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Jurnal Kajian Hukum Islam dan Hukum Ekonomi Islam

- Hak Kekayaan Intelektual (HKI) sebagai Objek Jaminan Pembiayaan dalam Perspektif Hukum Ekonomi Syariah
- Peran Istri sebagai Pencari Nafkah dan Dampaknya terhadap Keutuhan Rumah Tangga Perspektif Islam
- Konsep Nabawi dalam Membangun Keharmonisan Rumah Tangga
- Implementation of The Wakalah Bil Ujroh Contract in Financing Products at Islamic Financial Institutions
- Deconstructing Mu'asyarah Bi Al-Ma'ruf: Toward A Gender-Just Framework of Islamic Family Law
- Eksistensi dan Perkembangan Kelembagaan Hukum Islam di Indonesia
- From Formal Validity to Ethical Accountability: Good Faith in Sharia Electronic Contracts Under Indonesian Law
- Legal Protection for Parties When MPD Fails to Collect Notarial Protocols
- Review of Islamic Law and Law no. 1 of 1974 and Constitutional Court Decision no. 46/PUU-VII/2019 Concerning Siri Marriage Law: The Position of Wives, Children And Property
- Sharia Economic Law on The Growth of Micro, Small, And Medium Enterprises (UMKM) In The Digital Era
- Konsep Kafa'ah dalam Prespektif Imam Malik dan Imam Syafi'i: Analisis Metodologi Ushul Fikih
- Implikasi Normatif dan Sosial Perjanjian Pra-Nikah Perspektif Hukum Keluarga Islam di Indonesia
- The Boycott of Israeli Products From The Perspective Of Sadz Al-Dzarai': A Normative Analysis Within Islamic Law
- Analysis of Legal Policy Implementation Against Perpetrators of Child Bullying
- Kafa'ah dalam Perkawinan Perspektif Maqasid Al-Syari'ah (Studi Kasus pada Pesantren Darul Ma'sum dan Yayasan Darussalam Kabupaten Probolinggo)
- Perlindungan Hukum terhadap Fenomena Perkawinan Siri Dibawah Umur tanpa Wali di Kabupaten Lumajang
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- Raising the Marriage Age, Raising Dispensations? Evidence From the Malang Religious Court After Constitutional Court Decision no. 22/PUU-XV/2017
- Juridical Review of Marriage Contracts For Pregnant Women In Islamic Law And National Law

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FROM FORMAL VALIDITY TO ETHICAL ACCOUNTABILITY: GOOD FAITH IN SHARIA ELECTRONIC CONTRACTS UNDER INDONESIAN LAW

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ABSTRACT

The expansion of electronic contracts has significantly transformed sharia-based transactions in the digital sphere, yet the prevailing legal framework remains largely anchored in formal validity. Indonesian contract law and the Law on Electronic Information and Transactions (ITE Law) primarily assess contract enforceability through formal requirements and the legal recognition of electronic documents, offering limited tools to evaluate the ethical quality of consent formation. In contrast, Islamic economic law, as articulated in the Compilation of Sharia Economic Law (KHES) and the fatwas of the National Sharia Council (DSN-MUI), emphasizes trustworthiness, transparency, and substantive justice, but lacks operational parameters suited to digital transactions. This normative gap constitutes the central problem addressed in this article. The study aims to reconceptualize good faith as ethical accountability and to formulate a parameter-based model for assessing sharia electronic contracts. Employing normative legal research with statutory and conceptual approaches, the analysis draws upon Indonesian contract law, the ITE Law, KHES, DSN-MUI fatwas, and relevant legal doctrines. The findings demonstrate that good faith should be repositioned from a post-dispute corrective principle to an ex ante standard of ethical accountability governing contract formation. The article formulates five key parameters of good faith: substantive transparency of information, fairness of electronic consent processes, balance of bargaining power, consistency between pre-contractual representations and contract performance, and prevention of exploitative gains. This model contributes to the literature by bridging the fragmentation between positive contract law, digital regulation, and sharia principles. Practically, it offers a substantive framework for consumer protection and sharia compliance in Islamic fintech and digital marketplaces.

Keywords : *good faith; sharia electronic contracts; information transparency; consumer protection; Islamic economic law*

ABSTRAK

Perkembangan akad elektronik telah memperluas praktik transaksi syariah ke dalam ruang digital, namun kerangka hukum yang mengaturnya masih didominasi oleh pendekatan validitas formal. Dalam hukum Indonesia, KUH Perdata dan Undang-Undang Informasi dan Transaksi Elektronik (UU ITE) menekankan keabsahan kontrak berdasarkan terpenuhinya syarat formal dan pengakuan dokumen elektronik sebagai alat bukti, tanpa menyediakan instrumen yang memadai untuk menilai kualitas etis proses persetujuan. Sementara itu, hukum ekonomi syariah melalui Kompilasi Hukum Ekonomi Syariah (KHES) dan fatwa-fatwa DSN-MUI menuntut amanah, transparansi, dan keadilan substantif, tetapi belum merumuskannya dalam parameter operasional yang relevan dengan karakteristik transaksi digital. Kesenjangan inilah yang menjadi fokus utama penelitian ini. Artikel ini bertujuan untuk merekonstruksi asas iktikad baik sebagai akuntabilitas etis dan merumuskannya ke dalam model parameter yang dapat digunakan untuk menilai akad elektronik syariah. Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan konseptual, melalui analisis terhadap KUH Perdata, UU ITE, KHES, fatwa DSN-MUI, serta doktrin hukum kontrak dan hukum ekonomi syariah. Temuan penelitian menunjukkan bahwa iktikad baik perlu dipahami tidak lagi sebagai asas korektif pasca sengketa, melainkan sebagai standar akuntabilitas etis yang

bekerja sejak tahap pembentukan akad. Penelitian ini merumuskan lima parameter iktikad baik, yaitu transparansi substantif informasi, kewajaran proses persetujuan elektronik, keseimbangan posisi tawar, konsistensi antara representasi pra-kontraktual dan pelaksanaan akad, serta pencegahan keuntungan yang bersifat eksploitatif. Model ini memberikan kontribusi konseptual dengan menjembatani fragmentasi antara hukum kontrak positif, regulasi teknologi informasi, dan prinsip-prinsip syariah. Secara praktis, temuan ini berimplikasi pada penguatan perlindungan konsumen dan penyusunan kerangka kepatuhan syariah yang lebih substantif bagi fintech syariah dan marketplace digital.

Kata Kunci: *iktikad baik; akad elektronik syariah; transparansi informasi; perlindungan konsumen; hukum ekonomi syariah*

INTRODUCTION

Digitalization has fundamentally changed the way contracts are formed, executed, and enforced ¹. In Indonesia, this transformation is evident in the rapid growth of sharia-based transactions conducted through digital platforms, ranging from sharia banking applications and fintech services to online marketplaces that claim compliance with Islamic principles. These developments have normalized the use of electronic contracts in sharia transactions, replacing face-to-face agreements with digital consent, standard clauses, and increasingly automated processes ². From a legal perspective, the validity of such electronic contracts is rarely questioned. The Indonesian contract law system, through the Civil Code and the Electronic Information and Transactions Law (EIT Law), provides a relatively clear framework for recognizing electronic agreements as legally binding, as long as the formal requirements are met. In practice, when consent has been expressed electronically and legal procedures have been followed, the contract is considered valid ³. This formality-oriented approach provides legal certainty and efficiency, both of which are important in the digital commerce ecosystem.

The problem is that reliance on formal validity becomes problematic in sharia electronic contracts because procedural validity does not always reflect the honesty, fairness, and willingness of the parties. In digital transactions that are laden with standard contracts and information asymmetry, an agreement may be valid according to positive law, but still contain fraud, uncertainty, or practices that are contrary to Islamic legal ethics ⁴. As an illustration, a consumer conducts a sale and purchase transaction through a marketplace that claims to be sharia-based. All formal requirements of the electronic contract are fulfilled, but

¹ Anita Kamilah et al., “Doktrin Force Majeure Dalam Hukum Perikatan: Implikasi Terhadap Kontrak Bisnis Di Era Digital,” *Indonesian Journal of Law and Justice* 2, no. 4 (April 2025): 11, <https://doi.org/10.47134/ijlj.v2i4.3870>; Zidna Ilma Nafi’a and Ery Agus Priyono, “Perkembangan Hukum Perjanjian Di Era Digital : Tinjauan Atas Kontrak Elektronik,” *Jurnal Ilmu Hukum, Humaniora Dan Politik* 5, no. 4 (March 2025): 3327–33, <https://doi.org/10.38035/jihhp.v5i4.4452>.

² Siliwangi Siliwangi, “TRANSFORMASI HUKUM MUAMALAH DI ERA DIGITAL: ANALISIS AKAD SYARIAH PADA PLATFORM E-COMMERCE,” *Jurnal Ekonomi Dan Bisnis (EKOBIS-DA)* 6, no. 02 (August 2025), <https://doi.org/10.58791/febi.v6i02.518>.

³ Ni Luh Gede Mella Septiari and Ni Made Puspautari Ujianti, “Kekuatan Hukum Perjanjian Elektronik Dalam Perspektif KUH Perdata Dan UU ITE,” *Indonesian Journal of Law and Justice* 2, no. 4 (June 2025): 10, <https://doi.org/10.47134/ijlj.v2i4.4320>; Sigit Irianto, “Validity of Contracts in the Digital Era in Indonesia,” *International Journal of Religion* 5, no. 11 (August 2024): 5808–17, <https://doi.org/10.61707/7q34h809>.

⁴ Pristika Handayani, Dian Arianto, and Sazani Sazani, “Legality of Electronic Contracts in the Context of Good Faith Principle Application in E-Commerce Transactions within the Modern Economy: A Review Based on Wilsstheorie,” *DiH: Jurnal Ilmu Hukum*, August 2024, 211–18, <https://doi.org/10.30996/dih.v20i2.11509>; Dwi Edi Wibowo, “Consumer Protection in the Digital Era: Challenges and Solutions from an Islamic Legal Perspective,” *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 11, no. 2 (October 2024): 473, <https://doi.org/10.29300/mzn.v11i2.4752>.

at the same time, information about the condition of the goods is not conveyed completely, so that the consumer only finds out about the defect after the transaction is complete. Under positive law, the contract remains valid and binding because it fulfills the formal requirements of an agreement. However, from an Islamic law perspective, this transaction contains elements of *tadlis* and violates the principles of honesty and willingness (*tarādin*), so that good faith as an ethical obligation is not fulfilled. This illustration is clearly evident when reviewing reports of digital fraud in Indonesia, which show that by mid-2025, more than 1.2 million reports of digital fraud had been received by the Ministry of Communication and Digital Affairs ⁵. This tension reveals a structural gap between positive law and Sharia norms in the digital context. Indonesian law emphasizes the fulfillment of formal requirements and recognizes good faith as a general principle of contracts, while Islamic law places honesty (*hushn al-niyyah*), justice, and the prohibition of *gharar*, *tadlis*, and *najsh* as the main principles of transactions ⁶. The problem is not the absence of norms, but rather the lack of an operational framework capable of translating these ethical demands into the assessment of electronic contracts.

The next issue is that existing legal regulations have only partially addressed this problem. For example, the Compilation of Sharia Economic Law (KHES) established through Supreme Court Regulation (PERMA) No. 2 of 2008 does recognize good faith as a fundamental principle in contracts, but does not formulate clear parameters, especially in the context of electronic transactions ⁷. Similarly, the fatwas of the National Sharia Council–Indonesian Ulema Council (DSN-MUI) also regulate various forms of sharia digital transactions, such as electronic money, marketplaces, and dropshipping, but unfortunately only focus on the halal status and transaction structure, rather than formulating good faith as a comprehensive standard for the ethical accountability of the parties ⁸. On the other hand,

⁵ M Razi Rahman, “Indonesia Calls for Joint Action against Online Scams, Data Theft,” *Antara News*, 2025.

⁶ Muhammad Haris Abdul Hakim, Nur Aziz Muslim, and Aminatur Rosidah, “Transformasi Asas Hukum Perjanjian Konvensional Melalui Integrasi Nilai-Nilai Syariah,” *Jejak Digital: Jurnal Ilmiah Multidisiplin* 1, no. 4 (June 2025): 1465–76, <https://doi.org/10.63822/sprg8r44>; Muhammad Harfin Zuhdi, “Prinsip-Prinsip Akad Dalam Transaksi Ekonomi Islam,” *IQTISHADUNA* 8, no. 1 (June 2017): 78–115, <https://doi.org/10.20414/iqtishaduna.v8i1.403>.

⁷ Nurjamil Nurjamil, “The Existence and Development of Compilation of Sharia Economic Law (KHES) and Its Urgency in Resolving Sharia Economic Law Disputes in Indonesia,” *Ipsa Jure* 1, no. 3 (May 2024): 15–27, <https://doi.org/10.62872/42056d19>; Halima Tus Sa’diyah et al., “Sejarah Dan Kedudukan Kompilasi Hukum Ekonomi Syariah Dalam Peraturan Mahkamah Agung Nomor 2 Tahun 2008 Di Indonesia,” *Al-Huquq: Journal of Indonesian Islamic Economic Law* 3, no. 1 (July 2021): 96–118, <https://doi.org/10.19105/alhuquq.v3i1.3460>.

⁸ Randhy Nugroho and Ely Nurhayati, “E-Commerce and Ethical Business Practices: The Role of DSN-MUI Fatwa,” *Share: Jurnal Ekonomi Dan Keuangan Islam* 14, no. 1 (May 2025): 67–89, <https://doi.org/10.22373/share.v14i1.23296>; Lutfi Chakim, Nur Hidayah, and Hasanudin Hasanudin,

various previous studies have discussed good faith in contract law⁹, the legality of electronic transactions¹⁰, as well as sharia compliance in digital commerce and the like¹¹. However, most of these studies still place good faith as a doctrinal norm or formal requirement, without elaborating on its role as an evaluative instrument for ethical behavior in sharia electronic contracts. As a result, questions about how good faith should operate beyond formal legal validity in digital sharia transactions still receive relatively little attention.

Referring to the issues that have been mapped out, I argue that the assessment of sharia electronic contracts in the Indonesian legal system needs to move beyond formal validity towards ethical accountability. Therefore, by analyzing the interaction between the

“FATWA, AUTHORITY, AND DIGITAL TRADE: A Critical Legal-Discursive Analysis of Dropshipping Rulings in Indonesia and Egypt,” *Jurisdictie: Jurnal Hukum Dan Syariah* 16, no. 1 (July 2025): 124–65, <https://doi.org/10.18860/j.v16i1.31882>; Siliwangi, “TRANSFORMASI HUKUM MUAMALAH DI ERA DIGITAL: ANALISIS AKAD SYARIAH PADA PLATFORM E-COMMERCE.”

⁹ Ery Agus Priyono, “PERANAN ASAS ITIKAD BAIK DALAM KONTRAK BAKU (Upaya Menjaga Keseimbangan Bagi Para Pihak),” *Diponegoro Private Law Review* 1, no. 1 (June 2017); Miftah Arifin, “MEMBANGUN KONSEP IDEAL PENERAPAN ASAS IKTIKAD BAIK DALAM HUKUM PERJANJIAN,” *Jurnal Ius Constituendum* 5, no. 1 (May 2020): 66–82, <https://doi.org/10.26623/jic.v5i1.2119>; Huala Adolf, “Prinsip Itikad Baik (Good Faith) Dalam Hukum Kontrak,” *BANI Arbitration and Law Journal* 1, no. 1 (October 2024): 26–42, <https://doi.org/10.63400/balj.v1i1.3>; Ardiana Hidayah, “Asas Iktikad Baik Dalam Kontrak Elektronik,” *Solusi* 19, no. 2 (2021): 155–64; Niru Anita Sinaga, “PERANAN ASAS ITIKAD BAIK DALAM MEWUJUDKAN KEADILAN PARA PIHAK DALAM PERJANJIAN,” *JURNAL ILMIAH M-PROGRESS* 8, no. 1 (May 2021), <https://doi.org/10.35968/m-pu.v8i1.186>.

¹⁰ Nadia Florensia Tarigan and Dewa Ayu Dian Sawitri, “Legalitas Hukum Pembuatan Kontrak Kerja Sama Di Bidang Perdagangan Yang Dilakukan Secara Digital,” *Jurnal Media Akademik (JMA)* 3, no. 10 (2025); Cristien Latidi, “Juridic Review of the Implementation of the Principle of Good Faith in Online Buying Transactions,” *Estudiante Law Journal* 3, no. 3 (February 2023): 333–44, <https://doi.org/10.33756/eslaj.v3i3.13428>; Nurjana Lahangatubun and Andi Mulyono, “Public Trust and the Legal Validity of Electronic Signatures in Indonesia,” *JHHK* 7, no. 1 (June 2025): 499–516, <https://doi.org/10.46924/jihk.v7i1.311>; Nurharsya Khaer Hanafie et al., “Contemporary Agreement Law Discussing Electronic Agreements in Electronic Media Transactions on The Aspect of Their Legitimacy,” ed. J T Collins, R W Carter, and N Scott, *SHS Web of Conferences* 149 (November 2022): 3006, <https://doi.org/10.1051/shsconf/202214903006>; Febrihadi Suparidho and Septira Putri Mulyana, “The Validity of Electronic Agreements in the Perspective of Indonesian Civil Law,” *International Journal of Health, Economics, and Social Sciences (IJHESS)* 7, no. 2 (2025): 749–53, <https://doi.org/10.56338/ijhess.v7i4.9023>; Dina Berliana, Reka Dewantara, and Yenny Eta Widyanti, “Can Smart Contracts Have a Legality Valid in Indonesia?,” *International Journal of Business, Law, and Education* 6, no. 1 (June 2025): 895–911, <https://doi.org/10.56442/ijble.v6i1.1079>; Dewi Arnita Sari, “Transaction Agreements Through Internet Media Electronic Systems (E-Commerce) in the Perspective of Civil Law and Islamic Law,” *Al-Bayyinah* 6, no. 2 (2022): 175–86, <https://doi.org/10.30863/al-bayyinah.v6i2.3204>; Iftinaity Shaumi Rahma et al., “Indonesian Legal Protection for Consumers on the Validity of Electronic Contracts in the E-Commerce Transactions,” *Yuridika* 37, no. 3 (2022): 697–714, <https://doi.org/10.20473/ydk.v37i3.36976>.

¹¹ Mohd Zulkifli Muhammad et al., “Shariah-Compliant E-Payment Framework in Malaysia: Integrating Fiqh, Digital Security and Regulatory Governance,” *Journal of Fatwa Management and Research* 30, no. 2 (May 2025): 34–54, <https://doi.org/10.33102/jfatwa.vol30no2.638>; Mohammed Bashir Ribadu and Wan Nurhayati Wan Ab. Rahman, “An Integrated Approach towards Sharia Compliance E-Commerce Trust,” *Applied Computing and Informatics* 15, no. 1 (January 2019): 1–6, <https://doi.org/10.1016/j.aci.2017.09.002>; Aqmar Syahrudin, Husni Mubarak, and Kamaluddin Ahmad, “Islamic Guidelines for Digital Commerce: Fatwa MUI No. 146 and Its Impact on Indonesia’s E-Commerce Ecosystem,” *PAREWASA SARAQ: JOURNAL OF ISLAMIC LAW AND FATWA REVIEW* 3, no. 1 (May 2024): 35–45, <https://doi.org/10.64016/parewasaraq.v3i1.35>; Faizi Faizi et al., “Ensuring Shariah Compliance in the Fintech: A Comprehensive Analysis from Indonesia,” *Qualitative Research in Financial Markets*, October 2025, 1–31, <https://doi.org/10.1108/QRFM-05-2025-0129>.

Civil Code, the Electronic Information and Transactions Law, the Sharia Economic Law, and the fatwa of the Indonesian Ulema Council's Sharia Economics Council, this study aims to reconceptualize good faith as a normative bridge between positive law and Islamic ethical principles. Rather than being understood solely as an abstract legal doctrine, good faith in this article is positioned as a substantive standard for assessing the fairness, transparency, and responsibility of the parties in sharia electronic contracts. Conceptually, this study contributes by offering a new reading of good faith that does not stop at procedural compliance but emphasizes it as a form of ethical accountability in the context of sharia digital transactions. Normatively, this article shows how the fragmentation of regulations between national contract law and sharia economic law can be bridged through good faith as an integrative principle. Meanwhile, in practical terms, the findings of this study provide an evaluative framework that can be used to assess the behavior of parties in sharia electronic.

RESEARCH METHOD

This study is a normative legal study¹², which focuses on doctrinal analysis of the regulation of sharia electronic contracts in Indonesia. This approach was chosen because the issue being studied is normative in nature, namely the tension between the formal validity of electronic contracts and the demands of ethical accountability in sharia law. This study also uses a statute approach and a conceptual approach¹³. The statutory approach is carried out through a review of the Civil Code, the Electronic Information and Transaction Law (EIT Law), and the Compilation of Sharia Economic Law (KHES). The conceptual approach is used to analyze the concept of good faith in civil law and Islamic law, including the principles of Sharia ethics as reflected in the fatwas of the National Sharia Council–Indonesian Ulema Council (DSN-MUI). The legal analysis in this study was conducted through a layered interpretive framework. Grammatical interpretation was used to understand the normative meaning of good faith in relevant legislation. Systematic interpretation was applied to place the principle of good faith within the overall national contract law system and its relationship with Sharia law. The legal materials used consisted of primary and secondary legal materials. Primary legal materials included the Civil Code, the Electronic Information and Transactions

¹² Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (CV. Rajawali, 1986).

¹³ Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi* (Prenada Media, 2017); Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (Jakarta: Rajawali Pers, 2006); Kenneth Einar Himma, "Conceptual Jurisprudence: An Introduction to Conceptual Analysis and Methodology in Legal Theory," *Revus*, no. 26 (December 2015): 6592, <https://doi.org/10.4000/revus.3351>; John M Kernochan, "Statutory Interpretation: An Outline of Method," *Dalhousie Law Journal* 3, no. 2 (1976): 333–66.

Law, the KHES, and DSN-MUI fatwas relevant to sharia electronic transactions. Secondary legal materials include academic literature in the form of books and journal articles discussing contract law, good faith, and sharia economic law. All legal materials are analyzed qualitatively through normative legal reasoning to develop arguments regarding good faith as a standard of ethical accountability in sharia electronic contracts.

FORMAL VALIDITY OF SHARIA ELECTRONIC CONTRACTS AND THEIR LIMITATIONS IN INDONESIAN LAW

In Indonesian law, the validity of an agreement, including agreements made through electronic media, can be determined by referring to the general regime of contract law. Article 1320 of the Civil Code stipulates four conditions for a valid agreement, namely the existence of an agreement between the parties, the capacity to make a contract, a specific object, and a cause that is not prohibited¹⁴. This formulation shows that contract law places validity on the fulfillment of minimum formal elements, without first assessing the ethical quality of the process of forming the agreement. Furthermore, this approach is reaffirmed through Article 1338 paragraph (1) of the Civil Code, which states that every agreement made legally is valid as a law for the parties¹⁵. This means that as long as the requirements of Article 1320 are met, the contract obtains full binding force and falls within the autonomy of the parties. In this framework, the validity of a contract is understood as a matter of legal enforceability, not as an assessment of the balance of positions or substantive justice in contractual relationships¹⁶. In addition, the use of electronic means does not change this basic structure. The Electronic Information and Transactions Law recognizes electronic contracts as agreements made through electronic systems and places electronic information and documents as valid legal evidence¹⁷. Furthermore, Article 18 paragraph (1) of the ITE Law emphasizes that electronic contracts are binding on the parties as long as they meet the valid

¹⁴ Desi Syamsiah, "Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari Pasal 1320 KUHperdata Tentang Syarat Sah Perjanjian," *Jurnal Inovasi Penelitian* 2, no. 1 (2021): 327–32, <https://doi.org/10.47492/jip.v2i1.1443>.

¹⁵ Bella Thalia Akay, "Sahnya Suatu Perjanjian Yang Diatur Dalam Pasal 1320 Dan Pasal 1338 Kitab Undang-Undang Hukum Perdata," *Lex Privatum* 7, no. 3 (2019): 62–69.

¹⁶ Michel Rosenfeld, "Contract and Justice: The Relation between Classical Contract Law and Social Contract Theory," *Iowa L. Rev* 70 (1984).

¹⁷ Septiari and Ujianti, "Kekuatan Hukum Perjanjian Elektronik Dalam Perspektif KUH Perdata Dan UU ITE."

requirements for agreements as stipulated in Article 1320 of the Civil Code¹⁸. This provision shows that the ITE Law does not establish a separate contractual regime, but rather integrates digital transactions into the existing legal framework for agreements.

Unfortunately, this formalistic approach has begun to show its limitations when applied to digital transactions. In many electronic transactions, agreements are made through standard contracts, with very limited room for negotiation and an imbalance of information. This is in line with various studies that confirm that standard consumer contracts are drafted unilaterally by businesses and presented without room for negotiation, so that consumers have practically no bargaining power¹⁹. Prematura et al.²⁰ show that consumers ultimately “are forced to agree” to the terms of the contract, including clauses that are potentially burdensome.. Atsetya et al.²¹ also criticize the existing legal framework for being simplistic and failing to address these inequalities, particularly due to the difficulty of accessing contract information and the incompleteness and lack of clarity of such information, forcing consumers to accept the terms set by businesses in order to obtain digital services. In such situations, consent may be legally valid, but it does not always reflect adequate understanding or genuine willingness. In addition, positive law still considers such contracts to be binding because the measure used is the existence of consent, not the quality of the consent itself. It is at this point that the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code becomes relevant. Indeed, in Indonesian contract law doctrine, the relationship between the principle of freedom of contract (*contractsvrijheid*) and the principle of good faith (*goede trouw*) has never been monolithic. The classical view, influenced by liberalism and the doctrine of autonomy of will (*wilsautonomie*), places freedom of contract as the basis for the legitimacy of an agreement, so that as long as the requirements for a valid agreement as formulated in Article 1320 of the Civil Code are met, the contract must be honored based on the principle of *pacta sunt servanda* and treated as law for the parties²². In

¹⁸ Ika Atikah, “PENGATURAN HUKUM TRANSAKSI JUAL BELI ONLINE (E-COMMERCE) DI ERA TEKNOLOGI,” *MUAMALATUNA* 10, no. 2 (May 2019): 1, <https://doi.org/10.37035/mua.v10i2.1811>.

¹⁹ Kristin B Cornelius, “Zombie Contracts, Dark Patterns of Design, and ‘documentisation’,” *Internet Policy Review* 8, no. 2 (June 2019), <https://doi.org/10.14763/2019.2.1412>.

²⁰ “Consumer Protection Against Standard Clauses in Business Transactions Through E-Commerce,” *Pena Justisia: Media Komunikasi Dan Kajian Hukum* 21, no. 2 (January 2023), <https://doi.org/10.31941/pj.v21i2.2709>.

²¹ “PERLINDUNGAN PARA PIHAK DALAM PERDAGANGAN SECARA ELEKTRONIK,” *NOTARIUS* 13, no. 2 (August 2020): 655–66, <https://doi.org/10.14710/nts.v13i2.31086>.

²² R Subekti, *Hukum Perjanjian (1984)* (Jakarta: Intermasa, 2008); Mariam Darus Badruzaman, *Kompilasi Hukum Perikatan: Dalam Rangka Memperingati Memasuki Masa Purna Bakti Usia 70 Tahun* (Bandung: Citra Aditya Bakti, 2001).

this construction, good faith is understood restrictively as an obligation at the stage of contract implementation (*uitvoering*), not as an instrument for assessing the formation phase (*vorming*) of the agreement. However, developments in doctrine show a significant paradigmatic shift. A number of scholars assert that good faith has a corrective function from the pre-contractual phase, especially to overcome inequality of bargaining power, abuse of circumstances, and the dominance of standard contracts that have the potential to harm weaker parties²³. This approach expands the judge's discretion to not only assess the existence of consensus (*consensus ad idem*), but also the fairness and propriety (*redelijkheid en billijkheid*) of the process by which the agreement was reached, even to the extent of correcting or limiting the content of the contract if it is proven to be contrary to substantive justice²⁴.

This tension becomes even more apparent in the context of electronic contracts formed through click-wrap or browse-wrap mechanisms,²⁵ with minimal negotiation and a high degree of information asymmetry. A number of studies show that electronic contracts often systematically disadvantage consumers. Clapperton & Corones²⁶ note that consumers generally agree to contracts without reading the terms thoroughly, while Gillette et al.²⁷ attribute this to cognitive limitations or rational considerations. Kamantauskas²⁸ asserts that browse-wrap agreements are often not truly formed because users are unaware of the terms they are deemed to have agreed to. Oakley²⁹ argues that existing legal standards, such as unconscionability, are inadequate to protect consumers in this context. From a sharia economic law perspective, this issue is even more complex because the validity of a contract

²³ Ridwan Khairandy, *Iktikad Baik Dalam Kebebasan Berkontrak* (Jakarta: Universitas Indonesia (UI Press), 2003); Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas Dalam Kontrak Komersial*, 4th ed. (Jakarta: Kencana, 2014).

²⁴ Asikin Kusuma Atmadja, "Pembatasan Rentenir Sebagai Perwujudan Pemerataan Keadilan," *Varia Peradilan* 2, no. 27 (1987); Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia*, 4th ed. (Yogyakarta: Liberty, 1993).

²⁵ A click-wrap agreement is a form of electronic contract that requires affirmative action by the user, such as clicking the "I agree" button, as a form of explicit consent to the terms and conditions of the contract. This model is generally considered to be legally stronger due to the presence of express assent (see Michael A. Eisenberg, *Foundational Principles of Contract Law*, Oxford University Press, 2018; Robert A. Hillman, "Online Consumer Standard-Form Contracting Practices: A Survey and Discussion of Legal Implications," *Cornell Law Review*, Vol. 94 No. 2, 2009). In contrast, browse-wrap agreements bind users based on their use of the website without affirmative consent, with the terms and conditions usually placed via less prominent links. The validity of this model is often questioned due to the weakness of evidence of adequate notification to users (see *Specht v. Netscape Communications Corp.*, 306 F.3d 17 (2d Cir. 2002)).

²⁶ "Unfair Terms in 'Clickwrap' and Other Electronic Contracts," *Australian Business Law Review* 35 (2007): 152.

²⁷ "Pre-Approved Contracts for Internet Commerce," *Houston Law Review* 42, no. 2 (2005).

²⁸ "Formation of Click-Wrap and Browse-Wrap Contracts," *Law Review* 12, no. 1 (2015): 51–88, <https://doi.org/10.7220/2029-4239.12.1.3>.

²⁹ "Fairness in Electronic Contracting Minimum Standards for Non-Negotiated Contracts," *Social Science Research Network*, 2006.

is not only determined by the existence of formal consensus, but also by the fulfillment of ethical principles as formulated in Article 21 of the Compilation of Sharia Economic Law, such as voluntariness (*ikhtiyari*), trust (*amanah*), transparency, and good faith³⁰. Thus, a contract that is procedurally valid may not necessarily be acceptable from a normative perspective in Sharia law. At the same time, KHES, in this case, has not provided a detailed explanation of the application of these principles in information technology-based transactions. Ultimately, this void was responded to through DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021, which more concretely sets standards for online transaction practices based on sharia principles. This fatwa emphasizes the requirement for a clear and understandable contract agreement, prohibits fraud, manipulation of demand, and concealment of defects in goods, and requires transparency of information regarding the object, price, costs, and time of delivery. Based on the overall dynamics of these regulations, the formal validity of electronic contracts in Indonesian law is an important prerequisite, but it is not sufficient for sharia contracts. The Civil Code and the ITE Law ensure the validity and binding force of contracts, but do not directly assess the quality of the approval process in terms of honesty, transparency, and willingness. In this context, the principle of good faith serves as a normative bridge that allows the assessment of electronic contracts to be based not only on procedural compliance, but also on the ethical responsibilities of the parties as required by Islamic law.

Fragmentation of Good Faith Regulations: Civil Code, ITE Law, and KHES

In this session, I reiterate that the limitations of formal validity discussed earlier indicate that the main issue is not the absence of the principle of good faith, but rather the way this principle is formulated and operationalized in various legal regimes. To that end, this section explores how good faith is positioned in the Civil Code, the ITE Law, and the Compilation of Sharia Economic Law to demonstrate the fragmentation of regulations in the context of sharia electronic contracts.

First, in the Civil Code, good faith is formulated briefly and openly through Article 1338 paragraph (3), which states that agreements must be carried out in good faith. However, this formulation is not accompanied by a concrete definition, indicators, or parameters, so

³⁰ Bahtiar Effendi, "ASAS AKAD EKONOMI ISLAM PERSPEKTIF KHES (KOMPILASI HUKUM EKONOMI SYARIAH)," *Jurnal AlwatziKhoebillah : Kajian Islam, Pendidikan, Ekonomi, Humaniora* 8, no. 2 (December 2022): 70–81, <https://doi.org/10.37567/alwatziKhoebillah.v8i2.1475>.

that doctrinally it is understood as an open norm. Consequently, the operationalization of good faith is highly dependent on the judge's interpretation, whether through an assessment of propriety, custom, or the sense of justice that exists in society. The nature of such a norm allows for flexibility, but at the same time creates legal uncertainty, especially when applied to technological and massive transactions. The Civil Code was also not designed to respond to the characteristics of digital transactions, such as standard contracts, non-face-to-face interactions, and instant agreement formation, so that good faith in this framework tends to work retrospectively through dispute resolution mechanisms, rather than as a preventive standard in the formation of electronic contracts. As several previous studies have stated, Article 1338 paragraph (3) of the Civil Code was deliberately formulated as an open norm without a clear definition, so that its interpretation is highly dependent on the discretion of the judge ³¹. In global literature, although it provides space for assessments of propriety and social justice, this approach also raises legal uncertainty ³². In addition, this formulation faces difficulties in responding to the characteristics of modern digital transactions, such as standard contracts and non-face-to-face interactions³³, so that the principle of good faith functions more as a retrospective dispute resolution mechanism than as a preventive standard in electronic contracts ³⁴.

Second, meanwhile, the Electronic Information and Transactions Law introduce good faith in a different context. Article 3 of the EIT Law places good faith as one of the principles in the use of information technology, alongside the principles of legal certainty and benefit. However, good faith in the ITE Law is instrumental in nature, aimed at ensuring the responsible use of electronic systems and preventing abuse. This regulation does not directly address contractual relations between parties, let alone the ethical dimensions of the consent formation process. The ITE Law also does not recognize normative categories specific to Islamic law, such as *gharar*, *tadlis*, or *najsh*, so it does not provide a conceptual framework for assessing the quality of honesty, openness, and willingness in sharia electronic contracts.

³¹ Hendra Banaba, Tri Susilowati, and Hono Sejati, "Legal Gap in Legal Protection for Aggrieved Parties at the Precontractual Stage," *Indonesian Journal of Multidisciplinary Science* 4, no. 2 (November 2024): 73–80, <https://doi.org/10.55324/ijoms.v4i2.1028>.

³² Adrián Schopf Olea, "LA BUENA FE CONTRACTUAL COMO NORMA JURÍDICA," *Revista Chilena de Derecho Privado*, no. 31 (December 2018): 109–53, <https://doi.org/10.4067/S0718-80722018000200109>.

³³ Elena Arapu, "COMPLIANCE WITH THE PRINCIPLE OF GOOD FAITH IN THE CONTEXT OF THE DIGITALIZATION OF LEGAL DOCUMENTS," in *Digitalization of Legal Deeds in the Context of the Modernization of Public Services* (Moldova State University, 2024), 27–34, <https://doi.org/10.59295/daj2022.03>.

³⁴ A A Volos, "Difficulties in Principle of Good Faith Implementation in the Conditions of Digitalization of Civil Turnover," *Lex Russica* 76, no. 6 (June 2023): 128–37, <https://doi.org/10.17803/1729-5920.2023.199.6.128-137>.

Thus, although the ITE Law recognizes the validity of electronic contracts, it does not offer substantive standards for assessing good faith in legal relationships with ethical and religious nuances. This is in line with previous literature, which states that although the ITE Law recognizes good faith as a principle, its regulations are procedural and instrumental in nature and therefore unable to assess the ethical quality of electronic contracts, especially those based on sharia, because they do not accommodate concepts such as *gharar*, *tadlis*, and *najsh*³⁵.

Third, unlike the two regimes mentioned above, the Compilation of Sharia Economic Law places good faith as part of the normative and ethical principles of contracts. Article 21 of the KHES explicitly includes good faith along with other principles such as voluntariness (*ikhtiyari*), trustworthiness, prudence, transparency, equality, and lawful cause. This formulation shows that, from a sharia perspective, good faith not only functions as a legal principle but also as a moral obligation aimed at upholding public interest and preventing harmful practices. However, the KHES does not provide operational details on how these principles are applied in information technology-based transactions. In addition, KHES is not systematically designed to be integrated with the Civil Code and the ITE Law, so that its position is often normative-ideal without clear implementation mechanisms in the context of electronic contracts. As stated by Asmarini & Rahmatullah ³⁶ the compilation still has significant limitations because it does not provide clear operational guidelines for the application of these principles in information technology-based transactions. Therefore, this fragmentation of regulations has resulted in a situation where good faith is recognized normatively in various legal regimes, but operates under different and unconnected logics. The Civil Code places it as an open norm that depends on the judge's assessment, the ITE Law understands it instrumentally in the use of technology, while the KHES positions it as an ethical principle that has not been operationalized. This lack of integration explains why good faith has not yet functioned effectively as a substantive standard in assessing sharia electronic contracts, while also forming the basis for the need to reconceptualize good faith as a form of ethical accountability capable of bridging positive law and sharia principles.

³⁵ Finna Nazran and Fitri Yanni Dewi Siregar, "Realizing People's Welfare in Economic Globalization, Perspective of the Law on Information and Electronic Transactions," *Veteran Law Review* 5, no. 1 (May 2022): 1, <https://doi.org/10.35586/velrev.v5i1.4028>.

³⁶ "UTILIZATION OF BLOCKCHAIN TECHNOLOGY IN THE ECONOMIC SECTOR: A COMPILATION OF SHARIA ECONOMIC LAW PERSPECTIVES," *Tadayun: Jurnal Hukum Ekonomi Syariah* 5, no. 1 (June 2024): 115–40, <https://doi.org/10.24239/tadayun.v5i1.311>.

Good Faith as Ethical Accountability: Integration of Sharia Principles and Modern Good Faith

The limitations of the formal validity of electronic contracts as described in the previous section, as well as the fragmentation of good faith regulations in the Civil Code, the Electronic Information and Transactions Law, and the Compilation of Sharia Economic Law, indicate that the main problem in assessing Sharia electronic contracts does not lie in the absence of legal norms, but rather in the absence of an integrated conceptual framework capable of bridging formal legal certainty with the ethical demands inherent in Sharia-based transactions. In this context, good faith needs to be reconstructed not merely as a corrective legal principle, but as ethical accountability that operates from the formation to the execution of the contract. In Islamic legal tradition, contracts (*'aqd*) have never been understood as morally neutral contractual relationships. The Qur'anic command “*awfū bil-'uqūd*” places the fulfillment of contracts as an ethical and religious obligation that demands honesty, openness, and protection of parties in a weak position³⁷. Therefore, fundamental principles such as the prohibition of usury and *gharar* indicate that Sharia law not only assesses the procedural validity of a contract, but also the moral quality of the exchange process that gave rise to it. A contract that formally fulfills the elements of consensus can lose its normative legitimacy if it is built on uncertainty, manipulation of information, or exploitative gains. Thus, good faith in Islamic law is substantive and preventive in nature, as it serves to prevent the creation of contracts that are formally valid but ethically flawed.

Conversely, as shown in the discussion on regulatory fragmentation, Indonesian civil law tends to place good faith within a corrective framework through Article 1338 paragraph (3) of the Civil Code. In practice, good faith operates primarily as an open norm that is activated through the judge's assessment at the stage of contract enforcement or dispute resolution. Doctrinal studies show that the main function of good faith in the civil law tradition is to balance contractual freedom with propriety and fairness, especially when formal compliance with contractual clauses results in inequality or abuse of rights³⁸. However, this approach is retrospective and highly dependent on judicial discretion, making it less effective in responding to the characteristics of electronic contracts, which are formed instantly, standardized, and fraught with information asymmetry. At the same time, recent

³⁷ Noor Mohammed, “Principles of Islamic Contract Law,” *Journal of Law and Religion by Cambridge University Press* 6, no. 1 (1988): 115–30.

³⁸ Asiroht Can Sauli Sibarani, “The Application of the Principle of Good Faith in Business Contracts: A Civil Law Perspective,” *Edusoshum: Journal of Islamic Education and Social Humanities* 4, no. 3 (2024): 305–13, <https://doi.org/10.52366/edusoshum.v4i3.124>.

developments in good faith in modern contract law, particularly in the context of international business, show a tendency to expand the function of good faith from a mere obligation of performance to a standard of conduct that encompasses the pre-contractual stage, interpretation, and contract adjustment. Good faith has come to be understood as a principle that demands loyalty to the purpose of the contract, openness of information, and prohibition of opportunistic behavior that does not formally violate the agreement but undermines trust and relational justice³⁹. This development shows a conceptual convergence with the principles of Sharia, even though the two originate from different sources of legitimacy.

Based on this comparison, good faith in the context of sharia electronic contracts needs to be understood as ethical accountability, which is a standard of responsibility that not only assesses whether a contract is legally valid and binding, but also whether the process of its formation is morally accountable. Ethical accountability requires the parties to be responsible for the quality of honesty, transparency, and willingness in the approval process, not merely for the formal fulfillment of contractual obligations. Within the framework of positive law, a violation of good faith does not automatically invalidate the formal validity of the contract as long as the requirements of Article 1320 of the Civil Code are met. However, the doctrine of contract law recognizes that good faith can serve as a basis for correction of the implementation, and even the content of the contract, when formal compliance with the terms of the agreement results in substantive injustice or abuse of circumstances⁴⁰. Thus, the distinction between a contract that is procedurally valid and a contract that is normatively defensible becomes relevant.

From the perspective of Islamic economic law, this distinction is even more pronounced. The validity of a contract is not only measured by the fulfillment of formal requirements and conditions, but also by the conformity of the contract formation process with ethical principles such as trust, transparency, and good faith as formulated in Article 21 of the Compilation of Islamic Economic Law. An electronic contract that is legally declared valid can lose its normative legitimacy if it contains elements of *tadlis* (fraud), *najsh* (manipulation of demand), or ambiguity in the object and price that causes *gharar*. This position is consistent with the basic character of Islamic contract law, which was designed

³⁹ Muhammad Khan et al., "Good Faith Principles in Islamic Contract Law: A Comparative Study with Western Contract Law," *Korea International Trade Research Institute* 15, no. 6 (2019): 143–59, <https://doi.org/10.16980/jitc.15.6.201912.143>.

⁴⁰ Subekti, *Hukum Perjanjian* (1984); Mertokusumo, *Hukum Acara Perdata Indonesia*.

from the outset to prevent structural exploitation and information asymmetry in economic exchanges ⁴¹. Therefore, conceptualizing good faith as ethical accountability is not intended to open up space for uncontrolled moral subjectivity or weaken legal certainty. In the civil law tradition, good faith is limited by measures of propriety, custom, and objective rationality, so that it does not depend on the personal moral judgment of the judge ⁴². Therefore, the ethical accountability referred to in this study must be understood as a form of institutionalized ethics, namely behavioral standards that can be tested through rational indicators such as information disclosure, balance of bargaining positions, and consistency of behavior of the parties throughout the contractual process.

In the practice of electronic contracts, this standard is relevant, for example, in the use of click-wrap standard contracts on trading or Islamic financing platforms. Consent given through a single click may satisfy the formal consensus requirement, but it does not necessarily reflect adequate understanding if information about the subject matter of the contract, risks, or legal consequences is presented disproportionately or is difficult to access. In such situations, good faith as ethical accountability serves as a parameter for assessing whether electronic system operators have fulfilled their ethical obligations to act honestly, transparently, and not take advantage of users' ignorance. This approach is in line with the development of modern good faith, which emphasizes the prohibition of opportunistic behavior that is formally valid but undermines trust and relational justice in contracts ⁴³. Thus, placing good faith as ethical accountability not only addresses the fragmentation of regulations identified in the previous section but also provides a normative basis for assessing Sharia electronic contracts more comprehensively. Good faith functions not as a substitute for the validity requirements of an agreement, but as a substantive standard that complements formal validity with moral accountability, thereby bridging positive contract law, information technology regulations, and the basic principles of Islamic economic law.

The Good Faith Parameter Model in Sharia Electronic Contracts and Its Implications for Consumer Protection

The good faith parameter model as ethical accountability proposed in this study is intended to translate the normative concept of good faith—as discussed in Subchapters 1

⁴¹ Mohammed, “Principles of Islamic Contract Law.”

⁴² Sibarani, “The Application of the Principle of Good Faith in Business Contracts: A Civil Law Perspective.”

⁴³ Khan et al., “Good Faith Principles in Islamic Contract Law: A Comparative Study with Western Contract Law.”

and 2—into a more operational assessment framework for sharia electronic contracts. The need for this model stems from the fact that Indonesian positive law still assesses the validity of contracts, including electronic contracts, primarily through the fulfillment of the formal requirements of Article 1320 of the Civil Code and the recognition of their binding force as emphasized in Article 1338 paragraph (1). The Electronic Information and Transactions Law then extends this recognition into the digital realm by emphasizing that electronic contracts are binding on the parties as long as they fulfill the requirements for a valid agreement. However, as previously indicated, this approach does not yet provide adequate instruments for assessing the ethical quality of the consent process, particularly in electronic transactions that are standardized, instantaneous, and characterized by information asymmetry. In this context, the parameter of good faith is not intended to replace the formal validity regime of the Civil Code or the evidentiary framework of the ITE Law, but rather to complement and limit its normative effect with substantive standards rooted in Islamic economic law as formulated in the Compilation of Islamic Economic Law and the fatwas of the DSN-MUI. In other words, this model operates in areas where positive law has recognized the validity of contracts but has not yet provided sufficient testing tools to determine whether such contracts are normatively defensible from a sharia perspective. This is where good faith is positioned not merely as a corrective principle after a dispute, but as ethical accountability that is binding from the stage of contract formation, as explained in Figure 1 below.

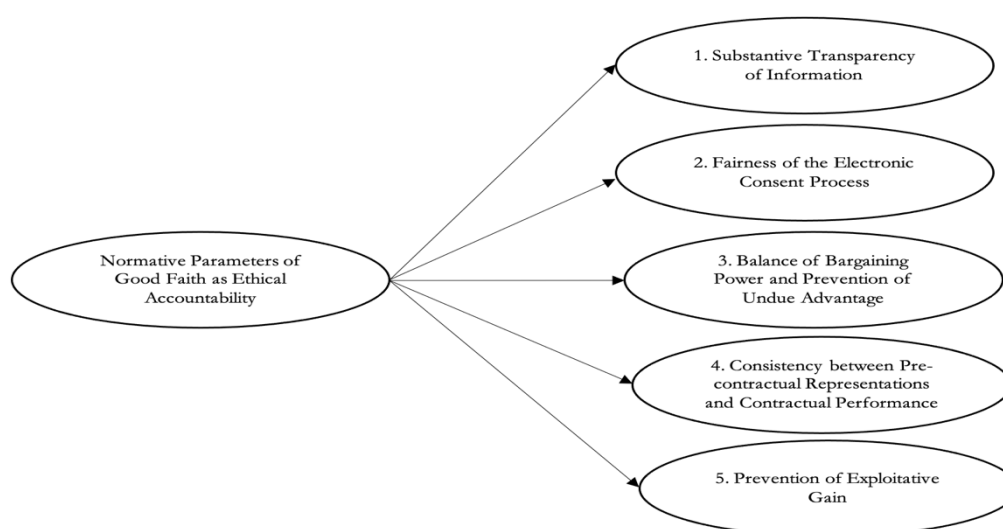


Figure 1. Ethical Accountability Model of Good Faith in Sharia Electronic Contracts

Source: Authors compilation

The first parameter, substantive transparency of information, directly tests the limitations of the formal approach in the Civil Code and the ITE Law. Article 1320 of the Civil Code does not require disclosure of information as a valid element of an agreement, while the ITE Law emphasizes the validity of electronic information as evidence. The combination of these two regimes allows for the creation of legally valid electronic contracts even though information about the object of the contract, price, risks, or additional costs is conveyed minimally, hidden, or difficult to understand. From a sharia economic law perspective, this condition is unacceptable because Article 21 of the KHES explicitly requires trust, transparency, and good faith as the basis of a contract. This obligation is reinforced in various DSN-MUI fatwas related to online transactions that emphasize the clarity of the *sigbat*, the object of the contract, and the prohibition of fraud and concealment of defects. Therefore, the parameter of substantive transparency serves as a normative test to assess whether electronic contracts that are valid according to the Civil Code and the ITE Law also meet the standards of openness required by Sharia law. The second parameter, the fairness of the electronic approval process, is aimed at assessing the quality of the consensus process, not merely its existence. In classical contract law, consensus is understood as a meeting of the relatively equal wills of the parties. This assumption becomes problematic in electronic transactions formed through click-wrap or browse-wrap mechanisms, where consent is often obtained instantly and without adequate reflection. Although the Civil Code still considers such consent to be valid as long as there is no defect of will in the narrow sense, Islamic economic law views willingness (*ikhtiyār*) as a principle that cannot be separated from the manner in which consent is obtained. This parameter thus assesses whether the electronic consent mechanism has met the requirements of good faith as referred to in Article 1338 paragraph (3) of the Civil Code, while also being in line with the principles of voluntariness and prudence in Article 21 of the KHES.

The third parameter, balance of bargaining power and prevention of abuse of circumstances, stems from the realistic recognition that standard contracts are a key feature of electronic transactions. The Civil Code does not prohibit standard contracts, but doctrine and jurisprudence have long used good faith and propriety as the basis for correcting unfair clauses. In the context of Islamic economic law, bargaining power imbalance becomes even more problematic when it is exploited to transfer risk disproportionately to consumers. DSN-MUI fatwas consistently reject practices that contain elements of coercion, injustice, or manipulation against weaker parties. This parameter allows for an assessment of whether

a formally valid electronic contract also reflects a normatively accountable balance, or whether it reproduces structural injustice. The fourth parameter, consistency between pre-contractual representation and contract execution, fills a gap in assessment that is often overlooked in electronic contracts. The Civil Code and the Electronic Information and Transactions Law tend to focus on the text of the contract, while in digital practice consumer expectations are shaped more by promotional material, platform descriptions, or claims of sharia compliance. From the perspective of good faith as ethical accountability, systematic inconsistencies between pre-contractual representations and contract performance cannot be viewed as merely a marketing issue, but rather as a violation of the principles of honesty and openness. This principle is in line with the prohibition of *tadlis* in Islamic law and the DSN-MUI's emphasis that honesty must be inherent in the entire transaction process, not just at the time the contract is signed.

The fifth parameter, the prevention of exploitative profits, is the clearest point of convergence between the objectives of Islamic economic law and criticism of the formal approach to contract law. The Civil Code does not prohibit profits derived from structural inequalities as long as they do not violate positive law. In contrast, Islamic economic law places justice and public interest as the primary objectives of contracts. Fatwas issued by the DSN-MUI explicitly reject practices that exploit consumer ignorance, passive habits, or dependence to obtain profits. These parameters enable the evaluation of electronic contracts that are formally valid but substantively obtain profits through mechanisms that contradict the principle of good faith. Thus, overall, the five parameters form a unified model that serves as a normative bridge between the Civil Code, the ITE Law, the KHES, and the DSN-MUI fatwas. This model does not negate the formal validity of electronic contracts as recognized by positive law, but limits and complements it with ethical accountability standards oriented towards contractual justice and consumer protection. Thus, Sharia electronic contracts are not only tested in terms of their validity and binding nature, but also in terms of their suitability to be maintained as fair, transparent, and responsible contractual practices.

The main implication of applying the good faith parameter model as ethical accountability lies not only in the shift from corrective protection to preventive protection, but also in a fundamental change in the logic of contract assessment itself. Within the framework of the Civil Code and the Electronic Information and Transactions Law, consumer protection is implicitly built on the assumption that valid consent results in a

binding allocation of risk that must be respected. Consequently, the main burden of protection is placed on the post-contractual stage, namely when consumers are able to prove default or unlawful acts. This model interrupts this assumption by asserting that the legitimacy of a contract cannot be separated from the ethical quality of its formation process. First, doctrinally, this implication means that electronic consent can no longer be treated as the end point of legal legitimacy, but rather as an object of normative evaluation that is open to ethical accountability testing. Thus, consumer protection no longer depends entirely on the consumer's success in proving a breach of contract clause, but also on the legal system's ability to assess whether the business actor has fulfilled its ethical obligations since the pre-contractual stage. In this context, good faith shifts its function from a reactive corrective principle to an *ex-ante* standard that limits the scope of legitimacy of formally valid electronic contracts.

Second, at the structural level, this model changes the position of consumers in digital contractual relationships. In electronic transactions, consumers are generally in a structurally weak position due to standard contracts, instant consent designs, and the dominance of information by business actors. The formal contract law approach tends to normalize this imbalance by considering it a consequence of the market. The ethical accountability model rejects this normalization by making bargaining power inequality a normatively relevant factor in contract assessment. As a result, consumers are no longer positioned as the party that fully bears the risk of structural imbalance, but rather as subjects entitled to protection against contractual practices that exploit their dependence and limitations. Third, from the perspective of Islamic economic law, this implication is more fundamental because it touches on the normative purpose of the contract itself. KHES and DSN-MUI fatwas do not view contracts merely as instruments of exchange, but as legal relationships that must lead to justice and benefit. By integrating the parameter of good faith as ethical accountability, consumer protection is no longer understood merely as protection against individual losses, but as a mechanism to maintain the moral integrity of sharia transactions as a whole. This means that consumers are protected not only from obvious contractual violations, but also from practices that systematically erode the principles of honesty, transparency, and willingness that form the foundation of sharia contracts. Thus, the depth of this model's implications for consumer protection lies in its ability to reposition the focus of legal protection: from individual defense after a dispute to structural restrictions on contractual practices from the outset. Consumer protection no longer depends on the consumer's ability

to “fight” an agreed contract, but on the obligation of business actors to be ethically accountable for the entire process of forming and implementing electronic contracts. This is the main contribution of this model, both to Indonesian contract law and to the development of sharia economic law in the context of digital transactions.

CONCLUSION

This study found that the main weakness of sharia electronic contract regulations in Indonesia lies not in the absence of norms, but in the dominance of a formal validity approach that is unable to assess the ethical quality of the approval process in digital transactions. The Civil Code and the Electronic Information and Transactions Law recognize the validity of electronic contracts as long as the formal requirements are met, while Islamic economic law through the KHES and DSN-MUI fatwas demands transparency, trustworthiness, and substantive justice, which have not been systematically operationalized. The main scientific contribution of this article is the development of a model of good faith parameters as ethical accountability for Islamic electronic contracts. This model formulates five operational parameters, namely substantive transparency of information, fairness of the electronic approval process, balance of bargaining positions, consistency between pre-contractual representation and contract implementation, and prevention of exploitative profits. These parameters serve as a normative test to assess whether electronic contracts that are legally valid are also ethically defensible from a sharia perspective. The implications of this study are regulatory and practical. In terms of policy, these findings indicate the need for regulatory harmonization between the Civil Code, the Electronic Information and Transactions Law, the KHES, and the DSN-MUI fatwa by incorporating standards of information disclosure and fairness in the approval process as part of sharia consumer protection. In practical terms, this model can be used by sharia fintech and digital marketplaces as a compliance framework in the design of standard contracts, electronic approval mechanisms, and the presentation of information to users. This study has limitations because it is normative-doctrinal in nature and has not tested the application of the model through empirical data or jurisprudential practice. Therefore, further research needs to test the validity and effectiveness of these good faith parameters through empirical studies of digital contracts, regulatory practices, and comparative analysis across jurisdictions in sharia consumer protection in the digital era.

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