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# Analysis of Cashback in the LBM Lirboyo Decision from the Perspective of As Syatibi's Inductive Theory

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#### **ABSTRACT**

The Bahtsul Masail Institute (LBM) of the Lirboyo pesantren is a forum for santri to explore and solve problems in society, one of which is in terms of muamalah. Lately, the issue of cashback as a marketing strategy has caused public unrest, this needs attention and sharpness of legal analysis. This study aims to analyze the results of bahtsul masail regarding cashback at LBM Lirboyo Islamic boarding school. This research method is library research with the main data of LBM results with the approach of As Syatibi's inductive theory. As Syatibi talks about the epistemology of Islamic law which builds the entire theory of ushul fiqh on inductive principles. As Syatibi starts with the basic premise that the principles of legal theory and legal sources derived from God's authority as the basis of the epistemology of legal sources, then there must be a level of probability of these principles and sources that adjusts the dynamics of the law, thus making Islamic law has the value of flexibility. The results of this study indicate that the Lirboyo LBM according to As Syatibi; a) Provides cashback services to attract customers, b) The occurrence of aqad bai' mausuf fi dzimmah in online buying and selling transactions, c) Obtaining coins as a gift that has been given from the store in the shopee marketplace.

#### Keywords:

Cashback, Shopee, Bahsu al-Masail Institute, As Syatibi.

# **INTRODUCTION**

Nowadays, with the development of technology, there are many advances in all lines including the economy, and many entrepreneurs (entrepreneurs) use attractive offers to attract consumers. In the world of marketing entrepreneurship, it is no stranger to the term cashback. In the 1980s, credit card holders were the first to utilize cashback offers. Credit card issuers give money back for each purchase, which can then be used to pay the cardholder's phone bill. Cashback programs became more popular when they were started by Discover Financial Services, part of Morgan Stanley, one of the largest companies in the US, in 1986. Ever since numerous online stores and digital payment services surfaced in the 2010s and beyond, phrases such as cashback and discount have grown in popularity in Indonesia, (Media 2021). Cashback is an offer or promotion that is presented to users/customers in the form of a refund. These refunds are usually in the form of cash, digital wallets or e-wallets, virtual coins, products, and vouchers, (Amanda 2024).

Shopee has experienced an increase in its user base and has become a leading online shopping app in Indonesia, thanks to its various advantages that improve the convenience and pleasure of shopping. Its cutting-edge features attract customers to browse and buy products from different categories. For example, the Xtra cashback program allows sellers to offer cashback vouchers with a lower minimum purchase requirement to buyers compared to regular sellers. The Xtra cashback program can be an alternative form of promotion for sellers that can help increase sales significantly. ("XTRA Cashback Program Shopee Indonesia Seller Education Center," n.d.)

Previous studies related to Cashback include: a) research on the validity of cashback in e-commerce transactions must consider the principles of Islamic economic law, including aspects of transparency and fairness as well as the prohibition of usury, gharar, and maysir, (Khoerulloh and Hidayah 2023), b) A study of the review of Islamic law regarding Cashback for Delivery Services in the shopee marketplace based on the rules of fiqh *muamalah* where the basic principle of *muamalah* is permissible unless there is evidence that prohibits it ", so it can be concluded that the use of strategies to carry out product marketing is permissible or halal. (Putra, Sulistiani, and

Nuzula 2023), c) Research on the law of cashback, in general, is permissible and the analysis of the contract used is by the contract that is *qiyas*, namely the *ju'ālah* contract, what needs to be considered in the form of maximal cashback is that the two parties to the contract (seller and buyer), especially for the buyer, are required to know and understand the terms and conditions so that there is no misleading (mis understanding) so that the transaction carried out does not fall into *tadlīs* (fraud), (Rosmita et al. 2022), d) Research on the effect of Xtra cashback and free Xtra shipping on increasing sales of computer device stores "Tencomp" in Shopee e-commerce shows that the results of data analysis show that Cashback Xtra and Free Xtra Shipping have a positive and significant effect on sales. From several previous studies, the position of this research is the same in the object studies, but different in the review of the analysis, namely, how the law of cashback in the *bahtsul masail Institute* decision is viewed from the theory of As-Syatibi.

This research study focuses on the contracts applied to the Xtra cashback program regarding the validity of the purchases made by the involved parties. according to contemporary fiqh *mu'amalah* law. The theory used is As Syatibi's inductive theory that carries Maqashid Al Shari'ah based on the principles of tahsiniyat, *hajiyat and dlaruriyat hifdz al mal*, (Tono, n.d.)

#### **METHODS**

The research method adopted in this research is library research by searching and collecting various literature to find concepts relevant to the topic of discussion that indirectly refer to books, journals, and expert opinions. The literature used in this case is related to the theory of cashback in Islamic economic law. Data analysis in this research is descriptive and qualitative concerning As-Syatibi's inductive theory of discussion, including how the status of the cashback contract runs in the shopee online application. Analysis of As-Syatibi's theory concerning the benefits of cashback in terms of economics (*hifduz maal*) and of course the religious perspective (*hifduz diin*).

# **DISCUSSION**

# **Biography of As-Syatibi**

Al-Syatibi's full name is Abu Ishaq Ibrahim ibn Musa al-Gharnati al-Syatibi. He died in 790 H (Mustafa al-Maraghi, 1974: II-204), but he was not born in the country of origin of his family, because the city of Syatibi had fallen into the hands of Christian rulers, all the Muslim population was expelled from Syatibah and most of them fled to Granada. So it can be assumed that his family lived as residents of Granada until the end of his life.

Al-Syatibi's scientific works are divided into two groups, first, the unpublished and published works include, among others, *Sharh Jalil 'ala Al Khulashoh fii Al Nahwu, Khiyar al-Majalis (sharia of the book of buying and selling from sahih al-Bukhari), Sharh Al Rajz Ibn Malik fii Al Nahwu, 'Inwan Al Ittifaq fii 'Ilmi Al Isytiqaq, and Usul al-Nahwu. Second, the works that were published and published, namely Al Muwafaqat fii Ushul Al Shari'ah, Al-I'tisam, and Al-Ifadat wa Al-Irsyadat. (Abu al Ajfan, 1985: 43-44). The book of al-Muwafaqat is a major work of Al Syatibi in the field of usul fiqh, which seeks to present an in-depth study of the secrets of Pentateuch and the purpose of God's law and other aspects of the study of usul fiqh, especially in the study of <i>magasid as-syari'ah*, (Tono, n.d.).

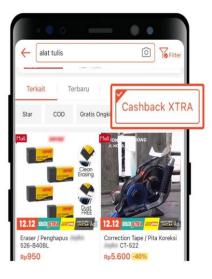
# Cashback Xtra Program in Shopee App

The XTRA Cashback Program can only be participated by Sellers which may change from time to time according to Shopee's policies, meeting the criteria, among others: a) the shop is not in a penalty period, b) the shop is active and has received orders in the last 7 (seven) days, c) the Seller is not activating the holiday shop feature, d) does not have a history of unusual orders, irregularities in account activity, or another misuse of the program for personal interests ("Invited Sellers"). If a Merchant is not an Invited Merchant, then the Shopee may reject the Merchant's request to participate in the XTRA Cashback Program. An Invited Seller will participate in the XTRA Cashback Program once the Invited Seller receives confirmation from the Shopee ("Program Participant").

Program Participants acknowledge and agree to pay the Cashback XTRA Program Service Fee for each successful transaction ("Cashback XTRA Program Service Fee"). A successful

transaction means the Buyer has received the Product and the Seller has received payment without any refund or goods. ("Cashback Xtra Program Terms and Conditions | Shopee ID Help Center," n.d.)





The following are the XTRA Cashback Program Service Fees charged to Merchant according to Merchant status:

Seller Status	Total Service Cost	
Non-Star Sellers	XTRA Cashback Program Service Fee = Original product price - total product discount and/or discount voucher borne by the Merchant) x 1.4% (30% discount from the normal Service Fee of 2%).  Note: does not include Non-Star Administration Fee for Non-Star Sellers with more than 50 orders.	
Star & Star+ Sellers	XTRA Cashback Program Service Fee = (Product original price - product discount and/or discount voucher borne by the Merchant) x 1.4% (30% discount from normal Service Fee of 2%).  Note: does not include Star & Star+ Administration Fee for Star & Star+ Sellers.	

# Cashback Law in Figh Muamalah

The view of *muamalah* fiqh regarding the status of cashback vouchers in the *bahtsul masail* organized by the LBM Lirboyo Institute on Thursday night Friday, February 9, 2023, which was attended by delegates of Islamic boarding schools in East Java decided that the cashback service program is a form of a promise from Shopee to consumers to provide cashback in the form of shopee coins after transactions are made with applicable terms and conditions.



MUSHOHIH	PERUMUS	MODERATOR
<ol> <li>Agus H. Nabil Ali Utsman</li> </ol>	n 2. Bpk. Intiha'ul Fudhola' H.	Bpk. Istokhri Mahien
2. Agus H. Izzul Maula	Bpk, Idi Tarsidi     Bpk, M. Yashif Alfian	NOTULEN
Dliyaulloh	5. Bpk. M. Ilham Fawaid 6. Bpk. Khoirul Anam 7. Bpk. Imam Ghozali 8. Bpk. Abdurrozaq	M. Irfan Abdurrohmar

#### MEMUTUSKAN:

# A. CASHBACK | Sail: Panitia

Dewsaini, semakin berkembangnya teknologi banyak sekali kemajuan di segala lini termasuk ekonomi, banyak para enterpreneur (pengusaha) yang menggunakan penawaran-penawaran yang menarik untuk memikat konsumen. Dalam dunia marketing enterpreneurship tak asing lagi dengan istilah cashback. Cashback merupakan suatu penawaran kepada konsumen untuk memicu agar konsumen melakukan transaksi kembali dengan harga yang lebih hemat, untuk nominalnya biasanya akan diakumulasikan sesuai dengan harga komoditi barang. Banyak komoditi-komoditi yang ditawarkan menggunakan sistem cashback seperti: transaksi perbankan, toko online, dan properti.

Mekanismenya, konsumen akan mendapatkan cashback dengan jumlah tertentu (bisa berupa uang tunai ataupun virtual) jika telah memenuhi beberapa syarat:

- tertentu (bisa orașia ana.)

  3. Yalah mencapai nominal harga tertentu, semisal cashback 10.000 dengan belanja minimal 100.000;

  2. Telah melakukan sejumlah transaksi yang telah ditentukan penyedia.

  Akan tetapi, biasanya cashback yang telah berhasil didapat tidak bisa digunakan untuk bertransaksi di selain toko ataupun penyedia layanan cashback.

ijnah Bahtsul Masa-il HM Al Mahrusiyah Putra

د. نفيسر وتصادر هي ۱۸۸۳ مع فيه غرر وجهالة ذلك لان لطبة لها فيلة (درن) أي تؤثر في تبن السلمة ذلو علم الزيون بوجود الفدية لسلمة الشقر دريالات مثالاً أما إذا علم بعدم فلا يسلم (لا لم ريالات فإذن هذه الصورة فيها تعرير يشري أن الباعثة الذين ينجلون إلى هذه الصورة برخورت أشان سلحيم بجبت تأتى زيادة النص على الأقل

ذلك وجب الوفاء به وإن كان الوعد مطلقا لم يجب اهرحمة. واختار وجوب الوفاء بالوعد من الشافعية تقي الدين السبكي كمامر ذلك في البيع في بيان بيع العهدة. اه

الموسوعة الفقهية الكويتية ج١٤٦ صـ ١٣٦

وأما إن كان الشيء مما لا يمكن الانتفاع به إلا باستهلاكه <u>فإنه يكون هبة</u>، كالمأكول والمشروب والدراهم والدنانير، كقوله: هذا الطعام لك منحة، أو هذا اللبن أو هذه الدراهم والدنانير، فكل هذا لا يمكن حمله على هبة المنفعة، فيحمل على هبة العين.

هذا، وتصح الهبة بالمعاطاة؛ لأن الهبة في حقيقتها عطية، وقد كان النبي - صلى الله عليه وسلم - يعطي ويعطي

Ibn Qoyim and Ibn Taymiyyah narrated that Imam Ahmad (one of Imam Shafi'i's opinions) was of the view that it is permissible to make discounted installment payments (Al-Ikhtiyarat, 1/478). Cashback can also be referred to as a wa'du (promise) as is the opinion of Shaykh Abu Zakaria Muhviddin An-Nawawi in his majmu' book: It means "when the gift is a certain person's right to the snake, it is not permissible to hang it on conditions such as buying and selling, when hanging it on conditions such as what the prophet Muhammad SAW said to Umm Salamah, "If you return our gift to the king of Najashi, then it is yours, And if it is conditional on a gift that contradicts its terms", such as saying "I give you this on condition that you do not give it to him, or do not sell it, or on condition that you give it to him, or sell it, or on condition that you give it to him", then it is not valid, (An-Nawawi, 5/375).

Based on the fatwa of the National Shari'ah Council Number 85/DSNMUI / XII / 2012 concerning promises (wa'ad) in financial transactions in sharia business that: a) A promise (wa'ad) from a person or seller to another party (buyer) in the future, b) Wa'id is the one who gives the promise, c) Mau'ud is the one who is promised, d) Mau'ud bih is something promised, e) Mulzim is binding, mau'ud bih is something that is promised f) Mulzim is binding, namely wa'id is obliged to fulfill its promise to mau'ud, (Febia Nisaul Chamsa 2022).

As for the general conditions of transactions, namely, transactions must avoid ambiguity, the use of cashback on Shopee includes clear transactions because there is an agreement between seller and customer before making a transaction or payment for an item. Buying and selling must avoid coercion, the use of cashback has no element of coercion because cashback will not be used if the customer does not enter the cashback voucher before the transaction is completed, (Hidayat, 2015). Besides that, Cashback does not have a time limit, for example: "I give you cashback for a year" If it has a limit then the cashback is not valid because buying and selling does not require a time limit, (Cahya, n.d.).

# Akad That Occurs Between Sellers And Customers In The Shopee Application

In terms of system, mechanism, and type of commodity, orders made by consumers on the Shopee application in the study of *fiqh mu'amalah* are called a sale-purchase contract whose transaction model is bai' *maushuf fi dzimmah*, meaning a sale-purchase transaction with a dependency system (*dzimmah*) and the method of making it through the specification of criteria (*shifah*) and size (*al-qadr*). This is according to the opinion of Sulaiman Al Bujairomiy:

والحاصل أن المبيع إن كان معينا غير مختلط بغير المبيع كفت معاينته عن معرفة قدره تحقيقا بمعنى أنه لا يشترط معرفة القدر

بكيل ولا وزن ولا ذرع وإن كان في الذمة أو مختلطا بغيره كصاع من صبرة فالشرط العلم بقدره وصفته لا عينه.

(البجيرمي على الخطيب: ٣/٨ دار الفكر)

In substance, *bai' maushuf fi dzimmah*<sup>1</sup> is almost similar to the *salam* contract in terms of its terms and conditions, except that there are 4 prominent differences between the two, namely:

No	Bai' Maushuf fi Dzimmah	Salam
1.	It is not obligatory to hand over (qabdl) the ra'l al-	obligatory handover (qabdl) of ra'l
	mal at the contract meeting.	al-mal at the majlis of the contract
2.	The applicability of <i>khiyar sharth</i>	Non-applicability of khiyar sharth
	It is permissible to exchange means of payment	It is not allowed to exchange means
	(istibdal tsaman)	of payment (istibdal tsaman)
4.	Acceptance of a down payment is permitted through	Acceptance of down payment may
	the hawalah process	not be through the hawalah process

The use of this salam contract is because of the cashback in question if you order goods in shopee, you will get cashback, shopee is one of the marketplaces to order an item so the contract used for shopping online is a salam contract. In online buying and selling transactions, there are three conditions proposed by Fuqaha in making *ijab qobul* in buying and selling transactions, namely *jala'ul ma'na*. *Jala'ul ma'na* is one of the clear objectives of the statement so that the type of contract used can be understood. Shopee, a popular e-commerce platform in Indonesia, does not require the use of an ATM for payments in its buying and selling transactions. If you use Shopee, customers can get cashback.

Well, In Bai' maushuf fi dzimmah, there is no compulsion to hand over tsaman in majlis. This aligns with the transaction process on the shopee application, as it offers the COD system for

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<sup>&</sup>lt;sup>1</sup> In Nurfyana's research, et.al, it is included in the category of *khiyar Ghabn* which means reduction. Where this laws is because Cashback is included in the marketing category to attract customers. In Hanafiyah scholars, Cashback is permissible as long as the deception contains *taghrir*. Therefore, cashback is allowed because of deception to attract customers. Cashback itself is considered halal if it is a gift that has an element of willingness from the customer. Sellers in Shoope make cashback because they are willing and the aim is to persuade customers. From here there is a willingness from the seller to the customer. Then, Cashback is a transaction from both parties in making transactions. (Sari et al. 2021)

direct payment upon receipt by the buyer. However, it is still necessary to determine the price in the place, a step that is carried out in the shopee application when the customer places orders to avoid engaging in the prohibited practice of buying and selling receivables (bai' ad-dain bi ad-dain) as per Shara'. Determining the price in the market is sufficient to take the contract out of the circle of bai' ad-dain bi ad-dain, even if there has not yet been a handover of the tsaman (qabdl) in the market, because ta'yin means that the tsaman no longer has the status of dain or dhimmah for the buyer (hasyiyah jamal, 3/226).

# The Law Of Customers Using Cashback Service Coins

The procedure for getting coins in the Shopee marketplace application does not violate the provisions of Islamic law, so the law of customers using cashback services in the marketplace is permissible because it upholds the principle of mutual consent and the absence of coercion, fraud, price games, or usury. The use of Shopee coins by consumers as mauhub bil wa'di (gifts in aqad wa'du) is allowed to view the extra cashback program including aqad wa'dun. (Firdiyanti, n.d.)

The legality of the use of cashback services by the Shopee application in the decision of LBM Lirboyo is under the inductive theory built by Asyatibi with the principles of *dlaruriyat*, *hajiyat* and *tahsiniyat* Maqashid Al Shari'a. In Islamic law, induction (*istiqra'*) is a method of making general conclusions generated by specific facts used by fiqh experts to determine a law, this method is contained in *ushul fiqh* and *qowaid al fiqhiyyah*. Syatibi elucidates that the guiding arguments are induction arguments derived from various presumptive arguments, resulting in consolidating a single meaning that ultimately yields a definite comprehension. (Imam As Syatibi, n.d.) Among them:

"Indeed, buying and selling is only done with mutual consent." (Reported by Ibn Majah no. 2185, and authenticated by Shaykh Muhammad Nashiruddin al-Albani in Irwa' al-Ghalil 5/125).

In the case of cashback on promotions using deposits, it is not a direct cash return but in the form of electronic money or the form of points. It is intended that buyers can make purchase transactions at a later time to those who provide cashback promos. (Munawar and Mahaputra 2022). While in Cashback from Shopee will enter 1x24 hours to points or points store. Marketplace Shopee provides cashback features for several reasons, namely increasing sales for sellers, increasing the number of users, increasing the value of the app store. (Ballestar, Grau-Carles, and Sainz 2018).

Cashback and discounts both aim to lower the selling price, but they differ in the timing of when they are given. Discounts are applied at the start of the transaction to reduce the selling price, while cashback is given as a digital refund after the payment, allowing customers to receive a portion of the price back.(Amelia, Salqaura, and Safina 2023).

Along with the cashback system in the form of online payment sites and the element of honesty cannot be accounted for, this is contrary to the concept of *hifdhul maal* sharia itself. (Ni'mah and Yuliana 2020). Honesty, transparency, and clear explanations of quantity and quality are crucial factors in marketing. Cashback transactions in the trading lead to receivables, as the company will refund a specific amount of money based on the receivables generated from consumer purchases.(Fu et al. 2013)

So, the principle of *daruriyyat* is manifested in two senses: *first*, the need must be realized and fought for; and second, everything that prevents fulfilling these needs must be removed. Such as the five things that must be guarded, protected, and fought for, namely: the right to life, wealth, offspring, reason, and religion. *Hajiyyat* is realized in the legal aspects needed to ease the burden that is very heavy and contains risks, and the permissibility of shortening the implementation of worship in difficulty/pinch or illness. The principle of simplifying the law when emergencies arise

in everyday life. *Tahsiniyyat* is realized in aspects of the law that are advisory (facultative). (Tono, n.d.)

Cashback as a customer attractant based on the *tahsiniyat* principle is allowed because of the *hajiyat* principle which legalizes the online transaction *aqad* modeled bai' mausuf fi dzimmah which is based on benefits by paying attention to the daruriyat principle to meet daily needs.

#### CONCLUSION

According to Syatibi, cashback services are permissible as long as there is no fraud or manipulation of prices. This is because they contribute significantly to sales at the level of necessities and needs. Cashback vouchers represent a commitment from Shopee to give consumers cashback in the form of Shopee coins after completing a transaction. The expiration period of Shopee coins does not impact the validity of the vouchers, as they have their validity period.

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