



Abdullah Mustaqim's Maqasid-Based Exegetical Analysis of PayLater Practices and Maqasid al-Shari'ah

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Abstract

This article examines *PayLater* practices through Abdullah Mustaqim's maqasid-based exegetical approach, focusing on their compatibility with the objectives of *maqasid al-shari'ah* in contemporary digital financial transactions. The study is motivated by the rapid growth of *PayLater* services and the ongoing debate regarding their conformity with Islamic ethical and legal principles. Employing a qualitative approach with *content analysis* as its primary method, the article utilizes the Quran and Abdullah Mustaqim's works on maqasid-based exegesis as primary sources. Secondary data are derived from the literature on *maqasid al-shari'ah*, fatwas issued by the National Sharia Council of the Indonesian Ulema Council, relevant regulations, and scholarly studies on *PayLater* services and Islamic economics. Data were collected through documentation and analyzed using the maqasid-based exegetical framework. The findings indicate that *PayLater* practices are permissible when they ensure contractual transparency, avoid *riba*, *gharar*, and *maysir*, and provide tangible benefits to users. Conversely, practices involving interest charges, exploitative penalties, and excessive consumerism contradict the objectives of *maqasid al-shari'ah*, particularly the protection of wealth (*hifz al-mal*). These findings demonstrate the relevance of maqasid-based exegesis in addressing contemporary financial issues and promoting Sharia-compliant digital financial practices.

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INTRODUCTION

Advances in digital technology have driven significant transformations across various sectors of life, including the financial sector. One rapidly growing innovation is the “Buy Now, Pay Later” (BNPL) service, better known as PayLater (Adhani, 2025; Haq et al., 2026; Putri et al., 2025). This service allows consumers to obtain goods or services first and make payments at an agreed-upon time. Ease of access, a quick registration process, and payment flexibility have made PayLater increasingly popular among the public, particularly the younger generation who actively use digital

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platforms and e-commerce (Nurfitri et al., 2025). This phenomenon demonstrates that digitalization has shifted people's transaction patterns from conventional payment systems toward technology-based financial systems that offer efficiency and convenience in meeting consumption needs.

In Indonesia, the use of PayLater has seen a significant increase in tandem with the growth of the financial technology (fintech) and e-commerce industries. Various digital platforms offer this service as a practical and easily accessible short-term financing alternative (Ramandini et al., 2025). On the one hand, PayLater provides benefits such as increased financial inclusion, ease of transactions, and payment flexibility for consumers. However, on the other hand, this convenience also has the potential to encourage consumerist behavior, increase debt risk, and cause financial problems if used without careful planning (Kadir & Asy'ari, 2026; Prastiwi & Fitria, 2021). These conditions make PayLater a contemporary socioeconomic phenomenon that requires in-depth study, not only from an economic perspective but also from the perspectives of Islamic ethics and law.

In Islam, economic activity is not solely oriented toward material gain but must also be based on the principles of justice (*al-'adl*), public interest (*maslahah*), balance (*tawazun*), and moral responsibility. Every transaction must be free from elements of *riba*, *gharur*, and *maysir*, which have the potential to cause injustice and harm to one of the parties. These principles align with the primary objectives of Islamic law (*maqasid al-shari'ah*), namely to promote the public good and prevent harm in human life (Kurniawan & Hudaf, 2021; Saphira et al., 2025). Therefore, the emergence of PayLater services has sparked academic discussion regarding the extent to which the transaction mechanisms employed align with the Sharia principles established in Islam.

The debate over the legal status of PayLater has arisen due to differences in the characteristics of the services offered by various digital financial service providers (Aghisna & Hasmianti, 2026). Some scholars and academics argue that PayLater can be equated with a qardh contract or a credit sale (*bai' bi al-taqsih*), which is permissible as long as it meets the conditions and essential elements of the contract and does not contain elements prohibited by Islamic law (Ulum & Asmuni, 2023). Conversely, others argue that the presence of interest, certain additional fees, and late payment penalties potentially involves elements of *riba*, which contradicts the principles of Islamic law (Rahayu & Aenina, 2021). This debate demonstrates that evaluating PayLater practices cannot be done solely through a normative fiqh approach but also requires an analysis that takes into account the objectives and wisdom of Islamic law more comprehensively.

In this context, the maqasidi approach to interpretation is relevant for analyzing the PayLater phenomenon. Maqasidi interpretation is an approach that focuses on the purposes, values, and wisdom contained within the text of the Quran. Abdullah Mustaqim explains that maqasidi exegesis does not stop at the textual meaning of a verse but seeks to explore the objectives of Islamic law that can serve as a basis for addressing contemporary issues (Rohman et al., 2026). Through this approach, an economic practice is not only evaluated based on the validity of its contract but is also examined in terms of its impact on the welfare of individuals, families, and society at large.

Various previous studies have examined the PayLater phenomenon from the perspectives of Islamic law and Islamic economics. Ramadani et al., (2025) examined Shopee PayLater transactions based on the essential elements and conditions of a contract under Islamic law. Maulida, (2021) analyzed PayLater from the perspective of Islamic economics and found that it presents both potential benefits and risks for users. Yanti et al., (2026) examined the implementation of the *bai' al-taqsih* contract in PayLater transactions. Munawarsyah, (2024) discussed the legality of PayLater

services based on Islamic finance fatwas. The findings of these studies indicate that the discourse on PayLater has expanded to encompass aspects of *muamalah* jurisprudence, Islamic finance, and Islamic financial ethics.

Furthermore, a search of the Scopus database for studies on PayLater yielded 29 documents from 2023 to 2026. This analysis clearly shows that not a single study related to PayLater from the perspective of Islamic law has been identified. Below is a visualization of the VOSviewer bibliometric analysis based on the themes of PayLater, *Maqasid al-Shari'ah*, and digital finance.

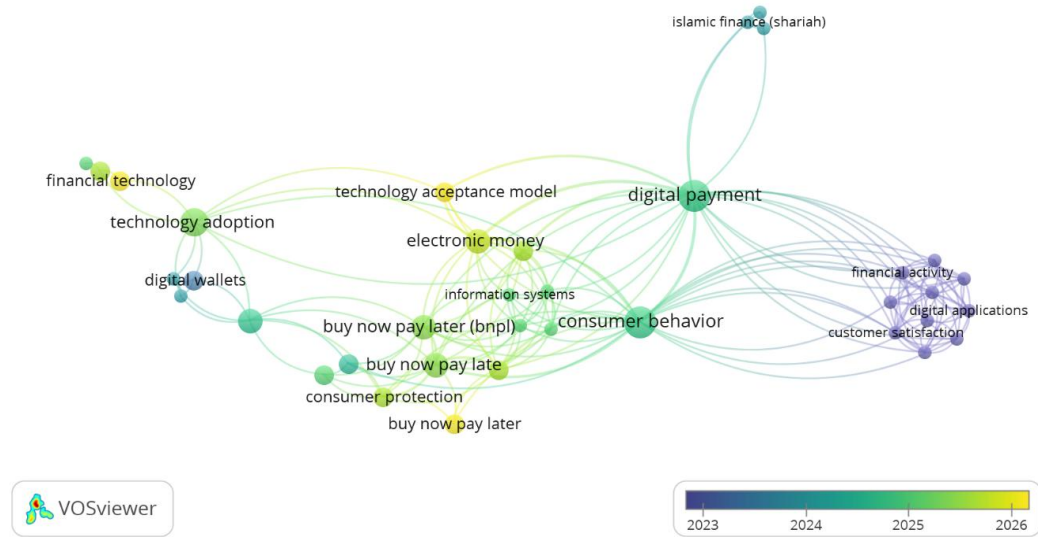


Fig 1. Vosviewer visualization analysis of studies on PayLater from an Islamic law perspective based on keywords (Scopus database, 2020–2026)

Nevertheless, the findings of previous studies are still dominated by analyses of transaction law, financing contracts, and aspects of Islamic economics. Studies that specifically link PayLater practices to Abdullah Mustaqim's maqasidi interpretive approach particularly in interpreting the values of debt and credit and economic public interest based on Quranic Surah Al-Baqarah, verse 245 remain relatively limited. In fact, this approach has the potential to provide a more comprehensive perspective in assessing whether the PayLater practice is in line with the objectives of Sharia or, conversely, has the potential to cause harm to society.

There is a gap between the growth of PayLater as a modern digital financial instrument and the limited number of studies that analyze this phenomenon through a maqasidi interpretive approach. Most previous studies have focused on the legality of contracts, interest laws, and transaction mechanisms, while analyses linking PayLater practices to the objectives of Sharia (*maqasid al-shari'ah*) based on Abdullah Mustaqim's maqasidi interpretive perspective remain scarce. Consequently, the dimensions of public interest (*maslahah*), protection of wealth (*hifz al-mal*), and socioeconomic impacts which are the primary objectives of Sharia have not received adequate attention.

The novelty of this article lies in the use of Abdullah Mustaqim's maqasidi exegetical approach as the primary analytical framework for examining the PayLater practice. Unlike previous studies that have placed greater emphasis on the aspects of muamalah fiqh and the legality of contracts, this article analyzes PayLater based on the objectives of Sharia, specifically the values of public interest, economic justice, and the protection of property as contained in Quranic Surah Al-Baqarah, verse 245. Thus, this study offers an interdisciplinary perspective that integrates Qur'anic studies, maqasidi exegesis, and contemporary Islamic economics.

This article makes a theoretical contribution to the development of contemporary exegesis studies by demonstrating the relevance of maqasidi exegesis in addressing issues in the digital economy. Academically, the findings of this study

are expected to enrich the discourse on the integration of exegesis and Islamic economics in addressing the development of modern financial technology. Practically, this article can serve as a reference for the public, academics, regulators, and digital financial service providers in designing transaction systems that not only comply with legal requirements but are also aligned with the Islamic values of public interest, justice, and economic sustainability.

Based on the above, this article aims to analyze the PayLater practice through Abdullah Mustaqim's *maqasidi* exegetical approach and to explain its relevance to the objectives of *maqasid al-shari'ah* in the context of contemporary digital finance. The findings of this study are expected to contribute to the development of studies in Quranic exegesis, Islamic economics, and contemporary Islamic studies in addressing the challenges of digital transformation in the modern era.

METHODS

This article was written through several stages, including the identification of the PayLater phenomenon as one of today's digital financial products; the collection of data from various primary and secondary sources; the categorization of data based on relevant themes; content analysis of the collected data; the interpretation of data using Abdullah Mustaqim's *maqasidi* interpretive approach; and the drawing of conclusions. These stages were carried out systematically to gain a comprehensive understanding of PayLater practices from the perspective of *maqasid al-shari'ah* and their relevance to the objectives of Islamic law in the context of digital financial transactions.

Method and Type

This article employs a qualitative approach using content analysis. The qualitative approach was chosen because it allows the author to gain an in-depth understanding of the phenomenon of PayLater usage and its connection to the Sharia values contained in the Quran (Creswell, 2018; Dasrizal et al., 2025; Engkizar et al., 2026; Sari et al., 2025). Content analysis is used to identify, classify, and interpret the messages, values, and Sharia objectives found in Quranic Surah Al-Baqarah, verse 245, and various sources related to PayLater practices. This method is considered relevant because it can explain the relationship between contemporary social realities and the normative values of the Quran through the *maqasidi* exegetical approach (Engkizar et al., 2025; Hamid et al., 2026; Krippendorff, 2022).

In line with this objective, this article not only examines the legal aspects of PayLater transactions but also assesses the extent to which this practice can promote public welfare and prevent harm in accordance with the primary objectives of Islamic law. Thus, the *maqasidi* interpretive approach is used as an analytical framework to bridge religious texts with contemporary digital economic issues.

Data Sources

The data in this article consists of primary and secondary data. The primary data is sourced from the Quran, specifically Surah Al-Baqarah, verse 245, as well as the works of Abdullah Mustaqim, which discuss *maqasidi* exegesis and the development of an interpretation methodology based on *maqasid al-shari'ah* (Mansyur et al., 2019). These primary sources were selected because they serve as the main foundation for understanding the concepts of debt and credit, public interest, and the objectives of Sharia in economic transactions.

Secondary data was obtained from various exegetical texts, literature on *maqasid al-shari'ah*, fatwas issued by the National Sharia Council of the Indonesian Ulema Council, regulations related to digital financial services, scientific journal articles, academic books, and various publications discussing PayLater, qardh contracts, credit transactions, and Islamic economic law (Kurniawan & Hudaf, 2021). The use of

these sources aims to strengthen the analysis and provide a broader context for the study's findings.

Instruments

In qualitative articles, the author acts as the primary instrument (human instrument), playing a role in determining the focus of the study, collecting data, classifying information, analyzing data, and interpreting findings (Akem et al., 2025; Desky et al., 2025; Engkizar et al., 2025). This role is crucial because the analysis focuses not only on the text but also on the meanings embedded within it.

To support this process, auxiliary instruments in the form of documentation sheets and data categorization matrices were used. These instruments were used to group data into specific themes, such as the concept of debt and credit in Islam, the characteristics of PayLater services, the principles of maqasid al-shari'ah, aspects of *hifz al-mal*, and indicators of benefit and harm in digital transactions.

Data Analysis Tools

The analytical tool used in this article is the content analysis framework developed by Krippendorff, (2022), combined with Abdullah Mustaqim's maqasidi interpretive approach. Content analysis is used to systematically examine the meaning of the text, while the maqasidi interpretive approach is used to identify the purposes, values, and wisdom contained in the Quranic verses under study.

Through this approach, the analysis does not stop at a literal understanding of the verses but is directed toward discovering the relevance of Quranic values to the practice of PayLater as a contemporary digital economic phenomenon. Thus, the results of the analysis are expected to clarify PayLater's position within the framework of public interest and the objectives of Islamic law.

Data Analysis Techniques

The data analysis in this article adapts the interactive model proposed by Miles, (2015), which includes data collection, data reduction, data presentation, and the drawing and verification of conclusions. The data collection phase was conducted by reviewing various sources relevant to the study's theme. Next, data reduction was performed by selecting information related to the PayLater practice, the concept of *maqasid al-shari'ah*, and Abdullah Mustaqim's maqasidi interpretation.

The reduced data was then systematically presented based on thematic categories to facilitate the interpretation process. The next stage involved analyzing and interpreting the data by linking the PayLater concept to the objectives of Sharia contained in Quranic Surah Al-Baqarah, verse 245. The final process involved drawing conclusions and verifying them to ensure consistency among the data, analysis, and findings (Miles et al., 2014).

Data Validity

Data validity was ensured through source triangulation and persistent observation. Source triangulation is conducted by comparing data derived from the Quran, exegetical works, the writings of Abdullah Mustaqim, fatwas from the National Sharia Council of the Indonesian Ulema Council, literature on maqasid al-shari'ah, and various relevant academic studies (Iphofen & Tolich, 2018). This technique is used to ensure the consistency and accuracy of the analyzed data. Additionally, persistent observation is carried out through repeated reading, examination, and interpretation of the data to gain a deep understanding of the relationship between the PayLater practice and the objectives of Islamic Sharia. Through this procedure, the study's findings are expected to possess adequate levels of credibility, reliability, confirmability, and transferability within the tradition of qualitative research (Desky et al., 2025).

RESULT AND DISCUSSION

PayLater is a digital financial service that allows users to make payments in installments without needing a credit card. This service has been widely adopted by various fintech platforms, e-commerce sites, and marketplaces to meet the needs of consumers who want to shop or travel using more flexible payment methods. This trend is growing rapidly among millennials because it offers easy access to credit with benefits similar to those of a credit card, but without the requirement of owning a physical card. PayLater is a form of digital financial service innovation that allows consumers to obtain goods or services first and make payments at a later date. This system, known as Buy Now Pay Later (BNPL), is growing rapidly alongside the increasing use of financial technology across various retail sectors. Paylater provides a more accessible financing alternative compared to conventional credit facilities because the application process is relatively quick and simple (Nurawwalin et al., 2026).

This “buy now, pay later” feature can be used for a variety of needs, ranging from travel, food purchases, and daily transportation to other consumer products. PayLater’s main advantages lie in its quick and simple registration process, as well as its ease of use it’s accessible anytime, anywhere. As a result, PayLater has become a practical payment method that aligns with the lifestyles of modern consumers.

In terms of how it works, the app company first covers the user’s payment to the merchant, and the user is then obligated to settle the bill with the app company according to the terms and conditions. To use this service, users are typically required to upload personal data, a selfie, and a photo of a valid government-issued ID such as a National Identity Card and to complete an online registration form. This process ensures identity verification while providing quick access to digital credit facilities (Hapsari et al., 2026; Prastiwi & Fitria, 2021).

From an Islamic economic perspective, the permissibility of using “paylater” services depends on the contract and the transaction mechanisms involved. If the transaction is conducted under a clear contract that does not involve *riba*, *gharar* (uncertainty), or *maysir* (speculation or gambling), then its use is permissible. Conversely, if there are elements that contradict Sharia principles, then such transactions are not permitted. Therefore, a study of “paylater” is important to understand its compatibility with the principles of *maqashid al-sharia*, which aim to promote public welfare and prevent harm to society (Arifah et al., 2025; Maksum et al., 2023; Rahayu & Aenina, 2021).

In Islam, debt and credit are classified as transactions governed by the Qardh contract. A contract is valid if its essential elements and conditions are fulfilled. These essential elements and conditions have been applied to the Shopee Paylater loan, including: the parties to the contract (those entering into the debt and credit arrangement), the subject matter of the debt, and the contractual formula (*ijab qabul*) (Sinaga & Baidhowi, 2025).

Advantages and Disadvantages of Paylater

Paylater offers various benefits to the public, particularly in enhancing short-term financial flexibility. Through this service, consumers can meet urgent needs without having to wait for cash to become available. Additionally, Paylater is also considered capable of expanding access to financing for segments of the population who previously had difficulty obtaining credit services from formal financial institutions (Nurfitri et al., 2025).

Chapra explains that the Islamic economic system is not solely oriented toward material gain but also aims to achieve holistic human well-being. In the context of Paylater, a transaction can be considered beneficial if it provides economic benefits without sacrificing social stability, moral values, or family well-being. Thus, the use of

Paylater must take into account its long-term impact on the lives of individuals and society (Chapra, 2008).

There are several advantages to PayLater, which has become a highly popular alternative payment method among millennials, in addition to its ease and convenience, as follows: First, the process is fast and more convenient. The “buy now, pay later” payment method is very convenient to use, especially when there are urgent needs. For example, at the end of the month, when you need money for transportation and daily meals. Or, other needs that arise before payday. Additionally, this feature can also serve as an alternative way to access loan funds more quickly when you need extra money for other needs. This feature offers lenient requirements for those who wish to sign up. The activation process is also generally faster and easier compared to applying for a credit card at a conventional bank or even an Islamic bank.

Second, the payment terms vary (some go up to 1 year). The choice of payment term can also be tailored to the consumer's (buyer's) preferences and financial capacity. The payment terms for PayLater on various e-commerce platforms and e-wallets range from 1 month to 12 months. The shorter the repayment period chosen, the lower the interest rate is likely to be. In fact, some e-commerce platforms charge only 1% interest for those who choose a 1-month repayment period. Third, there are many attractive promotions. As PayLater features become increasingly popular, more companies are offering attractive promotions to users who utilize the feature while shopping. Consequently, these promotions are another reason why many people are drawn to this payment method.

The convenience offered by PayLater can encourage consumerist behavior and create new financial burdens. Users who are accustomed to using this feature may see their spending limits increase, making it even harder to control their expenses. Additionally, using more than one PayLater service at the same time can increase the total monthly bill. If not managed properly, this situation risks disrupting personal financial stability. Therefore, it is important to understand the consequences of using PayLater before deciding to use it (Silalahi et al., 2022).

The emergence of PayLater does indeed provide convenience. However, it can become addictive and lead to constant use. Therefore, it is necessary to consider the following points before using it: First, there are additional fees and interest PayLater does not simply make it easier to purchase items. Instead, it encourages users to make purchases and charges interest and additional fees. Even if a person actually has enough money, the allure of the service often leads them to choose to buy now and pay later. The only advantage of PayLater is its extended repayment period.

Second, consumerist tendencies often increase; once you use the PayLater feature and it works, your desire to consume grows even more. Especially since there's no need to make a bank transfer the amount is automatically deducted from your credit limit. If you use PayLater repeatedly especially if you never miss a payment your maximum spending limit will likely increase. This increase in the limit makes it even harder to curb the urge to spend. Eventually, the habit of buying lots of things becomes unavoidable.

Third, while PayLater might be an alternative for those with a high income who don't use credit cards, it can strain monthly finances and lead to disorganized financial management. However, if your income remains the same while your monthly expenses increase due to installments, you'll face financial difficulties. If you keep shopping, these costs will grow even larger and eventually strain your finances. Uncontrolled spending is one of the main causes of disorganized financial records, including previously planned financial reports.

Fourth, using more than one PayLater service. Once you've experienced the convenience, the temptation to seek out other options is strong. While not everyone

does this, some are tempted to use other PayLater services especially if they've reached their limit on one platform. Naturally, they'll need another option to make a purchase. If you use multiple PayLater accounts to make purchases, you'll end up with a large number of bills each month.

Fifth, late payments result in fines. If you're late on a payment, you'll likely be charged a fine and end up spending money on something unnecessary. The fines generally vary and depend on the initial agreement. It's best to read and understand the details of this PayLater feature before deciding to use it especially regarding the interest charged on each monthly bill and the fines incurred whenever you're late on a payment. Not to mention any additional administrative fees you may not have been aware of beforehand.

PayLater can indeed be helpful in emergencies. However, there are times when it can actually lead you astray especially if you use more than one platform and end up struggling to pay it off. Little by little, over time, this causes your financial burden to balloon. Rather than using this feature and ending up with a financial mess, it's better to save. By saving, you can buy the items you need in cash without interest or other additional fees (Hardika & Huda, 2021; Prastiwi & Fitria, 2021).

Despite the various conveniences it offers, using PayLater also carries a number of risks. Easy access to financing can encourage consumerist behavior and impulsive purchases that are not in line with the user's financial capacity. Furthermore, service fees, interest, and late payment penalties have the potential to increase the financial burden if users are unable to meet their payment obligations on time. These conditions can lead to ongoing financial problems and increase the risk of falling into debt (Harahap et al., 2023).

In the study of *maqashid al-sharia*, the use of "paylater" services must be evaluated based on their ability to promote public interest and prevent harm. Ideally, every economic activity should support the preservation of the five primary objectives of sharia: safeguarding religion, life, intellect, lineage, and wealth. Therefore, the use of "paylater" services that help meet essential needs and do not cause negative impacts can be considered consistent with Sharia objectives (Kamali, 2008).

Lahsasna emphasizes that the application of the *maqashid al-Sharia* in the modern financial sector aims to ensure that every financial product provides tangible benefits to society. Financing products that have the potential to cause injustice, exploitation, or excessive financial loss need to be evaluated to ensure they remain consistent with Sharia values. This principle is also relevant in assessing "paylater" practices, which are increasingly prevalent in the digital age (Lahsasna, 2013).

PayLater from an Islamic Perspective

Transactions using PayLater are essentially similar to conventional sales contracts. The main difference lies in the credit-based payment system and the use of digital media as a means of transaction. From an Islamic legal perspective, all forms of *muamalah* are, in principle, permitted, including the practice of lending and borrowing (*qard*). Therefore, PayLater can be categorized as a debt-based service that provides installment facilities for buyers.

In practice, PayLater still fulfills the essential elements of a sale and purchase. The contract is formed between the seller and the buyer, although not verbally but through written means on a digital platform. Furthermore, the goods being bought and sold, along with their exchange value, are clearly stated in the system. This demonstrates that even though the transaction is conducted online, it still involves a clear object of the transaction and a clear agreement.

Based on the analysis, PayLater transactions do not contradict the principles of buying and selling in Islam because they fulfill the essential elements and valid conditions of a contract. Thus, even though they take the form of credit and are

conducted through digital platforms, this practice can still be categorized as a valid transaction according to Sharia provisions (Arianti et al., 2023; Fitriyani et al., 2022).

The essential elements and conditions for a valid sale and purchase that are fulfilled in PayLater transactions are: the presence of the parties entering into the contract, namely the seller and the buyer; the existence of a *sighat* in the form of *ijab* and *qabul*, which in a digital context is expressed in writing; and the existence of the goods being sold along with their exchange value.

In this regard, online buying and selling has actually been discussed from an Islamic perspective, particularly with regard to the sales contract; in fact, there are many differing views on the pros and cons of this online shopping system. In this buying and selling system, the focus of discussion within Islamic law is on the sales contract itself. In this regard, studies on the contracts of online buying and selling generally trace back to a form of agreement or relationship involving two elements known as *as-Salam* (*as-Salaf*). *As-Salam* is an Arabic term that means “delivery.”

In general, “*salaf*” refers to something that is given priority or comes first. In this context, a *salam/salaf* transaction involves the payment of the price in advance, while the goods are delivered later; it can also be described as a payment arrangement in which the buyer is required to pay a specific amount of money to have the purchased goods shipped, or as a transaction where payment is made in advance. Referring to this, the payment of shipping costs and the transaction itself are naturally completed before the goods are delivered to the buyer. In the verse of Allah in Surah Al-Baqarah: 282: “*O you who believe, when you engage in transactions that are not for immediate payment but are to be settled at a later date, put it in writing.*” According to the principles of fiqh, the fundamentals used to determine the legal status of online sales are:

الأصل في المعاملات الإباحة ما لم يرد دليل على تحريمها

“*The default rule in muamalah is that something is permissible as long as there is no evidence to prohibit it.*”

Based on this fiqh principle, this sale and purchase is permissible as long as there is no evidence to prohibit such a transaction. Therefore, online buying and selling is, in fact, permitted by Islamic scholars. As stated by Ahmad Zahro: Online (internet) buying and selling is permitted and valid, unless, in specific cases, there are irregularities, manipulation, fraud, or similar issues; in such specific cases, the ruling is applied accordingly, namely that it is prohibited. In this regard, the validity of online shopping is certainly not in question; the most important thing is that there is no manipulation in the sale or purchase and that there is agreement on the price between the seller and the buyer.

As stated in the hadith of the Prophet, “*A sale is not valid unless it involves something that a person owns*” (Narrated by At-Turmuzi and Abu Dawud), there must be a reasonable price agreed upon by both parties, and there must be no element of manipulation or fraud in the transaction (Narrated by Bukhari and Muslim). In this regard, the procedural aspects of the transaction must, of course, be in accordance with Islamic law and the prevailing public interest, be known to both parties, and involve a sense of willingness without any element of coercion in the purchase and delivery of goods between the two parties.

If these conditions are met in accordance with the established principles, then buying and selling by any means is permissible in Islam. If there is a discrepancy between the goods offered and paid for and those received, this constitutes one of the factors that can invalidate the transaction and render the sale unlawful, including online transactions (Shobirin, 2016). Therefore, shopping and conducting transactions through online shopping are permissible in Islam provided all prerequisites are met in accordance with the study of the buying and selling system

under Islamic law, with an emphasis on honesty and mutual agreement between both parties, provided there are no discrepancies when the goods reach the consumer.

Fundamentally, there are reasons behind this online buying and selling behavior that influence consumers to choose to shop online not only the permissibility of online shopping from an Islamic perspective but also the ease of payment, which serves as a unique draw for online shoppers. Examples include payment via virtual accounts, bank transfers, e-wallets, cash on delivery (COD), and Paylater.

From an Islamic legal perspective, PayLater is viewed as a form of transaction whose permissibility depends on the contract and the mechanisms used. If the transaction is conducted under a credit sale contract (*bai' at-taqsih*) that fulfills the essential elements and conditions of a sale such as clarity regarding the price, the subject of the transaction, and the payment term then the transaction is permissible (Hellyanita et al., 2024). However, if the transaction involves elements of *riba*, *gharar* (uncertainty), or practices that are detrimental to one of the parties, then it is prohibited under Islamic law.

PayLater Law According to the *Maqasyid al-Shari'ah*

From an Islamic legal perspective, transactions with characteristics similar to PayLater can be analyzed through the concept of credit sales (*bai' bi at-taqsih*) (Maksum et al., 2023). Such transactions are essentially permissible as long as they fulfill the essential elements and conditions of a sale, such as clarity regarding the price, the object of the transaction, and the payment period agreed upon by the parties at the outset of the contract. Clarity in the contract is a crucial element to avoid *gharar*, or uncertainty, in the transaction (Al-Zuhayli, 2011).

Essentially, safe and permissible online loans are supervised by the Financial Services Authority and adhere to Sharia principles. As explained in Surah Al-Baqarah, verse 245:

مَنْ ذَا الَّذِي يُقرضُ اللَّهَ قَرْضًا حَسَنًا فَيُضْعِفَهُ لَهُ أَضعَافًا كَثِيرَةً ۗ وَاللَّهُ يَقْبِضُ وَيَبْصِطُ ۚ وَإِلَيْهِ تُرْجَعُونَ

Meaning: “Who is it that would loan Allah a goodly loan so He may multiply it for him many times over? And it is Allah who withholds and grants abundance, and to Him you will be returned.” (Q.S. Al-Baqarah: 245)

The verse above explains that whoever gives a good loan whether in the form of money or goods in the way of Allah will have their reward multiplied. Therefore, it is recommended and permissible for everyone to lend to those in need. Based on a fatwa from 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/DSNMUI/IX/2017, which permits the use of electronic money (Amtricia, 2022).

PayLater is one of the payment methods on the Shopee marketplace app that allows users to pay in installments or defer payment, meaning that the Shopee marketplace provides a loan in the form of electronic money, which constitutes a debt-credit relationship or *qardh*. DSN-MUI Decision No. 116/DSN-MUI/IX/2017 on Sharia-Compliant Electronic Money regarding the contract used for electronic money arrears classifies this as a *qardh* contract. In this context, the agreement to defer payment to the issuer of the electronic money, under predetermined terms, requires the issuer to return the funds received to the owner of the electronic money at any time within the deadline agreed upon by the seller and the buyer.

The *maqashid al-sharia* can serve as a framework for evaluating various contemporary financial innovations. A financial product is considered Sharia-compliant if it not only fulfills the formal legal aspects of the contract but also promotes justice, public interest, and the well-being of its users. Therefore, evaluating “paylater” services requires more than just examining the form of the contract; it

must also consider the impact these services have on the economic lives of the community (Prastiwi & Fitria, 2021).

On the other hand, the use of “paylater” services also carries a number of risks that must be considered. Easy access to financing can encourage consumerist behavior and impulsive purchases if not balanced by sound financial management skills. Such conditions have the potential to lead to excessive debt burdens and disrupt users’ financial stability in the future (Cintya & Nisa, 2024).

From the perspective of *maqashid al-sharia*, the ruling on the use of “paylater” services cannot be definitively classified as halal or haram; rather, it depends on the transaction mechanism, the contract used, and the impact on the users’ public interest. The *maqashid al-sharia* aim to promote public welfare and prevent harm by protecting the five fundamental elements of life (*al-kulliyat al-khams*), namely religion (*hifz al-din*), life (*hifz al-nafs*), intellect (*hifz al-'aql*), lineage (*hifz al-nasl*), and wealth (*hifz al-mal*) (Al-Syathibi, 2003).

Qardh is a transaction that grants the creditor a legal right after receiving a debt from the borrower. However, for the debtor, a *qardh* transaction is permissible on the condition that the lender cannot reclaim the property at the time of lending. This is because a *qardh* transaction has legally binding force. Under Islamic law, the law of debt and credit, or *qardh*, is *mubah* that is, permissible and is encouraged to foster mutually beneficial relationships and strengthen the bonds of brotherhood. According to Miftahul Khairi in Khairul Wafa, etymologically, “*qardh*” means to cut or sever, while terminologically, it refers to giving a portion of one’s wealth to someone in need who uses it for a beneficial purpose, with an agreement to repay it. According to Islam, based on various relevant texts, lending and borrowing are permitted as long as they serve the good purpose of alleviating someone’s hardship.

The view of the scholars of Islamic jurisprudence regarding installment systems in sales transactions is that they are permissible, provided that they are supported by the Quran, the Sunnah, the *Atsar*, *Ijma'*, and rational evidence. In the schools of thought of Imam Shafi'i, Imam Malik, and other scholars who permit it, the profit earned in a credit system is commonly referred to as a deferral fee, provided there is mutual agreement between the two parties regarding the addition of a time-based fee and payment terms within the credit system; this is stipulated in Quran 4:29.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful. (QS. An-Nisa': 29)

Thus, the system of installment or credit sales is essentially permitted according to the views of a number of fiqh scholars, including scholars from the Shafi'i and Maliki schools of thought, as long as it complies with the provisions of Islamic law. This permissibility is based on the principle of mutual consent between both parties, clarity regarding the price and payment terms, and the existence of an agreement that contains no elements of fraud, coercion, or injustice. Setting a higher price for credit sales than for cash sales is permissible if agreed upon at the outset of the contract and does not involve prohibited usury (*riba*). In practice, the seller and buyer must ensure that all terms of the transaction including the installment amounts, the repayment schedule, and the consequences of late payments are clearly and transparently explained to avoid disputes in the future. Therefore, the permissibility of installment sales is determined not only by the form of payment but also by the fulfillment of the principles of justice, honesty, transparency, and mutual consent. These principles affirm that the purpose of transactions in Islam is not merely to

make a profit but also to promote the common good and safeguard the rights and responsibilities of every party involved in economic relations.

CONCLUSION

The findings of this study demonstrate that *PayLater* practices cannot be categorically classified as either permissible or prohibited under Islamic law. Rather, their legal and ethical status depends on the nature of the contract, the transaction mechanism, and the consequences arising from their implementation. Through Abdullah Mustaqim's maqasid-based exegetical analysis of Quranic teachings on debt and financial responsibility, this study finds that Islam fundamentally permits debt-based transactions (*qardh*) when they are intended to achieve public benefit (*maslahah*), are conducted responsibly, and remain free from elements prohibited by Sharia. In this regard, *PayLater* services may be considered permissible provided that they ensure contractual transparency, avoid *riba* (usury), *gharar* (excessive uncertainty), and *maysir* (gambling), and do not result in injustice to any party involved. Conversely, practices involving interest charges, exploitative penalties, or financial mechanisms that disadvantage users are inconsistent with the ethical foundations and objectives of Islamic law.

The novelty of this article lies in its application of Abdullah Mustaqim's maqasid-based exegetical framework to evaluate *PayLater* practices, thereby extending the discussion beyond the formal legality of contracts toward the broader objectives of *maqasid al-shari'ah*. The findings indicate that the assessment of *PayLater* should take into account the realization of public welfare and the protection of wealth (*hifz al-mal*) as fundamental objectives of Islamic law. When such services facilitate legitimate needs, enhance transactional efficiency, and support users' financial well-being without creating excessive financial burdens, they may be regarded as consistent with the objectives of Sharia. The implications of these findings highlight the importance of integrating Quranic values, *maqasid al-shari'ah*, and contemporary financial technology in the development of a just and sustainable economic system. Furthermore, this study contributes to the advancement of contemporary Quranic exegesis and Islamic economic scholarship by providing a conceptual framework for policymakers, financial service providers, and society to develop and utilize *PayLater* services in accordance with Islamic principles and the broader goal of public welfare.

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Author contribution

Az-Zahra Rahma Fadila: data curation, writing-original draft preparation, **Ahmad Hamed Al-Zaiem & Yusrial:** analysis, **Salsabil Nabila:** conceptualization, methodology, **May Leprina & Deri Anrefki:** visualization, and editing.

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