



## Legality of TikTok Shop Live Shopping Contracts: Building Three Pillars in Customer Protection

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**Abstract:** TikTok Shop live shopping has become a significant form of social commerce in Indonesia's digital economy, yet its real-time, verbal, and platform-mediated transactions raise unresolved questions about contract validity and consumer protection. This article examines whether live shopping contracts satisfy the requirements of *fiqh muamalah* and whether Law No. 8 of 1999 on Consumer Protection adequately protects consumers in livestreaming transactions. Using normative legal research with statutory, conceptual, and comparative approaches, the article analyses Islamic legal texts, DSN-MUI fatwas, Indonesian legislation, and recent scholarship through a deductive-interpretive method. The findings show that live shopping contracts are valid in principle when *ijāb-qabūl* is clearly represented through the digital system, the contractual object is sufficiently identified, and *gharar* or *tadlīs* is absent. However, the Consumer Protection Act remains limited because it lacks livestreaming-compatible documentation, clear accountability for affiliates and influencers, and effective digital dispute resolution. The article proposes a three-pillar harmonization model: digital *bayān* standards, reconstructed accountability among platform actors, and *ṣulḥ*-based digital mediation. This model operationalizes *ḥifz al-māl* within Indonesia's consumer protection framework.

**Abstrak:** Live shopping TikTok Shop telah menjadi bentuk penting social commerce dalam ekonomi digital Indonesia. Karakter transaksinya yang berlangsung real-time, verbal, dan dimediasi platform menimbulkan persoalan tentang keabsahan akad serta perlindungan konsumen. Artikel ini menganalisis apakah akad live shopping memenuhi prinsip fikih muamalah dan apakah Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen memadai untuk melindungi konsumen dalam transaksi siaran langsung. Penelitian ini menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan komparatif. Bahan hukum berupa nash hukum Islam, fatwa DSN-MUI, peraturan perundang-undangan, dan literatur mutakhir dianalisis secara deduktif-interpretatif. Hasil penelitian menunjukkan bahwa akad live shopping pada prinsipnya sah apabila *ijāb-qabūl* terwakili secara jelas dalam sistem digital, objek akad dapat diidentifikasi, serta tidak mengandung *gharar* atau *tadlīs*. Namun, UU Perlindungan Konsumen masih memiliki keterbatasan karena belum menyediakan mekanisme dokumentasi siaran langsung, akuntabilitas yang jelas bagi afiliasi dan influencer, serta penyelesaian sengketa digital yang efektif. Artikel ini menawarkan model harmonisasi tiga pilar, yaitu standar *bayān* digital, rekonstruksi rantai akuntabilitas pelaku usaha, dan mediasi digital berbasis *ṣulḥ* untuk mengoperasionalkan prinsip *ḥifz al-māl*.

**Keywords:**  
live shopping;  
*fiqh muamalah*;  
consumer protection;  
digital contract;  
social commerce

## Introduction

Indonesia's digital economy has undergone rapid structural transformation over the past decade, and TikTok Shop has emerged as its dominant social commerce platform. Approximately 60% of Indonesians conducted transactions through live-streaming features as of 2024,<sup>1</sup> a scale that places live shopping at the intersection of Islamic commercial jurisprudence, consumer protection law, and digital governance in ways that neither regulatory framework has yet addressed in an integrated manner. The fast-paced, interactive character of live shopping differs fundamentally from conventional trade models: contracts are formed in real time through verbal offers by influencer-affiliates, buyers confirm acceptance through in-app checkout, and the contractual object is conveyed visually rather than through written specification. These structural features generate pressing legal questions that neither *fiqh muamalah* scholarship nor Indonesia's positive legal framework has yet resolved jointly.

Contract validity in Islamic commercial law, as established by az-Zuhaili, depends on the clarity of offer and acceptance (*ijāb-qabūl*), certainty regarding the subject matter (*ma'qūd 'alaih*), and the absence of *gharar* (uncertainty) and *tadlis* (deception).<sup>2</sup> In live-commerce environments, each of these elements is complicated by the speed and informality of the transaction: verbal product presentations are often unarchived, specifications displayed during the broadcast may diverge from what is eventually delivered, and artificial urgency tactics may induce consent under conditions inconsistent with *tarādhī* (genuine mutual agreement). Kuang and Wei (2024) found that livestreaming e-commerce is structurally prone to information asymmetry that harms consumers and erodes market trust,<sup>3</sup> whilst Law No. 8 of 1999 on Consumer Protection guarantees consumers' right to accurate, clear, and honest information,<sup>4</sup> but was designed for commercial contexts where transactional evidence is documentary and business actors are conventionally defined. Subagyono et al. (2023) confirm that Indonesia's consumer protection legislation remains limited in addressing digital dispute resolution specifically.<sup>5</sup>

These dual legal pressures, namely *fiqh muamalah* validity concerns on one side and positive consumer protection limitations on the other, point toward a gap that neither tradition has yet addressed in tandem. Prior scholarship on digital *fiqh* has tended to be descriptive-doctrinal, without sustained comparative engagement with Indonesia's positive legal framework; work on digital consumer protection, meanwhile, has rarely engaged the sharia dimensions that are normatively significant for the country's Muslim majority. Resolving the legality of live-shopping contracts thus requires bringing both legal systems into dialectical engagement rather than treating each in isolation. On this

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<sup>1</sup> We Are Social and Meltwater, "Digital 2024: Indonesia," preprint, DataReportal, February 2024.; lihat juga Campaign Asia, "Southeast Asia Boom Markets: How Indonesia Is Redefining Social Commerce," in *Campaign Asia*, preprint, April 2025.

<sup>2</sup> Wahbah az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 4th ed. (Dar al-Fikr, 2011).

<sup>3</sup> Jin Kuang and Mengyu Wei, "Research On The Protection Of Consumer Rights In Livestreaming E-Commerce," *International Journal of Business and Management* 3, no. 2 (2024): 1, <https://doi.org/10.56028/ijbm.2.3.1.2024>.

<sup>4</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Tahun 1999, no. 8, preprint, Jakarta, 1999, Nomor 42.

<sup>5</sup> Bambang Sugeng et al., *Consumer Dispute In Electronic Transactions: State Obligation And Dispute Settlement Under Indonesia Consumer Protection Law* (2023).

basis, three research questions guide the inquiry. First, what are the form and characteristics of sales contracts within TikTok Shop's live-streaming feature, and to what extent do they fulfil the validity requirements of *fiqh muamalah* with respect to *ijāb-qabūl*, the contractual object, and potential elements of *gharar* and *tadlīs*? Second, what legal protection is afforded to consumers under Law No. 8 of 1999, and how effective are those provisions in ensuring fairness and security in live-streaming transactions? Third, how can a harmonization model be constructed between *fiqh muamalah* and consumer protection law to establish sharia-compliant digital contract standards within the social commerce ecosystem?

A review of the available literature reveals partial but growing contributions across both legal traditions. Naisabur et al. (2024) argue that flexible sharia-compliant regulation is preferable to static restrictions on social commerce platforms.<sup>6</sup> Ulya (2023) identifies legal protection weaknesses in TikTok Shop transactions without offering a concrete normative model.<sup>7</sup> Fitriana et al. (2024) categorize live shopping as a *salam* contract when transparency conditions are met,<sup>8</sup> while Sulthonuddin and Muttaqin (2025) document hyperbolic promotional practices inconsistent with sharia integrity.<sup>9</sup> Khawa and Kurniawati (2025) provide conceptual foundations for contemporary contract implementation,<sup>10</sup> and Anwar et al. (2024) examine Islamic business ethics in the live shopping context.<sup>11</sup> On the positive law side, Subagyono et al. (2024) call for legislative reform to address the complexities of digital e-commerce,<sup>12</sup> Mariam and Baidhowi (2025) emphasize the need for sharia economic law to adapt to technological development,<sup>13</sup> and Muhammad et al. (2025) propose a shariah-compliant digital contract framework drawing on Malaysian experience.<sup>14</sup>

<sup>6</sup> Nanang Naisabur et al., "The Prohibition of Social E-Commerce on TikTok Shop : A Fiqh Examination Based on Sharia Compliance and Economic Justice," *Al-Manāhij: Jurnal Kajian Hukum Islam* 18, no. 1 (2024): 59–78.

<sup>7</sup> Widadatul Ulya, "Perlindungan Hukum Bagi Pelaku Usaha Pada Transaksi Bisnis Social Commerce Tiktok Shop (Perspektif Hukum Positif Dan Hukum Islam)," *Journal of Indonesian Comparative of Syaria/Eah Law* Vol 6 No 1 (2023).

<sup>8</sup> Naura Dwi Arta Fitriana et al., "Implementasi Akad Salam Terhadap Belanja Berbasis Live Streaming Di TikTok Shop Pada Kalangan Generasi Zoomer," *Journal Sains Student Research* 3, no. 1 (2024): 164–74, <https://doi.org/10.61722/jssr.v3i1.3277>.

<sup>9</sup> Bung Hijaj Sulthonuddin et al., "Perspektif Hukum Ekonomi Syariah Tentang Perlindungan Konsumen Pada Transaksi Jual Beli Di Live Streaming Tiktok Shop The Perspective of Sharia Economic Law on Consumer Protection in Buying and Selling Transactions on TikTok Shop Live Streaming," *Jurnal Hukum Ekonomi Syariah* 3, no. 136 (2025): 55–62.

<sup>10</sup> Ismatul Khawa and Fitri Kurniawati, "Muamalah Fiqh: Implementation of Sale and Purchase Contracts in Modern Economic Transactions," *Muamalah* 11, no. 2 (2025): 162–74.

<sup>11</sup> Khairul Anwar et al., "The Implementation of TikTok Live Shopping: An Islamic Business Ethics Perspective," *Management, and Business (JIEMB)* 6, no. 2 (2024): 183–98, <https://doi.org/10.21580/jiemb.2024.6.2.24246>.

<sup>12</sup> Bambang Sugeng Ariadi Subagyono et al., "Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions," *Journal of Law and Legal Reform* 5, no. 3 (2024): 869–90, <https://doi.org/10.15294/jllr.v5i3.4202>.

<sup>13</sup> Shinta Mariam and Baidhowi, "Peran Hukum Ekonomi Syariah Dalam Mengatur Transaksi Digital Di Era Digital," *Tashdiq: Jurnal Kajian Agama Dan Dakwah*, 15, no. 1 (2025): 77–93.

<sup>14</sup> Mohd Zulkifli Muhammad et al., "Shariah-Compliant E-Payment Framework in Malaysia: Integrating Fiqh, Digital Security and Regulatory Governance," *Journal of Fatwa Management and Research* 30, no. 2 (2025): 34–54, <https://doi.org/10.33102/jfatwa.vol30no2.638>.

Taken together, these contributions leave several dimensions insufficiently developed. The available literature has yet to provide a systematically integrated framework that brings *fiqh muamalah* contract validity analysis and Consumer Protection Act effectiveness assessment into a single study; each tradition has been examined in relative isolation. Existing scholarship has also remained largely descriptive-doctrinal: it identifies problems and classifies practices, but has not generated an operational normative model directly applicable to the live-commerce context. Beyond this, the literature has not yet produced digital contract parameters that are simultaneously sharia-compliant and formally compatible with Indonesia's national legal system, a gap that grows more consequential as the scale of live commerce continues to expand.

Engaging these gaps, the present study offers three contributions to the existing literature. Rather than treating TikTok Shop transactions as a subset of generic e-commerce, it provides a dedicated contractual analysis with specific validity parameters for *ijāb-qabūl* in the livestreaming context, a dimension that prior scholarship has addressed only partially. It also works toward a practical harmonization model that could serve as a reference for DSN-MUI fatwa revisions and national sharia e-commerce regulatory reform. Third, it seeks to translate the *maqāṣid al-sharī'ah* principle of *ḥifẓ al-māl* into operational digital transaction standards, responding to Ahmad et al.'s (2025) observation that *maqāṣid* is too often treated as a moral aspiration rather than an epistemological framework capable of generating substantive legal norms.<sup>15</sup> The claim is accordingly not that prior scholarship has left TikTok Shop's legal dimensions unexamined, but rather that the particular integration offered here, namely the simultaneous analysis of both legal systems yielding an operational harmonization model, has not yet been sufficiently developed in the available literature.

## Method

This study is grounded in normative legal research, a method in which legal propositions, doctrines, and norms serve as the primary objects of analysis rather than empirical social phenomena, consistent with the tradition established by Soekanto and Mamudji. The choice of this method is appropriate to the study's objectives because the central questions concern whether existing *fiqh muamalah* doctrines and the Consumer Protection Act are normatively adequate to regulate live-shopping contracts. The object of analysis is therefore limited to TikTok Shop live-shopping contracts as a form of platform-mediated social commerce, examined through Islamic commercial jurisprudence and Indonesia's consumer protection framework.

Two theoretical frameworks underpin the analysis. The *maqāṣid al-sharī'ah* framework provides normative standards for assessing digital transactions beyond formal compliance with positive law. In this article, *ḥifẓ al-māl* (protection of property) is employed as both a normative and epistemological foundation for formulating legal protection in changing commercial contexts. The theory of legal harmonization, developed through Auda's systems approach, provides the methodological basis for

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<sup>15</sup> Norashikin Ahmad et al., *The Indonesian Journal of the Social Sciences Maqasid Shariah and Islamic Fintech Research : Trends , Topics and Collaborations*, 13, no. 3 (2025).

integrating *fiqh muamalah* values and positive legal norms in a non-hierarchical relationship, enabling each system to complement rather than displace the other.<sup>16</sup>

Three complementary approaches are applied. The statute approach examines the Consumer Protection Act (UUPK No. 8/1999), the Electronic Information and Transactions Law, Government Regulation No. 80/2019 on Electronic Commerce, DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017 on Electronic Money,<sup>17</sup> and the Compilation of Sharia Economic Law (KHES).<sup>18</sup> The conceptual approach draws on established *fiqh muamalah* doctrine, including *ijāb-qabūl*, *ma'qūd 'alaih*, *gharar*, *tadlīs*, *tarādhī*, and *maqāṣid al-sharī'ah*, as operationalized through az-Zuhaili and Auda's systems approach. The comparative approach draws on Malaysia's shariah-compliant digital transaction framework, specifically as analyzed by Muhammad et al. (2025), to identify regulatory design principles transferable to Indonesia without treating Malaysia as a model for wholesale legal transplantation.<sup>19</sup>

Legal materials were gathered through library research and organized into primary and secondary materials. Primary legal materials consist of legislative texts, government regulations, DSN-MUI fatwas, KHES, and classical *fiqh* sources, especially az-Zuhaili's *al-Fiqh al-Islamī wa Adillatuhu* and Auda's *Maqasid al-Shariah as Philosophy of Islamic Law*. Secondary legal materials consist of peer-reviewed journal articles, academic books, and jurisprudential commentary selected on the basis of scholarly reputation, thematic relevance, and recency, with preference given to publications from 2020 to 2026 except for foundational legal and *fiqh* sources.<sup>20</sup>

Analysis proceeds deductively-interpretively through four stages. First, *fiqh muamalah* validity parameters are identified and applied to TikTok Shop's live-streaming transaction sequence. Second, UUPK provisions are evaluated through five indicators: clarity of consumer rights, clarity of responsible parties, availability of transaction evidence, accessibility of compensation, and adequacy of dispute resolution. Third, Malaysia's regulatory experience is examined comparatively to extract relevant design principles. Fourth, the findings are synthesized through *hifz al-māl* to construct the three-pillar harmonization model. This sequence distinguishes descriptive legal analysis, comparative enrichment, and normative prescription, ensuring that the proposed model is grounded in systematic legal reasoning.<sup>21</sup>

<sup>16</sup> Jasser Auda, *Maqasid Al-Shariah as Philosophy of Islamic Law: A Systems Approach* (The International Institute of Islamic Thought, 2008).

<sup>17</sup> Dewan Syariah Nasional-Majelis Ulama Indonesia (DSN-MUI), "Fatwa No. 116/DSN-MUI/IX/2017 Tentang Uang Elektronik Syariah," preprint, Dewan Syariah Nasional-Majelis Ulama Indonesia, September 2017.

<sup>18</sup> Mahkamah Agung Republik Indonesia, *Kompilasi Hukum Ekonomi Syari'ah*, Edisi Revisi (Direktorat Jenderal Badan Peradilan Agama Mahkamah Agung Republik Indonesia, 2008).

<sup>19</sup> Mohd Zulkifli Muhammad et al., "Shariah-Compliant E-Payment Framework in Malaysia: Integrating Fiqh, Digital Security and Regulatory Governance," *Journal of Fatwa Management and Research* 30, no. 2 (2025): 34–54, <https://doi.org/10.33102/jfatwa.vol30no2.638>.

<sup>20</sup> Recency criterion (2020–2026) applied with the exception of foundational *fiqh* sources and primary legislation, retained for normative authority regardless of publication date.

<sup>21</sup> Mursyid Fikri, "Transformasi Hukum Islam Di Indonesia: Dari Tradisi Historis Menuju Integrasi Hukum Nasional Article History," *Jurnal Ilmu-Ilmu Keislaman* 25, no. 2 (2025).

## Results and Discussion

### Characteristics and Validity of Contracts in TikTok Shop Live Shopping from the Perspective of Fiqh Muamalah

A *fiqh muamalah* analysis of live-shopping contracts must begin with the identification of *'āqidain* (the contracting parties), since the determination of who bears contractual obligations directly conditions every other element of validity. The TikTok Shop live-shopping ecosystem involves four distinct parties whose legal positions differ in ways that existing *fiqh* literature on e-commerce has not always distinguished with precision.<sup>22</sup> The seller, as the merchant registered on TikTok Shop, is the primary party to the sale-and-purchase contract and bears direct responsibility for the product and its description. The platform provides, controls, and governs the transactional ecosystem; as it is not a direct contracting party in the sale, it exercises a supervisory and facilitative role analogous to an independent *wakīl* or marketplace operator. The affiliate or influencer conducts the live broadcast and promotes the seller's products to viewers; their repetitive commercial function places them within the scope of *samsarah* combined with *wakālah bi al-ujrah*, a hybrid construct recognized in DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 on brokerage services.<sup>23</sup> The buyer is the consumer who views the broadcast and completes the transaction through the platform's in-app system. This four-party structure determines where informational obligations, guarantees, and accountability rest at each transaction stage.

In terms of contract typology, live-shopping transactions most closely correspond to the *'aqad salam*, since the buyer pays in full at checkout for a product whose physical delivery occurs subsequently.<sup>24</sup> This characterization is consistent with Fitriana et al.'s (2024) finding that TikTok Shop live transactions satisfy the conditions of *salam* when transparency requirements are met, and with DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000 on *bay' al-salam*, which requires full payment at contract formation, clear specification of goods, and determined delivery. The platform's escrow mechanism, whereby payment is held and released to the seller only upon the buyer's confirmation of receipt, further aligns with the *salam* requirement of advance payment and substantiates the platform's role as a transactional guarantor rather than a passive conduit.<sup>25</sup> Classifying live-shopping contracts as *salam* means that validity conditions specific to this contract type, particularly a sufficiently specified *ma'qūd 'alaih* and verified advance payment, become the operative standards for evaluating the live-streaming architecture.

With the party structure and contract typology established, this article examines how the core *fiqh muamalah* validity elements, namely *ijāb-qabūl*, *ma'qūd 'alaih*, price (*daman*), genuine consent (*tarāḍī*), and the potential for *gharar* and *tadlīs*, map onto the six

<sup>22</sup> Khawa and Kurniawati, "Muamalah Fiqh: Implementation of Sale and Purchase Contracts in Modern Economic Transactions."

<sup>23</sup> Muhammad Farhan Afdhal and Anggie Yolanda Ritonga, "Product Sales Using an Affiliate System Among Students in Banda Aceh via the TikTok App: A Perspective from Fiqh Muamalah," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 6, no. 1 (2025): 290-305, <https://doi.org/10.22373/al-mudharabah.v6i1.8267>.

<sup>24</sup> Fitriana et al., "Implementasi Akad Salam Terhadap Belanja Berbasis Live Streaming Di TikTok Shop Pada Kalangan Generasi Zoomer."

<sup>25</sup> Miftachul Ulum and Abdul Mun'im, "Analisis Akad Murabahah Dalam Platform Digital E-Commerce," *Miftah: Jurnal Ekonomi Dan Bisnis Islam* 4, no. 1 (2026): 1-10, <https://doi.org/10.61231/my4z5t37>.

identifiable stages of a TikTok Shop live-shopping transaction. Table 1 presents this stage-by-stage mapping.

**Table.1**

***Fiqh Muāmalah Analysis of TikTok Shop Live-Shopping Transaction Stages***

Stage	Active Parties	Fiqh Elements Present	Gharar / Tadhlis Risk
1. Live Promotion	Affiliate / Influencer, Platform	No formal <i>ijāb</i> yet; verbal product presentation constitutes a <i>ijāb de facto</i> offer. <i>Ma'qūd 'alaih</i> and <i>thaman</i> introduced verbally.	High: product specifications, price, and stock claims are verbal and unarchived. Exaggerated claims and artificial urgency tactics risk <i>tadhlis</i> (deception) and <i>gharar al-yasir</i> .
2. Product Click	Buyer, Platform	Buyer's click on the product pin constitutes a preparatory act of <i>qabūl</i> (acceptance); <i>ma'qūd 'alaih</i> appears in the product detail page.	Moderate: product detail page may differ from verbal description in the broadcast, generating specification <i>gharar</i> if discrepancies exist.
3. Checkout	Buyer, Platform	Buyer confirms quantity, delivery address, and payment method. Constitutes the operative <i>qabūl</i> (acceptance). <i>Tarādhi</i> (mutual consent) is expressed through deliberate confirmation, not mere impulsive action.	Low if product detail page is accurate. Residual <i>gharar</i> risk remains if checkout specifications are inconsistent with the live broadcast description.
4. Payment	Buyer, Platform (escrow), Seller	Advance payment fulfils the <i>salam</i> requirement of full price payment ( <i>ra's al-māl</i> ) at contract formation. Platform's escrow validates the <i>thaman</i> element.	Low at this stage. The escrow mechanism mitigates payment-related <i>gharar</i> by ensuring the seller does not receive payment until delivery is confirmed.
5. Delivery	Seller, Logistics Partner, Buyer	Physical transfer of <i>ma'qūd 'alaih</i> from seller to buyer completes the <i>salam</i> obligation. Contract is fully executed upon buyer's receipt and confirmation.	High if delivered goods do not match the specifications described during the live broadcast, constituting substantive <i>gharar al-kathir</i> and potentially

			<i>tadlīs</i> that voids the contract.
6. Complaint & Return	Buyer, Platform, Seller	Activation of <i>khiyār al-‘ayb</i> (option due to defect) or <i>khiyār al-shart</i> (conditional option). The platform’s return and refund policy determines whether these rights are operationally accessible.	Becomes critical here: if <i>tadlīs</i> is established (goods materially misrepresented), the buyer holds the right of rescission ( <i>fasakh</i> ). Accountability rests jointly on seller and affiliate.

Source: Author’s analysis, adapted from az-Zuhaili (2011) and DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000.

The stage-by-stage mapping reveals that *ijāb-qabūl* in TikTok Shop live shopping is not a single instantaneous exchange but a sequential process distributed across multiple stages. The affiliate’s verbal product presentation during the broadcast constitutes a standing offer (*ijāb*), while the buyer’s checkout confirmation constitutes the operative acceptance (*qabūl*). This sequential structure is consistent with the doctrine of *majlis al-‘aqd* in its contemporary digital interpretation, whereby the contractual session is defined not by physical co-presence but by the uninterrupted transactional sequence within the platform system.<sup>26</sup> The platform’s electronic confirmation mechanism, which generates a transaction record at checkout, performs the function of *tawthīq* recognized in the KHES as a valid method of recording contractual obligations in digital transactions.<sup>27</sup> The formal element of *ijāb-qabūl* is therefore satisfiable within the live-shopping architecture. The decisive *fiqh* concern lies instead in whether the substance of the contract, particularly the identity and condition of the *ma‘qūd ‘alaih*, can be verified against a reliable evidentiary standard at the time of contracting.

The most substantive *fiqh muamalah* concern in live-shopping transactions lies in the integrity of the *ma‘qūd ‘alaih*. Az-Zuhaili establishes that the contractual object must be specifically identifiable, deliverable, and free from elements of *gharar* that would render the transaction void.<sup>28</sup> In the live-streaming context, the principal risk is the divergence between the product as verbally described during the broadcast, as listed on the product detail page, and as ultimately delivered. Azhaari and Zen (2025) demonstrate that this visual-and-verbal presentation model structurally amplifies information asymmetry, since the buyer’s primary basis for consent is the affiliate’s real-time demonstration rather than written product specifications.<sup>29</sup> Siswadi and Soemitra (2022) argue that *gharar* can be mitigated where product information mechanisms are

<sup>26</sup> Aqil Husein Almanuri, “Online Shops in the Perspective of Islamic Economic Law: Principles, Contracts, and the Legality of Digital Transactions,” *JEIZA* 1, no. 2 (2025): 43–53.

<sup>27</sup> Mahkamah Agung Republik Indonesia, “Peraturan Mahkamah Agung Republik Indonesia Nomor 2 Tahun 2008 Tentang Kompilasi Hukum Ekonomi Syariah,” preprint, Jakarta, 2008.

<sup>28</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*.

<sup>29</sup> Hasna Azhaari and Muhammad Zen, “Dari Pasar Tradisional Ke Platform Digital: Relevansi Akad Salam Dalam Fiqih Muamalah Klasik Terhadap E-Commerce,” *Abdurrauf Journal of Education and Islamic Studies* 2, no. 1 (2025): 36–47, <https://doi.org/10.70742/arjeis.v2i1.406>.

clear and verifiable at the platform level, a condition that TikTok Shop's current architecture only partially satisfies.<sup>30</sup> This article argues that the three-stage divergence problem constitutes the structural source of *gharar al-kathir* in live commerce. Addressing it requires not merely seller honesty but a platform-level information architecture that mandates consistency between broadcast representations, product detail pages, and delivered goods.

The element of *tarāḍī* is further contingent on the absence of *tadlīs*. Abbrar and Sumarlan (2025) document that exaggerated product claims and misleading demonstrations are recurrent in TikTok live-streaming commerce, violating the principles of *ṣidq* and *amānah*, and creating conditions in which buyer consent is induced by false information.<sup>31</sup> Azzahra et al. (2025) confirm that manipulative marketing techniques, including fabricated urgency and inflated product claims, remain widespread in TikTok Live practices and are inconsistent with Islamic business ethics standards.<sup>32</sup> From the perspective of *fiqh muamalah*, *tadlīs* that materially affects the buyer's decision to contract vitiates *tarāḍī* and renders the contract subject to rescission through *khiyār al-tadlīs*. Accountability for such *tadlīs* falls primarily on the affiliate, whose promotional statements constitute the operative offer, but extends to the seller insofar as the seller authorizes or supplies misleading claims. Anggraini et al. (2025) confirm that contractual validity can be maintained where material product information remains accurate and accessible, which presupposes that both seller and affiliate bear joint informational obligations under the principle of *bayān*.<sup>33</sup>

Synthesizing the foregoing analysis, this article argues that the validity of contracts in TikTok Shop live shopping is not determined solely by the formal availability of offer and acceptance, but by two structural prerequisites: system validation and information transparency. System validation is met when the platform's electronic confirmation mechanism produces a transaction record that identifies the contracting parties, *ma'qūd 'alaih*, agreed price, and delivery terms, and makes this record accessible to both parties after *qabūl* is expressed. This corresponds to the *tawthīq* standard of the KHES and the requirement that contractual expressions be *jāzīm* to be legally binding.<sup>34</sup> Information transparency meets the *fiqh* threshold when product specifications communicated during the broadcast correspond to those recorded on the product detail page and ultimately delivered, so that the *ma'qūd 'alaih* is *ma'lūm* and free from discrepancies constituting *gharar al-kathir* or *tadlīs*. These two prerequisites must be embedded in the platform's operational architecture as enforceable obligations. Digital transformation does not alter the substantive *fiqh* standards of contract validity, but relocates the

<sup>30</sup> Yudi Siswadi and Andri Soemitra, "Literature Study on Fiqh Muamalah Digital Business Transactions (e-Commerce)," *International Journal of Economics, Social Science, Entrepreneurship and Technology (IJESSET)* 1, no. 3 (2022): 220–36, <https://doi.org/10.55983/ijeset.v1i3.208>.

<sup>31</sup> M. Chairil Abbrar and Iman Sumarlan, "Exploring Marketing Communication Strategies and Islamic Ethics in TikTok Live Streaming for Social Commerce," *Golden Ratio of Marketing and Applied Psychology of Business* 5, no. 2 (2025): 554–64, <https://doi.org/10.52970/grmapb.v5i2.1201>.

<sup>32</sup> Sahira Azzahra et al., "Membangun Kepercayaan Bisnis: Analisis Pemasaran TikTok Live Dalam Kerangka Etika Bisnis Islam," *Jurnal Ilmiah Manajemen Dan Akuntansi* 2, no. 1 (2025), <https://doi.org/10.69714/6w281w08>.

<sup>33</sup> Cut Anggraini et al., "Fiqh Muamalah Review of the Object of Akad (E-Commerce) on Defective Goods," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 10, no. 1 (2025): 288–307.

<sup>34</sup> Mahkamah Agung Republik Indonesia, *Kompilasi Hukum Ekonomi Syariah*.

institutional site at which those standards must be met, from individual conduct to the information architecture of the platform itself.<sup>35</sup> This implication directly informs the harmonization model developed in the third section of this article.

### Consumer Protection Effectiveness Under Law No. 8 of 1999 in TikTok Shop Live Shopping

As outlined in the previous section, an analysis of the characteristics of contracts in TikTok Live Shopping has shown that these transactions can, in principle, be deemed valid under *fiqh muamalah* provided that information is transparent, the subject matter of the transaction is clear, and no significant elements of *gharar* or *tadlis* are present. The question now is to what extent Indonesia's positive legal system, particularly Law No. 8 of 1999 on Consumer Protection (UUPK), can ensure that these substantive requirements are met within a real-time and dynamic social commerce ecosystem. This question is not merely normative but also evaluative: are regulations designed for conventional trade capable of resolving the two central problems of live commerce, namely information justice for consumers and the structural security of transactions?

Answering this question requires that legal effectiveness be assessed through explicit indicators rather than inferred from the mere existence of statutory provisions.<sup>36</sup> Drawing on Indonesian normative legal scholarship, in which legal effectiveness encompasses the availability, applicability, enforceability, and accessibility of norms, this study evaluates the UUPK against five operational indicators: clarity of consumer rights, clarity of responsible parties, availability of transaction evidence, accessibility of compensation, and adequacy of dispute resolution mechanisms. The analysis of relevant UUPK provisions that follows is structured through these indicators, covering both information fairness and transaction security.

From the perspective of information fairness, Article 4(c) of the UUPK guarantees consumers' right to receive accurate, clear, and honest information regarding the conditions and warranties of goods and/or services.<sup>37</sup> Assessed against the first indicator, this guarantee is normatively clear. Its operational scope, however, is undermined by the structural characteristics of live-streaming commerce. Promotions are conducted verbally and rapidly, often without written evidence that consumers can use after the transaction. Product specifications, prices, and transaction terms communicated during the broadcast therefore become difficult to trace in the event of a dispute. The right is accessible in name but not in practice. Subagyono et al. (2024) state that Indonesia's positive legal framework faces normative limitations in addressing digital disputes, which require swift and flexible protection mechanisms.<sup>38</sup> This weakness is directly linked to the potential for *gharar* and *tadlis* identified in *fiqh muamalah* analysis, since the absence of documentation simultaneously weakens consumers' positive rights and removes the verification mechanism needed to identify fraudulent elements under sharia standards.

<sup>35</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*.

<sup>36</sup> Soerjono; Sri Mamudji Soekanto, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*, Edisi Revi (Rajawali Pers, 2014).

<sup>37</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Tahun 1999.

<sup>38</sup> Subagyono et al., "Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions."

Article 9 of the Consumer Protection Act prohibits businesses from providing false, misleading, or uncertain information.<sup>39</sup> Assessed against the third indicator, namely the availability of transaction evidence, this provision is broad enough to encompass hyperbolic promotional content. In practice, however, it is rendered operationally weak by the evidentiary vacuum created by live streaming. Kuang and Wei (2024) found that livestreaming hosts frequently create urgency through limited-time offers and exaggerated claims, including assertions that a product is offered at the “lowest price,” which can mislead consumers and influence purchasing decisions.<sup>40</sup> Abbrar and Sumarlan (2025), in a study of TikTok live-streaming commerce in an Indonesian Islamic context, document that exaggerated product claims and misleading demonstrations are recurrent, directly contravening the principles of *ṣidq* and *amānah*.<sup>41</sup> This pattern can result in promotional content that violates the principle of honesty embedded in Article 9. Yet real-time intervention by consumer authorities remains limited, and verification of stock or price claims is rarely carried out prior to broadcast. Scarcity-based persuasion therefore often escapes conventional legal control not because the norm is absent, but because the evidentiary infrastructure necessary to activate it does not exist.

In addition to inaccurate information, the interaction structure of live-streaming commerce causes consumers to lose their legal footing. Munawarah and Abbas (2025) demonstrate that the absence of specific social commerce regulations in Indonesia creates room for abuses that are difficult to address under the generic Consumer Protection Act. Assessed against the second indicator, the clarity of responsible parties, this vacuum is particularly acute in TikTok Shop’s multi-actor ecosystem.<sup>42</sup> Kuang and Wei (2024) found that limited access to information, exaggerated promotions, and time-limited offers reinforce information asymmetry between sellers and buyers.<sup>43</sup> This finding is consistent with Saifuddin and Febrianti (2025), who found discrepancies between goods displayed and goods received in digital marketplace transactions.<sup>44</sup> Information asymmetry is thus not merely persuasive; it affects the substance of the transaction itself. From the perspective of *fiqh muamalah*, this situation indicates that the conditions for a valid contract, particularly clarity of the subject matter and the absence of fraudulent elements, are not always secured within a live shopping ecosystem lacking specific normative oversight.

Under Article 7(b) and (c) of the UUPK, business operators are required to provide accurate, clear, and honest information and to ensure product quality in

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<sup>39</sup> Republik Indonesia, “Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen,” Tahun 1999.

<sup>40</sup> Kuang and Wei, “Research On The Protection Of Consumer Rights In Livestreaming E-Commerce.”

<sup>41</sup> Abbrar and Sumarlan, “Exploring Marketing Communication Strategies and Islamic Ethics in TikTok Live Streaming for Social Commerce.”

<sup>42</sup> Raudhatul Munawarah and Syahrizal Abbas, “Perlindungan Hukum Terhadap Konsumen Pada Transaksi Jual Beli Melalui TikTok Shop: Perspektif Undang-Undang Perlindungan Konsumen Dan Hukum Islam,” *AL-MUDHARABAH: Jurnal Ekonomi Dan Keuangan Syariah* 6, no. 2 (2025): 683-704, <https://doi.org/10.22373/al-mudharabah.v6i2.9474>.

<sup>43</sup> Kuang and Wei, “Research On The Protection Of Consumer Rights In Livestreaming E-Commerce.”

<sup>44</sup> Saifuddin and Eva Wildani Febrianti, “Gharar Dalam Transaksi Online: Analisis Akad Jual Beli Pada Marketplace Digital,” *Jurnal Teknologi Dan Manajemen Industri Terapan (JTMIT)* 4, no. 2 (2025): 178-84.

accordance with applicable standards.<sup>45</sup> In practice, however, implementation is hindered by the open distribution features of TikTok Shop, particularly when transactions involve affiliates, resellers, or sellers whose legal identity is not easily visible to consumers. Ente (2025) indicates that TikTok Shop's policies on returns and consumer complaints are not yet fully transparent and accountable, creating obstacles for consumers in asserting their rights after a breach. Consequently, it is difficult to determine which business actor bears responsibility within the platform's distribution structure.<sup>46</sup> The second indicator is therefore not satisfied: the UUPK does not clearly allocate accountability among platform, seller, affiliate, and reseller roles. This creates a normative irony, since the statute requires business operators to ensure product quality while the platform, as the entity controlling the distribution ecosystem, has not been expressly positioned as a subject of active liability within the same framework.

Influencer-based promotions, which form a central part of TikTok's live commerce ecosystem, face similar issues. Article 17 of the UUPK prohibits businesses from exploiting consumers' lack of knowledge for personal gain.<sup>47</sup> In practice, as demonstrated by Anwar et al. (2024), live-commerce promotions may provide unclear information or exaggerate product claims, especially when the line between promotion and product review becomes blurred.<sup>48</sup> Influencers effectively perform business functions by shaping purchasing decisions through personal authority. Yet within the UUPK liability chain, influencers are not always treated as legal subjects equivalent to business operators. The absence of specific provisions governing influencer liability creates a normative gap that has not been fully addressed by the UUPK. From the perspective of *fiqh muamalah*, this gap also opens space for abuse of consumer trust and may constitute a violation of *sidq* as a principle that must govern commercial communication.

An evaluation of information fairness must be complemented by an examination of transaction security. In this article, transaction security refers to post-purchase consumer protection, certainty of compensation, and effective return mechanisms. Article 19(1) and (2) of the Consumer Protection Act obliges business operators to pay compensation for damage, contamination, and/or consumer losses caused by goods and/or services traded.<sup>49</sup> Assessed against the fourth indicator, this obligation is normatively clear. Its implementation, however, is often obstructed by uncertainty over how liability is shared between platform, affiliates, and sellers. Ente (2025) highlights that complaint and return processes on TikTok Shop remain legally inadequate because of non-transparent internal platform policies and incomplete compliance with UUPK standards.<sup>50</sup> Munawarah and Abbas (2025) reinforce this finding by showing that social

<sup>45</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Tahun 1999.

<sup>46</sup> Haikal Fikri Ente, "Analisis Hukum Perlindungan Konsumen Terhadap Kebijakan Refund Produk Dalam Platform E-Commerce TikTok Shop," *SINERGI: Jurnal Riset Ilmiah* 2, no. 1 (2025): 22-32, <https://doi.org/10.62335/z8xpnw19>.

<sup>47</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Tahun 1999.

<sup>48</sup> Anwar et al., "The Implementation of TikTok Live Shopping: An Islamic Business Ethics Perspective."

<sup>49</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Tahun 1999.

<sup>50</sup> Ente, "Analisis Hukum Perlindungan Konsumen Terhadap Kebijakan Refund Produk Dalam Platform E-Commerce TikTok Shop."

commerce still has weaknesses in safeguarding consumer rights, particularly at the post-purchase stage.<sup>51</sup> The fourth indicator is therefore formally satisfied but operationally frustrated by the structural ambiguity of accountability within the platform's multi-party distribution chain.

The available dispute resolution mechanisms are crucial for evaluating the fifth indicator, namely the adequacy of dispute resolution. The UUPK provides consumers with formal avenues to lodge complaints with the Consumer Dispute Resolution Body (BPSK) or to pursue civil litigation. However, Ariawan (2025) demonstrates that Indonesian consumer protection mechanisms, including BPSK, remain fragmented and insufficient to address digital transaction risks, particularly those involving cross-platform dynamics and evidentiary limitations.<sup>52</sup> These limitations are structural: live-streaming violations may occur within minutes and leave no accessible digital trail, while BPSK procedures are generally designed for disputes substantiated through documents and verified transactions. Article 28(1) of the ITE Law prohibits the dissemination of false and misleading information that causes consumer harm in electronic transactions,<sup>53</sup> but its application to promotional claims in live commerce remains limited due to unclear interpretative standards and inadequate supervisory capacity. The fifth indicator is thus not met: existing ex post mechanisms are ineffective in addressing real-time and undocumented live-commerce violations.

In response to these limitations, Subagyono et al. (2024) argue that Indonesia's positive legal framework must be strengthened to adapt to digital transactions, including by enhancing the role of platforms beyond passive facilitation and assigning them greater responsibility within the transactional ecosystem they control.<sup>54</sup> Platforms possess significant technical authority over information flow, seller identity, broadcast content, and complaint mechanisms. They are therefore able to implement content archiving, identity verification, and monitoring of promotional claims. Ente (2025) similarly demonstrates that the systems used to protect consumers in TikTok live shopping remain inadequate, especially regarding information transparency and accountability.<sup>55</sup> This indicates that the UUPK remains ineffective in live shopping, particularly in defining the role and responsibility of the platform. Consequently, the protection of property (*ḥifẓ al-māl*) as one of the *maqāṣid al-sharī'ah* objectives in commercial transactions has not been optimally realized.

Based on the above analysis, a structured evaluation across the five indicators can be drawn. Regarding the clarity of consumer rights, the UUPK contains relevant provisions such as Article 4(c), Article 7, and Article 9, but does not provide documentation and verification mechanisms compatible with unarchived, real-time livestreaming. Regarding the clarity of responsible parties, it has not incorporated non-

<sup>51</sup> Munawarah and Abbas, "Perlindungan Hukum Terhadap Konsumen Pada Transaksi Jual Beli Melalui TikTok Shop: Perspektif Undang-Undang Perlindungan Konsumen Dan Hukum Islam."

<sup>52</sup> Ariawan, "Regulatory Barriers to Consumer Protection in Digital Marketplaces," *Journal of Human Rights, Culture and Legal System* 5, no. 3 (2025): 806–32, <https://doi.org/10.53955/jhcls.v5i3.782>.

<sup>53</sup> Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 19 Tahun 2016 Tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," no. 19, preprint, Sekretariat Negara Republik Indonesia, 2016.

<sup>54</sup> Subagyono et al., "Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions."

<sup>55</sup> Ente, "Analisis Hukum Perlindungan Konsumen Terhadap Kebijakan Refund Produk Dalam Platform E-Commerce TikTok Shop."

conventional business actors such as affiliates, resellers, and influencers within a clear chain of legal liability. Regarding the availability of transaction evidence, the absence of any archiving obligation for live promotional content renders evidence-dependent provisions operationally weak. Regarding the accessibility of compensation, post-purchase mechanisms such as refunds, returns, and compensation are not designed for the speed and multi-party structure of live commerce. Regarding dispute resolution, existing mechanisms do not designate platforms as active liability subjects, despite their technical capacity to protect consumers in real time.

This conclusion aligns with Subagyono et al. (2024), who identify a legal gap in the current framework and emphasize the need for regulatory revision to accommodate the complexities of modern e-commerce.<sup>56</sup> In a broader sense, this situation provides the basis for harmonizing positive law with *fiqh muamalah* principles, particularly transparency (*bayān*), honesty (*ṣidq*), and protection of property (*ḥifz al-māl*). These principles can support the establishment of digital contract standards that are not only formally valid but also substantively just. A discussion of this aspect is elaborated in the following section.

### A Harmonization Model Between *Fiqh Muamalah* and Consumer Protection Law for TikTok Shop Live Shopping Contracts

The two preceding sections have produced a paired diagnostic. Live-shopping contracts on TikTok Shop are, in principle, valid under *fiqh muamalah* when *ijāb-qabūl* is clearly represented in the digital system, the contractual object is free from substantial *gharar* and *tadlīs*, and the *bayān* obligation is substantively discharged. From the perspective of positive law, Law No. 8 of 1999 on Consumer Protection (UUPK) contains relevant provisions but suffers three structural deficiencies. First, documentation and verification mechanisms compatible with the real-time and unarchived character of live streaming are absent. Second, non-conventional business actors such as affiliates, influencers, and resellers lack clear legal accountability within the chain of liability. Third, digital dispute resolution procedures capable of addressing live-commerce violations remain inadequate. These deficiencies are not normative accidents but structural mismatches between a statute designed for conventional trade and a commercial environment defined by simultaneity, informality, and distributed responsibility.

Theoretically, Auda views the relationship between legal systems as a fundamental integration based on objectives (*maqāṣid*) rather than subordination.<sup>57</sup> *Maqāṣid al-sharī'ah*, particularly *ḥifz al-māl*, serves as both the normative and epistemological foundation of this framework, enabling principles to be transformed into operational legal norms rather than remaining general moral aspirations. In TikTok Shop live shopping, *ḥifz al-māl* requires protection from misleading real-time information, certainty of compensation when goods deviate from broadcast representations, clarity of liability among platform actors, meaningful access to dispute resolution, and prevention of false-urgency tactics that exploit consumers' decision-making under cognitive pressure. Az-Zuhaili confirms that Islamic law, provided it adheres to fundamental principles, adapts to social developments.<sup>58</sup> Subagyono et al.

<sup>56</sup> Subagyono et al., "Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions."

<sup>57</sup> Auda, *Maqāṣid Al-Sharī'ah as Philosophy of Islamic Law: A Systems Approach*.

<sup>58</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*.

(2024) likewise demonstrate that Indonesian consumer protection legislation does not yet meet the requirements of digital transactions and therefore requires strengthening.<sup>59</sup>

Before constructing the three pillars, it is necessary to identify the shared normative terrain between the two systems. Mariam and Baidhowi (2025) demonstrate that justice, transparency, and protection operate as foundational values in both Islamic economic law and Indonesian consumer protection law.<sup>60</sup> In positive law, Article 4(c) UUPK guarantees the right to accurate and honest information; Article 7(b) and (c) impose disclosure and quality obligations on business actors; and Article 19 requires compensation for consumer losses. In *fiqh muamalah*, *bayān* requires disclosure of material contractual information; *ṣidq* and *amānah* demand honesty in promotional conduct; and *ḍamān* provides a compensatory guarantee upon breach. These convergences show that the proposed harmonization does not force one system into another but formalizes values already substantially aligned in both systems.

Building on this shared foundation, this study proposes a three-pillar harmonization model. Each pillar addresses one of the structural deficiencies identified above and is constructed through the articulation of the legal problem, *fiqh* concept, positive law norm, technical solution, responsible actor, and legal implication. Table 2 presents the operational architecture of the model.

**Table.2**

**Harmonization Matrix of the Three-Pillar Model for TikTok Shop Live Shopping Contracts**

Legal Problem	<i>Fiqh Muamalah</i> Concept	Positive Law Norm	Technical Solution	Responsible Actor	Legal Implication
<b>Pillar I: Digital Bayān Standard.</b> Live-stream broadcasts are often unarchived, making verbal product claims difficult to verify after the transaction.	<i>Bayān</i> , <i>ṣidq</i> , prohibition of <i>ghishsh</i> and <i>gharar al-kathīr</i> .	Article 4(c) and Article 9 UUPK; Article 5 PP No. 80/2019.	Mandatory archiving of live-stream recordings for at least 30 days; written product specifications displayed during broadcast; prohibition of unverifiable stock or discount claims without system-	Ministry of Trade, BPKN, DSN-MUI, and platform operators.	Archived recordings become evidence in BPSK proceedings and support <i>khiyār al-tadlīs</i> or <i>khiyār al-‘ayb</i> as consumer remedies under Article 19 UUPK.

<sup>59</sup> Subagyono et al., "Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions."

<sup>60</sup> Mariam and Baidhowi, "Peran Hukum Ekonomi Syariah Dalam Mengatur Transaksi Digital Di Era Digital."

			generated evidence.		
<b>Pillar II: Accountability Chain Reconstruction.</b> Liability of affiliates, influencers, resellers, and platforms remains unclear.	<i>Ṣidq, amānah, ḍamān, sabab al-ḍamān, tafrīt, and samsarah wa wakālah bi al-ujrah.</i>	Article 1(3), Article 7(b) and (c), Article 19 UUPK; PP No. 80/2019.	Tiered liability: platform bears systemic liability; seller bears product and content liability; influencer or affiliate bears promotional liability. Seller and affiliate identity verification becomes mandatory.	DPR and Government, Ministry of Trade, BPKN, DSN-MUI, and platform operators.	Consumers can identify the responsible actor for each category of harm, making compensation under Article 19 UUPK enforceable against a determinate party.
<b>Pillar III: Digital Ṣulḥ Dispute Resolution Reform.</b> BPSK mechanisms remain document-oriented and no platform-integrated ODR pathway is available for real-time violations.	<i>Ṣulḥ, khiyār al-ʿayb, khiyār al-shart, ʿadl, riḍā, and enforceability.</i>	Articles 45–48 UUPK; Article 28(1) UU ITE; PERMA No. 1/2016.	Recognition of archived broadcasts as evidence; platform-integrated ODR with response-time limits; digital ṣulḥ mediation by certified mediators, with settlements registrable through BPSK or relevant mediation procedures.	BPKN, Ministry of Trade, OJK, DSN-MUI, LAPS SJK, and platform operators.	The evidentiary gap in live commerce is reduced, settlements become binding and registrable, and consumers retain access to formal BPSK adjudication if mediation fails.

Source: Author's analysis, developed from az-Zuhaili (2011), Auda (2008), UUPK No. 8/1999, PP No. 80/2019, DSN-MUI Fatwa No. 116/2017, and KHES (2008).

### *Pillar I: Digital Bayān Standard*

The digital *bayān* standard addresses the absence of documentation and information-verification mechanisms suited to live streaming. In *fiqh* terminology, *bayān* denotes the obligation to disclose material information about the contractual subject clearly and without misleading the other party. This obligation must be technically translated into live-streaming commercial practice through disclosure of product characteristics, quality, price, defects, risks, and relevant contractual conditions. It is a substantive *fiqh* obligation, not merely a procedural analogue of modern transparency.

Several principles delimit the scope of this duty. *Kitmān al-‘ayb* constitutes a violation of *bayān* that renders consent defective and entitles the aggrieved party to *khiyār al-‘ayb*. *Ṣidq* and the prohibition of *ghishsh* form the positive and negative dimensions of the same duty, while material concealment or distortion may give rise to *khiyār al-tadlīs*. These doctrines are interconnected dimensions of *bayān* and prevent this pillar from collapsing into ordinary information-transparency law. Operationally, the standard requires platform archiving of live broadcasts, accessible written product specifications during the broadcast, and prohibition of unverifiable scarcity or discount claims. These standards may be formulated as an extension of the principles in DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017 and translated into technical regulation under the UUPK,<sup>61</sup> PP No. 80/2019, and KHES.<sup>62</sup>

#### *Pillar II: Accountability Chain Reconstruction*

The second pillar addresses the accountability vacuum among influencers, resellers, affiliates, and platforms as non-conventional actors.<sup>63</sup> Nainggolan, Dantes, and Hadi (2026) found that streamers conducting live streams on TikTok Shop legally meet the qualifications of business operators under Article 1(3) UUPK due to their repetitive, commercial, and electronic-system-based functions, yet their liability remains hampered by unclear norms. Asari and Zaidah (2022) further demonstrate that non-conventional actors such as drop-shippers and resellers may substantively qualify as liable parties within the *muamalah* contract chain, a framework directly relevant to TikTok Shop affiliates and live-streaming resellers.<sup>64</sup>

In *fiqh muamalah*, Muhibbussabry, Jamil, and Yuslem (2026) assert that liability in a contract, as reflected in the concept of *kafālah*, is determined by a substantive commitment to protect the parties' rights rather than merely by the formal nature of the relationship.<sup>65</sup> This concept, however, must be applied with precision. *Kafālah* in its strict sense refers to a surety arrangement and cannot be extended uniformly to all actors in the live-commerce chain. Platform responsibility is more accurately grounded in *sabab al-damān*, namely indirect causal liability arising from creating the conditions in which harm occurs, and in *tafrīṭ* where the platform fails to exercise adequate oversight. For

<sup>61</sup> Dewan Syariah Nasional-Majelis Ulama Indonesia (DSN-MUI), "Fatwa No. 116/DSN-MUI/IX/2017 Tentang Uang Elektronik Syariah."

<sup>62</sup> Mahkamah Agung Republik Indonesia, "Peraturan Mahkamah Agung Republik Indonesia Nomor 2 Tahun 2008 Tentang Kompilasi Hukum Ekonomi Syariah."

<sup>63</sup> Ido Pranata Nainggolan et al., "Tanggung Jawab Hukum Streamer Dalam Jual Beli Produk Cacat Melalui Live Streaming Tiktok Shop Berdasarkan Hukum Positif Indonesia," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 2 (2026): 5245-54, <https://doi.org/10.61104/alz.v4i2.4994>.

<sup>64</sup> Aang Asari and Ni Zaidah, *Dropshipping and Reselling Studies in Muamalat Fiqh*, 14, no. 1 (2022).

<sup>65</sup> Muhibbussabry et al., "Kafālah Perspektif Tafsir Dan Hadis Ahkām: Analisis Normatif Dalam Fikih Muamalah Kontemporer," *Jurnal Alwatzikhoebillah: Kajian Islam, Pendidikan, Ekonomi, Humaniora* 12, no. 1 (2026): 135-50, <https://doi.org/10.37567/alwatzikhoebillah.v12i1.4858>.

influencers and affiliates, the operative *fiqh* basis lies in *ṣidq* and *amānah* owed to consumers, together with the prohibition of *ghishsh* in promotional claims. The model therefore establishes three tiers of liability: platform systemic liability, seller transactional liability, and influencer promotional liability. These tiers align with *ḍamān* in *fiqh muamalah* and the compensation obligation under Article 19 UUPK.<sup>66</sup>

### *Pillar III: Digital Ṣulḥ Dispute Resolution Reform*

The third pillar addresses the shortcomings of BPSK and conventional ex post mechanisms for live-commerce disputes. Ariawan (2025) found that the limitations of BPSK in handling digital disputes are not merely a matter of institutional capacity, and therefore require procedural reconfiguration.<sup>67</sup> In comparative perspective, Muhammad et al. (2025) show that Malaysia has developed a sharia-based digital transaction system integrating *fiqh* principles, regulation, and digital security measures, which provides a useful reference for developing a more flexible dispute resolution framework in Indonesia.<sup>68</sup>

This pillar proposes three reforms. First, archived live broadcast recordings are recognized as evidence equivalent to written documents in BPSK proceedings. Second, platform-integrated ODR is linked to BPSK mechanisms and bound by mandatory response-time limits. Third, digital *ṣulḥ* mediation is facilitated by DSN-MUI or LAPS SJK-certified mediators, with settlements made registrable for enforceability. The *fiqh* connection of each element is direct. Archived recordings preserve *bayān* and make claims under *khiyār al-tadlīs* or *khiyār al-‘ayb* verifiable. Response-time limits support *ḥifẓ al-māl* because delayed complaint handling increases consumer financial loss. Digital *ṣulḥ* is valid only when it satisfies *‘adl*, *riḍā*, and enforceability. It is therefore not a standalone sharia arbitration process, but a platform-integrated first-tier mechanism connected to BPSK adjudication when mediation fails.

### *Institutional Infrastructure and Synthesis*

The three pillars will not be effective without supporting institutional infrastructure. DSN-MUI, as a fatwa authority recognized by the state, must issue supplementary fatwas specifying digital *bayān* parameters, accountability standards for affiliates within *wakālah-samsarah* structures, and procedural requirements for platform-based *ṣulḥ* mediation. Salsabila and Rahmatillah (2025) confirm that DSN-MUI fatwas on digital transactions already establish foundational standards for fairness and the prohibition of *gharar*, but further technical specification remains necessary.<sup>69</sup> The Ministry of Trade must translate these normative solutions into binding technical regulations under the UUPK and PP No. 80/2019. BPSK must develop enforcement guidelines and monitoring mechanisms suited to live-commerce violations. TikTok Shop itself must implement archiving, identity verification, and ODR mechanisms, consistent with Ente’s

<sup>66</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*.

<sup>67</sup> Ariawan, “Regulatory Barriers to Consumer Protection in Digital Marketplaces.”

<sup>68</sup> Muhammad et al., “Shariah-Compliant E-Payment Framework in Malaysia.”

<sup>69</sup> Ghina Khairiyati Salsabila and Rahmatillah, “Protection of Consumer Rights in Online Buying and Selling: Analysis of the DSN-MUI Fatwa and Its Implementation in Sharia E-Commerce,” *SAQIFAH: Jurnal Hukum Ekonomi Syariah* 10, no. 1 (2025): 13–26.

(2025) finding that the platform's current refund and consumer protection systems remain inadequate.<sup>70</sup>

These institutional imperatives are reinforced by both substantive justice and market considerations. Anwar et al. (2024) emphasize that sharia principles and contractual clarity are decisive factors in consumer trust in digital transactions.<sup>71</sup> Naisabur et al. (2024) demonstrate that regulatory frameworks are essential for sustaining sharia compliance and economic justice within social commerce ecosystems.<sup>72</sup> Given that Indonesia's live shopping market is populated predominantly by Muslim consumers whose normative expectations extend to the sharia compliance of their transactions, the proposed model is not only a legal-technical instrument but also an expression of substantive justice for Indonesia's largest consumer constituency.

The harmonization model formulated here is not a comparative project that stops at mapping similarities and differences, but a constructive project that produces digital contract standards through three interlocking operational pillars: digital *bayān* as a mechanism for information justice, accountability reconstruction as a mechanism for transaction security, and digital *ṣulḥ* as a mechanism for access to justice. *Bayān* becomes a duty to archive live-stream recordings and display product specifications. *Ḥifz al-māl* becomes platform responsibility to prevent and remedy consumer loss. *Ṣidq* becomes the basis for influencer accountability in promotional representations. *Ṣulḥ* becomes a structured digital mediation mechanism with defined institutional actors, evidentiary procedures, and enforceable outcomes.

Fikri (2025) argues that the transformation of Islamic law in Indonesia requires an integrative approach that treats sharia principles as a normative foundation rather than post-hoc legitimation.<sup>73</sup> Rokan, Batubara, and Zulham (2025) caution that *maqāṣid al-sharī'ah* must be translated into measurable normative parameters to function substantively in legal practice.<sup>74</sup> Djamaludin and Fuad (2024) further demonstrate that Indonesia's market liability rules have structural limitations requiring strengthened regulation and a preventive role for platforms.<sup>75</sup> This harmonization model responds to these demands by translating shared values into structured, institution-specific, and enforceable operational mechanisms, constituting an integration of Islamic economic law with national law that is responsive to the dynamics of the digital economy.

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<sup>70</sup> Ente, "Analisis Hukum Perlindungan Konsumen Terhadap Kebijakan Refund Produk Dalam Platform E-Commerce TikTok Shop."

<sup>71</sup> Anwar et al., "The Implementation of TikTok Live Shopping: An Islamic Business Ethics Perspective."

<sup>72</sup> Naisabur et al., "The Prohibition of Social E-Commerce on TikTok Shop : A Fiqh Examination Based on Sharia Compliance and Economic Justice."

<sup>73</sup> Fikri, "Transformasi Hukum Islam Di Indonesia: Dari Tradisi Historis Menuju Integrasi Hukum Nasional Article History."

<sup>74</sup> Mustapa Khamal Rokan, Chuzaimah Batubara, and Zulham Zulham, "Judicial Application of the Theory of Maslahah in Islamic Economic Cases in Indonesia," *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 12, no. 1 (April 2025): 208–26, <https://doi.org/10.29300/mzn.v12i1.7786>.

<sup>75</sup> Samsul Djamaludin and Fokky Fuad, "Pertanggungjawaban Hukum Marketplace Di Indonesia Terkait Pelanggaran Hak Cipta: Tantangan, Regulasi, Dan Upaya Pencegahan Dalam Era E-Commerce," *UNES Law Review* 6, no. 3 (March 2024): 7980–92, <https://doi.org/10.31933/unesrev.v6i3>.

## Conclusion

Three interconnected findings emerge from the analysis. First, live shopping contracts on TikTok Shop are, in principle, valid under *fiqh muamalah* when *ijāb-qabūl* is clearly represented through electronic confirmation mechanisms, the contractual object is sufficiently identified, and the transaction is free from substantial *gharar* and *tadlīs*. Second, Law No. 8 of 1999 on Consumer Protection contains relevant provisions but remains structurally limited in the live shopping context by three normative gaps: the absence of an archiving mechanism for real-time broadcast content, the lack of legal accountability for non-conventional business actors such as influencers and affiliates, and the inadequacy of BPSK dispute resolution procedures for undocumented and episodic violations. Third, a three-pillar harmonization model comprising digital *bayān* standards, tiered accountability chain reconstruction, and digital *ṣulḥ* dispute resolution can operationalize the convergent values of both systems in a substantive and enforceable manner.

The principal theoretical contribution lies in proposing a shift in the parameters of contractual validity within *fiqh muamalah*: from the primacy of verbal expression toward information transparency and system validation as operative criteria for valid digital consent. This reconceptualization, grounded in digital *‘urf* and *maqāṣid al-sharī‘ah*, extends beyond affirming the validity of digital contracts by showing that *ḥifẓ al-māl* can generate measurable, institution-specific legal obligations within a national consumer protection framework. In terms of harmonization theory, integration between Islamic law and positive law need not proceed by analogy or post-hoc legitimation. It can instead be constructed through shared normative values, namely *bayān*, *ṣidq*, and *ḥifẓ al-māl* on the *fiqh* side, and information protection, business accountability, and compensation on the UUPK side, which are then translated into operational legal mechanisms rather than remaining general aspirations.

Several limitations must be acknowledged. As a normative legal inquiry grounded in literature, the findings have not been validated through empirical field data. The proposed three-pillar model therefore remains prescriptive and conceptual, requiring further testing through legislative, regulatory, and fatwa-making processes. The model is also circumscribed to the Indonesian TikTok Shop context, and its applicability to other live commerce platforms requires separate examination.

Three directions are recommended for future research. First, empirical studies examining the lived experiences of Muslim consumers in live shopping transactions would provide field-level validation that normative analysis cannot supply. Second, interdisciplinary collaboration among experts in Islamic law, positive law, and information technology is needed to translate the three-pillar model into draft technical regulations for direct use by the Ministry of Trade, DSN-MUI, and BPKN. Third, future normative research may examine whether the conceptual shift proposed here, from verbal to informational parameters of contractual validity, can be extended to other live commerce platforms operating within the Indonesian legal context.

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### Conflict of Interest Statement

The authors declare that there is no conflict of interest regarding the publication of this article.

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