and the issuing bank, which explicitly contains *riba* (interest) clauses, whether in the form of late payment fees or installment interest. Even if the user intends not to pay interest, they are already bound by a contract that does not comply with Sharia from the outset.

**Sharia-Compliant Alternatives:** To conduct transactions on e-commerce platforms like Tokopedia in accordance with Sharia law, Muslims are advised to use the following payment methods:

- 1) Debit Card: Direct payment deducts funds from the savings account.
- 2) Bank Transfer (Virtual Account): Transferring funds from one's own account.
- 3) Digital Wallet (E-Wallet like GoPay): Using pre-loaded funds (top-up).

**Sharia-Compliant Credit Card:** If available, use a credit card issued by a sharia-compliant bank with contracts aligned with Islamic principles (such as *kafalah*, *qardh*, and *ijarah*), which do not charge interest but may impose membership fees or late payment penalties that are *ta'widh* (actual compensation, not a percentage). Therefore, for the sake of caution (*ihtiyat*) and to maintain the blessings in transactions, it is highly recommended to avoid using the Tokopedia Card and choose alternative payment methods free from usury and uncertainty (*gharar*).

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