

# Application Right of Khiyar as a Legal Protection Mechanism in the Ecosystem of Online Diamond Trading: A Perspective from Islamic Law and Positive Law

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## Kata Kunci :

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## Abstrak

Perkembangan transaksi digital berbasis game online memunculkan tantangan baru dalam implementasi prinsip perlindungan konsumen, baik dari perspektif hukum positif maupun hukum Islam. Penelitian ini bertujuan untuk menganalisis penerapan hak khiyar sebagai instrumen perlindungan hukum dalam ekosistem transaksi jual beli diamond game online di Rise Store, ditinjau dari perspektif hukum Islam dan hukum positif. Penelitian ini menggunakan metode kualitatif dengan pendekatan fenomenologi, serta jenis penelitian yuridis normatif dan yuridis empiris secara terpadu. Data primer diperoleh melalui observasi, wawancara, dan studi dokumenter terhadap pihak internal Rise Store beserta penggunanya. Hasil penelitian menunjukkan bahwa mekanisme mitigasi Rise Store meliputi transparansi informasi, kebebasan pembeli untuk melanjutkan atau membatalkan transaksi, dan jalur pengaduan resmi telah memenuhi ketentuan UU Perlindungan Konsumen, UU ITE, serta mengimplementasikan hak khiyar sebagaimana diatur dalam Fatwa DSN-MUI Nomor 146/DSN-MUI/XII/2021. Dalam perspektif Maqāshid al-Syariah Jasser Auda, seluruh mekanisme perlindungan tersebut bermuara pada terwujudnya *hifdzul maal* dalam dimensi pengembangan ekonomi yang adil dan distribusi hak yang merata. Penelitian ini berkontribusi dalam memperkuat kerangka regulasi transaksi digital berbasis syariah sekaligus memberikan model praktis integrasi antara hukum Islam dan hukum positif dalam perlindungan konsumen digital.

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## Keywords :

Consumer Protection; Islamic Law; Maqāshid al-Syariah; Online Game Diamond; Right of Khiyar.

## Abstract

*The growth of digital transactions based on online games has raised new challenges in the implementation of consumer protection principles, both from the perspective of positive law and Islamic law. This study aims to analyze the application of the right of khiyar as a legal protection*

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*instrument within the ecosystem of online game diamond sales and purchases at Rise Store, viewed from the perspectives of Islamic law and positive law. The study employs a qualitative method with a phenomenological approach, integrating normative and empirical legal methodologies, with primary data collected through observation, interviews, and documentary analysis of Rise Store's internal staff and its users. The research results indicate that Rise Store's mitigation mechanisms including information transparency, the buyer's freedom to proceed with or cancel a transaction, and an official complaint channel comply with the provisions of the Consumer Protection Law and the ITE Law, and implement the right of khiyar as stipulated in DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021. From the perspective of Maqāshid al-Syariah as articulated by Jasser Auda, all these protective mechanisms ultimately aim to realize hifdzul maal within the dimensions of fair economic development and equitable distribution of rights. This research contributes to strengthening the regulatory framework for Sharia-based digital transactions while providing a practical model for the integration of Islamic law and positive law in digital consumer protection.*



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## INTRODUCTION

Advances in digital technology have made it easier for consumers to conduct transactions, particularly through digital platforms such as e-commerce, which has now become the primary means for people to buy and sell online (Hasanah, 2023). E-commerce itself refers to the buying and selling of goods and services between two parties conducted via the internet (Saifuddin & Febrianti, 2025). Easy internet access, high smartphone penetration, and various innovations in digital payment systems have also driven the growth of e-commerce transactions in Indonesia (Fahilly, 2025). This phenomenon poses challenges in the implementation of muamalah principles, particularly regarding the validity of contracts and the protection of consumer rights (Lichasanah & Kurniawati, 2025). This situation calls for comprehensive protection mechanisms, both from a legal perspective and in terms of ethical transaction values (Saputra & Nabila, 2025).

In online transactions, consumers face various risks such as non-transparent product information, goods received that do not match the description, shipments that do not reach their destination, fraud by fictitious businesses, and the misuse of consumers' personal data. The information asymmetry and imbalance in bargaining power between businesses and consumers make consumers the party most vulnerable to harm in digital transactions (Mubila, 2025). One of the protection mechanisms in sales contracts introduced in Islamic commercial law is the concept of khiyar, which is the right of option for both the seller and the buyer to proceed with or cancel the

contract under certain conditions. This concept is crucial to ensure there is no coercion or unilateral loss in any transaction (Yansyah, 2026).

The right of khiyar is necessary in a transaction to safeguard the interests, welfare, and consent of both parties, as well as to protect against risks that may cause loss (Sa' diah, 2022). This is stipulated in DSN-MUI Fatwas No. 144, 145, and 146, which establish guidelines for online shops and transaction rules based on Sharia principles (Al Mustaqim, 2023). Regarding the buyer's right of khiyar, the buyer has the right to proceed with or cancel the sales contract if there is a defect in the purchased item (Zahra, 2025). This is a significant step in ensuring compliance with Sharia values in the context of the continuously evolving online business sector (Zuheri & Ghozali, 2025).

The protective principles within the concept of khiyar align with the provisions of Law No. 8 of 1999 on Consumer Protection. Article 4 guarantees consumers' right to accurate, clear, and truthful information regarding the condition of goods, which creates a corresponding obligation for business operators under Article 7(b) to provide such information transparently (Sasty & Damayanti, 2026). Violations of digital consumer rights often lead to criminal proceedings. Criminal offenses such as electronic fraud, illegal access to electronic systems, and the misuse of personal data are regulated under a special criminal law regime (Kholik, 2026). Therefore, consumer protection on online platforms is an important legal issue to study, particularly regarding dispute resolution between sellers and buyers as well as the liability of marketplaces (Arviani, 2026).

In the concept of maqashid al-sharia, every legal principle always refers to the protection of the public interest as the foundation that affirms that every legal regulation aims to promote the common good and ensure the well-being of humanity (Hasibuan & Hasanah, 2026). Protecting consumer rights within the framework of maqashid al-sharia is an important pillar of consumer protection. This value is highly relevant as a philosophical foundation for strengthening the implementation of the Consumer Protection Act (UUPK), particularly in addressing the complexity and vulnerability of digital transactions to various forms of abuse (Ramadhan & Adrebi, 2025).

These principles are reflected in the operational aspects of online diamond game sales on the Rise Store Instagram account, which focuses on selling products for online gaming needs. The Rise Store online shop account provides transparency regarding prices and product quantities. In practice, Rise Store assumes full responsibility in the event of delivery delays or discrepancies between the selected product and the actual item received by the consumer in the context of diamond purchases.

A number of studies have shown that khiyar in digital transactions serves as a protective mechanism that ensures fairness and voluntariness for both parties, whereby the buyer has the right to proceed with or cancel the contract if the goods do not conform to what was agreed upon (Misbach & Gimin, 2026). The application of khiyar in digital sales transactions is proven to be in line with the principles of

muamalah because it is carried out voluntarily without coercion, so that the rights and obligations between the seller and the buyer can be protected proportionally (Rozi & Na'im, 2025). Three types of *khiyar*—namely *majlis*, *aib*, and *syarat*—have been successfully implemented as valid consumer protection instruments within the framework of Islamic economics (Listiwati et al., 2026). The right to cancel a transaction is permitted if the goods are defective or non-conforming, prioritizing honesty, justice, and mutual consent between both parties (Pranoto et al., 2026). Return policies in digital transactions essentially adopt principles analogous to *khiyar*; however, they often lead to injustice when one party unilaterally absolves itself of responsibility, necessitating the strengthening of Sharia clauses in every digital contract (Aprilianti et al., 2026). Therefore, the explicit integration of *khiyar* into the mechanisms of digital sales transactions is a necessity to ensure fair consumer protection that is in harmony with *fiqh muamalah* (Hasan et al., 2026).

Previous studies have discussed the right of option in digital transactions in general; however, none of these studies have specifically examined the application of the right of option within the online in-game diamond trading ecosystem, which has the unique characteristic of involving non-physical virtual assets as the subject of transactions. The novelty of this research lies in the specific examination of the right of *khiyar* within the online game diamond trading ecosystem as a transaction object in the form of non-physical virtual assets, a topic never previously addressed in Islamic legal literature. This study integrates the fatwas of the DSN-MUI as the foundation of positive Islamic law in Indonesia with Jasser Auda's systemic and multidimensional *Maqashid al-Sharia* framework to assess the extent to which the application of the right of *khiyar* in online diamond transactions can simultaneously fulfill the preservation of wealth (*hifz al-mal*), life (*hifz al-nafs*), and intellect (*hifz al-'aql*) simultaneously. Furthermore, this study offers a comparative analysis between the perspectives of Islamic law and Indonesian positive law within a unified analytical framework, thereby resulting in a comprehensive legal framework for consumer protection regarding virtual asset transactions in the digital economy era.

Based on the above description, the application of the right of *khiyar* in the online shop's sales operations on the Rise Store account will be analyzed comprehensively and systematically from the perspectives of Islamic law, the theory of *maqshid syariah*, and positive law. This integrative approach is expected to assess the extent to which the application of the right of *khiyar* on the Rise Store online platform has demonstrated the objectives of Sharia and the principles of justice in national law, as well as to provide theoretical and practical contributions to the development of legal regulations governing digital transactions.

## **METHODS**

This study employs a qualitative method with a phenomenological approach to understand the phenomenon of what the research subjects experience. This approach is used to examine the reality of how the right of option is applied by the Rise Store

account in terms of promotions, sales, and customer service. This study employs a combined approach of normative legal research and empirical legal research. The normative legal approach is used to examine the legal norms governing the right of option in online shop transactions, whether derived from positive law or Islamic law. The normative analysis focuses on legislation such as Law No. 8 of 1999 on Consumer Protection, and Law No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Information and Electronic Transactions, as well as the fatwa of the National Sharia Council –Indonesian Ulema Council (DSN-MUI). Meanwhile, the legal-empirical approach is used to examine how these norms are implemented in the application of the right of khiyar in practice, particularly on the Rise Store online platform, ensuring that this research does not stop at the level of “law in the books” but also encompasses “law in action.”

The data sources in this study consist of primary and secondary data. Primary data was obtained through observation, interviews, and direct documentary studies with internal parties at Rise Store, specifically within the Customer Service Division, which includes Live Chat Operator CS Staff and Complaint and Refund CS Staff, as well as users of the Rise Store platform. Secondary data includes DSN-MUI fatwas related to the right of khiyar, legal textbooks, scientific journals, and other literature relevant to the research topic.

Data collection techniques were conducted through observation, interviews, and document analysis. In this case, the author conducted direct observations of Rise Store business operators in Sukabumi, Kabandungan District; interviews were used to systematically and structurally gather empirical data; and document analysis was performed to examine legal documents and academic literature related to the fulfillment of the right of khiyar.

In this study, the author employed the Miles and Huberman data analysis model, which consists of several stages: data collection, in which all raw data regarding Rise Store was gathered through observation, interviews, and document analysis; data reduction, in which findings were selected, summarized, and grouped based on their direct relevance to the research topic; Data presentation: in this stage, the reduced data is presented in a structured manner. Data verification: in this final stage, conclusions are drawn based on the data that has been presented

## **RESULT AND DISCUSSION**

### **Top-Up Operations and Transaction Delay Mitigation at Rise Store**

The Mobile Legends top-up transaction process on the Rise Store account is a diamond purchase service system designed to meet the needs of Mobile Legends: Bang Bang players in a practical and efficient manner. In practice, Rise Store is managed by Mr. Riyandi Setiawan as the primary administrator responsible for the entire transaction process, from order receipt and payment verification to service delivery to customers. This system involves multiple parties—consumers, top-up service

providers, payment gateways, and game developers—so a well-integrated mechanism is required to ensure the smoothness and security of every transaction. The transaction process begins when the user enters their game account's User ID and Server ID through the system available on the Rise Store platform. This step is a crucial foundation in the top-up process because the accuracy of the entered data determines the success of delivering diamonds to the intended account. After the data is entered, the system automatically verifies it by displaying the username as confirmation that the account has been correctly identified. This stage assures users that the transaction will be processed to the correct account, thereby minimizing the risk of delivery errors. Once account verification is complete, users are presented with two purchase options: special items and diamond top-up. The special items feature offers specific purchase packages that come with additional bonuses or more competitive pricing, while the diamond top-up feature is a service for purchasing in-game currency directly without special packages. Users then select the desired diamond amount from various available options, ranging from small to large amounts. The system displays pricing details transparently so users can consider their options before proceeding to the next step.

Once the purchase amount is determined, users are directed to choose a payment method. Rise Store provides a variety of payment options to offer flexibility to users, including e-wallets such as QRIS, Dana, OVO, ShopeePay, and LinkAja; bank transfers such as BCA, Mandiri, and BRI; as well as virtual accounts from various banks such as BCA Virtual Account, Mandiri Virtual Account, BRIVA, BNI Virtual Account, PermataBank, Danamon, and Bank Sinarmas. This diversity of payment methods reflects Rise Store's efforts to accommodate various user preferences, whether they are accustomed to digital services or conventional banking. The use of virtual accounts is particularly advantageous because the verification process occurs automatically without manual confirmation, allowing transactions to be completed more quickly and efficiently. The final stage of the top-up process is payment verification by the system. Once the payment is confirmed as successful, the user will receive an email notification containing transaction details, payment status, and confirmation that the diamonds have been successfully sent to the game account. Thus, the entire top-up process is complete, and the user can immediately use the purchased diamonds.

In addition to direct services through the platform, Rise Store also involves third parties in its operations. According to Mr. Hagi Rutiarana, a representative of the third party, their role is to act as an intermediary connecting the official service provider with end consumers through an integrated system. The involvement of this third party aims to expand the service reach while increasing transaction speed, especially during periods of high demand. The transaction process through the third party begins with the consumer contacting them via WhatsApp, then filling out a form containing personal and game account information, selecting the diamond amount and payment method, and concluding with confirmation of the successful transaction via email notification. The high consumer interest in this third-party service is driven

by ease of access, processing speed, competitive pricing, and the variety of payment options offered compared to topping up directly through official providers.

As an online marketplace focused on the sale and purchase of online gaming products, Rise Store understands that customer trust is the cornerstone of every transaction. In providing its services, Rise Store recognizes that digital transactions—such as diamond top-ups and other gaming services—carry inherent risks, ranging from processing delays to discrepancies between the product ordered and the one received by the buyer. Therefore, Rise Store has established a structured mitigation mechanism focused on protecting buyers' rights at every stage of the transaction.

The initial steps implemented by Rise Store begin long before a transaction takes place, namely by requiring all sellers registered on its platform to provide accurate and transparent product information, including the service amount offered, estimated processing time, and applicable terms and conditions. This is done so that buyers have a clear understanding of the product they are purchasing, thereby minimizing the potential for misunderstandings between sellers and buyers from the very beginning before the transaction takes place.

This clear understanding from the start serves as an important foundation for buyers when facing situations where an ongoing transaction encounters issues, such as a diamond top-up not being credited within the promised timeframe. In such cases, Rise Store grants buyers full autonomy to decide how to proceed: whether to continue the transaction by waiting for the process to complete or to cancel the order and receive a full refund with no deductions. This freedom of choice is central to Rise Store's commitment that no buyer should suffer losses due to system failures or operator errors.

However, protection does not stop at the ongoing process; it also covers conditions after the transaction is completed. If the received product does not match the order—such as a diamond amount less than expected or a game item that does not match the description—Rise Store provides an official complaint channel that buyers can access directly to report the actual issues they are experiencing. Based on these reports, Rise Store is obligated to conduct a thorough verification and provide a fair resolution to the buyer, whether in the form of replacing the product with the correct one, compensating for the shortfall in service value, or issuing a full refund in accordance with the mutual agreement between the buyer and Rise Store.

This entire mechanism is further reinforced by Rise Store's commitment to proactively communicate any issues that arise—whether system disruptions, technical problems from service providers, or delays caused by third parties—without waiting for customer complaints. By consistently and comprehensively implementing this mitigation mechanism at every stage, Rise Store not only maintains customer satisfaction in every transaction but also builds a fair, transparent, and mutually beneficial digital buying and selling ecosystem for all parties involved in the Rise Store platform.

## **Application of the Right of Election in Online Diamond Game Sales Transactions at Rise Store: A Positive Law Perspective**

Rise Store's operations as a digital marketplace essentially reflect the business operator's efforts to fulfill its obligations as stipulated in Article 7 of the Consumer Protection Act. The obligation to provide accurate, clear, and honest information regarding the conditions and guarantees of services is fulfilled through a mechanism whereby Rise Store requires all registered sellers to list product information accurately and transparently, including service fees, estimated processing times, and applicable terms and conditions. This measure aligns with the consumer rights guaranteed under Article 4(c), namely the right to accurate, clear, and truthful information regarding the conditions and warranties of goods and/or services (Sari, 2026).

The account verification mechanism for games via User ID and Server ID before a transaction proceeds is a concrete form of protection for consumers' rights to comfort, security, and safety as stated in Article 4(a). This system minimizes the risk of diamond delivery errors that could harm consumers, while also demonstrating Rise Store's good faith as a business operator in conducting its activities in accordance with Article 7(a) (Sari, 2026).

In the event of service delays or discrepancies, Rise Store grants buyers full discretion to proceed with the transaction or cancel the order with a full refund without any deductions. This policy aligns with consumers' rights to compensation, damages, and/or replacement as stipulated in Article 4(h), as well as the business operator's obligation to provide compensation or damages if the goods and/or services received do not conform to the agreement, as stipulated in Article 7(g). This obligation to provide compensation is further reinforced by Article 19(1), which states that businesses are responsible for providing compensation for consumer losses resulting from the consumption of goods and/or services sold, with a deadline for implementation of no later than seven days after the transaction date, as stipulated in Article 19(3) (Pembayun & Gunawan, 2025).

The availability of an official complaint channel for consumers who receive products that do not match their orders fulfills consumers' rights to advocacy, protection, and appropriate dispute resolution in consumer protection matters, as guaranteed by Article 4(e). Rise Store's commitment to proactively communicating any issues without waiting for customer complaints first reflects the spirit of Article 7(b), which requires businesses to provide accurate and honest information, while fostering consumer trust as the cornerstone of the digital commerce ecosystem (Seran et al., 2025).

The involvement of third parties in Rise Store's operations must also be examined through Article 24 of the Consumer Protection Law. Third parties acting as intermediaries between official service providers and end consumers share responsibility if the products delivered to consumers have not undergone changes or modifications. Thus, both Rise Store and third parties share joint responsibility for

ensuring the quality and suitability of the services received by consumers (Tamaela & Solichin, 2025).

Mobile Legends diamond top-up transactions conducted through the Rise Store platform constitute electronic transactions as defined in the ITE Law. Article 17(2) stipulates that parties engaging in electronic transactions must act in good faith during interactions and/or the exchange of electronic information throughout the transaction. Rise Store has implemented this principle through a two-way verification system that ensures account data accuracy before payment is processed, as well as email notifications containing transaction details, payment status, and confirmation of diamond delivery (Yulia et al., 2025).

In the context of using various digital payment methods such as QRIS, e-wallets, virtual accounts, and bank transfers, Rise Store operates within an electronic system ecosystem that must meet the reliability, security, and operability requirements as stipulated in Article 15 of the ITE Law. The use of payment gateways and automated systems in payment verification reflects efforts to operate a reliable and secure electronic system to protect consumer interests in digital transactions (Zahrah & Damanhuri, 2025).

The mechanism for receiving orders via WhatsApp implemented by third parties within the Rise Store ecosystem must also be understood within the framework of Article 28(1) of the ITE Law, which prohibits the dissemination of electronic information containing false statements or misleading information that results in material loss to consumers in electronic transactions. Therefore, all information regarding prices, diamond denominations, estimated processing times, and payment methods communicated to consumers—whether through the main platform or via third parties—must be accurate and non-misleading. Violations of this provision are punishable by imprisonment for a maximum of six years and/or a fine of up to one billion rupiah, as stipulated in Article 45A(1) (Pertwi, 2025).

Furthermore, Rise Store's commitment to proactively communicating any operational challenges aligns with the spirit of Article 17(1) of the ITE Law, which promotes the responsible conduct of electronic transactions. Transparency in providing information to consumers during system disruptions or delays in third-party services is not merely a form of excellent service but also a legal obligation that carries criminal consequences if neglected and results in harm to consumers (Agus et al., 2026). Thus, the synergy between the mitigation mechanisms implemented by Rise Store and the frameworks of the Consumer Protection Law and the ITE Law creates a digital transaction ecosystem that is not only oriented toward customer satisfaction but also has a strong foundation of legal compliance.

## **Application of the Right of Election in Online Diamond Game Sales Transactions at Rise Store: An Islamic Legal Perspective**

The mitigation mechanisms implemented by Rise Store, as described above, are closely linked to the concept of the Right of *Khiyar* as stipulated in DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on Online Shops Based on Sharia Principles (Almanuri, 2026). In the general provisions of the fatwa, the Right of *Khiyar* is defined as the buyer's right to proceed with or not proceed with the sale-purchase contract in the event that the goods received do not match the prior description (Syarani, 2026). This definition serves as a normative Sharia foundation that directly legitimizes the practices implemented by Rise Store, where buyers are granted full freedom to decide their course of action when the received product does not match the description promised at the time of the contract, such as a diamond weight that is less than expected or a game item that does not align with the seller's description on the platform (Hadiansyah et al., 2026).

Fatwa 146, Section Five, Article 6 explicitly states that if the *mabi'* received by the buyer does not match the description provided at the time of the contract, the buyer possesses the Right of *Khiyar*. This provision is mandatory and must not be disregarded by either the seller or the platform. In this regard, Rise Store has translated this provision into concrete operational mechanisms, namely by establishing an official complaint channel directly accessible to buyers, conducting a thorough verification of incoming reports, and providing solutions in the form of product replacement, compensation for monetary shortfalls, or a full refund. This approach aligns with the substance of the Right of Choice in the fatwa, which requires a genuine and unconditional option for the buyer when the subject matter of the sale does not meet the contract specifications (Margolang, 2026).

Another important aspect that needs to be analyzed is the relationship between the Right of Choice and the obligation of information transparency that Rise Store imposes on all sellers registered on its platform. Fatwa 146 in Section Five, paragraph 6, states that when offering goods, the merchant must clearly explain the criteria of the *mabi'*, the price, shipping costs if applicable, and the delivery time. This transparency obligation, in the context of Rise Store, is fulfilled through the disclosure of the service fees offered, estimated processing times, and applicable terms and conditions. The logical consequence is that if the information transparently listed is not fulfilled during the transaction, the buyer's Right of *Khiyar* automatically applies and must be respected by both the seller and the platform. Thus, the obligation of information transparency and the Right of *Khiyar* are two interrelated buyer protection mechanisms that cannot be separated from one another within the framework of this fatwa (Amelia et al., 2026).

A specific condition that serves as a critical point in the Rise Store mechanism — namely, delays in processing diamond top-ups that exceed the promised timeframe — can also be analyzed through the lens of this Right of Election. The delivery time for goods or services is part of the contract description that must be fulfilled as stipulated

in the fatwa. When the processing time exceeds the promised estimate, this situation can be categorized as a discrepancy between the mabi' received and the description at the time of the contract, thereby triggering the buyer's Right of Khiyar. Rise Store, which grants buyers the freedom to choose between waiting for the process to be completed or canceling the order and receiving a full refund without any deductions, is essentially implementing this Right of Choice in a tangible and consistent manner with the spirit of buyer protection intended by the fatwa (Mawardi et al., 2026).

One point that also warrants attention is that Fatwa DSN-MUI No. 144/DSN-MUI/XII/2021 on Marketplaces Based on Sharia Principles, although Rise Store is categorized as an online shop, also provides a relevant perspective. Fatwa 144, in Section Seven, point 6, states that if the goods received by the buyer do not match the description provided at the time of the contract, the Right of Khiyar applies. A similar provision is also found in DSN-MUI Fatwa No. 145/DSN-MUI/XII/2021 on Dropshipping. The consistency of the Right of Khiyar provisions across these three fatwas indicates that the DSN-MUI views the protection of buyer rights through the Right of Khiyar mechanism as a universal principle that must be upheld in all digital commerce models, without exception. Rise Store thus not only formally meets the requirements of Sharia regulations but also embodies the substantive value of buyer protection, which is the essence of all three fatwas (Almanuri, 2026).

The buyer protection mechanisms established by Rise Store in the context of buying and selling online game products can be analyzed in depth through Jasser Auda's Maqāshid al-Shariah system approach, specifically by utilizing the six features of the system he proposed: cognitive nature, comprehensiveness, transparency, interrelated hierarchy, multidimensionality, and intentionality (Alamsyah et al., 2025). This approach is relevant because digital transactions such as diamond top-ups are contemporary issues not explicitly addressed in classical fiqh, thus requiring a more dynamic and holistically Sharia-purpose-oriented approach, rather than merely relying on existing fiqh legal rulings (Salsabila et al., 2025). These six features do not stand alone in isolation but are interconnected, forming a cohesive system of thought, and each feature will be elaborated sequentially as a continuous analytical framework for the practices implemented by Rise Store.

Starting from the very beginning of Auda's system of thought, the cognitive character feature asserts that Islamic law is a conceptual construct emerging from a jurist's understanding; thus, fiqh cannot be claimed as an absolute divine truth but is limited to human rational understanding of the revealed Sharia with the qualification of "dzanni ad-dilalah" (Furqon, 2025). In the context of Rise Store, this means that provisions regarding buyer protection in digital transactions need not be sought through a literal correspondence with classical fiqh texts, but can be constructed from an understanding that takes into account the realities of information technology, digital consumer behavior, and the e-commerce ecosystem as part of the *urf* that fulfills the requirements of maqāshid (Masruroh, 2026). Rise Store's obligation to require all sellers to provide accurate and transparent product information is an expression of

cognitive validation of the digital transaction context, which must be understood holistically, not in isolation (Zulqifli & Hasanah, 2026). This holistic cognitive understanding of the context of digital transactions cannot stop at the point of validation alone but must extend to a broader stage: comprehensively considering all relevant legal principles as demanded by the subsequent feature (Kamaluddin & Karimullah, 2026).

The holistic feature in Jasser Auda's approach requires that legal analysis not rely solely on a single text but must consider all thematically related legal principles through the principle of *ad-dalil al-kulli* or holism. In this regard, Rise Store's mitigation mechanisms—which encompass pre-transaction, during-transaction, and post-transaction phases—reflect a holistic approach aligned with this principle. When Rise Store establishes an official complaint channel, conducts thorough verification, and offers solutions such as product replacement, compensation for monetary shortfalls, or full refunds, the platform is effectively applying a comprehensive legal framework that does not limit buyer protection to a single point in the transaction. However, this comprehensiveness in considering legal principles and public interest will not be effective if the applied legal system is closed and unable to adapt to changing times; thus, the feature of openness becomes a crucial prerequisite for the productive functioning of such comprehensiveness (Ridwan et al., 2026).

The feature of openness in Auda's concept emphasizes that the Islamic legal system must continuously maintain the renewal of legal decisions to effectively interpret the ever-evolving realities of society—not merely from a legal-sociological perspective but must also incorporate philosophical perspectives and consider the worldview shaped by religion, social, economic, technological, and cultural conditions of the local community. Rise Store, which proactively communicates every obstacle that arises—whether system disruptions, technical issues from service providers, or delays from third parties—without waiting for customer complaints first, is a tangible manifestation of this openness system. This proactive stance reflects the competent worldview as described by Auda, where the platform no longer hides behind rigid standard terms but is responsive to the actual conditions faced by buyers as part of efforts to ensure that the public good is concretely realized. Such system openness, in turn, requires a structured framework so that it does not become aimless openness, and this is where the interrelated hierarchy feature plays a role in providing a systematic order for all identified considerations of the common good (Rafiu & Alghifari, 2026).

The interrelated hierarchical features in Auda's theory divide *maqāshid* into three overlapping levels: general *maqāshid*, which are universal in nature; specific *maqāshid*, which relate to particular branches of law; and partial *maqāshid*, which relate to the *illat* or underlying purpose of a specific legal text. Rise Store's mitigation mechanisms can be mapped to all three of these levels simultaneously. At the level of general *maqāshid*, these mechanisms aim to realize *hifdzul maal* as defined by Jasser Auda—a concept that has shifted in meaning from merely a punishment for theft to

encompass economic development, fair distribution, and the protection of a prosperous society. At the level of specific maqāshid, this mechanism relates to the provisions of the sales contract requiring transparency of information and the fulfillment of the buyer's right to product conformity, while at the level of partial maqāshid, the freedom granted to the buyer to choose between continuing or canceling the transaction when a discrepancy occurs constitutes the implementation of the illat of rights protection, which is the objective behind the establishment of mutually beneficial contracts. This hierarchical mapping highlights that each dimension of an issue holds a different level of importance and must be considered simultaneously; this, in turn, underscores the necessity of a multidimensional approach to ensure no dimension is overlooked in the decision-making process (Dahlan et al., 2026).

The feature of multidimensionality Auda critiques the dichotomy of certainty (*al-qaṭ'i*) and uncertainty in fiqh by offering the perspective that legal certainty is sometimes continuous and ongoing, depending on the surrounding context, as exemplified by Auda with the possibility of changing the provisions regarding zakat on horses if the economic context changes such that it holds significant value. In the context of Rise Store, provisions regarding liability for delays in digital processing or discrepancies in virtual items cannot be resolved using a classical fiqh approach that recognizes only physical goods as the subject of a contract, because multidimensionality allows for an approach that considers various dimensions simultaneously: the technological dimension, the digital economic dimension, the consumer psychology dimension, and the normative Sharia dimension. Thus, a top-up delay exceeding the promised timeframe can also be classified as a condition that grants the buyer the right to decide on the ongoing transaction, as the context of fulfilling the *mabī'* in the digital space possesses dimensions that cannot be absolutely equated with the physical delivery of goods in classical fiqh. The breadth of dimensions considered through this multidimensional feature ultimately requires a unifying principle that gives meaning and direction to all these considerations, and that is the function of the feature of intentionality as both the pinnacle and the foundation of the entire system (Assulthoni, 2026).

The feature of intentionality, as the unifying element of all other system features, affirms that the realization of maqāshid must be a fundamental criterion in all *ijtihad* without limiting itself to a specific school of thought or the inclinations of a particular jurist, where Auda states that the illat can change and requires careful attention to its consistency, and that moral values must be incorporated as the illat for the relevant laws. The entire Rise Store mitigation mechanism, ranging from the obligation of information transparency, buyer choice in the event of issues, official complaint channels, comprehensive verification, fair solutions, to a proactive approach in addressing issues, all converge on a single fundamental objective, which is none other than the realization of *hifdzul maal* in its developmental dimension as conceptualized by Auda: fair economic development, equitable distribution of rights, and protection

of society from transactional losses (Makraja & Ramlah, 2025). Thus, Rise Store, through all its mitigation mechanisms, is essentially realizing the most fundamental objective of Sharia, as stated by Imam Jalaluddin as -Suyuti, as quoted by Auda, that the law revolves in tandem with human welfare, and wherever welfare is found, there lies the true essence of Allah's law. Thus, the fair, transparent, and mutually beneficial digital commerce ecosystem built by Rise Store is not merely about meeting business demands, but rather a tangible manifestation of the maqāshid al-syariah within the context of contemporary digital commerce.

## CONCLUSION

Based on the above analysis, it can be concluded that Rise Store's operations in providing Mobile Legends diamond top-up services reflect a structured digital transaction system, ranging from account verification and selection of the amount to various payment methods, with a delay mitigation mechanism that gives buyers full freedom to proceed with or cancel the transaction, along with a full refund. This practice complies with positive law through its alignment with the Consumer Protection Act and the ITE Act, while also implementing the Right of Khiyar as stipulated in DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021, wherein product non-conformity or service delays grant the buyer the right to decide on their transaction. From the perspective of Maqāshid al-Syariah as articulated by Jasser Auda, all buyer protection mechanisms established by Rise Store—from information transparency, official complaint channels, to proactive communication regarding obstacles, ultimately lead to the realization of hifdzul maal in its developmental dimension—namely, the fair distribution of rights and the protection of the public from losses in digital transactions. Thus, the buying and selling ecosystem built by Rise Store does not merely meet business demands but is a tangible manifestation of the maqāshid al-syariah in contemporary digital commerce.

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