

**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)**

THESIS

By:

Sari Rahma Putri

SIN 18220037



SHARIA ECONOMIC LAW DEPARTMENT

SYARI'AH FACULTY

THE STATE ISLAMIC UNIVERSITY MAULANA MALIK IBRAHIM

MALANG

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STATEMENT OF THE AUNTENTICITY

In the name of Allah,

With consciousness and responsibility toward the development of science, the writer declares that thesis entitled:

**PRACTICE OF CASH ON DELIVERY (COD) PAYMENT ROUNDING IN
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Is truly writer's original work which can be legally justified. If this thesis is proven result of duplication or plagiarism from another scientific work, it as precondition of degree will be stated legally invalid.

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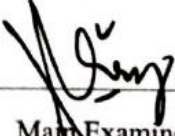
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MOTTO

وَعَسَىٰ أَنْ تَكْرَهُوا شَيْئًا وَهُوَ خَيْرٌ لَّكُمْ ۚ وَعَسَىٰ أَنْ تُحِبُّوا شَيْئًا وَهُوَ شَرٌّ لَّكُمْ ۗ وَاللَّهُ
يَعْلَمُ وَأَنْتُمْ لَا تَعْلَمُونَ

*“But perhaps you hate a thing and it is good for you; and perhaps you love a
thing and it bad for you. And Allah Knows, while you know not.”*

{Al-Baqara (2):216}

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From all the teaching, advice, guidance, and helps of service for us to finish this thesis, then with all humility the writer will expresses the gratitude which is unequaled to:

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With the completion of this thesis report, the hope that knowledge which we have gained during our studies can provide the benefits of life in the world and the hereafter. As a human who has never escaped fault, the author is very hopeful for the forgiveness, criticism and suggestions from all parties for future improvement efforts.

Malang, May 13rd, 2022

Writer,

A handwritten signature in black ink, consisting of a stylized 'S' and 'P' followed by a period.

Sari Rahma Putri

SIN 18220037

TRANSLITERATION GUIDENCE

The Latin Arabic Transliteration Guidelines which are the result of a joint decision (SKB) of the Minister of Religion and the Minister of Education and Culture of the Republic of Indonesia. Number: 158 of 1987 and Number: 0543b/U/1987.

A. Consonants

A list of Arabic letters and their transliteration into Latin letters can be seen on the following page:

Arab Letters	Name	Latin Letters	Name
ا	Alif	Not Symbolized	Not Symbolized
ب	Ba	B	Be
ت	Ta	T	Te
ث	S/a	S/	Es (with the dot above)
ج	Jim	J	Je
ح	H[a	H[Ha (with thw dot above)
خ	Kha	Kh	Ka and Ha
د	Dal	D	De
ذ	Z/al	Z/	Zet (with the dot above)

ر	Ra	R	Er
ز	Zai	Z	Zet
س	Sin	S	Es
ش	Syin	Sy	Es and Ye
ص	S[ad	S[Es (with the dot above)
ض	D[ad	D[De (with the dot above)
ط	T[a	T[Te (with the dot above)
ظ	Z[a	Z[Zet (with the dot above)
ع	‘Ain	‘	Apostrof backwards
غ	Gain	G	Ge
ف	Fa	F	Ef
ق	Qof	Q	Qi
ك	Kaf	K	Ka
ل	Lam	L	El
م	Mim	M	Em
ن	Nun	N	En
و	Wau	W	We
هـ	Ha	H	Ha

ء / إ	Hamzah	‘	Apostrof
ي	Ya	Y	Ye

Hamzah (ء) which is located at the beginning of the word follows the vowel without any marking. If it is in the middle or at the end, it is written with a sign (‘).

B. Vocal

Arabic vowels, like Indonesian vowels, consist of a single vowel or monophonic and multi vowels or dhipthongs. The Arabic single vowel whose symbol is a sign or vowel, the transliteration is as follows:

Sign	Name	Latin Letters	Name
أ	Fath[ah	A	A
إ	Kasrah	I	I
أ	D[ammah	U	U

Arabic double vowel whose symbol is a combination of vowels and letters, the transliteration is a combination of letters, namely:

Sign	Name	Latin Letters	Name
ي & َ	Fath[ah and ya	Ai	A and I
ي & ُ	Fath[ah and wau	Au	A and U

Example:

كَيْفَ : *kaifa*

حَوْلَ : *hauḷa*

C. Maddah

Maddah or long vowels whose symbols are vowels and letters, transliteration in the form of letters and signs, namely:

Harakat and Letters	Name	Letters and Sign	Name
اَ & اِ & اِي	Fath[ah and <i>alif</i> or <i>ya</i>	a>	a and the line above
يَ & يِ	<i>Kasrah</i> and <i>ya</i>	i>	i and the line above
وُ & وِ	D[ammah and <i>wau</i>	u>	u and the line above

Example:

مَاتَ : *mata*

رَامَ : *rama*

قِيلَ : *qila*

يَمُوتُ : *yamutu*

D. Ta' Marbutah

There are two transliterations for *ta' marbutah*, namely *ta'* *marbutah* who live or get the letters *fathah*, *kasrah*, and *d[ammah*, the

transliteration is [t]. While *ta' marbutah* who dies or get a sukun harakat, the transliteration is [h].

If the word ending with *ta' marbutah* is followed by a word that uses the article *al-* and the reading of the word is separate, then *ta' marbutah* is transliterated with [h].

المَدِينَةُ : *al-madinah*

E. Syaddah (Tasydid)

Syaddah or *tasydid* which in the Arabic writing system is denoted by a *tasydid* sign (ّ), in this transliteration it is symbolized by a repetition letters (double consonants) marked with a *syaddah*. Example:

رَبَّنَا : *rabbana*

الْحَقُّ : *al-haqq*

If latter i there is *tasydid* at the end of a word and preceded by the letter *kasrah*, then it is transliterated like the letter *maddah* (i).

Example:

عَلِيٌّ : 'Ali (not 'Aliyy or 'Aly)

عَرَبِيٌّ : 'Arabi (not 'Arabiyy or 'Araby)

F. Sandang Word

Sandang word in the Arabic writing system are denoted by letters (alif lam ma'arifah). In this transliteration guide, the article is transliterated as usual, *al-*, both when is followed by letter *syamsiah* and the letter *qamariah*. The article does not follow the sound of the direct letter that

follows it. The article is written separately from the word that follows it and is connected by a horizontal line (-). Example:

الشَّمْسُ : *al-syamsu* (not *asy-syamsu*)

الزَّلْزَلَةُ : *al-zalزالah* (not *az-zalزالah*)

الفَلْسَفَةُ : *al-falsafah*

الْبِلَادُ : *al-biladu*

G. Hamzah

The rule for transliterating the letter hamzah into an apostrophe (‘) only applies to hamzah which is located in the middle and end of the word. However, if hamzah is at the beginning of a word, it is not symbolized, because in Arabic it is an alif. Example:

تَأْمُرُونَ : *ta’ muruuna*

شَيْءٌ : *syai’un*

أُمِرْتُ : *umirtu*

H. Writing Arabic words commonly used in Indonesian

Transliterated Arabic words, terms or sentences are words, terms or sentences that have not been standardized in Indonesian. Words, terms or sentences that are commonplace and become part of the Indonesian vocabulary, or have often been written in Indonesian writing, are no longer written according to the transliteration method above. For example the word Al-Qur’an (from the Qur’an), *Sunnah*, *specific* and *general*. However, if these words are part of a series of Arabic texts, then they must be transliterated in their entirety. Example:

Fizila al-Qur'an

Al-Sunnah qabl al-tadwin

Al-‘Ibarat bi ‘umum al-lafz bi khusus al-sabab

1. Lafz al-Jalalah

The word Allah which is preceded by a particle such as the letter *jarr* and other letters or is located as a *mudlaf ilaih* (nominal phrase), is transliterated without the letter hamzah. As for the *ta’ marbutah* at the end of the word that is attributed to *al-jalalah*, it is transliterated with the letter [t]. Example:

دِينُ اللَّهِ : *dinullah*

رَحْمَةُ اللَّهِ : *rahmatillah*

2. Capital

Although the Arabic writing system does not recognize capital letters (All Caps), in its transliteration these letters are subject to provisions regarding the use of capital letters based on the applicable Indonesian spelling guidelines (EYD). Capital letters, for example, are used to write the first letter of a personal name is preceded by an article (al-), then what is written in capital letters remains the initial letter of the personal name, not the initial letter of the article. If it is located at the beginning of the sentence, then the letter A of the article uses a capital letter (Al-). The same provisions also apply to the initial letter of the reference title preceded by the article al-, both when it is

written in the text and in the reference notes (CK, DP, CKD, and DR).

Example:

وما محمد إلا رسول	: Wa maâ Muhammadun illâ Rasûl
إن أول بيت وضع للدرس	: Inna Awwala baitin wudli'a linnâsi
شَهْرُ رَمَضَانَ الَّذِي أُنزِلَ فِيهِ الْقُرْآنُ	: 'Syahru Ramadan al-lazliunzila fih al-Qur'an

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ABSTRACT

Sari Rahma Putri, 18220037, **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)**, Thesis, Sharia Economic Law Department, Shariah Faculty, The State Islamic University Maulana Malik Ibrahim Malang, Supervisor Mahbub Ainur Rofiq, M.H.

Keywords: *'Urf*, Cash on Delivery, Payment Rounding

In buying and selling online through the marketplace/e-commerce, there is Cash on Delivery (COD) payment method, which is a payment system made in cash when the product sent to the buyer's place has arrived. In practice, there is a custom where couriers make rounding COD payments with a fairly large nominal without any prior confirmation to the buyer. This is clearly detrimental to the buyer. This research aims to analyze the practice of rounding COD payments based on the perspective of *'urf* and provide alternative solutions to avoid disputes due to rounding done by couriers.

This research includes empirical legal research using a type of approach, namely the legal and conceptual approach. The data sources used are primary data and secondary data, with data collection methods using questionnaires, interviews, and documentation. The data processing method in this research is by editing, classifying, verifying, analyzing and concluding.

The results show that there are two typologies of couriers in rounding COD payments. The first typology is the courier who confirms to the buyer to round the payment. In this case, the buyer is willing / pleased with the rounding of the payment, so that the courier's habit based on the first typology includes *'urf sahih* because it is in accordance with Islamic law. Then, the second typology is a courier who rounds up unilaterally without confirming it first. In this second typology, it is included in *'urf fasid* because there is no element of willingness from both parties as explained in Surah An-Nisa 5:29. Therefore, to avoid disputes between the courier and the buyer over the rounding of COD payments, it is hoped that there will be good faith from both parties in order to achieve the willingness/mutual pleasure of both parties.

ABSTRAK

Sari Rahma Putri, 18220037, **Praktik Pembulatan Pembayaran *Cash on Delivery* (COD) Dalam Perspektif ‘*Urf* (Studi Kasus di Kalangan Mahasiswa HES UIN Malang)**, Skripsi, Program Studi Hukum Ekonomi Syariah, Fakultas Syariah, Universitas Islam Negeri (UIN) Maulana Malik Ibrahim Malang, Pembimbing Mahbub Ainur Rofiq, M.H.

Kata Kunci: ‘*Urf*, *Cash on Delivery*, Pembulatan Pembayaran

Dalam jual beli online melalui *marketplace/e-commerce* terdapat suatu metode pembayaran *Cash on Delivery* (COD), yaitu sistem pembayaran yang dilakukan secara tunai saat produk yang dikirimkan ke tempat pembeli telah sampai. Dalam pelaksanaannya, terdapat suatu kebiasaan di mana kurir membulatkan pembayaran COD dengan nominal yang cukup besar tanpa adanya konfirmasi terlebih dahulu. Hal ini jelas merugikan pihak pembeli. Penelitian ini bertujuan untuk menganalisis praktik pembulatan pembayaran COD berdasarkan perspektif ‘*urf* dan memberikan alternatif solusi untuk menghindari terjadinya perselisihan akibat pembulatan yang diambil oleh kurir.

Penelitian ini termasuk penelitian hukum empiris dengan menggunakan jenis pendekatan yaitu pendekatan undang-undang dan konseptual. Adapun sumber data yang digunakan berupa data primer dan data sekunder, dengan metode pengumpulan data menggunakan kuesioner, wawancara, dan dokumentasi. Metode pengolahan data dalam penelitian ini dengan cara *editing, classifying, verifying, analyzing* dan *concluding*.

Hasil penelitian menunjukkan terdapat dua tipologi kurir dalam membulatkan pembayaran COD. Tipologi pertama adalah kurir yang mengkonfirmasi kepada pembeli untuk membulatkan pembayaran. Dalam hal ini pembeli rela/ridho atas pembulatan pembayaran tersebut, sehingga kebiasaan kurir berdasarkan tipologi pertama termasuk ‘*urf sah* karena sesuai dengan syariat Islam. Kemudian, tipologi yang kedua adalah kurir yang melakukan pembulatan secara sepihak tanpa melakukan konfirmasi terlebih dahulu. Pada tipologi kedua ini termasuk kedalam ‘*urf fasid* karena tidak adanya unsur kerelaan dari kedua belah pihak sebagaimana dijelaskan dalam QS. An-Nisa 5:29. Oleh karena itu, untuk menghindari adanya perselisihan antara kurir dengan pembeli atas adanya pembulatan pembayaran COD, diharapkan adanya itikad baik dari kedua belah pihak demi tercapainya kerelaan/saling ridho dari kedua belah pihak.

ملخص البحث

ساري رحمة بوتري ، 18220037 ، ممارسة تقريب المدفوعات *Cash on Delivery (COD)* عند العرف (دراسة حالة بين الطلاب من قسم قانون الإقتصادي الإسلامي جامعة مولنا مالك إبراهيم الإسلامية الحكومية بمالانج) بحث جامعي بقسم القانون الإقتصادي الإسلامي في كلية الشريعة بجامعة مولانا مالك إبراهيم الإسلامية الحكومية بمالانج
المشرف: محبوب عين الراق الماجستير

الكلمات الرئيسية: العرف, *Cash on Delivery (COD)*، تقريب المدفوعات

في البيع والشراء عبر الإنترنت من خلال *marketplace/e-commerce*، توجد طرق الدفع *Cash on Delivery (COD)*، وهو نظام دفع نقدًا عند وصول المنتج إلى المشتري. من الناحية العملية، هناك عرف حيث يقوم السعاة بتدوير دفعة *Cash on Delivery (COD)* بقيمة كبيرة إلى حد ما دون تأكيد مسبق للمشتري. من الواضح أن هذا يضر بالمشتري. تهدف هذه الدراسة إلى التحليل ممارسة تقريب مدفوعات *Cash on Delivery (COD)* بناءً عند العرف وتقديم حلول بديلة لتجنب النزاعات بسبب التقريب الذي يتخذ من قبل السعاة.

يشمل هذا البحث بحث القانون التجريبي باستخدام النوع من النهج هو نهج قانوني ومفاهيمي. ومصادر البيانات المستخدمة هي البيانات الأولية والبيانات الثانوية، مع طرق جمع البيانات باستخدام الاستبيانات والمقابلات والتوثيق. طرق معالجة البيانات في البحث بالتحليل والتصنيف والتحقق والتحليل والاستنتاج.

تظهر النتائج أن هناك نوعين من أنواع السعاة في تقريب مدفوعات *Cash on Delivery (COD)*. النوع الأول هو ساعي يؤكد للمشتري إنهاء الدفعة. في هذه الحالة، يكون المشتري مستعدًا / مسرورًا لتقريب الدفعة، بحيث تتضمن عادة الناقل القائمة على التصنيف الأول في "العرف الصحيح" لأنه يتوافق مع الشريعة الإسلامية. ثم، التصنيف الثاني هو السعاة الذين يدورون من جانب واحد دون تأكيد مسبق. في التصنيف الثاني يتم تضمين هذا في "العرف الصحيح" لأنه عدم وجود عنصر تطوعي من كلا الطرفين كما هو موضح في السورة النساء عدد ٢٩ من القرآن الكريم. لذلك، لتجنب الخلافات بين الناقل والمشتري حول تقريب مدفوعات *Cash on Delivery (COD)*، من المتوقع أن يكون هناك حسن نية من كلا الطرفين من أجل تحقيق الرغبة / الموافقة المتبادلة لكلا الطرفين.

CHAPTER I

INTRODUCTION

A. Research Background

Humans in carrying out their daily lives have various needs that must be met. These needs include primary needs, namely clothing, food and shelter, secondary needs and tertiary needs. To be able to meet these needs, humans cannot be separated from each other, they need each other. Therefore, humans are also called social creatures.

In Islam the relationship between humans and each other to meet daily needs is termed muamalah.¹ 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 means of *ijab qabul* which results in the transfer of ownership.² Assets that can be bought and sold are assets that can be taken advantage of. In the Qur'an surah al-Baqarah 2: 275 and surah an-Nisa' 5: 29 mentions the law of buying and selling, namely as follows:

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

But Allah has permitted trade and has forbidden interest. (Surah al-Baqarah, 2: 275).

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

² Harun, *Fiqh Muamalah*, 66.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ

O you who have believed, do not consume one another's wealth unjustly but only (in lawful) business by mutual consent. (Surah an-Nisa', 5: 29).

From the two verses above it is explained that Allah SWT. explicitly and clearly allow and justify buying and selling on the basis of consensual (willingness) between the two parties. In meeting the needs of our daily lives, especially when we want to use or own other people's property, we must go through the right way (not vanity), namely through trade.

A buying and selling can be said to be valid and binding on both parties if the pillars and conditions of the buying and selling have been fulfilled, so that each party (the seller and the buyer) cannot cancel it unless otherwise required.³ The pillars in buying and selling include the seller and the buyer, the object of the sale is the goods being traded, price or money, and *ijab qabul*.

Along with the passage of time and the rapid development of information technology, it 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 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,

³ Harun, *Fiqh Muamalah*, 71.

people can easily fulfill their daily needs without having to leave the house.

The term marketplace is a way of doing business that utilizes a website or online application as a store that accommodates traders to be able to interact with buyers through internet facilities.⁴ The concept marketplace is almost same as e-commerce in that both are digital businesses that use internet facilities, the difference between the two is that e-commerce runs on one store that sells its own products, while marketplace is an application where several stores that sell various kinds of products of human needs.⁵ These products are equipped with specifications, prices, methods of payment and delivery.

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, and digital and wireless check payment systems.⁶ 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.⁷ So that those who do not have a bank account or credit

⁴ Aselina Endang Trihastuti, *Manajemen Pemasaran Plus++*, (Yogyakarta: Deepublish, 2021), 122.

⁵ Trihastuti, *Manajemen Pemasaran Plus++*, 125.

⁶ Kenneth C. Laudon, and Carol Guercio Traver, *E-Commerce: Business, Thecnology, Society*, (Boston: Prentice Hall, 2009).

⁷ 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>

card can still make buying and selling transactions on e-commerce or marketplaces using the Cash on Delivery (COD) payment system.

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. Then after the payment is completed, the courier delivers the package to the buyer. However, there is a phenomenon that occurs in the community, where the courier carries out the practice of rounding prices in payments through Cash on Delivery (COD).

For example is what happened to HES UIN Malang students who ordered an item in one of the marketplaces payment method Cash on Delivery , 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. 5,616.⁸ In other cases the buyer orders an item in which the package states the price to be paid by the buyer is Rp. 5,099 but the courier asked for a payment of Rp. 5,500 and does not give the change back to the buyer.⁹

In addition, of the 25 respondents who participated in this study, namely active students in Sharia Economic Law Department at UIN Malang batch 2018, 23 of them had experienced the practice of Cash on Delivery (COD) payment rounding and 11 of them did not agree with this practice. If seen from the number of cases experienced by respondents, it

⁸ Hanifatus Sasmita, interview, (Malang, January 22nd, 2022).

⁹ Veny Widayanti, interview, (Malang, January 22nd, 2022).

can be said that this is a habit that often occurs in the 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*'.¹⁰ There are various kind of '*urf*', one which is seen from the aspect of quality, 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*'.¹¹

In other studies, there are also similar cases that discuss the rounding of change money, such as in Lina Khalida's research on the thesis of IAIN Padangsidempuan entitled "Pembulatan Uang Sisa di Toko Ita Siregar Kecamatan Padangsidempuan Utara Kota Padangsidempuan ditinjau dari Fiqh Muamalah". In this study, it was found that the implementation of the pillars and terms of buying and selling with the practice of rounding up the change money at the Ita Siregar Shop was in accordance with Fiqh Muamalah, but when viewed from the principle of willingness and transparency it was not in accordance with Fiqh Muamalah because there was still an element of coercion in it.

Therefore, from the description of the case of the habit of Cash on Delivery (COD) payment rounding above, the researcher is interested in further researching the case by using the legal review of '*urf*'. In this study,

¹⁰ Sapiudin Shidiq, *Ushul Fiqh*, (Jakarta: Kencana, 2017), 98.

¹¹ Nasrun Haroen, *Ushul Fiqh 1*, (Jakarta: Logos Wacana Imu, 1997), 140-141.

the researcher took the title, **“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)”**.

B. Statement of Problem

1. How is the *urf* analysis in the practice of Cash on Delivery (COD) payment rounding that occur among HES UIN Malang students?
2. What are the alternative solutions that can be taken for the practice of Cash on Delivery (COD) payment rounding that occur among HES UIN Malang students?

C. Objective of Research

Based on the statement of the problem that has been taken by the researchers above, the objectives of this research are:

1. To find out the analysis of *urf* in the practice of Cash on Delivery (COD) payment rounding that occur among HES UIN Malang students.
2. To find out alternative solutions that can be taken for the practice of Cash on Delivery (COD) payment rounding that occur among HES UIN Malang students.

D. Benefit of Research

1. Theoretical Benefits

The results of this study are expected to contribute to adding insight and knowledge for writers and readers in the field of legal research, both in the field of Islamic law and positive law, and can be used as reference material or references for further research.

2. Practical Benefits

The results of this study are expected to be used as input and consideration for couriers and the public who will use the Cash on Delivery (COD) payment system.

E. Operational Definition

In order to avoid errors and misunderstandings in reading and understanding this research, the writer needs to explain some of the terms related to the title of this research, namely “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)”. These terms include the following:

1. Payment Rounding

Payment rounding is a process of rounding up the payment value of an item ordered by a consumer from an e-commerce or marketplace.

2. Cash on Delivery (COD)

Cash on Delivery is a payment method that is made in cash and directly when the order reaches the consumer.

3. *Urf*

Urf is something that is already known to the public and has become a tradition or habit that is often practiced among them.

F. Structure of Discussion

So that the discussion of this research can be well structured and more focused, the systematic discussion is:

Chapter I Introduction consists of research background, statement of problem, objective of research, benefit of research, operational definition, and structure of discussion.

Chapter II This literature review contains previous research and theoretical frameworks related to the research theme. The theory that will be used to analyze the data is the theory of the habit of Cash on Delivery (COD) payment rounding.

Chapter III Method of Research include the type of research, research approach, data sources, techniques of data sources collection, and data analysis.

Chapter IV Research Result and Discussion, contains the presentation of research results and discussions based on the statement of problem which includes: (1) How is the *urf* analysis in the practice of Cash on Delivery (COD) payment

rounding that occur among HES UIN Malang students?

(2) What are the alternative solutions that can be taken for the practice of Cash on Delivery (COD) payment rounding that occur among HES UIN Malang students?

Chapter V Closing, contains conclusions and suggestions. In this chapter, the author explains the conclusions from the presentation of the discussion of the research findings in accordance with the statement of problem raised.

CHAPTER II

LITERATUR REVIEW

A. Previous Research

Previous research is previous research that has the same type but not entirely in common, there are several parts that are different from previous research. The purpose of this previous research is to ensure that there is a novelty aspect of the research conducted compared to previous research. The following are previous studies that were taken by the author as consideration in this study, including:

1. Lina Khalida's research, the thesis of the Padangsidempuan State Islamic Institute in 2021 entitled "Pembulatan Uang Sisa di Toko Ita Siregar Kecamatan Padangsidempuan Utara Kota Padangsidempuan ditinjau dari Fiqh Muamalah". This research is motivated by the existence of an element of coercion by the buyer for unilateral actions in rounding up the remaining money made by the shop owner. In this study, the researcher wanted to find out how the form of refunding the remaining money with a small nominal occurred at the Ita Siregar Store, Padangsidempuan District and how the Fiqh Muamalah review of the practice of rounding up the remaining money that occurred in the store. From the results of the study, it is known that the implementation of the pillars and terms of buying and selling with the practice of rounding up the remaining money at the Ita Siregar Shop is

in accordance with Fiqh Muamalah, but if viewed from the principles of willingness and transparency when transacting it is not in accordance with Fiqh Muamalah because in practice there is still an element of coercion. The reason behind the rounding up of the remaining money at the Ita Siregar shop is that there is no change with a small nominal value. In addition, to facilitate transactions by speeding up queues and as a means of giving alms.

2. Research by Muhammad Satria and Humaira, Student Scientific Journal of Civil Law at Syiah Kuala University Volume 4 Number 4 of 2020 entitled “Perlindungan Konsumen Terhadap Praktik Pembulatan Harga Bahan Bakar Minyak (BBM) di Kecamatan Syiah Kuala”. This research is motivated by frequent rounding of change prices which is carried out unilaterally by the gas station in Syiah Kuala District when filling fuel oil (BBM) in full. The purpose of this article is to explain how the practice of rounding the price of fuel oil (BBM) in Syiah Kuala Sub-district, explain how consumer protection and the responsibility of the gas station party for the practice of rounding prices. His research uses empirical juridical methods by combining data from secondary legal materials with primary legal data. The results of the study indicate 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.

3. Maulida Khasanah's research, the thesis of the State Islamic University of Sunan Ampel Surabaya in 2016 entitled "Studi Komparasi Hukum Islam dan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen Terhadap Pembulatan Harga Jual Pada Transaksi Jual Beli Bahan Bakar Minyak (BBM) di Stasiun Pengisian Bahan Bakar Umum (SPBU) Pertamina Gresik". This study takes the formulation of the problem, namely, how to analyze Islamic law on the rounding of selling prices in fuel sales and purchase transactions at Pertamina Gresik gas stations, how according to Law Number 8 of 1999 concerning Consumer Protection against the rounding of prices, and how is the comparative study of Islamic law and Law Number 8 of 1999 concerning Consumer Protection against the rounding of prices. His research is oriented towards empirical/field data collection, with analysis using an inductive mindset to draw a conclusion. From the results of the study, it is known that there are deviations from Islamic law from the rounding of the selling price of the sale and purchase of fuel at the Pertamina Gresik gas station because some consumers feel disadvantaged. However, this can be allowed in Islam if there is an element of willingness from consumers considering that the circulation of loose change is starting to disappear, replaced by paper money. Meanwhile, according to Law Number 8 of 1999, business actors can

be subject to sanctions in accordance with Article 61 paragraph (1) if the business actor violates the provisions of Article 8 of the Consumer Protection Law, especially regarding the rounding of selling prices, namely in article 8 letter (c) not in accordance with the size, measure, scale and amount in terms of actual size.

4. Research by Ahmad Zainur Rosid (14220031), thesis at the State Islamic University of Maulana Malik Ibrahim Malang in 2018 entitled “Praktik Pembulatan Timbangan Pada Jasa Usaha Laundry Tinjauan Hukum Gharar (Studi di Kelurahan Merjosari Kecamatan Lowokwaru Kota Malang)”. This study takes the formulation of the problem, namely, how is the practice of rounding the scales in laundry services in Merjosari Village, Lowokwaru District, Malang City and how the gharar law reviews the practice of rounding the scales. This type of research is empirical research or field research with a descriptive qualitative approach. Data collection methods are interviews and documentation, then analyzed by descriptive analysis method. The results of this study indicate that the laundry service business actors in Merjosari Village carry out the practice of rounding the scales by rounding up so that customers feel disadvantaged. Then in that case there is an unclear fallow the scales so that it creates an element of gharar.
5. Research by Muhajir and Muhammad Agus Galih Wicaksono, *Ulumuddin: Journal of Islamic Sciences* Volume 11 Number 2 of 2021

with the title “Analisis Hukum Islam Terhadap Pembulatan Tarif Layanan Jasa Transportasi Kopada Taksi di Purworejo”. This study uses a type of field research with a qualitative descriptive approach and then analyzed with an inductive mindset. The background of this research is the practice of rounding off taxi fares by drivers when passengers use taxis with a distance of less than 5 km. The results of the study concluded 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.

Some of the studies above are closely related to this research, namely regarding the practice of rounding up both in the field of business or services based on Islamic law and positive law, it's just that this research has a different object of research, namely the practice of Cash on Delivery (COD) payments rounding which is then analyzed based on perspective *'urf*.

From the previous research, it can be made a table of differences and similarities between existing research and the research that will be studied by the author. The following is a table of the differences and similarities:

Table 2. 1

Differences and Similarities with Previous Research

No	Research Title	Name of Researcher	Similarities	Differences
1.	<i>“Pembulatan Uang Sisa di Toko Ita Siregar Kecamatan Padangsidimpuan Utara Kota Padangsidimpuan Ditinjau dari Fiqih Muamalah”</i>	Lina Khalida. State Islamic Institute of Padangsidimpuan. 2021	In this study, empirical research (field) is used, and both explain the rounding of the remaining payment.	In the research that I will examine, I do not analyze the practice of rounding up residual money from the Fiqh Muamalah side, but rather analyze the rounding of Cash on Delivery (COD) payments from the perspective of <i>'urf</i> .
2.	<i>“Perlindungan Konsumen Terhadap Praktik Pembulatan Harga Bahan Bakar Minyak</i>	Muhammad Satria dan Humaira. Student Scientific Journal of Civil Law at	This study uses empirical research methods by combining primary and secondary data	In the research that I will examine, I will use the perspective of <i>'urf</i> , while in this study use

No	Research Title	Name of Researcher	Similarities	Differences
	<i>(BBM) di Kecamatan Syiah Kuala”</i>	Syiah Kuala University. 2020	to analyze prices related to rounding.	a review of Law Number 8 of 1999 concerning Consumer Protection and Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Service Tariffs.
3.	<i>“Studi Komparasi Hukum Islam dan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen Terhadap Pembulatan</i>	Maulida Khasanah. State Islamic University of Sunan Ampel Surabaya. 2016	His research is both oriented towards empirical/field data collection, with a background on the issue of price rounding.	In this study, the focus of the research is the rounding of the selling price on the sale and purchase of fuel at the Gresik gas station in terms of

No	Research Title	Name of Researcher	Similarities	Differences
	<i>Harga Jual Pada Transaksi Jual Beli Bahan Bakar Minyak (BBM) di Stasiun Pengisian Bahan Bakar Umum (SPBU) Pertamina Gresik”</i>			Islamic Law and Law Number 8 of 1999 concerning Consumer Protection. While the problem in my research discusses rounding in payments with a Cash on Delivery (COD) system from the perspective of 'urf.
4.	<i>“Praktik Pembulatan Timbangan Pada Jasa Usaha Laundry Tinjauan Hukum Gharar (Studi</i>	Ahmad Zainur Rosid. State Islamic University of Maulana Malik Ibrahim Malang. 2018	Use the type of empirical research and discuss price rounding in service sector.	The difference between this research and the research that I will examine is from the problem where the problem I

No	Research Title	Name of Researcher	Similarities	Differences
	<i>di Kelurahan Merjosari” Kecamatan Lowokwaru Kota Malang.</i>			take is related to the rounding of Cash on Delivery (COD) payments. In addition, in this study, it is analyzed from a legal review of <i>gharar</i> , while in my research it is analyzed from a review of <i>urf</i> .
5.	<i>“Analisis Hukum Islam Terhadap Pembulatan Tarif Layanan Jasa Transportasi Kopada Taksi di Purworejo”</i>	Muhajir dan Muhammad Agus Galih Wicaksono. Ulumuddin: Journal of Islamic Sciences. 2021	This research uses a type of field research. This study also discusses rounding prices in service sector.	Research focus in this research is the rounding off of rates for taxi transportation services in Purworejo which is then analyzed from

No	Research Title	Name of Researcher	Similarities	Differences
				the side of Islamic law, namely <i>ijarah</i> , while in my research the focus of research is the rounding of Cash on Delivery (COD) payments with an analysis using the perspective of <i>'urf</i> .

B. Theoretical Framework

1. *'Urf*

a. Definition *'Urf*

The word *'urf* comes from Arabic which is masdar from the word عُرْفًا، يَعْرِفُ، عَرَفَ which means something known. The word *'urf* is more inclined to quality (good and bad) so that it is recognized and known by many people. While the word *adat* which also comes from Arabic has the meaning of repeating an event but regardless of the

good and bad judgment (neutral).¹² So that something that is only done once cannot be considered as a *adat*.¹³

The principle between *adat* dan '*urf*' is the same, namely both refer to events that are repeated many times so that they are recognized and known by many people. Meanwhile, according to the term, Abu Zahrah defines *adat* as "Something that has become a human habit in their association and is established and inherent in their affairs".¹⁴

The '*urf*' according to *ushul fiqh* scholars are:

عَادَةُ جُمْهُورٍ قَوْمٍ فِي قَوْلٍ أَوْ فِعْلٍ

The habits of the majority of people are good in word or deed.

Based on this definition, Mustafa Ahmad al-Zarqa' said that '*urf*' is part of *adat* because *adat* is more general than '*urf*'. An '*urf*' according to him must apply to most people in a certain area, not to a particular individual or group and '*urf*' is not a natural habit as is true in most customs, but emerges from a thought and experience.¹⁵

b. Types of '*Urf*'

There are various types of '*urf*' which are divided into several aspects, including the following:¹⁶

- 1) Judging from the source: '*Urf Lafzi*' is the habit of people in using certain pronunciations or expressions in expressing something, so

¹² Shidiq, *Ushul Fiqh*, 98.

¹³ Amir Syarifuddin, *Ushul Fiqih Jilid 2*, (Jakarta: Kencana, 2011), 387.

¹⁴ Shidiq, *Ushul Fiqh*, 99.

¹⁵ Haroen, *Ushul Fiqh 1*, 138.

¹⁶ Haroen, *Ushul Fiqh 1*, 139-141.

that meaning is understood by the community. For example, the mention of “meat” which means beef, even though the word “meat” includes all existing meat. *‘Urf Amali* namely the habits of society related to actions. For example, the habit of working off on Sundays.

- 2) Judging from its scope: General *‘Urf* is a custom that has generally applied everywhere in almost all corners of the world regardless of country, nation and religion. For example, the prevailing custom in aviation is that the weight of the luggage for each passenger on the plane is 20 kilograms. Specific *‘Urf* is a habit that is carried out by a group of people at a certain time or place. For example, the habit of determining the warranty period for certain goods.
- 3) Judging from the quality: *‘Urf Şahih* is a habit that applies in the midst of society that does not conflict with the *nash* (Al-Qur'an or hadith), does not eliminate their benefit and does not bring harm to them. For example, during the engagement the man gives a gift to the woman and this gift is not considered a dowry. *‘Urf Fasid* is a habit that is contrary to the postulates of *syara'* and the basic rules that exist in *syara'*. For example, the prevailing custom among traders in justifying usury, such as borrowing money between fellow traders at 10% interest. Another example is bribery or giving money to judges to win their cases.

'*Urf ṣahih* can be used as a source of law formation. An example is *kafalah* (conformity) in marriage between a prospective husband and wife. Therefore, the fiqh scholars say that adat is a shari'a which is confirmed as law. Meanwhile, '*urf* which is *fasid* (damaged) should not be maintained because it is contrary to *syara*' law.

c. Proof of '*Urf*

The scholars of ushul fiqh agree that '*urf ṣahih*, is '*urf* which does not conflict with the *syara*', be it general '*urf* and specific '*urf* as well as '*urf lafẓi* and '*urf amali*, can be used as evidence in establishing sharia law. However, among them there are differences of opinion in terms of the intensity of its use as a proposition. Hanafiyyah and Malikiyyah scholars are the ones who use '*urf* as a proposition, compared to the Shafi'iyyah and Hanabilah scholars.

According to Imam al-Qarafi (expert of Maliki fiqh), a mujtahid in establishing the law must first examine the prevailing customs in the local community, so that the established law does not conflict or eliminate the benefits that concern the community.¹⁷

¹⁷ Nasrun Haroen, *Ushul Fiqh 1*, 142.

As 'urf as a *syara'* argument, it is based on the following arguments:

- 1) The Word of Allah SWT. in surah al-A'raf (7): 199

خُذِ الْعَفْوَ وَأْمُرْ بِالْعُرْفِ وَأَعْرِضْ عَنِ الْجَاهِلِينَ

Take what is given freely, enjoin what is good, and turn away from the ignorant.

The verse above explains that Muslims are ordered to do what is *ma'ruf* or good. Meanwhile, what is called *ma'ruf* is what is considered by Muslims as goodness, done repeatedly, and does not conflict with true human nature, and which is guided by general principles of Islamic teachings.

- 2) Abdullah bin Mas'ud's words:

فَمَرَأَةٌ الْمُسْلِمُونَ حَسَنًا فَهُوَ عِنْدَ اللَّهِ حَسَنٌ وَ مَرَأَةٌ الْمُسْلِمُونَ سَيِّئًا فَهُوَ عِنْدَ اللَّهِ سَيِّئٌ

“Something that is considered good by Muslims is good in the sight of Allah, and something that they consider bad is bad in the sight of Allah”.

Abdullah bin Mas'ud's expression above shows 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.¹⁸

For this reason, the scholars of ushul fiqh formulated several rules related to 'urf including:

العَادَةُ مُحَكَّمَةٌ

Customs can be established as law.

لَا يُنْكَرُ تَغْيِيرُ الْأَحْكَامِ بِتَغْيِيرِ الْأَزْمَنِ وَالْأَمْكَانَةِ

There is no denying that changes in law are caused by changes in times and places.

الْمَعْرُوفُ عُرْفًا كَالْمَشْرُوطِ شَرْطًا

What is good becomes 'urf, as required it becomes a condition.

الثَّابِتُ بِالْعُرْفِ كَالثَّابِتِ بِالنَّصِّ

What is determined through 'urf is the same as that determined through the texts (verses and or hadith).

Ushul fiqh scholars also agree that laws based on 'urf can change according to changes in society at certain times and places.¹⁹

d. Terms of 'Urf

Law based on 'urf can change according to changing times.

The fuqaha said “Disputes are caused by changes in time not disputes

¹⁸ Abd. Rahman Dahlan, *Ushul Fiqh*, (Jakarta: Amzah, 2010), 212-213.

¹⁹ Haroen, *Ushul Fiqh 1*, 143.

between evidence and evidence”.²⁰ Therefore, there are several conditions in using *'urf* to establish law, namely as follows:²¹

- 1) *'Urf* is both specific and general in nature as well as actions and speech, applies in general. This means that *'urf* applies in the majority of cases that occur in the community and its application is adopted by the majority of the community.
- 2) *'Urf* has become public when the problem to be determined by law arises. This means that *'urf* that will be used as a legal backing first exists before the case where the law will be determined.

لَا عِبْرَةَ لِلْعُرْفِ الطَّارِئِ

'Urf who came later could not be used as a legal basis for cases that have been long.²²

- 3) *'Urf* it does not conflict with what is clearly expressed in a transaction. That is, in a transaction if both parties have clearly determined the things that must be done, for example in buying a refrigerator, it is clearly agreed by the seller and the buyer that the refrigerator will be brought by the buyer to his house. Even though *'urf* determines that the refrigerator will be delivered by the merchant to the buyer's house, but because in the contract they

²⁰ Shidiq, *Ushul Fiqh*, 102.

²¹ Musthafa Ahmad al-Zarqa', *al-Madkhal 'ala al-Fiqhi al-'Am Jilid II*, (Beirut: Dar al-Fikr, 1968), 873.

²² Zainal 'Abidin ibn Ibrahim ibn Nujaim, *al-Asybah wa al-Nazha'ir 'ala Madzhab Abi Hanifah al-Nu'man*, (Mesir: Mu'assasah al-Halawi wa Syurakah, 1968), 133.

have clearly agreed that the buyer will bring the refrigerator himself, the *'urf* is no longer valid.

- 4) *'Urf* does not conflict with the *text*, thus causing the law contained in the *text* can not be applied. *'Urf* like this cannot be used as a *syara'* argument because the validity of *'urf* can only be accepted if there is no *text* that regulates the law of the matter.

From the description above, it can be concluded that *'urf* can be used as a proposition in imposing the law. However, *'urf* is not a source of law that can stand alone, it must have a backing or support, either in the form of *ijma'* or *maslahat*.²³ *'Urf* that applies in society means that it has been well received by the community for a long time. If this is recognized, accepted, and practiced by the scholars, it means indirectly that *ijma'* even though it is in the form of *ijma' sukuti*.²⁴

2. Payment

a. Definition of Payment

Payments are generally defined as the transfer of a sum of money from the payer to the recipient. 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.²⁵

²³ Syarifuddin, *Ushul Fiqih Jilid 2*, 402.

²⁴ Firdaus, *Ushul Fiqh Metode Mengkaji dan Memahami Hukum Islam Secara Komprehensif*, (Surabaya: Zikrul Hakim, 2004), 107.

²⁵ Malayu S.P. Hasibuan, *Manajemen Sumber Daya Manusia*, (Jakarta: PT Bumi Aksara, 2010), 117.

Based on Article 1382 of the Civil Code in Chapter IV Part One concerning payments, it is stated that: *“Tiap-tiap perikatan dapat dipenuhi oleh siapa saja yang berkepentingan, seperti seorang yang turut berutang atau seorang penanggung utang. Suatu perikatan bahkan dapat dipenuhi juga oleh seorang pihak ketiga, yang tidak mempunyai kepentingan, asal saja orang pihak ketiga itu bertindak atas nama dan untuk melunasi utangnya si berutang, atau, jika ia bertindak atas namanya sendiri, asal ia tidak menggantikan hak-hak si berpiutang”*.

b. Payment System

A payment can not just happen, but there is a system that regulates the payment or commonly referred to as a payment system. In Law Number 23 of 1999 concerning Bank Indonesia Article 1 number (6) explains that *“Sistem pembayaran adalah suatu sistem yang mencakup seperangkat aturan, lembaga dan mekanisme, yang digunakan untuk melaksanakan pemindahan dana guna memenuhi suatu kewajiban yang timbul dari suatu kegiatan ekonomi”*.

Payment systems are divided into two, namely cash and non-cash payment systems. The cash payment system uses currency (paper or metal) as a means of payment, while the non-cash payment system uses payment instruments such as credit cards, cheques, demand deposits, and electronic money.

c. Rounding Payments

Rounding is the practice of shortening existing information by adjusting numbers either up or down. Usually determined by the sum of the numbers, closer to the top or bottom.²⁶

Payment rounding is a process of rounding up the payment value of an item ordered by a buyer from a marketplace or e-commerce. From the original value to be paid was Rp. 54.384 then rounded up to Rp. 55.000, or rounded down to Rp. 54.000.

In calculations, there are uncertain values due to errors that can be ignored but cannot be avoided due to measurements or calculations by different people. This error value can affect the calculation so that it should be minimized as much as possible, or it will cause the calculation results to be inaccurate and confusing.

The following is an explanation regarding the rounding rules:

- 1) If the number behind is less than 5 (0, 1, 2, 3, 4), then the number approached will not change (rounding down). For example, 2.150.384 is rounded up to 2.150.000.
- 2) If the number behind is more than 5 (5, 6, 7, 8, 9), then the number being approached will be increased by one (rounding up). For example, 2.154.875 is rounded up to 2.155.000.

²⁶ Tokopedia Team, "Pembulatan", *Tokopedia*, accessed April 13rd 2022, <https://kamus.tokopedia.com/p/pembulatan/>

In the Regulation of the Minister of Trade Number 35/M-DAG/PER/7/2013 concerning Inclusion of Prices of Traded Goods and Services Tariffs, in article 6 paragraph (3) it is stated 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*”.

From the description above, it can be seen that business actors can round up prices if there are nominal rupiah denominations that are not circulating, and then the rounding is informed to the buyer at the time of the payment transaction.

3. Cash on Delivery (COD)

a. Definition of Cash on Delivery (COD)

Cash on Delivery (COD) is defined as a payment method that is made directly on the spot after the order from the courier is received by the buyer.²⁷

According to Mohanad Halaweh, Cash on Delivery (COD) is a payment method that allows customers to make cash payments when the product is delivered to their home or to a location of their choosing.

²⁷ Shopee Team, “Apa itu Pembayaran COD (Bayar di Tempat)”, *Shopee*, accessed April 8th 2022, [https://help.shopee.co.id/portal/article/72650-\[Bayar-di-Tempat\]-Apa-itu-pembayaran-COD-\(Bayar-di-Tempat\)?previousPage=secondary%20category](https://help.shopee.co.id/portal/article/72650-[Bayar-di-Tempat]-Apa-itu-pembayaran-COD-(Bayar-di-Tempat)?previousPage=secondary%20category)

This is also known as the “post payment” system because the customer receives the goods before making the payment.²⁸

Cash on Delivery (COD) according to Cheijina & Olamide is a payment approach in which the customer chooses to pay for the purchased product after it has been delivered. Therefore, the customer has to pay for the product only after receiving it at the doorstep.²⁹

Based on the opinions of the experts above, it can be concluded that Cash on Delivery (COD) is a payment system made in cash when the products sent to their place have arrived. 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.³⁰

b. Types of Cash on Delivery (COD)

Cash on Delivery (COD) payments are divided into two ways, namely:

- 1) Cash on Delivery (COD) by paying to the seller directly. The seller and the buyer determine the agreed place to transact so that the buyer can check the condition of the product according

²⁸ 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.

²⁹ Chike C. Chiejina, 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/f9d069f2b63ccb6cd46afba455bdb30c8a40603f>

³⁰ 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>

to the seller's description and the seller can receive payment directly.

2) Cash on Delivery (COD) via courier/delivery service. Seller and the buyer agree to use a courier/delivery service to send the product from the seller and the buyer pays the money for the purchase of the item via a courier/delivery service.³¹ This study will discuss the payment of Cash on Delivery (COD) via courier/delivery service.

c. Advantages and Disadvantages Cash on Delivery (COD)

There are several advantages for buyers and sellers in Cash on Delivery (COD) transactions, including:

- 1) For buyers, the advantage of using the COD payment method is the security guarantee that is obtained where buyers do not have to worry about fraudulent goods not being sent by the seller. In addition, with the COD payment method, it is also very easy when the buyer does not have a balance in the account or does not have time to go to the relevant bank/merchant to make payments.
- 2) For sellers, the advantage of the COD payment method is that it can bring in more buyers and can increase the trust of buyers because they don't have to worry about fraud.

Although it has many advantages when using the Cash on Delivery (COD) payment method, this payment method is still

³¹ Muhammad Rizqi Romdhon, *Jual Beli Online Menurut Madzhab Asy-Syafi'I*, (Tasikmalaya: Pustaka Cipasung, 2015), 101.

inseparable from various shortcomings from both the buyer and seller side, including:

- 1) From the buyer's point of view, the drawback of using this payment method is the frequent rounding of payments made by couriers which sometimes harms the buyer because of the amount of rounding taken.
- 2) From the seller's perspective, the COD payment method causes cashflow to be slower because new income is obtained after the transaction is complete. In addition, the seller must also be prepared in the event of a unilateral cancellation by the buyer and the limited and uneven area coverage in all areas causes the ease of COD not being felt by all potential buyers.

CHAPTER III

METHOD OF RESEARCH

A. Type of Research

Type of research used in this research is empirical legal research. Empirical legal research is legal research whose data is obtained from primary data sources³², where in this research by distributing questionnaires to respondents or resources who are competent in their fields to provide information related to the problem. In this study, the respondents or resources were several active students of Sharia Economic Law Department (HES) batch 2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year.

B. Research Approach

In this study using a statutory approach with examining all laws and regulations related to the legal issue being studied, so that it can be seen whether there is consistency and conformity between one law and another.³³ In addition, researchers also use a conceptual approach that comes from the views and doctrines that develop in the science of law.³⁴

C. Research Subjects

In this study, the researchers determined that the research subjects were active students of Sharia Economic Law Department (HES) batch

³² Soejono dan Abdurrahman, *Metode Penelitian: Suatu Pemikiran dan Penerapan*, (Jakarta: Rineka Cipta, 2005), 56.

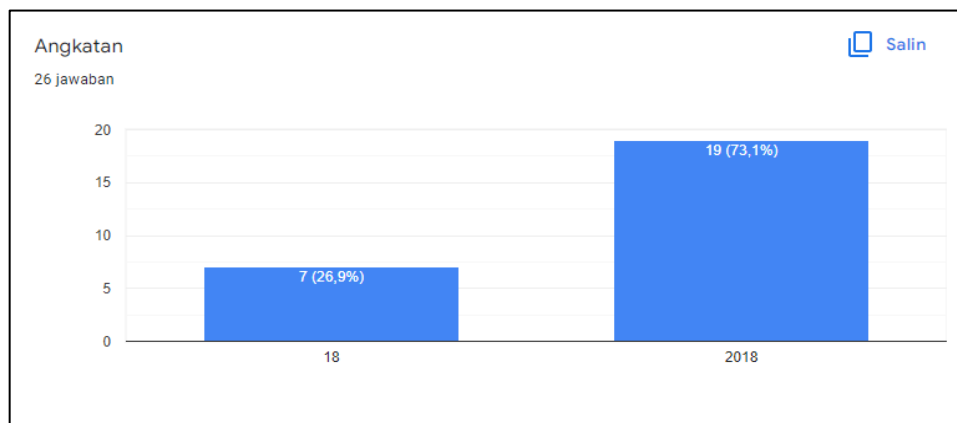
³³ Peter Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi*, (Jakarta: Kencana, 2017), 133.

³⁴ Marzuki, *Penelitian Hukum: Edisi Revisi*, 135.

2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year who had made online buying and selling transactions using the Cash on Delivery (COD) payment method. Where from 178 students there were 26 samples collected. The following is a chart of the number of respondents who participated in this study:

Chart 3.1

Number of Respondents



However, of the 26 samples collected, which will be used as samples in this study only 25 samples because there is one sample that does not meet the criteria set by the researcher, where the respondent has never shopped online using the Cash on Delivery (COD) payment method.

In the sampling, each element must have the same opportunity to be sampled.³⁵ According to Gay and Diehl (1992), generally the number of respondents who can be accepted for a study depends on the type of research used. For descriptive research, the minimum sample is 10% of the

³⁵ Zainuddin Ali, *Metode Penelitian Hukum*, (Jakarta: Sinar Grafika, 2009), 99.

population, for correlational research the minimum sample is 30 subjects, then for experimental research the minimum sample is 15 subjects per group.³⁶ Because this research is a descriptive research, the minimum sample is $10\% \times 178 \text{ population} = 18 \text{ samples}$. Then the sample obtained by the researcher is as many as 25 samples so that it can be said that the 25 samples can be used to represent the existing population.

The selection of HES UIN Malang students as subjects in this study was because the theme in this study was related to economic activities in terms of Islamic law, which was one of the studies they studied. Thus, the researcher believes that the students of HES UIN Malang are the right ones to be chosen as research subjects in this study.

D. Data Sources

1. Primary Data Sources, namely data obtained directly from the main source, namely the parties who are the object of research.³⁷ In this case, primary data was obtained from active students of Sharia Economic Law Department (HES) batch 2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year who had made online buying and selling transactions using Cash on Delivery (COD) payment method.

³⁶ Yusuf Alhaji Hashim, "Determining Sufficiency of Sample in Management Survey Research Activities", *International Journal of Organisational Management & Eenterpriseurship Development*, Vol. 6 No. 1 (2010), 17, https://www.researchgate.net/publication/259822166_DETERMINING_SUFFICIENCY_OF_SAMPLE_SIZE_IN_MANAGEMENT_SURVEY_RESEARCH_ACTIVITIES

³⁷ Marzuki, *Metodologi Riset*, (Yogyakarta: PT. Hanindita Offset, 1983), 55.

2. Secondary Data Sources, namely data collected from various pre-existing sources. Secondary data in this study were obtained from sources such as journals, books, laws and regulations and others.

E. Technique of Data Sources Collection

1. Questionnaire

The data collection method using a questionnaire is a method of extracting data by presenting a series of questions related to a particular topic, given to a group of individuals with the intention of obtaining data.³⁸ In this study, the researcher used a mixed type of questionnaire, in which some of the questions had predetermined alternative answers and some of them were open-ended questions in which respondents were given the freedom to express their opinions according to their respective views. In this case, the respondents were several active students of Sharia Economic Law Department (HES) batch 2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year who had made buying and selling transactions using Cash on Delivery (COD) payment method.

2. Interviews

In this study also used data collection methods with interviews, which is a method used to obtain information orally from respondents to achieve certain goals. This interview method was used by researchers to match the truth of the data obtained from the

³⁸ A. Muri Yusuf, *Metode Penelitian: Kuantitatif, Kualitatif, dan Penelitian Gabungan*, (Jakarta: Kencana, 2017), 199.

questionnaire method by interviewing several respondents who had filled out the questionnaire. In this case, interviews were conducted either in person or online.

3. Documentation

In addition to distributing questionnaires to respondents and by interviewing, this study also uses the documentation method in data collection which is used to trace historical data. These historical data include documents originating from books related to the object of research, theses, journals, and so on.

F. Technique of Data Processing

Data that has been obtained from various sources are collected into one and then processed in the following way:

1. Data Examination (Editing)

In this stage the data that has been obtained will be re-examined to adjust to the research topic raised. At the data inspection stage, the data obtained from the research results will be filtered again and then matched to the selected focus of discussion, namely the rounding of COD payments from the perspective of *'urf*.

2. Classification of Data (Classifying)

Data classification is used to sort data from research results in accordance with the criteria set by the researcher. The data is then grouped based on the formulation of the problem raised by the

researcher, both data in the form of questionnaires and others with the aim of making it easier for researchers to process data.

3. Verification (Verifying)

Data verification is a review of the data that has been collected so that the truth can be known and in accordance with what is needed in the research. This verification process is a process of proving the truth of the data to ensure the validity of the data collected, namely by confirming the respondent through interviews to respond back to the truth.

4. Data Analysis (Analyzing)

At this stage, the data obtained will be described and analyzed based on existing theories. Data analysis was carried out by means of descriptive analysis, namely the data obtained were described in sentences and then analyzed based on the perspective of *'urf*. This data analysis will provide answers to the problem formulations that have been prepared by the researcher.

5. Conclusion (Concluding)

The final stage of the research process is the conclusion. Researchers in their research must make conclusions from the overall data that has been obtained and has been analyzed to provide answers to the formulation of the problems raised in the study.

CHAPTER IV
RESEARCH RESULTS AND DISCUSSION

A. Research Results

Type of data used in this study is primary data obtained from the answers of respondents (students) by filling out questionnaires distributed online via personal messages Whatsapp and then confirming their validity through interviews. In this study, the respondents were active students of Sharia Economic Law Department (HES) batch 2018 UIN Maulana Malik Ibrahim Malang in the 2021/2022 academic year. Of 178 active students, 25 samples would be used in this study.

After the complete questionnaire has been collected, before discussing the results of data processing, it is necessary to describe the respondents based on their characteristics, which are seen from the gender of the respondents and then proceed to describe the respondents' responses to each research variable. Here is the description:

Table 4. 1

Gender of Respondent

No.	Description	Total
1.	Male	5
2.	Female	20
Total		25

Source: Primary Data Processed, 2022

From the data in table 4.1 shows that there are 25 respondents from active students majoring in Sharia Economic Law class 2018 who participated in this study, where as many as 20 female respondents and 5 male respondents. Based on the exposure to the data above, its shows that female respondents who use the Cash on Delivery (COD) payment methode more often.

Furthermore, data related to whether or not respondents have ever shopped online through marketplace can be seen in table 4.2 below:

Table 4. 2

Ever shopped online through marketplace

No.	Description	Total
1.	Ever	24
2.	Never	1
Total		25

Source: Primary Data Processed, 2022

From table 4.2 shows that of the 25 respondents who filled out the research questionnaire, 24 of them had shopped online through the marketplace. While the rest, which only amounted to 1 respondent, had never shopped online through the marketplace. So it can be concluded that the majority of respondents have shopped online through the marketplace.

Table 4. 3

Knowledge of COD

No.	Description	Total
1.	Knowing	25
2.	Not Knowing	0
Total		25

Source: Primary Data Processed, 2022

Although not all respondents have shopped online through marketplace, but all of them know about the Cash on Delivery (COD) payment method. This COD payment method is defined as a payment method made directly or in cash on the spot after the order from the courier is received by the buyer.

Table 4. 4

Have used COD

No.	Description	Total
1.	Yes	25
2.	No	0
Total		25

Source: Primary Data Processed, 2022

In addition, all respondents have also made transactions using the Cash on Delivery (COD) payment method, either through buying and selling at regular online stores or through the marketplace. This shows that

the payment method through Cash on Delivery (COD) has been widely used by the public as a payment method when buying and selling online.

Furthermore, in table 4.5, the frequency of respondents who use the Cash n Delivery (COD) payment method when shopping online is presented as follows:

Table 4. 5

Frequency of using COD payment method

No.	Description	Total
1.	Very Often	9
2.	Often	8
3.	Rarely	8
4.	Never	0
Total		25

Source: Primary Data Processed, 2022

From the data in table 4.5 it can be seen that 9 respondents very often use the Cash on Delivery (COD) in conducting online buying and selling transactions. Then, respondents who often and rarely use COD have the same frequency, namely 8 respondents each. Meanwhile, there are no respondents who have never used the COD payment method. This shows that the use of the COD payment method in the community is relatively high because of the many advantages and conveniences that can be obtained by its users.

Table 4. 6

Knowlwdge of the practice of rounding COD payments

No.	Description	Total
1.	Knowing	20
2.	Not Knowing	5
Total		25

Source: Primary Data Processed, 2022

Table 4. 7

Have experienced the practice of rounding COD payments

No.	Description	Total
1.	Yes	23
2.	No	2
Total		25

Source: Primary Data Processed, 2022

Based on tables 4.6 and 4.7 the majority of respondents have experienced the practice of rounding Cash on Delivery (COD) payments. This shows that the practice of rounding COD payments is common in the community which has even become a habit among them. However, of the many respondents who have experienced the practice of rounding COD payments, there are still a small number of them who do not know for sure what is meant by rounding COD payments.

Table 4. 8

Large range of rounding nominal COD payments

No.	Description	Total
1.	Less than Rp. 500	5
2.	Between Rp. 500-1000	18
3.	More than dari Rp. 1000	2
Total		25

Source: Primary Data Processed, 2022

The nominal range for COD payment rounding which is usually taken by couriers is between Rp. 500-1000. In this case, there are two types of couriers in rounding up COD payments. First, the courier who takes the rounding is not too far from the nominal package that must be paid, namely the rounding of less than Rp. 500. Then the second, namely the courier who takes rounding up with a fairly large nominal, which is more than Rp. 1000, even according to the experience of one of the respondents there is a courier who has taken rounding off payments of up to Rp. 2000 which can incriminate the buyer if there is no prior agreement.

Table 4. 9

Information from couriers regarding of rounding COD payments

No.	Description	Total
1.	Yes	6
2.	No	19
Total		25

From the data in table 4.9 shows that there are still many couriers who do not provide information beforehand when carrying out the practice of rounding off Cash on Delivery (COD) payments. It is evident from the 25 samples, only 6 samples stated that the courier had informed them in advance regarding the rounding of payments to be taken.

Even though it has been clearly stated in the Regulation of the Minister of Trade Number 35 of 2013 concerning Inclusion of Prices of Traded Goods and Services Tariffs in article 6 paragraphs (3) and (4), that business actors in terms of prices of goods/services tariffs include nominal rupiah that is not circulating, business actors can make rounds by taking into account the nominal rupiah in circulation and then the rounding is informed to the buyer at the time of the payment transaction. However, in practice there are still many couriers who do not provide information in advance to buyers when rounding off COD payments.

Based on the information above, it can be seen that there are two types of couriers when collecting COD payments. First, the courier who notifies the buyer in advance when he will round off the payment (asking for the buyer's permission to make the round of payment). Then the second type, namely, couriers who do not inform in advance or without asking the buyer's permission to immediately round off the payment. The second type is the most commonly found in society.

Table 4. 10

Agree with the practice of rounding COD payments

No.	Description	Total
1.	Strongly Agree	1
2.	Agree	13
3.	Disagree	11
4.	Strongly Disagree	0
Total		25

Source: Primary Data Processed, 2022

There is only a two-digit difference between respondents who agree and disagree with the practice of rounding Cash on Delivery (COD). Where there are 13 respondents who agree while those who do not agree there are 11 respondents. While those who strongly agree with the rounding of COD payments are only 1 respondent and none of the respondents feel strongly disagree with the practice of rounding payments. It can be understood that although most of the respondents agree with the practice of rounding COD payments, not a few of them also disagree with the practice.

There were various reasons given by each respondent, both those who strongly agreed, agreed, or who did not agree with the practice of rounding off COD payments. These reasons include the following:

1. Strongly Agree

Because according to respondent, the practice of rounding COD payments is very helpful to minimize the occurrence of fraud.

2. Agree

- a) To make it easier for couriers to give change
- b) Mutual pleasure between buyer and courier
- c) As a form of help in terms of facilitating couriers in transactions
- d) Because sometimes the courier also rounds the payment down
- e) Take it as alms to the courier
- f) Because the nominal rounding is only around Rp. 100-500

3. Disagree

- a) Due to rounding off, change can still be given (there is still a nominal rupiah in circulation)
- b) Because the rounding taken by the courier is too large and burdensome to the buyer
- c) Due to the rounding off without prior approval from the buyer
- d) Because if the practice of rounding COD payments often occurs, it will make the courier habit to round up payments
- e) Due to the absence of information/reasons provided by the courier when rounding COD payments
- f) Because it is not in accordance with the agreement that has been made in the marketplace where the buyer should pay according to the nominal stated

g) Because the buyer has already brought money according to the nominal value, but the payment is rounded up by the courier

Furthermore, table 4.11 will present the respondents' willingness to the practice of rounding Cash On Delivery (COD) payments made by the courier to them, which is as follows:

Table 4. 11

Respondents' willingness regarding the practice of rounding COD payments

No.	Description	Total
1.	Very Willing	3
2.	Willing	13
3.	Not Completely Willing	9
4.	Very Unwilling	0
Total		25

Source: Primary Data Processed, 2022

Based on table 4.11 above, it can be seen, the majority of respondents are willing to the practice of rounding Cash on Delivery (COD) carried out by the courier to them, even 3 respondents stated that they were very willing to do this. However, there are still 9 out of 25 respondents who stated that they were not completely satisfied with the practice of rounding COD payments. Even so, none of the respondents felt very unwilling with this. This shows that most of the respondents gave up when the courier made a round of COD payments to them.

The following are the reasons from the respondents for their willingness to the practice of rounding COD payments, including:

1. Very Willing

- a) Make it easier for couriers when they don't have small denominations as change
- b) Due to the security of the package that the courier has sent to the buyer
- c) Take it as alms to the courier

2. Willing

- a) Because the respondent gave it voluntarily to the courier
- b) Because they consider the rounding as a fee for the courier
- c) To make it easier for couriers, because sometimes it is difficult to find money in small denominations
- d) For considering it as alms to the courier
- e) Because they feel that the rounding is not burdensome/harmful to the respondent
- f) Feel free if the rounding is still reasonable
- g) Because the rounded nominal is only Rp. 100-500

3. Not Completely Willing

- a) Because rounding is taken quite a lot
- b) Because the courier does not ask for approval from the buyer
- c) Because it can reduce the net profit of buyers who intend to resell the ordered goods

- d) Because the responsibility of the courier is to ensure that the goods sent have been received by the buyer
- e) Due to the absence of information provided by the courier beforehand
- f) Because there are couriers who refuse when given small denominations with a nominal value of Rp. 100 and Rp. 200, only willing to accept small denominations with a nominal value of Rp. 500 only.

Furthermore, in table 4.12, respondent data is presented regarding whether or not there was a dispute between the respondent and the courier due to the practice of rounding off Cash on Delivery (COD) payments, as follows:

Table 4. 12

Dispute due to the practice of rounding COD payments

No.	Description	Total
1.	Yes	1
2.	No	24
Total		25

Source: Primary Data Processed, 2022

Based on table 4.12 above, it can be seen that there was only 1 respondent who had a dispute with the courier due to the practice of rounding off COD payments. This shows that the majority of respondents are not too concerned about the rounding taken by the courier. Then the

step taken by 1 respondent who had a dispute with the courier was to admonish the courier not to take COD payments that were too large.

As explained in Law Number 8 of 1999 concerning Consumer Protection in article 45 paragraph (1) "*Setiap konsumen yang dirugikan dapat menggugat pelaku usaha melalui lembaga yang bertugas menyelesaikan sengketa antara konsumen dan pelaku usaha atau melalui peradilan yang berada di lingkungan peradilan umum.*" As well as in article 45 paragraph (2) "*Penyelesaian sengketa konsumen dapat ditempuh melalui pengadilan atau di luar pengadilan berdasarkan pilihan sukarela para pihak yang bersengketa.*" So in other words, the respondent chooses to settle his dispute out of court.

B. Analysis of 'Urf in The Practice of Cash on Delivery (COD) Payment Rounding

The high interest of the public to shop online through marketplace is triggered by the times and technological advances. Various innovations are presented to support smooth 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.³⁹ However, in practice there is a drawback where the courier often rounds off COD payments. Sometimes it even burdens the buyer because of the amount of rounding taken.

³⁹ Mohanad Halaweh, "Cash on Delivery (COD) as an Alternative Payment Method for E-Commerce Transaction: Analysis and Implication", vol. 10 no. 4 (2018).

From the data obtained as described in table 4.7 above, it is known that as many as 23 out of 25 respondents 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 habits among them. So that the concept of *'urf* can be used to see the extent to which the custom of rounding COD payments is in accordance with sharia.

In the practice of rounding COD, couriers usually round packages with a nominal price of Rp. 54.384 to Rp. 54.500, even to the point of rounding it to Rp. 55.000. If the buyer does not object to the rounding, it is okay to do this, but if the buyer has objections to the rounding then the courier should not take too large a rounding. In other words, there must be an element of mutual pleasure or consensual from both parties.

As 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*”.

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 explained in the Qur’an Surat an-Nisa’ verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ، وَلَا تَقْتُلُوا أَنْفُسَكُمْ، إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

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. (Surat an-Nisa' verse 29).

From the verse it can be seen that in a trade transaction there must be an element of mutual pleasure or consensual 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 custom is included in the category of '*urf sahih*' because it does not conflict with '*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 Traded Services, in article 6 paragraph (4) because the courier has informed the buyer in advance.

With the willingness and pleasure of the rounding taken by the courier, it is the same as giving alms to the courier. As KH Ahmad Bahauddin Nursalim (Gus Baha) said, "*Banyak membeli jajan dapat dimaknai sebagai cara yang sopan untuk bersedekah kepada para penjual,*

karena pemberian uang yang cuma-cuma kepada seseorang berpotensi melukai hati orang yang disedekahi.”⁴⁰

The meaning is when the buyer pays the COD package to the courier then because there is no money in small denominations as change and the buyer accepts the change (eg Rp. 500) to the courier, then this is seen as a more polite way to give charity compared to giving charity to someone for Rp. 500 only, because it can actually hurt the hearts of those who are donated.

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 mentioned in table 4.9 above, where 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 Surat an-Nisa' verse 29 that it is forbidden to eat the property of fellow human beings from a vanity (incorrect) way. So that the 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

⁴⁰ Yunita Indrawati, “Gus Baha Sebut Suka Jajan Bukan Berarti Boros, Tetapi Cara Sopan Bersedekah Kepada Penjual”, *MalangTerkini.com*, accessed April 13rd 2022, <https://malangterkini.pikiran-rakyat.com/khazanah/pr-1253384319/gus-baha-sebut-suka-jajan-bukan-berarti-boros-tetapi-cara-sopan-bersedekah-kepada-penjual>

both parties and is contrary to business ethics (the absence of honesty on the part of the courier). In addition, the habit of rounding off COD 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 or 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 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 off

COD payments can be classified as *'urf ṣahih* because it does not conflict with the *texts* (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.

C. Alternative Solution 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. In the Qur'an Surat al-Baqarah verse 30 describes the nature of humans who like to destroy and shed blood which reads as follows:

وَإِذْ قَالَ رَبُّكَ لِلْمَلٰٓئِكَةِ إِنِّي جَاعِلٌ فِي الْأَرْضِ خَلِيفَةً، قَالُوا أَتَجْعَلُ فِيهَا مَنْ يُفْسِدُ فِيهَا وَيَسْفِكُ الدِّمَآءَ وَنَحْنُ نُسَبِّحُ بِحَمْدِكَ وَنُقَدِّسُ لَكَ، قَالَ إِنِّي أَعْلَمُ مَا لَا تَعْلَمُونَ

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".(Surat al-Baqarah verse 30).

The verse shows that, the culture of destruction and shedding of blood 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.

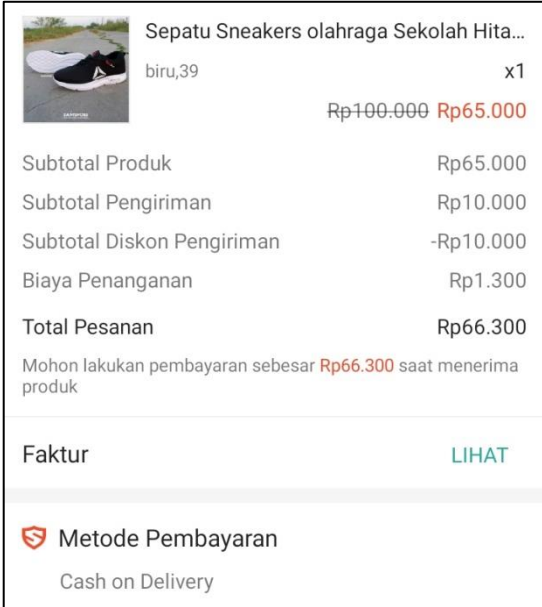
In the practice of rounding off COD payments, there are often disputes between the courier and the buyer. This happens for several reasons, one of which is the lack of communication between the courier and the buyer during the payment transaction. The absence of information from the courier regarding 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 during the practice of rounding off COD payments, including the following:

1. Paying with Cash

When the buyer pays for the goods ordered with the exact currency, the courier will not be able to practice rounding COD payments.

Figure 4. 1

COD Payment Bill



The image shows a screenshot of a COD payment bill for a pair of sneakers. The bill includes a product image, a description, and a detailed breakdown of costs. The total amount to be paid is Rp66.300. The payment method is Cash on Delivery.

Item	Price
Sepatu Sneakers olahraga Sekolah Hita... biru,39 x1	Rp100.000 Rp65.000
Subtotal Produk	Rp65.000
Subtotal Pengiriman	Rp10.000
Subtotal Diskon Pengiriman	-Rp10.000
Biaya Penanganan	Rp1.300
Total Pesanan	Rp66.300

Mohon lakukan pembayaran sebesar **Rp66.300** saat menerima produk

Faktur [LIHAT](#)

Metode Pembayaran
Cash on Delivery

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 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 mentioned 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.

2. Remind the Courier Regarding the Amount of Payment

In the event of a case where the courier has rounded up the payment while the buyer has already brought the money with the correct nominal, 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.

3. Reprimanding the Courier

When the round of payment taken by the courier is too large, the buyer can admonish the courier for not rounding 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

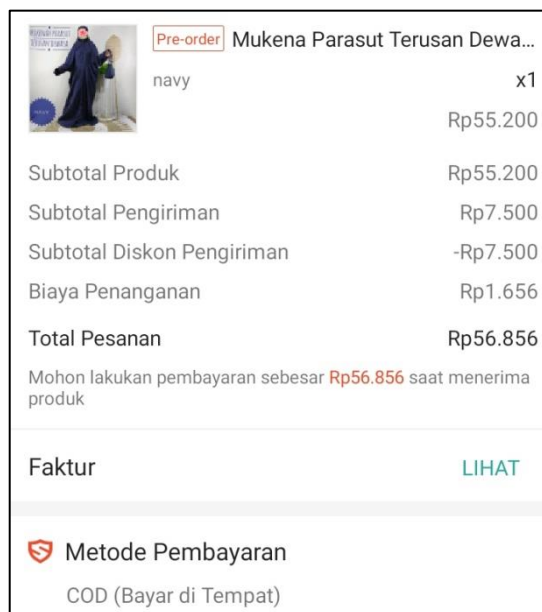
court environment. Furthermore, Article 45 paragraph (2) explains that the settlement of the dispute can be reached through the court or outside the court according to the agreement of the parties. Therefore, it can be said that the case of one of the respondents was settled out of court by reprimanding the courier.

4. Awareness of Rounding Up

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. The following is an example of a COD payment bill containing a nominal that is not in circulation:

Figure 4. 2

COD Payment Bill Containing an Uncirculated Nominal



Pre-order Mukena Parasut Terusan Dewa...	
navy	x1
	Rp55.200
Subtotal Produk	Rp55.200
Subtotal Pengiriman	Rp7.500
Subtotal Diskon Pengiriman	-Rp7.500
Biaya Penanganan	Rp1.656
Total Pesanan	Rp56.856
Mohon lakukan pembayaran sebesar Rp56.856 saat menerima produk	
Faktur	LIHAT
Metode Pembayaran	
COD (Bayar di Tempat)	

From Figure 4.2 above, it can be seen that the COD payment bill contains an uncirculated nominal, 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 surat an-Nisa' verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُم بَيْنَكُم بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً
عَنْ تَرَاضٍ مِّنْكُمْ، وَلَا تَقْتُلُوا أَنْفُسَكُمْ، إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

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.
(Surat an-Nisa' verse 29).

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.

5. Ignoring the Rounding of COD Payments

When the round of payments taken by the courier is not too large, and the courier does not have a small fractional nominal as change, it would be better if the buyer let the rounding of the COD payment be. 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 nominal which actually has the potential to hurt the heart of the person being given to charity.

6. Couriers Must Pay Attention to Business Ethics

For couriers, in making 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.⁴¹ 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.⁴²

When the courier rounds up the payment because the courier does not have a small fraction nominal as change, it would be nice if the courier informed the buyer politely, the buyer would not hesitate to understand and accept the rounding 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 surat an-Nisa' verse 29.

⁴¹ Saban Echdar dan Maryadi, *Business Ethics And Entrepreneurship: Etika Bisnis dan Kewirausahaan*, (Yogyakarta: Deepublish, 2019), 22.

⁴² Echdar dan Maryadi, *Business Ethics And Entrepreneurship: Etika Bisnis dan Kewirausahaan*, 47

CHAPTER V

CLOSING

A. Conclusion

1. 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 sahih* 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.
2. 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.

B. Suggestion

1. To reduce the practice of rounding Cash on Delivery (COD) payments that burden the buyer, it is hoped that there will be parties who can provide further education to couriers regarding business ethics in taking COD payment rounding so that later it will not cause disputes between couriers and buyers.
2. For further researchers who are interested in researching the issue of rounding Cash on Delivery (COD) payments from a different perspective or with an almost similar title, they can use this research as reference material to add research studies.

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APPENDIXES

A. List of Questionnaire Questions

1. Have you ever shopped online through a marketplace?
2. Do you know about the Cash on Delivery (COD) payment method?
3. How often do you use the Cash on Delivery (COD) payment method?
4. Do you know about the practice of rounding Cash on Delivery (COD) payments?
5. Have you ever experienced the practice of rounding Cash on Delivery (COD) payments?
6. How much is the Cash on Delivery (COD) rounding off?
7. Did the courier inform you in advance before carrying out the practice of rounding Cash on Delivery (COD) payments?
8. Do you agree with the Cash on Delivery (COD) payment rounding practice by the courier?
9. Give reasons you agree/disagree with the practice of rounding off Cash on Delivery (COD) payments by the courier.
10. Are you willing with the practice of rounding up Cash on Delivery (COD) payments made by the courier to you?
11. Give reasons why you are willing/not willing to accept the practice of rounding off Cash on Delivery (COD) payments made by the courier.
12. Have you ever had a dispute with a courier because of the practice of rounding off Cash on Delivery (COD) payments?

13. If so, how do you and the courier resolve the dispute?

B. Interview Documentation



Photo of an interview with one of the students of HES UIN Malang, Hanifatus Sasmita



Photo of an online interview with one of the students of HES UIN Malang, Yuniar Ika Sukmawati



Photo of an online interview with one of the students of HES UIN Malang, Nabiela Azhariani Fitri



Photo of an online interview with one of the students of HES UIN Malang, Dwi Atya Illahi



Photo of an online interview with one of the students of HES UIN Malang, Tahta Alfina



Photo of an online interview with one of the students of HES UIN Malang, Yulis Setyaningsih



Screenshot of an online interview with one of the HES UIN Malang students, Ida Fitria

CURRICULUM VITAE



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