

## Shopee PayLater in Contemporary Digital Commerce: An Analysis Based on *Maslahah Mursalah* among University Students

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**Abstract:** This study examines the use of Shopee Pinjam, a digital lending service integrated into the Shopee marketplace, among students of UIN Fatmawati Sukarno Bengkulu through the perspective of *maslahah mursalah*. As one of the rapidly growing financial technology services in Indonesia, Shopee Pinjam offers quick access to funds, simplified application procedures, collateral-free borrowing, and flexible installment options. For university students, this service has emerged as an alternative source of short-term financing to address both urgent and routine financial needs. This research employs a qualitative field study approach, with data collected through in-depth interviews with eight student users of Shopee Pinjam. The findings reveal that students are primarily attracted to the service due to its accessibility, speed, minimal administrative requirements, and its ability to assist with educational expenses, accommodation costs, and daily living needs. From the perspective of *maslahah mursalah*, the utilization of Shopee Pinjam can be regarded as permissible insofar as it generates tangible benefits, facilitates the fulfillment of essential needs, and does not lead to greater harm, exploitation, or financial distress. The study argues that digital lending services may function as a practical and flexible financial instrument for students when used responsibly and within reasonable limits. Academically, this research contributes to the growing discourse on Islamic legal responses to financial technology (fintech) by contextualizing the concept of *maslahah mursalah* within contemporary digital lending practices. It further enriches the literature on Islamic economic law by providing empirical insights into how Muslim students negotiate financial necessity, technological convenience, and religious considerations in the digital economy era.

**Keywords:** Debt (*Qardh*); Digital Commerce; *Maslahah Mursalah*; Shopee PayLater.

### Introduction

Along with the advancement of internet technology, everyone can access various sites and applications that can be used to make their lives easier. Debt and receivables service or often called information technology-based money lending is one of the financial service providers that brings together lenders and borrowers who utilize electronic media using internet network technology. (Jayanti, 2019)

In Indonesia, debt-receivables services or often referred to as technology-based money lending and borrowing are regulated in the Financial Services Authority Regulation No. 77/POJK.01/2016 concerning Debt, Receivables Services or Information Technology-Based Money Borrowing and Borrowing. Based on POJK No. 77/POJK.01/2016, what is meant by Information Technology-Based Money Lending Services is the implementation of financial services to bring together lenders and borrowers in order to make borrowing agreements in rupiah directly through an electronic system using the internet network (Article 1 number 3 of POJK No. 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services). (Puspito et al., 2022)

No wonder now there are many various online loan platforms that are incorporated into one marketplace. Please note that marketplaces are intermediaries between sellers and buyers in cyberspace. Marketplace sites act as a third party in online transactions by providing a place to sell and payment facilities. It can be said that a marketplace is an online department store, such as Shopee, for example. The shopee application was created in 2009 by Forrest Li and was launched for the first time in Singapore and expanded its network to Malaysia, Thailand, Taiwan, Vietnam, the Philippines and Indonesia.

Indonesia itself is familiar to the ears of the Indonesian people. The ease of shopping offered by Shopee makes many people interested, it is recorded that the Shopee application has the first most web visitors, beating several other marketplaces. Shopee is an application that was officially introduced in Indonesia in December 2015 under the auspices of PT Shopee Internasional Indonesia, Shopee has experienced very rapid development, even until now, this application has been downloaded by more than millions of users. This platform offers a wide range of products, equipped with secure payment methods, integrated loan services and innovative social features to make buying and selling more fun, safe and practical. (Puspitasari, 2025)

One of the latest features on the Shopee application is the SPinjam feature, which is a cash loan feature through the Shopee e-commerce platform. Spinjam is one of the peer to peer lending fintech that collaborates between Shopee as a liaison between borrowers and PT. Lentera Dana Nusantara as a funder. This company has been registered with the OJK with registered number S-1116/NB.213/2018. With peer to peer lending, everyone can give or apply for loans for various purposes, without using the services of banking institutions. In the Spinjam feature, only selected Shopee users can access this feature. The selection of this selected user is the authority of Shopee. So, Shopee has the right to determine who the selected users are who are entitled to enjoy this feature.

The presence of the S-pinjam feature in offering digital-based financial products seems to open new doors for people who want to apply for loans. In contrast to conventional loan services offered by banks or cooperatives, S-Pinjam offers peer to peer lending or online loan products that can be applied for very easily and without complicated requirements. Because of its ease and speed, S-Pinjam has become popular among various generations and is predicted to continue to grow. The loan is disbursed in less than 24 hours, making this feature so fast in gaining popularity and increasingly being used by people of various groups. Unfortunately, behind the convenience and practicality offered, not a few people use this online loan product unwisely. In fact, online loans have interest rates that tend to be high. (Mazaya et al., 2023)

Nowadays, there are a lot of people who use online loans on the shopee loan feature, even among students, especially students of UIN Fatmawati Bengkulu. The use of these loan funds is generally to meet daily needs such as the payment of boarding fees, late remittances from parents, even to buy books and other needs. The use of shopee loans for students has positive sides such as the ease of giving loans just by completing requirements such as having a shopee account, identity card (KTP), valid biodata such as full name, address and active phone number. Having a good transaction history on Shopee can increase the chances of applying for a loan in approval. But behind the convenience there are negative impacts such as being trapped in a debt loop, the tendency to buy goods that are not really needed, and can even become a burden of debt that can cause excessive stress and anxiety.

In essence, Islam understands very well that the person who is in debt is the person in need, therefore it must be helped, not to be burdened with the additional profit that the owner of capital will get. In sharia, it is stated that in achieving benefits, a person must be able to resist all damages that can harm himself and others, namely in order to become rahmatan lil 'alamin for the life of mankind. The presence of fintech in finance should be in line with the goals of sharia, namely the realization or achievement of a noble and prosperous life in this world and the hereafter. (Pudjiraharjo & Muhith, 2019)

Based on the field phenomenon that occurred among students of Uin Fatmawati Sukarno Bengkulu, let's call it S Islamic Religious Education students who borrowed funds from Shopee borrowed an amount of Rp 500,000.00 to pay 1 month of boarding because they had not received a shipment from their parents while they were due to pay the boarding fee. Therefore, the author is interested in studying more deeply about the use of borrowed shoppee, this study aims to analyze whether the use of borrowed shoppee by students of uin fatmawati Sukarno Bengkulu is more likely to bring *maslahah* (benefits) or harms.

## Research Methods

This research is a type of field research *with a* (Abdussamad & Sik, 2021) descriptive qualitative approach. The location of the research was determined in the campus environment of UIN Fatmawati Sukarno Bengkulu, with the main research subject being active students who use the Shopee Pinjam feature. Primary data was obtained directly through *in-depth interviews* with selected informants using purposive sampling techniques to obtain representative data on the reasons for use and perceived financial impact. In addition, observation and documentation are used as primary data support. Secondary data was obtained through a literature study of Islamic legal literature, OJK regulations, and relevant DSN-MUI Fatwa texts. The data analysis technique is carried out through three stages, namely data reduction, data presentation, and conclusion drawn. In particular, the researcher used the analysis of *Maslahah Mursalah* to dissect whether the use of Shopee Pinjam among students is more inclined to the element of protection of needs (*daruriyyat/bajjiyyat*) or actually causes harm (*mufsadat*) that is contrary to sharia principles.

## Literature Review.

### **Qardh; Definition**

Al-Qardh (debt) comes from the word qarada – yaqridhu – qardhan. In its original language, it is Al-Qath'u (cut) or cut off. Whereas in terms of terms is the property that someone gives to another to be returned when he is able. It is named because the money taken by the person who lends cuts off part of his property. Al-Qardh is a loan given to muqtaridh who needs funds and/or money. There are several opinions according to the madhhabs about Qardh, namely. According to the Hanafi Madzhab, Ibn Abidin said that a loan is what one person has and then given to another and then returned in his possession in kindness. According to Madzhab Maliki, Qardh is the payment of something valuable for repayment, no different or proportionate. According to Madzhab Hanbali Qardh is the payment of money to a person who will benefit from it and change according to its equivalent. According to Imam Shafi'i, qardh is transferring ownership of something to someone on the condition that it must be returned. "Qardh is something given to another person that at some point must be returned".(Arif, 2019)

Thus qardh is a contract between two parties where the first party gives money or goods to another party to be used on the condition that the first party returns the money or goods as they were. Debts and receivables are a form of muamalah with the Ta'awwun model or helping other parties meet their needs And in the origin of Islamic teachings, namely the Qur'an and Hadith, as mentioned earlier, it is very strongly referring to the principle of mutual cooperation.

### **Legal Basis**

The legal basis for *Qardh* (charitable loans) in Islam comes from postulates that emphasize the spirit of helping and devotion to Allah through humanity. In the Qur'an, the main foundation of *Qardh* is often associated with the concept of *Qardhan Hasanah* or good loan, as affirmed in Surah Al-Baqarah verse 245. The verse compares giving a loan to a fellow human being in need as a form of "lending to Allah", where Allah promises a double reward for the perpetrator. In addition, the general principle in Surah Al-Ma'idah verse 2 also

strengthens the basis of *Qardh* through the command to help each other in virtue and piety, not in sin or transgression. (Kahar et al., 2022)

Textually in the hadith, the Prophet Muhammad PBUH gave strong legitimacy to this practice as a very noble social charity. In a narration from Ibn Majah, the Prophet PBUH emphasized that the reward of giving a loan is equivalent to half of the almsgiving, while in another narration it is stated that on the night of Isra' Mi'raj, he saw an inscription on the door of heaven stating that the reward of alms is ten times, but the reward of lending is eighteen times. This is because the beggar sometimes still has property, while the borrower is usually really pushed by needs. The hadith narrated by Imam Muslim also strengthens this position by stating that whoever releases one hardship of a believer in the world, then Allah will release from him one hardship on the Day of Resurrection, which directly becomes the basis for Islamic banking and individuals in carrying out *the Qardh contract* for the benefit of the ummah.

Philosophically and practically, the benefits of the *Qardh contract* in the Islamic economic order focus on the social dimension and economic empowerment of the lower society. For the borrower (*Muqtarid*), this contract serves as a rescue instrument to meet the urgent needs or capital of small businesses without being burdened with suffocating interest, thus preventing them from the practice of usury. For lenders (*Muqrid*), both individuals and Islamic financial institutions, the main benefits are the acquisition of jariyah rewards and the strengthening of social solidarity (*ukhuwah Islamiyah*). In the context of Islamic banking, *Qardh* is also useful as a means of customer loyalty and a form of corporate *social responsibility* that can increase the positive image of the institution in the eyes of the public. (Hidayati & Saron, 2019)

Regarding the time limit in *Qardh*, in principle of sharia, this contract does not require any additional costs for delays, but scholars agree that determining the duration of return is very important to maintain legal certainty (*tabayyun*). The repayment deadline is usually agreed at the beginning of the contract based on the borrower's ability and the lender's policy. In the view of the Maliki School, the agreed deadline is legally binding, so lenders are not allowed to collect before maturity unless there is an emergency. On the other hand, if the borrower experiences real financial difficulties when the maturity arrives, the Qur'an commands the granting of a resilient time (*andhira ila maysarah*) or even donating part or all of the loan if indeed the borrower's condition is really not possible, in order to achieve higher benefits.

### **Maslahah Mursalah**

Etymologically, Maslahah Mursalah comes from the word *maslahah* which means benefit or importance, and *mursalah* which means detachment or freedom. In the discourse of ushul fiqh, this concept is defined as a benefit that does not have specific postulates from the Qur'an or Hadith that explicitly command it (*shari'ah*) or prohibit it (*mulghah*). Maslahah Mursalah is based on the principle that Islamic sharia is revealed to realize the welfare of mankind and reject corruption (*jalb al-manafi' wa dar'u al-mafasid*), so that everything that contains real benefits for human life but has not been regulated in detail by the text of revelation can be used as a legal foothold as long as it does not contradict the general principles of religion. (Kholik, n.d.)

In its application, scholars, especially from the Maliki and Hanbali schools, emphasize that Maslahah Mursalah can only be used if it meets certain criteria, namely it must be essential (providing real benefits, not just conjecture), general (concern the interests of the public, not specific individuals), and not colliding with the postulates of *qath'i* that already exists. This concept has become a very dynamic legal instrument in answering the challenges of the times, especially in contemporary issues such as state administration arrangements, public policies, and modern financial transactions. Through this perspective, a new case—such as the use of a digital lending platform—will be assessed based on the balance of benefits and harms to the basic purpose of sharia (*Maqashid as-Sharia*), namely the protection of religion, soul, intellect, descent, and property.

The need for Maslahah Mursalah is rooted in the limited nature of the holy texts of the Qur'an and Hadith, while the dynamics of human problems and the development of the times continue to move without limits. Without this instrument, Islamic law would experience rigidity in answering contemporary problems that are textually not regulated in revelation but are essentially needed by society. Maslahah Mursalah functions as a bridge that connects the ideals of revelation with social reality, so that sharia is still able to provide relevant and applicable solutions in every place and time. (Farih, 2015)

In addition, the existence of Maslahah Mursalah is very crucial to ensure the achievement of the main goal of establishing the law or *Maqashid as-Sharia*, which is to realize welfare and reject all forms of damage. In the context of modern life, many public policies and technological innovations, such as state administrative systems to digital financial services, do not have specific postulates but contain real benefits for the public good. Using the logic of Maslahah Mursalah, Islamic legal thinkers can establish a legal status that favors the protection of religion, soul, intellect, descent, and property, so that every progress of the times remains within the corridor of blessed humanity. Furthermore, this principle is necessary to eliminate difficulties and narrowness in religious life. Islam does not want a burden that exceeds the capacity of its adherents, so when a new situation arises that brings convenience to the masses without violating the basic principles of the faith, Maslahah Mursalah is present to legitimize these benefits.

The division or types of *Maslahah Mursalah* can be viewed from several points of view, but the most fundamental and often used in the analysis of Islamic law is the division based on its level of importance and power in protecting the goals of the Shari'ah (*Maqashid as-Sharia*). Viewed in terms of the level of need, *the first Maslahah Mursalah* is Maslahah Dharuriyyat, which is a primary and very basic benefit for the upright of human life. If this benefit is not fulfilled, then the order of life will be destroyed and happiness in the hereafter will be threatened. This includes the protection of five main elements, namely religion, soul, intellect, heredity, and property. In the context of your research, if a student uses Shopee Pinjam for very urgent educational costs for the sake of the continuity of his studies (maintaining his intellect and future), then it can come into contact with *the aspect of dharuriyyat*. Next is Maslahah Hajiiyyat, which is a benefit that is secondary or needed to provide convenience and eliminate narrowness in life. If this benefit is not realized, people's lives will not be destroyed, but they will experience difficulties and difficulties (*masyaqqab*). An example is the existence of leniency in modern muamalah transactions whose purpose is to make human affairs easier so that they are not rigid. In the case study of Shopee Pinjam, this category emerged when the service was used to support the smooth running of academic activities that were supportive, not the needs of life and death.

The last is Maslahah Tahsiniyyat, which is complementary or complementary benefits related to ethics, beauty, and moral glory. This benefit aims to beautify human life to be more orderly and respectable. If this is not met, it will not cause any significant damage or difficulty, it is just that life feels less than perfect aesthetically and ethically. The use of digital loans that are only to meet lifestyle desires or consumptive trends usually fall into this category, where if done excessively, it has the potential to damage higher benefits at the previous level. Apart from the level of importance, *Maslahah Mursalah* can also be seen in terms of its scope, namely Maslahah Ammah which concerns the interests of the wider community and Maslahah Khassah which only concerns the interests of certain individuals or groups. In formulating laws, scholars always prioritize the public interest over personal interests so that social justice is maintained. (Najib et al., 2025)

## Results and Discussion

### The Use of Shopee Borrowing on the Shopee Marketplace Among Students of UIN Fatmawati Sukarno Bengkulu

Shopee is an online shopping site that can be used by the wider community, including UIN Fatmawati Sukarno Bengkulu. As time goes by, more and more internet users and smartphones, online money loans on the marketplace have become one of the reliable loan services. Online loans are an alternative for people who want to get cash quickly without having to go face-to-face, besides that online loans are also quickly disbursed and without collateral. One of the applications that provides online money lending services is Shopee. The background of the use of Shopee Pinjam among students of UIN Fatmawati Sukarno Bengkulu is dominated by economic factors, especially insufficient remittances and delays in transfers from parents, where most transactions are carried out without the knowledge of parents except in emergency conditions such as parents who stop working. Functionally, the use of this service is divided into two main categories, namely urgent needs (*Dharuriyyat/Hajjiyyat*) such as UKT and boarding money payments, and non-urgent needs (*Tahsiniiyyat*) for daily consumption, buying books, clothes, and simply trying the loan limit feature. Regarding financial discipline, the majority of students show a high level of compliance by paying installments on time to avoid a 5% late fine and account freezing sanctions that can worsen their credit scores. As for return management, students tend to choose a varied tenor of time between one and six months that are adjusted to their respective financial capabilities so that the burden of installments does not burden their monthly cash flow.

The phenomenon of using the Shopee Pinjam feature in the student environment of UIN Fatmawati Sukarno Bengkulu reflects a shift in the way students overcome the gap in personal financial deficits. The main motive behind this action is the limited remittance funds and the irregularity of the transfer schedule from the parents, which are often out of sync with the needs of the cost of living overseas. Interestingly, there is a closed communication pattern, where the majority of students borrow without their parents' knowledge. This indicates that access to digital loans is considered an instant solution to maintain short-term financial independence or simply to avoid communication conflicts with families related to lack of pocket money.

Judging from the aspect of its usefulness, the use of Shopee Pinjam funds by students fluctuates between primary and complementary needs. On the one hand, this service acts as a rescue instrument in *dharuriyyat* (emergency) situations, such as to pay off Single Tuition (UKT) and boarding fees to avoid the threat of dropping out of school or losing their home. But on the other hand, there are also consumptive and experimental uses, where loan funds are used to meet lifestyles such as buying clothes or simply satisfying curiosity about credit limits. This diversity of motives shows that the ease of digital technology provides opportunities for students to get quick liquidity, but at the same time demands moral responsibility and stricter financial management.

In terms of risk mitigation and contract compliance, students tend to have a fairly high awareness of the legal and financial consequences that apply to the platform. Most of the informants tried hard to pay off the loan before it was due to avoid the sanction of a 5% fine which was considered quite burdensome for students' pockets. The choice of tenors varied—ranging from one month to six months—shows that there is a rational calculation effort to keep installments affordable. However, the case of account freezing due to late payments is a stark reminder that financial unpreparedness in dealing with digital loans can lead to long-term losses, namely loss of access to financial services in the future due to poor credit scores.

### **The Use of Shopee Borrowing on the Shopee Marketplace Among Students of UIN Fatmawati Sukarno Bengkulu Maslahah Mursalah's Perspective**

The analysis of Islamic law through the framework of Maslahah Mursalah on the use of Shopee Pinjam by students requires an objective consideration between the benefits (*manfa'ah*) obtained and the damage (*harm*) caused. If referring to the findings of the research, the use of Shopee Pinjam by UIN Fatmawati Sukarno Bengkulu students cannot be punished individually, but must be seen based on the classification of the interests and impacts of the loan.

First, the use of Shopee Pinjam which is included in the category of Maslahah Hajiyyat (secondary needs). This can be seen in the case of students who use loans to pay UKT and boarding fees due to emergency conditions, such as parents who stop working or late salaries. In this context, digital loan services are instruments to maintain the benefits in the form of *Hijzib al-'Aql* (maintaining intellect/education) and *Hijzib an-Nafs* (maintaining life/survival). Without these loans, students are threatened with not being able to continue their studies or losing their homes. Here, the element of maslahah (benefit) is essential because it aims to eliminate the narrowness (*raj'ul haraj*) that is actually experienced by students.

Second, the use of Shopee Pinjam which falls into the category of Maslahah Tahsiniyyat or even leads to Mafsadah (damage). Data shows that there are students who borrow only to try to limit or meet lifestyle needs such as buying clothes and daily consumption which can actually be suppressed. In Maslahah Mursalah's perspective, the use of complementary or consumptive things is considered less strong as a basis for sharia justification, especially because this loan contains elements of a 5% delay fine which is ribawi. When loans are made without an urgent need, the benefits obtained are pseudo-real, while the risk of debt entanglement and mental burden (especially those who borrow without the parents' knowledge) becomes a more real harm.

Third, consideration of Sanctions and Fines. Maslahah Mursalah requires that an action must not be contrary to the basic principles of sharia. The existence of a delay fine of 5% and the risk of freezing the account is a form of *mafsadah* that must be avoided. Although the majority of students pay on time, the existence of this fine legally remains a critical point in the study of sharia economics. Therefore, the benefits of using Shopee Pinjam for students are relative; it becomes a maslahah if used as a last resort in urgent conditions for the sake of smooth study, but turns into a harm if it is done on the basis of lifestyle and inability to manage finances which actually damages the benefit of the student's own property (*Hijzib al-Maal*).

## Conclusion

Based on the results of research and analysis that has been carried out regarding the use of Shopee Pinjam by students of UIN Fatmawati Sukarno Bengkulu in the perspective of Maslahah Mursalah, the following conclusions can be drawn: The use of Shopee Pinjam among students of UIN Fatmawati Sukarno Bengkulu is motivated by two main factors, namely economic desperation factors and consumptive factors. Some students use this service to meet Hajiyyat (important) needs, such as paying UKT and boarding fees due to delays in remittances or the condition of parents who stop working. However, there is also a pattern of use that is Tahsiniyyat (complementary) and experimental, where loans are used for non-urgent daily needs and just try the loan limit feature. The majority of students take loans without their parents' knowledge, which shows that there are efforts to achieve financial independence that are morally and economically risky.

In Maslahah Mursalah's perspective, the use of Shopee Pinjam has a benefit value (*maslahah*) that is casuistic and limited. These benefits are recognized according to sharia if they are used to maintain the smooth running of studies (*Hijzib al-'Aql*) and survival in emergency conditions. However, in principle, this service also contains elements of real damage (*mafsadah*), especially related to the sanction of a delay fine of 5% which leads to the practice of usury and the risk of freezing accounts that damage the reputation of student credit. Therefore, the level of benefit of Shopee Pinloan for students is highly dependent on the accuracy of the purpose of use and the ability to manage returns; If it is used for a consumptive lifestyle, then the harm element is much greater than the benefits obtained.

Overall, the practice of Shopee Pinjam in the student environment of UIN Fatmawati Sukarno Bengkulu shows the dilemma between easy access to digital finance and compliance with sharia principles. Although it helps in a pinched situation, this reliance on late interest-based loans is not entirely in line with the ideals of Maslahah Mursalah which requires the protection of property (*Hijzib al-Maal*) from losses and unjust practices.

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