

Ali Jum'ah's Legal Meaning Construction for Reading *Gharar*-Based Labeling in Hidden Fees

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Abstract: Contemporary Islamic business law (*muāmalāt*) discourse often faces digital transactions by applying familiar legal categories such as *gharar*, *tadlīs*, *bāṭil*, or *tarāḍī*. Such categories remain important, but they require a careful bridge between legal Qur'anic wording, classical interpretive traditions, and modern transaction structures. Using a normative doctrinal method and a legal-semantic juridical approach, this article reconstructs the meaning of *akl al-amwāl bi al-bāṭil* through four analytical layers: lexical meaning, social usage, legal meaning in Qur'anic usage, and legal operational terminological indicators. These four layers of meaning is synthesized from Sheikh 'Ali Jum'ah's legal-meaning thought. The analysis relies on direct readings of the Qur'an, Sunan Ibn Mājah, Lisān al-'Arab, Al-Mufradāt fī Gharīb al-Qur'ān, al-Ṭabarī, al-Qurṭubī, al-Sarakhsī, al-Kāsānī, al-Nawawī, and Ibn Qudāmah. Digital hidden fee practices are used as a contextual test case because they reveal how information, consent, compensation, and interface design shape the legitimacy of wealth transfer. The findings show that "consuming wealth" refers not merely to taking property, but to absorbing another party's economic value through defective legitimacy. The article contributes operational indicators for reading digital transactions without reducing Qur'anic language to rapid legal labelling.

Abstrak: Kajian Hukum Bisnis Islam kontemporer sering menghadapi transaksi digital dengan membawa kategori fikih yang sudah dikenal, seperti *gharar*, *tadlīs*, *bāṭil*, atau *tarāḍī*. Kategori tersebut tetap penting, tetapi perlu dijembatani melalui pembacaan yang hati-hati antara redaksi Al-Qur'an, tradisi tafsir-fikih, dan struktur transaksi modern. Melalui metode normatif doktrinal dan pendekatan semantik yuridis, tulisan ini merekonstruksi makna *akl al-amwāl bi al-bāṭil* melalui empat lapis analisis: makna leksikal, tradisi sosial, makna syar'i dalam redaksi Al-Qur'an, dan indikator terminologis-operasional. Analisis Empat lapis makna ini disintesis dari pemikiran Syaikh Ali Jum'ah yang bertumpu pada pembacaan langsung terhadap Al-Qur'an, Sunan Ibn Mājah, Lisān al-'Arab, Al-Mufradāt fī Gharīb al-Qur'ān, al-Ṭabarī, al-Qurṭubī, al-Sarakhsī, al-Kāsānī, al-Nawawī, dan Ibn Qudāmah. Praktik *hidden fee* digital dipakai sebagai medan uji karena memperlihatkan bagaimana informasi, kerelaan, kompensasi, dan desain antarmuka membentuk legitimasi perpindahan harta. Temuan menunjukkan bahwa "memakan harta" tidak hanya berarti mengambil harta, tetapi menyerap nilai ekonomi pihak lain melalui legitimasi yang cacat. Sumbangan tulisan ini terletak pada penyusunan indikator operasional untuk membaca transaksi digital tanpa mereduksi bahasa Al-Qur'an menjadi label hukum yang tergesa-gesa.

Keywords:
Legal Meaning;
'Ali Jum'ah;
Gharar-Based
Labelling; Hidden
Fees; Digital
Platforms

Introduction

Digital transactions today challenge law not only through changing contractual forms, but also through the ways prices, choices, consent, and benefits are displayed to users. Islamic Business Law often approaches new objects of this kind by using familiar *fiqh* categories, such as *gharar* (excessive uncertainty), *tadlis* (fraudulent concealment), *ujrah majhūlah* (unknown fee), *bātil* (invalid), or *tarāḍī* (mutual consent). This move is important, but it remains insufficient when the relation among Qur'anic wording, meanings understood within social tradition, and modern transaction structures has not first been established. Legal categories may become labels attached too quickly to digital objects, while the semantic roots of revealed texts have not yet worked as reading tools. The fundamental issue is not only whether a particular digital practice is valid or invalid, but how wealth moves and how the legitimacy of that movement is formed.

Hidden fees are chosen as the testing field because this practice makes the issue concrete. An initial price that appears cheap is often not the price that users actually pay. Service fees, administrative fees, protection fees, system taxes, facility fees, or other additional components often appear only when the purchase process is almost complete. Celestin and Vanitha show that hidden fees do not appear only in online shopping, but also in banking services, digital payments, credit cards, and international transfers.¹ The problem is not merely the additional amount, but the way fees are structured, delayed, and displayed so that users do not always understand the price structure when consent begins to take shape.

Hidden fee practices rarely appear as crude and immediately visible violations. Many patterns are attached instead to procedures that look valid, such as consent clicks, lengthy terms and conditions, default choices, or interfaces that make users appear to have accepted the entire transactional burden. Studies of dark patterns and online choice architecture show that digital design can direct attention, limit the readability of choices, encourage quick decisions, and make it difficult for users to leave a path already shaped by the system.² Drip pricing, sneak into basket, hidden subscription, auto-renewal, misdirection, false urgency, and confirm shaming show that digital consent does not always arise from complete understanding.

Consumer protection law is important for reading such practices, but the issue of hidden fees does not stop at administrative compliance. Theories in Islamic Business Law raise a more basic question, namely whether a transfer of wealth has a valid justificatory ground. Transactions need to be tested through clarity of information, the quality of consent, the relation between fee and benefit, and the balance between the parties. The principle of *tarāḍī* requires more than a sign of agreement.³ Consent becomes meaningful only when users understand the burden they bear, see choices clearly, and are not directed by a design that deliberately exploits informational weakness.

¹ Mbonigaba Celestin and N. Vanitha, "The Hidden Fees: How to Avoid Losing Money in Your Financial Transactions," *International Journal of Interdisciplinary Research in Arts and Humanities* 6, no. 2 (2021): 51–58.

² Abdul Mueed, *The Principle of Mutual Consent in Present-Day Commercial Practices: An Islamic Jurisprudential Analysis*, 1, no. 2 (2025).

³ Sami M. Abbasi et al., "Islamic Economics: Foundations and Practices," *International Journal of Social Economics* 16, no. 5 (1989): 5–17, <https://doi.org/10.1108/03068298910367215>; Landy Trisna Abdurrahman et al., "Rethinking Assets in Islamic Law: Understanding the Logic of Camels as Authorized-Value in Socio-Economic Context," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 17, no. 2 (2025): 279–301, <https://doi.org/10.14421/az-zarqa.v17.i2.4710>.

The literature related to this theme can be mapped into four groups. The first discusses hidden fees as consumer and financial transaction problems, especially additional costs that are not easily visible from the beginning.⁴ The second comes from studies on dark patterns, deceptive patterns, and digital choice architecture, such as discussions by Brignull, OECD, CMA, FTC, Gray, Santana, and Mathur on design manipulation, drip pricing, default choices, hidden subscriptions, and difficult cancellation.⁵ The third derives from contemporary Sharia economic law, which reads problematic transactions through *gharar*, *tadlis*, *ujrah majhūlah*, price transparency, and wealth protection.⁶ The fourth consists of *tafsir* and *fiqh muamalah* studies that explain Q.S. al-Nisā' [4]: 29, the principle of *tarādī*, the meaning of *bāṭil*, and the conditions for the legitimacy of exchange.⁷

This mapping shows that the research gap does not lie merely in the lack of discussion on hidden fees in Sharia economic law. Consumer studies and dark pattern studies have strongly explained techniques of fee manipulation. Sharia economic law studies have also placed hidden fees within discussions of *gharar*, *tadlis*, and unclear *ujrah*. Tafsir and *fiqh* studies provide a rich normative foundation. The gap that remains open is the absence of a strong reading model that moves from the semantic structure of Qur'anic wording toward operational indicators for digital transactions. Terms derived from the Qur'an often appear as normative legitimation only after a modern object has first been assumed to be problematic.

Q.S. al-Nisā' [4]: 29 is chosen because this verse contains two axes of *muāmalāt* at once. The first axis is the prohibition *lā ta'kulū amwālakum bainakum bi al-bāṭil*, which rejects ways of acquiring wealth without a valid basis. The second axis is the exception *illā an takūna tijāratan 'an tarādīn minkum*, which affirms that trade must arise from the

⁴ Celestin and Vanitha, "The Hidden Fees: How to Avoid Losing Money in Your Financial Transactions"; Binti Istiqomah Suganda et al., "Analyzing Hidden Fees in Digital Finance through the Lens of Sharia Economic Law," *Al-Risalah Jurnal Ilmu Syariah Dan Hukum* 25, no. 2 (2025): 943–59, <https://doi.org/10.24252/al-risalah.vi.61897>.

⁵ Colin M. Gray et al., "The Dark (Patterns) Side of UX Design," *Proceedings of the 2018 CHI Conference on Human Factors in Computing Systems*, April 21, 2018, 1–14, <https://doi.org/10.1145/3173574.3174108>; Shelle Santana et al., "Consumer Reactions to Drip Pricing," *Marketing Science* 39, no. 1 (2020): 188–210, <https://doi.org/10.1287/mksc.2019.1207>; Arunesh Mathur et al., "Dark Patterns at Scale: Findings from a Crawl of 11K Shopping Websites," *Proceedings of the ACM on Human-Computer Interaction* 3, no. CSCW (2019): 1–32, <https://doi.org/10.1145/3359183>.

⁶ Ali Akbar Ruhullah Muhammadi et al., "Mitigating Gharar in Sharia Capital Market Volatility: Governance, Regulation, and Technology: Mitigasi Gharar Dalam Volatilitas Pasar Modal Syariah: Tata Kelola, Regulasi, Dan Teknologi," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 16, no. 1 (2024): 58–74, <https://doi.org/10.14421/yxqd6f17>; Abid Iman Hasmady and Amir Fazlim Jusoh Yusoff, "GHARAR ANALYSIS IN FOOD BENEFITS OF GRAB UNLIMITED SUBSCRIPTION PLAN FROM THE PERSPECTIVE OF FIQH MUAMALAT," *Al-Qanatir: International Journal of Islamic Studies* 34, no. 07 (2025): 18, <https://doi.org/10.64757/alqanatir.2025.3407/1322>; Asep Koswara et al., "Rethinking Gharar in Digital Business Subscriptions: A Sharia Perspective on Automatic Renewal Practices," *Journal of Islamic Law on Digital Economy and Business*, February 27, 2026, 139–51, <https://doi.org/10.20885/JILDEB.vol1.iss2.art3>.

⁷ Haerul Akmal and Mohammad Hanief Sirajulhuda, "Tinjauan Fiqh Muamalah Terhadap Transaksi Multi Akad Dalam Fatwa DSN-MUI Tentang Pembiayaan Likuiditas Jangka Pendek Syariah," *Al-Istinbath: Jurnal Hukum Islam* 4, no. 2 (2019): 195, <https://doi.org/10.29240/jhi.v4i2.922>; Nevi Hasnita, *KONSEP MULTI AKAD (HYBRID CONTRACT) DALAM KAJIAN FIKIH MUAMALAH KONTEMPORER*, 1st ed. (Bandar Publishing, 2021); Wisnu Uriawan et al., "E-Commerce Transactions in Islam: Fiqh Muamalah on The Validity of Buying and Selling on Digital Platforms," version 1, preprint, arXiv, 2026, <https://doi.org/10.48550/ARXIV.2601.02384>.

consent of the parties. These two axes make the verse more appropriate as a point of departure than as a closing quotation. Al-Ṭabarī and al-Qurṭubī show that this verse does not speak only about theft in a narrow sense, but about the way the transfer of wealth loses its justificatory ground.⁸ Tafsir details concerning *Ribā*, *qimār*, *bakhs*, *zulm*, *bi ghayr haqq*, *'iwaḍ*, and *tarāḍī* will be discussed in the analytical section.

The reading framework of this article draws inspiration from Sheikh 'Alī Jum'ah's attention to *fahm*, namely the need to understand the object, distinguish levels of source authority, and separate linguistic meaning from technical meaning before drawing legal conclusions.⁹ This article does not claim that the four layers of meaning constitute a fixed theory of Sheikh 'Alī Jum'ah. The four layers are the authors' methodological synthesis for reading *muāmalāt* wording in stages. The first layer is lexical meaning. The second layer is social tradition. The third layer is *shar'ī*-Qur'anic meaning. The fourth layer is terminological operational meaning. This order is needed so that *akl al-amwāl bi al-bāṭil* is not treated as a legal slogan, but as a reading tool that moves from language toward transactional indicators.

The research questions are arranged in three directions. First, how the semantic structure of *akl al-amwāl bi al-bāṭil* is formed through lexical, social traditional, *shar'ī* Qur'anic, and terminological operational layers. Second, what operational indicators can be derived from that semantic structure to read the legitimacy of wealth transfer. Third, how hidden fee practices on digital platforms can be read through that structure without being directly reduced to a uniform legal judgment. The aim of this article is to reconstruct the meaning of *akl al-amwāl bi al-bāṭil* as an analytical tool in Islamic Business Law and to test it on digital hidden fee practices.

The main contribution of this article lies in a shift of emphasis. Discussion does not begin with the question of whether hidden fees are haram or halal, but with the more basic question of how wealth moves, when consent begins to become defective, when compensation loses clarity, and when transaction design turns users' informational weakness into another party's gain. This shift prevents contemporary *muāmalāt* analysis from stopping at quick analogies to *gharar*, *tadlīs*, or *ujrah majhūlah*. The analysis moves back to the semantic structure of the *naṣṣ* and then derives indicators that can be used to read digital transactions more carefully.

Method

This research is a normative doctrinal legal study using a juridical semantic approach to Qur'anic wording. The main object of analysis is the phrase *akl al-amwāl bi al-bāṭil* in Q.S. al-Nisā' [4]: 29, while hidden fee practices in digital transactions are placed as the contextual testing field. The position of this writing is not a fatwa on any particular platform. It formulates an analytical tool for reading the legitimacy of wealth transfer in Islamic Business Law through stages of meaning construction that move from text toward transactional indicators.

The primary legal materials in this article include the Qur'an, the hadith "*innamā al-bay' 'an tarāḍin*" in Sunan Ibn Mājah, lexicographical materials in Lisān al-'Arab and Al-Mufradāt fī Gharīb al-Qur'ān, the tafsir of Q.S. al-Nisā' [4]: 29 in al-Ṭabarī's Jāmi' al-

⁸ Muḥammad ibn Jarīr al-Ṭabarī, *Jāmi' al-Bayān 'an Ta'wīl Āy al-Qur'ān*, vol. 7, ed. Aḥmad Muḥammad Syākīr (Dār al-Ma'ārif, n.d.); al-Qurṭubī Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'ān*, 2nd ed., vol. 5 (Dār al-Kutub al-Miṣriyyah, 1964).

⁹ 'Alī Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islamī*, 4th ed. (Naḥḍat Miṣr, 2009), p. 34-38, 45-50.

Bayān 'an Ta'wīl Āy al-Qur'ān and al-Qurṭubī's Al-Jāmi' li Aḥkām al-Qur'ān, as well as relevant classical *fiqh* literature. This *fiqh* literature mainly includes al-Sarakhsī's Al-Mabsūṭ, al-Kāsānī's Badā'i' al-Ṣanā'i', al-Nawawī's Al-Majmū' Sharḥ al-Muḥaẓẓab, and Ibn Qudāmah's Al-Mughnī. All primary materials are used through direct reading of the cited editions, not through secondary quotations. This choice is necessary because the article builds a conceptual foundation from Islamic legal authorities.

The works of Sheikh 'Alī Jum'ah, especially Al-Ṭarīq ilā al-Turāth al-Islāmī and Tārīkh Uṣūl al-Fiqh, are used as methodological foundations for organizing the reading of layers of meaning. These works are not positioned as direct tafsir sources for the verse, nor as data on digital transactions. Their function is limited to affirming the importance of *fahm*, distinguishing levels of source authority, and separating linguistic meaning from technical meaning before a Qur'anic term is brought into the field of legal assessment.

Secondary materials are selected from contemporary literature that discusses hidden fees, dark patterns, drip pricing, sneak into basket, hidden subscription, auto-renewal, mutual consent, and prohibited elements in Islamic financial transactions. Studies by Gray and colleagues on dark patterns, Santana and colleagues on drip pricing, Mathur and colleagues on manipulative patterns in shopping websites, and the Federal Trade Commission report on dark patterns are used to read interface design and the formation of consent in digital transactions. Contemporary Sharia economic law literature is used in a limited way to place the findings of this article in dialogue with debates on *gharar*, *tadlīs*, *ujrah majhūlah*, price transparency, and the validity of *tarāḍī*.

The selection of materials follows three criteria. First, direct proximity to the terms *akl*, *amwāl*, *bāṭil*, *tijārah*, and *tarāḍī*. Second, the relevance of *fiqh* materials to issues of contractual clarity, signs of consent, coercion, misleading presentation, valid compensation, and continuing obligations. Third, the ability of contemporary literature to explain the technical mechanisms of digital transactions that affect the formation of user consent. All materials are read through document study by distinguishing the positions of primary sources, methodological sources, and contemporary supporting sources so that normative authority, methodological construction, and description of digital phenomena are not loosely mixed.

The analysis proceeds in four stages. The first stage identifies the semantic field of *akl* at the lexical level. The second reads the social usage of the phrases *akl al-māl* and *amwālukum bainakum* in classical tafsir. The third examines the *shar'ī* direction of the phrase *akl al-amwāl bi al-bāṭil* through its relation to *tijārah 'an tarāḍīn*. The fourth formulates operational indicators and then tests them against digital hidden fee practices as a spectrum of proximity to the structure of *akl al-amwāl bi al-bāṭil*.

Result and Discussion

Four Layers of Meaning as a Way to Read *Muāmalāt* Words in Al-Qur'an

Discussion proceeds from the meaning construction of Qur'anic wording toward the formulation of transactional indicators. This order is important because digital objects cannot be inserted directly into classical *fiqh* categories simply because they both involve wealth transfer. A reading that moves too quickly can easily turn terms such as *bāṭil*, *gharar*, *tadlīs*, or *tarāḍī* into legal labels rather than analytical tools. Digital hidden fees are used as a testing field because this practice shows how price, information, interface,

user choice, and electronic consent participate in shaping the legitimacy of wealth transfer.

The framework of discussion is arranged in stages. The meaning of *akl* is first read at the lexical layer to trace its expansion from physical consumption to value appropriation. The linguistic experience of Arab society in the phrase *akl al-māl* is then examined to capture relations of exchange, reduction of rights, and circulation of wealth among parties. The *shar'ī* direction of Q.S. al-Nisā' [4]: 29 is read through the relation between the prohibition *lā ta'kulū amwālakum bainakum bi al-bāṭil* and the exception *tijārah 'an tarāḍin*. These layers are then condensed into terminological operational indicators that can be used to assess digital transaction practices without rushing toward uniform legal judgments.

Sheikh 'Alī Jum'ah's attention to *fahm* provides an important methodological basis for this article. Revealed texts cannot be treated as a collection of ready-made answers that can be directly attached to modern objects. Before a term moves from the linguistic domain into the legal domain, the object being read must first be understood adequately. This principle corresponds to the maxim "*al-ḥukm 'alā al-shay' far'un 'an taṣawwurihī*," that judgment on something depends on properly understanding its reality.¹⁰ Through *Al-Ṭarīq ilā al-Turāth al-Islāmī*, Sheikh 'Alī Jum'ah emphasizes the importance of distinguishing *ma'ṣūm* sources, namely the Qur'an and authentic Sunnah, from *turāth* produced through *ijtihād*, *tafsir*, *fiqh*, *fatwa*, thought, and the historical experience of the Muslim community. This distinction is necessary because not all Islamic knowledge stands at the same level of authority.¹¹

Discipline in reading meaning also appears when Sheikh 'Alī Jum'ah distinguishes linguistic meaning from technical meaning. A term is not sufficient merely because it feels familiar within scholarly tradition. Its linguistic root, field of usage within tradition, process of semantic formation, and conceptual boundaries still need to be traced.¹² This pattern is important for contemporary *muāmalāt* studies because terms derived from the Qur'an are often used as legal labels, while the bridge between the meaning of the wording and modern objects has not always been adequately built. As a result, Islamic Business Law studies can easily move in two equally fragile directions. The first is literalism, namely the assumption that dictionary meaning is enough to assess a legal object. The second is rapid normativism, namely the tendency to give labels such as *halal*, *haram*, *bāṭil*, *gharar*, or *tadlīs* before the semantic structure and case structure are read carefully.¹³

The four layers of meaning in this article are arranged to avoid those two tendencies. The first layer is lexical meaning, namely the basic meaning given by language to a term before that term enters a broader normative construction.¹⁴ The

¹⁰ Wahbah Az-Zuhaily, *Ushul Fiqh Al-Islami* (Darul Fikr, 1986), p. 124.

¹¹ Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islāmī*, 34–38, 45–50.

¹² Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islāmī*; Ulfia Nur Faiqoh, "Pemikiran Syekh Ali Jum'ah Tentang Fatwa Jual Beli Khamr di Negara Non Muslim," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 13, no. 2 (2022), <https://doi.org/10.14421/azzarqa.v13i2.2402>; Wahidul Anam and Mubaidi Sulaeman, "Law, Ethics, and Hadith Ahkam: An Analysis of Fatwa MUI in the Perspective of Progressive Interpretation," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 2 (2024): 1023–53, <https://doi.org/10.22373/sjhk.v8i2.21594>.

¹³ Necmeddin Güney, "Maqāsīd Al-Sharī'a in Islamic Finance: A Critical Analysis of Modern Discourses," *Religions* 15, no. 1 (2024): 114, <https://doi.org/10.3390/rel15010114>.

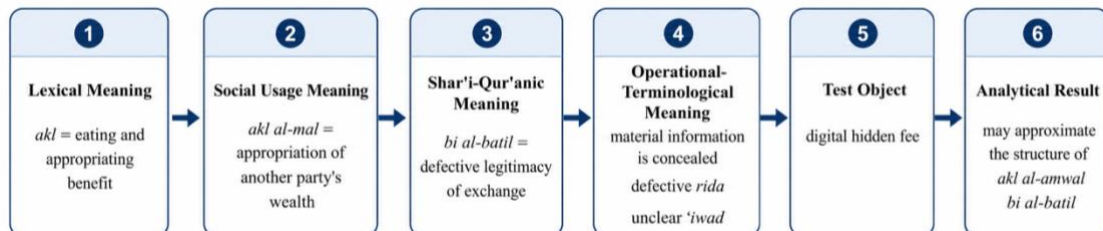
¹⁴ Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islāmī*, 84.

second layer is social traditional meaning, namely the way a term is used in social relations, including idioms, metaphors, trade practices, and social reasoning that shape semantic expansion.¹⁵ The third layer is *shar'ī* meaning in Qur'anic and hadith wording, namely the normative direction that appears when the term is used within the legal and ethical construction of revelation.¹⁶ The fourth layer is terminological operational meaning, namely the condensation of meaning into indicators that can be used to read contemporary legal objects.¹⁷

These four layers are not positioned as a fixed theory literally formulated by Sheikh 'Alī Jum'ah. This article uses them as a methodological synthesis inspired by the principle of *fahm*, the distinction of source authority, and the separation between linguistic meaning and technical meaning in reading *turāth*.¹⁸ This four-layer framework is also not intended to replace *uṣūl al-fiqh*, tafsir of legal verses, or a *maqāṣid* approach. *Uṣūl al-fiqh* continues to provide rules of *istinbāt*, tafsir of legal verses provides the basis for textual explanation, and *maqāṣid* helps read the direction of legal benefit.¹⁹ The four layers of meaning work in a more limited way, namely as an analytical bridge from Qur'anic wording to operational indicators that can be used to read digital transaction practices.

The main value of this framework lies in its order of work. Meaning does not immediately become law. Meaning moves from language, enters social usage, gains *shar'ī* direction, and is then formulated into operational tools. This order prevents the phrase *akl al-amwāl bi al-bāṭil* from being treated as a normative slogan and places it instead as a semantic structure that guides the reading of wealth transfer practices.

Figure 1
Meaning Construction Flowchart in This Article



The flowchart shows that modern objects are not assessed merely through outward resemblance to theft, *ribā*, gambling, or particular classical transaction forms. Hidden fees are read through the proximity of their relational structure to *akl al-amwāl bi al-bāṭil*. The main question in this article is not merely whether an additional fee exists in a digital transaction, but how that fee gains legitimacy. An additional fee does not automatically fall within the domain of *bāṭil* when it is explained clearly, understood

¹⁵ Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islamī*, 146.

¹⁶ Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islamī*, 85.

¹⁷ Jum'ah, *Aṭ-Ṭarīq ilā At-Turās Al-Islamī*, 146.

¹⁸ 'Alī Jum'ah, *Tārīkh Uṣūl Al-Fiqh*, 1st ed. (Dār al-Muqattam li al-Nasyr wa al-Tawzī', 2001).

¹⁹ Ahmad Yani Anshori and Landy T. Abdurahman, "History of the Development of Madhab, Fiqh and Ushul Fiqh," *SAMARAH: Jurnal Hukum Keluarga Dan Hukum Islam* 9, no. 1 (2025): 273–98, <https://doi.org/10.22373/sjhk.v9i1.25355>; Muhammad Zainuddin Sunarto et al., "Pembaharuan Ushul Fiqh Ali Jum'ah Muhammad," *HAKAM: Jurnal Kajian Hukum Islam* 6, no. 1 (2022): 25–41.

before final commitment, can be reasonably rejected, and has clear *'iwaḍ*. Conversely, the practice approaches the structure of *akl al-amwāl bi al-bāṭil* when a fee is obtained through concealment of material information, defective *riḍā*, unclear *'iwaḍ*, presentation of a transaction that does not match its economic reality, or a system arrangement that gives asymmetric advantage to the party controlling the transaction design and information.²⁰

Lexical Meaning of *Akl*: from Physical Eating to Value Appropriation

The lexical layer shows that *akl* indeed begins from the meaning of eating, but its semantic field does not stop at the biological act of putting food into the body. Al-Rāghib al-Iṣfahānī in *Al-Mufradāt fī Gharīb al-Qur'ān* gives an important indication that *akl* is also used figuratively for acts of exhausting, spending, or controlling wealth.²¹ This usage is understandable because eating is the form of consumption closest to human life, something originally outside the self is absorbed, used, and does not return in its original form. Ibn Manẓūr in *Lisān al-'Arab* gives a similar direction when explaining that anything one controls and takes entirely can be expressed as *akaltuhū*. This lexical explanation opens a space for understanding that *akl* does not point only to physical consumption, but also to control over benefit.²²

Ibn Manẓūr strengthens this expansion of meaning through the poetic example "*min al-ākilīna al-mā'a zulman*."²³ The expression does not mean that someone literally "eats water." It refers to a person who sells water and then buys food from the proceeds. Water is described as something "eaten" because it becomes the cause of an economic benefit that is later consumed. This example is important for *muāmalāt* studies because the object of *akl* is no longer understood as an object that enters the mouth, but as value obtained from an object. In other words, what is "eaten" in that expression is its economic benefit, not its material form.

A similar direction of meaning appears in Ibn Manẓūr's explanation of *akala* as "*ya'khuḥ amwālahum*," taking their wealth, and in the phrase *yasta'kil amwāla al-nās*, making people's wealth a source for fulfilling one's own interests.²⁴ At this point, *akl* moves from physical consumption to value appropriation. Another person's wealth does not have to be seized crudely to be described as "eaten." It can become a source of benefit through a mechanism that appears ordinary, as long as the value of that wealth is absorbed for the interest of the party controlling it. This nuance makes the term *akl* sharper than merely *akhḥ* or taking. *Akhḥ* can still be neutral, while *akl* carries the sense of processing, absorbing, and using another party's value for one's own interest.

The idiomatic hadith recorded in *Lisān al-'Arab* also clarifies the social layer of this meaning. The phrase *man akala bi akhīhi uklatan* refers to a person who establishes a relation with another person and then uses that relation to gain worldly benefit. What

²⁰ Neha Kamboj and Vinita Choudhary, *Fin Tech for Sustainable Financial Market Innovation* (Nova Science Publishers, Inc., 2026), <https://doi.org/10.52305/WBEH2103>; Muhammad Lutfi Hakim et al., "ISLAMIC LEGAL REASONING ON THE LEGITIMACY OF CRYPTOCURRENCY WITHIN THE FATWA OF NAHDLATUL ULAMA YOGYAKARTA: EXPLORING LEGALITY BEYOND BOUNDARIES," *Malaysian Journal of Syariah and Law* 14, no. 1 (2026): 1-11, <https://doi.org/10.33102/mjssl.vol14no1.1056>.

²¹ Al-Ḥusayn ibn Muḥammad al-Rāghib al-Iṣfahānī, *Al-Mufradāt Fī Gharīb al-Qur'ān*, 3rd ed., ed. Ṣafwān 'Adnān Dāwūdī (Dār al-Qalam, 1992), 73.

²² Muḥammad ibn Mukarram Ibn Manẓūr, *Lisān Al-'Arab*, vol. 11 (Dār Ṣādir, 1994), 21.

²³ Ibn Manẓūr, *Lisān Al-'Arab*, vol. 11, 22.

²⁴ Ibn Manẓūr, *Lisān Al-'Arab*, vol. 11, 23.

is “eaten” is not the brother’s body, but a social relation converted into a path for obtaining benefit. This usage shows that *akl* can refer to the act of making another person, another person’s wealth, or a relationship with another person into material for consuming one’s own interests.²⁵ This meaning is highly relevant for reading transactions, because transactions do not only transfer goods, but also regulate relations of power, information, benefit, and compensation.

The lexical meaning of *akl* can be read at three levels. First, the biological level, namely eating as the physical act of consuming food. Second, the social economic idiom level, namely controlling, exhausting, or absorbing the benefit of something valuable. Third, the normative *muāmalāt* level, namely when *akl* is paired with *amwāl* and *bāṭil*, it points to the appropriation of economic value from another party’s wealth through a mode whose transfer legitimacy is problematic. Distinguishing these three levels is important so that the article does not jump directly from dictionary meaning to legal judgment. Lexical meaning is only the entry point. Its legal value appears only when this semantic field is read together with the social structure of transactions and the normative direction of Q.S. al-Nisā’ [4]: 29.

Social Traditional Meaning of *Akl al-Māl* and Power Relations in Exchange

The layer of social tradition shows that the expression *akl al-māl* does not always point to physical seizure. Classical tafsir instead captures its use in the space of exchange, control over wealth, reduction of rights, and use of another party’s position in transactions. When interpreting Q.S. al-Nisā’ [4]: 29, al-Ṭabarī explains that the prohibition against consuming wealth by false means includes ways of acquiring wealth that Allah has forbidden. The reports he cites mention forms such as *ribā*, *qimār*, *bakhs*, and *zulm*. These examples are important because not all of them take the form of open theft. Some work precisely through transactions that outwardly appear as *muāmalāt* relations.²⁶

Ribā works through an additional structure attached to debt or exchange relations.²⁷ *Qimār* works through speculation that makes one party’s loss the source of another party’s gain. *Bakhs* points to the reduction of value or rights in a transaction, while *zulm* indicates an imbalance that damages relational justice. All of these examples show that *akl al-māl* in the social horizon read by al-Ṭabarī concerns how value moves, not merely the crude act of taking goods. The report of Ibn ‘Abbās placed by al-Ṭabarī in the discussion of this verse also operates in the field of transactions, not seizure. The emphasis falls on the cause of acquisition, the conditions of exchange, and the quality of the relation between the party gaining benefit and the party whose wealth is transferred.²⁸

The wording *amwālakum bainakum* provides a stronger social layer. The verse does not use a flat expression such as “other people’s wealth,” but speaks of “your wealth among yourselves.” Al-Qurṭubī pays special attention to the attribution of wealth

²⁵ Ibn Manzūr, *Lisān Al-‘Arab*, vol. 11, 24.

²⁶ al-Ṭabarī, *Jāmi’ al-Bayān ‘an Ta’wīl Āy al-Qur’ān*, vol. 7, 98.

²⁷ Khulafaur Rosidin and Ahmad Solahuddin, “Ribā in The Qur’an and The Bible: Comparative Legal-Ethical Perspectives on Economic Justice,” *Az-Zarqa’: Jurnal Hukum Bisnis Islam* 17, no. 1 (2025): 124–47, <https://doi.org/10.14421/az-zarqa.v17.i1.4537>.

²⁸ Seyed Kazem Sadr, *The Economic System of the Early Islamic Period* (Palgrave Macmillan US, 2016), <https://doi.org/10.1057/978-1-137-50733-4>.

to the addressed community. According to him, the mention of *amwālakum* carries the meaning that the wealth of one's fellow community member must be protected as one protects one's own wealth. The pattern is similar to the Qur'anic expression prohibiting people from killing themselves, which is understood as a prohibition against some people killing others.²⁹ Through this reading, wealth is not placed merely as a private object, but as part of a social ecosystem that must be protected from damaging modes of acquisition.

This social meaning is important for *muāmalāt* studies. Damage in a single transaction does not always stop as a private matter between two parties. When wealth is obtained through reduction of rights, unequal information, misleading presentation, or terms of exchange that harm the weaker party, the damage also disturbs the ethics of wealth circulation in society.³⁰ The prohibition of *akl al-amwāl bi al-bāṭil* therefore protects not only individual ownership, but also trust within economic traffic. If people feel able to take value from others through information gaps or engineered exchange, transactions that appear valid can become instruments of appropriation that damage social justice.³¹

The social structure of *akl al-māl* is broader than theft in a simple sense. One party controls information, another party depends on the presentation of the transaction, certain rights are reduced, and terms of exchange transfer excess benefit to one side. All of this can occur in sale, lease, subscription, service fee, or other transactional forms that appear ordinary. This layer of social tradition becomes a bridge toward reading digital transactions. The issue is not only whether an additional fee exists, but whether that addition arises from an open and fair exchange relation or from a structure that turns users' limited knowledge into a source of gain for the party controlling the system.

Shar'ī Meaning of Al-Bāṭil as Defective Exchange Legitimacy

Q.S. al-Nisā' [4]: 29 does not merely prohibit taking wealth by false means. The verse also shows the justified form of wealth transfer, namely *tijārah 'an tarāḍin*. The prohibition and the exception form one semantic construction. Wealth may move through trade, but that trade must arise from the consent of the parties. Conversely, the transfer of wealth loses legitimacy when its mode of acquisition damages rights, closes off important information, or transfers benefit without a proper compensatory basis.

Ribā, *qimār*, *bakhs*, and *zulm* are examples used by al-Ṭabarī when explaining the prohibition against consuming wealth by false means. The range of examples is notable because not all of them constitute open seizure. *Ribā* works through an addition in a financial relation. *Qimār* makes profit depend on another party's loss. *Bakhs* reduces the value or right that should be received in exchange. *Zulm* marks the damage of relational balance because one party is treated improperly. Through these examples, al-Ṭabarī

²⁹ Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'ān*, vol. 5, 150-151.

³⁰ Syamsul Anwar, *Hukum Perjanjian Syariah: Studi Tentang Teori Akad Dalam Fikih Muamalat* (Rajawali Pers, 2010); Abdurrahman et al., "Rethinking Assets in Islamic Law."

³¹ Mughees Shaukat et al., "Islamic Framework for Behavioral and Socio-Economic Justice," in *Islamic Finance in the Modern Era*, 1st ed., by Hussain Mohi-ud-Din Qadri and M. Ishaq Bhatti (Routledge, 2024), <https://doi.org/10.4324/9781003366751-5>; Timur Kuran, "On the Notion of Economic Justice in Contemporary Islamic Thought," *International Journal of Middle East Studies* 21, no. 2 (1989): 171-91, <https://doi.org/10.1017/S002074380003227X>.

shifts attention from the object that is “eaten” toward the cause of wealth acquisition.³² The issue in the verse is not merely whether someone takes another person's property, but whether that transfer of value has a valid basis.

The meaning of *tarāḍī* is also not as simple as a sign of agreement. Al-Ṭabarī interprets *tarāḍin minkum* as trade arising from *ṭīb anfusikum*, the willing hearts of the parties. This formulation places consent as a condition deeper than the outward sign of a contract. A person may say yes, press a button, or follow a transaction procedure, but that sign still needs to be read together with knowledge, will, and freedom of choice. The hadith “*innamā al-bay' 'an tarāḍin*” in Sunan Ibn Mājah strengthens this principle. Sale and purchase are not sufficient merely because a transaction form takes place. Sale and purchase must rest on consent that has truly been formed.³³

Clicks, checkmarks, OTP codes, and electronic authorization can become signs of consent in digital transactions. These signs cannot be treated directly as *tarāḍī* when users do not understand material fees, do not see choices clearly, or are directed by interface design that makes one decision appear as the most reasonable choice. Electronic consent is important for modern transactions, but its legal value depends on the quality of *riḍā* it indicates. A system may succeed in obtaining a click. The *shar'ī* question remains more basic, whether that click truly arises from sufficient knowledge and free choice.

Al-Qurṭubī provides juridical sharpening for the phrase *bi al-bāṭil*. The meaning used is taking wealth *bi ghayr ḥaqq*, without a valid right. Al-Qurṭubī also links taking wealth by false means to the absence of *shar'ī 'iwāḍ* or the absence of voluntary giving by the owner of the wealth. This formulation is important because “without right” does not always mean “without contract.” A transaction may have a contract, payment procedure, and sign of consent, but it can remain problematic when the cause of acquisition is damaged, the compensation is unclear, or consent has not been fully formed.³⁴

The debate on *bay' al-'urbān* shows that classical *fiqh* itself is careful in assessing the transfer of money. The majority of jurists problematize forfeited earnest money when the buyer cancels because the seller obtains wealth without equivalent *'iwāḍ*. Al-Qurṭubī links this form to *qimār*, *gharar*, and *mukhāṭarah* and places it within the domain of *akl al-māl bi al-bāṭil*.³⁵ The Hanbali school takes a different direction, as mentioned by Ibn Qudāmah in Al-Mughnī, by permitting *bay' al-'urbān* through the *athar* of companions and consideration of compensation for the seller's lost opportunity during the waiting period.³⁶ This difference should not be concealed. It shows precisely that the issue is not merely whether earnest money is permissible or not, but whether the money transferred has valid compensation.

The question of *'iwāḍ* becomes a bridge toward digital transactions. Additional fees are not automatically *bāṭil* merely because they appear after the initial price. Additional fees can be justified when the benefit is clear, the information is delivered before final commitment, and users still have a real opportunity to accept or refuse.

³² al-Ṭabarī, *Jāmi' al-Bayān 'an Ta'wil Āy al-Qur'ān*, vol. 6, 599-600.

³³ Ibn Mājah, *Sunan Ibn Mājah*, 1st ed., vol. 3 (Dār al-Risālah al-'Ālamiyyah, 2009), 378.

³⁴ Muhammad bin Ahmad Al-Anṣārī Al-Qurṭubī, *Jāmi' Li Ahkām al-Qur'ān* (Darul Kutub Al-Miṣriyyah, 1964), 5, 153.

³⁵ Al-Qurṭubī, *Jāmi' Li Ahkām al-Qur'ān*, 154.

³⁶ 'Abd Allāh ibn Aḥmad ibn Qudāmah, *Al-Mughnī*, vol. 8 (Maktabat al-Qāhirah, 1968), 37-38.

Damage begins to appear when fees are collected through deliberately delayed information, additional services that are not consciously chosen, or subscriptions renewed without adequate notice. Transaction procedures may still run, but the justificatory basis for wealth transfer becomes fragile.³⁷

The word *akl* helps capture this kind of damage more sharply. "Eating" does not merely mean taking. It suggests a process of absorbing benefit into the interest of the party who takes. Value that has been "eaten" no longer remains in its original condition. Digital transactions can move in this direction when users learn the total cost only at the final payment stage, after their time, attention, and psychological decision have been absorbed into the system's flow. A cancel button may still be available, but the user's position is not always the same as before the entire process began. A sense of being halfway through, promotional pressure, technical obstacles, or time costs can make withdrawing less simple than it appears.

The *shar'ī* meaning of *bāṭil* ultimately points to a defect in the legitimacy of wealth transfer. That defect can arise from an invalid cause of acquisition, unclear *'iwaḍ*, material knowledge asymmetry, or consent that is defectively formed. The opposite of *bi al-bāṭil* is not every form of sale and purchase, but *tijārah* that genuinely arises from *tarāḍī*. Such trade is supported by clear information, valid compensation, and an exchange structure that does not make one party's weakness a source of gain for the other.

Terminological Operational Meaning and Legal Indicators

Clicks, checkmarks, OTP codes, or biometric authorization can become signs of consent in digital transactions. Classical *fiqh muāmalah* in fact provides a basis for reading such matters. Al-Sarakhsī in *Al-Mabsūṭ* explains that a contract can be formed through conduct that indicates consent, not only through words. The discussion of *bay' al-ta'āṭī* shows that what is sought in a contract is not merely verbal form, but a sign that can disclose *riḍā*.³⁸ This principle gives room for digital transactions because consent does not always need to be spoken orally. Yet the same principle also sets a limit. An outward sign has value only insofar as it truly indicates consent.³⁹ If a system is designed to obscure fees, disguise exit choices, or make users agree to something they do not understand, the sign of consent loses its force as an indicator of *riḍā*.

Al-Kāsānī provides a sharper limiting layer through his discussion of *ikrāh*. Consent is not the same as outward choice. A person under coercion can still make a choice, but that choice does not arise from intact *riḍā*. The distinction between *ikhtiyār* and *riḍā* is important for reading digital transactions.⁴⁰ Interface design does not always coerce users through physical threats, but it can pressure choices in subtle ways. The path to subscribe is made easy, while the path to cancel is made layered. The initial price is made clear, while material fees appear only after users reach the final stage. Choice remains available, but freedom of choice has already been burdened by a decision architecture that directs users toward a particular option.

³⁷ Husain Muḥiuddīn Qādrī and M. Ishaq Bhatti, eds., *Islamic Finance in the Modern Era: Digitalization, Fintech and Social Finance*, 1 edition, Islamic Business and Finance (Routledge, 2025).

³⁸ Syamsuddīn As-Sarkhasī, *Al-Mabsūṭ*, vol. 12 (Dārul Ma'rifah, n.d.), 108.

³⁹ Koswara et al., "Rethinking Gharar in Digital Business Subscriptions."

⁴⁰ 'Alā' al-Dīn Abū Bakr ibn Mas'ūd al-Kāsānī, *Badā'i' al-Ṣanā'i' Fi Tartīb al-Sharā'i'*, *Kitāb al-Buyū'*, *Bāb Mā Yabṭul Bihi al-Bay.*, vol. 3 (Dār al-Kutub al-'Ilmiyyah, 1986), 318-319.

Tadlīs also does not have to take the form of a verbal lie. Al-Nawawī in *Al-Majmū'* explains *tadlīs* as presenting the object of a transaction with a quality that does not match its actual condition in order to influence the price. This formulation is very close to the problem of digital design.⁴¹ A price made to appear lower than the total cost, a disguised cancellation button, an additional service preselected from the beginning, or fee information placed in a difficult-to-see location can damage the fit between the transaction's presentation and its economic reality. The problem is not only whether the seller lies explicitly. The more basic problem lies in how the transaction is presented so that users understand price reality incorrectly.⁴²

Digital subscription practices add another issue. Ibn Qudāmah in *Al-Mughnī* affirms that contracts over benefits, such as *ijārah*, must have a clear time limit. An unlimited period of benefit can create *jahālah*. When the lease period ends, the contract over that benefit also ends.⁴³ This formulation cannot be read as a rejection of all periodic subscriptions, because modern transactions do allow valid periodic payment. Its important value lies in the requirement of clarity concerning duration, benefit, and burden. Initial consent cannot be used without limit to justify every new burden that appears in the following period, especially when renewal notice is weak, the exit path is difficult, or the total obligation is not adequately understood.

The Organization for Economic Co-operation and Development report on dark commercial patterns, the UK Competition and Markets Authority guidance on online choice architecture, and the United States Federal Trade Commission documents on digital subscription practices and negative option marketing help explain the technical forms of this damage.⁴⁴ Drip pricing delays fee disclosure until users have almost completed the transaction.⁴⁵ Sneak into basket inserts additional services without active choice by users. Hidden subscription and auto-renewal exploit user inertia, weak notice, or tiring cancellation procedures.⁴⁶ On the other hand, contemporary Islamic economic law studies, such as Wahbah al-Zuhaylī's *Al-Fiqh al-Islāmī wa Adillatuh* and AAOIFI, the Accounting and Auditing Organization for Islamic Financial Institutions, Sharia standards, affirm the importance of transparency, disclosure of material information, freedom from deception and coercion, and truly free consent.⁴⁷ These materials can be condensed into the following operational indicators.

Table 1.
Operational Indicators of *Akl al-amwāl bi al-bā'īl* in Digital Transactions

Indicator	Type of indicator	Layer of meaning	Operational explanation	Digital example	Source basis
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⁴¹ Muhyiddin bin Syaraf An-Nawawī, *Al-Majmū' Syarḥ Al-Muḥaḥḥab*, vol. 12 (Kairo, n.d.), 131.

⁴² Jeje Abdul ROJAK et al., "Integrating Consumer Protection Law and Halal Certification into Efficient Logistics: The Role of Packaging, Price, and Social Media in Halal Product Distribution," *Journal of Distribution Science* 23, no. 1 (2025): 95–111, <https://doi.org/10.15722/JDS.23.01.202501.95>.

⁴³ Muwaffaq al-Dīn 'Abd Allāh ibn Aḥmad Ibn Qudāmah, "Kitāb Al-Buyū', Bāb Shurūṭ al-Bay'," in *Al-Mughnī*, vol. 6 (Dār 'Ālam al-Kutub, 1997).

⁴⁴ Federal Trade Commission Staff Report, "Bringing Dark Patterns to Light," Federal Trade Commission, September 2022.

⁴⁵ Santana et al., "Consumer Reactions to Drip Pricing."

⁴⁶ Suganda et al., "Analyzing Hidden Fees in Digital Finance through the Lens of Sharia Economic Law."

⁴⁷ Wahbah al-Zuhaylī, *Financial Transactions in Islamic Jurisprudence*, trans. Mahmoud A. El-Gamal (Dar al-Fikr, 2003).

There is a transfer of economic value	Basic element of transaction	Social tradition and <i>shar'ī</i>	Money, benefits, access rights, or financial obligations move from users to service providers.	Payment of price, service fees, protection fees, subscription fees, or deducted balance.	al-Ṭabarī, al-Qurṭubī
The transfer occurs through a transaction form that appears valid	Basic element of transaction	Social tradition	The transfer of value does not occur through physical seizure, but through sale, service lease, subscription, add-on, administrative fee, or digital payment mechanism.	Payment processes in marketplaces, ticket booking, application package purchases, or free trials requiring a payment method.	al-Ṭabarī, hidden fee literature
Material information is incomplete	Legitimacy defect	<i>Shar'ī</i> and operational	Important elements concerning total price, additional fees, subscription duration, service benefits, or cancellation procedures are concealed, delayed, or made difficult to understand before final commitment.	A service fee appears only on the final payment page after users have filled in lengthy data.	al-Ṭabarī, al-Qurṭubī, drip pricing literature
Defective <i>tarāḍī</i>	Legitimacy defect	<i>Shar'ī</i> and operational	Consent exists outwardly, but it does not arise from sufficient knowledge, free choice, and a reasonable opportunity to refuse.	Users press the agree button because the refusal option is disguised or cancellation is made too difficult.	<i>Sunan Ibn Mājah</i> , al-Ṭabarī, al-Sarakhsī, al-Kāsānī

The transaction presentation does not match economic reality	Legitimacy defect	Operational	Price, benefits, services, or transaction options are displayed in a way that makes users misunderstand the actual economic burden.	The initial price appears cheap, but the total bill changes significantly after facility fees, system fees, and platform taxes are added.	al-Nawawī, dark patterns and drip pricing literature
<i>'Twaḍ is unclear or improper</i>	Legitimacy defect	<i>Shar'ī</i> and operational	Fees are charged without clear benefit, without recognizable compensation, or without a reasonable relation between the fee and the service received.	A protection fee is charged, but the protection provided is not explained or cannot truly be claimed.	al-Qurṭubī, Ibn Qudāmah, Sharia economic law literature
Continuing obligations are not adequately explained	Legitimacy defect	Operational	Periodic burdens are imposed through initial consent, although the duration, renewal, reminder, or cancellation is unclear to users.	A free trial turns into an annual subscription without adequate reminder and is difficult to cancel.	Ibn Qudāmah, auto-renewal and hidden subscription literature
Asymmetric gain through control of the system	Legitimacy defect	Social tradition and operational	The party controlling design, data, and transaction flow gains benefit because users occupy a weaker position in terms of information and control.	The platform arranges buttons, colors, page order, and default choices to encourage users to buy add-ons.	al-Kāsānī, al-Nawawī, dark patterns literature

The table distinguishes two layers that should not be conflated. The first two indicators only show the existence of a transaction and a transfer of value. They are not yet sufficient to call a practice *akl al-ammāl bi al-bāṭil*. A legitimacy defect begins to appear

only when that transfer of value is accompanied by incomplete information, fragile *tarāḍī*, misleading transaction presentation, unclear *'iwaḍ*, vague continuing obligations, or asymmetric gain through control of the system. This distinction allows legal indicators to work more carefully. Digital transactions that look formally neat are not automatically substantively valid. Conversely, additional fees are not automatically *bāṭil* merely because they appear after the initial price. Assessment must be directed toward how fees obtain legitimacy. The stronger the concealment of information, the weaker the quality of *riḍā*, the more obscure the relation between fee and benefit, and the greater the unilateral control over the transaction flow, the closer the practice is to the structure of *akl al-amwāl bi al-bāṭil*.

Operational Test of the Four Layers of Meaning in Digital Transactions

The operational indicators formulated above need to be tested against digital transaction practices so that the four layers of meaning do not remain a conceptual arrangement. Hidden fees are chosen as the testing field because this practice concretely shows how fees, information, interface design, consent, and compensation mutually shape the legitimacy of wealth transfer.⁴⁸ Additional fees do not automatically become *bāṭil*. Shipping fees, taxes, particular services, or administrative fees may still be justified when the information is clearly delivered, the benefit can be identified, and users have a real opportunity to accept or refuse before being bound. The problem appears when fees are deliberately held back, disguised, or placed at a stage that makes users psychologically and technically difficult to withdraw. The central issue is not simply that an additional fee exists, but how that fee gains legitimacy within the transaction structure.

Findings by Celestin and Vanitha show that hidden fees appear not only in online shopping, but also in banking services, digital payments, credit cards, and international transfers. The amount may be small in a single transaction, but repetition can gradually erode consumers' finances.⁴⁹ Suganda et al. also record forms closer to digital financial transactions, such as hidden top-up fees, inconsistent withdrawal fees, platform administrative fees, exchange-rate markups, and passive account maintenance fees.⁵⁰ These examples show that hidden fees work through a recurring pattern, users do not always see the full fee structure when consent begins to form.

Harry Brignull's *Deceptive Patterns, Exposing the Tricks Tech Companies Use to Control You*, published in 2023,⁵¹ the Organization for Economic Co-operation and Development report on dark commercial patterns in the digital economy, and European Commission guidance on manipulative interface practices help read the technical side of this pattern. Drip pricing displays a low initial price and then gradually adds other fees until the final price differs from the first impression. Sneak into basket inserts products, additional services, insurance, donations, or certain facilities into the basket without active choice by users. Hidden subscription and auto-renewal place users into periodic obligations that are not easy to stop. Other patterns such as misdirection, false urgency, and confirm shaming do not always add fees directly, but they can direct users toward decisions that benefit the platform. At this stage, interface design can no longer

⁴⁸ Suganda et al., "Analyzing Hidden Fees in Digital Finance through the Lens of Sharia Economic Law."

⁴⁹ Celestin and Vanitha, "The Hidden Fees: How to Avoid Losing Money in Your Financial Transactions."

⁵⁰ Suganda et al., "Analyzing Hidden Fees in Digital Finance through the Lens of Sharia Economic Law."

⁵¹ Harry Brignull, *Deceptive Patterns: Exposing the Tricks Tech Companies Use to Control You*, First edition, updated March 27th, 2024 (Testimonium Ltd, 27).

be viewed merely as the outer display of a transaction. The interface participates in shaping how users see prices, read choices, and give consent.⁵²

The relation between design and contract matters because *tarāḍī* is not formed in an empty space. Users understand transactions through information available on the screen. When certain buttons are made prominent, refusal options are faded, additional fees appear only near payment, or cancellation procedures are deliberately layered, the consent that appears cannot be fully read as clean consent. Theories of validity of contracts in *Fiqh muāmalah* allows nonverbal signs as indicators of *riḍā*, but those signs must still indicate real will. Digital design that manipulates attention, information, and choice can sever the relation between the sign of consent and the *riḍā* it is supposed to indicate.⁵³

Table 2.
Typology of Hidden Fees and Their Proximity to *Akl al-amwāl bi al-bāḥīl*

Model	Mechanism	Active indicators	Proximity to the structure of <i>akl al-amwāl bi al-bāḥīl</i>
Drip pricing	The initial price is displayed as low, then material fees appear gradually near final payment.	Incomplete material information, transaction presentation inconsistent with economic reality, asymmetric gain through system control.	High when the platform could provide an estimate of the fee from the beginning but chooses to delay it until users almost complete the transaction.
Sneak into basket	Additional services, insurance, donations, or certain facilities are automatically inserted into the basket.	Defective <i>tarāḍī</i> , misleading transaction presentation, unclear <i>'iwaḍ</i> or not consciously chosen.	High when users are charged for something they never actively chose.
Hidden subscription	Users enter a subscription scheme through weak information, default choices, or procedures that are not clearly readable.	Incomplete material information, vague continuing obligations, fragile <i>tarāḍī</i> .	High when users do not understand the duration, subsequent fees, and cancellation method before giving consent.

⁵² Mueed, *The Principle of Mutual Consent in Present-Day Commercial Practices: An Islamic Jurisprudential Analysis*; Staff Report, "Bringing Dark Patterns to Light."

⁵³ 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>; Qādrī and Bhatti, *Islamic Finance in the Modern Era*.

Auto-renewal without adequate notice	Initial consent is used to charge fees in the following period.	Continuing obligations are not adequately explained, renewal of consent is weak, cancellation is difficult.	High when recurring charges run without sufficient reminder and without a reasonable exit path.
Misdirection, false urgency, and confirm shaming	Visual design, time pressure, or emotional language pushes users to choose options that benefit the platform.	Pressured <i>riḍā</i> , misleading transaction presentation, asymmetric gain through system control.	Medium to high, depending on whether the pattern affects fees, commitment, or users' ability to refuse.
Additional fees that can be calculated only after transaction variables are complete	Fees appear after the address, tax, service type, or other technical parameters are known.	Information may appear later, but it remains open, understandable, and rejectable.	Low when users remain free to withdraw before final commitment and understand the entire fee burden.

The high, medium, and low categories in the table do not indicate final halal-haram judgments. They work only as an initial diagnostic tool for reading the degree of proximity between a pattern and the structure of *akl al-amwāl bi al-bāṭil*. Legal judgment still requires case-by-case examination of the contract form, clarity of information, quality of *tarāḍī*, relation between fee and '*iwaḍ*', and users' opportunity to refuse or cancel. Proximity is called high when fees arise from concealment of material information, inactive choice, vague '*iwaḍ*', or recurring charges without adequate notice. Proximity is called medium when design affects user decisions but does not necessarily produce direct fees or financial obligations. Proximity is called low when fees can indeed be calculated only for technical reasons and are then explained clearly before users are bound.

The following simple illustration can clarify the distinction. In digital ticket booking, the initial price may be displayed as Rp500,000, but the total payment changes to Rp615,000 after service fees, facility fees, and system fees appear only at the final stage. This pattern approaches drip pricing when those fees could actually have been estimated from the beginning. Another example appears in travel booking when insurance or priority service is prechecked by default. Users who do not see that option will pay for additional services they did not consciously choose. In both examples, the defect is not merely the additional fee, but the way the fee enters the transaction.

This distinction must be maintained so the analysis does not fall into generalization. Not all fees that appear later can be called *bāṭil*. Some fees can only be calculated after the system knows the shipping address, service type, tax, exchange rate, or other technical parameters. A problem arises only when delayed information is not a technical necessity, but a strategy to preserve the impression of a cheap price, hold users until the final stage, or make refusal feel more burdensome. The distinguishing point lies

in the clarity of information before final commitment, ease for users to cancel, readability of the relation between fee and benefit, and freedom of choice without artificial design pressure.

Reading Hidden Fees through the Structure of *Akl al-amwāl bi al-bāṭil*

The proximity of hidden fees to *akl al-amwāl bi al-bāṭil* first appears in the knowledge gap between platform and user. Platforms usually know the fee structure more fully from the beginning, while users see the total burden only at a later stage. This gap is not always problematic. Some fees can indeed be calculated only after the address, service type, tax, or other technical parameters are known. A problem emerges when this knowledge gap is deliberately maintained as a transaction strategy. The initial price is made to appear light, the process continues until users fill in data, choose services, and invest attention, then additional fees appear when users are close to final payment. At that point, the fee is not merely charged. It is extracted from an information asymmetry formed by the system.⁵⁴

This pattern is close to the lexical and social meaning of *akl*. Another party's wealth does not have to be crudely seized to be "eaten." Economic value can be absorbed through a transaction structure that prevents the paying party from seeing the full burden from the beginning. Users still appear to choose, but that choice arises after the information structure has been arranged by the party controlling design, data, and payment flow.⁵⁵ This relation shows why *akl* is sharper than merely *akhz*. At this point, what occurs is not only the taking of money, but the processing of users' informational weakness into economic benefit for another party.

Drip pricing provides a clear example by showing how the initial price works as an entry point. The first number creates the impression of cheapness, then additional fees appear little by little as users move toward the final stage. If the fee is material and could actually have been estimated from the beginning, the transaction presentation no longer aligns with its economic reality. Al-Nawawī's formulation of *tadlīs* helps read this issue. *Tadlīs* does not have to be a verbal lie. Presenting the object of a transaction in a way that does not match its actual condition can also damage how buyers understand the price.⁵⁶ In drip pricing, the damage lies not only in the higher final amount, but in the way that amount is split, delayed, and displayed so that *tarāḍī* is formed on incomplete information.⁵⁷

Sneak into basket moves through another path. Additional services, insurance, donations, or certain facilities can enter the basket because the system has selected them in advance. The burden of finding and removing that option is shifted to users.⁵⁸ Al-Sarakhsī indeed provides room for contracts through nonverbal signs, but those signs

⁵⁴ Koswara et al., "Rethinking Gharar in Digital Business Subscriptions"; Waeibrorheem Waemustafa, *Theory of Gharar and Its Interpretation of Risk and Uncertainty from the Perspectives of Authentic Hadith and the Holy Quran: Review of Literature*, 2016, <https://doi.org/10.6084/M9.FIGSHARE.4042998.V1>.

⁵⁵ Uriawan et al., "E-Commerce Transactions in Islam."

⁵⁶ An-Nawawī, *Al-Majmū' Syarḥ Al-Muhazzab*, vol. 4.

⁵⁷ Santana et al., "Consumer Reactions to Drip Pricing."

⁵⁸ Christof Van Nimwegen and Jesse De Wit, "Shopping in the Dark: Effects of Platform Choice on Dark Pattern Recognition," in *Human-Computer Interaction. User Experience and Behavior*, vol. 13304, ed. Masaaki Kurosu, Lecture Notes in Computer Science (Springer International Publishing, 2022), https://doi.org/10.1007/978-3-031-05412-9_32.

must truly indicate *riḍā*.⁵⁹ Default choices made by the system are not the same as conscious choices made by users. If users pay because they fail to see the addition, not because they want it, then the sign of consent loses its strength as proof of consent. Put simply, users did not buy that addition. They merely failed to exit the choice structure installed by the system.

Hidden subscription and auto-renewal reveal problems over a longer period. Initial consent is often treated as the basis for charging later fees.⁶⁰ Such practices are not always wrong. Periodic subscriptions can be valid if the duration, fee, benefit, renewal, and cancellation are clearly explained. Ibn Qudāmah provides a basis for caution through the discussion of *ijārah*, a contract over benefits needs a clear time limit because uncertainty over the benefit period can produce *jahālah*.⁶¹ This principle requires automatic renewal to be tested through clarity of information and users' opportunity to stop the obligation. If reminders are inadequate, renewal details are obscured, or cancellation is made layered, initial consent is not strong enough to justify the continuing new burden.

Interface design explains why this damage often does not appear as a crude violation. Platforms do not need to state false prices openly. It is enough to highlight certain buttons, reduce the visibility of refusal options, impose time pressure, or use language that makes users feel mistaken if they do not take a particular option. Misdirection, false urgency, and confirm shaming work on users' attention and emotions. Choice remains available, but the paths toward choices are not made equal.⁶² Al-Kāsānī helps read this distinction through the separation between *ikhtiyār* and *riḍā*. A person can appear to choose, but that choice does not necessarily arise from intact consent when system pressure has directed the decision from the beginning.⁶³

A reading based on Qur'anic wording provides a boundary so that the analysis does not rush. Hidden fees are not automatically identical with *akl al-amwāl bi al-bāṭil*. Additional fees can remain valid when the benefit is real, the information is clear, the timing of disclosure is adequate, and users can still refuse without artificial barriers. Fees that appear only because of technical necessity cannot be equated with fees deliberately concealed to preserve the illusion of a cheap price. The difference lies in how fees obtain legitimacy. The structure of *akl al-amwāl bi al-bāṭil* begins to appear when several elements meet. Material information is not provided fully, *tarāḍī* is shaped through unequal choices, and the transaction presentation does not match economic reality. The relation between fee and *'iwaḍ* is vague. The party controlling the system gains benefit from users' informational weakness. The more these elements are present, the closer the hidden fee practice is to taking wealth by false means. Qur'anic language helps see this issue more deeply than merely through contractual categories. What is at stake is not only whether the transaction procedure is valid or invalid, but also the honesty of the way wealth moves between the parties.

⁵⁹ As-Sarkhasī, *Al-Mabsūt*, vol. 3.

⁶⁰ Koswara et al., "Rethinking Gharar in Digital Business Subscriptions."

⁶¹ Ibn Qudāmah, *Al-Mughnī*, vol. 5.

⁶² Uriawan et al., "E-Commerce Transactions in Islam"; Qādri and Bhatti, *Islamic Finance in the Modern Era*.

⁶³ al-Kāsānī, *Badā'ī' al-Ṣanā'ī' Fī Tartīb al-Sharā'ī'*, *Kitāb al-Buyū'*, *Bāb Mā Yabṭul Bihi al-Bay'*, vol. 5.

Conclusion

The phrase *akl al-amwāl bi al-bāṭil* contains the idea of wealth transfer that loses its ground of legitimacy. The meaning of *akl* does not stop at the act of taking, but moves toward absorbing economic benefit from another party's wealth. When paired with *amwāl* and *bāṭil*, the phrase points to a transfer of value that may outwardly appear as a transaction but is substantively fragile because information is incomplete, consent is defective, compensation is unclear, or the exchange relation is arranged unevenly. Q.S. al-Nisā' [4]: 29 does not only distinguish legal and illegal transactions, but places *tarāḍī*, *'iwaḍ*, and honesty in the circulation of wealth as the basis for valid exchange.

The main finding of this article lies in the formulation of four layers of meaning as a reading tool in Islamic Business Law. The lexical layer shows the expansion of *akl* from physical eating to value appropriation. The social tradition layer shows that *akl al-māl* operates in relations of exchange, reduction of rights, and use of another party's position. The *shar'ī* layer affirms that *bi al-bāṭil* points to defective legitimacy in wealth transfer, especially when *tarāḍī* and *'iwaḍ* are not fully formed. The terminological operational layer then condenses that semantic structure into indicators that can be used to read digital transactions.

Through this framework, hidden fees are not treated as practices that are automatically *bāṭil*. Additional fees may still be justified when the benefit is real, information is clear before final commitment, users have a reasonable opportunity to refuse, and the relation between fee and service can be identified. Proximity to *akl al-amwāl bi al-bāṭil* strengthens when fees are obtained through delayed material information, default choices, passive consent, difficult cancellation, misleading price presentation, or interface design that turns users' informational weakness into gain for the party controlling the system. Drip pricing, sneak into basket, hidden subscription, auto-renewal, misdirection, false urgency, and confirm shaming show that the problem of digital transactions does not always lie in the absence of a contract, but in the way the contract is formed.

The limitation of this research lies in its normative doctrinal character. The analysis has not empirically tested user behavior and has not conducted a direct audit of any particular platform interface. The typology of hidden fees and dark patterns is used as an analytical map, not as statistical evidence of specific platform practices. Further research needs to test these indicators through interface audits, user experience studies, and comparisons of fee practices in marketplaces, digital wallets, travel applications, and subscription services. This direction is important so that the construction of the four layers of meaning of *akl al-amwāl bi al-bāṭil* does not remain only a normative formulation, but can be tested against concrete digital economic practices.

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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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