

Umrah COD and Its Legal Standing in Islamic Law: Navigating Contractual Innovation in Contemporary Worship Economy

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Abstract

This study aims to examine the legal status and operational mechanisms of the Umrah Cash on Delivery (COD) system within the framework of Islamic jurisprudence. As digital technologies reshape the landscape of religious travel, the emergence of Umrah COD—where payment is made after the delivery of travel documents or services—presents both innovative solutions and potential juridical challenges. Using a qualitative-descriptive method, the research relies on document analysis, including fiqh texts, contemporary fatwas, and digital platform policies. It investigates the compatibility of Umrah COD with sharia principles, particularly regarding contractual obligations, gharar (uncertainty), and consumer protection. Findings reveal that Umrah COD may be considered permissible under Islamic law if the contract fulfills core conditions such as mutual consent, clarity of terms, and absence of deception. The role of digital platforms in facilitating transparency and accountability is also emphasized as a supporting factor in ensuring sharia compliance. This study contributes original insights by addressing a relatively underexplored intersection between digital commerce and religious travel through a fiqh-based lens. The implications are significant for regulators, travel agents, and Muslim consumers, offering guidance for developing ethically sound and legally valid practices in the evolving Umrah economy.

Keywords: Umrah COD; Islamic Law; Contemporary Fatwa; Religious Travel Innovation.

Abstrak

Penelitian ini bertujuan untuk mengkaji status hukum dan mekanisme operasional sistem Cash on Delivery (COD) Umrah dalam kerangka yurisprudensi Islam. Ketika teknologi digital mengubah lanskap perjalanan religius, kemunculan Umrah COD—di mana pembayaran dilakukan setelah penyerahan dokumen atau layanan perjalanan—menghadirkan solusi inovatif dan tantangan yuridis potensial. Dengan menggunakan metode kualitatif-deskriptif, penelitian ini mengandalkan analisis dokumen, termasuk teks fikih, fatwa kontemporer, dan kebijakan platform digital. Penelitian ini menyelidiki kesesuaian COD Umrah dengan prinsip-prinsip syariah, khususnya mengenai kewajiban kontrak, gharar (ketidakpastian), dan perlindungan konsumen. Temuan menunjukkan bahwa COD Umrah dapat dianggap diperbolehkan menurut hukum Islam jika kontrak tersebut memenuhi persyaratan utama seperti suka sama suka, kejelasan persyaratan, dan tidak adanya penipuan. Peran platform digital dalam memfasilitasi transparansi dan akuntabilitas juga ditekankan sebagai faktor pendukung dalam memastikan kepatuhan syariah. Studi ini menyumbangkan wawasan orisinal dengan membahas

persimpangan yang relatif kurang dieksplorasi antara perdagangan digital dan perjalanan religius melalui lensa berbasis fikih. Implikasinya signifikan bagi regulator, agen perjalanan, dan konsumen Muslim, yang menawarkan panduan untuk mengembangkan praktik-praktik yang sehat secara etika dan sah secara hukum dalam ekonomi umrah yang terus berkembang.

Kata Kunci: Umrah COD; Hukum Islam; Fatwa Kontemporer; Inovasi Perjalanan Keagamaan.

1. Introduction

Umrah is a highly recommended act of worship in Islam and holds a significant position within the religious life of Muslims (Dewi, 2017). Unlike Hajj, which can only be performed during a specific period each year, Umrah can be performed at any time, providing flexibility for Muslims to fulfill their spiritual obligations (Nurohman, 2022). In the context of globalization and the rapid advancement of information technology, the number of Umrah pilgrims has increased significantly in recent years. Muslims from across the globe, including Indonesia, have shown growing enthusiasm for performing Umrah, driven by increased religious awareness and improved economic capabilities. This trend has also been facilitated by easier access to information, widespread promotion by travel agencies, and the digitalization of pilgrimage services. The modernization of Umrah service systems, including registration and payment processes, has expanded opportunities for individuals who previously faced difficulties accessing such religious services (Hariyanto et al., 2020). Among the recent innovations is the concept of Umrah COD (Cash on Delivery), which allows pilgrims to pay for their Umrah packages after receiving the services. This model has emerged as a response to public demand for safer and more flexible transaction options, particularly for individuals who are unfamiliar with international digital payment systems or hesitant to make upfront payments due to concerns over potential fraud or service uncertainty.

The Umrah COD model represents an innovative and adaptive response by Umrah service providers to address pilgrims' concerns and demands (Basyah & Qodir, 2020). This concept adopts a payment system commonly used in e-commerce, whereby payment is made only after goods or services have been received. In the context of Umrah, this means that the payment is made once the services have been delivered, usually when the pilgrim is already in their home country (Fuad, 2021). This method has been perceived as a way to increase security and trust in the service providers. Several media reports and user testimonials suggest that this system eases the planning process for prospective pilgrims, especially by minimizing the risks associated with disreputable travel agencies. Studies related to Umrah and Hajj services indicate that trust and transparency are critical factors in ensuring customer satisfaction and comfort. Thus, the Umrah COD model appears to be a promising solution.

However, despite its practical benefits, scholarly studies examining the Sharia validity of this model remain scarce. Questions arise regarding the legitimacy of the contract involved in this payment system, especially concerning the conditions for a valid sale and purchase agreement in Islam, as well as principles of fairness and transparency in financial transactions. Is it permissible under Islamic law to make payments only after the service has been rendered? What are the implications if the service is unsatisfactory or if negligence occurs? These questions underscore the need for a deeper exploration of this issue from an Islamic legal perspective.

Previous studies on Umrah payment systems have primarily focused on aspects such as upfront payment mechanisms, cost transparency, and the responsibilities of travel agencies (Dewi, 2017). However, much of this literature concentrates on managerial and customer satisfaction perspectives, with limited discussion on the specific legal implications of the Umrah COD model from a *fiqh muamalah* (Islamic commercial jurisprudence) standpoint. Existing research often addresses the topic at a practical or operational level, without delving into the legal ramifications of the contracts involved, or the potential presence of *gharar* (uncertainty), *maysir* (speculation), or even *riba* (usury), if not carefully structured (Maftukhatusolikhah & Rusydi, 2018). In Islamic legal tradition, financial transactions must adhere to principles of clarity, mutual consent, and fairness to both parties (Qurashi, 2017). Furthermore, there is a lack of regulatory guidance from religious authorities or governmental bodies regarding the permissibility of the COD system in Umrah services. This presents a significant research gap that requires comprehensive normative analysis grounded in the Qur'an, Hadith, and scholarly interpretations—both classical and contemporary—to determine whether the Umrah COD model aligns with Sharia principles or requires modification to ensure compliance (Nurjaya et al., 2021).

In light of the above context, this study aims to analyze the concept of Umrah COD from the perspective of Islamic law, particularly within the framework of *fiqh muamalah*. The primary objective is to assess the validity of the contract employed in the Cash on Delivery payment system and its Sharia implications in the context of Umrah services. The study also seeks to explore the potential benefits and risks associated with this model, and to formulate Islamic legal principles that can serve as a basis for determining the permissibility or impermissibility of the practice. This research is expected to contribute both theoretically and practically by offering insights into contract law in the context of worship-related transactions, and by guiding Umrah service providers and prospective pilgrims in conducting

transactions that are in accordance with Islamic principles. Additionally, the study aims to foster academic discourse and encourage the formulation of clearer regulations that align with Sharia principles in the provision of pilgrimage services in the digital age.

The urgency of this research lies in the fact that innovations in religious service delivery must not compromise fundamental principles of Islamic law. While the Umrah COD model may offer practical advantages, such as enhanced trust and convenience, it is imperative to conduct a rigorous legal analysis to ensure that the model does not conflict with Sharia norms. Contracts in financial transactions, especially those involving acts of worship, must be based on transparency, mutual consent, and a clear delineation of the rights and obligations of each party. If the contractual terms in the Umrah COD model involve ambiguity or uncertainty regarding service entitlements or payment value, the transaction may be rendered invalid under Sharia law (Ansori, 2022). Therefore, it is essential to examine the operational mechanisms of Umrah COD thoroughly and determine the extent to which they comply with Islamic legal standards. This study not only provides a legal assessment but also aims to lay the groundwork for policy development and regulation of innovative religious services, ensuring they remain within the bounds of Islamic law. Ultimately, the research is intended to contribute to the development of contemporary *fiqh muamalah* and serve as a practical reference for both industry practitioners and pilgrims seeking transactions that are lawful, secure, and spiritually sound.

2. Research Methods

This study employs a qualitative normative research design with a descriptive-analytical approach. The normative aspect refers to the investigation of Islamic legal principles (*fiqh muamalah*) that govern financial transactions, while the descriptive-analytical approach is used to explain and analyze the phenomenon of the Umrah COD (Cash on Delivery) model in light of Islamic jurisprudence. This design is appropriate because the research aims not to measure quantitative data, but rather to understand and interpret the Sharia validity of Umrah COD practices based on authoritative sources of Islamic law.

The data collection techniques used in this study include documentary research and literature review, focusing on primary and secondary sources. Primary data are obtained from classical and contemporary Islamic legal texts such as the Qur'an, Hadith, the works of jurists from various schools of thought, and fatwas issued by Islamic legal institutions. Secondary data are collected from academic journals, books, reports, and relevant online sources that

discuss the Umrah COD model and digital payment systems in religious services. These sources provide a comprehensive foundation for legal reasoning and comparative analysis.

The data are analyzed using content analysis and deductive reasoning methods. Content analysis is used to identify and interpret the essential concepts of akad (contract), bay' (sale and purchase), ujah (service fee), gharar (uncertainty), and khiyar (option) as they apply to the Umrah COD system. The deductive reasoning method enables the researcher to derive specific legal conclusions from general Sharia principles by applying them to the real-world case of COD-based Umrah services. Where necessary, comparative analysis is employed to contrast classical fiqh rulings with modern practices, especially regarding contractual mechanisms and customer protection in Islamic commercial transactions.

3. Discussion

3.1. The Concept of Umrah COD: Definition and Underlying Principles

The Umrah Cash on Delivery (COD) model introduces an alternative payment mechanism that allows prospective pilgrims to settle their Umrah travel packages after receiving travel documents or tickets. Unlike the conventional pre-payment systems that require full upfront payments, the Umrah COD scheme is structured to allow an initial down payment at the time of registration—typically 10–20% of the total cost—while the remaining balance is paid either upon receipt of documents or upon arrival at the destination.

The underlying principle of this model is to enhance trust and offer a more flexible financial arrangement to pilgrims. This system is particularly attractive to individuals who are hesitant to make full prepayments due to concerns over fraud, service quality, or limited access to international financial transactions. By delaying full payment until essential services are received, the COD system minimizes perceived risk on the part of the customer and increases confidence in the transaction.

From a legal and ethical perspective, this arrangement intersects with Islamic contractual principles, particularly those relating to *'aqd al-bay'* (contract of sale), *'ujrah* (service-based compensation), and *khiyar* (option to cancel or confirm) (Wijaya et al., 2023). These principles emphasize mutual consent, clarity of terms, and the avoidance of *gharar* (excessive uncertainty), which can occur in pre-paid arrangements where service delivery is not yet guaranteed (Fetraningtyas & Yunanto, 2021). Therefore, Umrah COD offers a practical model that aligns with both user convenience and selected Islamic jurisprudential norms—though its compliance depends heavily on how contracts are structured and executed.

The rapid growth of digital technology has played a pivotal role in facilitating the Umrah COD model. Digital platforms such as mobile applications, online booking portals, and social media communication channels have transformed the way travel services are accessed and delivered (Westermeier, 2020). These technological tools streamline communication between travel agents and prospective pilgrims, enable real-time updates, and reduce the operational burden of in-person transactions (Abdul Syatar, 2019). Online travel platforms, in particular, allow users to browse a variety of Umrah packages, select departure dates, input personal details, and complete partial payments, all through secure and automated systems. Additionally, the use of customer relationship management (CRM) software by travel agencies allows for efficient tracking of payment statuses, delivery of e-tickets, visa documents, and real-time itinerary management. Such digital integration also enables the monitoring of customer satisfaction, trust-building through online reviews, and adherence to agreed terms and conditions.

In the context of Islamic finance and ethics, the technological interface must ensure transparency, data integrity, and clarity of contract terms to avoid ambiguity (Benaicha, 2020). The reliance on technology must also be accompanied by human accountability to handle contingencies such as cancellations, delays, or service failures. Therefore, while digital platforms provide a strong infrastructural backbone for Umrah COD, the validity of the transaction from a Sharia perspective remains tied to the ethical conduct and operational transparency of the service providers (Masvood & Lokeswara Choudary, 2015).

The implementation of the Umrah COD system typically follows a structured process comprising several key stages. The first stage involves registration and package selection, where prospective pilgrims choose a travel package that suits their budget and preferred departure dates, either through an online platform or via a licensed travel agent. This step is crucial in ensuring that customers understand the scope, services included, and the total cost of the package before committing to any form of payment. The second stage is down payment, in which a nominal percentage of the total fee—often 10–20%—is paid as a commitment to the booking. This functions as a form of ‘arbutun (earnest money) in Islamic contract law, which is permitted under specific conditions, namely that the buyer has the right to proceed with or withdraw from the transaction. Upon confirmation, the agency proceeds to the third stage—document delivery, which includes airline tickets, visa documents, and a detailed itinerary.

The remaining payment is made after the documents have been received or upon arrival in the destination country. This stage raises essential legal considerations, particularly regarding legal liability, service guarantees, and the conditions under which full payment becomes obligatory. From the perspective of Islamic jurisprudence, such a system can be deemed permissible (halal) provided that all terms are clear, mutual consent is maintained, and the transaction avoids elements of *riba*, *gharar*, or *zulm* (oppression). Furthermore, it is imperative that the contract clearly defines the consequences of default, refund policies, and resolution mechanisms in case of disputes. The presence of clear documentation and mutual understanding ensures that both parties—the travel agency and the pilgrim—are bound by a contract that is not only civilly valid but also compliant with Sharia principles.

3.2. Fiqh Implications and Contemporary Fatwa Perspectives on Umrah COD

The emergence of the Umrah Cash on Delivery (COD) model represents a novel financial and contractual arrangement in the field of religious travel. This system allows pilgrims to defer the full payment of their Umrah packages until after they receive key services or travel documentation. While the model presents certain conveniences—particularly for individuals hesitant about upfront payments or without access to international banking systems—it simultaneously raises several critical concerns within the domain of Islamic jurisprudence (fiqh) and the issuance of contemporary fatwas.

At the center of the legal discussion is the nature of the transaction in Islamic law, especially concerning its classification, conditions of validity, and alignment with ethical norms such as transparency and fairness. The traditional schools of Islamic jurisprudence, particularly the Shāfi'ī and Ḥanafī madhāhib (legal schools), categorize transactions such as Umrah packages under the domain of 'uqūd al-ijārah (Angraeni & Primadhany, 2022), or lease and service contracts. These contracts are distinct from sales (bay') in that they pertain to the renting of benefits (manfa'ah) rather than the exchange of physical goods. A valid 'ijārah contract requires that the object of service be clearly defined, the compensation (ujrah) agreed upon, and the timing or schedule of service fully disclosed.

From this perspective, the permissibility of delayed payment in Umrah COD contracts depends on the fulfillment of three fundamental fiqhī conditions. First, there must be full and transparent disclosure of all costs and services included in the package. The exact nature of what is being provided—such as airline tickets, hotel accommodations, ground transportation, and religious guidance—must be detailed in advance. Second, both parties must enter the agreement with mutual consent, free of coercion, deception, or undue

pressure. The principle of *tarāḍī* (mutual satisfaction) is central to any Islamic contract. Third, the transaction must avoid elements of *gharar* (excessive uncertainty) and *jahālah* (ignorance of essential terms) (Mustikawati et al., 2019). Any ambiguity in terms of payment schedules, service conditions, or cancellation policies could render the contract problematic from a *fiqh* standpoint.

A particularly nuanced issue arises concerning the concept of *bay' al-kāli' bi al-kāli'*, which refers to the sale of a debt for a debt, a transaction type that is explicitly prohibited by the majority of classical scholars (Ahmad Wardi Muslich, 2010). This principle is invoked when both the item being exchanged and its payment are deferred, resulting in a double postponement and thus creating unacceptable levels of risk and uncertainty. If Umrah COD were to involve a situation where the service is only promised (but not delivered) and payment is also delayed, it could resemble this prohibited structure. Therefore, the actual sequence and documentation of service delivery and payment are crucial in determining the legality of the arrangement.

To address these concerns, many scholars have turned to analogies with *bai' mu'ajjal*, or deferred-payment sales, which have been widely discussed and accommodated within the framework of Islamic finance. In *bai' mu'ajjal* (Ibrahim & Salam, 2021), the price of a product or service is agreed upon at the outset, but payment is deferred to a future date. The permissibility of such contracts is recognized by institutions provided that the contract clearly stipulates the price, payment schedule, and avoids any hidden charges or uncertainty.

Building on this precedent, it can be argued that Umrah COD resembles *bai' mu'ajjal* in its structure and intent (Ibrahim & Salam, 2021). However, the challenge remains in ensuring that payment deferment does not compromise the rights of either party, particularly when dealing with a religious service that includes travel logistics and spiritual guidance. Because Umrah involves rituals with significant spiritual and legal weight in Islam, any irregularity in its contractual basis may not only violate commercial ethics but potentially invalidate the *'ibādah* (worship) itself.

In the Indonesian context, the Majelis Ulama Indonesia (MUI) has issued several fatwas on e-commerce, digital transactions, and payment mechanisms, including the permissibility of Cash on Delivery under specific conditions (Dewan Syariah Nasional-Majelis Ulama Indonesia, 2017). These fatwas underline the importance of fulfilling the general requirements of Islamic contracts (*'aqd*), such as clarity (*wuḍūh*), consent (*riḍā*), and the absence of *gharar* and *riba* (Fetraningtyas & Yunanto, 2021). The MUI's approach

demonstrates a willingness to accommodate modern business practices as long as they are designed within the ethical parameters set by Sharia. This aligns with broader trends across the Muslim world where contemporary fatwa bodies are increasingly engaging with fintech, e-commerce, and digital service provision, offering legal rulings that bridge traditional fiqh principles with contemporary realities.

Yet, it is crucial to recognize that Umrah is not merely a commercial transaction but a form of devotional practice. Therefore, unlike conventional services, the permissibility of the contract does not only concern its economic impact but also the acceptability of the worship being undertaken. In Islamic law, acts of worship must be free from legal defects that may compromise their validity. If the journey to perform Umrah is facilitated through means that involve deception, uncertainty, or invalid contract structures, the status of the ibadah becomes questionable. This legal and spiritual sensitivity places greater responsibility on travel agencies, regulatory bodies, and the pilgrims themselves to ensure that contractual procedures are conducted in accordance with Sharia.

Furthermore, the Ministry of Religious Affairs of Indonesia (Kementerian Agama) plays a pivotal role in regulating and supervising Umrah travel agencies. It must ensure that agencies offering COD models operate within a Sharia-compliant framework, including the proper documentation of contracts, price transparency, and provision of legal safeguards. The Ministry's oversight is essential in maintaining public trust, especially given the history of Umrah fraud cases in the region, where pilgrims have suffered financial losses due to unscrupulous agents and misleading promotional tactics.

From a broader *maqāṣid al-sharī'ah* (objectives of Islamic law) perspective, the implementation of Umrah COD must support the preservation of faith (*ḥifẓ al-dīn*), wealth (*ḥifẓ al-māl*), and human dignity (*ḥifẓ al-'ird*) (Hasan, 2006). A transparent and fair COD system allows more Muslims to fulfill their spiritual aspirations without falling prey to financial exploitation or contractual injustices. Moreover, digital tools that document transactions, track payments, and monitor service delivery contribute to the realization of these *maqāṣid* by minimizing disputes and enhancing accountability.

To further legitimize and stabilize the practice, several recommendations can be proposed. First, travel agencies should be required to use digitally signed contracts, which can be verified by relevant religious and legal authorities. This ensures that both parties are protected under recognized legal frameworks. Second, educational campaigns should be launched to raise awareness among prospective pilgrims about their rights and obligations

under the COD system. Third, a centralized database maintained by the Ministry of Religious Affairs could help monitor agencies that offer Umrah COD, flagging those with irregularities or previous violations.

Finally, while the Umrah COD model showcases the flexibility of Islamic law in accommodating new commercial realities, it must not be treated as a blanket solution devoid of scrutiny. The permissibility of each transaction depends on its specific contractual formulation, the integrity of the service provider, and the robustness of the legal protections afforded to all parties involved. The role of contemporary fatwas is not to indiscriminately endorse modern practices, but to guide them toward compliance with the spirit and letter of Islamic law.

In conclusion, the Umrah COD system represents a significant innovation in the field of religious tourism. Its alignment with Sharia, however, depends on strict adherence to fiqh principles concerning contract formation, payment clarity, and avoidance of harm. Through the combined efforts of religious scholars, regulatory institutions, and responsible travel agencies, Umrah COD can be implemented in a manner that respects both the sanctity of worship and the commercial realities of the modern world.

4. Conclusion

This study concludes that the Umrah COD (Cash on Delivery) model is an innovative approach that aligns modern payment flexibility with the religious obligations of Umrah, offering increased accessibility and convenience for prospective pilgrims. The research found that, when structured with clear contractual terms and supported by digital technology, the Umrah COD system can be considered permissible under Islamic law, as long as it avoids elements of uncertainty (gharar) and adheres to principles of transparency and mutual consent. The study's strength lies in its integrative methodology, combining classical fiqh analysis with contemporary fatwa perspectives to assess the model's legitimacy and operational viability. However, the research is limited by its reliance on secondary data and lack of empirical fieldwork, which restricts its ability to evaluate practical implementation challenges. Future studies are encouraged to explore diverse fiqh opinions and include stakeholder perspectives to offer a more comprehensive evaluation of Umrah COD in varying socio-legal contexts.

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