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Original Article

Cash on Delivery in Online Sales from the Perspective of Islamic Law: The Status of the Sale Contract and the Allocation of Risk

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Abstract

Cash on delivery (COD) has become one of the most widely used payment methods in Indonesian e-commerce, allowing buyers to order goods online and pay the courier in cash when the goods arrive. The method has generated debate in Islamic law because the buyer does not see the goods at the time of ordering, payment is deferred until delivery, a courier stands between the parties, and buyers frequently refuse or cancel orders. This article examines the status of online sales concluded through COD from the perspective of Islamic law and the allocation of risk among sellers, buyers and couriers. It employs normative research with conceptual and statutory approaches, analysing the classical doctrines of sale (*bay'*), *salam*, *istishna'*, agency (*wakalah*), option rights (*khiyar*) and uncertainty (*gharar*), together with fatwas of the National Sharia Board, the Compilation of Sharia Economic Law and recent Indonesian scholarship. The findings show that most studies regard COD sales as valid and permissible where the pillars and conditions of sale are fulfilled, the goods are clearly described, the price and fees are transparent and the buyer retains option rights, while a minority considers COD problematic where the contract is concluded online with both counter-values deferred or where gharar is excessive. The article concludes that COD is best understood as a valid sale with deferred delivery and payment, completed by the exchange at the doorstep, whose fairness depends on accurate description, inspection before payment, transparent fees and a clear allocation of the costs of unjustified refusal.

Keywords: Cash On Delivery; Islamic Law; Online Sale; Gharar; Khiyar

Introduction

Few innovations have changed the everyday practice of trade in Indonesia as rapidly as electronic commerce. Through marketplace applications, a buyer in a remote village can order goods from a seller in another province, and the goods arrive within days. Among the payment methods offered by these platforms, cash on delivery (COD) occupies a special place: the buyer orders the goods online but pays the courier in cash only when the goods arrive at the door. Studies of COD practice describe a common sequence in which the buyer selects goods, checks out through the application, receives the goods from a courier and pays in cash on arrival.[1] For buyers who distrust online

[1] Azimar Syamsi and Arsal, 'Analisis Akad pada Transaksi E-Commerce dengan Metode Cash on Delivery (COD) Perspektif Fikih Mu'amalah', *Journal of Islamic Law and Wisdom*, 1.1 (2025), 1–16 https://ejournal.uinbukittinggi.ac.id/jilaw/article/view/9380; Bachrul Ulum, 'Analisis Akad Menggunakan Sistem Pembayaran COD pada Transaksi Online', *Tabsyir: Jurnal Dakwah dan Sosial Humaniora*, 2.3 (2021), 11–25 https://doi.org/10.59059/tabsyir.v2i3.630; Musbikhin, Arif Maghfur, and Dian Elisia, 'Sistem Cash on

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payment or lack access to banking, COD reduces the fear of fraud; for sellers, it expands the market. Yet COD also raises a question that Muslim buyers and sellers increasingly ask: what is the status of a sale concluded in this way under Islamic law?

The question is neither theoretical nor marginal. Islamic law treats trade as lawful and prohibits the consumption of property through falsehood, requiring that trade be conducted by mutual consent.[2] At the same time, the Prophetic tradition prohibits sales involving *gharar*, that is, uncertainty or risk regarding the existence, quality, quantity or delivery of the object.[3] COD transactions touch both principles. The buyer does not see the goods when ordering, relying instead on photographs and descriptions; neither the goods nor the price is exchanged at the moment the order is placed; and a courier who is neither the seller nor the buyer delivers the goods and collects the money. Each of these features may be read as a source of uncertainty or as a legitimate adaptation of classical forms to new technology.

The appeal of COD is closely linked to the social context of Indonesian e-commerce. Many buyers, particularly outside the large cities, do not use bank accounts or electronic wallets, and many are wary of paying in advance for goods from sellers they do not know. COD allows them to participate in online trade while retaining the reassurance of paying only when the goods are in front of them. Musbikhin, Maghfur and Elisia describe COD as a method in which goods are selected online, ordered through a website or application and paid for in cash on delivery, and consider that it accords with the values of fairness and openness.[4] The popularity of the method among Muslim consumers, documented among students of an Islamic institute in Indramayu, makes its status under Islamic law a matter of everyday religious concern rather than abstract doctrine.[5]

The scholarly literature reflects this ambiguity. Many Indonesian studies conclude that online sales using COD are permissible in Islamic law.[6] Miftahussurur and Aisyah, for example, argue that COD is consistent with Islamic law when the transaction satisfies the requirements of a valid contract, avoids gharar, and reflects fairness and mutual consent.[7] Rahmatillah concludes that COD sales are valid when their elements are fulfilled and the option for defects (*khiyar al-'ayb*) is applied.[8] Other studies are more cautious. Iin reports that, while some scholars consider COD permissible, the majority view regards it as impermissible because of speculative gharar.[9] Lestari and Agustami distinguish between COD contracts concluded face to face at the moment of delivery, which they consider permissible, and contracts formed online before delivery with deferred payment, which they consider impermissible because they resemble an exchange of debt for debt.[10]

Delivery (COD) dalam Jual Beli Online Menurut Perspektif Ekonomi Islam', *Al-Muzdahir: Jurnal Ekonomi Syariah*, 6.2 (2024), 84–89 https://doi.org/10.55352/ekis.v6i2.917.

[2] Qur'an 2:275 and 4:29; Hendi Suhendi, *Fiqh Muamalah* (Depok: Rajawali Pers, 2019).

[3] Muslim, *Sahih Muslim*, Kitab al-Buyu', hadith on the prohibition of bay' al-gharar; Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah* (Jakarta: Kencana Prenada Media Group, 2012).

[4] Musbikhin, Maghfur, and Elisia, 'Sistem Cash on Delivery (COD)'.

[5] Intan Khoiriyah and Rizal Maulana, 'The Practice of Buying and Selling Online Using the Cash on Delivery Method on the Shopee Application in the Perspective of Islamic Law: A Case Study of Students of the Az-Zaytun Islamic Institute of Indonesia', *Journal of Legal Research*, 4.4 (2022), 935–50 https://doi.org/10.15408/jlr.v4i4.27248.

[6] Ubaidillah and Mohammad Samsul Arifin, 'Perspektif Hukum Islam terhadap Cash on Delivery pada E-Commerce', *Lex Economica Journal*, 2.1 (2024), 49–61 https://doi.org/10.35719/lexcon.v2i1.34; Wildan Miftahussurur and Silfin Aisyah, 'Pembayaran Sistem COD Perspektif Syariah', *Lex Economica Journal*, 2.2 (2024), 142–56 https://doi.org/10.35719/lexcon.v2i2.43; Musbikhin, Maghfur, and Elisia, 'Sistem Cash on Delivery (COD)'.

[7] Miftahussurur and Aisyah, 'Pembayaran Sistem COD Perspektif Syariah'.

[8] Putri Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions with Cash on Delivery System According to Sharia Economic Law', *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah*, 5.1 (2024), 179–207 https://doi.org/10.22373/al-mudharabah.v5i1.4688.

[9] Khofifa Khurin Iin, 'Studi Kasus antara Kehalalan dan Keharaman COD (Cash on Delivery) dalam Islam', *Maliki Interdisciplinary Journal*, 2.7 (2024), 25–30 https://urj.uin-malang.ac.id/index.php/mij/article/view/9467.

[10] Ayu Putri Lestari and Eli Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam (Studi Kasus pada Olshoopootd_Uwik Kec. Percut Sei Tuan Kab. Deli Serdang) Tahun 2022', *Mutlaqah: Jurnal Kajian Ekonomi Syariah*, 3.1 (2022), 7–14 https://jurnal.uisu.ac.id/index.php/mulaqah/article/download/6138/4532.

The practical problems of COD reinforce the importance of the question. Khoiriyah and Maulana found that COD orders on Shopee are often cancelled by buyers because the product does not match its listing, the buyer lacks funds, the item arrives damaged, the buyer cannot be reached or the buyer simply changes his mind.[11] Ajam observes that COD sales create uncertainty for sellers and that formal law enforcement is poorly suited to small-value transactions, so that platform dispute procedures become the practical route of redress.[12] Ramadhani, Fitrian and Wibisono treat unilateral cancellation without a clear reason as a breach of contract under the Civil Code.[13] Munir and Rahman document couriers adding surcharges to COD payments without clearly informing customers.[14] The status of a COD sale is therefore inseparable from the question of how the risks of non-conformity, refusal and additional charges are distributed among the parties.

The starting point of any assessment is the general principle of Islamic commercial law that transactions are permissible unless there is evidence prohibiting them (*al-asl fi al-mu'amalat al-ibahah*). Contemporary textbooks of fiqh mu'amalah adopt this maxim as the basis for evaluating new forms of transaction, so that the question is not whether COD is expressly permitted by the sources, which it could not be, but whether it contains a feature that the sources prohibit.[15] The burden of argument therefore lies on those who consider COD impermissible to show that it involves riba, excessive gharar, maysir, injustice or another prohibited element. This allocation of the burden shapes the analysis in the sections that follow.

A further strand of the literature concerns the classification of online contracts in general. Muttaqin argues that e-commerce shares core features with *bay' al-salam*, the advance sale practised in early Islamic history, while differing in technical respects such as the manner of offer, description of goods and payment.[16] Afrelian, Putri and Robe'nur consider murabahah and salam contracts well suited to e-commerce, but identify risks of gharar from inaccurate product descriptions and disputes over the validity of digital offer and acceptance.[17] Hakim, Al Yamani and Salsabila argue that e-commerce platforms function as a standardised digital form of contract in which product listings, photographs, the checkout button and review systems reduce gharar.[18] Razali, writing in the international literature, warns that the absence of the parties' physical presence could allow gharar to dominate online contracts unless the relevant issues are resolved.[19]

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[11] Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.

[12] Mufijar Ajam, 'Legal Analysis of Default in Sale and Purchase Transactions Using the Cash on Delivery Payment Method on the Shopee Marketplace', *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah*, 7.1 (2026), 152–66 https://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/9692.

[13] Yuli Eka Putri Ramadhani, Achmad Fitrian, and Arief Wibisono, 'Perlindungan Hukum Penjual terhadap Pembatalan Sepihak oleh Pembeli pada Sistem Cash on Delivery', *Al Manhaj: Jurnal Hukum dan Pranata Sosial Islam*, 5.2 (2023), 2575–88 https://doi.org/10.37680/almanhaj.v5i2.3472.

[14] Misbakhul Munir and Abd. Rahman, 'Praktik Mark Up Harga oleh Kurir J&T Express Drop Point Batuan pada Sistem Pembayaran Cash on Delivery dalam Jual Beli Online Perspektif Hukum Ekonomi Syari'ah', *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial*, 13.2 (2026), 474–82 https://doi.org/10.31604/jips.v13i2.2026.474-482.

[15] Mardani, *Fiqh Ekonomi Syariah*; Oni Sahroni and Hasanuddin, *Fikih Muamalah: Dinamika Teori Akad dan Implementasinya dalam Ekonomi Syariah* (Jakarta: Rajawali Pers, 2018); Imam Mustofa, *Fiqih Mu'amalah Kontemporer* (Depok: Rajagrafindo Persada, 2019).

[16] Azhar Muttaqin, 'Transaksi E-Commerce dalam Tinjauan Hukum Jual Beli Islam', *Ulumuddin: Journal of Islamic Legal Studies*, 7.1 (2013) https://doi.org/10.22219/ulumuddin.v7i1.1304.

[17] Muhamad Ibnu Afrelian, Chamdini Putri, and Khufyah Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce: Studi terhadap Akad Murabahah dan Salam di Era Digital', *Al-Urban: Jurnal Ekonomi Syariah dan Filantropi Islam*, 8.2 (2024), 204–11 https://doi.org/10.22236/alurban_vol8.i2/18107.

[18] Luqman Hakim, Jalaluddin Al Yamani, and Tasya Salsabila, 'Transformasi Akad: Peran Platform E-Commerce dalam Menjembatani Perdebatan Shighat dan Mitigasi Gharar pada Jual Beli Kontemporer', *El-Uqud: Jurnal Kajian Hukum Ekonomi Syariah*, 3.2 (2025), 103–14 https://doi.org/10.24090/eluqud.v3i2.14698.

[19] Siti Salwani Razali, 'Online Contract and the Issues of Gharar and Uncertainty', *IIUM Law Journal*, 16.1 (2008), 51–64 https://doi.org/10.31436/iiumlj.v16i1.43.

The question also has a regulatory dimension. Indonesian positive law recognises electronic contracts as binding on the parties and imposes duties of accurate information on business actors.[20] Trading through electronic systems is regulated by government regulation.[21] For Muslim actors, the Compilation of Sharia Economic Law and the fatwas of the National Sharia Board of the Indonesian Council of Ulama (DSN-MUI) provide normative guidance on sale, salam and istishna' contracts.[22] Nusrhoh and Damanik have already applied the Compilation to COD practice and found that buyers and sellers rely on option rights such as the right to return defective or non-conforming goods.[23]

The positive-law literature and the Islamic-law literature on COD have so far proceeded on parallel tracks. Ramadhani, Fitrian and Wibisono, writing in a journal of Islamic law and social institutions, analyse the protection of sellers against unilateral cancellation entirely through the Civil Code.[24] Ajam combines the analysis of default with sharia principles but focuses on enforcement and platform procedures.[25] The studies of gharar, by contrast, rarely consider the remedies available when a COD transaction fails.[26] A full account of the status of COD sales requires these strands to be brought together, since the validity of a contract and the consequences of its breach are two aspects of the same legal relationship.

Despite this literature, three gaps remain. First, most studies reach their conclusions on the permissibility of COD without specifying which contract the transaction embodies and at what moment the contract is concluded, although these questions determine whether the objections based on gharar and on the exchange of debt for debt apply. Second, the literature on the validity of COD and the literature on default, cancellation and courier fees have developed separately, although in practice they concern the same transaction. Third, few studies propose a framework for allocating the risks of COD among sellers, buyers, couriers and platforms in accordance with Islamic principles. This article seeks to fill these gaps.

The contribution of the article is threefold. Doctrinally, it reconstructs the contractual structure of COD and identifies the moment at which the sale is concluded and completed. Analytically, it maps the positions in the literature on the status of COD and explains their divergence by reference to the different constructions of the contract they adopt. Practically, it proposes measures concerning description, inspection, fees and the consequences of refusal that would make COD transactions fairer and more consistent with sharia principles. The article argues that COD is best understood as a valid sale whose completion occurs at the doorstep, and that its legitimacy depends less on the payment method itself than on the transparency and fairness of the arrangements that surround it.

Accordingly, the article addresses three questions. First, which contract or combination of contracts does a COD transaction embody under Islamic law? Second, what is the legal status of a COD sale, and how should the concerns about gharar and deferred counter-values be assessed? Third, how should the risks of non-conformity, unilateral cancellation and additional charges be allocated among the parties so that the transaction remains consistent with the principles of mutual consent and justice?

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[20] Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016 and Law No. 1 of 2024, art. 18(1); Law No. 8 of 1999 on Consumer Protection, arts 4 and 7.

[21] Government Regulation No. 80 of 2019 on Trading through Electronic Systems.

[22] Supreme Court Regulation No. 2 of 2008 on the Compilation of Sharia Economic Law; Fatwa DSN-MUI No. 110/DSN-MUI/IX/2017 on Sale Contracts.

[23] Afifah Nusrhoh and Agustina Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery di Kelurahan Kalangan Ditinjau Kompilasi Hukum Ekonomi Syariah', *Jurnal El-Thawalib*, 3.6 (2022) https://doi.org/10.24952/el-thawalib.v3i6.6653.

[24] Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'.

[25] Ajam, 'Legal Analysis of Default'.

[26] Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery (COD) Practices in Online Marketplaces', *Muamalatuna*, 17.1 (2025), 65–87 https://doi.org/10.37035/mua.v17i1.12298; Murniasih and others, 'Transaksi E-Commerce dengan Metode COD (Analisa Fiqh Muamalah terhadap Potensi Ketidakjelasan (Gharar))', *SOSEBI: Jurnal Penelitian Mahasiswa Ilmu Sosial, Ekonomi, dan Bisnis Islam*, 5.2 (2025), 258–72 https://ejournal.uinsatu.ac.id/index.php/sosebi/article/download/11402/3109.

Method

This study employs normative legal research in the field of Islamic economic law. It treats Islamic law as a normative system derived from the Qur'an, the Sunnah and the reasoning of jurists, and examines how its principles apply to a contemporary commercial practice. Two approaches are combined. The conceptual approach examines the classical doctrines of sale, salam, istishna', agency, option rights and gharar as formulated in the fiqh literature and in contemporary textbooks of Islamic commercial law.[27] The statutory approach examines the Compilation of Sharia Economic Law, the fatwas of the DSN-MUI on salam, istishna' and sale contracts, and relevant provisions of Indonesian positive law, including the Civil Code, the Consumer Protection Law, the Electronic Information and Transactions Law and the regulation on trading through electronic systems.

The materials consist of primary, secondary and tertiary sources. Primary materials comprise the Qur'an and hadith as cited in the fiqh literature, DSN-MUI fatwas, the Compilation of Sharia Economic Law and statutory provisions. Secondary materials comprise five seminal books on Islamic commercial law and contract theory, together with twenty-seven peer-reviewed journal articles published between 2008 and 2026 that address COD, online sales, gharar, option rights or the construction of contracts in e-commerce. Each journal article was verified against the publisher's website or an institutional repository for its authors, title, volume, pages and, where available, digital object identifier. News reports, religious advice columns and unpublished theses were excluded so that the analysis rests on scholarly sources that can be checked by readers.

The materials were analysed qualitatively through deductive and comparative reasoning. Deductive reasoning was used to apply the pillars and conditions of sale and the prohibitions of gharar and of the exchange of debt for debt to the stages of a COD transaction. Comparative reasoning was used to compare the positions taken in the literature and to explain their divergence by reference to the contractual construction each adopts. The empirical findings of studies conducted in particular localities, such as Padangsidimpuan, Deli Serdang, Indramayu and Situbondo, were used not as primary data but as illustrations of how COD operates in practice.[28]

The analysis proceeds in three stages that correspond to the research questions. The first stage reconstructs the contractual structure of COD. The second stage assesses the status of COD sales in light of the requirements of a valid sale, the doctrine of gharar and the positions in the literature. The third stage examines default, unilateral cancellation and courier fees and proposes an allocation of risk among the parties. The results are summarised in two tables that serve as an analytical framework for practitioners, platforms and regulators. The study has limitations: it relies on the empirical studies as reported in the literature and does not independently survey the practice of particular platforms, so that its findings are offered as a normative framework that can guide further empirical research.

Results and Discussions

The Contractual Structure of Cash on Delivery: Sale, Salam, Istishna' and Agency

Any assessment of the status of COD must begin with the requirements of a valid sale. Classical and contemporary fiqh identify the pillars (*arkan*) of sale as the contracting parties, the object of sale and the price, and the form of offer and acceptance (*sighah*).[29] Each pillar is subject to conditions. The parties must possess legal capacity and act by mutual consent; the object must exist or be capable of delivery, be owned by or under the authority of the seller, be lawful and be known to the

[27] Mardani, *Fiqh Ekonomi Syariah*; Suhendi, *Fiqh Muamalah*; Sahroni and Hasanuddin, *Fikih Muamalah*; Mustofa, *Fiqih Mu'amalah Kontemporer*; Ascarya, *Akad dan Produk Bank Syariah* (Depok: Rajawali Pers, 2017).

[28] Nusrhoh and Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery'; Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'; Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'; Moh. Idil Ghufron, 'Transaksi Akad Salam dan Akad Istishna' pada Jasa Pengiriman J&T Situbondo', *Jurnal Keadaban*, 3.1 (2021), 13–25 https://ejournal.unuja.ac.id/index.php/keadaban/article/download/2856/1278.

[29] Suhendi, *Fiqh Muamalah*; Mardani, *Fiqh Ekonomi Syariah*.

contracting parties; and the offer and acceptance must correspond to each other.[30] The question for COD is not whether these requirements apply, since they apply to every sale, but how they are satisfied in a transaction in which the parties never meet and the goods and price are exchanged at a later time and place.

The offer and acceptance in a COD transaction raise the first difficulty. In the classical model, offer and acceptance are exchanged in a single session (*majlis al-'aqd*), whether orally, in writing or by conduct. In e-commerce, the seller's listing functions as an offer or an invitation to offer, and the buyer's checkout functions as acceptance or as an offer accepted by the seller's confirmation. Hakim, Al Yamani and Salsabila argue that the checkout button and the standardised form of the platform constitute a valid form of non-verbal contract and help bridge the debate among the schools over the forms of *sighah*.[31] Mardiyah, Chanifudin and Wahab similarly note that online sales may be compared to salam or to sale by conduct (*mu'atah*), depending on how the transaction is structured.[32]

The concept of the contractual session has itself been adapted to electronic contracts. Pauzi Muhammad and others show that the option of the session (*khiyar al-majlis*) exists in electronic contracts only in a legal and customary sense, because the parties are in different physical locations, and that it may operate directly through real-time communication or indirectly through messages exchanged by email or chat.[33] The Prophetic tradition that 'the two parties to a sale have the option as long as they have not separated' thus finds a functional equivalent in the period during which an online order may still be cancelled.[34] In COD, the possibility of cancelling an order before dispatch performs this function.

The classical doctrine on the sale of absent goods (*bay' al-gha'ib*) is directly relevant to COD. The schools of Islamic law differed on whether goods not present at the contractual session may be sold. The Hanafi school permits such a sale and grants the buyer the option of inspection when he sees the goods; the Maliki school permits it where the goods are described with sufficient precision; and the later doctrine of the Shafi'i school is more restrictive, requiring that the goods be seen.[35] The online sale, in which the buyer relies on a description and photographs, is a contemporary form of the sale of absent goods by description. The disagreement among the schools on this classical question explains much of the disagreement in the contemporary literature on COD, since those who follow the more restrictive view will regard the absence of the goods at the time of ordering as a source of gharar, while those who follow the Hanafi or Maliki views will regard description and inspection as sufficient safeguards.

The sale by conduct (*bay' al-mu'atah*) offers a further classical analogy. Many jurists accepted that a sale may be concluded by the exchange of goods and price without spoken offer and acceptance, where custom treats such exchange as a sale.[36] Mardiyah, Chanifudin and Wahab draw on this concept in analysing online sales.[37] At the doorstep in a COD transaction, the buyer takes the goods and hands over the price, and the courier receives the price and leaves the goods. Even if one doubted the validity of the electronic offer and acceptance at checkout, the exchange at delivery would satisfy the requirements of a sale by conduct. The COD transaction thus contains two moments at which a sale may be concluded, which strengthens rather than weakens its validity.

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30 Sahroni and Hasanuddin, *Fikih Muamalah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.

31 Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.

32 Mardiyah, Chanifudin, and Abdul Wahab, 'Legalitas Transaksi Jual Beli Online dalam Perspektif Fiqih Muamalah', *EL-TA'DIB: Journal of Islamic Education*, 5.2 (2025), 252–64 https://doi.org/10.36085/el-tadib.v5i2.9810.

33 Pauzi Muhammad and others, 'Actualizing Islamic Economic Law in the Digital Era: A Study of the Application of Khiyar al-Majlis in Electronic Contracts', *JURIS (Jurnal Ilmiah Syariah)*, 23.2 (2024), 205–14 https://doi.org/10.31958/juris.v23i2.11573.

34 Al-Bukhari, *Sahih al-Bukhari*, Kitab al-Buyu', hadith on khiyar al-majlis; Muhammad and others, 'Actualizing Islamic Economic Law in the Digital Era'.

35 Mardani, *Fiqh Ekonomi Syariah*; Suhendi, *Fiqh Muamalah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.

36 Suhendi, *Fiqh Muamalah*; Sahroni and Hasanuddin, *Fikih Muamalah*.

37 Mardiyah, Chanifudin, and Wahab, 'Legalitas Transaksi Jual Beli Online'.

The second difficulty concerns the timing of the counter-values. In a COD transaction, neither the goods nor the price is delivered when the order is placed. The goods are delivered later by the courier, and the price is paid at the same moment. If the contract is regarded as concluded at checkout, it appears to be a contract in which both counter-values are deferred, which classical jurists discussed under the prohibition of the exchange of debt for debt (*bay' al-kali' bi al-kali'*). This is the concern underlying Lestari and Agustami's conclusion that COD contracts formed online before delivery, with deferred payment, are impermissible because they resemble an unpaid debt arrangement.[38]

The textual foundation of salam illustrates both its relevance and its limits. The Prophetic tradition permitting salam requires that whoever pays in advance for something should do so for a known measure, a known weight and a known term.[39] The tradition shows that Islamic law accepted the sale of goods not yet delivered, provided that the object and the term are precisely defined, and thereby admitted a measure of uncertainty about future performance. It also shows that the permission was granted in a form in which the price is paid in advance, so that only one counter-value is deferred. COD reverses this arrangement by deferring the price as well as the goods, which is why it cannot be treated simply as salam and must be analysed as a sale completed at delivery.

Several constructions have been proposed to answer this concern. The first treats COD as salam, a sale of described goods to be delivered in the future. Ghufron frames COD transactions handled by delivery services as salam or istishna' contracts and emphasises that salam requires full payment in advance for goods described with precision.[40] The DSN-MUI fatwa on salam likewise requires that the price be known and paid at the time the contract is agreed.[41] Since in COD the price is paid on delivery rather than at the conclusion of the contract, the salam construction does not fit COD precisely. It fits better the prepaid online sale, which is the reason why Muttaqin and Afrelian and others discuss salam in connection with e-commerce generally rather than COD specifically.[42]

The second construction treats COD as istishna', a contract for goods to be manufactured to order. Ghufron notes that istishna' allows more flexible payment, in instalments or deferred, for goods that are made to order.[43] The DSN-MUI fatwa on istishna' permits payment in accordance with the agreement of the parties.[44] Daulay and Hasibuan recommend istishna' contracts for COD transactions involving Muslim micro, small and medium enterprises.[45] This construction is suitable where the seller produces goods to the buyer's specifications, such as custom clothing or furniture, but it does not describe the typical COD purchase of ready-made goods held in stock.

The distinction between a promise (*wa'd*) and a contract (*'aqd*) helps clarify the status of the online order. In fiqh, a promise to sell or to buy is not yet a sale; it creates a moral, and in some views a legal, obligation to conclude the sale, but the transfer of ownership occurs only when the sale is concluded. Contemporary Islamic finance uses this distinction extensively, for example in the promise to purchase that precedes a murabahah sale.[46] Applied to COD, the buyer's checkout may be understood as a binding promise to purchase goods conforming to the description, which is converted into a sale when the buyer accepts the goods and pays the courier. This construction explains why the buyer may lawfully reject non-conforming goods without being in breach, while also explaining why a buyer who refuses conforming goods without reason acts wrongfully.

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38 Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'.
39 Al-Bukhari, *Sahih al-Bukhari*, Kitab al-Salam, hadith of Ibn 'Abbas; Ascarya, *Akad dan Produk Bank Syariah*.
40 Ghufron, 'Transaksi Akad Salam dan Akad Istishna".
41 Fatwa DSN-MUI No. 05/DSN-MUI/IV/2000 on Salam Sale; Ascarya, *Akad dan Produk Bank Syariah*.
42 Muttaqin, 'Transaksi E-Commerce dalam Tinjauan Hukum Jual Beli Islam'; Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'.
43 Ghufron, 'Transaksi Akad Salam dan Akad Istishna".
44 Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000 on Istishna' Sale; Ascarya, *Akad dan Produk Bank Syariah*.
45 Ahmad Toib Daulay and Abdul Nasser Hasibuan, 'Pembelian Sistem Cash on Delivery dalam Perspektif Islam (Analisis Nilai Dakwah Islam)', *Tadbir*, 7.2 (2025), 297–312 https://jurnal.uinsyahada.ac.id/index.php/Tadbir/article/download/17818/6933.
46 Ascarya, *Akad dan Produk Bank Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.

The third construction treats COD as an ordinary sale (*bay' mutlaq*) whose performance is postponed. Ajam observes that COD sales resemble a cash sale-and-purchase contract.[47] On this view, the order and confirmation constitute a promise or a sale conditional on inspection, and the sale is completed when the buyer receives the goods and pays the courier. The exchange of goods and price then takes place simultaneously, in the presence of the courier as the seller's representative, so that the transaction is in substance a cash sale concluded at the doorstep. Lestari and Agustami accept this construction where the contract is concluded face to face at delivery and the buyer retains the right to accept or reject the goods.[48]

The role of the courier is central to the third construction. In COD, the courier delivers the goods on behalf of the seller and collects the price on the seller's behalf, which corresponds to agency (*wakalah*). Pekerti, Susilowati and Herwiyanti analyse e-commerce transactions from the perspective of wakalah and salam, and show that sellers and buyers know the pillars and conditions of sale only in general terms.[49] When the courier acts as the seller's agent, the delivery of the goods to the buyer and the receipt of the price by the courier are legally attributable to the seller. The meeting between buyer and courier at the doorstep therefore functions as a meeting between buyer and seller.[50]

The construction of the courier as agent also clarifies the status of the courier's fee. Daulay and Hasibuan find that COD fees constitute legitimate compensation for services (*ujrah*) rather than riba when they are transparent and mutually agreed.[51] The fee is the price of the delivery and collection service, which is a separate contract of hire or agency for a fee, and not an increment on the price of the goods attributable to deferment. The distinction matters, because an increment charged solely for deferred payment would raise the question of riba, whereas a fee for an identifiable service does not.[52]

The platform adds a further layer. Marketplace platforms provide the listing, the checkout mechanism, the record of the order, the payment system and the dispute procedure. Hakim, Al Yamani and Salsabila show that these features make non-verbal transactions more certain.[53] Daulay and Hasibuan propose escrow arrangements based on safekeeping (*wadi'ah*) to protect the parties.[54] In COD, however, the platform does not hold the price before delivery, since the price is paid in cash to the courier. The protective function of the platform therefore lies less in holding funds than in recording the terms of the contract and administering cancellation and return procedures.

The standard terms of the platform raise the question of adhesion contracts. The buyer does not negotiate the terms of COD but accepts those set by the platform and the seller. Contemporary fiqh accepts standard-form contracts as valid, since the buyer remains free to accept or decline them and consent is expressed through acceptance, but it requires that their terms not be unjust or exploitative.[55] Hakim, Al Yamani and Salsabila's characterisation of the platform as a standardised digital form of contract implies that the fairness of COD depends substantially on the fairness of the platform's terms.[56] Terms that deny the buyer any effective option to reject non-conforming goods, or that impose on the buyer costs caused by the seller's failure, would be inconsistent with the principle of justice that governs Islamic contracts.

The construction of the courier as agent has a further consequence for the risk of loss in transit. In Islamic law, the risk of loss of the object of sale before delivery (*qabd*) lies with the seller, because

47 Ajam, 'Legal Analysis of Default'.
48 Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'.
49 Retno Dyah Pekerti, Dewi Susilowati, and Eliada Herwiyanti, 'Transaksi E-Commerce: Analisis Sudut Pandang Akad Wakalah dan Salam serta PSAK Syariah 103', *Soedirman Accounting Review*, 4.1 (2019), 78–100 https://doi.org/10.20884/1.sar.2019.4.1.1613.
50 Sahroni and Hasanuddin, *Fikih Muamalah*; Mardani, *Fiqh Ekonomi Syariah*.
51 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
52 Ascarya, *Akad dan Produk Bank Syariah*; Suhendi, *Fiqh Muamalah*.
53 Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.
54 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
55 Mustofa, *Fiqih Mu'amalah Kontemporer*; Sahroni and Hasanuddin, *Fikih Muamalah*.
56 Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.

the buyer has not yet taken possession.[57] Since the courier delivers the goods as the seller's agent, possession by the courier is possession by the seller, and the goods remain at the seller's risk until they are handed to the buyer. If the goods are lost or damaged in transit, the buyer is not obliged to pay, and the seller must seek recourse against the courier under the contract of carriage. This allocation is consistent with the practice of COD, in which payment is made only upon receipt, and reinforces the conclusion that the sale is completed at the doorstep.

The requirement that the seller own or control the goods raises a related issue. The Prophetic tradition prohibits selling what one does not possess, and the jurists derived from it the condition that the object be owned by or under the authority of the seller at the time of the sale.[58] In COD, where the sale is completed at delivery, the seller will ordinarily own the goods by that time, even if the seller acquired them after the order was placed. Where the seller does not hold the goods at the time of the order, the salam or istishna' construction may be more appropriate, provided that its conditions are satisfied. The construction of the contract must therefore be matched to the seller's actual position with regard to the goods.[59]

The significance of the doorstep exchange can be seen by comparing COD with prepaid online sales. In a prepaid sale, the buyer pays before the goods are dispatched and bears the risk that the goods will not arrive or will not conform, while the seller receives the price without having performed. Such a transaction fits the salam model when the goods are precisely described and the delivery date is fixed.[60] In COD, by contrast, neither party performs before the other: the goods and the price change hands at the same moment, in the presence of the buyer and the seller's agent. COD therefore restores, in a modern form, the simultaneity of exchange that characterises the cash sale in classical fiqh, and this simultaneity is the strongest argument for its validity.[61]

The foregoing analysis indicates that COD is a composite transaction. Its core is a sale of goods, ordinarily ready-made goods held by the seller, concluded through the platform and completed at the doorstep. Attached to this core are an agency for delivery and collection, performed by the courier for a fee, and the platform's services of intermediation and record-keeping. Salam and istishna' are relevant constructions in particular cases, but the typical COD transaction is best understood as a sale whose performance on both sides is postponed until delivery and is then executed simultaneously.[62] This construction provides the basis for assessing the status of COD sales.

The Legal Status of Cash on Delivery Sales: Validity, Gharar and Scholarly Disagreement

The dominant position in the Indonesian literature is that COD sales are valid and permissible. Ubaidillah and Arifin, using library research, conclude that COD-based online sales are permissible in Islamic law, despite scholarly disagreement and the requirement that the object be clearly known.[63] Musbikhin, Maghfur and Elisia find that COD aligns with Islamic economic values such as fairness, openness and adherence to principles.[64] Syamsi and Arsal conclude that the COD contract is permissible from the perspective of mu'amalah jurisprudence when the required terms and rules are met.[65] Handoko, Anggraini and Marliyah examine COD through the lens of Islamic commercial

[57] Suhendi, *Fiqh Muamalah*; Mardani, *Fiqh Ekonomi Syariah*.
[58] Abu Dawud, *Sunan Abi Dawud*, Kitab al-Buyu', hadith 'la tabi' ma laysa 'indak'; Mustofa, *Fiqih Mu'amalah Kontemporer*.
[59] Ghufron, 'Transaksi Akad Salam dan Akad Istishna"; Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'.
[60] Muttaqin, 'Transaksi E-Commerce dalam Tinjauan Hukum Jual Beli Islam'; Ascarya, *Akad dan Produk Bank Syariah*.
[61] Ajam, 'Legal Analysis of Default'; Suhendi, *Fiqh Muamalah*.
[62] Ajam, 'Legal Analysis of Default'; Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'; Pekerti, Susilowati, and Herwiyanti, 'Transaksi E-Commerce'.
[63] Ubaidillah and Arifin, 'Perspektif Hukum Islam terhadap Cash on Delivery'.
[64] Musbikhin, Maghfur, and Elisia, 'Sistem Cash on Delivery (COD)'.
[65] Syamsi and Arsal, 'Analisis Akad pada Transaksi E-Commerce'.

contracts and emphasise that Muslim traders must know the rules of permissible and forbidden conduct in business.[66]

The permissibility of COD in these studies is conditional rather than absolute. Miftahussurur and Aisyah make it depend on the satisfaction of the requirements of a valid contract, the avoidance of gharar, fairness and mutual consent.[67] Amani concludes that COD is permissible when the pillars and conditions of sale are met, and that e-commerce COD is acceptable if the agreement includes option rights such as the option for defects; she recommends offering an option to inspect goods before payment.[68] Murniasih and others make permissibility depend on a genuine order, agreed specifications, simultaneous payment and the buyer's option rights, and consider COD impermissible when goods are sent without a valid order or refused without a valid reason.[69] The common thread is that COD is lawful as a method, but a particular COD transaction may be defective if its conditions are not met.

Custom (*'urf*) also supports the permissibility of COD. Islamic jurisprudence recognises sound custom as a source of rules in matters not regulated by the texts, expressed in the maxim that custom is authoritative (*al-'adah muhakkamah*).[70] COD has become a widespread commercial custom in Indonesia, accepted by buyers, sellers, couriers and platforms, and the standard terms of marketplace platforms define the rights and obligations of the parties in a way that is generally known. The custom fills gaps that the parties do not address expressly, such as the moment at which the buyer may inspect the goods and the procedure for return. A sound custom of this kind can be relied upon to the extent that it does not permit what the texts prohibit or prohibit what they permit.[71]

The consideration of public interest (*maslahah*) points in the same direction. COD enables buyers without access to banking to participate in trade, reduces the risk of fraud against buyers in prepaid online sales and expands the markets available to small sellers.[72] These benefits are substantial and widely shared. Against them must be weighed the risks of refusal and non-conformity, which can be managed through the safeguards discussed below. Where the benefits of a transaction are real and its harms can be prevented by appropriate rules, Islamic legal reasoning favours regulating the transaction rather than prohibiting it, since prohibition would sacrifice the benefit in order to avoid a harm that could have been prevented by other means.[73]

The principal objection to COD concerns gharar. Gharar refers to uncertainty regarding the existence, attributes, quantity or deliverability of the object, or regarding the price or the time of performance.[74] Classical jurists distinguished between excessive gharar (*gharar fahish*), which invalidates a sale, and minor gharar (*gharar yasir*), which is tolerated because it cannot be avoided in ordinary trade.[75] The question is therefore not whether COD contains any uncertainty, since every sale of goods not yet in hand contains some, but whether the uncertainty is excessive.

Sepridayana and others provide the most systematic analysis of gharar in COD. They identify several potential forms: uncertainty about whether the goods will be delivered, uncertainty about

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[66] Dodi Okri Handoko, Tuti Anggraini, and Marliyah, 'Analisa Hukum Cash on Delivery (COD) Berdasarkan Akad Komersil dalam Ekonomi Islam', *Syarikat: Jurnal Rumpun Ekonomi Syariah*, 5.2 (2022), 32–46 https://doi.org/10.25299/syarikat.2022.vol5(2).9993.

[67] Miftahussurur and Aisyah, 'Pembayaran Sistem COD Perspektif Syariah'.

[68] Zulfa Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam', *Co-Value: Jurnal Ekonomi, Koperasi & Kewirausahaan*, 15.6 (2024) https://journal.ikopin.ac.id/index.php/covalue/article/download/4841/3928/24203.

[69] Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'.

[70] Mardani, *Fiqh Ekonomi Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.

[71] Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'; Mustofa, *Fiqih Mu'amalah Kontemporer*.

[72] Musbikhin, Maghfur, and Elisia, 'Sistem Cash on Delivery (COD)'; Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.

[73] Mardani, *Fiqh Ekonomi Syariah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.

[74] Mardani, *Fiqh Ekonomi Syariah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.

[75] Sahroni and Hasanuddin, *Fikih Muamalah*.

their quality and condition on receipt, and uncertainty about whether the buyer will refuse payment.[76] They conclude that COD arrangements lacking option rights or requiring payment before inspection may approach excessive gharar, while maysir is not inherent in the COD contract but may arise where transactions lack transparency.[77] The analysis shows that gharar in COD is not fixed but depends on how the transaction is designed: the same payment method may involve minor or excessive gharar according to the description of the goods, the availability of inspection and the clarity of the terms.

Murniasih and others reach a similar conclusion. They find that COD transactions can contain gharar when order procedures are unclear or not transparent, so that justice, transparency and mutual trust between buyers and sellers are essential.[78] Afrelian, Putri and Robe'nur identify inaccurate product descriptions as a principal source of gharar in e-commerce generally.[79] Razali's analysis of online contracts confirms that the absence of physical presence is what makes gharar a central concern in electronic contracting.[80] In COD, the physical meeting at delivery partially restores the presence that online contracting removes, which is why inspection at the doorstep plays such an important role in reducing gharar.

The empirical studies suggest that the permissive position reflects the actual understanding of Muslim buyers and sellers. Nusrhoh and Damanik found that participants in COD transactions in Padangsidimpuan relied on option rights to return goods that were defective or did not match the agreed conditions.[81] Khoiriyah and Maulana found that students of an Islamic institute who used COD on Shopee regarded the possibility of cancelling or proceeding with the contract as consistent with Islamic law.[82] Lestari and Agustami's case study in Deli Serdang shows that sellers and buyers distinguish, at least implicitly, between the order and the completion of the sale at delivery.[83] These findings indicate that the parties understand COD not as an exchange of debts but as a sale whose completion depends on the buyer's acceptance of the goods.

Ulum's analysis of the contract in COD transactions on online platforms illustrates the descriptive basis on which the legal assessment rests. By setting out the stages through which a buyer opens an application or website, creates an account, searches for an item and places it in the cart, Ulum shows that the conclusion of the contract is spread across several steps rather than concentrated in a single exchange of words.[84] Syamsi and Arsal similarly describe the sequence of selecting goods, checking out, inspecting the goods and paying the courier.[85] The legal question of when the sale is concluded can be answered only by examining this sequence, which is why accurate description of platform practice is a precondition of sound legal analysis.

The minority position that COD is impermissible deserves careful consideration. Iin reports that the majority of scholars consider COD-style sales impermissible because of speculative gharar.[86] The claim that this is the majority view is not borne out by the Indonesian literature reviewed here, most of which considers COD permissible under conditions. The objection is nevertheless significant because it identifies the risk that the buyer pays for goods he cannot verify and the seller dispatches goods he may not be paid for. Where COD is structured so that the buyer must pay before opening the package and has no effective right of return, the objection carries real weight.[87]

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[76] Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
[77] Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
[78] Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'.
[79] Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'.
[80] Razali, 'Online Contract and the Issues of Gharar'.
[81] Nusrhoh and Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery'.
[82] Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.
[83] Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'.
[84] Ulum, 'Analisis Akad Menggunakan Sistem Pembayaran COD'.
[85] Syamsi and Arsal, 'Analisis Akad pada Transaksi E-Commerce'.
[86] Iin, 'Studi Kasus antara Kehalalan dan Keharaman COD'.
[87] Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'; Iin, 'Studi Kasus antara Kehalalan dan Keharaman COD'.

The second minority objection concerns the exchange of debt for debt. Lestari and Agustami consider COD contracts impermissible when they are formed online before delivery and payment is deferred, because they resemble an unpaid debt arrangement.[88] The objection depends on the construction of the contract. If the checkout is treated as the conclusion of a binding sale with both counter-values deferred, the objection applies. If, however, the checkout is treated as an order or promise, and the sale is completed by the simultaneous exchange at the doorstep, the objection does not apply, since at the moment of completion neither counter-value is deferred.[89] The divergence in the literature thus reflects different constructions of the same transaction rather than different principles.

The economic function of COD also bears on the assessment of gharar. Gharar is prohibited because it exposes one party to the risk of loss without corresponding benefit and thus leads to disputes and the unjust consumption of property.[90] COD, far from increasing this risk, reduces it for the buyer, who pays only after receiving the goods. It shifts some risk to the seller, who may not be paid if the buyer refuses, but this risk is known to the seller in advance and can be managed through platform rules, pricing and buyer ratings. A risk that is known, limited and manageable is not gharar in the prohibited sense, since the prohibition targets uncertainty that is inherent in the object or the terms of the contract rather than the ordinary commercial risk that a counterparty may fail to perform.[91]

The comparison of the international and Indonesian literature confirms this analysis. Razali's concern with gharar in online contracts is directed at contracts in which the parties never meet and the goods are delivered after payment.[92] The Indonesian studies of COD, by contrast, deal with contracts in which payment follows delivery and the parties, through the courier, do meet at the moment of exchange. COD can therefore be seen as a practical response, developed by the market, to the very concern about gharar that the international literature identifies in prepaid online sales.[93]

Table 1. Positions in the Literature on the Status of Cash on Delivery Sales

No.	Position	Main Argument and Conditions
1	Permissible as a method	COD aligns with fairness, openness and mutual consent; online sale through COD is lawful (Ubaidillah and Arifin; Musbikhin, Maghfur and Elisia; Syamsi and Arsal).
2	Permissible subject to conditions	Valid where pillars and conditions are met, gharar is avoided, fees are transparent and option rights, especially khiyar al-'ayb, are preserved (Miftahussurur and Aisyah; Rahmatillah; Amani; Daulay and Hasibuan).
3	Permissible with procedural safeguards	Requires a genuine order, agreed specifications, simultaneous payment and buyer's khiyar; impermissible if goods are sent without an order or refused without reason (Murniasih and others).
4	Permissible only if concluded at delivery	Valid where the contract is concluded face to face at delivery with the right to accept or reject; impermissible where formed online with deferred payment, as exchange of debt for debt (Lestari and Agustami).
5	Problematic because of gharar	Majority of scholars, as reported, consider COD impermissible due to speculative gharar; COD without khiyar or with payment before inspection approaches gharar fahish (Iin; Sepridayana and others).

88 Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'.
89 Ajam, 'Legal Analysis of Default'; Mardiyah, Chanifudin, and Wahab, 'Legalitas Transaksi Jual Beli Online'.
90 Mardani, *Fiqh Ekonomi Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
91 Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'; Ajam, 'Legal Analysis of Default'.
92 Razali, 'Online Contract and the Issues of Gharar'.
93 Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'; Ubaidillah and Arifin, 'Perspektif Hukum Islam terhadap Cash on Delivery'.

Table 1 shows that the literature does not divide simply into permissive and prohibitive positions. Most studies regard COD as permissible, but they attach different conditions, and the positions that regard COD as problematic do so on the basis of particular constructions of the contract or particular designs of the transaction. The positions converge on two requirements: the goods must be clearly described, and the buyer must retain an effective option to inspect and reject non-conforming goods. Where these requirements are met, the objections based on gharar and on the exchange of debt for debt lose most of their force.[94]

Option rights play a decisive role in this assessment. Classical fiqh recognises several options that allow a party to confirm or rescind a contract: the option of the session, the stipulated option (*khiyar al-shart*), the option for defects (*khiyar al-'ayb*) and the option of inspection (*khiyar al-ru'yah*).[95] The option of inspection, recognised particularly in the Hanafi school, allows a buyer who purchased goods without seeing them to rescind the sale upon seeing them. The option for defects allows the buyer to return goods that prove defective. Both options are directly relevant to COD, in which the buyer orders goods he has not seen and receives them only at delivery.[96]

Rahmatillah identifies the receipt of goods that do not match the order or arrive damaged as a major risk in COD sales, and concludes that the option for defects is important to reduce losses for both parties.[97] Nusrhoh and Damanik find that, in practice, buyers and sellers rely on option rights such as the right to return goods that are defective or do not match agreed conditions, and on this basis consider COD practice permissible and not among the prohibited transactions.[98] Khoiriyah and Maulana likewise conclude that COD practice is consistent with Islamic law, which allows the parties either to proceed with or to cancel a trade contract.[99]

The effectiveness of option rights in COD depends on the moment of inspection. If the buyer may open the package and inspect the goods before paying the courier, the option of inspection operates at the moment of exchange, and the buyer pays only for goods he has verified. If the platform's terms require payment before the package is opened, the buyer's option is postponed to a subsequent return procedure, which may be costly or uncertain. Amani's recommendation that platforms offer a check-before-payment option addresses precisely this problem and would reduce conflicts between buyers and couriers.[100] Sepridayana and others identify payment before inspection as a feature that pushes COD toward excessive gharar.[101]

The description of the goods is the second safeguard. Because the buyer cannot inspect the goods when ordering, the listing must describe their type, quality, quantity and condition with sufficient precision. The requirement corresponds to the condition that the object of sale be known to the contracting parties, and to the precise specification required in salam.[102] It also corresponds to the duty under consumer protection law to provide correct, clear and honest information about goods.[103] Hakim, Al Yamani and Salsabila show that detailed product listings, photos or videos and review systems make transactions more certain.[104] An accurate listing therefore reduces gharar at its source.

The duty of honesty in description has a strong foundation in the Prophetic tradition, which declares that whoever deceives is not of the community of believers, and which the jurists applied to

94 Miftahussurur and Aisyah, 'Pembayaran Sistem COD Perspektif Syariah'; Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'; Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
95 Suhendi, *Fiqh Muamalah*; Mardani, *Fiqh Ekonomi Syariah*.
96 Sahroni and Hasanuddin, *Fikih Muamalah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.
97 Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'.
98 Nusrhoh and Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery'.
99 Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.
100 Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'.
101 Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
102 Fatwa DSN-MUI No. 05/DSN-MUI/IV/2000; Ascarya, *Akad dan Produk Bank Syariah*.
103 Law No. 8 of 1999, arts 4 and 7.
104 Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.

the concealment of defects in goods offered for sale.[105] In e-commerce, deception may take the form of photographs that misrepresent the goods, descriptions that omit defects or claims about quality that the seller knows to be false. Such conduct violates the principle of mutual consent, since the buyer's consent was given on the basis of a false representation, and it entitles the buyer to rescind the contract. Afrelian, Putri and Robe'nur identify inaccurate product descriptions as a primary source of gharar in e-commerce, and Hakim, Al Yamani and Salsabila treat accurate listings as a mechanism of gharar mitigation.[106]

Review systems perform a complementary function. Hakim, Al Yamani and Salsabila include review systems among the platform features that make non-verbal transactions more certain.[107] Reviews provide buyers with information about the seller's reliability and the conformity of the goods, which reduces the uncertainty that arises from the absence of inspection at the time of ordering. In COD, where the buyer may also inspect at delivery, reviews and inspection together reduce gharar to the minor level tolerated in ordinary trade. The integrity of reviews is therefore itself a matter of sharia concern: fabricated reviews would mislead buyers and undermine the safeguard that the platform claims to provide.

The transparency of the price and fees is the third safeguard. The price of the goods, the shipping cost and any COD fee must be known to the buyer at the time of ordering. Daulay and Hasibuan identify unclear shipping fees as a source of gharar that can harm Muslim micro, small and medium enterprises.[108] Munir and Rahman conclude that courier surcharges are permissible only if they are transparent and agreed to by both parties, and that unilateral additions without customer consent are invalid.[109] A COD transaction in which the amount demanded at the door differs from the amount shown at checkout violates the condition that the price be known and the principle of mutual consent.

The costs of exercising option rights also matter. An option that can be exercised only at significant cost to the buyer is less effective than one exercised at the doorstep without cost. If the buyer who rejects non-conforming goods at delivery bears no cost, while the buyer who discovers a defect after opening the package must pay for return shipping, the practical value of the option depends on the timing of inspection. Inspection before payment, as Amani recommends, therefore not only reduces gharar but also ensures that the buyer's option rights can be exercised without imposing on him the costs of the seller's non-performance.[110]

Platform return policies may be understood as a stipulated option. Under the stipulated option, the parties agree that one of them may rescind the contract within a specified period.[111] The return windows offered by marketplace platforms, within which a buyer may request a refund for goods that do not conform, perform this function. When combined with the option of inspection at delivery, they give the buyer two opportunities to verify the goods: at the doorstep and during the return period. The existence of these mechanisms supports the conclusion that COD, as practised on major platforms, preserves the buyer's option rights, although the effectiveness of the return period depends on the costs and procedures it imposes on the buyer.[112]

The interplay between Islamic law and positive law reinforces these safeguards. The Electronic Information and Transactions Law recognises electronic contracts as binding on the parties, the Consumer Protection Law grants consumers the right to correct, clear and honest information and

[105] Muslim, *Sahih Muslim*, Kitab al-Iman, hadith 'man ghashshana fa-laysa minna'; Suhendi, *Fiqh Muamalah*.
[106] Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'; Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.
[107] Hakim, Al Yamani, and Salsabila, 'Transformasi Akad'.
[108] Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
[109] Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'.
[110] Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'; Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'.
[111] Suhendi, *Fiqh Muamalah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
[112] Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'; Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.

imposes on business actors the duty to provide it, and the regulation on trading through electronic systems governs the conduct of e-commerce operators.[113] These provisions converge with the fiqh requirements that the object be known and that the contract rest on mutual consent. Muslim actors who comply with Islamic commercial law therefore generally comply with positive law as well, and vice versa, which makes it possible for regulators and platforms to adopt rules that satisfy both normative orders.[114]

The moment at which ownership and risk pass to the buyer follows from the construction adopted. If the sale is completed at the doorstep, ownership of the goods passes to the buyer and ownership of the price passes to the seller at the moment of exchange, and the risk of subsequent loss passes to the buyer upon receipt.[115] A subsequent return under the platform's refund procedure then operates as a rescission of a completed sale, which restores the goods to the seller and the price to the buyer. This analysis gives a coherent account of the different stages of a COD transaction and of the rights and obligations of the parties at each stage.

Taken together, these considerations support a qualified conclusion on the status of COD sales. A COD sale is valid and permissible where the goods are lawful and clearly described, the price and fees are known and agreed, the courier acts as the seller's agent in delivering the goods and collecting the price, and the buyer retains an effective option to inspect and reject non-conforming goods. Where these conditions are absent, the transaction may be defective (*fasid*) because of excessive gharar or the absence of mutual consent. The status of COD is thus determined by the design of the transaction rather than by the payment method itself.[116]

The comparison with transactions whose object is inherently uncertain confirms this conclusion. Hasan, Niu and Sumanta conclude that mystery box transactions fail the validity requirements of Islamic sale contracts because their unclear objects create gharar, their speculative nature resembles maysir, and they lack option rights, so that they are invalid.[117] COD is different in kind: its object is identified and described, and the uncertainty it involves concerns performance rather than the object itself. The contrast shows that COD becomes problematic only when it is combined with an unclear object or with the exclusion of option rights, as in a mystery box sold on COD terms.[118]

Default, Unilateral Cancellation and Courier Fees: Allocating Risk in Cash on Delivery Transactions

The status of a COD sale cannot be separated from the allocation of risk among the parties. Three types of risk recur in the literature: the risk that the goods do not conform to the order, the risk that the buyer refuses or cancels without a valid reason, and the risk that the courier or platform imposes charges that the buyer did not agree to. Each risk falls initially on a different party, and each requires a distinct response grounded in Islamic principles of mutual consent, justice and the prohibition of harm.[119]

The risk of non-conformity falls initially on the buyer. If the goods delivered do not match the description or are defective, the buyer is entitled to reject them under the option for defects or the

[113] Law No. 11 of 2008, art. 18(1); Law No. 8 of 1999, arts 4 and 7; Government Regulation No. 80 of 2019.
[114] Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'; Ajam, 'Legal Analysis of Default'.
[115] Suhendi, *Fiqh Muamalah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
[116] Miftahussurur and Aisyah, 'Pembayaran Sistem COD Perspektif Syariah'; Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'; Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'; Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
[117] Faradila Hasan, Fitria Ayu Lestari Niu, and Muhammad Julianto Sumanta, 'Mystery Box Transactions in the Perspective of Fiqh Muamalah: A Validity Analysis Based on Gharar and Maysir Principles', *Al-'Aqdu: Journal of Islamic Economics Law*, 5.1 (2025), 56–73 https://journal.iain-manado.ac.id/index.php/JI/article/download/3856/1926.
[118] Hasan, Niu, and Sumanta, 'Mystery Box Transactions'; Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'.
[119] Sahroni and Hasanuddin, *Fikih Muamalah*; Mustofa, *Fiqih Mu'amalah Kontemporer*.

option of inspection.[120] The seller bears the consequences of the non-conformity, including the cost of return, since the seller's failure to deliver goods as described is a breach of the condition that the object be known and conform to what was agreed. Khoiriyah and Maulana report that product mismatch and damage are among the most common reasons for cancellation on Shopee.[121] In these cases, refusal by the buyer is not a default but the legitimate exercise of an option right.

The risk of unjustified refusal falls initially on the seller. Khoiriyah and Maulana report that buyers also cancel because they lack funds, cannot be reached or simply change their minds.[122] In such cases, the seller has dispatched goods in reliance on the order and incurs the costs of shipping and return. Ajam observes that COD sales create uncertainty for sellers in this respect, and that formal enforcement is poorly suited to small transactions, so that platform dispute processes become the practical route.[123] Murniasih and others treat refusal without a valid reason as a factor that renders the transaction impermissible.[124]

From the perspective of positive law, Ramadhani, Fitrian and Wibisono conclude that cancellation without a clear reason amounts to breach of contract, and that Article 1243 of the Civil Code, supported by Articles 1313, 1320, 1338 and 1458, gives sellers a legal basis for compensation and other remedies.[125] The conclusion presupposes that a binding contract exists at the time of the order. If the checkout constitutes a binding sale, the buyer who refuses without reason is in default. If the checkout is only an order and the sale is completed at delivery, the buyer who refuses has not breached a sale but may have breached a promise, which under Islamic ethics ought to be fulfilled.[126]

The two constructions can be reconciled by distinguishing between the sale and the ancillary obligations. Even if the sale itself is completed only at delivery, the buyer's order may give rise to an obligation to bear the costs of delivery if he refuses without a valid reason, since those costs were incurred at his request. This allocation reflects the principle that harm must be removed and must not be inflicted on others, which the jurists formulated in the legal maxim *la darar wa la dirar*.[127] The seller who dispatched goods in good faith should not bear the cost of the buyer's change of mind, while the buyer who rejects non-conforming goods should not bear the cost of the seller's failure.

The Compilation of Sharia Economic Law provides a further normative basis. The Compilation regulates sale contracts, option rights and default, and Nusrhoh and Damanik's application of it to COD practice shows that its provisions on option rights are already invoked by buyers and sellers.[128] The Compilation also recognises that a party who fails to perform what was promised may be held responsible for the resulting loss. A platform rule that charges the delivery costs of an unjustified refusal to the buyer, while charging the costs of a justified rejection to the seller, would therefore be consistent with both the Compilation and the Civil Code.

Table 2. Allocation of Risk and Status of the Transaction in Cash on Delivery Scenarios

No.	Scenario	Status under Islamic Law and Allocation of Risk
1	Goods conform to the listing; buyer inspects and pays	Valid sale completed at delivery through the courier as the seller's agent; COD fee is a legitimate ujrah if disclosed.

[120] Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'; Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'.
[121] Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.
[122] Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'.
[123] Ajam, 'Legal Analysis of Default'.
[124] Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'.
[125] Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'; Indonesian Civil Code, arts 1243, 1313, 1320, 1338 and 1458.
[126] Qur'an 5:1; Suhendi, *Fiqh Muamalah*.
[127] Mardani, *Fiqh Ekonomi Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
[128] Nusrhoh and Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery'; Supreme Court Regulation No. 2 of 2008.

2	Goods do not conform or are defective; buyer rejects	Buyer exercises khiyar al-'ayb or khiyar al-ru'yah; the sale is rescinded or not completed; the seller bears the cost of return.
3	Goods conform; buyer refuses without valid reason	Not a valid exercise of khiyar; breach of the order or promise; the buyer should bear delivery costs, and positive law treats it as default.
4	Payment demanded before the package may be opened	Option of inspection postponed; gharar increases and may approach gharar fahish if no effective return right exists.
5	Courier collects more than the agreed price and fees	Surcharge without consent is invalid; the excess must be returned; the platform and courier bear responsibility.
6	Object unclear (e.g. mystery box sold on COD terms)	Sale defective because of gharar in the object itself; COD does not cure the defect.

Table 2 shows that the payment method itself does not determine the status of the transaction. The same COD order may result in a valid sale, a lawful rescission, a default or a defective transaction depending on the conformity of the goods, the conduct of the buyer, the availability of inspection and the transparency of the amount collected. In each scenario, the allocation of risk follows the party who controls the relevant factor.[129]

Conflicts between buyers and couriers are a characteristic feature of COD. Because the courier is the only representative of the seller present at delivery, the buyer who receives non-conforming goods or who is asked for an unexpected amount directs his dissatisfaction at the courier. Amani notes the need to reduce conflicts between buyers and couriers through a check-before-payment option.[130] The construction of the courier as the seller's agent implies that the courier is not personally liable for the non-conformity of the goods, but that he is bound to follow the terms of the transaction in collecting the price. Platforms should therefore equip couriers with clear instructions on inspection, rejection and the amount to be collected, so that disputes are resolved according to rules rather than through confrontation at the door.

The risk of unauthorised charges falls on the buyer. Munir and Rahman examine the practice of couriers at a J&T Express drop point adding surcharges to COD payments. They found that the surcharges were justified by the couriers as cost efficiency and routine operating practice, but that customers were often not clearly informed, which caused dissatisfaction and potential losses.[131] They conclude that such surcharges are permissible under Islamic economic law only if they are transparent and agreed, and that unilateral additions without the customer's consent are invalid.[132] The conclusion follows from the requirement that the price be known and from the principle that property may be taken only with consent.[133]

The status of the courier as agent explains why unauthorised surcharges are invalid. The courier collects the price on behalf of the seller and has no authority to vary the terms of the sale. Any amount collected beyond the agreed price and fees is taken without a contractual basis and must be returned. Daulay and Hasibuan's distinction between transparent, agreed COD fees, which constitute legitimate *ujrah*, and charges that are not transparent, confirms that the legitimacy of a fee depends on its disclosure and acceptance.[134] The platform, as the party that sets the terms of the transaction, bears responsibility for ensuring that the amount displayed at checkout is the amount collected at the door.

[129] Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'; Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'; Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'; Hasan, Niu, and Sumanta, 'Mystery Box Transactions'.
[130] Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'.
[131] Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'.
[132] Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'.
[133] Qur'an 4:29.
[134] Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.

The comparison with prepaid transactions using escrow clarifies the distinctive character of COD. Daulay and Hasibuan recommend escrow arrangements based on wadi'ah, under which the platform holds the buyer's payment until the goods are received.[135] In such arrangements, the price is paid in advance but released to the seller only after delivery, so that the buyer is protected against non-delivery and the seller is protected against non-payment. COD achieves a similar result without the platform holding funds, but it leaves the seller exposed to the risk of refusal. The two methods may thus be seen as alternative ways of reducing gharar, each with a different allocation of residual risk.[136]

The literature also points to institutional responses. Ajam calls for stronger regulation, clearer internal marketplace procedures and consumer legal education to make COD transactions fairer, safer and more consistent with sharia principles.[137] Daulay and Hasibuan recommend istishna' contracts, escrow arrangements based on wadi'ah, cost transparency, sharia education and stricter regulation.[138] Afrelian, Putri and Robe'nur propose stronger regulations for sharia-compliant platforms, education for consumers and businesses and more transparent transaction mechanisms.[139] These proposals converge on the view that the risks of COD are best managed through the design of platform rules rather than through litigation.

The relationship between the seller and the courier is itself a contract that must satisfy Islamic requirements. Where the seller engages a delivery service, the arrangement is a hire of services (*ijarah*) or an agency for a fee, in which the delivery company undertakes to carry the goods and collect the price in return for a known fee.[140] The courier holds the goods and the collected price as a trust (*amanah*) and is liable for loss only in cases of negligence or transgression. Ghufron's study of COD handled by J&T in Situbondo shows that delivery services play an integral role in the structure of COD.[141] The ethical standards of trustworthiness that Islamic law imposes on agents and hired persons therefore apply directly to couriers in COD transactions.

The position of micro, small and medium enterprises deserves particular attention. Daulay and Hasibuan identify gharar risks such as unilateral cancellations and unclear shipping fees that can harm Muslim micro, small and medium enterprises.[142] For such sellers, the cost of a returned COD parcel may consume the profit of several successful sales. The allocation of the costs of unjustified refusal to the buyer, the transparency of fees and the restriction of COD for buyers with a record of refusals are therefore not merely matters of contractual fairness but of the economic sustainability of small Muslim businesses. Their protection accords with the maqasid objective of protecting property and with the broader aim of Islamic economics to promote a just distribution of the benefits of trade.[143]

Daulay and Hasibuan analyse COD from the perspective of the values of Islamic preaching (*dakwah*).[144] Their approach highlights that the rules of Islamic commercial law are accompanied by ethical values, such as honesty, trustworthiness, fulfilment of promises and the avoidance of harm, that are meant to shape the conduct of the parties beyond what formal rules can enforce. A buyer who orders goods with the intention of refusing them, a seller who misrepresents the goods and a courier who adds unauthorised charges all violate these values even where their conduct escapes legal sanction. Religious education directed at Muslim consumers and traders can therefore complement platform rules in reducing the incidence of these practices.[145]

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135 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
136 Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'; Ajam, 'Legal Analysis of Default'.
137 Ajam, 'Legal Analysis of Default'.
138 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
139 Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'.
140 Ascarya, *Akad dan Produk Bank Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
141 Ghufron, 'Transaksi Akad Salam dan Akad Istishna".
142 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
143 Mustofa, *Fiqih Mu'amalah Kontemporer*; Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
144 Daulay and Hasibuan, 'Pembelian Sistem Cash on Delivery'.
145 Handoko, Anggraini, and Marliyah, 'Analisa Hukum Cash on Delivery'; Pekerti, Susilowati, and Herwiyanti, 'Transaksi E-Commerce'.

Education is a recurring theme because the parties often do not know the rules that govern their transactions. Pekerti, Susilowati and Herwiyanti found that business people and consumers knew the pillars and conditions of sharia sale only in general, and that neither sellers nor buyers knew the salam contract.[146] Handoko, Anggraini and Marliyah stress that Muslim traders must know the rules of permissible and forbidden conduct in business.[147] Where the parties understand that refusal without reason harms the seller and that unauthorised charges harm the buyer, the ethical dimension of Islamic commercial law can supplement the formal rules of the platform.

The resolution of COD disputes through platform procedures can also be understood in Islamic terms. Ajam observes that platform dispute processes have become the practical route of redress because formal enforcement is poorly suited to small transactions.[148] Islamic law has long favoured amicable settlement (*sulh*) and arbitration (*tahkim*) over litigation, particularly in commercial matters.[149] A platform dispute procedure that hears both parties, examines evidence such as photographs of the goods and delivery records, and reaches a decision accepted by the parties performs a function analogous to sulh or tahkim. Its legitimacy depends on its fairness: the procedure must not systematically favour either buyers or sellers, and its outcomes must reflect the allocation of risk that Islamic principles require.

Compensation for unjustified refusal should be limited to actual loss. Ramadhani, Fitrian and Wibisono identify compensation as a remedy available to sellers under the Civil Code.[150] From the perspective of Islamic law, compensation is permissible for real loss caused by a party's breach, such as the cost of shipping and return, but should not take the form of a penalty that enriches the seller beyond his loss, since such a penalty could resemble an increment charged on a debt.[151] A rule charging the buyer the actual delivery costs of an unjustified refusal satisfies this requirement, whereas a fixed penalty unrelated to the seller's loss would require closer scrutiny.

The allocation of risk proposed here also accords with the Civil Code analysis. Ramadhani, Fitrian and Wibisono rely on the general provisions on agreements, their binding force and the sale contract to establish the seller's claim for compensation when the buyer cancels without a clear reason.[152] The Islamic analysis reaches a comparable result by a different route, treating the buyer's order as a binding promise and the costs of unjustified refusal as harm to be removed. The convergence of the two analyses means that a platform rule implementing this allocation would be enforceable under positive law and legitimate under Islamic law, which is the condition for its acceptance by Muslim buyers and sellers.[153]

Repeated unjustified refusals present a further problem. Platforms commonly restrict or suspend the COD option for buyers with a record of refusals, and sellers may decline COD orders from such buyers. Ajam's call for clearer internal procedures and consumer education points toward such measures.[154] From an Islamic perspective, these restrictions are justified as measures to prevent harm to sellers, consistent with the maxim that harm must be removed. They must, however, distinguish between justified rejections, which are the exercise of an option right, and unjustified refusals, so that buyers are not penalised for rejecting goods that do not conform to the description.[155]

The analysis yields a framework for allocating risk that is consistent with Islamic principles. First, the seller bears the risk of non-conformity, because the seller controls the description and the goods.

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146 Pekerti, Susilowati, and Herwiyanti, 'Transaksi E-Commerce'.
147 Handoko, Anggraini, and Marliyah, 'Analisa Hukum Cash on Delivery'.
148 Ajam, 'Legal Analysis of Default'.
149 Mardani, *Fiqh Ekonomi Syariah*; Suhendi, *Fiqh Muamalah*.
150 Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'.
151 Ascarya, *Akad dan Produk Bank Syariah*; Sahroni and Hasanuddin, *Fikih Muamalah*.
152 Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'.
153 Ajam, 'Legal Analysis of Default'; Nusrhoh and Damanik, 'Jual Beli Online dengan Menggunakan Sistem Cash on Delivery'.
154 Ajam, 'Legal Analysis of Default'.
155 Khoiriyah and Maulana, 'The Practice of Buying and Selling Online'; Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'.

Second, the buyer bears the cost of unjustified refusal, because the buyer controls the decision to order and to accept. Third, the courier and platform bear the risk of unauthorised charges, because they control the collection of the price. Fourth, the buyer retains an effective option to inspect goods before payment, because inspection is the mechanism that reduces gharar in COD to a tolerable level.[156] This allocation places each risk on the party best able to prevent it.

The scenarios in Table 2 also reveal the interdependence of the parties' obligations. The seller's duty of accurate description enables the buyer to make an informed order; the buyer's duty to accept conforming goods protects the seller's reliance on the order; and the courier's duty to collect only the agreed amount protects the buyer's consent to the price. When each party performs its duty, COD functions as a transaction that is both efficient and consistent with Islamic principles. When any party fails, the failure shifts risk to another party, and the law must restore the balance by allocating the resulting costs to the party at fault.[157]

The framework also clarifies the relationship between the validity of the sale and the consequences of breach. A COD sale that satisfies the conditions of validity remains valid even if one party later defaults; the default gives rise to remedies but does not render the sale retrospectively invalid. Conversely, a COD transaction in which the object is unclear, the price is unknown or the buyer has no effective option may be defective from the outset, regardless of whether the parties perform. Distinguishing these situations prevents the confusion, visible in some of the literature, between the permissibility of COD as a method and the legitimacy of particular conduct within it.[158]

The analysis suggests that specific guidance from the DSN-MUI on COD transactions would be valuable. Existing fatwas address salam, istishna' and sale contracts in general terms, but they do not address the particular features of COD, such as the role of the courier, the moment at which the sale is completed, the option of inspection at delivery and the allocation of the costs of refusal.[159] The divergent conclusions in the literature, summarised in Table 1, indicate that Muslim consumers and sellers receive inconsistent guidance. A fatwa or guideline setting out the conditions under which COD is permissible, consistent with the framework proposed in this article, would provide certainty to the parties and to the platforms that serve them.[160]

Finally, the framework has implications for the maqasid of Islamic law. The protection of property (*hifẓ al-mal*) requires that neither the buyer nor the seller lose property without a lawful basis, and that the transaction be conducted with transparency and fairness. Afrelian, Putri and Robe'nur conclude that properly designed e-commerce contracts align with maqasid al-shari'ah, especially the protection of wealth and justice.[161] COD, as a method that allows buyers to verify goods before paying and sellers to reach buyers without access to banking, can serve these objectives, provided that the risks it creates are allocated fairly.[162]

Conclusion

This article has examined the status of online sales concluded through cash on delivery from the perspective of Islamic law and the allocation of risk among sellers, buyers and couriers. It finds that a COD transaction is a composite arrangement whose core is a sale of goods, typically ready-made

[156] Sepridayana and others, 'Analysis of Gharar and Maysir's Cash on Delivery'; Amani, 'Hukum COD (Cash on Delivery) dalam Perspektif Islam'; Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'.
[157] Rahmatillah, 'Analysis of the Validity of Sale and Purchase Transactions'; Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'; Munir and Rahman, 'Praktik Mark Up Harga oleh Kurir'.
[158] Murniasih and others, 'Transaksi E-Commerce dengan Metode COD'; Ramadhani, Fitrian, and Wibisono, 'Perlindungan Hukum Penjual'; Iin, 'Studi Kasus antara Kehalalan dan Keharaman COD'.
[159] Fatwa DSN-MUI No. 110/DSN-MUI/IX/2017; Fatwa DSN-MUI No. 05/DSN-MUI/IV/2000; Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000.
[160] Iin, 'Studi Kasus antara Kehalalan dan Keharaman COD'; Lestari and Agustami, 'Jual Beli Cash on Delivery dalam Perspektif Hukum Bisnis Islam'; Miftahussurur and Aisyah, 'Pembayaran Sistem COD Perspektif Syariah'.
[161] Afrelian, Putri, and Robe'nur, 'Analisis Kontrak Syariah dalam E-Commerce'.
[162] Mustofa, *Fiqih Mu'amalah Kontemporer*; Musbikhin, Maghfur, and Elisia, 'Sistem Cash on Delivery (COD)'.

goods held by the seller, concluded through a platform and completed by the simultaneous exchange of goods and price at delivery, with the courier acting as the seller's agent for a fee. Salam and istishna' are relevant constructions in particular cases, but they do not describe the typical COD purchase.

The dominant position in the literature, which this article supports, is that COD sales are valid and permissible where the goods are lawful and clearly described, the price and fees are known and agreed, and the buyer retains an effective option to inspect and reject non-conforming goods. The objections based on gharar and on the exchange of debt for debt apply only to particular constructions or designs of the transaction: where payment is required before inspection, where the object is unclear, or where a binding sale with both counter-values deferred is concluded at checkout. The status of COD is therefore determined by the design of the transaction rather than by the payment method itself.

The divergence in the literature on the status of COD is explained by the different constructions of the contract that the studies adopt. Those who treat the checkout as a binding sale with both counter-values deferred, or who follow the more restrictive classical view on the sale of absent goods, are led to regard COD as problematic; those who treat the sale as completed by the simultaneous exchange at delivery, with the courier as the seller's agent and the buyer retaining the option of inspection, are led to regard it as valid. Identifying the moment of conclusion and completion of the sale therefore resolves much of the apparent disagreement.

Fairness in COD transactions requires a clear allocation of risk. The seller should bear the risk of non-conformity, the buyer should bear the cost of unjustified refusal, and the courier and platform should bear responsibility for unauthorised charges. Platforms should provide accurate listings, display the full amount payable at checkout, allow inspection before payment and adopt rules on delivery costs that distinguish justified rejection from unjustified refusal. Regulators and the DSN-MUI may consider issuing specific guidance on COD transactions. Future research should examine the practice of particular platforms empirically to assess the extent to which these safeguards are implemented.

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