

Article History

Received : 12 March 2025  
Revised : 18 May 2025  
Accepted : 15 June 2025  
Published : 23 June 2025

## INTEGRATING SHARIA CONTRACTS INTO DIGITAL TRANSACTIONS: AN ANALYSIS OF DSN-MUI FATWAS 2021 IN E-COMMERCE PRACTICES

Jerry Anggara Saputra<sup>1</sup>, Ice Trisnawati<sup>2</sup>  
STIE Riau, Indonesia<sup>12</sup>

[Jerryanggaras1@gmail.com](mailto:Jerryanggaras1@gmail.com)<sup>1</sup>, [Icecrisnaw@gmail.com](mailto:Icecrisnaw@gmail.com)<sup>2</sup>

**ABSTRACT** The growth of e-commerce in Indonesia has created a major transformation in the digital-based buying and selling system. However, this development also raises new challenges in ensuring that transactions that occur are in accordance with sharia principles. To answer the need for sharia legal certainty in digital transactions, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa No. 144-146 of 2021 concerning hawalah, kafalah, and wakalah bil ujah contracts. This research aims to examine the implementation of the fatwa in e-commerce practices in Indonesia and analyze its relevance to the needs of sharia-compliant digital transactions. This research uses a qualitative approach with a library research method and normative-judicial analysis. Data were collected from the DSN-MUI fatwa, fiqh muamalah literature, e-commerce regulations, and document studies from several sharia marketplace platforms in Indonesia. The results show that the understanding and application of sharia contracts in e-commerce practices are still partial, not explicit, and often not understood by industry players. Wakalah bil ujah contracts are mostly applied in the form of platform administration fees, but kafalah and hawalah contracts are still rarely found in consumer protection mechanisms and payment systems. This study recommends the need for integration between DSN-MUI fatwas and digital regulations by relevant authorities, as well as increasing sharia literacy among digital business actors. Thus, the principles of muamalah can be fully implemented in the Islamic e-commerce ecosystem in Indonesia.

**KEYWORDS** E-Commerce; Fatwa DSN-MUI; Sharia Akad; Wakalah; Kafalah; Hawalah; Digital Transactions.

### INTRODUCTION

E-commerce has changed the pattern of community transactions from conventional to digital systems. However, this dynamic raises new issues in the context of compliance with sharia principles, especially regarding the transaction contracts used (Kahfi dkk., 2025). DSN-MUI Fatwa No. 144-146 of 2021 is one of the important references in answering the legal needs of contemporary muamalah in the digital field, which includes hawalah, kafalah, and wakalah bil ujah contracts. However, the realization of this fatwa in e-commerce practice is not optimal and requires critical evaluation (Shafiyah, 2024).

In recent years, the e-commerce industry in Indonesia has experienced rapid growth (Zakaria, 2024). Based on data from the Ministry of Communication and Information as well as e-Conomy SEA 2023 by Google, Temasek, and Bain & Company, the value of Indonesia's digital economy is estimated to reach USD 82 billion in 2023 and is projected to continue to increase to USD 150 billion by 2025 (Maryam, t.t.). The number of e-commerce players has also increased significantly, with more than 21 million MSMEs that have gone digital, utilizing platforms such as Tokopedia, Shopee, Bukalapak, and Lazada (Rusdi dkk., 2023). However, this pace of development is not always accompanied by

compliance with sharia principles in online transactions.

In the context of Islamic economics, the validity of a transaction is highly dependent on the contract that forms the basis of the agreement between the parties. DSN-MUI Fatwa No. 144, 145, and 146 of 2021 stipulates guidelines for the use of hawalah, kafalah, and wakalah bil ujah contracts in digital transactions (Jubaedah & Setiawan, 2025). However, there are still many e-commerce players who do not understand or do not implement these contracts explicitly in their services. In fact, sharia contracts are the main foundation for realizing transactions that are fair, transparent, and in accordance with Islamic muamalah principles.

Several previous studies have discussed the digital economy and sharia transactions, such as studies by Pusvisasari et, all (2023) AND Rofiullah (2024) which emphasize the importance of sharia principles in the modern financial system. Research from OJK (2020) also highlights the need for a sharia digital legal framework. However, studies that specifically examine the implementation of DSN-MUI fatwa No. 144-146 in the Indonesian e-commerce context are still limited.

Much of the literature on sharia contracts discusses their implementation in financial institutions, but not many have examined their implementation in digital platforms. Studies such as Tampubolon (2019) only focus on wakalah contracts in Islamic fintech, while the context of e-commerce as a non-financial institution ecosystem is rarely comprehensively explored. This article offers a critical approach to how the DSN-MUI fatwa is applied in online transaction practices.

The novelty of this research lies in its focus on the specific implementation of DSN-MUI fatwa No. 144-146 of 2021 in e-commerce, which has not been widely studied normatively and empirically. The research gap filled is the lack of mapping the extent to which digital platforms have or have not adopted sharia contracts in their

transactions, as well as the limited sharia literacy among industry players.

This research aims to analyze the extent to which DSN-MUI fatwa No. 144-146 of 2021 has been implemented in e-commerce transactions, evaluate its compliance with sharia contract principles, and provide recommendations for improving literacy and regulation. The main focus of this research includes three questions: (1) what are the forms of implementation of hawalah, kafalah, and wakalah bil ujah contracts in e-commerce platforms in Indonesia; (2) what are the challenges in implementing DSN-MUI fatwa No. 144-146 of 2021 in the context of digital transactions; and (3) what are the strategies to strengthen sharia literacy and sharia muamalah-based digital regulation in the e-commerce sector.

## METHODS

This research uses a descriptive qualitative approach with a library research method and normative-juridical analysis. Primary data is obtained from DSN-MUI Fatwa No. 144-146 of 2021, while secondary data comes from fiqh muamalah literature, e-commerce regulations, and sharia marketplace platform documents. The analysis is carried out descriptively-critically by examining the suitability between the substance of the fatwa and its implementation in the field.

## RESULT AND DISCUSSION

### **Transformation of E-Commerce Practices in Indonesia: From the Beginning to the Dynamics of the Last Five Years**

The practice of e-commerce in Indonesia began to be recognized in the late 1990s along with the growth of internet access among urban communities. In this early period, sites such as TokoBagus (which later became OLX) and buying and selling forums on Kaskus pioneered online transactions, although they were still simple and

informal. Transactions were based on trust without an integrated payment system (Riswanto dkk., 2024).

In the early 2000s, the marketplace concept was introduced with a more structured system. Features such as product catalogs, shopping carts, and payment methods were introduced to users. However, adoption was still limited due to low consumer trust, lack of logistics services, and limited digital infrastructure outside major cities (Awa dkk., 2024).

With the increase in internet penetration and the arrival of 3G and 4G networks, the e-commerce industry has made significant progress. Tokopedia (established in 2009) and Bukalapak (2010) are two big names that began to introduce a safer and more convenient online shopping experience. Both play a major role in educating consumers about the safety of online transactions and the importance of business digitalization bisnis (Sudarso dkk., 2020).

In 2014-2015, Indonesian e-commerce entered a phase of rapid growth thanks to an influx of foreign investment. Tokopedia, Bukalapak, and later Shopee obtained substantial funding that enabled service expansion, technology upgrades, and aggressive promotional programs. This created healthy competition that led to drastic improvements in service quality. Shopee, which entered the Indonesian market in 2015, used massive promotional strategies such as free shipping and massive discounts. This drastically changed the e-commerce landscape. Consumers are spoiled with shopping convenience and low prices, thus accelerating e-commerce adoption even among people who were previously reluctant to use digital services (Mardiana, 2022).

Tokopedia and Shopee became the two dominant players by 2020, beating Bukalapak in terms of users and transactions. Major campaigns such as Harbolnas (National Online Shopping Day) further increased exposure and sales volume (Ardianto dkk., 2020). E-commerce

platforms are also increasingly integrated with supporting services such as logistics and digital payments.

The development of digital payment systems has strengthened the e-commerce ecosystem. The presence of Gopay, OVO, DANA, and ShopeePay allows transactions to take place instantly, safely, and without cash. This is very helpful in increasing digital financial inclusion in Indonesian society, especially the younger generation. Social media also plays a big role in driving e-commerce growth. Instagram, TikTok and YouTube became platforms to promote products directly. This practice gave birth to the social commerce trend, where small businesses utilize personal accounts or celebgrams to sell their products in a more communicative and visual way (Hapiz dkk., 2025).

The COVID-19 pandemic that hit in 2020 was a major turning point for the e-commerce industry. Restrictions on physical activity have made people turn to online shopping to fulfill their daily needs. E-commerce turned from an alternative to a staple, especially for health products, groceries, and household needs. Consumption patterns have also changed during the pandemic. Household, health and food products dominated searches and transactions. This shows that e-commerce is no longer limited to fashion and electronics, but penetrates into the basic needs sector which was previously more dominant in traditional markets (Rosyada & Wigiawati, 2020).

The government also encourages the participation of MSMEs in the e-commerce ecosystem, among others through the National Movement for Proudly Made in Indonesia (Gernas BBI) program. Various trainings, digitalization incentives, and cooperation with e-commerce platforms are carried out so that MSMEs are able to transform and reach a wider market. Regulations are also being strengthened. The government issued Government Regulation No. 80/2019 on Trading Through Electronic Systems, which regulates the rights and obligations of business actors and consumer

protection. The ITE Law and regulations from OJK are also used to ensure transaction security and prevent fraudulent practices. Innovations continue to emerge in the last five years, one of which is live shopping. TikTok Shop is a pioneer in combining entertainment and shopping through live streaming. Consumers can see product demos, ask direct questions, and then buy in one interactive session, thus improving the user experience (Monica & Huda, 2025).

A big collaboration between companies is also happening. Tokopedia and Gojek officially joined forces in the GoTo ecosystem in 2021. This creates synergies between transportation services, digital finance, and e-commerce, making it one of the largest technology groups in Southeast Asia and strengthening local competitiveness. Consumer awareness of environmental issues is also increasing. Some platforms are starting to implement sustainable e-commerce concepts, such as the use of eco-friendly packaging and promotion of products that support green lifestyles. Urban consumers are starting to consider ethical and sustainable aspects of shopping (Sekar dkk., 2025).

Technologies such as artificial intelligence (AI) and big data are now widely used to personalize the user experience. Product recommendations, fraud detection, and consumer behavior analysis are becoming more sophisticated. This helps improve efficiency as well as user loyalty to the platform. The logistics sector too continues to evolve and innovate. Companies like JN&T Express, SiCepat, AnterAja and Ninja Xpress compete to provide fast, accurate and affordable services. Some platforms are even building in-house logistics systems to ensure quality and speed of delivery.

On the other hand, cross-border e-commerce practices such as the import of cheap goods from abroad raise concerns about the demise of local MSMEs. The government has responded with restrictive policies such as banning TikTok Shop from selling directly, so that domestic businesses remain protected and competitive. The development of e-commerce

also extends outside Java. The equitable distribution of internet networks and digitization of services encourage the growth of online transactions in the regions. This opens up new opportunities for local businesses to enter the national and even international markets.

Looking at the trends of the last five years, Indonesia's e-commerce has shown rapid growth in terms of technology, market adoption, and regulation. The future of this sector will be increasingly integrated with the financial, logistics and social systems of society, and become the main pillar of the national digital economy. With such rapid growth, e-commerce in Indonesia is not only a channel for commerce but is also transforming into a digital ecosystem that covers various aspects of life. Many businesses now no longer only focus on selling products, but also on building a strong digital brand, utilizing content marketing, and interacting with consumers through various digital channels consistently (Mahran & Sebyar, 2023).

Changing consumer behavior is also an important factor in this development. Millennials and Gen Z, as the most active internet users, show a strong preference for shopping experiences that are fast, practical, personalized and can be done anytime. This forces e-commerce players to constantly innovate in order to meet their rising expectations. Another important development is the omnichannel integration between physical stores and online platforms. Many conventional retailers such as Matahari, Ramayana and Ace Hardware now have official e-commerce channels to reach a wider market. Meanwhile, online players also open small physical stores as showrooms or pick-up points, creating a more flexible business model (Septiana & Damanuri, 2024).

From a socio-economic perspective, e-commerce also opens up new jobs in various fields, such as content management, digital marketing, logistics couriers, online customer service, and others. This contributes significantly to the growth of Indonesia's digital economy and creates new economic opportunities for the

community, especially young people and housewives.

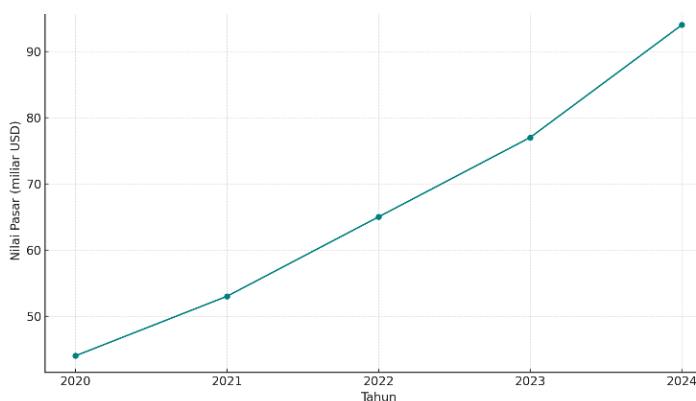
However, challenges remain. Increased competition makes the profit margins of e-commerce players smaller, especially with high advertising and promotion costs. In addition, consumers are also increasingly critical of product and service quality. Therefore, building trust, maintaining service quality, and providing a good user experience are key to sustainability. Cybersecurity and personal data protection are also in the spotlight. With the increasing number of online transactions, the threat of data leakage, phishing, and digital fraud has also increased. The government and industry players are required to work together to strengthen digital security infrastructure and educate consumers about privacy protection.

Meanwhile, collaboration between the private sector and the government in supporting the digitalization of MSMEs continues. Programs such as Proudly Made in Indonesia, UMKM Go Digital, and cooperation between marketplaces and local governments are further strengthening digital transformation in various regions, including villages that are starting to connect with national e-commerce. Equally important is the increasing role of sharia fintech in e-commerce, especially among Muslim communities who prioritize sharia principles in transactions. Platforms such as Paytren, LinkAja Syariah, and the use of contracts such as wakalah and murabahah in installment payments are part of the dynamics of Islamic values-based e-commerce in Indonesia.

In an international context, Indonesia is one of the largest e-commerce markets in Southeast Asia. This potential makes Indonesia a prime target for expansion of global companies. Therefore, regulations that support growth while protecting local players are important to keep the e-commerce market healthy, competitive, and inclusive. Overall, e-commerce practices in Indonesia have undergone a major transformation in the past two decades. The last five years have been a momentum of tremendous

acceleration, marked by massive digitalization, technology integration, and changes in people's consumption patterns (Hasanah & Suliana, 2024). With the right policies and continuous innovation, this sector is predicted to continue to be the main motor of national digital economic growth in the future.

**Chart. 1: Development of E-Commerce Market Value in Indonesia (2020-2024)**



The graph above shows the growth of e-commerce market value in Indonesia over the last five years (2020-2024). It shows a consistent increase from around USD 44 billion in 2020 to USD 94 billion in 2024. This surge reflects increasing digital adoption, changing consumer behavior, and maturing infrastructure and regulatory support.

### **Implementation of Akad Hawalah, Kafalah, and Wakalah bil Ujrah in E-Commerce Platforms in Indonesia**

The implementation of sharia contracts in Indonesian e-commerce platforms is still limited and not fully in accordance with DSN-MUI Fatwa No. 144, 145, and 146 of 2021 (Jannah, 2021). Wakalah bil ujrah is the most common contract found in practice. For example, in marketplace transactions such as Shopee or Tokopedia, the platform acts as a representative of the seller in providing digital storefronts, promotions, and managing payments, in exchange for a commission. Although this practice is substantially consistent with wakalah bil ujrah, explicit aspects such as ijab-qabul or sharia-compliant wakalah documentation are often overlooked.

Unlike wakalah, the application of kafalah contracts in e-commerce systems has not been explicitly implemented, although features such as escrow accounts or joint accounts contain elements of guarantees. In this case, the marketplace guarantees that the buyer's funds will not be forwarded to the seller before the goods are received. However, the legal aspects of kafalah such as the responsibility of the guarantor have not been formally explained in the platform structure (Fardesi, 2023).

Meanwhile, hawalah contracts are very rare in general e-commerce transactions. It has the potential to be applied to Islamic paylater or installment payment schemes, but Indonesia's marketplace system still dominates direct cash transactions. In addition, not many Islamic financial service providers have partnered directly with e-commerce to facilitate the hawalah system, so its implementation is still lagging behind.

**Table: E Commerce Platforms & Implementation of Sharia Agreements**

E-Commerce	GMV / Volume & Traffic	Wakalah bil Ujrah	Kafalah	Hawalah
<b>Shopee</b>	GMV US\$ 47.9 billion (Southeast Asia '23) ( <a href="https://en.wikipedia.org">en.wikipedia.org</a> ) Traffics ~2.3 billion visits '23	Service charge & commission on seller-implicit wakalah agreement, no legal documents	There is escrow; not a formal kafalah contract and not yet sharia verified	Not used
<b>Tokopedia</b>	Traffic ~1.2 billion	Admin commission for	Joint account; not yet	Almost

	visits '23 Join TikTok Shop; share ~40 % in Indonesia ( <a href="https://tempo.co">tempo.co</a> )	sellers; informal wakalah model	written as a kafalah contract	none
<b>Lazada</b>	Traffic ~762 million '23	There is a commission system, but no structural sharia	There is no implementation of the kafalah contract	None
<b>Bukalapak</b>	Traffic ~168 million '23	Marketplace commission; not yet contract-based	No acknowledgment of kafalah contract	None
<b>Blibli</b>	Traffic ~337 million '23	Service fee model exists; wakalah contract is still symbolic	None yet	None
<b>TikTok Shop</b>	Combined GMV with Tokopedia US\$ 32.6 billion	Potential wakalah model commission; needs clearer	Akad kafalah & hawalah not visible	Not used

		docum entatio n		
--	--	-----------------------	--	--

The data above shows that Shopee and Tokopedia dominate the e-commerce market in Indonesia, respectively with traffic of ±2.3 billion and ±1.2 billion visits per year (2023). Both platforms use a commission or service fee scheme for sellers, which is potentially categorized as a wakalah bil ujah contract. In practice, the platform acts as a deputy (representative of the seller) who helps display products, promote, and facilitate payments to consumers. However, fiqh-wise, the contract is not framed in the structure of ijab-qabul or documentation as required by Fatwa DSN-MUI No. 146 of 2021, so its implementation still does not meet the criteria of a full-fledged shar'i contract.

Some large e-commerce such as Tokopedia and Shopee also use an escrow system or joint account, where funds from the buyer will be held by the platform until the goods are confirmed to be received. This model is close to the concept of a kafalah contract, where a third party (the platform) guarantees the seller to fulfill his obligations to the buyer. However, kafalah contracts in Shariah require an explicit agreement of responsibility between the guarantor and the guaranteed, including clarity on the object and time period. Therefore, although there is already an element of guarantee in practice, there is not a single platform that explicitly mentions or integrates the kafalah contract in fiqh or according to DSN-MUI fatwa No. 145 of 2021 (Bakti, 2023).

Until 2024, no major e-commerce has actively implemented the hawalah contract, which is actually very relevant in the context of installments or paylater payments. A hawalah contract is the transfer of receivables from one party to another and can be used to replace the interest-based consumptive financing system. Although installment and paylater services have begun to be offered by e-commerce through fintech partnerships, the system is generally still conventionally based and has not formally used

the hawalah contract. This is a significant gap in the integration of digital sharia contracts in the e-commerce sector.

Platforms such as Blibli, Bukalapak, and Lazada also use a service fee and escrow system but have not yet shown any initiative towards full sharia certification or implementation. Blibli has ±337 million traffic, Bukalapak ±168 million, and Lazada ±762 million (2023), but there is no reporting that these platforms use contracts that are in accordance with DSN-MUI fatwa No. 144-146 of 2021. In general, although all platforms have implemented modern transaction systems, the presence of sharia elements has not been a priority or part of their system design, either in the form of contracts, user education, or internal regulations.

One of the main reasons for the weak implementation of sharia contracts in e-commerce is that the DSN-MUI fatwa is not legally binding, and the low literacy of digital muamalah contracts among business actors and consumers. The absence of a digital sharia audit institution or halal certification mechanism for online transactions means that platform players do not feel the need to frame the contract legally. In addition, most consumers have not made the halal aspect of the contract a priority, preferring convenience, speed, and price. As a result, while the value of Indonesia's e-commerce market continues to grow, projected to reach IDR 738 trillion (USD 46.6 billion) by 2025, sharia aspects have not been a major part of this growth.

### Challenges in Implementing DSN-MUI Fatwa No. 144-146 of 2021 in Digital Transactions

One of the main challenges is the low level of sharia literacy among e-commerce players and digital technology developers. Many platforms do not understand how to implement sharia contracts in accordance with the fatwa, because their focus is more on commercial aspects and transaction efficiency. As a result, sharia contracts are often only used as a symbol of Islam without the correct fiqh structure (Zikri, 2024).

In addition, DSN-MUI fatwas do not have positive legal force because they are non-binding. Business actors are not legally obliged to follow the fatwa, unless they are under the supervision of an Islamic financial institution such as OJK. The absence of technical regulations or guidelines that elaborate fatwas in the digital context means that platforms do not have clear operational guidelines to conform to the principles of muamalah.

The absence of a digital sharia audit mechanism and a sharia e-commerce certification body is also a serious obstacle. Without an institution that can verify and certify the contracts applied in the digital system, industry players tend to ignore or choose the conventional route. Whereas sharia audits are needed to assess the extent to which transactions in the platform are in accordance with Islamic law (Firmansyah, 2017). In addition, the lack of demand from consumers for clarity of contracts in transactions also makes business actors do not feel the need to provide explanations or choose valid contracts. The majority of consumers still focus on price, convenience, and transaction speed, not on the sharia validity of the system used. This situation exacerbates the low implementation of fatwas in everyday digital practices.

Another challenge that is no less important is the inconsistency in the interpretation of sharia contracts by various parties, both by business actors and sharia consultants. As hawalah, kafalah, and wakalah bil ujah contracts have complex fiqh nuances, different interpretations can lead to confusion and potential errors in technical implementation (NAJIB, 2020). For example, in the wakalah bil ujah contract, not all parties understand the limitations of fees allowed under sharia principles, so it is easy for deviations to occur in the practice of digital service fees.

On the other hand, the rapid innovation of digital technology has not been matched by an adaptive and timely fatwa response. The e-commerce world develops in a matter of months, while the fatwa process often takes a long time.

This has led to a regulatory lag, with digital platforms often outpacing sharia authorities. The gap between innovation and fatwa has led to the emergence of legal "gray areas" in digital practices, where it is unclear whether they are halal or haram according to sharia.

Then, the absence of strong synergy between regulators, scholars, and digital industry players also slows down the comprehensive application of this fatwa (Amadeo, 2025). For example, there is no joint forum or national task force that bridges the language of fiqh with the technicalities of digital platforms. As a result, many platforms have difficulty understanding how the structure of sharia contracts can be translated into transaction algorithms, especially for automated transactions such as checkout, autopayment, or escrow systems.

Another problem is the lack of sharia-based technical training for software engineers and digital product designers. So far, the discussion of muamalah fiqh has only been the domain of Islamic boarding schools, sharia academics, or financial institutions. In fact, for the DSN-MUI fatwa to be applied in digital systems, it is the technologists who must understand the concept of contracts and the pillars of transactions so that they can be embedded into application logic.

In terms of Muslim consumers, despite the awareness of the importance of halal transactions, there is no clear and verified feature to select sharia-based products or transactions in e-commerce platforms. For example, there is no "sharia contract verified" label on the product page or notification system that a transaction has used hawalah, kafalah, or wakalah bil ujah mechanisms according to the fatwa. This makes it difficult for consumers to behave according to their beliefs due to the limited information available.

The next challenge is the highly competitive orientation of e-commerce businesses that emphasize speed. Under these conditions, entrepreneurs will tend to avoid



additional processes such as certification, contract adjustment, or sharia consultation because they are perceived to slow down the growth rate and increase costs. This is where incentives and support from the government or Islamic financial institutions are needed to make compliance with the fatwa a benefit, not a business burden (Sulistiyawati, 2024).

Finally, the lack of integration of the DSN-MUI fatwa into the national positive legal system in the digital economy sector also weakens its driving force. Unlike Islamic banking, which is directly supervised by OJK, e-commerce players are still free to choose any transaction system. Therefore, it is important for relevant authorities such as KNEKS (National Committee for Sharia Economics and Finance), MUI, and the Ministry of Trade to make this fatwa a reference in the preparation of derivative policies or technical guidelines for sharia e-commerce that are legally binding.

If these challenges are not addressed, then the implementation of DSN-MUI fatwa No. 144-146 of 2021 will remain at the symbolic normative level, without having a substantive impact on the behavior of industry players and digital consumers. In fact, the potential for Islamic e-commerce in Indonesia is huge given the dominant Muslim population and the increasing trend of halal lifestyle among the younger generation.

### **Strategy for Strengthening Sharia Literacy and Digital Regulation Based on Sharia Muamalah in the E-Commerce Sector**

To answer these challenges, a comprehensive and cross-sectoral strategy is needed. First, DSN-MUI needs to work with Kominfo and OJK to develop technical guidelines for the application of the fatwa on hawalah, kafalah and wakalah contracts in e-commerce systems. These guidelines will be the implementation standards that platforms are required to follow.

Second, it is necessary to establish a digital sharia audit and certification institution that can verify and provide halal or sharia-compliant labels to digital platforms, as is already the case in the financial sector and halal food. The existence of this institution is important to provide certainty to consumers and become an incentive for business actors.

Third, sharia muamalah literacy must be strengthened through technical training for start-ups, developers, and e-commerce players, as well as through the education curriculum in universities. Collaboration between academics, practitioners and scholars is needed to create a generation of sharia-literate digital entrepreneurs.

Another strategy that needs to be developed is the creation of a digital contract module based on the DSN-MUI fatwa, which can be directly integrated in the e-commerce system, as well as exploring the use of smart contracts on the blockchain for sharia contract automation. This can accelerate the implementation of contract-based transactions in real-time, verified, and without manipulation (Allaymoun & Hamid, 2020).

Finally, public education and awareness campaigns for Muslim consumers on the importance of sharia contracts in online transactions are needed. Consumers who understand the contracts will become agents of change that encourage service providers to comply with sharia. The combination of these strategies will create an e-commerce ecosystem that is not only competitive, but also sharia-compliant and sustainable (Maulinda dkk., 2024).

Strengthening sharia literacy also needs to touch the realm of local and central government regulations. The government through the Ministry of Trade and the Ministry of Cooperatives & SMEs can encourage regulations that require the use of sharia contracts for Muslim businesses in digital trade. This regulation not only serves as a form of Muslim consumer protection, but also as a recognition of

the right to transactions in accordance with religious beliefs. Fiscal incentives and access to financing can also be provided to start-ups and MSMEs that run sharia-based e-commerce, so that strengthening this literacy is not only in the form of campaigns, but also supported by affirmative policies (Nurlaila dkk., 2022).

Increasing sharia digital literacy must also be synergized with the role of religious communities and organizations such as regional MUIs, Islamic mass organizations, and pesantren. They can spearhead community-based education, organize workshops, public discussions, and legal assistance for online transactions. By reaching out to the lower levels of society, collective awareness of the importance of sharia contracts can be built from the grassroots level. This will also strengthen the position of fatwa as a normative reference in digital economic practices, not just a theological recommendation (Ahyani & Muharir, 2021).

In addition, the integration of educational technology such as sharia muamalah-based mobile applications is also part of the strategy to strengthen literacy. This application can provide features such as contract simulation, sharia transaction calculator, and e-commerce fiqh question and answer service in real time. This technology allows young people, who make up the majority of e-commerce users, to gain a direct understanding that is applicable and contextual. With an interactive and digital-native approach, the transformation of awareness of sharia contracts will be faster and more widespread (Kurnia, 2023).

No less important, Islamic higher education institutions, especially the Faculty of Sharia and Islamic Economics, must become pioneers in research and development of sharia-based digital transaction systems. Collaboration with the faculty of informatics engineering or information systems to build digital contract prototypes and compile digital muamalah policy white papers is needed. This will bridge the gap between fiqh theory and modern digital practice,

which has been an obstacle in the implementation of muamalah fatwas.

With these strategies, Indonesia can take the lead in creating an adaptive, fatwa-based, sharia e-commerce ecosystem model that meets the needs of the times. The implementation of the contract is not only a symbol of sharia compliance, but also an instrument of consumer protection, strengthening Islamic economic law, and the nation's digital competitiveness. In the long run, this is also part of Indonesia's sharia economic diplomacy in the global arena (Sarman dkk., 2024).

The strategy of strengthening digital sharia literacy and regulation cannot be separated from the reality that the majority of digital economy actors in Indonesia are the younger generation. Therefore, the approach used cannot only be normative, but must also be innovative and culturally relevant. One important step is to build a narrative that sharia is not just a religious obligation, but also a solution to create fair, transparent and exploitation-free transactions. This approach will be more easily accepted by the digital generation who are accustomed to the principles of speed and efficiency.

Furthermore, regulations that encourage sharia certification must also be aligned with legal and technological infrastructure. For example, the integration between the OSS (Online Single Submission) system and digital halal labeling can accelerate the licensing process for sharia e-commerce players (Nasori dkk., 2022). This not only fosters a sharia-compliant digital ecosystem, but also strengthens the legal position of fatwas as an administratively recognized source of norms. The implementation of DSN-MUI fatwa No. 144-146 of 2021 will be more effective if facilitated by a nationally standardized system.

On the other hand, there is a need for digital transformation of the fatwa itself. So far, fatwas are only available in the form of PDF or printed documents, which are difficult for digital businesses to access quickly and apply.

Therefore, it is necessary to develop a digital fatwa platform equipped with interactive guides, sample contracts, and even APIs (Application Programming Interface) that can be integrated into e-commerce systems. This innovation will make the fatwa more "alive" in practice and not just a normative text.

In the context of the global economy, digital sharia literacy strategies can also strengthen Indonesia's position as the center of the world halal industry (Hidayah & Solihah, 2025). With the largest Muslim population and rapidly growing digital infrastructure, Indonesia has a great opportunity to export a credible sharia e-commerce model. However, this requires strong synergy between the state, scholars, businesses, academics, and the global Muslim community. Clear regulations, strong literacy, and an integrated system will be key to the successful export of Islamic muamalah values through digital platforms (Lautania dkk., 2024).

Ultimately, the success of this strategy will be measured not only by the number of sharia-certified platforms, but also by the level of consumer and business awareness of the importance of halal digital contracts. This transformation is not an instant process, but requires consistency, innovation and policy alignment. If all elements move together, then the implementation of sharia contracts in e-commerce will not only be a legal solution, but also part of an ethical, fair and civilized digital economic civilization.

## CONCLUSION

The study results show that most marketplace platforms have not explicitly implemented sharia contracts. Wakalah bil ujah contracts are generally applied in the form of administrative service fees by platform providers. However, kafalah (guarantee) and hawalah (debt transfer) contracts have not been widely used in the context of consumer protection or payment transactions. The lack of understanding of industry players and the lack of

technical regulations have caused this fatwa to not be optimally implemented.

The need for synergy between fatwa, state regulation, and sharia literacy is essential in realizing e-commerce that is in accordance with the principles of sharia muamalah. In addition, the integration of fatwas in the policies of regulators such as OJK, KNEKS, and Kominfo can strengthen the governance of sharia digital transactions. DSN-MUI Fatwa No. 144-146 of 2021 provides an important normative foundation for sharia e-commerce transactions. However, its implementation is still weak at the practical level. This research emphasizes the need for integration between the fatwa and government policies in the digital sector as well as increasing sharia literacy for digital business actors. This step is crucial to build a digital ecosystem that is not only technologically advanced, but also in accordance with Islamic principles.

## REFERENCE

- Ahyani, H., & Muharir, M. (2021). Perspektif hukum ekonomi syariah tentang wakaf uang di era revolusi industri 4.0. *Al-tsamam: Jurnal Ekonomi dan Keuangan Islam*, 3(1), 134–151.
- Allaymoun, M. H., & Hamid, O. A. H. (2020). *Proposed Mobile Application for Islamic Fintech E-Salam System an Approach to the Financial Inclusion*. 2020 International Conference on Data Analytics for Business and Industry: Way Towards a Sustainable Economy, ICDABI 2020. Scopus. <https://doi.org/10.1109/ICDABI51230.2020.9325698>
- Amadeo, D. D. (2025). Analisis Perspektif Hukum Ekonomi Syariah dalam Pembiayaan Sindikasi oleh Bank Syariah: Analisis Normatif tentang Hak dan Perlindungan Hukum bagi Pemegang Saham Minoritas

- dalam Investasi. *Jurnal Multidisiplin Ilmu Akademik*, 2(4), 242–254.
- Ardianto, K., Nuriska, F. P., & Nirawati, L. (2020). Pengaruh kepercayaan dan ulasan produk terhadap minat beli ulang Emina pada official store Shopee di Kota Surabaya. *Jurnal Ilmiah Manajemen Ubhara*, 2(2), 62.
- Awa, A., Judijanto, L., Ohyver, D. A., Zahara, A. E., & Setiawati, T. (2024). *Digital Marketing Strategy: Membangun Bisnis Online melalui Strategi Pemasaran Digital yang Efektif*. PT. Green Pustaka Indonesia.
- Bakti, I. T. (2023). Analisis Potensi Fraud Dalam Perolehan Cashback Pada Aplikasi Jual Beli Online Tokopedia. *Jurnal Ekonomi, Manajemen dan Akuntansi (JEKMA)*, 2(2), 130–137.
- Fardesi, M. (2023). *Potensi Pembiayaan UMKM dengan Sistem Peer to Peer Lending Syariah di Aceh* [PhD Thesis, UIN Ar-Raniry]. <https://repository.ar-raniry.ac.id/id/eprint/30074/>
- Firmansyah, A. (2017). Kajian kendala implementasi e-commerce di Indonesia. *Jurnal Masyarakat Telematika dan Informasi*, 8(2), 127–136.
- Hapiz, M., Septia, L. P., Aprilianti, D., Aprilianto, D., Maulida, I., Muhammad, F., Shaafia, A., Maulana, M. H., & Herdiana, D. (2025). Analisis Kebijakan Pengembangan UMKM Digital di Indonesia: Tantangan dan Peluang. *Madani: Jurnal Ilmiah Multidisiplin*, 3(5), 36–44.
- Hasanah, F., & Suliana, U. (2024). Transformasi Digital dan Dampaknya Terhadap Pertumbuhan Ekonomi: Studi Kasus Pada Industri E-Commerce. *Jurnal Ilmiah Kajian Multidisipliner*, 8(6). <https://oaj.jurnalhst.com/index.php/jikm/article/view/3949>
- Hidayah, N., & Solihah, U. (2025). Challenges and opportunities in the Indonesian halal industry. Dalam *Exploring the Halal Industry and Its Business Ecosystem Prospects* (hlm. 75–95). Scopus. <https://doi.org/10.4018/979-8-3693-8618-7.ch004>
- Jannah, Q. (2021). Transaksi E-Commerce Pada Marketplace Tokopedia Dalam Perspektif Fatwa Dsn-Mui Nomor 110/Dsn-Mui/Ix/2017 Tentang Akad Jual Beli. *Skripsi, UIN KHAS Jember*. [http://digilib.uinkhas.ac.id/23664/1/Quanitatul%20Jannah\\_S20172100.pdf](http://digilib.uinkhas.ac.id/23664/1/Quanitatul%20Jannah_S20172100.pdf)
- Jubaedah, D., & Setiawan, I. (2025). Perbandingan Fikih Akad Syariah pada Kontrak Tunggal dan Multi Kontrak dalam Pasar Modal Syariah Di Indonesia. *Eco-Iqtishodi: Jurnal Ilmiah Ekonomi dan Keuangan Syariah*, 6(2), 141–160.
- Kahfi, A., Abubakar, A., & Damis, R. (2025). Dinamika Jual Beli Dan Potensi Riba Era Digital Perspektif Al-Qur'an. *Tasamuh: Jurnal Studi Islam*, 17(1), 126–143.
- Kurnia, A. (2023). Maqashid Sharia Framework: Sharia Financial Inclusion Through Indonesian Sharia Mobile Bank. *Contributions to Management Science, Part F1204*, 445–453. Scopus. [https://doi.org/10.1007/978-3-031-27860-0\\_40](https://doi.org/10.1007/978-3-031-27860-0_40)
- Lautania, M. F., Mutia, E., Evayani, & Dinaroe. (2024). Islamic Fintech in Indonesia: Opportunities and Challenges for Growth and Innovation. *Lecture Notes in Networks and Systems, 923 LNNS*, 283–291. Scopus. [https://doi.org/10.1007/978-3-031-55911-2\\_27](https://doi.org/10.1007/978-3-031-55911-2_27)
- Mahrana, Z. A., & Sebyar, M. H. (2023). Pengaruh Peraturan Menteri Perdagangan (PERMENDAG) Nomor 31 Tahun 2023 terhadap Perkembangan E-commerce di Indonesia. *Hakim: Jurnal Ilmu Hukum dan Sosial*, 1(4), 51–67.
- Mardiana, M. (2022). *PERGESERAN INVESTASI PERUSAHAAN EKOMUNIKASI JEPANG*

- KE E-COMMERCE INDONESIA (2013-2019)(STUDI KASUS: INVESTASI SOFTBANK GROUP KE TOKOPEDIA)= *Shifting Investment of Japanese Telecommunication Companies to Indonesian E-Commerce (2013-2019).(Case study: Softbank Group's investment in Tokopedia)* [PhD Thesis, Universitas Hasanuddin]. <https://repository.unhas.ac.id/id/eprint/14436/>
- Maryam, S. (t.t.). *Analisis Faktor-Faktor yang Mempengaruhi Pertumbuhan Ekonomi Digital di 6 Negara ASEAN* [B.S. thesis, FEB UIN JAKARTA]. Diambil 23 Juni 2025, dari <https://repository.uinjkt.ac.id/dspace/handle/123456789/82620>
- Maulinda, L., Heriyanti, L., Sartika, M. D., & Sanjaya, V. F. (2024). Peran Technology Innovation Dan Product Differentiation Terhadap Competitive Advantage Disektor Fashion (Studi Pada Store Fashion Deandra\_Clothingline). *Jurnal Manajemen Mandiri Saburai (JMMS)*, 8(3), 238–345.
- Monica, M. B. R., & Huda, A. M. (2025). PENGARUH LIVE STREAMING SHOPPING TIKTOK TERHADAP MINAT PEMBELIAN PADA KONSUMEN AKUN PRODUK ATAP UPVC@ DR. SHIELD. *The Commercium*, 9(2), 130–143.
- NAJIB, A. (2020). *REKONSTRUKSI KEWENANGAN EKSEKUSI DAN PEMBATALAN PUTUSAN ARBITRASE SYARIAH DALAM PERSPEKTIF POLITIK HUKUM INDONESIA*. Program Studi Hukum Program Doktor Fakultas Hukum UII. <https://dspace.uui.ac.id/handle/123456789/48488>
- Nasori, N., Indrawati, S., Endarko, E., Mashuri, M., Prayitno, G., & Rubiyanto, A. (2022). Pemetaan usaha mikro kecil dan menengah Jawa Timur menuju sertifikasi halal tahun 2024. *Sewagati*, 6(1), 76–84.
- Nurlaila, N., Nasution, Y. S. J., Hermain, H., & Silalahi, P. R. (2022). PENGEMBANGAN UMKM KULINER BERBASIS SYARIAH: STUDI KASUS DI SUMATERA BARAT. *Jurnal Ilmiah Ekonomi Islam*, 8(3), 3793–3802.
- Pusvisasari, L., Bisri, H., & Suntana, I. (2023). Analisis Filosofi dan Teori Hukum Ekonomi Syariah dalam Konteks Perbankan Syariah. *Jurnal Ekonomi Utama*, 2(3), 269–277.
- Riswanto, A., Joko, J., Napisah, S., Boari, Y., Kusumaningrum, D., Nurfaidah, N., & Judijanto, L. (2024). *Ekonomi Bisnis Digital: Dinamika Ekonomi Bisnis di Era Digital*. PT. Sonpedia Publishing Indonesia.
- Rofiullah, A. H. (2024). ANALISIS IMPLEMENTASI PRINSIP SYARIAH DALAM TRANSAKSI EKONOMI MODERN. *Lex Economica Journal*, 2(2), 127–141.
- Rosyada, M., & Wigiawati, A. (2020). Strategi survival UMKM Batik Tulis Pekalongan di tengah pandemi COVID-19 (studi kasus pada “Batik Pesisir” Pekalongan). *Jurnal Bisnis dan Kajian Strategi Manajemen*, 4(2). <http://jurnal.utu.ac.id/jbkan/article/view/2424>
- Rusdi, R., Armiani, A., & Murjana, I. M. (2023). Pengaruh Media Sosial, E-Commerce, dan Website terhadap Kinerja UMKM pada UMKM Tenun di Lombok Tengah:-. *Kompeten: Jurnal Ilmiah Ekonomi Dan Bisnis*, 1(4), 169–177.
- Sarman, H. R., Affandi, H. A., & H Horas Djulius, S. E. (2024). *STRATEGI BISNIS PENGUSAHA NAHDLIYIN: Menguak Rahasia Sukses Melalui Inovasi Digital dan Kolaborasi Pengetahuan*. Nas Media Pustaka.
- Sekar, C., Aprianti, R., & Rodiyah, I. (2025). Strategi Lobi Dan Negosiasi Tokopedia Dalam Mencapai Kesepakatan Kerjasama

- Dengan Tiktok Ltd. *Jurnal Ilmiah Wahana Pendidikan*, 11(1. B), 42–55.
- Septiana, E., & Damanuri, A. (2024). Perubahan perilaku konsumen generasi milenial dan generasi z terhadap pembelian consumer goods pada era digital di desa beton. *IJMA (Indonesian Journal of Management and Accounting)*, 5(2), 248–261.
- Shafiyah, A. (2024). *Implementasi Akad Salam Pada Transaksi Jual Beli Online Di Nc Sukabumi Shop Perspektif Fatwa Dsn-Mui No. 146/Dsn-Mui/xii/2021 Tentang Online Shop Berdasarkan Prinsip Syariah* [PhD Thesis, S1-Hukum Ekonomi Syariah UIN SSC].  
<http://repository.syekhnurjati.ac.id/id/eprint/14873>
- Sudarso, A., Purba, B., Ardiana, D. P. Y., Manullang, S. O., Karim, A., Purba, P. B., Muliana, M., Siagian, V., Siregar, M. N. H., & Jamaludin, J. (2020). *Konsep e-bisnis*. Yayasan Kita Menulis.
- Sulistyawati, U. S. (2024). Membangun Keunggulan Kompetitif melalui Platform E-Commerce: Studi Kasus Tokopedia. *Jurnal Manajemen Dan Teknologi*, 1(1), 43–56.
- Tampubolon, H. R. (2019). Seluk-beluk peer to peer lending sebagai wujud baru keuangan di Indonesia. *Jurnal Bina Mulia Hukum*, 3(2), 188–198.
- Zakaria, J. (2024). Peran E-Commerce Dalam Pembangunan Ekonomi Daerah Di Indonesia. *Jurnal Ekonomi Pembangunan STIE Muhammadiyah Palopo*, 10(1), 142.
- Zikri, H. (2024). Transformasi Ekonomi Digital untuk Meningkatkan Produktivitas dan Daya Saing UMKM di Indonesia. *Glossary: Jurnal Ekonomi Syariah*, 2(1), 16–25.