

## **Practice of Cash on Delivery (COD) Payment Rounding In 'Urf Perspective (Case Study on Students of Sharia Economic Law Department, The State Islamic University Maulana Malik Ibrahim Malang)**

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### **Abstract:**

Cash on Delivery is payment system made in cash when the product has arrived to the buyer's place. In practice, there's a custom where couriers rounding COD payments with large enough nominal without prior confirmation to the buyer. This research aims to analyze the practice of rounding COD payments based on 'urf perspective and provide alternative solutions to avoid disputes because rounding done by couriers. This research includes empirical legal research using legal and conceptual approach. The research subjects are active students of HES UIN Malang 2018. Then data collection method using questionnaires, interviews, and documentation. The results show that there are two typologies of couriers in rounding COD payments. The first is courier who confirms the buyer to complete payment, this custom includes 'urf *ṣahih* because it's in accordance with Islamic law and Minister of Trade Regulation No.35/2013 article 6 (3&4). Then, the second typology is courier who rounds up unilaterally without confirming it first, this custom includes 'urf *fasid* because there's no element of willingness from both parties as described in QS. an-Nisa 5:29. Therefore, to avoid disputes between courier and buyer, it's hoped that there will be good faith from both parties in order to achieve the willingness/mutual pleasure of both parties.

**Keywords:** 'Urf; Cash on Delivery; Payment Rounding.

### **Introduction**

In Islam the relationship between humans and each other to meet daily needs is termed muamalah.<sup>1</sup> One of the muamalah activities that are often carried out by humans is buying and selling. Buying and selling is an activity of exchanging assets by way of *ijab qabul* which results in the transfer of ownership.<sup>2</sup> The rapid development of information technology has been able to provide changes in the field of buying and selling from what was previously in the traditional form to buying and selling in digital

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<sup>1</sup> Harun, *Fiqh Muamalah*, (Surakarta: Muhammadiyah University Press, 2017), 3.

<sup>2</sup> Harun, *Fiqh Muamalah*, 66.

form. With this digital buying and selling, humans can fulfill their daily needs easily and quickly. Recently, the term marketplace is being loved by most people in Indonesia. Because of its practicality, only by using a smartphone that is connected to the internet, people can easily fulfill their daily needs without having to leave the house.

The term marketplace is a way of doing business that uses a website or online application as a store that accommodates traders to be able to interact with buyers through internet facilities.<sup>3</sup> The concept marketplace is more or less the same as e-commerce in that both are digital businesses that use internet facilities. In e-commerce there are several payment systems that are generally used by the public, including online credit cards, digital wallets, digital cash, stored value online digital accumulating balance systems, digital and wireless check payment systems.<sup>4</sup> However, in practice in Indonesia, only a part of the various payment systems are used in e-commerce, including bank transfers, Cash on Delivery (COD), using credit cards, and so on.<sup>5</sup>

According to Hasibuan, payment is the transfer of ownership rights over a sum of money and/or from the payer to the recipient, either directly or through the media of banking services.<sup>6</sup> In the Cash on Delivery (COD) payment system, the buyer submits an amount of cash payment to the courier when the package has arrived at the destination address. Therefore, the customer has to pay for the product only after receiving it at the doorstep.<sup>7</sup> Then after the payment is completed, the courier delivers the package to the buyer. With the Cash on Delivery (COD) payment method, it allows customers to order the products they want in e-commerce or marketplaces without having to pay for the same thing instantly.<sup>8</sup> However, there is a phenomenon that occurs in society, where the couriers practice rounding prices in payments through Cash on Delivery (COD).

For example, what happened to Sharia Economic Law (HES) UIN Malang students who ordered an item in one of the marketplaces using Cash on Delivery payment method, the package had to be paid Rp. 54,384 and the buyer paid Rp. 60,000. However, the courier only gave a change of Rp. 5,000 which the buyer should have received Rp. 5,616.<sup>9</sup> In addition, of the 25 respondents who participated in this study, namely active students majoring in Sharia Economic Law at UIN Malang batch 2018, 23 of them had experienced the practice of rounding Cash on Delivery (COD) payments and 11 of them did not agree with this practice. If viewed from the number of cases experienced by respondents, it can be said that this is a habit that often occurs in the

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<sup>3</sup> Aselina Endang Trihastuti, *Manajemen Pemasaran Plus++*, (Yogyakarta: Deepublish, 2021), 122.

<sup>4</sup> Kenneth C. Laudon and Carol Guercio Traver, *E-Commerce: Business, Technology, Society*, (Boston: Prentice Hall, 2009).

<sup>5</sup> Hestin M, Thanh Thi, and A. Bima, "Analisis Jenis Sistem Pembayaran Elektronik Dalam Transaksi E-Commerce di Indonesia", *Sentika* 2014, no. 1 (15 Desember 2014): 166 <https://fti.uajy.ac.id/sentika/publikasi/makalah/2014/%2816%29.pdf>

<sup>6</sup> Malayu S.P. Hasibuan, *Manajemen Sumber Daya Manusia*, (Jakarta: PT Bumi Aksara, 2010), 117.

<sup>7</sup> Chike C. Chiejina and S. E. Olamide, "Investigating the Significance of the "Pay on Delivery" Option in the Emerging Prosperity of the Nigerian E-Commerce Sector", *Journal of Marketing and Management*, vol. 5 no. 1 (May: 2014), 120-135 <https://www.semanticscholar.org/paper/Investigating-the-Significance-of-the-%27Pay-on-in-of-Chiejina-Olamide/f9d069f2b63ccb6cd46afb455bdb30c8a40603f>

<sup>8</sup> Safia Anjum and Junwu Chai, "Drivers of Cash-on-Delivery Method of Payment in E-Commerce Shopping: Evidence From Pakistan", *Journal Sage Open*, (July-September 2020), 2 <https://journals.sagepub.com/doi/10.1177/2158244020917392>

<sup>9</sup> Hanifatus Sasmita, wawancara, (Malang, 22<sup>nd</sup> January 2022).

community when making package payments through the Cash on Delivery (COD) method.

A thing that is known in general in the community and has become a habit among them is also called 'urf.<sup>10</sup> There are various kinds of 'urf, one of which is seen from the quality aspect, which is divided into 'urf *ṣahih* and 'urf *fasid*. 'Urf *ṣahih* is a habit that applies in society that does not conflict with the Qur'an and hadith, while 'urf *fasid* is a habit that is contrary to the arguments of syara'.<sup>11</sup>

In other studies, there are also similar cases that discuss the rounding of change money, such as in Muhammad Satria and Humaira research. In this study, it was found that the practice of rounding the price of fuel oil (BBM) is carried out due to the lack of availability of small denominations, the practice of rounding is considered a habit in the community because the nominal amount is considered small, then the responsibility given to the gas station is in the form of apologies and compensation.<sup>12</sup> Relevant with the research above, in Muhajir and Muhammad Agus Galih Wicaksono research show that the practice of rounding off the taxi fares in Purworejo had fulfilled the pillars and conditions of *ijarah* even though in practice the rounding of fares made by the driver made passengers less willing and felt compelled to pay more than what was stated on the meter.<sup>13</sup> However, research on rounding of payments is still interesting to study because most of the previous research only examined in positive law and Islamic law (*fiqh muamalah*). There is no research that examined this case from the side of *ushul fiqh*.

So it is very interesting to conduct research on the case about the habit of rounding off Cash on Delivery (COD) payments using the legal review of 'urf. In addition to aiming to find out how the 'urf in the practice of rounding Cash on Delivery (COD) payments that occur among HES UIN Malang students, and also aims to provide alternative solutions that can be taken for the practice of rounding Cash on Delivery (COD) payments that occur among students of HES UIN Malang.

### **Research Methods**

The type of research used in this research is empirical legal research, that is legal research whose data is obtained from primary data sources.<sup>14</sup> The data sources used in the form of primary data and secondary data. The primary data in this research were obtained from active students of Sharia Economic Law (HES) batch of 2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year who had shopped online using the Cash on Delivery (COD) payment method, namely from 178 active students there were 25 samples were collected, while the secondary data sources were obtained from journals, books, laws and regulations and others. Collecting data in this

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<sup>10</sup> Sapiudin Shidiq, *Ushul Fiqh*, (Jakarta: Kencana, 2017), 98.

<sup>11</sup> Nasrun Haroen, *Ushul Fiqh I*, (Jakarta: Logos Wacana Ilmu, 1997), 140-141.

<sup>12</sup> Muhammad Satria and Humaira, "Perlindungan Konsumen Terhadap Praktik Pembulatan Harga Bahan Bakar Minyak (BBM) di Kecamatan Syiah Kuala", *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan*, vol. 4 no. 4 (November 2020), 650, <http://www.jim.unsyiah.ac.id/perdata/article/view/17215>

<sup>13</sup> Muhajir and Muhammad Agus Galih Wicaksono, "Analisis Hukum Islam Terhadap Pembulatan Tarif Pembayaran Layanan Jasa Transportasi Kopada Taksi di Purworejo", *Ulumuddin: Jurnal Ilmu-ilmu Keislaman*, vol. 11 no. 2 (August 25, 2021), 175, <https://doi.org/10.47200/ulumuddin.v11i2.885>

<sup>14</sup> Soejono and Abdurrahman, *Metode Penelitian: Suatu Pemikiran dan Penerapan*, (Jakarta: Rineka Cipta, 2005), 56.

study using questionnaires, interviews, and documentation. While the research approach used is a legal and conceptual approach. For data processing techniques, namely by editing, classifying, verifying, analyzing, and concluding.

## **Results and Discussion**

### **Analysis of 'Urf in The Practice of Cash on Delivery (COD) Payment Rounding**

The high interest of the public to shop online through the marketplace is triggered by the times and technological advances. Various innovations are presented to support the smoothness of online shopping, one of which is the payment method via Cash on Delivery (COD) or also known as pay on the spot. This payment method makes it easy for buyers to make cash payments when the product they ordered has arrived at the destination address.<sup>15</sup> However, in practice there is a drawback where couriers often round off COD payments. Sometimes it even burdens the buyer because of the amount of rounding taken. Rounding is the practice of shortening existing information by adjusting numbers either up or down.<sup>16</sup>

From the research data obtained, there were 23 out of 25 respondents who had experienced the practice of rounding COD payments and 11 of them did not agree with the practice of rounding COD payments. The reasons they did not agree were because of the amount of rounding taken by the courier which was burdensome for the buyer and there was no prior information from the courier regarding the rounding of the payment. In addition, the buyer who intends to resell the ordered goods will feel disadvantaged because of the reduced net profit he should have earned.

From the many cases of rounding off COD payments, it can be said that this has become a habit among couriers when delivering packages using the COD payment method. So it can be understood that the practice of rounding COD payments is a practice that is well known in the community and has become a habit among them. Abdullah bin Mas'ud said that the good habits that apply in Muslim society are in line with guidelines of Islamic sharia and are also something good in the sight of Allah. On the other hand, things that are contrary to habits that are considered good by the community will give birth to difficulties and narrowness in everyday life.<sup>17</sup> So the concept of 'urf can be used to see how far the custom of rounding COD payments is with sharia.

It is stated in the Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Tariffs for Services, in article 6 paragraph (3) that "*Dalam hal harga barang dan/atau tarif jasa memuat pecahan nominal rupiah yang tidak beredar, pelaku usaha dapat membulatkan harga barang dan/atau tarif jasa dengan memperhatikan nominal rupiah yang beredar*". Furthermore, in article 6 paragraph (4) it is stated "*Pembulatan sebagaimana dimaksud pada ayat (3) diinformasikan kepada konsumen pada saat transaksi pembayaran*".

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<sup>15</sup> Mohanad Halaweh, "Cash on Delivery (COD) as an Alternative Payment Method for E-Commerce Transaction: Analysis and Implication", *International Journal of Sociotechnology and Knowledge Development*, vol. 10 no. 4 (2018), DOI: 10.4018/IJSKD.2018100101.

<sup>16</sup> Tokopedia Team, "Pembulatan", *Tokopedia*, accessed 13<sup>th</sup> April 2022, <https://kamus.tokopedia.com/p/pembulatan/>

<sup>17</sup> Abd. Rahman Dahlan, *Ushul Fiqh*, (Jakarta: Amzah, 2010), 212-213.

From the regulation above, it is known that couriers may make round payments in nominal rupiahs that are not in circulation while still paying attention to the nominal fractions of rupiahs that are still circulating, and then informing the rounding off to the buyer during the payment transaction. However, in practice there are at least two courier typologies in rounding COD payments.

The first typology is the courier who first confirms or asks the buyer for permission to round off the COD payment. In this case, the buyer is usually happy or voluntarily allows the rounding of the payment. So in other words there is an element of mutual pleasure or consensual from the courier and buyer. As mentioned in the Qur'an surah an-Nisa' verse 29: *"O you who believe! Do not eat each other's property in a vanity way (not true), except in trade that occurs on the basis of consensual between you. And don't kill yourself. Indeed Allah is Most Merciful to you"*.<sup>18</sup>

From the verse it can be seen that in a trade transaction there must be an element of mutual pleasure or mutual consent from both parties. So that there will be no harmed parties, because in fact the buyer voluntarily allows the courier to make the COD payment rounding. In this case, the habit is included in the category of *'urf sahih* because it does not conflict with the syara'. And the rounding of COD payments is in accordance with the Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Goods and Tariffs of Services Traded, in article 6 paragraph (4) because the courier has previously informed the buyer.

Then the second typology is the courier who unilaterally rounds up the COD payment nominal which must be paid by the buyer without prior confirmation. As from the research data obtained, 19 respondents stated that they did not receive information beforehand from the courier regarding the rounding of payments they took. In this second type, buyers generally feel aggrieved and consider courier behavior like that to be bad behavior. In this case, it seems as if there is no element of willingness or mutual pleasure from the buyer. Even though it has been mentioned in the Qur'an Surah an-Nisa' verse 29 that it is forbidden to eat the property of fellow human beings from a vanity (incorrect) way. So that this habit is included in *'urf fasid* because it is not in accordance with the principles of sharia, namely there is no element of willingness or mutual pleasure from both parties and is contrary to business ethics (the absence of honesty on the part of the courier). In addition, the habit of rounding payments is not in accordance with the Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Services Tariffs, in article 6 paragraph (4) because there is no information from the courier beforehand.

COD payments may be rounded off if the required nominal denomination is not in circulation. However, the courier should not be arbitrarily in rounding the payment because he must still pay attention to the nominal fraction in circulation. In addition, the rounding of COD payments must also be in accordance with the agreement between the courier and the buyer. Sometimes the courier also runs out of small denominations because of the limited small denominations he carries, so the courier rounds up the COD payment. In contrast to shops/minimarkets that provide more small denominations for change.

Based on the description above, it can be understood that the practice of rounding off COD payments is not entirely a bad habit carried out by couriers if you see the

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<sup>18</sup> Q.S. an-Nisa' (4): 29



reason for the limited small denominations that the courier carries and the courier still pays attention to the nominal rupiah in circulation. And if the buyer does not object to the rounding taken by the courier, then this has fulfilled the principle of buying and selling in Islam, namely the element of mutual pleasure or consensual on the part of the courier and the buyer. So that the practice of rounding COD payments can be classified as *'urf sahih* because it does not conflict with the *nash* (Al-Qur'an or hadith). And it is in accordance with Article 6 paragraph (4) of the Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Services Tariffs.

### **Alternative Solutions for The Practice of Cash on Delivery (COD) Payment Rounding**

Humans are creatures that cannot be separated from conflicts or disputes. Islam as a religion that always teaches goodness for its people, on the other hand also mentions the existence of evil that must be recognized in life.<sup>19</sup> In the Qur'an Surah Al-Baqarah verse 30 describes the nature of humans who like to destroy and shed blood which means as follows: *"And (mention, O Muhammad), when your Lord said to the angels, 'Indeed, I will make upon the earth a successive authority.' They said, 'Will You place upon it one who causes corruption therein and sheds blood, while we declare Your praises and sanctify You?' Allah said, 'Indeed, I know that which you do not know'".*<sup>20</sup>

The verse shows that the culture of corruption and bloodshed described in the Qur'an provides a warning that humans are creatures full of conflict. It cannot be avoided by humans. However, humans can seek anticipation and solutions to deal with these conflicts or disputes.

In the practice of rounding off COD payments, there are often disputes between the courier and the buyer. This happens for several reasons, one of which is the lack of communication between the courier and the buyer during the payment transaction. The absence of information from the courier regarding the rounding of payments he took was the trigger for disputes between the courier and the buyer. Therefore, here are some anticipations and alternative solutions that can be taken to avoid disputes when the practice of rounding COD payments occurs, including the following: (1) paying with exact money; (2) reminding the courier regarding the amount of the payment; (3) reprimand the courier when rounding up payments with a large enough nominal; (4) the buyer should realize to round up if there is no nominal rupiah in circulation; (5) letting go of the rounding of the COD payments; and (6) couriers must still pay attention to business ethics in rounding COD payments.

To minimize the occurrence of disputes between buyers and couriers due to rounding of COD payments, buyers can make payments using exact money according to the nominal stated in the package. When the buyer pays for the ordered goods with exact money, the courier will not be able to practice rounding COD payments. Furthermore, the courier must also be willing to accept when the buyer pays with exact money including Rp. 100 and Rp. 200, instead of rejecting it and only accepting money with a nominal denomination of Rp. 500 only with the excuse that in his office he did

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<sup>19</sup> Akhmad Rifa'i, "Konflik dan Resolusinya Dalam Perspektif Islam", *Millah: Jurnal Studi Agama*, vol. 10 (November 2010), 172, <https://doi.org/10.20885/millah.ed.khus.art10>

<sup>20</sup> Q.S. Al-Baqarah (1): 30

not accept small denominations with a nominal value of Rp. 100 and Rp. 200. Even though the nominal denomination is still valid and circulating. As has been stated in the Regulation of the Minister of Trade Number 35 of 2013 in article 6 paragraph (3) and paragraph (4) that couriers may round off COD payments if there is no nominal rupiah in circulation by informing the buyer in advance.

Then the buyer can remind the courier regarding the amount of payment that must be paid. Not infrequently there are cases where the courier has rounded the payment while the buyer has already brought the money with the correct nominal, then the buyer can remind the courier of the amount of the nominal payment. As happened to one of the respondents in this study. That way, it can minimize the practice of rounding COD payments.

When the round of payment taken by the courier is too large, the buyer can admonish the courier not to round up the payment with a large enough nominal. Because too large a round of payments taken by the courier causes the buyer to object and be harmed by the rounding off. Moreover, if a buyer orders goods from an online shop or marketplace for resale, then the rounding off of payments that are too large will reduce the net profit that the buyer should have earned.

This happened to one of the respondents who had a dispute with the courier due to too large a rounding taken by the courier. So that the buyer reprimanded the courier not to round off the COD payment with a large enough nominal. As in Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection which explains if the buyer feels aggrieved then he can sue business actors either through the institution in charge of resolving disputes between consumers and business actors or through courts within the general court environment. Furthermore, Article 45 paragraph (2) explains that the settlement of the dispute can be reached through the court or outside the court according to the agreement of the parties. Therefore, it can be said that the case of one of the respondents was settled out of court by reprimanding the courier.

In the event that a COD payment contains a nominal that is not in circulation, the buyer must also be aware of rounding up the payment. For example, a COD payment bill contains a nominal amount that is not in circulation, namely Rp. 56,856, so a nominal value of Rp. 56 must be rounded off. If it is rounded down, the buyer must pay a nominal amount of Rp. 56,800, then if it is rounded up the buyer must pay a nominal amount of Rp. 56,900 or Rp. 57,000 according to the agreement between the buyer and the courier.

As mentioned in the Qur'an surah an-Nisa' verse 29: *"O you who have believed! Do not consume one another's wealth unjustly but only (in lawful) business by mutual consent. And do not kill yourselves (or one another). Indeed, Allah is to your Merciful"*.<sup>21</sup> Based on the verse above, a trade must be based on mutual consent or mutual pleasure. So that in it there must be an agreement between the buyer and the courier in advance so as not to cause any party to be harmed.

When the round of payment taken by the courier is not too large, and the courier does not have a small denomination as change, it would be better if the buyer gave up the rounding of the COD payment. Because giving change to the courier is a more polite way to give charity, compared to giving alms directly to other people with a small

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<sup>21</sup> Q.S. An-Nisa' (4): 29

nominal which actually has the potential to hurt the heart of the person being given to charity.<sup>22</sup>

For couriers, in rounding up COD payments, they must also pay attention to business ethics. Business ethics is defined as a knowledge of the ideal procedures for managing a business by taking into account the norms and morality that apply universally, economically and socially.<sup>23</sup> The principles of business ethics that must be considered by business actors include honesty, courtesy, integrity, mutual respect for one another, being responsible and accountable.<sup>24</sup>

When the courier rounds up the payment because the courier does not have a small denomination as change, it would be better if the courier informed the buyer politely, then the buyer would not hesitate to understand and accept the rounding off of the COD payment. However, if the courier does not pay attention to business ethics in rounding up payments, such as taking rounds with a nominal that is too large without clearly telling the reason to the buyer, it will be viewed as not good by the buyer and cause no element of pleasure from the buyer which is the same as eating treasure from a false path. As explained in the Qur'an surah An-Nisa 'verse 29.

## **Conclusion**

The habit of rounding Cash on Delivery (COD) payments is actually in accordance with Islamic principles, only in some cases. Based on the perspective of 'urf, the typology of the first courier in taking COD payment rounding is included in the category of 'urf *ṣāhih* because it does not conflict with *syara*'. Meanwhile, in the second typology of couriers, this habit is included in the 'urf *fasid* because it is not in accordance with sharia principles, there is no element of willingness or mutual pleasure from both parties and is not in accordance with business ethics.

Alternative solutions that can be taken to minimize disputes in the practice of rounding Cash on Delivery (COD) payments are addressed to both parties, both to the buyer and to the courier. The buyer can take steps in the form of paying with exact money, reminding the courier regarding the amount of the payment, reprimanding the courier for rounding up too large a payment, realizing to round up if there is no nominal rupiah in circulation, and letting go of the rounding of the COD payment if it is deemed not burdensome. In addition, in taking COD payments, couriers must also pay attention to business ethics in order to create an element of willingness or mutual pleasure from both parties.

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<sup>23</sup> Saban Echdar and Maryadi, *Business Ethics And Entrepreneurship: Etika Bisnis dan Kewirausahaan*, (Yogyakarta: Deepublish, 2019), 22.

<sup>24</sup> Echdar and Maryadi, *Business Ethics And Entrepreneurship: Etika Bisnis dan Kewirausahaan*, 47.



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Tokopedia Team. “Pembulatan”, *Tokopedia*, accessed 13<sup>rd</sup> April 2022, <https://kamus.tokopedia.com/p/pembulatan/>

### **Regulation**

Law Number 8 of 1999 concerning Consumer Protection.

Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Tariffs for Services.