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Sharia Economic Law Perspective on the Contractual Use of Indonesian Standard QR Code (QRIS) in Digital Transactions

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Abstract
This study examines the validity of contracts in the Indonesian Standard Quick Response Code System (QRIS) from the perspective of Islamic economic law, as a response to the epistemological challenges of digital transformation to classical contract theory. The digitalisation of economic transactions has introduced new complexities in the application of the pillars and conditions of contracts as understood within the framework of conventional fiqh muamalah, thus requiring a conceptual reinterpretation of the ijab-qabul mechanism, the concept of majlis al-'aqd, and the validity of non-verbal contract forms. The emergence of QRIS as a national payment standard developed by Bank Indonesia is not only a technological innovation in supporting financial inclusion and economic digitalisation, but also raises fundamental questions about the validity of multi-party contract structures in the digital payment ecosystem in accordance with sharia principles. This study uses a descriptive qualitative method with a field research approach that integrates inductive thematic analysis, document review based on the fiqh muamalah framework, and structured participatory observation. Data were obtained through in-depth interviews with business actors who use QRIS, Muslim consumers, and muamalah academics, and were reinforced with literature related to Islamic economic law and Bank Indonesia regulations. The results of the study indicate that the main contract formed in QRIS transactions is a sale and purchase contract (ba'i), while additional contracts include wakalah between business actors and service providers, as well as ijarah in the context of payment processing services. From a Shariah perspective, QRIS is in accordance with the principles of an-taradhi (mutual agreement), al-'adalah (fairness), and la dharar wa la dhirar (no harm), particularly due to its cost transparency and consumer protection. The scientific contribution of this research lies in the development of a framework for analysing digital contracts based on maqasid Shariah, which combines classical contract theory with the reality of contemporary electronic transactions, resulting in the conceptualisation of "virtual assemblies" and "digital consent" as a form of evolution of the pillars of contracts in the context of financial technology. These findings enrich the treasury of fiqh al-nawazil (contemporary fiqh issues) by providing sharia justification for digital economic practices that were previously in the grey zone of Islamic law, while also providing normative guidance for the future development of sharia fintech products. Therefore, the use of QRIS can be declared valid according to Islamic economic law and has the potential to become a model for digital payment instruments that are in accordance with the principles of Islamic muamalah.

INTRODUCTION

The Quick Response Code Indonesian Standard (QRIS) is a QR code standard developed by Bank Indonesia in collaboration with the Indonesian Payment System Association (ASPI) to unify various payment codes under a single universal format.[1] The introduction of QRIS represents a breakthrough in enhancing transaction efficiency, expanding financial inclusion, and supporting the digitalization of the national economy. With the existence of various digital wallets and mobile banking platforms, both consumers and business actors can make payments using a single QR code, making the process more practical. QRIS functions as a payment infrastructure that supports the development of the halal economic ecosystem in Indonesia. Its integration with halal certification systems and halal supply chains allows the tracking of halal products from upstream to downstream.[2]

The halal tourism industry also benefits significantly from the implementation of QRIS. Muslim travelers are able to make transactions with confidence due to the transparency of the payment system, which aligns with halal lifestyle principles. The development of an Islamic fintech ecosystem integrated with QRIS opens new opportunities for innovation, such as sharia crowdfunding, sharia peer-to-peer financing, and micro-takaful, all accessible through a single payment platform.[3] In its implementation, QRIS must operate based on the principle of trust (*amānah*), encompassing honesty, fairness, transparency, and accountability.[4]

As QRIS adoption grows rapidly, important questions emerge regarding the validity of contracts (akad), particularly from the perspective of Islamic economic law. In fiqh al-muamalah, every transaction must fulfill the pillars and conditions of a valid akad, including offer and acceptance (ijab-qabul), qualified contracting parties, a valid contract object, and sharia-compliant objectives. However, in digital transactions based on QRIS, several contractual elements are not explicitly visible, raising concerns among Muslims regarding their halal status.

Supporting the digitalization of economic transactions, previous studies have examined QRIS from technical and regulatory perspectives, including transaction security, consumer protection, and implementation effectiveness. Other studies have addressed the role of QRIS in improving financial inclusion. However, research

[1] (Bank Indonesia, 2022)
[2] Mastercard-CrescentRating, *Global Muslim Travel Index 2020* (Singapore: Mastercard, 2020).
[3] E Y Global Islamic Banking Centre, *Islamic Fintech Ecosystem: Opportunities and Challenges* (London: EY, 2019).
[4] Muhammad Hashim Kamali, *Principles of Islamic Jurisprudence* (Cambridge: Islamic Texts Society, 2014).

specifically analyzing contract structures from the perspective of Islamic economic law remains limited, leaving a research gap that requires further investigation.

Based on the aforementioned context, this research is guided by the following main questions: What contractual structures and mechanisms are established in QRIS-based transactions from the perspective of fiqh al-muamalah? Do contracts within the QRIS payment system fulfill the conditions of a valid akad according to Islamic economic law? To what extent are fundamental Islamic muamalah principles—such as an-taradhi (mutual consent), al-'adalah (fairness), and la darar wa la dirar (no harm nor reciprocating harm)—applied in QRIS practices in the field?

From a Sharia legal perspective, this study holds crucial urgency in the context of contemporary fiqh al-muamalah developments. First, digital transformation has created epistemological challenges in deriving legal rulings (istinbat al-ahkam), where classical akad mechanisms requiring verbal or written ijab-qabul now confront the reality of instant and non-verbal electronic transactions. This raises a fundamental question: Should the classical concept of sighah akad be applied rigidly, or does the contemporary digital context require reinterpretation based on current customary practice ('urf)?[5]

Second, the contractual complexity in digital payment systems involves multiparty agreements not fully covered in classical fiqh literature. QRIS transactions involve not only buyers and sellers but also payment service providers, acquiring banks, and issuing banks, each with its own contractual relationship. From the perspective of usul fiqh, comprehensive analysis is required to determine whether this layered structure qualifies as a permissible hybrid contract (*akad murakkab*) or whether it contains structural *gharar* that may compromise its validity.[6]

Third, existing Bank Indonesia regulations on QRIS are not yet accompanied by a comprehensive Sharia analysis, resulting in legal uncertainty for Muslim consumers and business actors regarding the halal status of their transactions. DSN-MUI Fatwa No. 117/2018 on Information Technology-Based Payment Services offers a general framework but does not explicitly define the types of *akad* occurring in the QRIS ecosystem. This study seeks to fill this normative gap by providing a systematic and contextual fiqh analysis.[7]

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[5] M A Abdullah and A A Rahman, "Digital Transformation and Contemporary Ijtihad: Rethinking Classical Contract Theory in Islamic Law," *Journal of Islamic Law Studies* 19, no. 2 (2021): 145–68.
[6] R Hassan and M Mahlknecht, "Hybrid Contracts in Islamic Fintech: A Maqasid-Based Analysis," *International Journal of Islamic and Middle Eastern Finance and Management* 15, no. 3 (2022): 487–506.
[7] M A Laldin and H Furqani, "Fintech and Islamic Finance: Addressing Legal and Regulatory Challenges," *ISRA International Journal of Islamic Finance* 12, no. 1 (2020): 95–112.

Empirically, the urgency of this research is supported by several key field facts. First, data from Bank Indonesia shows that QRIS transaction volume has grown exponentially, reaching 22.1 billion transactions valued at IDR 71.2 trillion in 2024.[8] This massive penetration has not been accompanied by adequate public understanding regarding the Sharia aspects of their daily digital transactions. A survey by the Financial Services Authority (OJK) in 2023 found that only 34.2% of digital financial service users understood the Sharia compliance aspect of their transactions.[9]

Second, there is a gap between the speed of financial technology innovation and the issuance of relevant fatwas or regulations. A study by the Islamic Finance Research Institute (2022) found that the average gap between the introduction of a new fintech product and the issuance of relevant Sharia rulings is 2–3 years.[10] This situation creates a "ambiguity zone" in Muslim digital economic practices, where transactions occur without certainty of Sharia compliance.

Third, the implementation of QRIS in the MSME sector—which forms the backbone of the national economy—requires special consideration due to the distinct nature of its transaction patterns compared to corporate environments. Research by Nasution (2023) found that 67% of Muslim MSMEs use QRIS without understanding the underlying contractual structure, potentially violating *muamalah* principles unintentionally.[11] This highlights the need for research that is not only theoretical-normative but also empirical-applicative, providing practical guidance for Muslim business practitioners.

Technological advancements in finance have introduced a new paradigm in understanding contract concepts within fiqh al-muamalah. In classical literature, a contract is defined as *"irtibath ijab bi qabul 'ala wajhin mashru'in yutsbitu atharahu fi mahalihi"* (a binding of offer and acceptance in a Sharia-compliant manner that produces legal consequences on the contract object).[12] This definition assumes direct communication between contracting parties, whether verbal (lafzi), written (kitabi), or through indication (isharah). However, in digital transactions such as QRIS, the ijab-qabul mechanism has undergone a fundamental transformation requiring conceptual reinterpretation.

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[8] Bank Indonesia, *Statistik Sistem Pembayaran Dan Infrastruktur Pasar Keuangan 2024* (Jakarta: Bank Indonesia, 2024).
[9] Otoritas Jasa Keuangan, *Survei Nasional Literasi Dan Inklusi Keuangan Syariah 2023* (Jakarta: OJK, 2023).
[10] Islamic Finance Research Institute, *The Fatwa Gap: Innovation Speed vs. Regulatory Response in Islamic Fintech* (Kuala Lumpur: IFRI, 2022).
[11] M E Nasution and L Hakim, "QRIS Implementation in Muslim SMEs: Sharia Compliance Awareness and Practice," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 15, no. 1 (2023): 89–110.
[12] W Al-Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu (Juz 4)* (Damaskus: Dar al-Fikr, 2015).

First, regarding al-ʻaqidain (contracting parties), classical doctrine assumes the physical presence or clear representation of each party. In QRIS transactions, party identity is represented digitally within electronic systems. Research by Al-Zuhayli and Al-Hajjaj (2021) confirms that digital identity may fulfill the requirement of *ahliyyah al-ʻaqd* (legal capacity) when supported by secure authentication mechanisms such as PINs, biometric verification, or two-factor authentication.[13] This aligns with the legal maxim: *"al-ʻibrah fi al-ʻuqud li al-maqasid wa al-ma'ani la li al-alfaz wa al-mabani"* (the basis of contracts lies in intent and meaning, not wording or form).

Second, regarding *sighah al-ʻaqd*, differences emerge between classical and digital contexts. Scholars from the Shafiʻi and Maliki schools require verbal or written ijab-qabul.[14] In contrast, QRIS transactions employ digital *muʻatah*—executed through QR scanning and pressing a confirmation button. A comparative study by Ashraf and Hassan (2022) on digital contracts in 15 Muslim-majority countries found that 87% of contemporary scholars accept *sighah fiʻliyah* (contract through action) in electronic transactions, provided there is clear intention (*niyyah*) and mutual consent (*taradhi*).[15]

This study offers novelty by examining QRIS through the lens of akad classification in Islamic economic law. Rather than focusing solely on technical regulatory or operational efficiency analysis, the study seeks to determine whether QRIS aligns with the framework of *bai'*, *wakalah*, *hiwalah*, or whether it constitutes a new form requiring contemporary ijtihad. Thus, the research contributes to the advancement of fiqh al-muamalah scholarship in the digital economy era. This research aims to analyze the contractual structures within QRIS-based transactions according to Islamic economic law and assess their compliance with fundamental akad principles. The findings are expected to contribute academically to existing literature and provide Sharia legal certainty for society, business actors, regulators, and scholars in strengthening digital payment systems aligned with Islamic principles.

METHODS

This research is a field study employing a descriptive qualitative approach. This approach is used to describe and analyze in depth how QRIS is utilized in practice, as well as to examine the contracts involved in such digital transactions from the perspective

[13] M Al-Zuhayli and A Al-Hajjaj, "Digital Identity and Contractual Capacity in Islamic Finance: A Comparative Analysis," *Journal of Islamic Law and Society* 18, no. 3 (2021): 234–59.
[14] Ibn Qudamah, *Al-Mughni (Juz 4)* (Riyadh: Dar 'Alam al-Kutub, 1997).
[15] M A Ashraf and M K Hassan, "Electronic Contracts in Islamic Finance: A Cross-Country Analysis of Juristic Acceptance," *International Journal of Islamic Economics and Finance Studies* 8, no. 2 (2022): 156–82.

of Islamic economic law. The research applies purposive sampling, meaning that informants were selected intentionally based on specific criteria.[16] The criteria for informants include: (1) business actors who actively use QRIS in transactions, (2) Muslim consumers who use QRIS, and (3) scholars of Muamalah.

The research was conducted at Foto Copy & Print Barokah, located at the campus of UIN Raden Intan Lampung, Bandar Lampung. The selection of this location was based on the following considerations: First, this shop represents a micro, small, and medium enterprise (MSME) that has intensively adopted QRIS (100–150 transactions per day), with a customer base consisting of Muslim students and academics. This characteristic is relevant to assess awareness of sharia compliance in digital transactions among educated Muslim consumers. Second, the Islamic campus environment provides a rich socio-religious context for analyzing the interaction between financial technology and Islamic commercial practices (muamalah). Consumers in this setting possess sufficient religious literacy to articulate their understanding of the sharia aspects of transactions. Third, the variation in transaction values (IDR 500–500,000) allows observation of the application of tiered QRIS transaction fees, which is relevant for analyzing the principle of al-'adalah (justice) in digital payment systems. Fourth, the religious identity of the business (the name "Barokah," display of Qur'anic verses, and commitment to conducting business in accordance with sharia principles) makes it an appropriate sample for examining the implementation of muamalah principles in real business practice.

The research data consist of: (1) primary data obtained from interviews with QRIS users (consumers, business owners, and muamalah scholars), and (2) secondary data obtained from literature, Bank Indonesia regulations, and classical and contemporary fiqh muamalah references relevant to the concept of bay' contracts. Data were analyzed using qualitative methods, which produce descriptive findings in the form of written or spoken words from participants and observed behaviors.[17]

In this study, data analysis was conducted using a triangulation approach integrating three main methods. First, inductive thematic analysis was employed to identify emerging patterns of contracts from interview data.[18] This process began with open coding to identify basic concepts related to contracts in QRIS transactions, followed by axial coding to connect emerging categories, and concluded with selective coding to develop a substantive theory of contractual mechanisms within the digital payment

[16] Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, Dan R&D* (Bandung: Alfabeta Cv, 2011).
[17] lexy j moleong, *Metode Penelitian Kualitatif* (Bandung: Remaja rosdakarya, 2017).
[18] Virginia Braun and Victoria Clarke, "Reflecting on Reflexive Thematic Analysis," *Qualitative Research in Psychology* 11, no. 4 (2019): 589–97.

system. Second, document analysis based on the framework of fiqh muamalah was applied to examine Bank Indonesia regulations, DSN-MUI fatwas, and relevant classical and contemporary literature.[19]

This technique used a hermeneutic approach to understand the meaning and context of Islamic legal sources and apply them to the context of digital payment technology. The analysis involved the process of istinbath (legal derivation) using applicable usul fiqh principles. Third, structured participatory observation was carried out to directly observe QRIS transaction processes in the field.[20] This observation used predetermined protocols covering technical transaction aspects, interactions among parties involved, and the application of sharia principles in practice. Observation data were recorded through field notes, which were later coded based on the predetermined theoretical framework.

RESULTS AND DISCUSSION

1. Cost Structure Mechanism in the QRIS Payment System

The Quick Response Code technology supporting the QRIS system enables fast transmission of large amounts of data. The process begins when a merchant registers with a Payment Service Provider (PSP) to obtain a standardized QR code.[21] The transaction workflow using QRIS begins with the execution stage: (1) Scanning, where the customer scans the QR code using a payment application;[22] (2) Data Processing, in which the application extracts merchant information from the QR code; (3) Amount Input, where the customer enters the transaction value (for static QR); (4) Authentication, where the customer verifies the transaction via PIN or biometric identification; and (5) Transaction Submission, where transaction data are sent to the payment processor.[23] This is followed by the settlement stage: (1) Authorization, during which the PSP verifies funds and authorizes the transaction; (2) Clearing, where the process is conducted through Bank Indonesia's clearing system; (3) Settlement, where funds are transferred from the customer's account to the merchant; and (4) Notification, where confirmation is sent to both parties.[24]

Berdasarkan pengamatan lapangan dan wawancara mendalam dengan beberapa pihak Based on field observations and in-depth interviews with relevant stakeholders, it

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[19] Mohammad Hashim Kamali, *Shariah Law: An Introduction* (Oxford: Oneworld Academic, 2019).
[20] Monzer Kahf, "Islamic Economics and Finance: Definitions, Methodology and Scope," *Journal of Islamic Banking and Finance* 35, no. 3 (2018): 187–201.
[21] (Al-Mushlih & ash-Shawi, 2015)
[22] EMVCo LLC, "QR Code Specification for Payment Systems" (California: EMVCo, 2022).
[23] (Bank Indonesia, 2023)
[24] (Otoritas Jasa Keuangan, 2022)

was found that the QRIS payment system applies a tiered cost structure. The main finding indicates that transactions valued between IDR 500 and IDR 500,000 are exempt from administrative fees for consumers. However, transactions exceeding that threshold are subject to administrative fees calculated using a specific percentage. As stated by an employee of FC & Print Barokah: *"For transactions below five hundred thousand, the customer is not charged anything. But if it exceeds that amount, there is a fee of around 0.7% charged to the buyer."* (Aisyah, personal interview, 2025). The paradigm of conventional transactions has now shifted to a technology-based system due to the growth of the digital economy. To implement sharia fintech in Indonesia, a comprehensive regulatory framework is required to ensure compliance with Islamic principles. In the case of QRIS, this digital transformation enhances the national payment system.[25]

The tiered cost structure in QRIS, which imposes a 0.7% fee on transactions over IDR 500,000, requires strong justification from the perspective of fiqh muamalah, particularly in relation to the principle of *al-kharaj bi al-daman* (benefit must correspond with liability or risk). This rule, derived from the Hadith of Prophet Muhammad SAW: *"al-kharaj bi al-dhaman"* (reported by Ahmad, Abu Dawud, Tirmidhi, and Al-Nasa'i), emphasizes that a person is entitled to benefit (kharaj) from something only when they bear the risk and responsibility (dhaman) over that asset or service.[26]

Field data demonstrate that this cost structure is applied consistently. Structured participant observation confirmed that fee information is displayed transparently in the payment application before a transaction is finalized. The imposition of administrative fees on transactions exceeding IDR 500,000 therefore requires deeper analysis from the standpoint of Islamic economic law. In line with the fiqh principle *al-kharaj bi al-daman*, the fees charged to users may be justified as long as they remain proportional to the provided service.[27] In Islamic economic law, the security of digital transactions is a primary concern. The principle of *hifz al-mal* (protection of wealth), one of the objectives of maqasid al-shariah, is fulfilled through encryption and blockchain-based security measures implemented in digital payment systems. Layered authentication, data tokenization, and end-to-end encryption protect every transaction conducted through QRIS.[28]

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[25] Hendi Suhendi, *Fiqh Muamalah* (Jakarta: RajaGrafindo Persada, 2016).
[26] S Abu Daud, *Sunan Abi Daud, Kitab Al-Buyu', Hadits No. 3508* (Beirut: Dar al-Risalah al-'Alamiyyah, 2009).
[27] Kamali, *Principles of Islamic Jurisprudence*.
[28] I Syafrida and S Aminah, "Blockchain Technology and Islamic Finance: Security Perspective," *Islamic Economic Studies* 23, no. 1 (2015): 67–82.

The findings of this research align with DSN-MUI Fatwa No. 117/DSN-MUI/II/2018 concerning Information Technology-Based Payment Services, which permits service fees provided they do not contain elements of *gharar* (uncertainty) or *riba*.[29] The transparency of fee information within the QRIS system demonstrates compliance with these provisions. The implementation of tiered administrative fees in the QRIS system may further be interpreted as a realization of maqasid al-shariah, particularly in achieving *hifz al-mal* (protection of wealth). The exemption of small-value transactions (IDR 500–500,000) from administration fees reflects an effort to safeguard the economic interests of small-scale economic actors.

Moreover, DSN-MUI Fatwa No. 117/DSN-MUI/II/2018 concerning Information Technology-Based Financing Under Sharia Principles provides an important normative basis for legitimizing service fees in the QRIS system.[30] Although this fatwa specifically regulates sharia-based peer-to-peer lending, the principles established therein extend broadly to the entire sharia fintech ecosystem, including payment systems.

From the perspective of the theory of *maslahah* developed by Al-Ghazali, this policy can be categorized as *maslahah hajjiyyah* (secondary necessity), aimed at facilitating public access to modern payment systems without imposing financial burdens.[31] Within the framework of maqasid al-shariah, the implementation of financial technology must consider three levels of *maslahah*: *dharuriyyah* (primary), *hajjiyyah* (secondary), and *tahsiniyyah* (tertiary). QRIS, as a digital payment system, fulfills these three dimensions by offering ease of access (*hajjiyyah*), transaction security (*dharuriyyah*), and operational efficiency (*tahsiniyyah*).

2. Analysis of the *Ba'i* Contract in the Context of QRIS Transactions

In Islamic law, a contract (akad) must fulfill five essential elements**:** al-'aqidain (contracting parties), mahall al-'aqd (object of the contract), maudhu' al-'aqd (purpose of the contract), ṣighat al-'aqd (contractual expression), and al-riḍā (mutual consent). In QRIS transactions, the standardized digital mechanism meets all five requirements.[32] The analysis of QRIS transactional procedures indicates that the contract formed in this payment system contains the following characteristics: (1) Primary Contract: Sale and Purchase (Ba'i). Broadly defined, *ba'i* is an exchange transaction between two consenting

[29] Dewan Syariah Nasional - Majelis Ulama Indonesia, "Fatwa DSN-MUI No. 117/DSN-MUI/II/2018 Tentang Layanan Pembayaran Berbasis Teknologi Informasi" (Jakarta: DSN-MUI, 2018).
[30] Dewan Syariah Nasional-Majelis Ulama Indonesia, *Fatwa DSN-MUI No. 117/DSN-MUI/II/2018 Tentang Layanan Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah* (Jakarta: DSN-MUI, 2018).
[31] Jasser Auda, *Maqasid Al-Shariah as Philosophy of Islamic Law: A Systems Approach* (London: The International Institute of Islamic Thought, 2012).
[32] Mardani, *Hukum Ekonomi Syariah Di Indonesia* (Bandung: Refika Aditama, 2015).

parties in which one party transfers a product while the other provides payment in return.[33] The findings show that the primary contract formed between the consumer and the merchant is indeed a sale and purchase (ba'i) contract.

This is reinforced by a statement from a muamalah academic informant: "*Essentially, when someone purchases goods or services using QRIS, what occurs is a standard sale and purchase contract. QRIS is merely the payment tool.*" (Juhrotul Khulwah, personal interview, 2025) (2) The term *wakalah* derives from *wakala*, which means to delegate, authorize, or entrust power.[34] Analysis of documents and interviews with QRIS providers reveal the existence of a *wakalah* contract between merchants and the payment gateway, as well as an *ijarah* (service lease) contract related to payment processing. Multiple contracts operate simultaneously in digital payment systems, including the primary ba'i contract between buyer and seller, the wakalah contract involving users and payment service providers, and the ijarah contract for technological services.[35] This complexity demonstrates that contemporary digital transactions involve layered contractual relationships requiring holistic evaluation.

The finding that the primary contract in QRIS transactions is *ba'i* aligns with classical fiqh muamalah theory as explained by Al-Kasani in *Bada'i al-Sana'i*, where sale is defined as the exchange of property with property, resulting in a transfer of ownership.[36] In the QRIS context, there is an exchange between digitally transferred money and tangible goods or services. The results also support Wahbah al-Zuhaili's view that a sale contract remains valid regardless of the medium of payment, as long as the requirements prescribed by Shariah are fulfilled. This provides empirical evidence supporting the legitimacy of digital technology in Shariah-compliant transactions as long as fundamental muamalah principles are not violated.[37] Because an offer (*ijab*) and acceptance (*qabul*) occur—even indirectly through actions (*fi'li*) rather than verbal statements—the contract remains valid from an Islamic economic law perspective.[38] The consumer scans the QR code and confirms payment as *qabul*, while the merchant's provision of the QR code serves as *ijab*.

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[33] al-Mushlih and ash-Shawi, *Fikih Ekonomi Islam*.
[34] Ahmad Wardi Muslich, *Fiqh Muamalat* (Jakarta: Amzah, 2015).
[35] M I Ghufron, "Multiple Contracts in Digital Payment Systems: Islamic Law Analysis," *Journal of Islamic Banking and Finance* 34, no. 2 (2017): 45–60.
[36] Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori Ke Praktik* (Jakarta: Gema Insani, 2015).
[37] Adiwarman A Karim, *Bank Islam: Analisis Fiqih Dan Keuangan* (Jakarta: PT RajaGrafindo Persada, 2018).
[38] Lanifa Fauzia Comersyah, "QRIS Dalam Perspektif Fiqih Muamalah: Studi Atas Keabsahan Dan Akad Dalam Pembayaran Nontunai," *Media Riset Bisnis Manajemen Akuntansi* 1, no. 1 (2025).

A comparison between QRIS and conventional digital payment systems such as GoPay, OVO, and DANA reveals significant contractual differences. Conventional digital wallets employ *wadiah yad dhamanah* (guaranteed deposit) contracts where user funds are stored as a digital balance.[39] This differs from QRIS, which does not require pre-loaded funds and instead facilitates direct transfer from the user's bank account. The analysis shows that conventional digital wallets often lack transparency and rely on cross-subsidizing revenue streams such as investment or lending.[40] In contrast, QRIS applies a simpler and more transparent fee structure, aligning with the Islamic principle of *la gharar* (absence of uncertainty).

QRIS transactions raise fundamental questions about the validity of contracts without explicit verbal statements. In *usul fiqh* literature, major differences exist between schools regarding *ijab-qabul* mechanisms. The Shāfiʻi school adopts a formalist approach, requiring explicit verbal or written statements.[41] Al-Nawawi in *al-Majmuʻ* asserts that *muʻatah* (non-verbal sale) is invalid according to the sound opinion of the school.[42] Their arguments include: (1) Qur'an 4:29 requires explicit expression of mutual consent (*tarāḍin*), and (2) the principle *"al-aṣl fī al-amwāl al-ḥurmah"* (the default rule is prohibition of property transfer) requires clear indication of ownership change.

The Hanafi school takes a more flexible approach, permitting *muʻatah* for certain goods.[43] Al-Kasani clarifies: "Sale may occur through anything indicating agreement—whether spoken, written, signaled, or acted—provided such action conforms to custom (ʻurf).'[44] Their reasoning is based on: *"al-ʻibrah fi al-ʻuqūd li al-maqāṣid wa al-maʻānī lā li al-alfāẓ wa al-mabānī"* (Contracts are judged by intent and meaning, not by linguistic form.)

The Maliki school adopts a contextual stance, allowing *muʻatah* where it is customary and does not create uncertainty.[45] Ibn Rushd notes that custom may substitute formal wording in certain transactions.[46] The Hanbali school similarly accepts *muʻatah*; Ibn Qudamah in *al-Mughni* asserts that what matters is the presence of clear indicators of consent, whether verbal or behavioral.[47]

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[39] M Kabir Hassan and S Aliyu, "A Contemporary Survey of Islamic Banking Literature," *Journal of Financial Stability* 34 (2018): 12–43.
[40] Habib Ahmed, "Digital Payment Systems and Shari'ah Compliance: An Analysis," *International Journal of Islamic and Middle Eastern Finance and Management* 12, no. 2 (2019): 234–51.
[41] M I Al-Syafi'i, *Al-Umm (Juz 3)* (Beirut: Dar al-Ma'rifah, 2001).
[42] Y Al-Nawawi, *Al-Majmu' Sharh Al-Muhadhdhab (Juz 9)* (Jeddah: Maktabah al-Irshad, 1991).
[43] A Al-Kasani, *Badai' Al-Sanai' (Juz 5)* (Beirut: Dar al-Kutub al-ʻIlmiyyah, 2003).
[44] Ibn Rushd, *Bidayat Al-Mujtahid (Juz 2)* (Kairo: Dar al-Hadith, 2004).
[45] J Al-Suyuti, *Al-Ashbah Wa Al-Nazair* (Beirut: Dar al-Kutub al-ʻIlmiyyah, 1998).
[46] Bank Indonesia, *Survei Perilaku Konsumen Sistem Pembayaran 2024* (Jakarta: Bank Indonesia, 2024).
[47] Al-Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu (Juz 4)*.

Based on comparative jurisprudence, QRIS transactions can be validated through several approaches: The 'Urf (Custom) Approach. In *usul fiqh*, the principles of *"al-ʿādah muḥakkamah"* (custom has legal authority), and *"al-maʿrūf ʿurfan ka al-mashrūṭ sharṭan"* (what is known through custom is as binding as explicit stipulation) provide strong justification. Digital transactions have become an established *ʿurf ʿamm* (general custom). Data from Bank Indonesia shows that 87% of Indonesia's urban population is familiar with digital payment systems, fulfilling the criteria of a recognized legal custom.[48]

Technological transformation not only reshapes classical contract forms but may also give rise to new contract categories requiring contemporary *ijtihad*. This aligns with the principle: *"lā yunkar taghayyur al-aḥkām bi taghayyur al-azmān wa al-amkān"* (Hukum may change with time and place).[49]

QRIS transactions involve at least four parties simultaneously: the consumer, merchant, PSP, and bank. Classical fiqh generally assumes contracts to be bilateral. This raises the question: is this one ba'i contract or multiple intertwined contracts occurring concurrently? Contemporary jurists such as Muhammad Taqi Usmani propose the concept of *ʿuqūd murakkabah mutadākhilah* (interlinked hybrid contracts), which requires its own legal framework. In QRIS, these include: Primary contract: ba'i (buyer–merchant), Facilitating contracts: wakalah and ijarah (merchant–PSP–bank), Protective contract: implicit kafalah (guarantee) from PSP. These contracts operate as an inseparable digital ecosystem—the structure has no direct precedent in classical fiqh.[50] In QRIS, contract execution depends on technical conditions: balance verification, biometric authentication, and fraud-protection approval. This differs from classical *ʿaqd muʿallaq* (conditional contracts), which require human intention at each step.

Usul fiqh analysis suggests these automated conditions can be justified through the concept of *tafwidh* (delegated authority). When users activate a payment application and accept its terms, they implicitly delegate authority to the system for verification and automated execution. This mirrors the classical concept of *tawkīl ʿāmm* (general agency).[51] A holistic approach aligns with the framework of *ijtihad jamaʿi* (collective legal reasoning), as recommended by the International Islamic Fiqh Academy for complex modern issues.[52]

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[48] M T Ibn Ashur, *Maqasid Al-Shariah Al-Islamiyyah* (Yordania: Dar al-Nafa'is, 2006).
[49] M A Ibn Abidin, *Hashiyat Radd Al-Muhtar (Juz 4)* (Beirut: Dar al-Fikr, 2003).
[50] M T Usmani, *Contemporary Fatawa on Islamic Finance* (Karachi: Darul Ishaat, 2020).
[51] M Al-Bahuti, *Kashshaf Al-Qina' (Juz 3)* (Riyadh: Dar 'Alam al-Kutub, 1997).
[52] M A Laldin and H Furqani, "Fintech and Financial Inclusion Through the Lens of Maqasid Al-Shari'ah," *ISRA International Journal of Islamic Finance* 14, no. 1 (2022): 105–21.

Regarding complementary contracts, conventional digital wallets often incorporate *mudharabah* (profit-sharing) when user funds are invested. From a Shariah perspective, this requires disclosure of investment type, risk-sharing, and profit arrangements. QRIS, as a pure payment mechanism, avoids such investment complexity.[53] In practice, QRIS transactions in the MSME sector generally involve straightforward ba'i contracts, without derivative contractual structures. This provides strong legal certainty for Muslim business practitioners seeking to ensure the halal nature of their transactions.

3. Implementation of Sharia Principles in the QRIS System

Based on observation and document analysis, several aspects were identified regarding the conformity of the QRIS system with Sharia principles. (1) Transparency: Field data shows that QRIS applies the principle of transparency through: (a) clear transaction amount information before payment, (b) notification of administrative fees (if applicable) prior to payment confirmation, and (c) accessible transaction history at any time. In Islamic finance, transparency reflects the principle of *amanah*, which requires all parties to convey information honestly and accurately. QRIS integrates this principle through technology that enables real-time notifications and comprehensive audit trails.[54]

Beyond transparency and ease of access, QRIS offers practical solutions to reduce the risks of loss or counterfeit currency commonly associated with cash transactions. Encouraging digital transactions helps minimize such risks and strengthens the principle of financial security in *fiqh muamalah*, where safeguarding wealth is considered a fundamental objective. (2) Fairness in Fee Structure: Findings indicate that the implementation of a minimum-fee-free threshold (IDR 500–IDR 500,000) can be viewed as the application of distributive justice, particularly to protect small-scale transactions among lower-income communities.[55] This tiered fee structure supports financial inclusion by avoiding excessive burdens on economically vulnerable groups.[56] The policy of exempting small transactions from administrative fees reflects the application of the principle of *al-'adalah* (justice) in Islamic economics.

The findings reveal that QRIS largely aligns with the fundamental principles of muamalah, including:

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[53] Asyraf Wajdi Dusuki, "Understanding the Objectives of Islamic Fintech: A Stakeholder Perspective," *Journal of Islamic Economics* 8, no. 1 (2020): 45–63.
[54] Z Arifin, "Transparency Principle in Islamic Financial Transactions," *Islamic Finance Review* 12, no. 3 (2016): 234–47.
[55] M E Nasution, "Financial Inclusion Through Digital Payment: Islamic Perspective," *Journal of Islamic Economics* 41, no. 2 (2019): 178–92.
[56] Burhanuddin, "QRIS Sebagai Wujud Pelaksanaan Amanah Syariah Dalam Bermuamalah," *Jurnal Al-Mizan* 11, no. 1 (2024).

a. The Principle of ***An-Taradhi*** (Mutual Consent): Participatory observation shows that every QRIS transaction occurs voluntarily between the parties involved, with no indications of coercion. Indicators of *taradhi* in contemporary transactions include freedom of choice, informational transparency, and the option to cancel transactions easily. QRIS fulfills all three through its user-friendly interface and efficient reversal mechanism.[57]
b. The Principle of *La Dharar wa La Dhirar* (No Harm and No Causing Harm): The tiered fee structure demonstrates efforts to prevent excessive burden, especially for small transactions. For larger transactions, administrative fees may be considered a fair compensation for services provided.
c. The Principle of *Al-'Adalah* (Justice): Transparency and consistency in applying fees across merchants demonstrate the implementation of justice in QRIS operations. In evaluating justice in electronic contracts, key indicators include standardized terms and conditions, uniform fee application, and non-discriminatory access—criteria supported by Bank Indonesia regulations that standardize QRIS operations.[58]

At the *dharūriyyāt* level, QRIS contributes to *ḥifẓ al-māl* (protection of wealth) through encryption, tokenization, and multi-layered authentication.[59] Clear transaction value and fee information reduce *gharar* (excessive uncertainty), a core prohibition in Islamic financial law.[60] However, despite fulfilling technical security standards, QRIS has not fully addressed the potential for *ribā* related to late-payment penalties imposed by some Payment Service Providers (PSPs).[61] Additionally, limited transparency in backend fund flows may lead to *gharar khafī* (hidden uncertainty).[62]

The implementation of fee-free transactions within IDR 500–IDR 500,000 aligns with *taysīr* (facilitation) and promotes financial inclusion, which increased from 76.19% (2019) to 85.1% (2024).[63] The single QR code system simplifies merchant operations and reduces

[57] F Djamil, "Consent Principle in Modern Islamic Contracts," *Islamic Law Quarterly* 29, no. 4 (2015): 445–62.
[58] I Harahap, "Contractual Justice in Electronic Commerce: Islamic Law Perspective," *Journal of Islamic Commercial Law* 25, no. 1 (2018): 78–94.
[59] Laldin and Furqani, "Fintech and Financial Inclusion Through the Lens of Maqasid Al-Shari'ah."
[60] R Hassan and et al., "Smart Contracts in Blockchain: An Exploration of the Legal Framework from Shari'ah Perspective," *International Journal of Islamic and Middle Eastern Finance and Management* 13, no. 4 (2020): 564–82.
[61] Ascarya and R Sukmana, "Hidden Riba in Digital Payment Systems: A Maqasid Analysis," *Journal of Islamic Monetary Economics and Finance* 7, no. 3 (2021): 487–506.
[62] K Ullah and M A Ahmad, "Transparency Issues in Islamic Fintech: A Maqasid Framework," *Islamic Economic Studies* 29, no. 2 (2023): 89–108.
[63] Bank Indonesia, *Laporan Perkembangan Ekonomi Digital Dan Inklusi Keuangan 2024* (Jakarta: Bank Indonesia, 2024).

business costs.[64] However, QRIS has not fully addressed the digital divide. Communities with limited internet access or low digital literacy still face substantial barriers. From the *ḥājiyyāt* perspective—where universal accessibility is an objective—these structural barriers reduce system effectiveness.

QRIS enables fast transactions, convenience, and automated financial recordkeeping, aligning with the principle of *kitābah* (documentation) reflected in Qur'an 2:282.[65] At the *taḥsīniyyāt* level, however, QRIS has not yet integrated ethical and spiritual dimensions—such as automatic zakat allocation or digital sadaqah features—that would reinforce *iḥsān* (excellence) in economic conduct.[66] Integrating ethical mechanisms is essential to elevate transactions from mere technical processes to worship-oriented economic behavior.

Despite these limitations, QRIS fulfills core principles of Sharia-compliant financial transactions: (1) voluntary consent (*taradhi*), (2) prevention of harm through tiered fee structure, and (3) procedural justice through transparency and standardization. However, substantive justice (*al-ʿadālah al-mawḍūʿiyyah*)—particularly equitable economic benefit for microenterprises and marginalized communities—requires further improvement.[67]

This study contributes to the development of Sharia economic legal frameworks in the digital era. Businesses are encouraged to select QRIS service providers with Sharia certification or at least those implementing non-contradictory Sharia features.[68] Key selection criteria include: (a) transparency of fee structure, (b) transaction data security, (c) efficiency of settlement time, and (d) responsive customer support. Merchants also bear responsibility to provide basic Sharia-oriented education to consumers. This may be done through: (a) informational leaflets explaining Sharia compliance of QRIS, (b) brief staff training in digital *fiqh muamalah*, and (c) referencing relevant DSN-MUI fatwas.[69]

The findings indicate that the contract used in QRIS transactions can be classified as a valid *baʿi* contract under Sharia, thereby affirming the permissibility of digital payment technologies within Islamic law. Practically, this study shows that digital payment

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[64] S Nurhayati and Wasilah, "Digital Divide and Islamic Finance Inclusivity in Indonesia," *Journal of Islamic Accounting and Business Research* 14, no. 5 (2023): 712–30.
[65] M M Aziz and S Zaheer, "Digitalization of Financial Records: A Maqasid Perspective," *Journal of Islamic Business and Management* 12, no. 1 (2022): 34–52.
[66] J Auda, "Embedding Spiritual Dimensions in Islamic Financial Technology," *Islamic Finance Review* 8, no. 2 (2021): 145–63.
[67] Z Iqbal and A Mirakhor, *Economic Development and Islamic Finance in the Post-COVID Era* (Washington: World Bank Publications, 2023).
[68] Muhammad Ayub, *Understanding Islamic Finance: A-Z Guide to Islamic Banking* (Jakarta: Gramedia Pustaka Utama, 2019).
[69] Dewan Syariah Nasional MUI, *Himpunan Fatwa Keuangan Syariah* (Jakarta: Erlangga, 2020).

systems must adhere to Sharia standards, including: (1) transparent fee disclosure, (2) dispute resolution mechanisms in line with Sharia principles, and (3) secure data protection protocols aligned with Islamic privacy ethics.

CONCLUSION

Based on the results of this study on the use of Indonesia's Standard Quick Response Code (QRIS) in digital transactions from the perspective of Islamic economic law, it can be concluded that QRIS represents a modern payment instrument that offers convenience, speed, and efficiency in commercial transactions. In practice, QRIS does not merely facilitate exchanges between buyers and sellers but also forms a layered contractual structure requiring deeper analysis in line with Islamic muamalah principles. The findings indicate that the primary contract involved is a sale contract (ba'i), as it involves the exchange of goods or services for digital money based on mutual consent. Complementary contracts are also identified, namely: wakalah, which emerges from the representation relationship between merchants and payment service providers (PSPs), and **ijarah**, referring to the fee charged for transaction processing services. All three contract types are permissible in Islamic jurisprudence—provided they remain free from gharar (excessive uncertainty), riba (interest), and maysir (gambling)**.**

From a maqāṣid al-sharīʿah standpoint, QRIS fulfills Islamic ethical principles across three tiers: (1) Dharūriyyāt (necessities), through asset protection (ḥifẓ al-māl) supported by layered security measures and transparency; (2) Ḥājiyyāt (complements), by improving accessibility and promoting financial inclusion, particularly for MSMEs and low-income users; and (3) Taḥsīniyyāt (enhancements), through operational efficiency and automated financial documentation. However, a holistic evaluation shows that improvements are still needed, particularly regarding distributive justice, digital divides, and broader socio-economic empowerment. QRIS aligns with fundamental Islamic transaction ethics—an-tarāḍī (mutual consent), al-ʿadālah (justice)—supported by transparent fee structures—and lā ḍarar wa lā ḍirār (no harm)**,** as tiered fees prevent excessive burdens on small-scale users. Therefore, QRIS may be considered valid and sharia-compliant**,** with strong potential to serve as a digital payment tool that supports the growth of a modern economy without departing from Islamic ethical and legal foundations.

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