



## Legal Consequences of Product Quality Tadlis on Shopee E-Commerce from the Perspective of DSN MUI Fatwa Number 146 of 2021 on Online Shops Based on Sharia Principles

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**Abstract** - This research aims to examine the legal consequences of tadlis (deception) in the quality of e-commerce products, particularly on the Shopee platform, from the perspective of the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI) Number 146 of 2021. Tadlis, as a form of fraud in buying and selling transactions, is prohibited in Islam because it contradicts the values of honesty and justice. From the standpoint of MUI DSN Fatwa Number 146 of 2021 on Sharia-Based Online Stores, this study uses an empirical juridical method to examine the legal ramifications of product quality misrepresentation in e-commerce stores. MUI DSN Fatwa Number 146 of 2021 and field interviews were used as primary legal documents. Books, journals, papers, and online sources were used as secondary legal materials. The results of the study show the importance of honesty and justice in online transactions, the obligation of sellers to guarantee product quality, and the legal implications for violations of these principles.

**Keywords:** E-commerce, Fatwa DSN MUI, Product Quality, Tadlis

### I. INTRODUCTION

The development of e-commerce in Indonesia has seen significant progress in recent years. With technological advancements and increasing internet access, Indonesians are now increasingly turning to online platforms for various transactions. According to data from the Central Bureau of Statistics (BPS), the value of e-commerce transactions in Indonesia has surged, supported by high smartphone penetration and growing consumer trust in online transaction security. Additionally, the COVID-19 pandemic acted as a catalyst in accelerating e-commerce adoption, as consumer shopping patterns shifted towards online shopping to minimize physical contact. This shift presents a great opportunity for businesses to expand through digital platforms while also challenging them to continually innovate in an increasingly competitive e-commerce landscape.

With the rapid development of e-commerce in Indonesia, sharia guidelines in online trading become increasingly important to ensure the principles of justice and honesty are maintained. Sharia guidelines offer ethical and moral guidance highly relevant to online transactions, where the relationship between seller and buyer is often indirect and transparency becomes a primary challenge. Sharia guidelines emphasize the importance of clear contracts and the absence of gharar (uncertainty) or maysir (speculation). In online trading, this means that products must be presented honestly and clearly, including detailed specifications, prices, and return policies. This way, consumers can make informed decisions and not feel disadvantaged.

Sharia guidelines also prohibit riba (interest) and ensure that profits are derived from lawful and ethical efforts. In the context of e-commerce, this means that the platforms and

payment methods used must be free from riba and comply with sharia principles. The application of sharia guidelines in online trading also contributes to building trust between sellers and buyers. This trust is crucial in digital transactions that often occur without physical meetings. By ensuring that transactions are conducted fairly and honestly, sharia guidelines help create a healthy and sustainable e-commerce environment. Sharia guidelines not only ensure the fulfillment of religious values but also provide a framework that can enhance integrity and trust in online transactions, ultimately benefiting all parties involved.

Tadlis is a term used in Islamic law to describe fraud or deception, particularly related to the quality or quantity of a product. In the context of e-commerce, product quality tadlis refers to fraudulent practices by sellers towards buyers by hiding defects or providing false information about the products sold. This phenomenon is a significant concern in online trading, given the increasing transactions through e-commerce platforms like Shopee.

According to Positive Law in Indonesia, consumer protection in e-commerce is regulated by several laws, including Law Number 8 of 1999 concerning Consumer Protection. This law asserts that business actors must provide true, clear, and honest information regarding the condition and guarantees of the traded goods or services. Article 4 of the Consumer Protection Law states that consumers have the right to receive correct, clear, and honest information about the condition and guarantees of goods and/or services. Violations of this provision can result in administrative sanctions, fines, and even imprisonment. Additionally, Article 7 of the Consumer Protection Law mentions that business actors must provide true, clear, and honest information about the condition and guarantees of goods/services and explain their use, repair, and maintenance.

From an Islamic law perspective, tadlis is considered a prohibited act. The Quran and Hadith teach the principles of honesty and transparency in trade. The Prophet Muhammad (SAW) said, "Whoever deceives us is not one of us." (HR. Muslim). In Islam, sellers are obliged to disclose all defects or shortcomings in the products they sell. Fraud in any form, including tadlis, is considered a haram act that harms others. From the perspective of business ethics and social norms, product quality tadlis is an unethical practice that damages consumer trust in the market. Good business norms emphasize the importance of integrity, transparency, and responsibility in every transaction. Consumer trust is a vital asset for business sustainability, and product quality tadlis can destroy a company's reputation and reduce overall consumer trust.

In reality, product quality tadlis in e-commerce often occurs. Some sellers may hide important information about products or falsify product details to attract buyers. For instance, product images displayed on e-commerce sites may not match the actual products received by consumers, or product descriptions may be exaggerated. Consumers who experience this kind of tadlis often feel disadvantaged and disappointed. In many cases, consumers may find it difficult to obtain compensation or refunds, especially if the e-commerce platform lacks strong consumer protection policies. Moreover, the presence of irresponsible sellers can damage consumer trust in the e-commerce platform as a whole.

The DSN MUI Fatwa Number 146 of 2021 concerning Online Shops Based on Sharia Principles provides clear guidance on how online transactions should be conducted according to sharia principles. This fatwa emphasizes the importance of honesty and transparency in every online transaction to avoid tadlis practices. Shopee, as one of the largest e-commerce platforms in Indonesia, is expected to adopt and implement the principles outlined in this fatwa to ensure that transactions occurring on its platform comply with Islamic law and protect consumer rights. According to the MUI Fatwa, tadlis means "concealment" or "disguise" in various forms, including hiding identity, information, or motives. In Islam, tadlis is prohibited because it can lead to fraud and dishonesty, in line with the Quranic verse that states, "do not lie and do not hide what you know" (Surah Al-Baqarah: 283). The MUI Fatwa regulates that tadlis is a form of fraud that includes hiding identity, such as in illegal financial transactions to avoid legal oversight, and hiding information, such as in cases where companies conceal financial data to avoid audits. The implementation of tadlis in the MUI Fatwa underscores that

such concealment can lead to fraud and dishonesty, and such actions are prohibited in Islamic law because they undermine integrity and trust in transactions.

## **II. METHOD**

This research employs an empirical juridical method to analyze the legal consequences of product quality misrepresentation in e-commerce stores from the perspective of MUI DSN Fatwa Number 146 of 2021 on Sharia-Based Online Stores. The legal materials used include MUI DSN Fatwa Number 146 of 2021 and field interviews as primary legal materials, as well as books, journals, articles, and internet sources as secondary legal materials. Data collection is conducted through surveys of Shopee consumers, interviews with e-commerce business operators and legal experts, and direct observations of transactions on Shopee. Case studies are also conducted to analyze the resolution of product quality misrepresentation cases. The data is analyzed qualitatively and descriptively to find patterns and relationships between variables related to the legal impact of product quality misrepresentation. The results of this analysis will be used to draw conclusions about the legal consequences of product quality misrepresentation and provide practical and theoretical recommendations for improving the regulation and implementation of MUI DSN Fatwa Number 146 of 2021 to be more effective in protecting consumers and ensuring compliance with Sharia principles in e-commerce businesses.

## **III. RESULT AND DISCUSSION**

### **Definition and Concept of Tadlis\*\***

Tadlis refers to a transaction that involves something unknown to one of the parties involved in the sale and purchase transaction. Tadlis can occur in various forms, such as tadlis in quantity, quality, price, and delivery time. In Islam, tadlis is a form of fraud that violates the principles of honesty and justice in transactions. Tadlis can involve selling goods that do not meet the stated specifications, selling defective or damaged goods, selling goods at prices not in line with the market, and selling goods with a delivery time that does not match what was stated. Tadlis can cause losses for the buyer and violate Islamic law.

Tadlis is a term in Islamic law referring to the practice of deception or concealment of information in sales transactions. Specifically, tadlis refers to the act of hiding defects or shortcomings in a sold item so that the buyer is unaware of the true condition of the item. This practice contradicts the principles of honesty and transparency recommended in Islam.

Tadlis can occur in various forms, including:

1. Hiding Defects: The seller does not disclose or intentionally hides physical defects or shortcomings of the item.
2. Misleading Information: Providing inaccurate or misleading information regarding the quality, quantity, or specifications of the item.
3. Price Manipulation: Stating prices that do not reflect the true value or creating an impression of a significant discount when the original price has been inflated beforehand.

Tadlis can happen, for example, when a seller displays a product photo that does not match the actual condition, provides exaggerated product descriptions, or hides important information that should be known to the buyer. This causes the buyer to make decisions based on false information, potentially resulting in both material and non-material losses. Tadlis practices are strictly prohibited in Islam as they contradict the values of justice and honesty. In the Quran and Hadith, many teachings emphasize the importance of honesty and transparency in all aspects of life, including in muamalah (social and business interactions). The Prophet Muhammad (PBUH) said: "Whoever cheats is not one of us" (HR. Muslim). Therefore, in sales transactions, especially in the current digital era, it is very important to avoid all forms of tadlis and ensure that all information provided is honest and transparent to achieve fair and blessed transactions.

Fraud or misrepresentation in sales transactions refers to actions involving the concealment of important information, providing false information, or creating a misleading impression to manipulate the transaction. This practice harms one or both parties in the transaction and can involve various unethical or illegal behaviors. Here are some examples of fraud or misrepresentation in sales transactions:

- a) Hiding Product Defects: The seller does not disclose defects or damages in the product being sold, either intentionally or unintentionally.
- b) Inaccurate Information: Providing false or inaccurate information about the condition, quality, or characteristics of the offered product.
- c) Price Manipulation: Presenting prices that do not reflect the true value or misleading about available discounts or promotions.
- d) Misleading Photos: Using manipulated or edited product photos to make the product look better than its actual condition.
- e) Identity Fraud: Using fake identities or stealing others' identities to conduct illegal sales transactions.
- f) Payment Fraud: Failing to deliver or delaying payment to the rightful party after receiving the ordered goods or services.
- g) Non-compliance with Agreements: Violating the terms of agreements or contracts agreed upon by both parties.
- h) Selling Counterfeit Goods: Selling fake or imitation goods as original items at the same or higher price.
- i) Delivering Incorrect Goods: Sending goods different from what the buyer ordered or sending defective or damaged goods.
- j) Investment Fraud: Offering fake investments or enticing with unrealistic profit promises to attract investors.

Fraud or misrepresentation in sales transactions can damage the trust between sellers and buyers, causing financial and emotional harm to both parties. Therefore, it is important for business actors and consumers to be aware of these practices and take appropriate preventive measures, such as conducting thorough research before making transactions and paying attention to potential warning signs. Effective law enforcement is also needed to prevent and address fraud or misrepresentation in sales transactions.

### **DSN MUI Fatwa No. 146 Year 2021 Provisions**

According to KHES (Islamic Economic Law Compilation), an akad is a form of contract conducted by expressing words indicating the intent of the akad during its execution. In a KHES akad, the words expressing the intent regarding the akad are uttered by one party, while the other party gives consent to the akad by expressing words indicating their approval. In synthesis, a KHES akad is a form of contract conducted by expressing words indicating the intent of the akad during its execution and requires the approval of the other party. According to the DSN-MUI Fatwa, an akad in online shopping is governed by the following provisions:

1. The Seller and Buyer perform a sale and purchase contract.
2. Goods and/or services must be permissible to be the object of the contract according to Sharia and applicable regulations.
3. Prices can be paid according to the agreement in ways that comply with Sharia principles and applicable regulations.
4. If the object of the contract is physical goods, the delivery of the goods can be done directly by the seller to the buyer, and may use an Expedition Service Provider.
5. If the delivery of goods uses an Expedition Service Provider, an ijarah contract (hire agreement) is made between the Expedition Service Provider and the Seller or Buyer (as agreed).
6. If the goods received by the Buyer do not match the stated specifications, returns or repairs can be made according to the agreement.

Based on interviews conducted by the writer with correspondents from various backgrounds in the field, here are the interview results:

- a. Student 1: Ahmad, Faculty of Islamic Economics and Business "I once bought a laptop through a famous e-commerce platform. The product pictures and descriptions were very tempting, but when the item arrived, the specifications were far from what was promised. The refund process was very difficult and took a long time. In the end, I had to settle for a product that did not meet expectations."
- b. Student 2: Siti, Faculty of Sharia and Law "I bought a smartphone from e-commerce with a big discount. However, when the product arrived, I found that the battery drained quickly and often shut down suddenly. After some checks, it turned out the smartphone was a refurbished item, which was not mentioned in the product description."
- c. Student 3: Budi, Faculty of Science and Technology "I once bought electronic equipment for practical purposes. The product arrived with several damaged components that did not work. Although I filed a complaint, the seller's response was very slow and there was no satisfactory solution."
- d. Housewife: Ani, 35 years old "I bought kitchen utensils online because the prices were cheaper. When the items arrived, the quality was very poor and did not match the description. When I tried to contact the seller, they did not provide a satisfactory solution, and I was forced to keep the unusable items."
- e. Private Employee: Rian, 28 years old "I once bought sports shoes through an e-commerce app. The shoes that arrived were the wrong size and the quality was far from the description. I was very disappointed and vowed never to shop on that platform again."
- f. Small Business Owner: Wati, 40 years old "I often buy raw materials for my small business through e-commerce. One bad experience was when I received raw materials that were of very low quality compared to what was promised. This disrupted my production and caused me losses."

### **The Consequences of Tadlis in E-Commerce Products**

In Islamic law, tadlis is considered haram because it involves dishonesty and fraud, which can result in moral and social punishment, as well as the obligation to correct the mistake and provide compensation to the harmed party. According to Law Number 8 of 1999 on Consumer Protection, perpetrators of tadlis can face administrative sanctions, fines, and even imprisonment for up to five years or fines of up to two billion rupiahs. Government Regulation Number 58 of 2001 on Consumer Protection Supervision and Guidance states that business actors committing tadlis can face administrative sanctions such as written warnings, activity restrictions, temporary cessation of business activities, and business license revocation.

Quality in e-commerce is related to several articles of law governing sales and online transactions. These articles emphasize the importance of product quality being sold and provide a legal framework to protect consumers from harmful practices. Examples of articles related to quality in e-commerce according to Islamic law include:

- a) Article 1331 of the Civil Code regulates that if there is an error in the agreement, the guilty party must bear the resulting losses. In the context of e-commerce, this means the quality of the product sold must meet the set standards, and if not, the seller is responsible for the buyer's losses.
- b) Article 378 of the Criminal Code states that fraud in sales can be subject to imprisonment. In e-commerce, this reminds us that sellers who intentionally deceive buyers about the quality of their products can be legally punished.
- c) Article 2 of the Consumer Protection Law No. 8 of 1999 emphasizes that every business actor has an obligation to provide clear and accurate information about their products to consumers. This means sellers in e-commerce must provide accurate descriptions of the quality of the products sold.

- d) Article 3 of the Consumer Protection Law No. 8 of 1999 emphasizes that every business actor must ensure the products they sell meet the set quality standards. In e-commerce, this reminds sellers to ensure the products they sell are of high quality.
- e) Article 4 of the Consumer Protection Law No. 8 of 1999 stresses that every

#### **IV. CONCLUSION**

From the above explanation, it can be concluded that tadlis is a practice of fraud or concealment of information in buying and selling transactions, which violates the principles of honesty and fairness in Islam. The practice of tadlis can involve hiding product defects, providing misleading information, or price manipulation. The DSN MUI Fatwa Number 146 of 2021 regulates the principles of online sales based on Sharia, including the clarity of sales contracts (*ijab qabul*) and the prohibition of *tadlis*, *tanajusy*, and *ghisysy*. This fatwa emphasizes the importance of integrity, honesty, and transparency in every online transaction. Additionally, various legal provisions regulate product quality in e-commerce and provide a legal framework to protect consumers from *tadlis* practices. These provisions assert that sellers are responsible for the quality of the products they sell and can be subject to legal sanctions if found guilty of fraud or information concealment.

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