

Mitigating The Element Of Gharar In Mysterious Scoop Sales Practices On E-Commerce Platforms: A Sharia Economic Perspective

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Abstract: The rapid advancement of digital technology has transformed global economic transaction patterns, including in Indonesia. One recent innovation in e-commerce is the *Mysterious Scoop* or *mystery box*, which consumers pay a predetermined price without knowing the exact item they will receive. This practice raises concerns in Islamic economics because it involves elements of *gharar fāḥish* (excessive uncertainty), which contradicts the Sharia principle of clarity regarding the object of the contract (*ma'qud 'alayh*). In Islamic economic transactions, freedom from *riba*, *gharar*, and *maysir* is fundamental to ensuring justice and mutual benefit. This study aims to analyze the forms of uncertainty (*gharar*) inherent in Mysterious Scoop transactions and to propose a mitigation model aligned with the principles of transparency and fairness in Islamic economics. Employing a qualitative approach through library research, the study draws upon classical and contemporary *fiqh* literature, *usul fiqh* arguments, and scholarly opinions concerning the prohibition of *gharar* in sales contracts. The findings reveal that the Mysterious Scoop practice contains *gharar* due to ambiguity regarding the object of sale. Therefore, mitigation measures are required to ensure Sharia compliance, including: (1) setting product values equal to or higher than the selling price to prevent losses; (2) requiring sellers to categorize goods based on minimum utility value and basic product specifications; and (3) restructuring the contract to clarify the nature of the transaction—whether as a gift-with-purchase, a Sharia-compliant lottery, or a limited sale model. In conclusion, this study emphasizes that mitigating *gharar* in Mysterious Scoop sales practice is crucial to upholding the principles of justice, transparency, and welfare in Sharia-based e-commerce practices.

Keywords: Gharar Mitigation, Mysterious Scoop, E-Commerce, Sharia Economics.

Introduction

Islam does not only emphasize matters of worship (*hablumminallah*), but also gives significant attention to aspects of *muamalah*, which regulate human interactions (*hablumminannas*), covering various elements of Islamic teachings—from rights and legal matters to economic affairs (Muhammad, 2000).

In the field of *muamalah*, particularly Islamic economic matters, ethics play a central role in its implementation. Islamic law employs several terms that refer to ethical and just principles in transactions, one of which is the concept of *gharar*. The term *gharar* originates from Arabic, meaning uncertainty or speculation. “*Gharar*, or uncertainty

in transactions, refers to any transaction that is unclear or uncertain, whether in terms of the object, price, or time of delivery (Ayub, 2007).” Literally meaning deception, *gharar* in transactions is often used to refer to risk, uncertainty, and hazard. *Gharar* includes ignorance of material attributes of the subject matter as well as uncertainty regarding its availability and existence. Al-Sarakhsī thus states that *gharar* in a contract or transaction arises when its consequences are concealed and unknown to the contracting parties (Fauziah et al., 2021).

Islam, as a religion that upholds justice and balance, emphasizes the prohibition of *gharar*. In *fiqh*, *gharar* becomes one of the key considerations in determining the validity of a transaction so as to

prevent unnecessary loss due to avoidable uncertainty.

The development of online commerce in Indonesia has brought various promotional innovations across e-commerce platforms. One increasingly common phenomenon is the practice of sales using a mysterious scoop system (*mysterious scoop*), where buyers pay a certain amount of money to obtain a scoop of goods whose category, specifications, and quantity are unknown beforehand. Buying and selling through the mystery scoop system on e-commerce platforms has become one of the promotional strategies that attract consumers.

However, the mysterious scoop sales model generates a level of uncertainty or speculation within the transaction, potentially resulting in information asymmetry or losses for parties who are unaware of such risks. For example, in a single scoop of goods being offered, the quantity, price, and specifications are not disclosed.

Therefore, efforts to mitigate *gharar* are required so that transactions meet the requirements of validity and fairness from the perspective of Islamic economics. The intended *gharar* mitigation includes enhancing transparency, strengthening product information, and ensuring clarity regarding the quantity and specifications of the goods. This is necessary to ensure clarity of transaction and contract within the sale, thereby fulfilling the legal requirements of a valid transaction. This journal aims to analyze how elements of *gharar* arise in the practice of Mysterious Scoop and to formulate mitigation strategies that align with the principles of Islamic economics.

Materials and Methods

This study employs a qualitative approach using library research. According to Nursapia Harahap (2014), library research refers to studies in which data are obtained from books, journals, encyclopedias, dictionaries, documents, and similar sources.

Data and references were collected from literature reviews of books, scholarly articles, and fatwas related to transactions containing elements of *gharar*. The normative foundation of this study

refers to principles of *fiqh muamalah* and fatwas issued by the National Sharia Council–Indonesian Ulema Council (DSN-MUI), including DSN-MUI Fatwa No. 01/DSN-MUI/IV/2000 on Sale and Purchase, DSN-MUI Fatwa No. 53/DSN-MUI/III/2006 on Online Trading, and DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 on Ijarah Financing. The data were analyzed descriptively and analytically by interpreting *gharar* in the context of Mysterious Scoop transactions and identifying Sharia-compliant mitigation strategies.

Results and Discussion

The development of digital technology has made it easier for the public to access various types of goods across multiple online marketplaces. This condition has encouraged a significant increase in e-commerce trading activities, where sellers compete to offer products competitively. Such competition is reflected through various marketing strategies, including price discounts, special promotions, and diverse sales models. This transformation not only increases the volume of transactions but also gives rise to sales innovations that combine elements of entertainment and digital interaction. The practice of Mysterious Scoop emerges as part of the phenomenon of entertainment commerce, namely the integration between shopping activities and entertainment through live streaming features and interactive content. This model attracts consumers because it offers a unique experience, engaging visuals, and a sense of curiosity about the outcomes obtained. The innovation provides added value for sellers through differentiated marketing strategies. However, on the other hand, it generates uncertainty regarding the information of goods being sold. This has implications for issues of ambiguity and speculation, especially from the perspective of Islamic Economics.

One of the trending online sales models is the practice of Mysterious Scoop. A Mysterious Scoop is a transaction in which items are sold randomly using a measuring scoop from a container filled with various types of products coded by color or shape of dummy items. Buyers pay a certain price for one scoop, and the items obtained are determined by the color or shape codes captured by

the scoop. If buyers pay more, the entire process can be watched through uploaded videos or via the seller's live streaming.

The stages of the process are as follows:

1. The seller uses a measuring scoop to take dummy items of various shapes and colors from a container.
2. Each different shape and color serves as a code, and each code has a description of the product the buyer will receive.
3. The seller uses a large scoop to randomly retrieve items.
4. The result of the scoop is then matched with the product description. For example, a green item corresponds to receiving two pencils; thus, the seller takes the pencils and places them into the packaging. The process continues until complete, and the items from the scoop are shipped to the buyer.
5. Buyers who pay more may watch the process through a video uploaded by the seller or via live streaming on Shopee Live or TikTok Shop.
6. This practice offers buyers a unique experience, such as the excitement of watching the scoop process. The promotion also provides an entertainment element for buyers.

From an economic perspective, this mechanism creates information asymmetry, wherein the seller has full knowledge of the types, quantities, brands, and values of the items in the container, while the buyer only sees partial information. Buyers do not know the exact value of the goods before the contract is made. This uncertainty directly affects the risk borne by buyers and creates potential imbalances in the value exchange.

According to Fatwa No. 83/DSN-MUI/VI/2012 on the Application of Sharia Principles in Commodity Trading Mechanisms, *gharar* refers to uncertainty in a contract that may lead to disputes, whether due to the ambiguity of the object of transaction, quantity, price, quality, or delivery time. The uncertainties involved include:

- a. The type of goods—the buyer does not know what type of goods will be received.
- b. The quantity of goods—the results of scoops vary with each retrieval.
- c. The quality of goods—there is no certainty regarding the condition of the goods.

d. The value of goods—there is potential for imbalance between the price paid and the actual value of the goods received.

In fiqh muamalah, *gharar* is prohibited if it reaches the level of *gharar fahish* (excessive uncertainty), i.e., ambiguity that affects the substance of the contract and leads to the potential for loss or unfair speculation. Meanwhile, *gharar yasir* (minor uncertainty) that does not affect transaction fairness is tolerated. In the Mysterious Scoop sale, the buyer pays for a scoop of random items from a container. The goods obtained are unknown before the contract. This creates ambiguity in the object of the contract because the buyer does not know the exact type, quality, or quantity of the goods to be received. The seller does not guarantee the value or appropriateness of the goods within the scoop, and the potential value discrepancy between the price paid and the goods received is substantial. This constitutes *gharar fahish* because it touches the essential components of the contract, namely the object and the value exchanged.

Some Mysterious Scoop sellers promote the possibility of obtaining rare items in certain scoops. This introduces elements of speculation (*maysir*) because buyers purchase based on the hope of obtaining high-value items. Such transactions lead buyers to purchase not for the goods themselves but because of the chance to win—an approach that legally resembles speculative practices (Kahf, 2006).

If sellers are not transparent regarding the average value of goods or exaggerate claims, this involves *tadlis* (fraud). According to DSN-MUI Fatwa No.112/DSN-MUI/IX/2017, such practices are invalid because they contain *gharar* and *tadlis*. Indonesia's Consumer Protection Law requires sellers to provide accurate and non-misleading information. Sales models like this have the potential to violate these principles if transparency regarding item composition is not provided. Thus, national legal considerations also demand certainty of information to prevent consumer harm.

To prevent the elements of *gharar* and *tadlis* in Mysterious Scoop practices, mitigation efforts oriented toward transparency and fairness in transactions are required. In Islamic economics, mitigating *gharar* is not only meant to avoid

excessive uncertainty but also to ensure that both parties have balanced information regarding the object of the transaction.

Sharia Mitigation Against Gharar

To align Mysterious Scoop practices with the principles of fiqh muamalah, several sharia-based mitigation strategies are needed. In this context, various fiqh principles and fatwas of the National Sharia Board – Indonesian Ulema Council (DSN-MUI) may serve as normative instruments functioning as mitigation mechanisms:

1. Transparency of Item Contents

The seller must disclose the types of goods in the container, including price ranges and quality levels. This ensures the contract object (*ma'lūm*) is known (Yusuf, 2003). Referring to DSN-MUI Fatwa No.01/DSN-MUI/IV/2000 on Sale and Purchase and Fatwa No.53/DSN-MUI/III/2006 on Online Sales, clarity of the contract object (*ma'qud alaih*) is a fundamental requirement for a valid transaction. Sellers should provide descriptive boundaries regarding item categories, estimated values or quality, the average quantity per scoop, representative illustrative photos, and probability variations to reduce uncertainty.

2. Reference to DSN-MUI Fatwa No.09/DSN-MUI/IV/2000 on Ijarah Financing

Although this fatwa does not directly regulate mystery sales, its principle emphasizing transparency in benefits can serve as a normative analogy. Transparency in explaining economic value or benefit ensures a more informative contract.

3. Establishing a Minimum Value (Value Floor)

Sellers may set a minimum value for each scoop, for example, IDR 30,000, to prevent unilateral losses and maintain fairness in exchange. This aligns with the maxim "*Al-ghabn al-fāhish yuḥarram idzā kāna ma'a jahālah*" (substantial loss is prohibited when accompanied by uncertainty). A minimum value shifts the contract from speculative to *mu'āwadah ma'lūmah* (exchange with known value).

4. Eliminating Random Prizes or Speculative Promotions

Promotions such as "rare items" or "mysterious prizes" should be avoided as they encourage *maysir*. Bonuses are permissible but must be

certain (*mu'ayyan*). Promotions can be adjusted into guaranteed bonuses, such as: "Every purchase of 5 scoops receives 1 additional item from category A." This removes the gambling element and situates the contract within real exchange (*mu'āwadah*).

5. Changing the Contract to Ju'alah or Ijarah

If the entertainment element is to be retained, the contract may be shifted to *ju'alah* (reward for participation). Here, the buyer pays for the entertainment experience (live event), and the items received are gifts, not the primary object. According to *al-Mawsū'ah al-Fiqhiyyah al-Kuwaitiyyah*, *ju'alah* is permitted because its uncertainty is tolerated (*gharar yasir*) so long as the benefit is clear. Alternatively, the model can be structured as *ijarah* (service rental), where buyers pay for the entertainment service. The items received are merely additional bonuses without guaranteed economic value. This ensures that uncertainty does not affect the essence of the contract, transforming it from a speculative sale into a legitimate service transaction.

6. Use of DSN-MUI Fatwa No.10/DSN-MUI/IV/2000 on Wakalah

This fatwa provides mitigation when third parties or platforms act as intermediaries in digital transactions. Clear delegation of authority and responsibility is required, including mechanisms for returns if items do not meet disclosed minimum standards. This strengthens consumer protection and reduces the risk of sellers exploiting uncertainty.

7. Transparency in the Scoop Process

The scoop process must be displayed openly and without manipulation to maintain mutual consent and honesty. Sellers must show the container and its contents clearly (*'alā al-waqi'*) before scooping. Buyers must be able to observe item variations to estimate outcomes. Manipulation constitutes *tadlis*, which invalidates contracts. According to al-Nawawi, "Any form of deception that obscures the reality of the object sold is prohibited *gharar*."

Fiqh muamalah emphasizes three ethical principles in transactions: 1) Mutual consent (*tarāḍin minkum*), free from coercion and deception; 2) Fair value exchange (*ta'ādul al-tsaman*), neither party is

harmed; 3) Public interest (*jalb al-maṣlahah*), transactions should generate social benefit, not harm (*mafsadah*).

Conclusions

The practice of Mysterious Scoop on e-commerce platforms has been proven to contain elements of *gharar fāḥish* due to the ambiguity regarding the type, quality, quantity, and value of the goods that constitute the object of the contract, thereby potentially causing unfairness, speculation, and the risk of *tadlis*. From the perspective of Islamic economics, such transactions can only be considered as approaching Sharia compliance if adequate mitigation efforts are undertaken, including enhancing the transparency of product information, setting a minimum value for the goods to prevent unilateral losses, eliminating speculative elements in promotions, and the possible conversion of the contract structure into *ju'alah* or *ijarah* if the entertainment aspect is what is being sold. With these mitigation measures, the principles of justice, contractual clarity, and public interest (*maslahah*) as taught in *fiqh muamalah* can be better ensured in the practice of selling Mysterious Scoop.

References

- Adiwarman A. Karim and Oni Sahroni. *Riba, Gharar and Economic Principles*, pp. 82–83, 2004.
- Adiwarman Karim. *Islamic Bank: Fiqh and Financial Analysis*. Jakarta: Raja Grafindo Persada, 2004, p. 31.
- Ahmad Rijani. "Online Buying and Selling in the Perspective of Islamic Law and the Shafi'i School of Thought." *Journal of the Faculty of Economics and Business ULM*, 2023.
- Anshari Umar, Translator. *Fiqh al-Mar'ah (Women's Jurisprudence)*. Semarang: CV. Asy-Syifa', 1981. Vol. III, p. 490.
- Ayub, Muhammad. *Understanding Islamic Finance*. Wiley Finance Series, John Wiley & Sons, 2007.
- Chairudin Pasaribu and Suhwardi K. Lubis. *Contract Law in Islam*. Jakarta: Sinar Grafika, 1994, p. 79.
- Dewan Syariah Nasional MUI. *DSN-MUI Fatwa No. 83/DSN-MUI/VI/2012 on the Implementation of Sharia Principles in Commodity Trading*. Retrieved from <https://dsnmu.or.id/kategori/fatwa>.
- Fauziah, S. E. I., & Writing Team. *Digital Book – Islamic Economics*. Universitas Muhammadiyah Ponorogo, 2021, pp. 150–151. <https://eprints.umpo.ac.id/13044>
- Fauziah, S. E. I., & Writing Team. *Digital Book – Islamic Economics*. Universitas Muhammadiyah Ponorogo, 2021, pp. 150–151. <https://eprints.umpo.ac.id/13044>
- Hasanuddin AF. *Fiqh II Modules 1–18*. Jakarta: Directorate General of Islamic Institutional Development and Universitas Terbuka, 1997, p. 441.
- Ibn Qudamah. *Al-Mughni*. Vol. 4, p. 141.
- Ibn Taymiyyah. *Majmu' al-Fatawa*. Riyadh: Dar al-Wafa', 2005.
- Ibrahim Warde. *Islamic Finance in the Global Economy*, p. 60, 2000.
- Imam Nawawi. *Al-Majmu' Sharh al-Muhadzdzab*. Beirut: Dar al-Fikr, 1997.
- Jaih Mubarak. *Legal Maxims of Fiqh: History and Fundamentals*. Jakarta: Raja Grafindo Persada, 2002, 1st Edition, p. 135.
- Kahf, Monzer. *Islamic Economics: Theory and Application*. Jeddah: Islamic Research and Training Institute, 2006, p. 77.
- Moh. Rifa'i. *Complete Islamic Jurisprudence*. Semarang: Karya Toha Putra, 1978, pp. 405–406.
- Muhamad. *Systems and Operational Procedures of Islamic Banks*. Yogyakarta: UII Press, 2000, p. 3.
- Shawardi K. Lubis. *Islamic Economic Law*. Jakarta: Sinar Grafida, 2000, 2nd Edition, p. 128.
- Suhrawardi K. Lubis. *Op. Cit.*, p. 129.
- Sulaiman Rasjid. *Islamic Jurisprudence*. Bandung: Sinar Baru Algensindo, 1994, p. 284.
- Syafi'i Jafri. *Muamalah Fiqh*. Pekanbaru: Suska Press, 2008, p. 45.
- Yusuf al-Qaradhawi. *Fiqh of Contemporary Financial Transactions*. Beirut: Dar al-Syuruq, 2003, p. 211.