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# *CONSUMER PROTECTION IN E-COMMERCE TRANSACTIONS: INTEGRATING ISLAMIC LEGAL PRINCIPLES AND DIGITAL ECONOMY REGULATIONS*

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## ABSTRACT

This study examines consumer protection in e-commerce transactions by integrating Islamic legal principles with digital economy regulations in Indonesia. Employing a qualitative approach through library research and normative juridical analysis, the study applies statutory, conceptual, and comparative approaches to evaluate consumer rights, business responsibilities, and regulatory challenges. Data were analyzed using qualitative content analysis and comparative legal interpretation of Islamic jurisprudential sources, Indonesian legislation, and contemporary academic literature. The findings reveal that consumer protection in digital commerce faces significant challenges, including information asymmetry, misleading advertising, unfair contractual provisions, misuse of personal data, and inadequate dispute resolution mechanisms. Islamic legal principles, including justice (*al-ʿadl*), honesty (*ṣidq*), trustworthiness (*amānah*), mutual consent (*al-tarāḍī*), and the prohibition of uncertainty (*gharar*) and deception (*tadlīs*), provide essential foundations for strengthening consumer protection. Furthermore, *maqāṣid al-sharīʿah*, particularly the preservation of wealth (*ḥifẓ al-māl*), supports equitable and responsible digital transactions. This study proposes an integrated consumer protection framework encompassing information transparency, contractual fairness, personal data protection, business accountability, and effective consumer remedies. The study concludes that harmonizing Islamic jurisprudential principles with digital regulations can strengthen legal certainty, ethical business practices, and consumer welfare, while supporting sustainable development of the digital economy.

**Keywords: Consumer Protection; E-Commerce; Islamic Law; Digital Economy Regulations; Maqāṣid al-Sharīʿah; Legal Integration**

## A. INTRODUCTION

The rapid advancement of information and communication technologies has fundamentally transformed global commercial systems, particularly through the transition from conventional trading practices to electronic commerce (*e-commerce*). The emergence of digital marketplaces, social commerce platforms, and electronic payment applications has created a dynamic economic ecosystem characterized by greater accessibility, transactional efficiency, market expansion, and increased economic opportunities. Nevertheless, this digital transformation has introduced significant challenges to the protection of consumer rights, particularly regarding transaction security, product information accuracy, personal data

protection, and business accountability. Singh et al. (2024) explain that consumer trust in e-commerce platforms is influenced by several essential factors, including privacy protection, information confidentiality, prevention of personal data misuse, and the integrity of information provided through electronic systems. These findings indicate that the successful development of digital commerce depends not only on technological innovation and increasing transaction volumes but also on the ability of platform operators to establish transparent, secure, and accountable commercial environments. From a legal perspective, these developments require adaptive consumer protection mechanisms capable of addressing the increasingly complex characteristics of digital transactions. Therefore, consumer protection in e-commerce has become an important legal issue requiring a comprehensive approach that integrates legal principles, business ethics, and digital economic governance.

The expansion of electronic commerce in Indonesia demonstrates the increasing significance of digital economic activities alongside emerging challenges in ensuring consumer security and legal certainty. Annisa and Hutabarat (2026) report that Indonesia's electronic commerce transaction value reached approximately IDR 487 trillion in 2024, with more than 3.71 billion transactions. The magnitude of these activities indicates that e-commerce has become an integral component of contemporary economic life while simultaneously increasing the potential for legal disputes arising from unequal relationships among consumers, business operators, and digital platform providers. Common consumer problems include discrepancies between delivered products and advertised descriptions, delivery delays, rejected refund requests, manipulated customer reviews, misuse of personal information, and misleading promotional strategies. Ariawan (2025) identifies several challenges affecting consumer protection in Indonesia's digital marketplaces, including regulatory fragmentation, information asymmetry, data misuse, and unclear platform responsibilities. These conditions reveal a substantial gap between the rapid development of digital commercial technologies and the effectiveness of legal instruments governing relationships among parties involved in electronic transactions. Consequently, consumers may occupy structurally disadvantaged positions due to limited access to reliable information, insufficient capacity to identify transactional risks, and difficulties obtaining effective remedies following violations of their rights.

Consumer protection challenges in e-commerce have become increasingly complex with the widespread application of algorithms, personal data collection, and behavioral marketing strategies. One emerging concern involves the use of *dark patterns*, referring to digital interface designs that influence consumer decisions through misleading, manipulative, or coercive presentation techniques. Such practices may include deceptive discounts, hidden charges, false scarcity notifications, and interface structures that encourage consumers to complete purchases without sufficient consideration. Annisa and Hutabarat (2026) demonstrate that dark patterns in marketplace applications may cause psychological and financial harm, while existing Indonesian legal provisions do not comprehensively regulate all forms of manipulative digital interface design. Furthermore, Sobandi and Indriati (2025) explain that personal data protection and the legal responsibilities of e-commerce business operators continue to present regulatory challenges, particularly concerning cross-border data transfers and

contractual clauses that potentially disadvantage consumers. These developments indicate that effective consumer protection cannot be limited to contractual validity and formal transactional obligations. Instead, it must also address freedom of choice, information transparency, personal data security, and the equitable distribution of rights and responsibilities among contractual parties. Accordingly, a preventive legal approach is necessary to complement existing corrective mechanisms through stronger commitments to fairness, transparency, and accountability in digital commercial activities.

From the perspective of Islamic law, commercial transactions constitute an essential component of *muʿāmalāt* and are generally permissible provided that they comply with Sharia principles and avoid prohibited elements. Islamic jurisprudence emphasizes justice (*al-ʿadl*), honesty (*ṣidq*), trustworthiness (*amānah*), mutual consent (*al-tarāḍī*), and public welfare (*maṣlaḥah*) as fundamental principles governing economic relationships. These values are directly relevant to consumer protection because they require transparent information, clearly defined contractual objects, consistency between advertised and delivered products, and the prohibition of deception (*tadlīs*), excessive contractual uncertainty (*gharar*), and practices that unjustly harm other parties. In electronic transactions, justice and mutual consent extend beyond formal acceptance through digital interfaces to encompass meaningful access to information and freedom from manipulation or misleading commercial pressure. Mohamad Puad and Hamdi (2025) explain that consumer protection in digital economies can be strengthened through the application of *maqāṣid al-sharīʿah*, particularly the preservation of wealth (*ḥifẓ al-māl*), justice, and trustworthiness. This approach positions consumer protection within the broader objectives of Islamic law, emphasizing the protection of property rights, prevention of economic harm, and maintenance of equitable commercial relationships. Therefore, Islamic law offers a valuable normative foundation for developing consumer protection mechanisms that extend beyond formal regulatory compliance by incorporating ethical obligations, social responsibility, and substantive justice into digital transactions.

Within Indonesia's positive legal framework, consumer protection in electronic commerce is governed by several important legislative instruments, including Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions as most recently amended by Law Number 1 of 2024, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, and Law Number 27 of 2022 concerning Personal Data Protection. These regulations establish legal foundations for consumer rights, business obligations, electronic system governance, and personal information protection within digital economic activities. Nevertheless, the existence of regulatory instruments does not automatically guarantee effective consumer protection without adequate supervision, clearly defined platform responsibilities, and accessible dispute resolution mechanisms. Ariawan (2025) argues that Indonesia's digital consumer protection framework requires further strengthening because emerging transactional risks are not always accompanied by regulatory harmonization and effective enforcement mechanisms. Similarly, Sobandi and Indriati (2025) identify weaknesses in the regulation of business responsibilities concerning consumer personal data, including liability exemption clauses that may disadvantage digital service users. Consequently, integrating

Islamic legal principles with digital economy regulations becomes increasingly relevant for establishing a more comprehensive consumer protection framework in which legal certainty, contractual fairness, public welfare, and business accountability operate as complementary dimensions. Such integration may also strengthen the ethical legitimacy of digital market governance by connecting formal legal obligations with Islamic principles of justice and responsibility.

Previous studies have examined consumer protection in electronic commerce through various theoretical and methodological approaches. Singh et al. (2024) investigate factors influencing consumer trust in e-commerce platforms and identify privacy protection, information confidentiality, and data integrity as essential determinants of consumer confidence. Ariawan (2025) focuses on regulatory barriers to digital consumer protection through a comparative examination of Indonesia and Malaysia, emphasizing the necessity of policy reform to address fragmented regulations and insufficient platform accountability. Meanwhile, Sobandi and Indriati (2025) analyze legal gaps in personal data protection and e-commerce responsibilities, highlighting the importance of strengthening regulatory supervision and compliance mechanisms. From an Islamic legal perspective, Mohamad Puad and Hamdi (2025) examine consumer protection through the framework of *maqāṣid al-sharīʿah* and emphasize the integration of justice, trustworthiness, and wealth preservation into digital commercial regulations. Furthermore, Annisa and Hutabarat (2026) investigate consumer protection against dark patterns through a comparative analysis of Indonesia and the Netherlands, emphasizing the need for specific legal provisions addressing manipulative interface practices. Collectively, these studies demonstrate that consumer protection in digital commerce has been investigated through consumer behavior, positive law, personal data protection, and Islamic jurisprudential perspectives. However, further research is required to establish a systematic relationship between Islamic commercial jurisprudence and the operational dimensions of consumer rights, business responsibilities, platform accountability, and dispute resolution mechanisms in contemporary e-commerce ecosystems.

Despite growing academic attention, several significant research gaps remain. First, existing studies on e-commerce consumer protection frequently examine regulatory compliance, personal data security, and consumer behavior independently, while the relationship between the normative principles of Islamic law and the operational mechanisms of digital economy regulation remains insufficiently integrated. Second, although studies employing *maqāṣid al-sharīʿah* emphasize wealth preservation and justice, further conceptual development is required to establish applicable indicators for evaluating information transparency, contractual equality, freedom of digital consent, and platform liability for consumer losses. Third, the diversification of electronic transactions, including social commerce, digital payments, and algorithm-driven marketing, creates a need to reconsider the contemporary applicability of Islamic jurisprudential concepts such as contractual options (*khiyār*), prohibitions of *gharar* and *tadlīs*, and the principle of preventing harm (*darʾ al-mafāsid*) within digital commercial relationships. Mohamad Puad and Hamdi (2025) provide a foundation for integrating *maqāṣid al-sharīʿah* into consumer protection, while Ariawan (2025) and Annisa and Hutabarat (2026) identify regulatory limitations in responding to digital commercial developments. Building upon these contributions, the present study proposes a

conceptual integration framework that connects justice, trustworthiness, mutual consent, *khiyār*, and wealth preservation with platform transparency, personal data protection, business accountability, and accessible consumer dispute resolution. The proposed novelty lies in developing a systematic relationship between Islamic legal principles and contemporary digital regulatory mechanisms rather than treating these frameworks as separate normative systems.

The urgency of this study arises from the increasing need to establish consumer protection mechanisms capable of responding to the expansion of electronic commerce while maintaining justice, legal certainty, and ethical responsibility in economic relationships. The growth of digital transactions without adequate protective safeguards may intensify financial losses, weaken public confidence, facilitate personal data misuse, and reinforce structural inequalities between consumers and digital service providers. From the perspective of Islamic law, these conditions contradict the objectives of *maqāṣid al-sharīʿah*, which emphasize the protection of human welfare and the prevention of harm. Therefore, harmonizing Islamic commercial jurisprudence with digital economy regulations is essential to ensuring that consumer protection is reflected not only in formal legal provisions but also in transparent, equitable, and responsible business practices. Based on this background, this study aims to analyze consumer protection in e-commerce transactions from the perspectives of Islamic law and Indonesian digital economy regulations, identify areas of convergence and divergence between Islamic commercial jurisprudence and positive legal provisions, and formulate an integrative consumer protection framework grounded in justice, legal certainty, and *maqāṣid al-sharīʿah***.** The study is expected to contribute theoretically to the advancement of contemporary Islamic economic law and practically to the development of policy recommendations for government authorities, business operators, digital platform providers, and consumer protection institutions. Ultimately, the integration of Islamic legal principles with modern digital economic governance is expected to support a safer, more transparent, inclusive, and equitable electronic commerce ecosystem

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## B. RESEARCH METHOD

This study employs a qualitative research design, using library research and a normative juridical approach, to examine consumer protection in e-commerce transactions by integrating Islamic legal principles and digital economy regulations in Indonesia. The normative juridical approach is applied to analyze legal norms, statutory provisions, and Islamic jurisprudential principles governing consumer rights, contractual obligations, and business accountability in digital transactions. The research incorporates three complementary approaches: the statutory approach (*statute approach*), the conceptual approach (*conceptual approach*), and the comparative legal approach (*comparative approach*). The statutory approach examines Indonesia's consumer protection and digital commerce regulations, while the conceptual approach explores Islamic legal principles, including justice (*al-ʿadl*), trustworthiness (*amānah*), mutual consent (*al-tarāḍī*), contractual options (*khiyār*), and the prohibition of uncertainty (*gharar*) and deception (*tadlīs*). The comparative approach identifies similarities, differences, and opportunities for harmonization between Islamic commercial jurisprudence and Indonesian positive law. Choudhary (2024) emphasizes that appropriate methodological selection is

essential for developing comprehensive legal research capable of addressing contemporary legal problems. Similarly, Theil (2025) highlights the importance of doctrinal legal research in systematically interpreting legal sources and evaluating the coherence of legal rules and principles. Accordingly, this methodological framework provides a foundation for examining the normative relationship between Islamic consumer protection principles and Indonesia's evolving digital economy regulations.

Data collection is conducted through systematic documentary analysis of primary, secondary, and supporting legal materials obtained from academic databases, official government publications, and authoritative Islamic jurisprudential literature. Primary legal materials include Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 1 of 2024, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, and Law Number 27 of 2022 concerning Personal Data Protection. Islamic legal sources include the Qur'an, Hadith, classical and contemporary *fiqh al-muʿāmalāt* literature, and relevant jurisprudential principles concerning contractual fairness, protection of property, and prevention of harm. Secondary materials comprise peer-reviewed journal articles published between 2024 and 2026, prioritizing Scopus-indexed publications retrieved through academic databases such as Scopus, ScienceDirect, SpringerLink, and Google Scholar. Literature searches use combinations of keywords, including *consumer protection*, *e-commerce*, *Islamic commercial law*, *maqāṣid al-sharīʿah*, *digital economy regulation*, *online consumer rights*, and *platform liability*. Sources are assessed based on relevance, publication credibility, legal authority, and their contributions to understanding consumer protection in digital transactions. The selection of literature is informed by Mohamad Puad and Hamdi (2025), who examine consumer protection in Indonesia's digital economy through the integration of Islamic legal principles and national regulatory frameworks. However, unlike empirical research, this study relies on documentary evidence and does not involve interviews, surveys, or direct observation of marketplace practices.

Data analysis employs qualitative content analysis, doctrinal legal interpretation, and comparative normative analysis to identify the convergence, divergence, and potential integration of Islamic jurisprudential principles with Indonesian digital economy regulations. The analytical procedure consists of four interconnected stages: legal material identification, thematic classification, normative interpretation, and conceptual synthesis. First, relevant statutory provisions and Islamic legal doctrines are identified and organized according to their implications for consumer protection. Second, the materials are classified into major themes, including information transparency, contractual fairness, personal data protection, business accountability, consumer remedies, and digital dispute resolution. Third, the identified provisions are critically interpreted through Islamic jurisprudential principles and *maqāṣid al-sharīʿah*, particularly the preservation of wealth (*ḥifẓ al-māl*), promotion of justice, prevention of harm, and protection of legitimate consumer interests. Fourth, comparative analysis is undertaken to identify regulatory inconsistencies, normative complementarities, and opportunities for strengthening consumer safeguards through an integrated Islamic and positive legal framework. Theil (2025) emphasizes the importance of coherent legal

interpretation in doctrinal research, while Choudhary (2024) supports the combination of complementary legal methodologies to address complex legal questions. To strengthen analytical credibility, the study applies source triangulation by comparing statutory provisions, authoritative Islamic legal literature, and contemporary scholarly interpretations. The final stage synthesizes the findings into a conceptual consumer protection framework integrating Islamic commercial ethics, legal certainty, platform accountability, and regulatory enforcement. This framework is intended to provide normative recommendations rather than empirically validated conclusions regarding regulatory effectiveness.

## C. RESULTS AND DISCUSSION

The findings of this literature-based study reveal that consumer protection in e-commerce transactions has become increasingly complex due to the rapid development of digital marketplaces, electronic payment systems, and technology-driven business models. The normative analysis identifies several fundamental consumer protection issues, including information asymmetry, misleading product descriptions, unauthorized personal data processing, unfair contractual provisions, and limited access to effective dispute resolution mechanisms. These challenges demonstrate that the expansion of digital commerce is not always accompanied by adequate legal safeguards capable of protecting consumers from financial and informational vulnerabilities. Singh et al. (2024) demonstrate that information integrity, confidentiality, privacy protection, and prevention of unauthorized secondary data use significantly influence consumer trust in e-commerce platforms. Their findings indicate that consumer confidence depends not merely on technological convenience but also on the reliability and accountability of digital commercial systems. Furthermore, Zac et al. (2025) identify the vulnerability of online consumers to manipulative interface designs, commonly known as *dark patterns*, which can influence purchasing decisions and undermine consumer autonomy. The synthesis of these studies indicates that consumer protection in digital transactions requires a broader legal understanding that encompasses not only contractual rights but also informational fairness, digital autonomy, and protection against technologically facilitated exploitation. Consequently, effective consumer protection should address the structural imbalance between consumers, business operators, and digital platform providers through preventive safeguards, transparent commercial practices, and accessible mechanisms for legal remedies.

The second finding demonstrates that Islamic commercial jurisprudence (*fiqh al-muʿāmalāt*) provides a comprehensive normative foundation for protecting consumers in electronic transactions. The analysis identifies justice (*al-ʿadl*), honesty (*ṣidq*), trustworthiness (*amānah*), mutual consent (*al-tarāḍī*), and public welfare (*maṣlaḥah*) as fundamental principles governing legitimate commercial relationships. These principles are complemented by the prohibition of excessive contractual uncertainty (*gharar*), fraudulent misrepresentation (*tadlīs*), and unjust enrichment. Within e-commerce transactions, these principles require sellers to provide accurate product descriptions, disclose relevant contractual information, establish transparent pricing, and ensure that consumers voluntarily accept contractual obligations based on adequate knowledge. The principle of *khiyār*, which provides contractual options under specified jurisprudential conditions, is particularly relevant to consumer remedies when delivered products differ from agreed specifications or contain undisclosed defects. The literature also suggests

that *maqāṣid al-sharīʿah*, particularly the preservation of wealth (*ḥifẓ al-māl*), offers an ethical and normative basis for preventing financial harm and promoting equitable commercial relationships. Mujib's (2025) examination of Indonesian e-commerce regulation demonstrates the relevance of Ibn Ashur's *maqāṣid al-sharīʿah* framework for addressing legal uncertainty, justice, and the protection of consumers and business actors in digital trade. Accordingly, this study finds that Islamic legal principles can function as substantive evaluative standards for examining the fairness of digital commercial transactions rather than merely as supplementary religious considerations.

The third finding indicates that Indonesia possesses a substantial statutory foundation for protecting consumers in digital commerce, although the interaction between existing regulations presents several legal and institutional challenges. The principal instruments examined include Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 1 of 2024, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, and Law Number 27 of 2022 concerning Personal Data Protection. These regulations establish complementary legal obligations relating to consumer rights, electronic transactions, business responsibilities, and personal information protection. Nevertheless, the documentary analysis identifies potential difficulties concerning the allocation of responsibility among sellers and platform providers, the enforceability of electronic contractual provisions, personal data processing, and the effectiveness of consumer dispute resolution. Sobandi and Indriati (2025) identify weaknesses relating to cross-border personal data transfers, contractual clauses that disadvantage consumers, and limitations in regulatory supervision and enforcement. Their findings demonstrate the continuing need to strengthen legal safeguards against practices that may undermine consumer rights in electronic transactions. The analysis further suggests that the existence of multiple regulatory instruments does not necessarily guarantee integrated protection, particularly when consumers experience difficulties identifying the responsible party or obtaining appropriate remedies. Therefore, the effectiveness of Indonesia's digital consumer protection framework depends on regulatory coherence, institutional coordination, business compliance, and accessible enforcement mechanisms.

The fourth finding highlights the potential for integrating Islamic legal principles with Indonesian digital economy regulations to develop a more comprehensive and ethically grounded consumer protection framework. The synthesis identifies five interrelated dimensions of integration: contractual transparency, substantive fairness, personal data protection, business and platform accountability, and accessible consumer remedies. Contractual transparency corresponds with the prohibition of *tadlīs* and unjustified *gharar*, while substantive fairness reflects the principles of *al-ʿadl* and informed mutual consent. Personal data protection can be evaluated through the broader objectives of *maqāṣid al-sharīʿah*, particularly the preservation of wealth, dignity, and legitimate individual interests. Furthermore, business accountability is consistent with *amānah* and the obligation to prevent harm, while consumer remedies may be strengthened through relevant applications of *khiyār*, compensation, and equitable dispute settlement. Mujib (2025) demonstrates that *maqāṣid al-sharīʿah* can provide a conceptual basis for reforming Indonesian e-commerce regulation toward greater justice and public

welfare. Similarly, Sobandi and Indriati (2025) emphasize the necessity of strengthening business responsibilities and regulatory enforcement in the digital marketplace. Building upon these perspectives, this study proposes an integrated framework that connects Islamic legal values with positive legal obligations throughout the consumer transaction process, from pre-contractual information disclosure to post-transaction dispute resolution. The proposed framework is a normative conceptual synthesis rather than an empirically tested regulatory model, and its implementation requires further institutional evaluation and practical validation.

**Discussion**

The integration of Islamic legal principles with digital economy regulations represents an important development in contemporary consumer protection theory, particularly as electronic commerce increasingly challenges conventional assumptions regarding contractual equality, transparency, and informed consent. Traditional consumer protection frameworks generally emphasize statutory rights, contractual obligations, and remedies for violations, whereas Islamic commercial jurisprudence introduces additional ethical considerations involving justice, trustworthiness, honesty, and the prevention of harm. These approaches are not inherently contradictory; rather, they can complement each other by connecting formal legal compliance with substantive fairness in economic relationships. Within Islamic jurisprudence, the validity of commercial transactions depends not only on the existence of an agreement but also on the fulfillment of relevant contractual requirements and the absence of prohibited elements, such as deception and unjustified uncertainty. In digital transactions, these concerns become particularly significant because consumers frequently rely on information controlled by sellers and platform providers. Singh et al. (2024) demonstrate that information integrity and confidentiality contribute significantly to consumer trust, reinforcing the importance of transparent and reliable digital business practices. Meanwhile, Mujib (2025) argues that the limitations of Indonesian e-commerce regulation can be examined through the objectives of Islamic law, particularly justice and public welfare. These perspectives support the argument that integrating Islamic legal principles with digital consumer protection can strengthen the normative basis of commercial regulation by extending its orientation beyond procedural compliance toward the prevention of exploitation and the protection of legitimate consumer interests.

The principle of mutual consent (*al-tarāḍī*) occupies a central position in evaluating the legitimacy of electronic contracts, particularly when consumers interact with complex digital interfaces and standardized contractual terms. Although clicking an agreement button may constitute a recognizable expression of contractual acceptance under applicable legal provisions, the substantive quality of consent depends on whether consumers receive sufficient information and are able to exercise meaningful freedom of choice. This distinction becomes particularly important when digital platforms employ misleading interface designs, hidden charges, artificial scarcity notifications, or procedures that make the cancellation of subscriptions unnecessarily difficult. Zac et al. (2025) provide empirical evidence that *dark patterns* can influence consumer decisions across different demographic groups, suggesting that digital manipulation is not limited to individuals traditionally categorized as vulnerable. From the perspective of Islamic law,

deceptive commercial practices may raise concerns under the prohibition of *tadlīs*, while material uncertainty regarding contractual objects, prices, or obligations may implicate the doctrine of *gharar*. However, the application of these principles requires careful evaluation of the specific transaction, because not every persuasive interface or instance of uncertainty automatically invalidates a contract under Islamic jurisprudence. The concept of *khiyār* further provides a jurisprudential basis for examining consumer options where goods are defective or fail to conform to contractual specifications, subject to the conditions recognized by the relevant school of jurisprudence. Accordingly, an integrated consumer protection framework should emphasize clear product information, transparent pricing, accessible contractual terms, meaningful consent mechanisms, and fair procedures for cancellation, returns, and refunds. Such measures would strengthen both the procedural validity and substantive fairness of electronic transactions.

Personal data protection constitutes another critical dimension of integrating Islamic legal principles with digital economy regulations. Modern e-commerce platforms collect and process extensive consumer information, including identification details, transaction histories, payment preferences, location-related information, and behavioral data used for personalized advertising. Although these activities may improve service efficiency and commercial relevance, they also introduce risks involving unauthorized access, excessive data collection, discriminatory profiling, and the secondary use of information without an appropriate legal basis. Singh et al. (2024) identify privacy protection, information confidentiality, and the prevention of unauthorized secondary data use as significant factors influencing consumer trust in electronic commerce. In Indonesia, Law Number 27 of 2022 concerning Personal Data Protection establishes legal requirements governing personal data processing and associated rights and obligations. Nevertheless, Sobandi and Indriati (2025) identify regulatory weaknesses concerning cross-border data transfers, detrimental contractual provisions, and enforcement mechanisms. From an Islamic legal perspective, the protection of personal information can be evaluated through *amānah*, the prevention of harm (*lā ḍarar wa lā ḍirār*), and the broader objectives of *maqāṣid al-sharīʿah*, particularly the protection of legitimate property interests and personal dignity. The responsibility of digital platform providers therefore extends beyond merely establishing privacy policies to ensuring that personal information is collected, processed, stored, and disclosed in accordance with applicable legal requirements and ethical obligations. Effective integration requires transparent data governance, appropriate security measures, meaningful mechanisms for exercising data subject rights, and clear accountability when personal information is mishandled. However, the precise legal implications of particular data practices must be determined through the applicable statutory provisions rather than inferred solely from general ethical principles.

The relationship between digital platform accountability and consumer dispute resolution also requires further consideration because e-commerce transactions often involve multiple parties with different contractual and operational responsibilities. Unlike conventional retail transactions, digital commerce may involve sellers, marketplace operators, electronic payment providers, delivery services, and third-party data processors. This complex structure can complicate the determination of legal responsibility when consumers encounter

defective goods, failed payments, unauthorized transactions, or delayed refunds. Indonesian consumer protection law provides an important foundation for addressing violations, while regulations governing electronic transactions and trade through electronic systems establish additional obligations relevant to digital commercial activities. However, the distribution of legal responsibility among the parties must be examined according to their actual functions, applicable duties, contractual relationships, and involvement in the harmful conduct. Sobandi and Indriati (2025) emphasize the importance of strengthening regulatory enforcement and alternative dispute resolution mechanisms to address existing weaknesses in consumer protection. From the perspective of Islamic commercial jurisprudence, accountability can be assessed through the principles of *amānah*, *ḍamān* (liability or compensation under applicable jurisprudential conditions), and the obligation to prevent unjust harm. Integrating these concepts with positive legal provisions may strengthen the ethical justification for appropriate compensation and equitable dispute settlement. Nevertheless, Islamic principles should not be interpreted as automatically imposing identical liabilities on every intermediary involved in a digital transaction. Instead, their application should consider causation, contractual obligations, negligence, and relevant jurisprudential requirements. Consequently, an effective consumer protection system should provide accessible complaint channels, transparent refund procedures, clear information concerning responsible parties, and dispute resolution mechanisms that are proportionate, affordable, and capable of addressing the distinctive characteristics of digital commerce.

Based on the preceding analysis, this study proposes an integrated Islamic legal and digital regulatory framework for strengthening consumer protection in electronic commerce. The framework consists of five complementary dimensions: preventive protection through transparent information and ethical digital interface design; contractual protection through fairness, meaningful consent, and clearly defined obligations; informational protection through responsible personal data governance; corrective protection through appropriate liability, compensation, and consumer remedies; and institutional protection through regulatory supervision and accessible dispute resolution. Each dimension connects relevant Islamic legal principles with corresponding regulatory responsibilities. For example, *ṣidq* and the prohibition of *tadlīs* provide normative guidance for truthful advertising, while *al-tarāḍī* and the prohibition of unjustified *gharar* support informed consent and contractual clarity. The principle of *amānah* reinforces responsible business conduct, whereas *ḥifẓ al-māl* emphasizes protection against financial exploitation and unjust economic losses. This framework is consistent with Mujib's (2025) argument that Indonesian e-commerce regulation requires a stronger orientation toward justice and public welfare based on *maqāṣid al-sharīʿah*. It also responds to the consumer trust concerns identified by Singh et al. (2024), the risks of manipulative digital design examined by Zac et al. (2025), and the personal data protection challenges discussed by Sobandi and Indriati (2025). The theoretical contribution of this study lies in conceptualizing Islamic legal principles and digital regulations as complementary foundations for substantive consumer protection. Its practical implications include the development of ethical marketplace governance standards, clearer accountability mechanisms, improved consumer information requirements, and more accessible dispute resolution procedures. Nevertheless, because the proposed framework is derived from normative legal and literature

analysis, its operational effectiveness remains to be evaluated through empirical research involving consumers, digital platform operators, regulators, and dispute resolution institutions.

## D. CONCLUSION

This study concludes that consumer protection in e-commerce transactions requires an integrated legal framework that combines the normative principles of Islamic commercial jurisprudence with Indonesia's digital economy regulations. The rapid expansion of electronic commerce has introduced complex challenges involving information asymmetry, misleading product descriptions, unfair contractual provisions, personal data misuse, unclear platform responsibilities, and limited access to effective dispute resolution mechanisms. Although Indonesia has established various regulatory instruments, including consumer protection legislation, electronic transaction regulations, and personal data protection laws, the findings indicate that regulatory fragmentation, enforcement limitations, and unequal relationships between consumers and digital business operators continue to constrain effective consumer protection. From the perspective of Islamic law, the principles of justice (*al-ʿadl*), honesty (*ṣidq*), trustworthiness (*amānah*), mutual consent (*al-tarāḍī*), and the prohibition of deception (*tadlīs*) and excessive uncertainty (*gharar*) provide essential normative foundations for ensuring fairness and transparency in digital commercial relationships. Furthermore, *maqāṣid al-sharīʿah*, particularly the preservation of wealth (*ḥifẓ al-māl*), reinforces the importance of preventing financial exploitation, safeguarding consumer interests, and promoting equitable economic transactions.

The principal contribution of this study lies in the formulation of an Integrated Islamic Legal and Digital Consumer Protection Framework that connects Islamic jurisprudential values with contemporary regulatory responsibilities through five interconnected dimensions: information transparency, contractual fairness, personal data protection, business accountability, and effective consumer remedies. This framework demonstrates that Islamic legal principles and positive law can function as complementary instruments for strengthening substantive justice, legal certainty, and ethical responsibility within digital marketplaces. Theoretically, the study contributes to the development of contemporary Islamic economic law by extending the application of *fiqh al-muʿāmalāt* and *maqāṣid al-sharīʿah* to emerging challenges in digital commerce. Practically, the findings highlight the importance of strengthening regulatory harmonization, improving platform accountability, promoting transparent contractual practices, and establishing accessible consumer dispute resolution mechanisms. However, as this study is based on normative legal analysis and library research, the proposed framework remains conceptual and requires empirical validation. Future research should examine its applicability through comparative regulatory studies, consumer experiences, and institutional assessments involving marketplace operators and consumer protection authorities. Ultimately, integrating Islamic legal principles with digital economy regulations offers a promising foundation for developing a transparent, accountable, equitable, and sustainable e-commerce ecosystem that protects consumer rights while supporting responsible digital economic growth.

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