

Sharia Compliance in BNPL Practices in Indonesia: A Reconstruction of Hybrid Contracts Based on Maqāṣid al-Syarī'ah

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Abstract

The rapid expansion of Buy Now Pay Later (BNPL) services in Indonesia has increased access to digital consumer financing while simultaneously raising questions concerning substantive Sharia compliance, particularly regarding contractual characterization, ownership, fee structures, late-payment treatment, and consumer protection. This study examines these issues and reconstructs a Sharia-compliant BNPL model through a normative legal research design employing statutory, conceptual, and maqāṣid al-syarī'ah approaches. Primary legal materials consist of relevant DSN-MUI fatwas, POJK No. 32 of 2025, and PADK OJK No. 2 of 2026, supported by verified recent literature on BNPL, hybrid contracts, Islamic finance, and consumer indebtedness. The study finds that Sharia compliance cannot be determined merely by the BNPL label but requires legal characterization of the underlying transaction. The proposed model employs a sequential hybrid-contract architecture consisting of application and affordability assessment, wakālah, acquisition and verified ownership or possession, murābahah, ujah only for identifiable independent services, repayment, and Sharia governance with anti-compounding controls. The model bridges regulatory compliance and substantive Sharia compliance while strengthening consumer protection through maqāṣid-based financial literacy. This study contributes an auditable contractual architecture for developing responsible Sharia-compliant BNPL in Indonesia.

Keywords: BNPL; Sharia compliance; maqāṣid al-syarī'ah; hybrid contract; Islamic economic law

Abstrak

Pertumbuhan layanan *Buy Now Pay Later* (BNPL) di Indonesia memperluas akses masyarakat terhadap pembiayaan digital, tetapi sekaligus menimbulkan persoalan kepatuhan syariah substantif, terutama terkait kualifikasi akad, kepemilikan objek, struktur biaya, penanganan keterlambatan, dan perlindungan konsumen. Penelitian ini menganalisis persoalan tersebut sekaligus merekonstruksi model BNPL syariah melalui penelitian hukum normatif dengan pendekatan peraturan perundang-undangan, konseptual, dan maqāṣid al-syarī'ah. Bahan hukum primer meliputi fatwa DSN-MUI yang relevan, POJK No. 32 Tahun 2025, dan PADK OJK No. 2 Tahun 2026, serta didukung literatur mutakhir yang terverifikasi mengenai BNPL, hybrid contract, keuangan syariah, dan risiko utang konsumen. Hasil penelitian menunjukkan bahwa kepatuhan syariah tidak dapat ditentukan hanya berdasarkan label BNPL, melainkan harus diawali dengan kualifikasi hukum atas substansi transaksi. Model yang direkonstruksi menggunakan arsitektur hybrid contract sekuensial berupa permohonan dan penilaian kemampuan membayar, wakālah, perolehan serta verifikasi kepemilikan atau penguasaan, murābahah, ujah hanya atas jasa independen yang nyata, pembayaran, dan pengawasan syariah dengan kontrol anti-*compounding*. Model ini menjembatani kepatuhan regulatif dan kepatuhan syariah substantif sekaligus memperkuat perlindungan konsumen melalui literasi keuangan berbasis maqāṣid.

Keywords: BNPL; kepatuhan syariah; maqāṣid al-syarī'ah; hybrid contract; hukum ekonomi syariah

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Introduction

Digital transformation has changed the way people access and use financial services. One innovation that has seen significant growth is ‘Buy Now, Pay Later’ (BNPL), a financing facility that allows consumers to purchase goods and/or services at the time of transaction and make payment later, either in a single instalment or in instalments. Unlike traditional consumer credit, which typically involves a relatively lengthy administrative process, BNPL is directly integrated with apps, e-commerce platforms and digital payment ecosystems, enabling financing decisions to be made swiftly. On the one hand, this feature enhances payment flexibility and broadens access to finance. On the other hand, this ease of use can reduce the psychological distance between consumption decisions and the consequences of debt, thereby necessitating stronger governance, transparency and consumer protection.¹

The BNPL phenomenon in Indonesia has evolved beyond its status as a marginal payment feature. A number of finance companies offer BNPL products to the public, including SPayLater provided by PT Commerce Finance, Kredivo by PT Kredivo Finance Indonesia, Akulaku PayLater by PT Akulaku Finance Indonesia, and Indodana PayLater by PT Indodana Multi Finance.² The scale of the industry is also continuing to grow. According to the Financial Services Authority’s Financial Information Service System (SLIK), as of June 2026, the outstanding balance of banking BNPL loans stood at Rp30.7 trillion, representing year-on-year growth of 33.54%, with 32.77 million accounts. During the same period, BNPL financing provided by finance companies reached Rp13.40 trillion, representing a year-on-year growth of 57.02%, with a gross NPF ratio of 3.09%.³ These figures indicate that BNPL has become a significant component of digital consumer financing and, as such, has increasingly significant implications for consumer behaviour, asset protection and the governance of the financial industry.

This development has attracted particular attention from the perspective of Islamic economic law. BNPL cannot be deemed halal or haram solely on the basis of the term ‘pay later’. An assessment must be made of the substance of the legal relationship between the parties. If the provider is, in essence, extending a loan and imposing additional charges due to the cost of financing and the time involved, the issue of *riba* arises. If the relationship between the parties, the pricing structure, the total liability, or the consequences of late payment are not adequately explained, there is a risk of *gharar*. Furthermore, if material information is deliberately concealed or presented in a misleading manner, the transaction may constitute *tadlis*. Therefore, *takyif fiqhī*, or the legal qualification of the transaction’s structure, is a fundamental step prior to making a Sharia assessment of a BNPL product.⁴

The regulatory context for BNPL in Indonesia has also undergone significant changes. The Financial Services Authority has issued Financial Services Authority Regulation No. 32 of 2025 on the Provision of ‘Buy Now, Pay Later’ Services. This regulation provides a specific framework for BNPL services provided by commercial banks and finance companies, and covers the provision of

¹ A Kumar, J Salo, and R Bezawada, “The Effects of Buy Now, Pay Later (BNPL) on Customers’ Online Purchase Behavior,” *Journal of Retailing* 100, no. 4 (2024): 602–17, <https://doi.org/10.1016/j.jretai.2024.09.004>; R Ashby et al., “The Influence of the Buy-Now-Pay-Later Payment Mode on Consumer Spending Decisions,” *Journal of Retailing*, <https://doi.org/10.1016/j.jretai.2025.01.003>; Giulio Cornelli, Leonardo Gambacorta, and Livia Pancotto, “Buy Now, Pay Later: A Cross-Country Analysis,” *BIS Quarterly Review*, 2023, 61–75.

² P T Commerce Finance, “Tentang Kami—SPayLater” (PT Commerce Finance, n.d.).

³ Otoritas Jasa Keuangan, “Siaran Pers: Stabilitas Sektor Jasa Keuangan Terjaga Mendukung Pengembangan Dan Penguatan Sektor Keuangan,” *Rapat Dewan Komisiner Bulanan Juli 2026* (Jakarta: Otoritas Jasa Keuangan, 2026).

⁴ Alaa Al-Obaid, “Evaluation of Buy Now, Pay Later (BNPL) Services from Islamic Sharia Perspective: An Analytical Jurisprudence Study,” *Jurnal Fiqh* 21, no. 2 (2024): 253–92, <https://doi.org/10.22452/fiqh.vol21no2.4>.

such services in accordance with Sharia principles.⁵ Furthermore, Regulation of the Board of Commissioners of the Financial Services Authority No. 2 of 2026 sets out the operational guidelines for the provision of BNPL by finance companies and Sharia finance companies, including aspects of approval, the principle of prudence, feasibility analysis, disclosure of information, consumer protection, data management and debt collection.⁶ The existence of these two provisions shifts the focus of the research. The main issue is no longer merely the ‘lack of BNPL regulation’, but whether compliance with positive regulations automatically guarantees adherence to the substance of Sharia principles.

Previous research has laid a number of important foundations. Al-Obaid analysed BNPL from a fiqh perspective and demonstrated that the main issues arise in relation to riba, fees, gharar and contractual fairness; at the same time, the structure of BNPL can be redesigned to minimise elements that conflict with Sharia.⁷ Firdaus et al. examined BNPL in Indonesia from the perspective of maqāṣid al-syarī‘ah and found that the issues of riba, consumer protection, transparency, regulation and financial literacy are key factors in the use of BNPL.⁸ Thalib et al. subsequently proposed a formulation for Islamic BNPL through a normative legal approach and consumer protection.⁹

Other studies focus more specifically on the issues of multiple contracts and governance. Putri et al. demonstrate that hybrid contracts in Sharia-compliant BNPL provide transactional flexibility, but may also result in legal formalism—that is, adherence to the formal structure of the contract without achieving substantive justice and public interest. They warn of the risks of hiyal ribawiyah, risk imbalance and gharar if multiple contracts are formed without a clear legal framework.¹⁰ Meanwhile, Rusli developed a maqāṣid-based governance and audit framework for BNPL and identified the importance of verifying ownership and risks prior to sale, managing late payments, and implementing anti-compounding controls.¹¹

Thus, the study has examined the status and Sharia-related issues of BNPL, the relevance of the maqāṣid al-syarī‘ah, consumer protection, and the possibility of using multiple contracts. What still requires strengthening is the contractual architecture that specifies in detail when a wakālah is established, when the object becomes the property of or comes under the control of the financing institution, when murābahah may be carried out, for which services ujrah may be charged, how late payments are treated, and how the entire sequence can be verified through a digital system. This

⁵ Otoritas Jasa Keuangan, “Peraturan Otoritas Jasa Keuangan Nomor 32 Tahun 2025 Tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later/BNPL)” (Jakarta: Otoritas Jasa Keuangan, 2025).

⁶ Otoritas Jasa Keuangan, “Peraturan Anggota Dewan Komisiner Otoritas Jasa Keuangan Nomor 2 Tahun 2026 Tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later) Bagi Perusahaan Pembiayaan Dan Perusahaan Pembiayaan Syariah” (Jakarta: Otoritas Jasa Keuangan, 2026).

⁷ Al-Obaid, “Evaluation of Buy Now, Pay Later (BNPL) Services from Islamic Sharia Perspective: An Analytical Jurisprudence Study.”

⁸ Beni Firdaus et al., “Buy Now Pay Later Transactions (BNPL) in Indonesia: Implications for Maqāṣid Sharia in the Digital Era,” *Islam Realitas: Journal of Islamic and Social Studies* 10, no. 2 (2024): 130–46, https://doi.org/10.30983/islam_realitas.v10i2.8690.

⁹ Prawitra Thalib et al., “The Formulation of Islamic Buy Now Pay Later (BNPL) to Achieve Shariah Economic Democratization,” *Syariah: Jurnal Hukum Dan Pemikiran* 25, no. 2 (2025): 257–74, <https://doi.org/10.18592/sjhp.v25i2.16325>.

¹⁰ Rini Putri et al., “Problems of Hybrid Contracts in Sharia Buy Now Pay Later from the Perspective of Maqashid Syariah,” *Al-Muamalat: Journal of Islamic Economic Law* 9, no. 1 (2026): 122–33, <https://doi.org/10.21111/muamalat.v9i1.19>.

¹¹ Moch Rusli, “Aligning Islamic Financing and the SDGs in Buy Now Pay Later: A Maqasid Based Shariah Governance and Audit Framework,” *Journal of Management and Islamic Finance* 6, no. 1 (2026): 162–83, <https://doi.org/10.22515/jmif.v6i1.13188>.

area of research has become increasingly relevant following the introduction of OJK Regulation No. 32 of 2025 and OJK Technical Guidance No. 2 of 2026, as the development of Sharia-compliant BNPL now requires a bridge between regulatory compliance and substantive Sharia compliance.

The ethical dimension is also inseparable from digital financial innovation.¹² Zulfikar from Muhammadiyah University of Surakarta demonstrated that the transformation of digital society requires the contextualisation of Qur'anic values so that normative Islamic principles can respond to modern social problems in a more adaptive manner.¹³ This study positions social justice and digital ethics as key elements in contemporary Qur'anic interpretation.¹⁴ In the context of BNPL, its relevance lies in the need not to limit Sharia compliance to the formal validity of contracts. The use of digital financing must also be directed towards responsibility, justice, consumption control and the protection of assets as manifestations of the *maqāṣid al-sharī'ah*.

In light of this gap, this study addresses three questions. Firstly, what is the structure of BNPL and what are the critical points of its Sharia compliance when analysed through a *fiqh*-based approach? Secondly, how are the *maqāṣid al-syarī'ah* used to assess the substance of consumer protection within BNPL? Thirdly, how can a hybrid contract be reconstructed into a sequential, transparent and auditable transaction architecture within the framework of Indonesia's BNPL regulations?

The specific contribution of this research is to reconstruct Sharia-compliant BNPL for the financing of goods through a sequential model that positions *murābaḥah* as the core contract, *wakālah* as the supporting instrument for the acquisition of goods, and *ujrah* only where there are genuine and verifiable independent services. The model is then evaluated using the *maqāṣid al-syarī'ah* and transformed into regulatory implications, digital governance frameworks, and financial literacy recommendations for the government and BNPL providers.

Methods

This study is a piece of normative legal research of a qualitative-prescriptive nature. The approaches employed comprise the statutory approach, the conceptual approach, and the *maqāṣid al-syarī'ah* approach. The statutory approach is used to examine the position of BNPL within the framework of Indonesian positive law; the conceptual approach is used to define legal relationships and restructure contractual arrangements; whilst the *maqāṣid al-syarī'ah* approach is used to assess the substantive dimensions of asset protection, justice, transparency and the public interest.

Primary legal sources include DSN-MUI Fatwa No. 111/DSN-MUI/IX/2017 on the *Murabahah Sale and Purchase Agreement*, DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017 on the *Wakalah bi al-Ujrah Contract*, and DSN-MUI Fatwa No. 117/DSN-MUI/II/2018 on *Information Technology-Based Financing Services Based on Sharia Principles*.¹⁵ The main sources of positive law are POJK No. 32 of 2025 on the Provision of 'Buy Now, Pay Later' Services and PADK OJK

¹² Fahmi Ali Hudaefi, "How Does Islamic Fintech Promote the SDGs? Qualitative Evidence from Indonesia," *Qualitative Research in Financial Markets* 12, no. 4 (2020): 353–66, <https://doi.org/10.1108/QRFM-05-2019-0058>.

¹³ Zulfikar Zulfikar et al., "Living Hadis Dalam Praktik Donasi Digital Di Indonesia: Transformasi Sedekah Dan Resepsi Muslim Di Era Fintech," *Lathaif: Literasi Tafsir, Hadis Dan Filologi* 5, no. 1 (2026): 48–64, <https://doi.org/10.31958/lathaif.v5i1.17019>.

¹⁴ Zulfikar Zulfikar, "Reconstruction of Social Ethics Based on the Qur'an through Contemporary Digital Thematic Analysis," *Journal of Qur'anic Inquiry and Review* 1, no. 1 (2026): 1–14.

¹⁵ Dewan Syariah Nasional–Majelis Ulama Indonesia, "Fatwa No. 111/DSN-MUI/IX/2017 Tentang Akad Jual Beli *Murabahah*" (Jakarta: DSN-MUI, 2017).

No. 2 of 2026 on the Provision of BNPL Services by Financing Companies and Sharia Financing Companies.¹⁶

Secondary sources include journal articles, reports from official bodies, and academic research published within the last ten years. The selection of literature was based on four criteria: (1) having a direct relevance to BNPL, hybrid contracts, *maqāṣid al-syarīʿah*, Sharia fintech, or consumer protection; (2) being published in a journal or by an academic or official body that can be traced; (3) having bibliographic details that can be verified via a DOI or the publisher's website; and (4) being substantively relevant to the research questions. Duplicate literature, unverifiable sources, or those without a direct connection to the main argument were not used as the basis for conclusions.

The legal reasoning process is carried out in five stages. Firstly, an inventory and classification of the legal norms concerning *murābahah*, *wakālah*, *ujrah*, *riba*, *gharar*, transparency, consumer protection, and the operation of BNPL. Secondly, the interpretation of these norms to determine the scope of the parties' rights and obligations. Thirdly, a *fiqh*-based analysis of the BNPL structure to determine the nature of the legal relationship. Fourth, the subsumption and harmonisation of the nature of the transaction with the fatwas of the DSN-MUI, the *maqāṣid al-syarīʿah*, and OJK regulations. Fifth, a prescriptive argument in the form of a hybrid contract reconstruction that classifies each contract based on its function, object, time of formation, and legal consequences. This approach is used to avoid sharia assessments that rely solely on the name of the contract without examining the substance of the transaction.

Results and Discussion

BNPL in Digital Finance and Shifts in Indonesia's Regulatory Framework

Operationally, BNPL links consumer needs with financing via an electronic system. Consumers select goods or services, the provider assesses the financing application, the merchant receives payment in accordance with the agreed mechanism, and consumers then make repayments to the financing provider over a specified term. This model offers convenience, but also results in a legal relationship that is more complex than the app's user interface would suggest.

A cross-country study by Cornelli, Gambacorta and Pancotto shows that BNPL is growing rapidly, particularly within the e-commerce ecosystem. They also demonstrate that BNPL users tend to have a higher credit risk profile than users of traditional consumer credit, whilst a poor understanding of BNPL terms and conditions can increase the risk of over-indebtedness.¹⁷ These findings are relevant to Indonesia as the expansion of BNPL coincides with a significant increase in the value of financing and the number of accounts.

In Indonesia, POJK No. 32 of 2025 provides certainty that the operation of BNPL falls within the regulatory framework of the financial services sector.¹⁸ This regulation is important from the perspective of legal certainty; however, the recognition of BNPL based on Sharia principles does not mean that every structure labelled as Sharia-compliant automatically fulfils the principles of *fiqh muamalah*.

Within this framework, it is necessary to distinguish between two levels of compliance. Regulatory compliance relates to authorisation, governance, financing analysis, disclosure of information, data protection, debt collection and administrative requirements as regulated by the OJK. Meanwhile,

¹⁶ Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 32 Tahun 2025 Tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later/BNPL)."

¹⁷ Cornelli, Gambacorta, and Pancotto, "Buy Now, Pay Later: A Cross-Country Analysis."

¹⁸ Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 32 Tahun 2025 Tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later/BNPL)."

substantive Sharia compliance examines the source of profit, the ownership status of the object, risk allocation, the sequence of contracts, the basis for *ujrah*, and the treatment of late payments. This distinction is important because the difference between conventional BNPL and Sharia-compliant BNPL must not be limited to a change in terminology. A product that, in economic terms, remains a loan with an additional charge—where the amount and timing remain unchanged—does not alter its substance merely because the interest is termed a ‘fee’. Conversely, transactions that are genuinely structured as sales and purchases require different conditions, particularly the existence of the object, the seller’s ownership, a fixed price, and the risk consequences inherent in such transactions.

Fiqh-based Classification and Critical Aspects of Sharia Compliance in BNPL

The initial assessment of BNPL must be carried out through a *fiqh* analysis. Al-Obaid emphasises that the Sharia ruling on BNPL depends heavily on the structure of the contract and cannot be determined solely on the basis of the product’s name.¹⁹ Consequently, this study does not assert that all BNPL schemes operating in Indonesia automatically involve *riba*, *gharar* or *tadlis*. What can be identified are the risk factors that must be examined in each transaction structure.

1. The Risk of Riba

If a party pays the price of goods to a merchant on behalf of a consumer and subsequently charges the consumer for those funds with an additional amount determined by the principal amount and the duration of the financing, this structure has the characteristics of a debt. If this additional amount is stipulated as a profit arising from the deferral, there is a risk of *riba*. Replacing the term ‘interest’ with ‘service fee’ does not resolve the issue if its economic function remains compensation for the use of money over time.

Unlike this structure, the profit in *murābahah* derives from the sale and purchase transaction. DSN-MUI Fatwa No. 111/DSN-MUI/IX/2017 defines *murābahah* as the sale and purchase of goods with disclosure of the agreed cost price and profit.²⁰ Therefore, a financing institution using *murābahah* cannot simply pay the merchant. It must hold the legal status of the party selling the goods to the consumer.

2. Ownership and Risk

Ownership is a crucial point as it distinguishes between profit from buying and selling and profit from the provision of funds. If the organiser never acquires the goods or legal possession of them, but merely provides funds and receives a return, the use of the term *murābahah* risks becoming a mere formality.

Rusli points out that verifying ownership and risk prior to the sale is a key area in Sharia BNPL audits.²¹ This means that the system must be able to demonstrate that the financing institution first holds the relevant ownership or *qabd* before selling the item to the consumer.

3. Gharar and Transparency

Gharar may arise when consumers are not clearly informed about the type of contract, the party acting as the financier or seller, the total price, cost components, changes in obligations, or the consequences of late payment. In digital transactions, transparency is not sufficiently met merely by providing lengthy documents in the terms and conditions. Material information must be presented in a form that enables consumers to understand the economic consequences before giving their consent.

¹⁹ Al-Obaid, “Evaluation of Buy Now, Pay Later (BNPL) Services from Islamic Sharia Perspective: An Analytical Jurisprudence Study.”

²⁰ Indonesia, “Fatwa No. 111/DSN-MUI/IX/2017 Tentang Akad Jual Beli Murabahah.”

²¹ Rusli, “Aligning Islamic Financing and the SDGs in Buy Now Pay Later: A Maqasid Based Shariah Governance and Audit Framework.”

Firdaus et al. identify product transparency and financial literacy as key factors in mitigating BNPL issues from the perspective of maqāṣid.²² This demonstrates that tarāḍī, or the consent of the parties, must be underpinned by adequate information.

4. Tadlis

Tadlis must be distinguished from ordinary ambiguity. Not every instance of incomplete information automatically constitutes tadlis. The term tadlis is more appropriately applied where there is concealment or misrepresentation of material information, thereby giving consumers a misleading impression. This distinction is necessary to ensure that Sharia analysis does not make excessive use of prohibitive terminology.

5. Ujrah and the Risk of Double Charging

Ujrah is not an independent contract that can simply be placed on a par with murābaḥah and wakālah. Ujrah constitutes remuneration for services or benefits within a relevant contract, including wakālah bi al-ujrah. DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017 provides a framework regarding wakālah accompanied by remuneration.²³

Consequently, a provider that has already received a murābaḥah margin cannot automatically charge an additional ‘service fee’. Ujrah is only justified where there is a genuine, separate, identifiable service, and its value is transparent. If the additional charge is merely based on the financing amount and tenor without any independent service, there is a risk of double charging or the disguised addition of charges to the debt.

Maqāṣid al-Syarī‘ah as a Substantive Parameter for Sharia Compliance

Maqāṣid al-Syarī‘ah is necessary to prevent Sharia compliance from being limited to the formal validity of a contract. Putri et al. warn that hybrid contracts may fall prey to legal formalism, namely a situation where a product complies with the formal requirements of a contract but fails to deliver the justice and public interest that are the objectives of Sharia.²⁴

1. Ḥifz al-Māl

In BNPL, ḥifz al-māl operates in two dimensions. Firstly, it protects consumers from exploitative charges, hidden information and the accumulation of liabilities without a valid transactional basis. Secondly, it protects consumers from borrowing beyond their means.²⁵

DeHaan et al., through an analysis of over ten million consumers, found evidence that the use of BNPL may be linked to an increase in indicators of financial stress, including overdraft charges as well as credit card fees and interest.²⁶ These findings reinforce the argument that assessing repayment capacity is part of asset protection, not merely a corporate risk management procedure.

2. Al-‘Adl

Justice demands a proportional relationship between profit and risk. If a finance institution derives profit as a seller, there must be a phase during which the institution has legal involvement with the item being sold. A structure in which the provider earns a margin whilst all the risks associated with the item are borne by the consumer from the outset must be criticised, as it creates an imbalance between rights and obligations.

²² Firdaus et al., “Buy Now Pay Later Transactions (BNPL) in Indonesia: Implications for Maqāṣid Sharia in the Digital Era.”

²³ Dewan Syariah Nasional–Majelis Ulama Indonesia, “Fatwa No. 113/DSN-MUI/IX/2017 Tentang Akad Wakalah Bi Al-Ujrah” (Jakarta: DSN-MUI, 2017).

²⁴ Putri et al., “Problems of Hybrid Contracts in Sharia Buy Now Pay Later from the Perspective of Maqashid Syariah.”

²⁵ Jeff Larrimore et al., “Payment Preference or Necessity: Who Uses BNPL and Why,” *Journal of Consumer Affairs* 59, no. 3 (2025): e70024, <https://doi.org/10.1111/joca.70024>.

²⁶ Ed deHaan et al., “Buy Now Pay (Pain?) Later,” *Management Science* 70, no. 8 (2024): 5586–98, <https://doi.org/10.1287/mnsc.2022.03266>.

3. **Transparency dan Ḥifẓ al-‘Aql**

Consumers must be able to understand their financial decisions. Transparency regarding prices, margins, *ujrah*, tenors, instalment amounts and the consequences of late payment is linked to the protection of consumers’ rational capacity. Rapid digital consent cannot be treated as substantive consent if important information is concealed or made difficult to understand.

4. **Al-Maṣlaḥah dan Responsible Financing**

Access to finance must generate benefits, not encourage consumption that systematically increases dependence on debt. Therefore, the *maqāṣid* must be translated into policies on credit limits, feasibility analyses, risk warnings, restructuring mechanisms and financial education.

Thus, the *maqāṣid* are not treated as a means of legitimisation once a product has been finalised, but as a design principle from the very outset of the product’s development.²⁷

Hybrid Contract: From a Collection of Contracts to a Transaction Architecture

A hybrid contract, or multi-contract arrangement, is an instrument that enables modern transactions to utilise more than one legal relationship to meet complex needs.²⁸ However, the existence of multiple contracts does not mean that they can all be merged simultaneously without distinguishing their respective functions.²⁹

Putri et al. demonstrate that the combination of contracts in BNPL schemes has the potential to give rise to *hiyal ribawiyah*, *gharar*, and an imbalance of risk if not carefully structured.³⁰ Therefore, the key question is not merely ‘which contracts are used’, but ‘in what sequence are these contracts formed, who are the parties involved, what is the subject matter, and when do the legal consequences arise’.

On this basis, this study does not regard ‘*qardh* + *ujrah*’ as the primary alternative for commercial BNPL. A ‘*qardh*’ is a contract that should not serve as a source of profit for the lender. When ‘*ujrah*’ is attached to a ‘*qardh*’ and its amount depends on the principal or the term, it becomes difficult to distinguish between a service fee and a surcharge on the loan..

The reconstructed model therefore utilises *murābaḥah* as the core contract for the financing of goods, *wakālah* as a supporting contract in the acquisition of goods, and *ujrah* only where there are genuinely valid independent services.

The restriction on the purchase of goods is a significant decision. POJK No. 32 of 2025 does indeed permit BNPL to be used for the purchase of goods and/or services. However, services cannot automatically be included within *murābaḥah*. The financing of services requires its own *fiqh* classification, for example through *ijarah* or another appropriate structure. With this restriction, the research model is more precise and avoids generalising the contracts.

Reconstruction of a Sharia-Compliant BNPL Model Based on a Hybrid Contract

Stage 1: Selection of Goods, BNPL Application, and Affordability Assessment

The consumer selects goods from a merchant and then applies for a financing facility from a Sharia-compliant finance company or financial services institution that offers BNPL in accordance with Sharia principles. At this stage, *murābaḥah* has not yet taken place as the financing institution does

²⁷ Achmad Fageh and Maulana Surya Ihsan, “Hybrid Contract Perbankan Syariah Perspektif Maqasid Al Sharia Jasser Auda,” *EL-BANAT: Jurnal Pemikiran Dan Pendidikan Islam* 12, no. 2 (2022): 216–29, <https://doi.org/10.54180/elbanat.2022.12.2.216-229>.

²⁸ Hasanudin Hasanudin et al., “Hybrid Contract in Islamic Financial Services,” *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 14, no. 1 (2022): 111–28, <https://doi.org/10.15408/aiq.v14i1.25692>.

²⁹ Selamet Hartanto and Devid Frastiawan Amir Sup, “Konsep Hybrid Contract Di Indonesia Dalam Perspektif Fatwa DSN-MUI,” *Journal of Islamic Economics and Finance Studies* 3, no. 1 (2022): 43–54, <https://doi.org/10.47700/jiefes.v3i1.4277>.

³⁰ Putri et al., “Problems of Hybrid Contracts in Sharia Buy Now Pay Later from the Perspective of Maqashid Syariah.”

not yet possess the goods to be sold. The provider first assesses the consumer's ability to pay and discloses the estimated price, margin, tenor, number of instalments, total liability, *ujrah* where relevant, and the consequences of late payment. OJK PADK No. 2 of 2026 reinforces the importance of feasibility analysis and credit scoring in the provision of BNPL.³¹ In this research model, these regulatory obligations are simultaneously interpreted as the implementation of *ḥifẓ al-māl*.

Stage 2: Wakālah Agreement

Once the financing has been approved, the financing institution may grant limited *wakālah* to the consumer to carry out the acquisition of goods from the merchant on behalf of the financing institution. At this stage, the consumer acts as an agent, not as a buyer in a *murābaḥah* transaction. The subject matter of the authority, the merchant, and the scope of the actions must be clearly defined. This separation of legal capacities is important. Once the goods have been acquired and the *murābaḥah* has been established, the consumer's status changes from that of an agent to that of a buyer. The digital system must include a timestamp and documentation evidencing this change in capacity.

Stage 3: Acquisition of Goods and Verification of Ownership/Qabd

Goods are purchased from a merchant for and on behalf of the finance institution. The institution then acquires provable legal ownership or possession. This stage constitutes the most critical Sharia control point. The system must demonstrate, at a minimum, the identity of the goods, the time of purchase, payment to the merchant, and evidence that the institution holds ownership or possession prior to the *murābaḥah* transaction taking place. These risks were also identified in Rusli's study, which indicated that ownership verification and pre-sale risk assessment remain areas requiring strengthening within the governance of Sharia-compliant BNPL.³²

Stage 4: Murābaḥah Contract

Once ownership or *qabd* has been established, the finance institution sells the goods to the consumer via *murābaḥah*. The acquisition cost and margin are disclosed transparently, resulting in a fixed selling price. The provider's profit in this model derives from the buying and selling margin, not from a time-based increase in the price of money. Once the *murābaḥah* receivable has been established, the consumer's liability must not increase simply due to the passage of time.

Stage 5: Ujrah for Independent Services

Where there are additional services that are distinct and separate from the sales/financing functions, the *ujrah* may be determined through an appropriate service contract. There are three conditions. Firstly, there must be identifiable services. Secondly, the *ujrah* must be transparent from the outset. Thirdly, the *ujrah* must not serve as a mechanism to disguise interest or create double charging. Thus, the phrase "*murābaḥah + wakālah + ujrah*" is not to be understood as three contracts merging into one. *Murābaḥah* and *wakālah* have their respective functions, whilst the *ujrah* only arises when there are services that genuinely warrant remuneration.

Stage 6: Payment and Handling of Delays

Consumers pay the *murābaḥah* price in instalments as agreed. Delays must not serve as a basis for adding profit based on the duration of the delay. The model must incorporate an anti-compounding control, namely a system that prevents the continuous escalation of debt due to arrears. If there are any compensation, penalties or specific mechanisms for consumers who are late with payments, their application must comply with Sharia provisions and regulations and must not function as a

³¹ Keuangan, "Peraturan Anggota Dewan Komisiner Otoritas Jasa Keuangan Nomor 2 Tahun 2026 Tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later) Bagi Perusahaan Pembiayaan Dan Perusahaan Pembiayaan Syariah."

³² Rusli, "Aligning Islamic Financing and the SDGs in Buy Now Pay Later: A Maqasid Based Shariah Governance and Audit Framework."

source of disguised interest. Consumers who are genuinely experiencing difficulties also require responsible financing and restructuring mechanisms that do not create new *riba*-based obligations.

Stage 7: Sharia Governance and Maqāṣid Audit

The final stage involves the oversight of the entire process. It is not sufficient for the Sharia Supervisory Board merely to approve the contract format at the outset. Oversight must be capable of scrutinising the actual processes taking place within the digital system. The audit must cover, at a minimum: the timing of the *wakālah*; the acquisition of goods; proof of ownership or *qabd*; the timing of the *murābaḥah*; the recording of prices and margins; the basis for the *ujrah*; changes to invoices; and mechanisms for late payments. This approach shifts the focus from document-based Sharia compliance to process-based Sharia compliance.

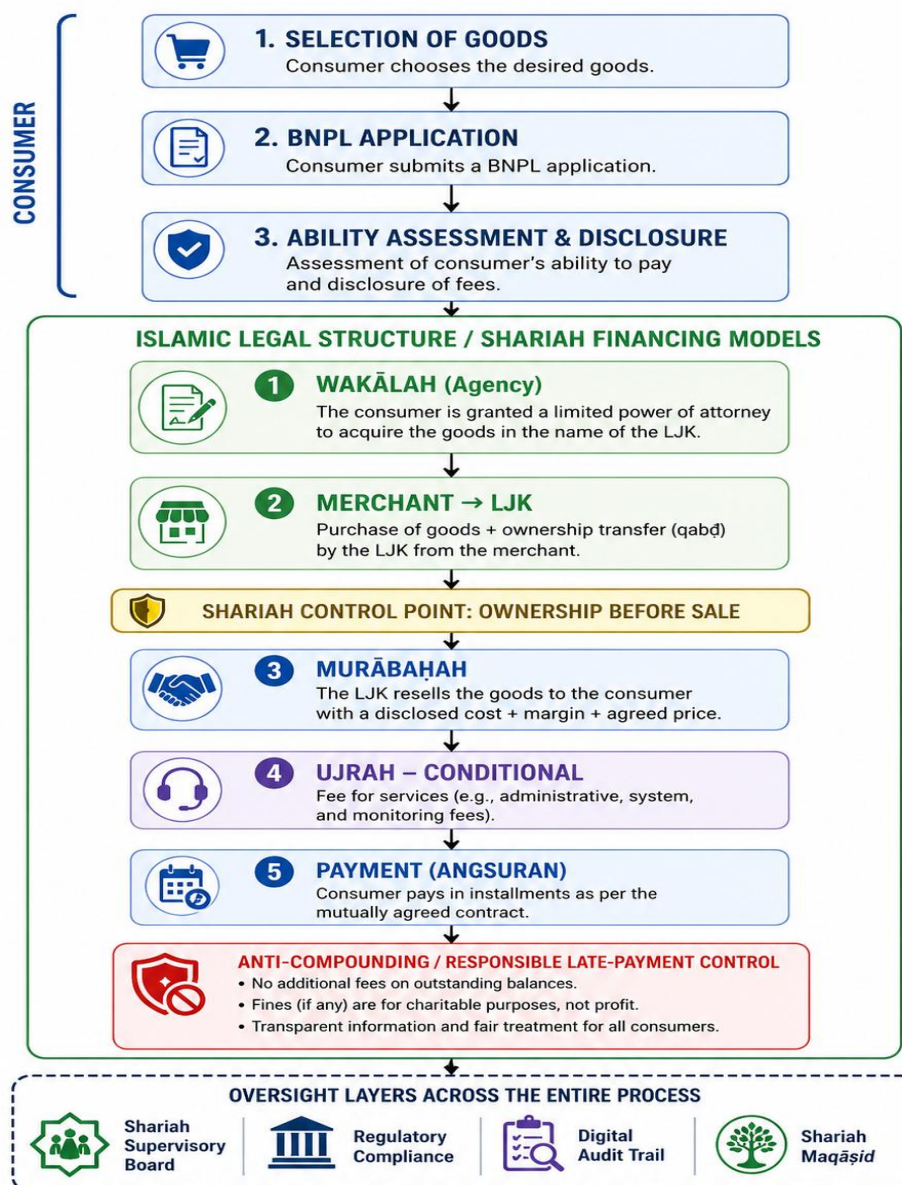


Figure 1. Shariah-Based BNPL Contract Framework

Figure 1. Reconstruction of the Sharia-compliant BNPL Hybrid Contract Process

Sumber: konstruksi penulis berdasarkan Fatwa DSN-MUI No. 111/2017, Fatwa DSN-MUI No. 113/2017, Fatwa DSN-MUI No. 117/2018, POJK No. 32 Tahun 2025, PADK OJK No. 2 Tahun 2026, serta sintesis Al-Obaid (2024), Putri et al. (2026), dan Rusli (2026).

Sharia Validation of the Model

The reconstructed model incorporates a number of Sharia controls that are absent when a hybrid contract is understood merely as a list of contracts. Firstly, with regard to *riba*, the primary profit derives from the *murābahah* margin established in the sale and purchase, rather than from an addition to the debt due to the passage of time. Once the sale price becomes an obligation, late payment does not give rise to a compounding mechanism. Secondly, with regard to *gharar*, the model explicitly defines the positions of the parties, the subject matter, the time of the contract, the price, the margin, the *ujrah*, and the consequences of late payment. Digitalisation is, in fact, utilised to enhance auditability through timestamps and transaction records. Thirdly, from the perspective of justice, the profit of the financing institution correlates with its status as a seller who holds ownership or bears legal risk over the object prior to its sale to the consumer. Fourthly, from the perspective of *ḥifẓ al-māl*, the model not only regulates the structure of the contract but also requires an assessment of the borrower's ability to pay. This is relevant because BNPL has the potential to cause problems if ease of access is not balanced by adequate financial capacity and literacy.³³ Fifthly, from the perspective of *ḥifẓ al-ʿaql* and transparency, consumers are provided with information that enables them to make informed financial decisions. This principle is particularly important in digital interfaces, as the speed of transactions must not compromise the quality of consent.

This model, however, is not intended as a claim that the use of *murābahah*–*wakālah* automatically renders BNPL *halal*. Compliance remains dependent on actual implementation. The model constitutes a compliance framework that enables regulators, the Sharia Supervisory Board, auditors and companies to verify whether the processes claimed to be Sharia-compliant are actually taking place within the system.

Regulatory Implications and Sharia Governance

The issuance of OJK Regulation No. 32 of 2025 and OJK Guidelines No. 2 of 2026 means that the research recommendation is no longer appropriate if it merely calls for “the government to introduce BNPL regulations”. The next requirement is to strengthen the implementation of Sharia within the existing framework.³⁴ Firstly, the OJK, together with the DSN-MUI, needs to promote minimum standardisation of Sharia-compliant BNPL regarding *takyīf fiqhī*, contract sequencing, ownership/*qabd*, sources of margin, limits on the use of *ujrah*, and late payment mechanisms. Secondly, the Sharia Supervisory Board must shift its focus from contract scrutiny to auditing digital processes. A Sharia-compliant contract template is of little significance if the system actually executes *murābahah* before ownership is established or calculates late payment fees using the principle of compounding. Thirdly, operators need to adopt ‘Sharia-by-design’. Sharia rules must be integrated into the application's business logic. The system, for example, must not allow *murābahah* to be executed before the ownership control point is met. Fourthly, regulatory transparency must be developed into Sharia disclosure. Consumers of Sharia-compliant products must be informed not only of the instalment amounts, but also of the type of contract, the provider's source of profit, the function of *wakālah*, the presence or absence of *ujrah*, and the treatment of late payments. This approach is also consistent with Rusli's findings that the governance of Sharia-compliant BNPL requires auditable instruments and more operational *maqāṣid* indicators.³⁵

³³ deHaan et al., “Buy Now Pay (Pain?) Later.”

³⁴ Jantarda Mauli Hutagalung et al., “Digital Lending Platforms and Islamic Financial Technology in Indonesia: Reconciling Regulatory Paradigms Through *Maqāṣid Al-Sharīʿah* and Consumer Protection Philosophies,” *JURNAL INDO-ISLAMIKA* 15, no. 1 (2025): 173–85, <https://doi.org/10.15408/jii.v15i1.47045>.

³⁵ Rusli, “Aligning Islamic Financing and the SDGs in Buy Now Pay Later: A *Maqasid* Based Shariah Governance and Audit Framework.”

Literacy in Maqāṣid al-Syarī'ah as an Instrument of Consumer Protection

Sharia compliance cannot be entirely attributed to the design of the contract. Consumers using BNPL also need the ability to understand the consequences of the transaction.³⁶ This addresses the issue raised by Firdaus et al. regarding the relationship between financial literacy, transparency and the use of BNPL.³⁷ The government, through the OJK in conjunction with relevant institutions, needs to incorporate literacy in Maqāṣid al-Syarī'ah as part of its digital financial literacy programme. Educational materials must go beyond merely explaining how to activate the service or pay bills; they must cover at least five key areas: the responsible use of debt; the ability to pay; the prohibition of *riba* and *gharar*; the protection of assets (*ḥifẓ al-māl*); and prioritising needs over excessive consumption.

An understanding of maqāṣid also helps the public to see that 'Sharia' does not merely mean the absence of the word 'interest'. Sharia requires transactions that are fair, transparent, non-exploitative, and do not undermine users' financial circumstances. This perspective is in line with Zulfikar's argument regarding the importance of contextualising Qur'anic ethics in addressing the dynamics of digital society.³⁸ BNPL providers bear an equally important responsibility. Education should be integrated directly into the customer journey. Before a transaction is approved, users must be provided with a simulation of the total liability, price and margin, *ujrah* (if applicable), repayment term, the risks of late payment, and a warning if the payment burden approaches the user's financial capacity.

For BNPL schemes based on Sharia principles, companies must also provide a brief explanation of the contract used. This information must be presented in easily understandable language, rather than being confined to lengthy legal documents. In this way, maqāṣid literacy serves as a bridge between contractual compliance and consumer behaviour. The government is responsible for establishing standards and a literacy ecosystem, whilst service providers are responsible for ensuring that these values are present at the very moment when financing decisions are actually made.

Conclusion

This study demonstrates that Sharia compliance in Buy Now Pay Later (BNPL) practices in Indonesia cannot be determined solely on the basis of product labels or the contractual terms used, but must begin with a *fiqh* analysis of the substance of the legal relationship between the parties. The critical points of Sharia compliance lie in the source of profit, the status of ownership and control of the object, the sequence of contracts, the clarity of prices and margins, the basis for charging *ujrah*, the distribution of risk, transparency of information, and the treatment of late payments. Consequently, BNPL cannot be generalised as a transaction that automatically involves *riba* or *gharar*; the risk of non-compliance arises when additional charges are imposed on the debt due to time, when the sale and purchase are conducted without lawful ownership, or when the costs and consequences of the transaction are not communicated transparently.

From the perspective of maqāṣid al-sharī'ah, Sharia compliance in BNPL must go beyond the formal validity of the contract to ensure substantive protection for consumers. *Ḥifẓ al-māl* is realised through the prevention of exploitative charges, excessive debt, and the accumulation of

³⁶ Pankaj Kumar et al., "Do Financial Socialization, Financial Behavior, and Knowledge Determine Consumers' Attitude and Behavioral Intention toward Buy-Now-Pay-Later (BNPL) Usages?," *Journal of Financial Regulation and Compliance* 34, no. 3 (2026): 336–71, <https://doi.org/10.1108/JFRC-11-2024-0237>.

³⁷ Firdaus et al., "Buy Now Pay Later Transactions (BNPL) in Indonesia: Implications for Maqāṣid Sharia in the Digital Era."

³⁸ Zulfikar, "Reconstruction of Social Ethics Based on the Qur'an through Contemporary Digital Thematic Analysis."

unlawful obligations; al-‘adl through a balance between profit and risk; ḥifẓ al-‘aql through transparency of information that enables consumers to make rational decisions; whilst al-maṣlaḥah is realised through responsible financing that does not encourage excessive consumption. Therefore, the maqāṣid al-syarī‘ah serve not only as an evaluation tool, but also as parameters for product design, consumer protection, and the governance of Sharia-compliant BNPL.

As a key finding, this study reconstructs a Sharia-compliant BNPL model for the financing of goods through a sequential and auditable hybrid contract, namely: starting with an assessment of payment capacity, limited wakālah, acquisition and verification of ownership or qabd, a murābahah contract, ‘ujrah solely for tangible independent services, instalment payments, anti-compounding controls, and Sharia supervision based on digital records. This model bridges regulatory compliance with substantive Sharia compliance and emphasises that Sharia compliance must be embedded within the transaction architecture, not merely in the contract documents. Consequently, the OJK, DSN-MUI and BNPL providers need to strengthen the standardisation of contracts, digital process audits, ‘Sharia-by-design’, and public literacy regarding the maqāṣid al-syarī‘ah, so that the use of BNPL proceeds transparently, responsibly and in accordance with Sharia objectives.

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