

Analysis of *Gharar* and *Maysir's* Cash On Delivery (COD) Practices in Online Marketplaces

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ABSTRACT

The rapid development of e-commerce in Indonesia has made Cash on Delivery (COD) a popular payment method, offering convenience for consumers who are reluctant to transact fully online or do not have access to digital payment methods. However, this popularity also raises deep questions about its conformity with sharia principles, particularly regarding the prohibition of gharar (uncertainty) and maysir (gambling/ speculation). This study aims to comprehensively analyze the elements of gharar and maysir in each stage of COD practice in the online marketplace from the perspective of fiqh muamalah, as well as formulate the implications of sharia economic law and practical recommendations to ensure sharia compliance. This paper using a qualitative approach with the type of library research, data was collected through the analysis of documents from scientific journals, scholars' fatwas, fiqh muamalah reference books, and articles related to e-commerce. Data analysis was conducted descriptively, comparatively, and deductively to identify patterns, causal relationships, and legal implications. The analysis shows that COD practices in online marketplaces contain several potential gharar, especially related to the uncertainty of the delivery of goods, the quality, and condition of the goods when received, as well as the risk of payment refusal by buyers. Some COD practices, especially those that do not

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confer khiyar rights or require payment before inspection, can approach gharar fahisy. However, the element of maysir (gambling) is not directly found in the essence of the COD contract, although speculative risks can arise if the transaction is not transparent.

Keywords: *Analysis, Gharar, Maysir, Cash on Delivery, Online Marketplace*

Introduction

The expansion of digitalization has transformed the global economic landscape, with e-commerce becoming a key pillar of economic growth¹. In Indonesia, the phenomenon of online shopping is increasingly massive, supported by high internet penetration and ease of access through various marketplace platforms. This growth is inseparable from innovations in payment systems that seek to accommodate the diverse preferences and needs of consumers. One of the payment methods that is very popular among Indonesian consumers is Cash on Delivery (COD), or also known as "collect on delivery" and "cash on demand". This method allows buyers to pay for goods once they have been received, offering a sense of security and trust, especially for those who are hesitant to transact online or do not have access to digital banking, such as credit cards or bank accounts. COD effectively becomes a bridge to digital inclusion, allowing more individuals to participate in the digital economy.

Behind its convenience and popularity, this COD practice also causes debates and incidents that often go viral on social media. Various reports highlight potential problems such as the rejection of goods by buyers, the persecution of couriers who become third parties in the transaction, to the unclear status of ownership of goods in the event of cancellation. These events show the tension between the ease of access that COD offers and the potential risks inherent in this transaction model. The features that make COD accessible, such as payment when goods are received without an upfront commitment, are precisely the point where an element of uncertainty can arise.

In the context of sharia economic law, every transaction must be free from prohibited elements such as *usury* (flower), *Gharar* (excessive uncertainty), and *Shirley* (gambling/speculation)². These principles aim to create fairness, transparency, and avoid exploitation in the São Paulo, ensuring that any exchange of value is based on clarity and equality of risk. Islamic law, which is inherently dynamic and adaptive,

¹ Krismonica Lubis and Bakhtiar Efendi, "Peran Ekonomi Digital Dalam Mendorong Pertumbuhan Ekonomi Nasional," *Edunomika* 07, no. 02 (2023).

² Lubis and Efendi.

always seeks to adapt its classical principles to contemporary developments. This demands an in-depth interpretation of how complex modern transactions, such as COD in the marketplace, can be aligned with the rules *Fiqh Muamalah*.

Gharar is one of the most important principles that are prohibited in the Islamic financial system³, is firmly rooted in the teachings of the Qur'an and the Hadith of the Prophet Muhammad PBUH. Etymologically, the words *Gharar* comes from Arabic which means risk (*Khathar*), ignorance (*jahl*), deficiencies (*Nuqsan*), and something that is susceptible to damage (*ta'arrudh lil halakah*). In a broader context, *Gharar* It is also defined as danger or the act of engaging in something that endangers oneself.

The definition most accepted by most scholars is that *Gharar* relating to unclear or uncertain transaction consequences⁴. This means that in a sale and purchase contract, for example, the buyer must have clarity about the goods he will get, and the seller must have certainty about the price he will receive. However, the existence of *Gharar* can make the outcome of this transaction uncertain, so it has the potential to harm one of the parties. Terminology *Fiqh*, *Gharar* is a transaction that is prohibited due to ambiguity, speculation, doubt, and similar characteristics that may cause injustice. It is also defined as uncertainty resulting from non-compliance with sharia provisions in transactions, which can ultimately cause injustice to one of the parties to the transaction, so this is prohibited in Islam.

The legal basis for the prohibition of *gharar* comes from the Qur'an, such as in Surah Al-Baqarah verse 188 which prohibits eating the property of some of you in a wrong way, and Surah An-Nisa verse 29 which warns against eating the property of others in an unlawful way. The scholars interpret the prohibition of eating property to include transactions that contain *gharar*. In addition, this prohibition is strengthened by the Hadith of the Prophet Muhammad PBUH which explicitly prohibits the buying and selling of *gharar*, such as buying and selling throwing pebbles and buying and selling that contain uncertainty. The philosophy behind the *gharar* ban is to prevent gambling and hostility between parties who may feel harmed. This suggests that *gharar*

³ Rudiansyah Rudiansyah, "Telaah Gharar, Riba, Dan Maisir Dalam Perspektif Transaksi Ekonomi Islam," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 2, no. 1 (2020), <https://doi.org/10.19105/alhuquq.v2i1.2818>.

⁴ Muhammad Nadraturazaman Hosen, "Analisis Bentuk Gharar Dalam Transaksi Ekonomi," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 1, no. 1 (2009), <https://doi.org/10.15408/aiq.v1i1.2453>.

is not only about unknown outcomes, but also about the ethical implications of such uncertainties that can lead to injustice in exchanges. Therefore, when analyzing COD practices, it is important to not only identify the presence of uncertainties, but also evaluate how those uncertainties create an imbalance of risk or potential injustice between the parties involved. This demands a focus on contract terms and information asymmetry.

The legal basis for the prohibition of *maysir* is very clear in the Qur'an, especially in Surah Al-Maidah verses 90-91, which explicitly classifies *maysir* along with *khamar* (liquor), idols, and lotteries as heinous acts of satanism that must be shunned. This verse emphasizes that *maysir* can cause enmity and hatred among people, as well as prevent them from remembering Allah and performing prayers. Therefore, when analyzing COD practices, the key question is whether there is an aspect of the transaction that allows one party to acquire wealth without appropriate productive effort or without incurring legitimate risk, thus turning it into a "game of chance" rather than actual trading.

The general characteristics of transactions indicated by *maysir* are the existence of speculative elements, where there is a collection of property from all players with an agreement that the winner will take all or part of the property from the other participating party. This creates a situation where the profits are only felt by one party only, while the other side bears the losses, known as the zero-sum game. The scholars identified two main situations that cause an activity to be categorized as a prohibited *maysir*.⁵

Islamic scholars do not distinguish between competitions that involve skill or those that rely solely on luck. It also makes no difference whether the competition involves a large amount of money or property or a small one. In all cases, if any of the above two features are met, then it will be considered prohibited gambling. Examples of *maysir* in daily life include; Gambling, Buying Lotteries or Sweepstakes, Conducting Transactions with Gambling-Based Investment Systems, Participating in Card Games or Online Gambling, and Offering or Accepting Bets in a Sports Match or Other

⁵ Siti Izza, Diana dan Fatimatuz Zahro, "Transaksi Terlarang Dalam Ekonomi Syariah," *Jurnal Keabadian* 3, no. 2 (2021).

Event: Relying on luck or speculation factors, rather than predictable knowledge or skills.

The negative effects of *maysir* are significant, including large financial losses (even bankruptcy), the creation of gambling addiction, mental health disorders (stress, anxiety, depression), damage to social relationships, and increased crime rates. This shows that *maysir* not only harms individuals but also damages the social and economic order as a whole.

Cash On Delivery (COD) is a payment method where customers pay for the delivered item only after they receive it and decide to keep it⁶. This method is also known as "collect on delivery" or "cash on demand". If the customer chooses not to keep the item, the item is returned to the retailer. In practice, retailers usually cover the initial shipping costs because there is no guarantee of upfront payment. New sales are considered final after the goods are received and payment is made by the customer.

The role of marketplace rules in shaping sharia compliance is very important⁷. The specific rules set by platforms such as Tokopedia, Shopee, and Lazada directly affect the existence and severity *Gharar* and *Shirley*. For example, Shopee's policy that requires payment before opening a package has implications *Gharar* which is different from Tokopedia which allows checking goods with couriers. The marketplace, as a third party, plays a crucial role in shaping the contract and, therefore, its sharia compliance. The analysis should not only focus on buyer-seller interaction but also on the terms and conditions of the marketplace as a determinant *Gharar* and *Shirley*. This shows the need for regulatory oversight or industry best practices from an Islamic perspective.

COD rules can vary between marketplaces, affecting the rights and obligations of buyers and sellers. Table 1 presents a comparison of COD rules in several leading marketplaces in Indonesia.

⁶ Syaik Abdilah and Devi Melindah, "Perspektif Hukum Ekonomi Syariah Dalam Jual Beli Dengan Metode Cash On Delivery (COD) Di E-Commerce Shopee," *Jurnal Hukum Ekonomi Syariah (JHESY)* 1, no. 1 (2022), <https://doi.org/10.37968/jhesy.v1i1.140>.

⁷ Nurul Hasanah and Mia Andika Sari, "Pengaruh Penerapan Marketplace Berbasis Syariah Terhadap Minat Penggunaan Transaksi Di Negara Berpenduduk Muslim Terbesar (Studi Kasus Pembeli Daring Di Jabodetabek)," *Ekonomi & Bisnis* 20, no. 2 (2021), <https://doi.org/10.32722/eb.v20i2.4351>.

Table 1 Comparison of COD Rules in Leading Marketplaces in Indonesia

Features/Marketplace	Tokopedia	Shopee	Lazada	Bukalapak	Blibli	Zalora
Maximum Purchase	IDR 2.5 million	IDR 3 million	IDR 5 million	IDR 2 million	IDR 3 million	IDR 2 million
Minimum Purchase	IDR 50,000	No minimum	No minimum	IDR 30,000	IDR 10,000	No minimum
Goods Inspection	With the courier when received	After payment	After payment	After payment	After payment	After payment
Payment	Must be according to the transaction value	Before receiving /opening the package	Before opening the package	Cash and full before receiving/opening the package	After receiving the package	When receiving goods
Item Rejection	Entitled if damaged due to courier (before payment)	If it is not according to order/damaged (after payment, via return)	If not suitable (after payment, via return)	If not suitable (after payment, via return)	If not suitable (after payment, via return)	No attempt is allowed before payment
Returns	Can be done as long as you have not opened the goods, directly to the courier	Follow a common return procedure	Follow a common return procedure	Via BukaHelp	Follow a common return procedure	Follow a common return procedure
Block COD Account	If the courier reaches the person is not there; 2x return	Declined payment /not in place 2x in 60 days	Declined payment /not in place 3x in 7 days	Declined payment/was absent 3x in 7 days; Cancel orders 2x in 60 days	Orders are only submitted after payment	Maximum total order IDR 2 million

Source of the author's analysis 2025

These differences in rules, especially regarding payment times and the buyer's right to inspect goods, have a significant impact on the potential of *gharar* in COD transactions. For example, platforms that require payment before a buyer can open a package can increase *the gharar* for buyers regarding the quality and suitability of goods, as buyers pay for something that has not been fully verified. On the other hand, platforms that allow checking goods with couriers can reduce *gharar* for buyers.

A number of relevant literature related to Online Transactions (e-commerce), The Concept of Gharar and Maysir in Muamalah Fiqhand COD payment practices which has the potential to cause uncertainty and speculation. The following is a summary of some research and literature examining the risks in online transactions from an Islamic perspective⁸. They found that digital business practices are vulnerable to *gharar*⁹ and *maysir* due to lack of product information, unclear delivery status, and unbalanced profit-loss speculation. The sharia solutions offered include the transparency of the contract and the responsibility of the platform as an intermediary to discuss *gharar* as an element of uncertainty in online transactions¹⁰, especially when the contract is made before the goods are received. In the context of COD, *gharar* can arise because the buyer is not yet aware of the physical quality of the goods when approving the transaction.

Arfah research¹¹ it specifically discusses contracts in COD transactions on e-commerce platforms. The researcher highlighted the lack of clarity in the delivery of goods and payments that could contain *gharar*. While sanusi research¹² Highlighting the mystery box on the marketplace, and Henri et.al¹³ highlighting *paylater* in the

⁸ Tuah Itona Tona, "PRAKTIK GHARAR DAN MAISIR ERA MODERN," *Mu'amalat: Jurnal Kajian Hukum Ekonomi Syariah* 14, no. 2 (2022), <https://doi.org/10.20414/mu.v14i2.5504>.

⁹ Ja'far Hamzah Pulungan and Muhammad Ridwan Lubis, "Menganalisis Permasalahan Ketidaksesuaian Objek Dalam Transaksi Jual Beli Di Marketplace," *BISMA : Business and Management Journal* 1, no. 02 (2023), <https://doi.org/10.59966/bisma.v1i02.164>.

¹⁰ Erni Widya Ningrum et al., "'Pemahaman Konsep Gharar Dimasyarakat Dalam Jual Beli Online,'" *Jurnal Ekonomi Dan Bisnis* 2 (2023).

¹¹ Muhamad Arfah and Subhan Ansori, "Analisis Akad Pembayaran Cash On Delivery Lazada Dalam Hukum Ekonomi Syariah," *Jurnal Fundamental Justice*, 2023, <https://doi.org/10.30812/fundamental.v4i1.2835>.

¹² Ahmad Sanusi, "Analysis of Buying and Selling Mystery Boxes on the Online Marketplace in the Islamic Law Perspective," *Muamalatuna* 15, no. 01 (2023).

¹³ Nisa Henri Wijayanti, Puji Sulistyaningsih, and Dakum Dakum, "Analisis Hukum Islam Terhadap Transaksi PayLater," *Borobudur Law and Society Journal* 2, no. 2 (2023), <https://doi.org/10.31603/10026>.

marketplace, while Aldabena focuses on the concept of dropshipping in the marketplace¹⁴.

The urgency of this research arises from the need to examine in depth whether the practice of COD in the online marketplace, with all its complexities and accompanying issues, has met the principles of sharia, especially related to *gharar* and *maysir*. This analysis will not only discuss definitions and prohibitions textually, but also how uncertainty and speculation can manifest in the operational flow of COD involving multiple parties. The role of marketplaces as transaction facilitators is also an important focus, as the rules and conditions they set directly affect the level of sharia compliance in COD practices.

This research is expected to enrich contemporary *muamalah fiqh* literature, especially in the application of *gharar* and *maysir* principles in e-commerce transactions that continue to develop. This will provide a more in-depth analytical framework to understand the complexity of sharia law in the digital realm. This analysis shows how the principles of Islamic law, originally formulated in the context of traditional transactions, continue to be adapted and interpreted to address the challenges and opportunities arising from technological advancements. This underscores the dynamic nature of Islamic law in adapting the perspective of law to the changing times, where scholars and scholars seek to interpret Islamic values to remain relevant and applicable in an increasingly modern world.

Method

This study uses a qualitative approach with the type of literature study research (*library research*). The literature study method was chosen because the main focus of the research is on theoretical studies and analysis of concepts¹⁵ Sharia economic law, in particular *Gharar* and *Shirley*, as well as its application in COD practices in online marketplaces. This approach allows researchers to dig deep into information from various scientific literature, scholarly fatwas, reference books *Fiqh Muamalah*, and e-commerce-related articles.

¹⁴ Muhamad Reyhan Aldabena, "Penerapan Kepatuhan Syariah Pada Jual-Beli Dropshipping Fashion Di Marketplace Frozenshop.Com," *Syntax Idea* 4, no. 11 (2022), <https://doi.org/10.36418/syntax-idea.v4i11.1987>.

¹⁵ Yusuf Abdhul, "Studi Pustaka: Pengertian, Tujuan Dan Metode - Deepublish Store," *Deepublish*, 2021.

Research data was collected through tracing and document analysis from primary and secondary sources. Primary sources include verses from the Qur'an and the Hadith of the Prophet Muhammad PBUH which are the legal basis for the prohibition of *gharar* and *maysir*. Secondary sources include the interpretations and views of classical and contemporary scholars on these concepts, as well as relevant previous studies on online transactions and COD from the perspective of *muamalah fiqh*. In addition, data on operational mechanisms and specific rules of COD in various online marketplaces is also collected from official platform policies and trusted media reports.

Data analysis was carried out in a descriptive manner used to explain in detail the definitions, types, and legal foundations of *gharar* and *maysir* in sharia economic law, as well as to describe the operational mechanism of COD in online marketplaces, comparatively carried out to compare COD rules in various marketplaces and identify similarities and differences, especially those relevant to the potential of *gharar* and *maysir*, and deductive is used to apply the general principles of *fiqh muamalah* (including the prohibition of *gharar* and *maysir*) to specific cases of COD practices in online marketplaces. This process involves the identification of patterns, causal relationships between the practice of COD and elements of *gharar* or *maysir*, as well as the formulation of the legal implications of sharia economics. With this methodology, this study aims to produce a comprehensive, in-depth, and highly academic validity analysis in reviewing the practice of COD from the perspective of sharia economic law.

Result and Discussion

Analysis of the practice of Cash on Delivery (COD) in online marketplaces shows that there are several potential elements of *gharar* that need to be further studied from the perspective of *fiqh muamalah*. This potential *gharar* arises from the characteristics of COD transactions that involve uncertainty in various stages, especially related to information, ownership, and delivery of goods.

One of the most significant potential *gharar fahisy* in the practice of COD is uncertainty regarding the quality and suitability of the goods with the description provided by the seller. In online transactions, buyers cannot inspect the goods directly before making a payment. Although some marketplaces such as Tokopedia allow

courier checks with couriers before payment, many other platforms, including Shopee, Lazada, Bukalapak, Blibli, and Zalora, require payment to be made first before the package can be opened. This condition creates a clear asymmetry of information. The buyer pays for an item that has not been fully verified for its quality, condition, and conformity with expectations. If the goods received are damaged, defective, malfunctioning, or do not match the order/description, the buyer has made payment for something that does not match the original contract. This situation is similar to selling goods that are "unclear in nature" or "intangible" to the buyer at the time of payment, which is a classic example of *gharar fabisy*. This ambiguity can cause great losses to the buyer and trigger disputes, which is the main purpose of *the gharar* ban.

From the seller's side, COD practices also contain elements of *gharar*. The seller ships the goods without a guarantee of upfront payment, bears the initial shipping costs, and faces the risk that the buyer will reject the goods upon delivery. This rejection can occur for a variety of reasons, such as the buyer changing his mind, the goods are not suitable, or the buyer is not on the spot when the courier arrives. When a buyer rejects the goods, the seller must bear the cost of returning the goods and the potential loss of profits. Returned items may also be damaged during the back-and-forth shipping process, or become unsaleable, especially for items that have short or perishable life cycles. The uncertainty of whether the goods will be received and paid for is a form of *gharar* for the seller, because the consequences of the transaction (payment) become unclear. Although this is a business risk, a high level of uncertainty and the potential for significant financial losses can lead to *gharar fabisy* if adequate mitigation mechanisms are not in place.

In the COD model, ownership of the goods has not effectively passed to the buyer until payment is made and the goods are received. During the delivery process, the goods are still under the control of the courier as a representative of the seller or marketplace. In the event of an incident such as loss or damage to the goods during delivery, or the refusal of the goods by the buyer, the status of ownership and liability becomes ambiguous.

Some studies have shown that in the practice of dropshipping, where sellers do not have physical stock of goods and only forward orders to suppliers, there is a

lack of clarity of ownership or full authority over the goods being traded¹⁶. This can lead to *Gharar* in handing over the goods to the buyer, as the ability to deliver the goods depends on the original owner, not the dropshipper. Although COD is not dropshipping directly, this ambiguity can arise if the seller does not have full control over the shipping process or if there is an issue with a third party (courier).

Rights *Kiyar* (the right to choose to continue or cancel the contract) is an important principle in *Fiqh Muamalah*¹⁷ to ensure justice and willingness of both parties. In some COD practices, especially those that require payment before the buyer can inspect the goods, the right to *Kiyar* The buyer becomes limited or even non-existent at the time of delivery. Buyers are forced to pay without full certainty of the suitability of the goods, and can only file a return after payment, which often involves more complicated procedures. If the buyer is obliged to buy without the right *Kiyar* that is sufficient to inspect and reject inappropriate goods, such transactions can be considered haram. Absence of rights *Kiyar* Obviously, this increases *Gharar* for buyers, as they lose the ability to make decisions based on complete information at the critical moment of the transaction.

Table 2 Potential of Gharar Elements in COD Practice in Online Marketplaces

COD Stages	Source of Uncertainty (Gharar)	Parties at Risk	Potential Gharar Types	Implications of Fiqh Muamalah
Most recent booking	Unclear product description, quality, or condition of the goods (especially for items that cannot be inspected directly)	Buyer	Significance (if significant)	Violation of the principle of clarity of the object of sale and purchase (<i>jahala</i>), potential injustice.

¹⁶ M. Wahid Setio Budi, Ruslaini Ruslaini, and Anggoro Sugeng, "AKAD JUAL BELI DROPSHIP BISNIS ONLINE DITINJAU DARI PERSPEKTIF EKONOMI SYARIAH" (Studi Pada Komunitas Dropship Bukalapak Wilayah Lampung)," *Mu'amalatuna: Jurnal Ekonomi Syariah* 2, no. 2 (2020), <https://doi.org/10.36269/v2i2.169>.

¹⁷ Windiana Lorien, Rahmad Hakim, and Arif Luqman Hakim, "The Right to Choose (Khiyar) Innovation for Contemporary Transaction in e-Commerce Marketplace," *Al-Uqud: Journal of Islamic Economics* 6, no. 2 (2022), <https://doi.org/10.26740/aluqud.v6n2.p192-205>.

Delivery	Uncertainty of Seller, availability of Buyer goods (especially dropship), delivery time, risk of damage/loss in transit	Yasir (if minor), Falun (if significant)	Immeasurable risks are diverted, potential disputes.
Receipts and Payments	Payment before inspection (on some platforms), refusal of payment by the buyer, unclear rights of <i>kebiyar</i>	Fahisy (if <i>kebiyar rights</i> are limited/non-existent)	The buyer pays for the unverified object, the seller bears the return fee.
Dispute Resolution	Complicated return procedures, return fees, slow refund process	Buyers, Sellers Yasir (if the system is clear), Fayir (if unfair)	Potential financial and non-financial losses for the aggrieved party.

Author's Analysis Results 2025

After analyzing the potential of *gharar*, it is important to examine whether the practice of COD in online marketplaces also contains elements of *maysir* (gambling/speculation). Based on the definition and elements of *maysir* in sharia economic law, the analysis shows that the essence of the COD contract directly does not contain elements of *maysir*, but speculative risks can arise if the transaction is not transparent or does not meet the principles of justice.

Maysir is defined as any game that results in a profit for one party and a loss for the other, with an element of bets collected from all participants for a winner, and each participant faces a random possible profit or loss. In a COD transaction, there is no element of a bet collected from the buyer and seller which is then awarded to the "winning" party. The buyer pays the agreed price of the goods, and the seller receives the payment in exchange for the goods delivered. This is a clear exchange of values, not a game of chance.

Unlike gambling, where the outcome is determined by luck and there is no certainty over the outcome, COD transactions are based on a buying and selling agreement that aims to exchange goods and prices. The seller's profit comes from the margin of selling goods, not from the "winnings" over the buyer in a bet. Similarly, the buyer gets the desired item by paying the agreed price. Therefore, the *zero-sum gaming* model that is the hallmark of *maysir* is not found in the essence of COD practice.

Although the seller bears the risk of rejection of the goods by the buyer in COD, this risk is part of the reasonable business risk in trading. Business risks, such as the risk of losses due to unsold goods or reshipping costs, are an inherent part of productive economic activity and are not automatically categorized as *maysir*. *Maysir* involves taking profits without productive work, or getting something for free through pure speculation. In COD, sellers make productive efforts by providing goods, processing orders, and arranging shipments. The risks incurred are operational and market risks, not purely speculative risks aimed at profit without any real economic contribution.

Although the essence of COD does not contain *masir*, speculative potential can arise if transactions are carried out with extreme non-transparency, thus resembling gambling-based investment schemes. For example, if the seller deliberately hides important information about the product or its quality, and the buyer "gambles" by paying without knowing what to receive, this can approach *the maysir* in the sense of fraud (*tadlis*) leading to unauthorized profits. However, this is more of a violation of the principles of *gharar* (obscurity) and *tadlis* (deception) than *the maysir* itself. In general, the practice of COD in online marketplaces, with its flow and purpose of transactions, does not meet *the criteria of maysir* as defined in sharia economic law. These transactions are legitimate buying and selling with identifiable and manageable risks, not gambling activities.

Table 3 Comparison of COD Characteristics with Maysir Elements

Characteristics	COD Practice	Elemen Maysir	Conclusion
Main Objectives	Exchange of goods and prices	Advantages of random events/bets	Different
Betting Elements	None	Any (money/treasure at stake)	None
Nature of Results	Goods are received according to description, payment is made	Profit-loss determined by luck (zero-sum)	Different
Productive Efforts	Seller prepares goods, processes orders	Profit without productive work	Different
Information Asymmetry	Potential <i>gharar</i> (ambiguity)	Potential <i>tadlis</i> (fraud) that leads to <i>maysir</i>	Related, but not core <i>masir</i>

Author Analysis 2025

The practice of Cash on Delivery (COD) in online marketplaces involves a series of interactions that form a sale and purchase agreement. From perspective *Fiqh Muamalah*, it is important to identify the type of contract underlying the COD transaction and evaluate its conformity with sharia principles, especially related to the issue of *bai' al-kali' bil kali'*¹⁸ (buying and selling debt with debt) and *akad istishna'*¹⁹ (message create).

Several studies show that the COD payment system in online shopping can be in line with *fiqh muamalah*, especially with *the salam purchase and sale contract*²⁰ (an order purchase and sale contract with prepayment). Although historically the *salam contract* was made directly between the two parties, the substance in the modern context remains the same: the buyer orders the goods based on the description, payment is made, and the goods are delivered later. However, there are crucial differences in the practice of COD compared to the classic definition *of a salam contract*.²¹ In a pure *salam contract*, payment must be made in advance (*upfront payment*). Meanwhile, in COD, payment is actually made when the goods are received. This means that COD does not fully reflect the *salam contract* in its pure form, but rather resembles an ordinary sale and purchase where payment is deferred until the goods are received.

One of the main debates in *fiqh* related to online COD is the potential for *bai' al-kali' bil kali'*, which is buying and selling where sellers and buyers alike do not cash in the delivery of goods and payments. The hadith from Ibn 'Umar RA prohibits buying and selling where the seller and the buyer are both cashless, which refers to "*an nasī'ah bi an nasī'ah*" or the delay in the delivery of goods by the seller and the delay in the payment of money by the buyer. In the context of online COD, when the buyer places an order (an online contract occurs), the seller has not handed over the goods (because it takes delivery time), and the buyer has not made the payment. This creates a situation where both parties are in a position of "debt" (seller owes the goods, buyer

¹⁸ Muhammad Asif Ehsan, "Futures Contracts in Islamic Finance: An Analytical Approach," *Global Review of Islamic Economics and Business* 1, no. 1 (2015), <https://doi.org/10.14421/grieb.2013.011-03>.

¹⁹ Dhean Bimantara and Aang Asari, "Akad Analisis Akad Istishna Perspektif Fikih Muamalah Dan Hukum Perdata," *Mabsya: Jurnal Manajemen Bisnis Syariah* 4, no. 2 (2022), <https://doi.org/10.24090/mabsya.v4i2.6969>.

²⁰ Moh. Idil Ghufroon, "Transaksi Akad Salam Dan Akad Istishna' Pada Jasa Pengiriman J&T Situbondo," *Jurnal Keadaban* 3, no. 1 (2021).

²¹ Saprida Saprida, "Akad Salam Dalam Transaksi Jual Beli," *Mizan: Journal of Islamic Law* 4, no. 1 (2018), <https://doi.org/10.32507/mizan.v4i1.177>.

owes payment), thus potentially falling into the ban of *bai' al-kali' bil kali'*. Even if the seller already has the goods at the time of the online contract, if the buyer delays payment until the goods arrive, there is still a delay in the delivery of the goods at the contract assembly, which according to Imam Ibn Qudamah²² is not allowed.

Although *bai' al-kali' bil kali'* is generally prohibited, there are exceptions for *the istishna'* (order to make) contract. *Akad istishna'* is a contract in which the buyer orders an item that does not yet exist to the seller to be made or produced according to certain specifications, with payment that can be deferred, either partially or fully. In the sale and purchase of *istishna'*, it is allowed²³ to occur in an equally non-cash sale and purchase contract from both parties. The seller is considered to be a non-cash transaction because the goods have not been made, so they cannot submit the goods at the contract assembly. The buyer also made a cashless transaction because he did not make a payment when the contract occurred. Hanafiyah scholars allow the price to be paid in a delayed manner in *the istishna' contract*, so that the contract that occurs is the buying and selling of debt with debt, but in a context that is permissible by sharia. Therefore, if the practice of COD in the online marketplace can be categorized as *an istishna' contract*, for example for *custom or pre-order items* made after the order is received, then the COD law becomes permissible even though the payment is made when the goods arrive and the contract occurs online. However, for items that already exist (*ready stock*), the application of *the istishna' contract* becomes irrelevant, and the issue of *bai' al-kali' bil kali'* remains a concern.

To ensure the validity of COD in Islamic law, some scholars emphasize the importance of *the right of khiyar* (right to choose) for buyers. If the sale and purchase contract occurs offline (when the courier delivers the goods and payment is made), then the buyer must be given the right to *khiyar* to inspect the goods and decide whether to continue with the purchase or reject it. The online deal was previously considered a non-binding promise (*wa'ad ghairu mulzim*). In addition, contract transparency is crucial. All elements of the transaction such as price, quality, delivery

²² Dalhari Dipo, "Jual Beli Dalam Kajian Fiqih," *At Tujjar* 9, no. 2 (2021).

²³ Khansa Tazkiya, Burhanudin Harahap, and Hari Purwadi, "Studi Komparasi Eksistensi Akad Istishna' Dan As-Salam Dalam Perspektif Hukum Islam," *Proceeding Legal Symposium* 1 (2023), <https://doi.org/10.18196/pls.v1i1.97>.

time, and additional terms must be clearly explained and agreed upon by both parties to avoid *gharar*. This shows that the practice of COD can be accepted within the framework of *fiqh muamalah* if it meets the requirements of a valid contract, clarity of goods, and the principle of transparency, and no party feels disadvantaged.

Table 4 Muamalah Fiqh Review of COD Purchase and Sale Contract

Aspects of the Contract	Explanation of Fiqh Muamalah	Implications on Online COD
Purchase and Sale Agreement	Exchange of ownership with a legal successor, based on willingness.	COD is a form of buying and selling, but with a delay in payment.
Akad Salam	Payment in advance, goods are shipped later. Requires clarity of the specification of the goods.	COD is not fully <i>greeting</i> due to payment when the goods are received, not in advance.
Bai' al-Kali' bil Kali'	Buying and selling debt with debt (seller owes goods, buyer owes payment). Generally prohibited.	Online COD has the potential to fall into this category if the contract occurs online and the payment is delayed until the goods arrive.
Akad Istishna'	Order to make, payment can be delayed. Exemption from <i>bai' al-kali' bil kali'</i> .	COD for <i>custom</i> or <i>pre-order goods</i> can be justified through <i>the istishna' contract</i> .
Hak Khiyar	The buyer's right to choose to continue/cancel the contract after seeing the goods.	It is important to reduce <i>the buyer's ghara</i> . If it does not exist, COD can be haram.
Transparency	Clarity of objects, prices, and transaction terms to avoid <i>gharar</i> and <i>tadlis</i> .	It is crucial to ensure sharia compliance in COD.

Author Analysis 2025

A comprehensive analysis of the practice of Cash on Delivery (COD) in online marketplaces from the perspective of *fiqh muamalah* reveals the complexity in the application of *the principles of gharar* and *maysir*. Although the essence of COD as a payment method does not directly contain elements of *maysir* (gambling), the potential for *gharar* (uncertainty) is very relevant and needs serious handling to ensure sharia compliance.

Previous research on COD from the perspective of Islamic law has shown mixed views. Some studies support the abilities of COD, especially if the sale and purchase contract occurs face-to-face (the courier hands over the goods and the

payment is made) and the buyer is given the right *Kiyar*²⁴. These findings are in line with analysis that shows that COD is acceptable if the principles of fairness and transparency are met, as well as the buyer's right to inspect goods before payment is recognized. This underscores the importance of *contract* which is clear and mutually pleasing, which is the essence of permissible transactions in Islam.

There is a view that states that COD in an online contract can be considered haram because it is included in the category *bai' al-kali' bil kali'* (buying and selling debt with debt)²⁵. This argument is based on the fact that in online transactions, the contract occurs at the beginning without the delivery of goods or payment at the contract assembly, creating delays for both parties. This analysis supports these concerns, especially for goods *ready stock* that are not included in the *akad istishna'*. This difference in views shows the dynamics of Islamic law in adapting to technology. Islamic law, from its inception, was dynamic and innovative, developing as a result of the interpretation of the principles of the Qur'an and Al-Sunnah adapted to the social, cultural, and scientific conditions of society of the time. Therefore, the application of classical principles to modern transaction structures requires *ijtihad* carefully.

Other research also highlights the problem *Gharar* in online transactions²⁶. In general, as in the case of dropshipping and mystery boxes, where the ambiguity of the object or possession can lead to *Gharar Fahisy*. While COD is not a dropshipping or mystery box, the same principle of ambiguity can apply if the buyer is unable to verify the item before payment, or if the seller does not have full control over the availability and delivery of the item. This confirms that *Gharar* is a manifestation of injustice and potential disputes arising from uncertainty or information asymmetry.

²⁴ Doni Defri, "Jual Beli Online Sistem Cash On Delivery (COD) Dalam Perspektif Muamalah (Tinjauan Terhadap Keberadaan Khiyar)," *Fakultas Syariah Dan Hukum Universitas Islam Negeri Ar-Raniry Banda Aceh*, 2021.

²⁵ Sukrianti and Hadi Daeng Mapuna, "TINJAUAN HUKUM EKONOMI SYARIAH TERHADAP TRANSAKSI JUAL BELI PADA ONLINE MARKETPLACE SHOPEE," *El-Iqthisadi Jurnal Hukum Ekonomi Syariah Fakultas Hukum Dan Syariah*, 2022, <https://doi.org/10.24252/el-iqthisady.vi.29685>.

²⁶ Moh Zarkasi and Erie Hariyanto, "Cash on Delivery Payment System in Online Buying and Selling Perspective of Sharia Economic Law," *JURNAL ILMLAH MIZANI: Wacana Hukum, Ekonomi, Dan Keagamaan* 8, no. 1 (2021), <https://doi.org/10.29300/mzn.v8i1.4642>.

Table 5 Comparison of Findings with Previous Research

Aspects	This research	Previous Research	Consistency
Gharar dalam COD	Potential <i>gharar fabisy</i> (quality/suitability of goods, buyer's refusal, absence of <i>khiyar rights</i>)	Emphasis is placed on the problems of object ambiguity, ownership (dropship), and information asymmetry.	Consistently, deepening the <i>analysis of COD-specific gharar</i> .
Maysir in COD	There is no core <i>element of maysir</i> , business risk is not pure speculation	Generally do not identify <i>the maysir</i> directly in COD, focusing on <i>gharar</i> .	Consistent.
COD Buying and Selling Agreement	Potential <i>bai' al-kali' bil kali'</i> for ready stock, <i>istishna'</i> for custom/pre-order. The importance of <i>khiyar</i> rights.	Some allow if the contract is face-to-face and there is <i>khiyar</i> . Some prohibit	<i>bai' al-kali' bil kali'</i> .
Marketplace Roles	Crucial in shaping sharia compliance through rules.	Recognized as a facilitating third party.	Expanding the role of the marketplace as a determinant of <i>gharar</i> .

Author Analysis 2025

The findings of this analysis have several important implications for sharia economic law in the context of COD practices in online marketplaces, as well as lead to practical recommendations to ensure sharia compliance. The analysis shows that the absence of rights *Kiyar* sufficient for the buyer at the time of receipt of the goods is the main source *Gharar Fabisy* in COD. If the buyer is forced to pay before inspecting the goods, and the goods do not match, then the contract can be considered invalid due to the unfairness and ambiguity of the object. It emphasizes that the principle of clarity and willingness (*Ridha*) in the sale and purchase contract must be strictly maintained. Not all COD transactions can be treated the same²⁷. For items *ready stock* whose

²⁷ Dodi Okri Handoko, Tuti Anggraini, and Marliyah, "Analisa Hukum Cash On Delivery (COD) Berdasarkan Akad Komersil Dalam Ekonomi Islam," *Syarikat: Jurnal Rumpun Ekonomi Syariah* 5, no. 2 (2022), [https://doi.org/10.25299/syarikat.2022.vol5\(2\).9993](https://doi.org/10.25299/syarikat.2022.vol5(2).9993).

contract occurs online and the payment is postponed until the goods arrive, potential *bai' al-kali' bil kali'* very high, which is generally prohibited. However, for goods *Custom* or *pre-order*, *akad istishna'* can be a sharia solution that allows for payment delays. This shows that marketplaces need to classify COD transaction types based on the nature of the goods and the time of the contract to apply the right sharia provisions.

Marketplaces, as the main facilitators, have a crucial role in mitigating *gharar*. The rules they set, such as pre- or post-inspection payment policies, directly affect the *gharar* rate for both buyers and sellers. Marketplaces must design systems that minimize information asymmetry and provide fair rights to both parties. This reflects that the rules of the marketplace not only govern operations, but also shape the *fiqh aspect* of transactions.

Based on the above implications, some recommendations can be put forward to improve sharia compliance in COD practices in online marketplaces is that marketplaces should implement policies that explicitly provide rights *Khiyar* to the buyer to inspect the goods before making the payment. This can be realized by encouraging all couriers to facilitate buyers to check the goods in front of them before payment, as already implemented by Tokopedia, and payment must be made before the opening of the package, then the return and refund procedures must be very easy, fast, and at no additional cost to the buyer if the goods are not suitable. This will reduce *Gharar* arising from prepayment for unverified goods, as well as sellers and marketplaces must ensure very clear, accurate, and complete product descriptions, including representative images, detailed specifications, and information on the condition of the goods. This will reduce *Gharar* caused by the unclear nature of the goods

Marketplaces must have a transparent, fast, and fair dispute resolution system to handle cases of item rejections, non-conforming goods, or payment issues. This mechanism must ensure that no party is unduly harmed. Marketplace can encourage sellers of goods *Custom* or *pre-order* to explicitly use *akad istishna'*, which in sharia allows payment to be postponed until the goods are made and received. This will provide a strong legal basis for COD practices for those types of goods. The government or sharia supervisory institutions DSN-MUI in Indonesia need to issue fatwas or more specific guidelines regarding COD practices in online marketplaces, taking into

account various scenarios and types of goods. This will provide legal clarity and encourage sharia compliance across the e-commerce ecosystem. The implementation of these recommendations will help minimize the *Gharar* in the practice of COD, so that transactions become fairer, more transparent, and in accordance with the principles *Fiqh Muamalah*.

Conclusion

This study has in-depth analyzed the practice of Cash On Delivery (COD) in online marketplaces from the perspective of sharia economic law, focusing on the elements of *gharar* (uncertainty) and *maysir* (gambling/speculation). Key findings suggest that although the essence of the COD contract does not directly contain the element of *maysir*, the *potential of gharar* is highly relevant and requires serious attention. The practice of COD in online marketplaces contains several potential *gharar*, especially related to the uncertainty of the quality and suitability of goods when received by buyers, especially if payment must be made before inspection. The uncertainty of delivery of goods and the risk of payment refusal are also significant forms of *gharar* for sellers. In addition, the unclear ownership of the goods during the delivery process and the absence of clear *kehiyar* rights for the buyer can increase the level of *gharar fahisy* in the transaction.

From the review of *fiqh muamalah*, COD does not fully reflect the *salam contract* because payment is made upon receipt of goods, not in advance. The practice of online COD has the potential to fall under the ban of *bai' al-kali'* (buying and selling debt with debt) for *ready stock goods*, because there is a delay in the delivery of goods and payments at the same time. However, the *istishna'* (order made) contract can be a sharia exception that allows COD for *custom* or *pre-order goods*. The importance of *kehiyar* rights and contract transparency is emphasized as the key to ensuring the validity of sharia in COD transactions. This research underscores the need for clearer and more specific guidelines regarding e-commerce transactions, especially COD. A comprehensive fatwa or regulation can provide legal certainty for all parties, encourage more ethical business practices, and support the growth of the digital economy in accordance with Islamic values. It can also help reduce the disputes that often occur in COD practices, creating a more stable and reliable online trading ecosystem. Overall, a collective effort

from all parties is needed to ensure that the digital convenience and inclusion offered by COD can go hand in hand with the principles of justice and ethics in sharia economic law.

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