

Normative Review of Fake Order Practices in e-Commerce: An Examination Through Islamic and Indonesian Legal Frameworks

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Makale Türü / Article Type: Araştırma Makalesi / Research Article

Gönderim / Received: 27.02.2025, Kabul / Accepted: 23.07.2025, Yayın / Published: 13.08.2025

Abstract: This study analyzes business actors who use fake order marketing strategies from the perspective of Islamic law and consumer protection law in Indonesia. It also examines the strategies of e-commerce platforms in addressing these practices through internal policies and rating systems from the same legal perspectives. E-commerce, as a rapidly growing digital marketplace, connects consumers and companies through technology and applications, offering convenience in transactions but also creating risks, such as buyers' inability to inspect goods directly. This reliance on reviews and ratings has enabled the rise of fake orders—deliberate fictitious transactions and reviews aimed at boosting store reputations, manipulating consumer perceptions, and inflating sales metrics. Such practices distort market fairness and mislead consumers, raising ethical and legal issues. Using a qualitative method grounded in normative legal and ethnographic approaches, data were collected through observation, interviews, and documentation, and analyzed inductively. From the perspective of Islamic law, fake orders are invalid because they do not fulfill the pillars and conditions of the *ijārah bil al-amāl* contract, as the services purchased lack direct and lawful benefits. Under Indonesian consumer protection law, fake orders violate consumer rights and breach business actors' obligations. Platform strategies studied adhere to Islamic principles and comply with the Information and Electronic Transactions Law (UU ITE).

Keywords: Consumer Protection, E-commerce, Fraud, Indonesia, Islamic Law, Marketing.

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Atıf/Citation: Nurhidayah, Alvia & Soleh Hasan Wahid. "Normative Review of Fake Order Practices in e-Commerce: An Examination Through Islamic And Indonesian Legal Frameworks". *DiHA: Journal of Interdisciplinary Legal Studies*, no. 2 (September 2025): 1-24.

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E-Ticarette Sahte Sipariş Uygulamalarının Normatif İncelemesi: İslam Hukuku ve Endonezya Hukuk Çerçevesi Üzerinden Bir Değerlendirme

Özet: Bu çalışma, sahte sipariş pazarlama stratejileri kullanan ticari aktörleri, İslam hukuku ve Endonezya tüketici koruma hukuku perspektifinden incelemektedir. Ayrıca e-ticaret platformlarının bu tür uygulamalara karşı iç politikalar ve derecelendirme sistemleri yoluyla geliştirdiği stratejileri de aynı hukuki çerçeveler ışığında değerlendirmektedir. Dijital pazaryeri olarak hızla büyüyen e-ticaret, tüketiciler ve şirketleri teknoloji ve uygulamalar aracılığıyla buluşturmakta; işlemlerde kolaylık sağlarken, tüketicilerin ürünleri doğrudan inceleyememesi gibi riskler de doğurmaktadır. Bu durum, tüketicilerin değerlendirme ve puanlamalara bağımlı hale gelmesine yol açmış; mağaza itibarını artırmak, tüketici algısını manipüle etmek ve satış istatistiklerini yapay olarak şişirmek amacıyla kurgulanan sahte işlemler ve yorumlar anlamına gelen sahte siparişlerin ortaya çıkmasına zemin hazırlamıştır. Bu tür uygulamalar piyasa adaletini bozmakta ve tüketicileri yanıltmakta, dolayısıyla etik ve hukuki sorunlar doğurmaktadır. Normatif hukuk ve etnografik yaklaşımlara dayalı nitel yöntem kullanılarak yürütülen araştırmada veriler gözlem, mülakat ve dokümantasyon yoluyla toplanmış, tümevarımsal olarak analiz edilmiştir. İslam hukuku perspektifinden sahte siparişler, satın alınan hizmetlerin doğrudan ve meşru bir fayda sağlamaması sebebiyle icare bil-amel akdinin rükün ve şartlarını karşılamadığından geçersiz kabul edilmektedir. Endonezya tüketici koruma hukuku açısından ise sahte siparişler, tüketici haklarını ihlal etmekte ve ticari aktörlerin yükümlülüklerini ihlal etmektedir. İncelenen platform stratejileri, İslami ilkelere uygunluk göstermekte ve Endonezya Bilgi ve Elektronik İşlemler Yasası'na (UU ITE) riayet etmektedir.

Keywords: Tüketici Koruma, E-ticaret, Dolandırıcılık, Endonezya, İslam Hukuku, Pazarlama.

Değerlendirme / Review :

Çift taraflı kör hakemlik, dış bağımsız / *Double-blind peer-reviewed, external independent.*

Etik Beyan / Ethical Declaration :

Bu çalışmanın hazırlanma sürecinde etik ilkelere uyulmuştur. / *Ethical principles were followed during the preparation of this study.*

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Çıkar Çatışması / Conflict of Interest :

Nurhidayah, kavramın oluşturulması, veri toplanması ve makalenin ilk taslağının yazılmasından sorumlu baş-yazardır. / *Nurhidayah as the lead author responsible for the concept, data collection and initial author of the manuscript.* Herhangi bir fon, hibe veya başka bir destek alınmamıştır. / *No funds, grants, or other support was received.*

Finansman / Grant Support :

Introduction

Online buying and selling or often known as e-commerce is a combination of technology, applications, and businesses that connect companies or individuals as consumers to conduct electronic transactions, exchange goods, and exchange information via the internet.¹ The convenience offered by in this transaction makes e-commerce increasingly attractive to the public. However, behind this convenience, there are some disadvantages, one of which is the limitation of buyers in seeing the condition of the goods directly. As a result, they must rely on reviews and ratings given by other consumers to assess the quality of a store.

Consumer ratings and reviews are the main factors that potential buyers consider before making a transaction. Recently, there have been many fictitious consumer reviews circulating. Buyers never feel, hold or use the goods but can easily give positive reviews and ratings to the store. Finally, this phenomenon has become one of the strategies that are considered to increase the credibility of the platform rating. This strategy is known as fake orders or fictitious orders.

Fake orders are a deliberate attempt to create fake orders on an e-commerce platform for a specific purpose, such as enhancing a seller's reputation, increasing store ratings, manipulating reviews, or giving the impression that a product has a high sales rate. This strategy involves fictitious orders placed by certain parties, either independently by the seller or through other parties, with or without actual payment.

In practice, online shop owners cooperate with fake order service providers to make purchase orders, such as purchasing goods in general, using the destination address and name that has been provided, then fake order service providers can also provide fake reviews of products in the store. After that, the shop owner pays a service fee or fee to the service provider according to the conditions provided by the fake order service provider.²

This strategy is a form of digital marketing that intersects with the principles of Islamic law. When viewed from the *ijarah bil al-amāl* contract, the services offered in

¹ Taufiq Agusman Damanik, Fake Order Law to improve store reputation in *Online Shop Shoes*, (North Sumatra: Repository UIN North Sumatra, 2023), 5

² Initial D (identity disguised), *Interview*, Wonogiri, February 28, 2024.

fake orders intersect with the principle of usefulness. In the *ijārah bil amāl* contract, there are provisions regarding the benefits of services that must be felt directly, while in the fake order itself, the services purchased from the fake order service seller are not directly felt by the business actor. The store of the business actor himself is not guaranteed to get a high store rating.

In addition to Islamic law, Law Number 1 of 2024 concerning amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions or ITE Law is the main legal basis for trade transactions using electronic media. Article 9 of the ITE Law explains that "Business actors offering products through the Electronic System must provide complete and correct information relating to the terms of the contract, producers, and products offered". Meanwhile, in the context of positive law in Indonesia, consumers have the right to obtain correct, clear, and honest information regarding the products and services they will buy.³

Considering the negative impact caused, Indonesia should be more serious in enforcing the law against the practice of fake reviews so that fake orders are not considered as something normal and as if they do not harm any party. In fact, many business actors abuse the e-commerce system by placing fake orders. This practice contradicts the principle of honesty in Islamic law and consumer protection law, which requires true and not misleading information. The lack of law enforcement against fake orders shows the gap between existing regulations and the reality of their implementation.

Some relevant studies that support the research include: *first*, researcher Febrian Fitri Permatasari in her research on *online* buying and selling with *hoax* images and testimonials in Ponorogo, concluded that buying and selling with *hoax* images is not valid because it contains elements of *gharar* and *hoax* testimonials reflect dishonest efforts to gain profit.⁴

³ Law Number 1 Year 2024 on the Second Amendment to Law Number 11 Year 2008 on Electronic Information and Transactions , Article 9.

⁴ Febrina Fitri Permatasari Santoso, Review of Islamic Law on *Online* Buying and Selling that Includes *Hoax* Pictures and Testimonials in Ponorogo, *Thesis*, (Ponorogo: Ponorogo State Islamic Institute, 2018), 2.

Second, Jainal Shahroni's research on online motorcycle taxis in Ponorogo concluded that the practice of wages is legal, but fictitious orders are void because they include defaults that harm drivers.⁵

Third, Desi Alfiani's research on the sale and purchase of random clothing at Ekifashion Ponorogo shows that this practice is not valid in Islamic law because it contains gharar and uncertainty of goods.⁶

Fourth, Amelia Pramesty Putri's research on the practice of fake orders at @laziah shop concluded that this action contains gharar, violates Islamic business ethics, and shows the non-application of the principles of divinity and truth.⁷

Fifth, Diah Lailatul Awallia's research entitled research on the effect of testimonials and celebrity endorsement on purchase interest shows a significant relationship between the two and an increase in student purchase interest.⁸

Sixth, Roudhotul Ummah's research on dropshipping at ZM Store concluded that this practice is in accordance with muamalah fiqh because the pillars of the contract are fulfilled and the goods are clear according to the description.⁹

Seventh, Muhammad Shofiyulloh Al Lu'lu'iy's research on fake orders shows that this practice causes harm according to Islamic law, and violates Article 28 of the ITE Law and Article 62 of the GCPL Law, with a criminal threat of up to 6 years or a maximum fine of IDR 2 billion.¹⁰

⁵ Jainal Shahroni, Islamic Law Review of Online Ojek Services in Ponorogo Regency, *Thesis*, (Ponorogo: Ponorogo State Islamic Institute, 2020).

⁶ Desi Alfiani, Review of Islamic Law on the Sale and Purchase of Clothing by Random at the Eksifashion Ponorogo *Onlineshop Shop*, *Thesis*, (Ponorogo: Ponorogo State Islamic Institute, 2022).

⁷ Amelia Pramesty Putri Wardani, Review of Sharia Economic Law on the Practice of Fake Orders to Raise Store Ratings (Case Study at @laziah shop Online Store), *Thesis*, (Semarang: Walisongo State Islamic University, 2023).

⁸ Diah Lailatul Awallia, The Influence of Testimonials and *Endorsement Celebgrams* on Purchasing Interest in Online Shops through *Instagram* Social Media at the Faculty of Sharia IAIN Ponorogo, *Thesis*, (Ponorogo, Institut Agama Islam Negeri Ponorogo, 2018).

⁹ Roudhotul Ummah, Review of Muamalah Jurisprudence on Selling and Buying *Dropshipping* System at Online Shop ZM Store Ronowijayan Siman Ponorogo District *Thesis*, (Ponorogo, Ponorogo State Islamic Institute, 2018).

¹⁰ Muhammad Shofiyutulloh Al Lu'lu'iy, *Fake Order Practices to Increase Online Store Ratings in the Perspective of Islamic Law and Positive Law*, *Thesis* (Yogyakarta: State Islamic University Sunan Kalijaga, 2024)

The difference between previous studies and the research conducted by the author lies in the focus of the research. This research focuses on the digital marketing strategy of fake order practices in e-commerce from the perspective of Islamic law and consumer protection based on Law Number 8 of 1999 concerning Consumer Protection and Law Number 11 of 2008 concerning Electronic Information and Transactions. In addition, this research also discusses e-commerce platform policies in overcoming fake orders through internal policies and scoring systems.

In this research, the author uses qualitative research (field research). Data collection techniques by observing the practice of fake orders, interviews with the parties involved, and documentation to obtain data on the practice of fake orders and collect evidence of legal regulations relating to orders. The analysis process is carried out with three steps, namely data reduction, data presentation and conclusion drawing on how the practice of fake orders in e-commerce buying and selling is reviewed from Islamic law and consumer protection law in Indonesia and how e-commerce platform strategies in overcoming fake order practices through internal policies and rating systems from the perspective of buying and selling in Islamic law and consumer protection.

1. *Ijārah Bil Al-Amāl*

The definition of *ijarah* from the Arabic word *al-ajru* means *al-iwadh* which means compensation and wages.¹¹ Meanwhile, according to the Big Indonesian Dictionary is a wage or rent given after cooperation in accordance with Islamic law. *Ijarah al amal* is hiring someone to do a job.¹² This *ijarah* agreement is closely related to the issue of wages in several ways. Therefore, the discussion is more focused on work or labor (*ajir*).

One of the legal bases for *ijarah bil al-amal* is Qs. At-Thalaq verse 6, which states: "*If they nurse your children for you, then give them their wages.*" In order for the *ijarah bil al-amal* contract to be valid according to Sharia, the pillars and conditions must be met. According to the majority of scholars, the pillars of *ijarah* consist of four elements, namely the parties to the contract, namely the existence of the parties to the contract, namely the *mu'jir* (the one who gives the wage) and the *musta'jir* (the one who receives the wage), the *sighat* (*ijab* and *qabul*), the wage (*ujrah*), and the benefit of the goods that

¹¹ Subairi, *Fiqh Muamalah*, (Pamekasan: Duta Media Publishing, 2021), 92.

¹² Ibid., 142.

are not contrary to Islamic law and can be utilized directly.¹³ In addition, there are several conditions in *ijarah bil al-amal*, including the parties to the contract must be *mature* and intelligent, both parties are mutually willing and there is no element of coercion, the benefits of the object of *ijarah* must be perfectly known and halal according to *Shara'*.¹⁴ In its implementation, the *ijarah* contract must also pay attention to several principles of engagement in Islamic law, such as the principle of equality or equality (*Al-Musawah*), the principle of justice (*al-adalah*), the principle of freedom of contract (*hurriyah*), and the principle of benefit.¹⁵

2. Consumer Protection

Law No. 8/1999 on Consumer Protection (UUPK) regulates the rights of consumers and the obligations of businesses to ensure consumer protection. According to AZ Nasution, consumer protection is a law that contains principles and rules that regulate and protect consumer interests.¹⁶ Purba emphasizes that this protection aims to create a mutually beneficial relationship between consumers and business actors.¹⁷

Some consumer rights are regulated in Article 4 of the GCPL, including the right to comfort, security, and safety in obtaining goods or services; the right to correct, clear, and honest information; and the right to receive guidance and consumer education.¹⁸ On the other hand, in Article 7 of the GCPL, business actors also have the obligation to provide clear information, maintain the quality of goods and services, and serve consumers honestly and non-discriminatorily.¹⁹ As well as Article 8 paragraph 1 letter (f), it is explained that business actors are prohibited from producing and / or trading goods or services that are not in accordance with the promises stated in the label,

¹³ Akhmad Farroh Hasan, *Fiqh Muamalah from Classic to Contemporary (Theory and Practice)*, (Malang: UIN-Maliki Malang Press), 53-54.

¹⁴ Syaikh, Ariyadi, Norwili, *Fikih Muamalah Understanding Concepts and Contemporary Dialectics*, 138-141.

¹⁵ Suryaningsih, *The Practice of Renting Kos with a Per-Hour System in the Perspective of Sadd Adz-Dzari'ah, Thesis*, (Kediri: IAIN Kediri, 2021), 17-19.

¹⁶ Puteri Asyifa Octavia Apandy, et al, "The Importance of Consumer Protection Law in Buying and Selling," *Jakarta Management & Business Journal* 3, no. 1 (7 July 2021), 15. <https://doi.org/10.53825/jmbjakarta.v3i1.85>

¹⁷ Abdul Halim Barakatullah, *Consumer Protection Law: Theoretical Studies and Development of Thought*, (Bandung: Nusa Media, 2008), 47.

¹⁸ Ahmad Miru and Sutarman Yodo, *Consumer Protection Law*, (Depok: PT Raja Grafindo Persada, 2004), 38

¹⁹ Ibid. 52

information etiquette, advertising or sales promotion of these goods and / or services. Actors who violate these provisions will receive sanctions in accordance with Article 62 of the GCPL.²⁰

In addition, Law Number 11 of 2008 concerning Electronic Information and Transactions, according to Article 1 paragraph 10 of the ITE Law, electronic transactions are legal actions carried out using electronic media. Article 15 regulates electronic system organizers who are obliged to ensure safe and reliable operations, except in force majeure or negligence. Article 16 regulates organizers to meet certain requirements. Article 28 paragraph 1 prohibits the dissemination of false information that harms consumers. Article 45 paragraph 1 of Law Number 1 Year 2024 on the Amendment to Law Number 11 Year 2008 on Electronic Information and Transactions adds the provision of criminal sanctions for those who deliberately distribute misleading information, with imprisonment of up to six years or a maximum fine of one billion rupiah.

3. Fake Order

Fake orders are a fraudulent practice in the *e-commerce* world, where sellers make fictitious purchases of their own products. The goal is to trick potential buyers into buying goods at the store. The order is placed using another account or the services of a *fake buyer* to rate the store.²¹

4. Business Actors Who Use Fake Order Marketing Strategies Viewed from the Perspective of Islamic Law and Consumer Protection Law in Indonesia

4.1. Fake Order Viewed from the Perspective of Islamic Law

The phenomenon of fake orders in e-commerce is also rampant on social media such as Facebook. Online shop owners use this service to boost their reputation instantly. The process is simple, they just comment "want" or "interest" on the service provider's post, then are directed to the inbox or WhatsApp. The service provider explains that fake orders are made by sending products to a certain address. The rate is Rp 3,000-Rp 6,000 per account, depending on the number of accounts. Each account provides five-star

²⁰ Law of the Republic of Indonesia Number 8 Year 1999 on Consumer Protection, Article 62.

²¹ Digifolium, 5 Reasons Why Shopee Fake Order Service is Quite Dangerous, https://digifolium.com/5-alasan-mengapa-jasa-fake-order-shopee-cukup-berbahaya/#Pengertian_Fake_Order , (accessed on March 30, 2024, at 18:58).

reviews and ratings to improve the store's image, and one transaction can even include several products to make it look genuine.

Looking at this mechanism, it is important to analyze the *fake order marketing* strategy from the perspective of Islamic law, especially the *ijārah bil al-amal* contract. In Islam, *ijārah* is valid if it fulfills the predetermined pillars and conditions. However, if based on the principle of *ijarah bil al-amal*, the fake order strategy does not comply with the provisions of the contract because the benefits provided must be clear, real, and not cause disputes

The benefits promised in the *fake order marketing* strategy such as increased consumer confidence and potential increase in sales, however, cannot be ascertained, thus containing *gharar* (uncertainty). The benefits in *ijārah* must be able to be delivered and used directly without defects, while fake orders only create a false impression without real customer experience. The object of *ijārah* must also be something that is legalized by Shara', while *fake orders* are included in the practice of *tadlis* (deception) which is contrary to the principle of transparency in Islam.

In addition, the object of *ijārah* is required to be halal and can be leased in a legal transaction. However, the fake order marketing strategy includes the practice of *tadlis* (deception) which is contrary to the principle of transparency in Islam and provides misleading information that has the potential to harm other parties. Thus, fake orders do not fulfill the pillars and conditions of *ijarah*, so the contract is considered void.²²

4.2. Fake Order Practices Viewed from the Perspective of Consumer Protection Law in Indonesia

4.2.1. Legal Regulation of Consumer Protection Against Fake Order Practices Law Number 8 Year 1999 on Consumer Protection

The rise of fake order marketing strategies on e-commerce platforms violates Law Number 8 Year 1999 on Consumer Protection, which regulates the obligations of

²² Noviyanti Ramdhani, Panji Adam Agus Putra, and Ira Siti Rohmah Maulida, "Analysis of the DSN-MUI Fatwa on Akad Ijarah on the Practice of Endorsement Services," *Journal of Sharia Economic Research*, (2023), 83. <https://doi.org/10.29313/jres.v3i2.2789>

business actors and consumer rights. Article 7 letter (b) requires business actors to provide correct, clear and honest information about goods/services.²³

Sellers of *fake order* services manipulate consumer trust with positive reviews and five-star ratings without knowing the actual quality of their products. *Online* shop owners also use this service to create a positive impression by creating fake orders and providing five-star reviews and ratings. According to content creator with TikTok account @Andr** Yud**s said that:

"In addition to creating a positive impression, the purpose of fake orders is to increase sales traffic, as well as ensure that the store's live stream will appear on the For You Page (FYP), which can expand the reach of the audience, and attract more consumer attention, so as not to lose competition with other online stores."

This violates the obligation of business actors to provide true, clear, and honest information to consumers.

This practice violates Article 8, Paragraph 1, Letter (f), which prohibits the sale of goods/services that do not match the promotional information. Sellers of *fake order* services often do promotions using sentences such as:

"We open fake order and review shot services to increase the trust of the store to customers, increase store and product traffic, and attract orders. We provide fake order and review services without the need to send goods. If you want your store to increase ratings and increase sales, we are ready to help."

However, the reality is that there is no guarantee of success after using such services and the stores involved may provide misleading information, harming consumers.

In addition, consumers are entitled to correct information according to Article 4 letter (c), which is not fulfilled in this practice. Despite using *fake order* services, some stores still do not experience an increase in sales, and some are even at risk of account blocking and legal sanctions.²⁴ The practice of *fake orders* damages the trade ecosystem because consumers become hesitant when shopping *online*, for fear that other stores are also involved in *fake orders*.

²³ Ahmad Miru and Sutarman Yodo, *Consumer Protection Law*, 51.

²⁴ Des, *Interview result*, WhatsApps, November 30, 2024

In addition to this, losses occur to consumers who buy goods at the store if the goods sold do not match the promised quality. In *fake orders*, the information provided to consumers often does not reflect the actual quality. This can mislead consumers who buy products based on false information, and in the end consumers receive products that do not match the reviews and descriptions that have been given.

According to Article 62 paragraph 1 of the GCPL, the perpetrators of *fake orders*, both admins and members as well as the parties involved can be subject to a maximum imprisonment of 5 years or a maximum fine of 2 billion.

4.2.2. Legal Regulation of Consumer Protection Against *Fake Order Practices* Electronic Information and Transactions Law

Legal regulations governing electronic transactions in Indonesia are important to ensure legal certainty. Article 1 point (2) of Law Number 11/2008 on Electronic Information and Transactions stipulates that legal acts in electronic transactions are conducted through computers and other electronic media. Andi Nugroho explains that electronic transactions are buying and selling agreements between buyers and sellers through a personal computer network, using payment methods such as credit cards or digital money.²⁵

Article 28 paragraph 1 of the ITE Law prohibits the dissemination of false news that harms consumers in electronic transactions.²⁶ In the practice of *fake orders*, *fake order* services are used to manipulate consumer confidence about the quality of a product on an *e-commerce platform* by providing positive reviews and five stars, where the seller of the service does not know the actual quality of the goods, which can influence consumer decisions to buy the product. This *fake order* practice violates Article 28 paragraph 1 of the ITE Law, regarding the dissemination of misleading information.

Business actors who violate Article 28 paragraph 1 may be subject to sanctions in the form of imprisonment for a maximum of 6 years or a maximum fine of 1 billion in

²⁵ Afrineldi, "Consumer Protection in Electronic Commerce (E-Commerce)," *Publika 9 Scientific Journal*, Vol. 9 No. 1 (2021). 107. [https://doi.org/10.33603/publika.v9i1.5719](https://frineldi, \)

²⁶ Law of the Republic of Indonesia Number 11/2008 on Consumer Protection, Article 28 paragraph 1.

accordance with Article 45 paragraph 1 of Law Number 1 of 2024 Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions.²⁷

The practice of *fake orders* causes two legal consequences, namely the agreement can be canceled and null and void. The agreement can be canceled if the subjective conditions are not fulfilled, which include their agreement to bind themselves and the ability to make an agreement.²⁸ Meanwhile, the agreement is null and void if the agreement does not meet the objective requirements, such as a certain thing and a halal cause. Agreements that are null and void are considered to have never existed, are invalid, and invalid.²⁹

In the practice of *fake orders*, consumers can cancel the agreement if their rights are not fulfilled. Meanwhile, the null and void agreement applies to sellers or business actors involved in *fake orders* because it does not meet the objective requirements, namely non-halal transactions. Services related to *fake orders* are clearly forbidden and contrary to applicable regulations, as stated in Law Number 8 of 1999 concerning Consumer Protection and Law Number 11 of 2008 concerning Electronic Information and Transactions.

5. E-Commerce Platform Strategies in Overcoming Business Actors Who Use Fake Order Marketing Strategies Through Internal Policies and Rating Systems from the Perspective of Islamic Law and Consumer Protection Law in Indonesia

5.1. E-Commerce Platform Strategies in Overcoming Business Actors Who Use Fake Order Marketing Strategies Through Internal Policies and Assessment Systems in the Perspective of Islamic Law

In response to sellers who commit several fraudulent practices in *online* buying and selling transactions, the Shopee, Lazada, and TikTok Shop *platforms* implement strict policies and careful supervision to prevent and handle fraudulent practices, including

²⁷ Law of the Republic of Indonesia Law Number 1 of 2024 Second Amendment to Law Number 11 of 2008 concerning Consumer Protection, Article 45 paragraph 1.

²⁸ Stephanie Nathania Maramis, et al, "Legal Study on the Validity of Online Buying and Selling on Facebook Applications", *Lex Privatum*. 11. no.4 (May 8, 2023), 5.

²⁹ Ridwan, *Indonesian Contract Law in Comparative Perspective* (Part One), 192

fake orders. These policies are designed with each *platform's* requirements in mind to maintain the integrity of the *e-commerce* ecosystem and ensure fair transactions.

The strategy of *e-commerce platforms* such as Lazada, Shopee and TikTok Shop has the principle of justice and the principle of benefit in accordance with Islamic law. These three platforms implement *Anti Brushing* policies to prevent falsification of store performance, including *fake orders*. They also have systems that detect unnatural spikes in orders and monitor seller and buyer account behavior, including purchase history and patterns.

This policy reflects the principle of benefit in *ijarah*, which emphasizes that transactions should bring benefits and avoid harm. With such detection and monitoring systems, the *platform* protects consumers from fake reviews and encourages healthy competition among sellers, creating a transparent and fair *e-commerce* ecosystem.

In addition, the platform implements a penalty point system, which allows users to be aware of violations on their accounts, and provides an appeal system as a remedy mechanism. This system reflects the principle of fairness, which demands transparency, fulfillment of agreements, and the right of users to appeal the sanctions.

5.2. E-Commerce Platform Strategies in Overcoming Business Actors Who Use Fake Order Marketing Strategies Through Internal Policies and Assessment Systems from the Perspective of Consumer Protection Law

The policies implemented by Shopee, Lazada, and TikTok aim to protect consumers and business actors, as well as ensure rights, fairness, security, and safety in transactions. This policy is in line with Law Number 11 of 2008 concerning Electronic Information.

5.2.1. Lazada Platform

Lazada is a Singapore-based *e-commerce platform* founded by *Rocket Internet* in 2011 and started operating in Indonesia in 2012. Lazada implements 2 two *business models*, namely *business to consumer* (B2), which sells goods and services *online to end consumers*, and *business to business* (B2B), which Lazada conducts business *online* in collaboration with other companies.³⁰

³⁰ Muhammad Iqbal Nasution, Indriani Suci, and Nurbaiti Nurbaiti, "E-Commerce Facilities (Lazada) Increase the Purchase Interest of Indonesian People," *Scientific Journal of Management, Business and Accounting Students (JIMMBA)*, Vol. 3, No. 6 (24 December 2021), 1231. <https://DOI:10.32639/jimmba.v3i6.989>

Lazada provides various features to facilitate *online* shopping and implements policies to prevent losses due to fraudulent practices such as *fake orders*, Law Number 11 of 2008 concerning Electronic Information and Transactions.

Article 15 paragraph 1 states that "Every Electronic System Operator must operate the Electronic System reliably and safely and is responsible for the proper operation of the Electronic System." Paragraph (2) confirms that "Electronic System Operator is responsible for the Operation of its Electronic System". While Paragraph (3) provides an exception that "The provisions referred to in paragraph (2) shall not apply in the event that it can be proven that force majeure, fault, and/or negligence of the Electronic System user occurred."³¹

Lazada's *Anti-Brushing* Policy and having a system to detect any cheating for *platform* users is in line with Article 15 paragraph 1 of Law Number 11 Year 2008 on Electronic Information and Transactions, which emphasizes the importance of the integrity and reliability of electronic systems. Lazada's implementation of penalty points is in accordance with Article 15 paragraph 2, to ensure users comply with the rules and maintain legitimate transactions. In addition, as per Article 15 paragraph 3, losses due to user violations are not the responsibility of the *platform*.

Article 16 paragraph 1 of Law Number 11 of 2008 concerning Electronic Information and Transactions stipulates that every Electronic System Operator must operate a system that meets minimum requirements. Article 16 paragraph 1 letter (a) states that it *can display back Electronic Information and/or Electronic Documents intact in accordance with the retention period stipulated by laws and regulations*". Letter (b) states that "*can display back Electronic Information and/or Electronic Documents intact in accordance with the retention period stipulated by the Laws and Regulations*". Letter (c) states that "*can operate in accordance with the procedures or instructions in the Implementation of the Electronic System*." Letter (d) states that "*equipped with procedures or instructions announced in language, information, or symbols that can be understood by the party concerned with the Electronic System*

³¹ Law of the Republic of Indonesia Law Number 11 of 2008 concerning Electronic Information and Transactions, Article 15.

Implementation." Finally, letter (e) states that ""has an ongoing mechanism to maintain the novelty, clarity, and accountability of the procedures or instructions."³²

Lazada's provisions are in line with Article 16 paragraph 1. In article 16 paragraph 1 letter (a) which regulates the information displayed must be intact through the Store Health feature. Through *Anti Brushing*, which prohibits falsification of store performance, which aims to protect the integrity, confidentiality, and accessibility of electronic information, with letters and has an unnatural order surge detection system, monitoring suspicious transaction patterns. Lazada provides consequences for sellers who violate the *platform's* terms of use (b). Through the point penalty system, Lazada can ensure that the *platform* operates in accordance with the set procedures or instructions, as stated in letter (c). Lazada's terms of use of the *platform* governing user obligations and prohibited activities are in line with letter (d) and letter (e). which require electronic systems to be equipped with clear procedures and ongoing mechanisms to maintain the novelty and clarity of the procedures.

5.2.2. Shopee Platform

By downloading and registering on the Shopee *platform*, users are deemed to have understood, understood, and agreed to the entire contents of the terms and conditions. These terms and conditions are a form of legal and binding agreement between the user and Shopee.

These terms and conditions cover various aspects, such as: definitions, accounts, *passwords* and security, sales transactions, storefront arrangement, commissions, prices, shipping rates, content, types of goods, *gold merchants*, credit cards, forms of promotion, delivery of goods, withdrawal of funds, disclaimer of warranties and limitation of liability, release, indemnification, choice of law and renewal.³³ This policy is designed to be in line with the applicable provisions, namely Law Number 11 of 2008 concerning Electronic Information and Transactions.

³² Law of the Republic of Indonesia Law Number 11 of 2008 concerning Electronic Information and Transactions, Article 16 paragraph 1.

³³ Ari Apriatman Molle, et al, "Legal Protection of Shopee Consumers for Goods That Do Not Match Product Descriptions," *Pattimura Law Study Review*, Vol. 1, No. 1 (August 1, 2023), 10. [https:// DOI: https://doi.org/10.47268/palasrev.v1i1.9969](https://doi.org/10.47268/palasrev.v1i1.9969)

Article 15 of Law Number 11/2008 on Electronic Information and Transactions (ITE Law) regulates the responsibility of electronic system organizers, which is regulated in three paragraphs. Paragraph (1) states that *"Every Electronic System Operator must operate the Electronic System reliably and safely and is responsible for the proper operation of the Electronic System"*. Article 15 paragraph (2) confirms that *"The Electronic System Operator is responsible for the Operation of its Electronic System"*. However, Article 15 paragraph (3) provides an exception, *"The provisions referred to in paragraph (2) shall not apply in the event that it can be proven that force majeure, fault, and/or negligence of the Electronic System user occurred"*.³⁴

In that Article, the ITE Law embraces a conditional liability system, where providers are responsible for the systems they operate, but can avoid liability if the actions of third parties cause interference. This also applies in *e-commerce* transactions, where service providers can also be held liable based on agreements with sellers. This provision emphasizes the importance of clarity of responsibility and protection in the digital ecosystem.

Shopee implements an account blocking and fake review reporting policy to maintain and integrity of transactions on the *platform*. The Anti-Brushing policy is also implemented to prevent order forgery and fraud, including *fake orders*. To detect it, Shopee regularly checks the review history and purchase patterns of suspected stores. Analysis is done on suspicious patterns, such as spikes in positive reviews, unnatural review language, or similarities in transactions from certain accounts.

Shopee also provides an account recovery mechanism for users who experience restrictions or blocks. Reporting fake reviews is an important step to prevent review manipulation and maintain the integrity of *e-commerce* transactions. This policy is in line with Article 15 of Law Number 11/2008 on Electronic Information and Transactions (UU ITE), which requires electronic commerce *platforms*, such as Shopee, to conduct electronic commerce in an open and secure manner

Article 16 paragraph 1 of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) stipulates that every Electronic System Operator must

³⁴ Law of the Republic of Indonesia Law Number 11 of 2008 concerning Electronic Information and Transactions, Article 15.

operate an electronic system that meets certain minimum requirements. In paragraph 1 letter (d), it is explained that "*equipped with procedures or instructions announced with language, information, or symbols that can be understood by the parties concerned with the Electronic System Implementation.*" In addition, article 16 paragraph 1 letter (e) emphasizes that "*has an ongoing mechanism to maintain the novelty, clarity, and accountability of procedures or instructions*"³⁵

With various mechanisms in place, the electronic system is expected to be continuously updated according to technological developments and user needs. These updates include features to handle *Anti-Brushing* activities, strict monitoring of fraud in reviews and transactions, and fraud reporting by sellers.

One of the measures taken is to provide an appeal form for users who feel aggrieved by account restrictions, so that they can restore access by filling out the form provided. In addition, through the ratings and reviews feature, consumers can report fraudulent activities.

5.2.3. TikTok Platform

TikTok Shop was introduced as a new feature in the TikTok app on April 17, 2021. This feature is known as a social *commerce* product that is able to connect producers, sellers, buyers, and creators, while providing an easy, fun, and convenient shopping experience. TikTok Shop allows producers and sellers to grow their business through short video content, *live shopping* features, and collaboration with YouTubers on their TikTok business accounts.³⁶

TikTok Shop has a policy against misuse of Tokopedia's TikTok Shop platform that applies to sellers and creators on the TikTok Shop *platform*. This policy is also included in the Seller Terms of Service / Creator Terms of Service which all Sellers and Creators must comply with. Tokopedia's TikTokShop| policies and guidelines are regularly updated. This policy is designed to be in line with the applicable provisions, namely Law Number 11 of 2008 concerning Electronic Information and Transactions.

³⁵ Law of the Republic of Indonesia Number 11 of 2008, Article 16.

³⁶ Laury Kaniasti/Mg2, "History of TikTok Shop in Indonesia, from Banned to Present Again," [in https://bekasi.inews.id/read/382453/sejarah-tiktok-shop-di-indonesia-dari-dilarang-hingga-hadir-kembali](https://bekasi.inews.id/read/382453/sejarah-tiktok-shop-di-indonesia-dari-dilarang-hingga-hadir-kembali), (accessed on November 23, 2024).

The TikTok Shop *platform* policy is in line with Law Number 11 of 2008 concerning Electronic Information and Transactions, especially article 15 paragraph 1, *which states that "Every Electronic System Operator must operate the Electronic System reliably and safely and is responsible for the proper operation of the Electronic System."* Paragraph (2) confirms that *"Electronic System Operator is responsible for the operation of its Electronic System"*.

Article 15 paragraph (1) has been realized through the *Milestone* system, which works to ensure compliance with *platform* policies, including in preventing fake reviews aimed at increasing consumer interest. The system monitors seller activity in *real-time* and detects suspicious behavior that violates policies, such as review manipulation.

Meanwhile, Article 15 paragraph (2) is in line with the penalty point policy that TikTok Shop implements as a form of responsibility. By sanctioning violators, the *platform* seeks to enforce rules designed to protect other users from fraudulent acts. In addition, the provision of the appeal feature reflects TikTok Shop's efforts to take full responsibility for its system.

Article 16 paragraph 1 of Law Number 11 of 2008 concerning Electronic Information and Transactions stipulates that every Electronic System Operator must operate a system that meets minimum requirements. Article 16 paragraph 1 letter (a) states that it *can display back Electronic Information and/or Electronic Documents intact in accordance with the retention period stipulated by laws and regulations*". Letter (b) states that *"can display back Electronic Information and/or Electronic Documents intact in accordance with the retention period stipulated by the Laws and Regulations"*. Letter (c) emphasizes *"can operate in accordance with the procedures or instructions in the Implementation of the Electronic System"*.

The TikTok Shop *platform* has complied with the provisions of Article 16 paragraph 1 subparagraphs (a), (b), and (c) by providing a "Violation Record" feature that allows sellers to access information regarding violations and their causes. TikTok Shop prohibits subsidy abuse, such as price manipulation, and requires sellers and creators to comply with its Terms of Service. TikTok Shop's policies and guidelines are regularly updated to keep them in line with the latest developments.

5.3. Blocking of Online Stores Involved in Fake Order Practices by E-Commerce Platforms

The case of blocking one of the store accounts named Orip*rf*um.INDO due to the *fake order* strategy to increase ratings reflects the application of the principles of benefit

and justice in *ijārah bil al-amāl* and compliance with consumer protection law. The principle of benefit emphasizes that transactions must provide benefits and avoid *harm*. In this case, Shopee blocks accounts and removes products that are detected as *fake orders* to protect consumers from misleading reviews. The principle of justice is reflected in the application of sanctions for violators according to the *platform's* rules, while still providing an opportunity for users to appeal.

Meanwhile, from positive law, Shopee's steps in handling *fake orders* made at one of these perfume shops are in accordance with Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law). In Article 15 paragraph (1) that the electronic system organizer must organize a reliable and secure system and be responsible for its operations. In this case, Shopee implements an automatic detection system that allows blocking accounts that are indicated to have made *fake orders*, where the perfume shop account owner cannot access his account again because a violation was detected. In addition, Article 16 paragraph (1) of the ITE Law regulates that electronic systems must have a mechanism to maintain the clarity and accuracy of information, which in this case is realized through the elimination of fake products.

Although Lazada, Shopee, and TikTok Shop *platforms* have implemented policies and systems to detect fraud in their use such as *fake order* strategies. However, the three *platforms* have not been able to fully detect fraudulent *fake order* practices. Perpetrators continue to find ways to avoid detection, as shared by the @E-Comm****e Gude** account, which suggests using different IPs, User IDs, Product IDs, and buyer addresses.

Given the prevalence of this practice, e-commerce platforms need to tighten detection systems, update algorithms, security, and increase transparency and education for users. Weak sanctions also deter the perpetrators, so policies must be stricter to prevent fraud from continuing.

The *fake order* strategy has a negative impact on all parties, including consumers, businesses, and the *e-commerce* ecosystem as a whole. Consumers are at risk of getting inappropriate products, which results in a loss of trust in the rating and review system. Honest sellers also feel the impact, as they lose buyers due to competition with stores that use *fake order* strategies. As a result, the reputation of *e-commerce* decreases, which can reduce the number of users

To avoid losses, consumers are advised to shop at official stores marked with the "Mall | ORI" logo and be more selective in reading reviews. Fake reviews usually have similar language patterns and accounts with unusual names.

Conclusion

This research is used to find out how business actors who use fake order marketing strategies from the perspective of Islamic law and consumer protection law in Indonesia, are not in accordance with the pillars and conditions of *ijārah bil amāl* because the promised benefits in the form of increased consumer confidence and potential sales increases cannot be ascertained, so they contain *gharar* (uncertainty) and create a false impression without real customer experience. Meanwhile, consumer protection law violates articles 4, 7, and 8 of Law Number 8 of 1999 concerning Consumer Protection, which results in a maximum criminal sanction of 5 years in prison or a maximum fine of Rp 2 billion in accordance with article 62 of the GCPL. Based on Law No. 11 of 2008 on Electronic Information and Transactions, violating Article 28 regarding the dissemination of false news that can be detrimental in electronic transactions. This is punishable by a maximum prison sentence of 6 years or a maximum fine of Rp. 1 billion. In the practice of *fake orders*, the agreement can be canceled by law if the aggrieved consumer reports the shop involved in the *fake order* for non-fulfillment of consumer rights and business obligations. The *e-commerce* policy strategy implemented by the Shopee, Lazada, and TikTok Shop platforms has fulfilled the principles of the *ijārah bil al-amāl* agreement, namely the principle of benefit and the principle of justice. In the perspective of consumer protection, *the platform's* policy has also referred to the Implementation of Electronic Systems regulated in Article 15 and Article 16 of Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE).

This research uses a qualitative method based on observation to explore the *fake order marketing* strategy in depth, interviews with the parties involved to obtain clearer information, and documentation to collect data related to the practice and relevant legal regulations. This method is effective in analyzing the *fake order* strategy from the perspective of Islamic law and consumer protection and understanding the steps if taken by the *platform* related to fraud. The theories of Islamic law and consumer protection were used to analyze the *fake order* strategy and *the platform's* policies, in order to determine the response of both laws to this case.

In future research, it is recommended to use quantitative methods through surveys to measure how much influence *reviews* and ratings have on the decision to purchase goods or services, as well as the influence of *fake orders* to increase sales at online stores, and how the practice of *fake orders* affects the increase in sales at *online stores*.s In addition, further research can examine the economic impact of *fake order* practices on the e-commerce industry and conduct comparative studies with *fake order* policies in other countries.

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