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Analyzing Hidden Fees in Digital Finance through the Lens of Sharia Economic Law

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Abstract

The practice of hidden fees in digital financial transactions raises issues of fairness and transparency, potentially harming consumers and conflicting with the principles of Islamic economic law. This study aims to analyze the forms and mechanisms of hidden fees in digital financial services, assess their compliance with Sharia principles, and formulate fair cost-transparency strategies that are Sharia-compliant and free of elements of gharar. This research uses a normative legal research method with a qualitative approach through literature studies from secondary sources such as laws and regulations, fatwas from DSN-MUI, books, and related scientific journals. The results of the study show that hidden fees arise due to information asymmetry between service providers and users, weak standards of cost disclosure, and non-compliance with the principle of clarity in contracts (ijarah). This practice contains elements of gharar and tadlis, which render the contract legally defective under Sharia law. Theoretically, this study contributes to the development of contemporary Islamic contract law by demonstrating that the classical concept of ujrah ma'lumah (known compensation) must be reinterpreted in the digital context through mandatory real-time disclosure mechanisms. Practically, the findings reveal that transparency is not merely a regulatory compliance issue, but a fundamental requirement for the validity of ijarah contracts in digital transactions, thereby affecting the legal status of millions of fintech transactions in Indonesia. This study introduces the Sharia-Compliant Transparency Framework for Digital Finance as a novel integrated model combining maqāṣid al-syarī'ah approach, multi-stakeholder governance, and technology-based supervision (suptech) to strengthen Sharia compliance and consumer protection in digital transactions. Therefore, a comprehensive strategy is required in the form of strengthening regulations, implementing the principle of full disclosure, strict Sharia supervision, and enhancing Sharia-based digital financial literacy to ensure justice and transparency in digital financial transactions in Indonesia.

INTRODUCTION

The increasing and consistent use of e-wallets or digital wallets reflects that these platforms have become an essential element in shaping the lifestyle of Indonesian society amid a rapidly digitalizing environment.[1] With adoption rates approaching 100% in 2023, it can be concluded that most digital transactions today are conducted through e-wallets as the primary payment method.[2] Bank Indonesia continues to promote the use and implementation of non-cash transactions through electronic money. The institution collaborates with several related agencies to encourage cashless transactions, aiming to reduce the use of physical cash and move toward a "less-cash society." According to the Governor of Bank Indonesia, the use of non-cash transactions can reduce the circulation of physical currency in Indonesia and support the creation of a society that relies less on cash.[3]

One of the most significant innovations in recent years is the use of electronic wallets or e-wallets as digital transaction tools. According to Bank Indonesia Regulation Number 18/40/PBI/2016, digital services used to store payment instrument data—such as payment cards and/or electronic money—are defined as electronic wallets. These services can also function as a place to store funds to facilitate payments. E-wallets enable users to make payments and transfer funds electronically, and they have become an increasingly popular alternative to traditional payment methods such as cash.[4]

Advancements in digital technology have transformed the way people conduct financial transactions. Today, payments can easily be made through smartphone applications, from money transfers and bill payments to online shopping. This era of financial digitalization has fundamentally changed how consumers interact with financial services. Such changes are marked by the rapid growth of digital payment platforms, online banking services, and financial technology (fintech) applications that promise convenience, speed, and transparency.[5] However, behind this convenience lies a growing concern: the widespread practice of hidden fees in financial transactions, which has become increasingly harmful to consumers.

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[1] Bank Indonesia, "Statistik Sistem Pembayaran Dan Infrastruktur Pasar Keuangan" (jakarta, 2023).
[2] Databoks, "Penetrasi Dompet Digital Di Indonesia Capai 98% Pada 2023," n.d.
[3] yunita sopiana chrysilla zada, "Penggunaan E-Wallet Atau Dompet Digital Sebagai Alat Transaksi Pengganti Uang Tunai Bagi UMKM Dikecamatan Banjar Masin Tengah," *Ilmu Ekonomi Dan Pembangunanan* 4, no. 1 (2021): 251–268.
[4] Berty Banutama et al., "Keputusan Penggunaan E-Wallet Sebagai Alat Transaksi Digital: Sebuah Kajian Literatur 2012-2023," *Jurnal Ilmiah Akuntansi Dan Keuangan (JIAKu)* 3, no. 4 (2024): 302.
[5] Elisabeth Carolina, "Digital Payments in Indonesia: A Cultural Shift," *The Jakarta Post*, 2025, https://www.thejakartapost.com/business/2025/08/27/digital-payments-in-indonesia-a-cultural-shift.html.

Hidden fees are defined as additional charges that are not clearly or transparently disclosed to consumers at the beginning of a transaction but are later imposed during the payment or billing process. This practice not only causes direct financial losses to consumers but also undermines public trust in the financial system and hampers sustainable financial inclusion. In many cases, users do not realize they are being charged such fees. For example, when a person transfers money from a bank to an e-wallet through an application, the transaction may initially appear free, but an undisclosed deduction may later be applied.

This phenomenon is not only a matter of consumer protection but also touches on normative principles in Islamic economic law. In Islamic jurisprudence, every contractual agreement must be based on the principles of justice (al-ʻadl), clarity (al-wudhūḥ), and honesty (as-ṣidq). The lack of transparency regarding fees creates elements of gharar (uncertainty) and tadlīs (deceptive concealment), which can render a contract legally flawed. Thus, the issue of hidden fees is not merely a technical economic problem but also a violation of fundamental principles of contractual fairness within the Islamic financial system.[6]

Literature Review

The practice of hidden fees can be analyzed through two foundational concepts in *fiqh muʿāmalah*: *gharar* (uncertainty) and *tadlīs* (deceptive concealment). Imam al-Qarafi defines *gharar* as "uncertainty regarding the existence of the contractual object or the ability to deliver it." In the modern context, al-Suwailem expands this definition into "uncertainty deliberately used to exploit the other party" (*gharar al-fāḥish*).[7] Hidden fees contain elements of *gharar* because they create uncertainty regarding the total cost of a transaction. Users cannot precisely calculate how much they will spend in a given transaction due to incomplete disclosure of fees from the outset. This uncertainty is not only technical but also structural, as it is intentionally embedded within digital platform systems. This aligns with the category of *gharar fāḥish* (excessive uncertainty), which—according to the majority of scholars—invalidates a contract.

The Hanafi school emphasizes that *ujrah* must be *maʻlūm* (explicitly known) in terms of its amount, type, and timing of payment. Imam al-Kasani, in *Badāʾiʿ al-Ṣanāʾiʿ*, states that uncertainty regarding *ujrah* can cause *fasād* (defectiveness in a contract) because it contains elements of *gharar*. In the context of digital transactions, the Hanafi school would

[6] J. Puspita Sari, I., Anggraini, R., & Hendra, "Mekanisme Ijarah Dalam Perspektif Syariah: Kejelasan, Keadilan, Dan Implikasi Hukum," *Pendidikan Tambusai*, 2024.
[7] Sami Al-Suwailem, "Decision-Making under Uncertainty: An Islamic Perspective," *Islamic Economic Studies* 6, no. 1 (1998): 39–58.

reject the practice of hidden fees because it violates the requirement of *ma'lūmiyyat al-ujrah* (clarity of compensation). Meanwhile, the Shafi'i school adopts an even stricter approach regarding clarity in contracts. Imam al-Nawawi, in *al-Majmūʿ*, emphasizes that every element of a contract must be clear and free from *jahālah* (ambiguity). This school requires that *ujrah* (fees) be explicitly stated, and no additional charges may be imposed without prior agreement. Therefore, hidden fees clearly contradict the principle of contractual clarity upheld by the Shafi'i school.

Hidden fees also frequently occur due to the lack of awareness or negligence of digital financial service providers in fulfilling essential standards of fairness and transparency. A study by Dini Amalina, written as an undergraduate thesis titled *"Legal Protection for Consumers Against the Loss of Server-Based Digital Balances on the DANA Fintech Application in Relation to Law Number 8 of 1999 on Consumer Protection,"* differs from the current study in scope. Previous research has mainly focused on consumer protection concerning financial losses such as disappearing balances in e-wallet applications, highlighting the need for legal safeguards against the loss of user funds in digital payment systems.[8]

This practice directly threatens *ḥifẓ al-māl* (protection of property), one of the *maqāṣid ḍarūriyyāt*. The protection of property in Islam not only encompasses preventing theft or unlawful seizure but also protecting individuals from unjust or non-transparent methods of taking their wealth. The Prophet Muhammad (peace be upon him) said, "The property of a Muslim is not lawful except with his consent" (Narrated by Ahmad). In the digital context, the protection of property acquires new and more complex dimensions. Ibn Ashur, in *Maqāṣid al-Sharīʿah al-Islāmiyyah*, explains that property protection covers three aspects: (1) protection of ownership (*ḥifẓ al-milk*), (2) protection from unlawful appropriation (*ḥifẓ min al-ghaṣb*), and (3) protection within transactions (*ḥifẓ fī al-muʿāmalāt*). Hidden fees violate the third aspect by taking users' wealth through non-transparent transaction mechanisms.

The *maqāṣid* approach provides strong normative justification for strict regulation regarding fee transparency in digital transactions. If the objective of the Sharia is to protect property and ensure justice in transactions, then regulations mandating full fee disclosure align with *maqāṣid al-sharīʿah*.[9] In fact, under certain circumstances, such regulations become obligatory from the perspective of *fiqh siyāsah* (Islamic constitutional

[8] Dini Amalina, "Perlindungan Hukum Terhadap Konsumen Atas Hilangnya Saldo Digital Berbasis Server Pada Aplikasi Fintech Dana Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" (2024), https://digilib.uinsgd.ac.id/94763/.
[9] M. Umer Chapra, *Islam Dan Tantangan Ekonomi, Terj. Ikhwan Abidin Basri*, ed. Gema Insani Press (Jakarta, 2000).

law) because they fall under *siyāsah sharʿiyyah*, which aims to protect the public interest (*maṣlaḥah ʿāmmāh*).[10]

Although previous studies provide valuable insights into hidden fees, several aspects remain underexplored. The issue of hidden fees has become increasingly urgent for several reasons. First, it has significant financial consequences for users, especially for those who engage in frequent transactions. Preliminary survey data suggest that active users of digital financial services in Indonesia may lose between IDR 200,000 and IDR 500,000 annually due to various hidden fees. Second, this practice can erode public trust in the digital financial ecosystem, ultimately hindering the achievement of national financial inclusion goals. Third, hidden fees create inequity, particularly for low-income communities that are more sensitive to additional charges.

Scientifically, this article offers novelty by comprehensively examining the phenomenon of hidden fees in digital financial transactions from the perspective of Islamic economic law, particularly within the framework of the *ijarah* contract. This specific approach has not been widely discussed, thus providing new insights into the discourse on fairness and transparency in Sharia-based digital transactions. This study also seeks to identify the factors influencing the practice of hidden fees and to formulate policy recommendations for supervision and consumer rights protection based on Sharia principles.

The main issues examined in this research are: (1) How do hidden fees occur in digital financial transactions? (2) How does Islamic economic law evaluate the practice of hidden fees? and (3) What strategies can be implemented to ensure fee transparency in Sharia-based digital transactions in accordance with the principles of justice and the prohibition of *gharar*? The proposed hypothesis is that hidden fees in digital financial transactions potentially violate the principles of justice and clarity in *ijarah* contracts, and that strict regulation and oversight are required to ensure Sharia compliance.

METHODS

This study employs a normative legal research method to examine the issue of hidden fees in digital financial transactions from the perspective of Islamic economic law. Normative legal research is conducted by exclusively reviewing literature or secondary data, which includes studies on legal principles, legal systematics, and comparative law. This research is descriptive-analytical, systematically and comprehensively presenting the phenomenon of hidden fees in digital financial transactions and subsequently

[10] Jaih Mubarok, *Kaidah Fiqh Sejarah Dan Kaidah Asasi*, ed. RajaGrafindo Persada (jakarta, 2002).

analyzing it using the principles of Islamic economic law to clarify legal status and provide appropriate legal solutions.

This research is qualitative in nature and adopts a library research design.[11] A qualitative approach is chosen because this study seeks to understand and analyze the underlying meaning behind the practice of hidden fees in digital financial transactions based on the Islamic economic law perspective, rather than relying on numerical or statistical calculations. The library research approach is carried out by collecting data from various written sources such as books, scholarly journals, articles, official reports, and relevant academic works. This study applies source triangulation by integrating data from three main categories: (1) classical fiqh authorities such as the works of al-Qarafi, Ibn Qudāmah, and al-Suwailem; (2) contemporary fatwas and regulations, including DSN-MUI Fatwa No. 09/2000 on *Ijarah* and Bank Indonesia Regulation No. 20/6/PBI/2018 on electronic money; and (3) modern academic studies. This approach ensures that the legal analysis is not merely normative but also grounded in a strong epistemological foundation rooted in the fiqh tradition and modern regulatory practices.

The scope of this study focuses on digital financial transactions structured under the *ijarah* contract, particularly within digital services such as e-wallets and Islamic fintech. This research does not examine other contracts in depth, such as *wakālah bi al-ujrah* or *qardh*, in order to maintain analytical clarity on the determination of *ujrah* (service fees) and its legal implications for the validity of *ijarah* contracts within digital systems. Through this approach, the study does not conduct field research or interviews with direct subjects; instead, it emphasizes conceptual and analytical examination of available documents and literature. This method allows the research to provide an in-depth understanding of hidden fees in digital financial transactions and assess the extent to which such practices align with or contradict principles of Islamic economic law, including justice, transparency, the prohibition of *gharar*, and the prohibition of *riba*.

Within its legal analysis framework, this study employs an analytical structure based on *maqāṣid al-sharīʿah* and *ijtihād qiyāsī*. The *maqāṣid al-sharīʿah* approach is used to evaluate the extent to which hidden fees in digital transactions align with the primary objectives of Islamic law, particularly the protection of wealth (*ḥifẓ al-māl*) and transactional justice (*taḥqīq al-ʿadl*). Meanwhile, *ijtihād qiyāsī* is used to establish legal analogies between modern hidden fees and classical forms of *gharar* or *tadlīs*, taking into account contemporary digital contexts. This analysis also incorporates the principle of *istiḥsān* (juristic preference for public interest) in formulating more applicable policy

[11] Lexy j. moleong, *Metodologi Penelitian Kualitatif Edisi Revisi* (Remaja Rosdakarya, 2014).

recommendations for the Sharia-based digital financial industry. Data are collected through library research by inventorying, identifying, and classifying legal materials relevant to the research topic. The data are analyzed using qualitative methods with a descriptive-analytical approach through several steps: legal inventory to collect and catalog all relevant legal materials; systematization to organize these materials systematically according to hierarchy and chronology; synchronization to analyze vertical and horizontal consistency among regulations; interpretation to clarify legal provisions that remain abstract or open to multiple interpretations; and evaluation to assess the effectiveness of existing regulations from the perspective of Islamic economic law.

RESULTS AND DISCUSSION

1. Hidden Fees in Digital Financial Transactions

In the context of digital financial services in Indonesia, hidden fees are frequently found across various platforms such as digital wallets (e-wallets), mobile banking, and peer-to-peer lending services. This phenomenon reflects a significant information asymmetry between service providers and users, where users do not have full access to information regarding the fees that may arise in their transactions. Such practices not only cause economic losses for consumers but also undermine public trust in the digital financial system.

Regulators in Indonesia have highlighted these practices. The Financial Services Authority (OJK), in a 2019 press release, stated that there were numerous public complaints regarding hidden fees in fintech lending applications, particularly undisclosed late payment penalties.[12] Similarly, Bank Indonesia (BI), through Bank Indonesia Regulation No. 20/6/PBI/2018 on electronic money, emphasized that every operator is required to disclose all fee-related information in writing, in a manner that is easily accessible and understandable to users.[13] However, in practice, not all platforms comply with these provisions, especially those that do not yet have an official license or are still in the process of registering as payment system operators.[14]

[12] otoritas jasa Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 77/Pojk.01/2016 Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi" (2016).
[13] Bank Indonesia, "Peraturan Bank Indonesia No. 20/6/PBI/2018 Tentang Uang Elektronik" (2018).
[14] otoritas Jasa Keuangan, "OJK Dan Bareskrim Polri Sepakat Berantas Fintech Peer-To-Peer Lending Ilegal Dan Investasi Ilegal," ototritas jasa keuangan, 2019, https://www.ojk.go.id/id/berita-dan-kegiatan/siaran-pers/Pages/Siaran-Pers-OJK-dan-Bareskrim-Polri-Sepakat-Berantas-Fintech-Peer-To-Peer-Lending-Ilegal-dan-Investasi-Ilegal.aspx.

In the broader digital finance landscape, hidden fees are found in almost all services, including digital wallets, digital banking, cross-border transfer services, and online investment and financing platforms. For example, some users encounter passive account maintenance fees or administrative deductions when topping up balances through certain channels, such as specific bank debit cards or virtual accounts with additional charges. These fees are often not explicitly displayed on the main application pages but are instead buried within the terms and conditions that users rarely read.[15] In digital banking services, hidden fees may include interbank transfer fees, foreign currency conversion fees that do not reflect market rates, and digital card management fees that appear in transaction statements.

Moreover, digital business models operating on a "freemium" or zero-cost entry basis often become sources of hidden charges. Some applications offer their core services for free but impose additional fees when users perform actions such as withdrawing balances, expediting transactions, or accessing extra reports.[16] In the OECD *Competition Assessment Reviews: Indonesia* (2021), this practice is referred to as a drip-pricing strategy, in which additional fees appear gradually throughout the transaction process, preventing users from understanding the total cost upfront. This phenomenon is also evident in digital lending services (fintech lending), where service providers frequently impose additional charges such as "platform administration fees" or "system service fees," which are deducted directly from the loan amount before it is disbursed to borrowers. As a result, the net loan received is lower than the amount initially agreed upon.[17]

Table 1. Classification of Hidden Fees and Violations of Sharia Principles

Type of Hidden Fee	Form of Practice	Violation of Sharia Principles	Legal Category	Impact on Users
Hidden top-up fees	Undisclosed deductions during bank-to-e-wallet balance top-up	*Gharar* (uncertainty), *tadlīs* (concealment of information)	Defective contract (*fāsid*)	Direct financial loss

[15] Otoritas Jasa Keuangan, "Kajian Perlindungan Konsumen Sektor Jasa Keuangan: Perilaku Konsumen Dan Pelaku Usaha Fintech" (jakarta, 2020).
[16] Nugroho Adi Saputro dan Slamet Riyadi, "Analisis Model Bisnis Freemium Dalam Aplikasi Keuangan Digital Di Indonesia," *Ekonomi Dan Bisnis Islam* 4, no. 2 (2022).
[17] Hadri Kusuma dan Fajar Kurniawan, "Praktik Biaya Tersembunyi Dalam Fintech Lending: Analisis Perlindungan Konsumen," *Hukum Ekonomi Syariah* 2, no. 1 (2023): 67–84.

Cash withdrawal fees	Withdrawal charges that vary by time/amount without clear disclosure	*Gharar fāhish* and *jahālah* (lack of clarity)	Invalid contract	Uncertainty in transaction costs
Platform administration fees (fintech lending)	Direct deductions from the loan before disbursement	*Tadlīs* and *ẓulm* (injustice)	Hidden *ribā*	Net loan amount lower than agreed
Hidden exchange rate markups	Non-transparent exchange rate differences in foreign currency transfers	*Gharar* and *ghabn* (price injustice)	Invalid contract	Losses in currency conversion
Unclear late-payment penalties	Penalties not disclosed at the beginning of the contract	*Tadlīs*, *ribā*, and *jāhiliyyah* practices	Defective contract	Excessive financial burden
Passive account maintenance fees	Monthly deductions from inactive accounts without notification	*Tadlīs*, *akl al-māl bi al-bāṭil* (unlawful consumption of wealth)	Violates *ḥifẓ al-māl*	Balance reduction without consent

2. Review of Islamic Economic Law on the Practice of Hidden Fees

From the perspective of Islamic economic law, the practice of hidden fees in digital financial transactions contradicts several foundational principles. The principles of transparency (*al-wuḍūḥ*) and honesty (*al-ṣidq*) are essential pillars of Islamic economic transactions, requiring both parties to disclose all information fully and truthfully.[18] The presence of hidden fees becomes problematic because it violates the principles of transparency and justice (*al-'adl*), which must be upheld in every economic agreement. Islamic law emphasizes clarity and honesty in *mu'āmalah* contracts so that deception (*tadlīs*) and uncertainty (*gharar*) do not occur in any transaction.[19]

[18] Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori Ke Praktik* (jakarta: gema insani press, 2001).
[19] Muhammad Yazid, *Fiqh Muamalah Ekonomi Islam* (Imtiyaz, 2017).

According to al-Suwailem, *gharar* in the modern context can be understood as deliberately engineered uncertainty intended to exploit the other party, which is clearly reflected in the practice of hidden fees. Within the framework of the *ijarah* contract—which underlies many digital financial services—transparency of *ujrah* (fees or compensation) is a requirement for the contract's validity.[20] In the Hanafi school, *ujrah* in an *ijarah* contract must be clearly known to both parties, including its amount and payment schedule. Hidden fees in digital financial services may therefore be classified as *majhūl al-ujrah* (unknown or unclear compensation), which invalidates the *ijarah*. Contemporary scholars such as Dr. Wahbah al-Zuhayli emphasize that in modern *ijarah* contracts—including digital services—all fees imposed on the *musta'jir* (user) must be clearly explained prior to the conclusion of the contract.

In addition, hidden fees also contradict the principle of justice (*al-'adl*) in *mu'āmalah*, which requires that every transaction uphold fairness for all involved parties. Ibn Qudāmah, in *al-Mughnī*, explains that justice in transactions includes ensuring balanced information between contracting parties, preventing exploitation arising from ignorance. Thus, from the perspective of Islamic commercial jurisprudence, hidden fees violate not only the technical aspects of the *ijarah* contract but also the ethical spirit of justice, which is a core objective of Islamic law in regulating economic relations.

Ijarah refers to a contract for the transfer of the right to use goods or services in exchange for rental payment, without transferring ownership of the underlying asset. This aligns with DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 on *Ijarah Financing*, which defines *ijarah* as a contract transferring the right of use (*manfa'ah*) for a specified period in exchange for rental payment, without transferring ownership. Hidden fees—additional charges not disclosed at the outset—contradict the requirement of *ujrah* clarity in *ijarah* contracts. One of the conditions for a valid *ijarah* is that the compensation must be known in precise amount, form, and timing from the beginning of the contract. If the compensation is unclear or concealed, the contract contains *gharar* and may be invalid under Islamic law.[21]

In digital financial services, most platforms operate based on *ijarah*, wherein users lease technological services and infrastructure provided by the platform.[22] According to the majority of classical jurists, an *ijarah* contract is valid only if its pillars and conditions

[20] Adiwarman A. Karim, *Bank Islam: Analisis Fiqih Dan Keuangan*, 4th ed. (jakarta: Raja Grafindo Persada, 2008).
[21] DSN-MUI bersama BI, *Himpunan Fatwa Dewan Syariah Nasional Untuk Lembaga Keuangan Syariah,* (jakarta, 2001).
[22] H. Hendi Suhendi, *Fiqh Muamalah*, 1st ed. (jakarta: RajaGrafindo Persada, 2014).

are fulfilled, including the requirement that *ujrah* (service fees) to be paid by the *musta'jir* must be clearly defined. In digital contexts, *ujrah* may include transaction fees, administrative fees, or subscription-based service charges. However, hidden fees obscure the clarity of *ujrah*, potentially rendering the underlying *ijarah* contract invalid.

A comparative analysis of the schools of Islamic jurisprudence on *ujrah majhūlah* (uncertain or undefined compensation) reveals a shared emphasis on clarity, though with varying degrees of flexibility. The Hanafi school distinguishes between *fāsid* (defective but correctable) and *bāṭil* (invalid) contracts, allowing rectification if clarification is provided before performance begins. The Shafi'i school adopts the strictest approach, rejecting even minimal ambiguity concerning essential contract elements such as *ujrah*. The Maliki school allows some flexibility based on *'urf* (customary practice), yet prohibits any arrangement that results in *ḍarar* (harm). The Hanbali school follows a position similar to that of the Shafi'i school but stresses *sadd al-dharā'i* (blocking avenues to exploitation). In the context of modern digital transactions, all four schools would reject hidden fees because they violate the principle of clear *ujrah* and open pathways to injustice. Ibn Rushd, in *Bidayat al-Mujtahid*, affirms that compensation in *ijarah* must be *ma'lūm* (known), *muqaddar* (measurable), and *ḥalāl*. Hidden fees clearly violate the criterion of *ma'lūm*, as they are unknown to the user at the time the contract is concluded.

The Indonesian National Sharia Council (DSN-MUI) has issued several fatwas relevant to the principles of transparency in digital transactions:

a. DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017 on Sharia Electronic Money.

This fatwa affirms key transparency requirements,[23] All fees charged to users must be clearly disclosed in the contract (Art. 3.4). Issuers must provide clear information concerning rights, obligations, and risks (Art. 4.1). No elements of *gharar*, *maisir*, *ribā*, *ẓulm*, or unlawful objects may be present (Art. 2.1).

Case Analysis: If a digital wallet platform charges a 1% top-up fee without informing users from the outset, this clearly violates Fatwa No. 116 because it fails to meet transparency requirements. The contract becomes invalid as it contains *tadlīs* and *gharar*.

b. DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 on Ijarah Financing

This fatwa stipulates: *Ujrah* must be clearly stated in amount and timing. [24] The object of *ijarah* must be fully specified. Fees that cannot be predicted by the user or appear suddenly without prior notification invalidate the contract.

[23] Dewan Syariah Nasional-Majelis Ulama Indonesia, "Fatwa Dewan Syariah Nasional-Majelis Ulama Indonesia Nomor 116/DSN-MUI/IX/2017 Tentang Uang Elektronik Syariah" (jakarta, 2017).
[24] DSN-MUI, *Fatwa Dewan Syariah Nasional No. 09/DSN-MUI/IV/2000 Tentang Pembiayaan Ijarah.* (Jakarta, 2000).

Case Analysis: A fintech platform that advertises free transfer services but later deducts undisclosed administrative fees violates the clarity-of-*ujrah* requirement. Under this fatwa, all components of *ujrah* must be disclosed from the beginning, and failing to do so renders the *ijarah* contract invalid.

3. Strategies for Ensuring Cost Transparency in Sharia-Based Digital Transactions

Developing a comprehensive strategy to ensure cost transparency in Sharia-compliant digital financial transactions has become an urgent necessity, particularly in line with the rapid growth of the Islamic fintech industry in Indonesia. This strategy must involve multiple stakeholders and be grounded in a thorough analysis of existing strengths, weaknesses, opportunities, and threats.

Table 2. SWOT Analysis of Implementing Cost Transparency in Indonesia's Sharia Fintech Industry

Strengths	**Weaknesses**
Existing regulatory framework (PBI, POJK, DSN-MUI Fatwas), high digital penetration (98% e-wallet adoption), government commitment to Islamic financial inclusion, credible authority of DSN-MUI, and continuously developing technological infrastructure.	Weak enforcement of transparency regulations, gaps between fatwa and practical implementation, low digital Sharia financial literacy (only 38% of the population), lack of standardized cost disclosure across platforms, and a limited number of Sharia supervisors with digital expertise.
Opportunities	**Threats**
Growth of the global Islamic fintech market, increasing public awareness of consumer rights, development of regtech and suptech technologies, regional cooperation (ASEAN, OIC) in standardization, global trends toward transparent pricing, and potential best practices from Malaysia, UAE, and Bahrain.	Industry resistance to strict regulations, complexity of the evolving digital ecosystem, hidden fees embedded in standard business models, limited supervisory capacity of OJK and BI, competition with less-regulated conventional fintech companies, and regulatory arbitrage risks.

The implementation of cost-transparency strategies can be carried out through a systematic and phased approach. In the first phase—the first year of implementation—the primary focus is establishing a strong regulatory foundation. This phase includes

refining OJK and BI regulations on cost disclosure, setting minimum transparency standards by DSN-MUI, and forming a multi-stakeholder task force to monitor implementation.[25] This phase provides the legal and structural basis for subsequent stages.

The second phase, occurring from the first to the second year, focuses on standardization and education. During this stage, a standardized cost disclosure format will be developed for all Sharia fintech platforms, national Sharia digital financial literacy programs will be launched, and Sharia Supervisory Boards (DPS) will receive training in digital technologies.[26] Standardizing disclosure formats is crucial to ensure consistency of information for users across platforms, while educational programs aim to increase public awareness and understanding of their rights as consumers of Sharia digital financial services.

The third phase, spanning the second to the third year, emphasizes implementation and active supervision. During this period, transparency standards become mandatory for all registered platforms, supported by the development of technology-based supervisory systems (suptech) to enable real-time monitoring. Gradual sanctions will be imposed on non-compliant platforms, ranging from warnings and administrative fines to license revocation for serious violations. The use of technology in supervision enables regulators to detect violations more quickly and accurately.

The fourth phase, beginning in the third year and beyond, involves evaluation and continuous improvement. This stage includes periodic assessments of implementation effectiveness, regulatory adjustments based on technological developments and international best practices, and the development of an innovation framework that accommodates the evolving dynamics of financial technology.[27] Such evaluations are essential to ensure that regulations remain relevant and effective in addressing emerging challenges.

Each stakeholder plays a critical role. The Financial Services Authority (OJK) serves as the central regulator and supervisor of Indonesia's fintech industry. OJK is responsible for establishing and enforcing mandatory cost-disclosure standards for all digital financial service providers and imposing strict sanctions for violations.[28] OJK also

[25] Otoritas Jasa Keuangan, "Roadmap Pengembangan Keuangan Syariah Indonesia 2023-2027" (jakarta, 2023).
[26] L.D. ramma, H, G. & PARKER, "Audit And Governance In Islamic Banks: Selection And Training Of Shariah Advisors," *Of Islamic Accounting and Business Reseach* 4, no. 1 (2013): 4–42.
[27] Bank Negara Malaysia, *Financial Technology Regulatory Sandbox Framework* (kuala lumpur, 2016).
[28] Bank Negara Malaysia, *Value-Based Intermediation: Strengthening the Roles and Impact of Islamic Finance* (kuala lumpur, 2017).

conducts regular on-site and off-site inspections to ensure compliance. Furthermore, it must strengthen regtech and suptech infrastructure, similar to Malaysia's Financial Technology Enabler Group (FTEG). OJK functions not only as a supervisor but also as a facilitator that brings together industry players, academics, and consumers to formulate broadly accepted best practices.

The National Sharia Council–Indonesian Ulema Council (DSN-MUI) acts as the Sharia authority that provides religious legitimacy for digital financial practices. DSN-MUI is responsible for issuing more specific and relevant fatwas on cost transparency in digital services, including determining reasonable tolerance limits for gharar in modern contexts.[29] DSN-MUI must also oversee Sharia Supervisory Boards (DPS) in all digital financial institutions to ensure consistent implementation of fatwas. Additionally, DSN-MUI needs to develop specialized Sharia audit guidelines for digital transactions and collaborate with regional Sharia bodies such as AAOIFI in Bahrain to harmonize international standards, enhancing global recognition of Indonesia's Sharia framework.

Sharia fintech companies, as business actors, have direct responsibility for applying transparent cost structures. They must adopt full-disclosure principles by presenting complete, clear, and easily accessible cost information at every stage of the transaction before final confirmation. Platforms need to adopt user-interface technologies that help users understand cost structures, such as automated cost calculators and real-time notifications of all applicable charges. Fintech companies must also conduct regular internal and external audits to ensure compliance with applicable Sharia and regulatory standards. Participation in consumer education programs and digital Sharia financial literacy initiatives is also an essential aspect of their corporate social responsibility.[30]

Users of digital financial services play an important role as monitors who report practices inconsistent with transparency principles. Consumers must improve their digital Sharia financial literacy by participating in educational programs provided by OJK, DSN-MUI, and related institutions.[31] They should carefully read the terms and conditions, including fee structures, before agreeing to any transaction. A critical and proactive attitude in reporting hidden fees or other non-transparent practices through available regulatory complaint channels is crucial to creating a deterrent effect for violators. Consumers can also support transparent platforms by choosing services that

[29] Dewan Syariah Nasional-Majelis Ulama Indonesia, "Fatwa Dewan Syariah Nasional-Majelis Ulama Indonesia Nomor 116/DSN-MUI/IX/2017 Tentang Uang Elektronik Syariah."
[30] A.S. najib, M & rini, "Sharia Compliance, Islamic Corporate Governance Dan Fraud Pada Bank Syariah," *Jurnal Akuntansi Dan Keuangan Islam* 4, no. 2 (2016): 131–46.
[31] otoritas jasa Keuangan, "Survei Nasional Literasi Dan Inklusi Keuangan 2022" (jakarta, 2022).

comply with Sharia principles, creating market incentives for companies to maintain transparency.

The implementation of this integrated strategy is expected to transform Indonesia's Sharia fintech ecosystem into one that is more transparent, fair, and aligned with Islamic principles. Cost transparency is not merely a regulatory obligation but a manifestation of core Islamic values such as honesty (as-ṣidq), justice (al-'adl), and the protection of wealth (ḥifẓ al-māl). With strong support from all stakeholders and lessons learned from international best practices, Indonesia has the potential to become a regional model for implementing cost transparency in Sharia-based digital financial transactions.

CONCLUSION

This study concludes that hidden fees in digital financial transactions create cost ambiguity that harms consumers economically and contradicts the foundational principles of Islamic economic law. Such practices arise from weak regulatory enforcement, the complexity of digital payment systems, and limited awareness among operators regarding their disclosure obligations. From the perspective of fiqh muamalah, hidden fees constitute elements of *gharar* (uncertainty) and *tadlis* (concealment or deception), potentially invalidating contracts such as *ijarah*, which require clarity in compensation (*ujrah*). Accordingly, hidden fees represent not only a business ethics issue but also a violation of the principles of justice (*al-'adl*) and honesty (*as-sidq*) that underpin Islamic economic transactions. Legally, hidden fees contravene Indonesia's Consumer Protection Law (Law No. 8/1999), which mandates accurate, clear, and truthful information for consumers, as well as regulatory frameworks such as POJK No. 77/2016 and PBI No. 20/6/PBI/2018 that reinforce transparency obligations for digital finance operators. Despite these regulations, practical implementation remains limited due to the lack of standardized disclosure across platforms. From an Islamic economic law perspective, hidden fees undermine contractual validity by obscuring essential cost components that must be agreed upon from the outset, thereby violating the objectives of *maqāṣid al-sharī'ah*, particularly the protection of wealth (*hifz al-mal*). This study contributes to the development of modern Islamic economic law by integrating *maqāṣid* principles and classical fiqh analysis into the context of digital transactions, offering a relevant analytical model for cost transparency and regulatory oversight. The study recommends the development of technology-based digital sharia audits, national cost-transparency standards, and broader literacy programs for users and industry actors. Future research may empirically assess the effectiveness of transparency mechanisms across Islamic fintech platforms and develop data-driven audit frameworks. Ultimately,

promoting transparency in digital financial services is essential to building an ethical, fair, and sharia-compliant digital finance ecosystem.

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