

TRANSPARENCY AND LEGAL CERTAINTY IN WAITING TIME FEES: A CASE STUDY OF MAXIM IN PALU CITY

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Abstract

This study investigates the legal implications of waiting time fees imposed in the Delivery Food and Shop service of the Maxim ride-hailing platform in Palu City. It is an empirical legal research that employs a statutory approach to analyze Law No. 8 of 1999 on Consumer Protection and a conceptual approach to examine the ijarah contract within the framework of Islamic commercial law (*fiqh muamalah*). Primary data were collected through field observations and interviews with Maxim users, driver-partners, and staff, while secondary data were obtained from legal documents and academic literature. The findings reveal that the current fee policy—charging IDR 250 per minute after a 20-minute grace period—lacks adequate transparency and user consent, thereby introducing elements of *gharar* (uncertainty) in sharia and potentially violating the principles of fair contracting in positive law. Although such fees are permissible under Islamic law when clearly agreed upon, the absence of upfront disclosure renders the contract problematic. The study recommends that Maxim improve price transparency and in-app information delivery to ensure fairness, legal certainty, and compliance with applicable legal norms.

Keywords: Consumer protection; Legal certainty; Transparency; Waiting time fee

Abstrak

Penelitian ini mengkaji implikasi hukum dari penerapan biaya waktu tunggu pada layanan Delivery Food and Shop oleh platform ojek online Maxim di Kota Palu. Penelitian ini merupakan penelitian hukum empiris yang menggunakan pendekatan perundang-undangan untuk menganalisis Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen serta pendekatan konseptual untuk mengkaji akad ijarah dalam kerangka hukum ekonomi Islam (*fiqh muamalah*). Data primer diperoleh melalui



observasi lapangan dan wawancara dengan pengguna, mitra pengemudi, serta staf Maxim, sementara data sekunder diperoleh dari dokumen hukum dan literatur akademik. Hasil penelitian menunjukkan bahwa kebijakan tarif saat ini—Rp250 per menit setelah masa tunggu gratis 20 menit—tidak disertai dengan transparansi dan persetujuan awal dari pengguna secara memadai. Hal ini menimbulkan unsur gharar (ketidakpastian) dalam perspektif syariah dan berpotensi melanggar prinsip keadilan kontraktual dalam hukum positif. Meskipun biaya tersebut dibolehkan dalam hukum Islam jika disepakati secara jelas, ketiadaan informasi yang disampaikan sejak awal membuat kontrak menjadi bermasalah. Studi ini merekomendasikan agar Maxim meningkatkan transparansi tarif dan penyampaian informasi dalam aplikasi untuk menjamin keadilan, kepastian hukum, dan kepatuhan terhadap norma hukum yang berlaku.

Kata Kunci: Biaya Waktu Tunggu; Kepastian Hukum; Perlindungan Konsumen; Transparansi.

A. INTRODUCTION

The advancement of digital technology has spurred numerous innovations in the service sector, including app-based transportation and delivery services.¹ One of the fastest-growing services in this sector is food and item delivery through online motorcycle taxi platforms.² Maxim, as one of the service providers, is now present in various cities across Indonesia, including Palu. This service allows consumers to order food or goods that will be purchased and delivered by driver-partners, creating an app-based electronic transaction system.

Maxim has demonstrated significant growth in recent years. By the end of 2019, the number of users increased 31-fold compared to the previous year. As of the second quarter of 2020, the app had gained more

¹ Viana Imad Hassan et al., “Digital Innovation in the Service Sector: Transforming Customer Experiences,” in *Service Innovations in Tourism: Metaverse, Immersive Technologies, and Digital Twin* (Amerika: IGI Global, 2024), 150–65, <https://doi.org/10.4018/979-8-3693-1103-5.ch008>; Tetet Cahyati, “Improving Public Service Quality through the Development of Online Service Innovations in Public Sector Organizations in Indonesia,” *Jurnal Ilmiah Ilmu Administrasi Publik* 13, no. 1 (2023): 145, <https://doi.org/10.26858/jiap.v13i1.45170>.

² Ade Permata Surya, I Made Sukresna, and Aris Mardiyono, “Factors Affecting Intention to Use Food Order-Delivery Feature of Ride-Hailing Applications: The UTAUT Approach,” *International Journal of Business and Society* 22, no. 3 SE-Articles (December 17, 2021): 1363–83, <https://doi.org/10.33736/ijbs.4306.2021>; Ridha Ashka Tsalisa, Sudharto P Hadi, and Dinallestari Purbawati, “Pengaruh Kualitas Pelayanan Dan Harga Terhadap Kepuasan Pelanggan Pengguna Jasa Transportasi Online Maxim Di Kota Semarang,” *Jurnal Ilmu Administrasi Bisnis* 11, no. 4 (2022): 822–29, <https://doi.org/10.14710/jiab.2022.35970>.

than two million new active users. *The State of Mobile 2024 Report*, published by Databoks, lists at least five of the most downloaded online transportation apps in Indonesia between 2022 and 2023. Maxim ranked second, with an average of 892,000 downloads per month in 2023.³ In addition to expanding its operations to 32 cities, including Palu, Maxim has also diversified its services, launching Maxim Food & Shop in March 2020.⁴ This innovation responded to the growing demand for online services during the pandemic and served as a strategy to reach various economic segments by offering affordable rates.

However, along with the convenience it provides, digital business practices also present new challenges.⁵ One such issue is the implementation of a waiting time fee, charged to consumers when driver-partners wait at restaurants or stores longer than the set grace period. While this feature can be seen as compensation for the driver's time, field observations indicate that the details regarding the fee amount and conditions are not communicated transparently to users. This lack of clarity creates uncertainty in transactions and has the potential to result in unfair business practices, which conflicts with the principles of contract transparency and consumer protection.

This study aims to analyze the implementation of waiting time fees in Maxim's Food and Shop delivery services in Palu City, focusing on Islamic law and positive law perspectives particularly in the context of the *ijarah* (leasing) contract and the provisions of Law No. 8 of 1999 on Consumer Protection.

The issue of additional charges in service transactions, especially in

³ Erlina F Santika, "Aplikasi Transportasi Online Terbanyak Diunduh Di RI 2023, Gojek Juaranya," databoks, 2024, <https://databoks.katadata.co.id/teknologi-telekomunikasi/statistik/4e49e3af7a225fe/aplikasi-transportasi-online-terbanyak-diunduh-di-ri-2023-gojek-juaranya>.

⁴ Maxim, "Pengguna Terus Naik, Bertambah Lebih Dari 2 Juta Pengguna Di Kuartal 2 Tahun 2020, Apa Yang Menarik Dari Maxim Di Tahun Ini?," taximaxim, accessed May 30, 2025, <https://taximaxim.az/az/1872-baki/blog/2020/07/1856-pengguna-terus-naik-bertambah-lebih-dari-2-juta-pengguna-di-kuartal-2-tahun-2020-apa-yang-menarik-dari-maxim-di-tahun-ini/>; Tsalisa, Hadi, and Purbawati, "Pengaruh Kualitas Pelayanan Dan Harga Terhadap Kepuasan Pelanggan Pengguna Jasa Transportasi Online Maxim Di Kota Semarang."

⁵ Sutrisno K Djawa, "The Impact of Information & Communication Technology on Land Transportation Service Business on Indonesia (Case Study in Central Sulawesi Province)," *Journal of Social Research* 2, no. 5 (2023): 1660–65, <https://doi.org/10.55324/josr.v2i5.853>.

app-based services, has been a subject of concern in various studies on Islamic law and consumer protection. Ida Saputri,⁶ in her research on additional fees for mobile phone repair services beyond the agreed amount, found that fees imposed without prior agreement constitute *gharar* (uncertainty) and may be considered *tadlis* (fraud) under Islamic law. Similarly, Ika Rakhmawati⁷ study on additional fares in Grab's online taxi services concluded that the practice does not align with the principles of *ijarah* contracts, due to the absence of clear mutual consent and a lack of transparency. Furthermore, Siti Dewi Masithoh,⁸ in her research on price increases in Shopee's PayLater financing, highlighted differing scholarly views on the legitimacy of added charges, suggesting that such charges could constitute *riba* or be seen as legitimate compensation for deferred payments.

These three studies illustrate that additional charges in digital services are legally problematic, especially regarding contract terms, information disclosure, and consumer protection. However, no existing research explicitly addresses waiting time fees as an element of service in app-based on-demand delivery systems. Therefore, this study seeks to fill that gap and contribute theoretically to the development of contemporary Islamic economic law and digital consumer protection discourse.

B. LITERATURE REVIEW

1. The Ijarah Contract in App-Based Service Transactions

Ijarah refers to a contract for the transfer of benefits from a service or object over a specific period in exchange for an agreed-upon payment (*ujrah*).⁹ In the context of contemporary *muamalah*, *ijarah* is applicable to transportation, delivery, and other services provided through digital

⁶ Ida Saputri, "Tinjauan Hukum Islam Tentang Penambahan Biaya Service Handphone Di Luar Kesepakatan" (UIN Raden Intan Lampung, 2020).

⁷ Ika Rakhmawati, "Analisis Hukum Islam Terhadap Tambahan Tarif Taksi Online Pada PT. Grab Indonesia (Studi Kasus: Driver GrabCar Di Wilayah Ciledug, Tangerang)" (Hukum, 2019).

⁸ Siti Dewi Masithoh, "Tinjauan Hukum Islam Terhadap Tambahan Harga Pembiayaan Paylater Pada Aplikasi Shopee" (Universitas Islam Negeri Walisongo Semarang, 2020).

⁹ Dewan Syariah Nasional-Majelis Ulama Indonesia, "Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia No.09/DSN-MUI/IV/2000 Tentang Pembiayaan Ijarah" (2006).

platforms.¹⁰ For digital services like food or goods delivery via an app, the *ijarah* contract takes place between the user and the service provider (i.e., the platform and its driver-partners).¹¹ The essential elements (*rukun*) of *ijarah* include the contracting parties, the subject matter (i.e., the benefit), mutual consent (*ijab* and *qabul*), and a clearly stated and agreed-upon payment amount from the outset (KHES Article 22).¹²

From the perspective of *fiqh muamalah*, an *ijarah* contract must be based on clarity and mutual consent, and must not contain elements of *gharar* (uncertainty) or *tadlis* (deception).¹³ When a platform imposes an additional waiting time fee without transparently disclosing its conditions or amount at the beginning of the transaction, the contract may be deemed invalid under *sharia* principles due to its failure to meet the requirement of clear terms and mutual agreement.¹⁴ Several studies,

¹⁰ Muhammad Yunus, Andi Darmawangsa, and M Akil, "Sistem Akad Pembayaran Ongkos Layanan Ojek Online Maxim Perspektif Hukum Ekonomi Syariah (Studi Kasus Di Makassar)," *El-Fata: Journal of Sharia Economics and Islamic Education* 4, no. 1 (2025): 17–31, <https://jurnal.ucm-si.ac.id/index.php/el-fata/article/view/183>; Chairir Iswanaji, Aziz Muslim, and M Hasbi, "Ijarah Collaborative Service Model in Sharia Banking," *Indonesian Interdisciplinary Journal of Sharia Economics (IJSE)* 5 (July 31, 2022): 702–19, <https://doi.org/10.31538/ijse.v5i2.1778>; Sayyidah Sekar Dewi Kulsum and Aprilianti Aprilianti, "Fintech And Financial Innovation: Online Transportation Services In The Perspective Of Shari'ah Economic Law," *ASAS Jurnal Hukum Ekonomi Syariah* 16, no. 1 (2024), <https://doi.org/10.24042/asas.v16i1.22558>.

¹¹ Riri Purnama Surya and Zainuddin Zainuddin, "Kerjasama Driver Dengan Perusahaan Aplikasi Go-Jek Online Perspektif Fikih Ekonomi," *Hukum Islam* 19, no. 1 (2019): 101, <https://doi.org/10.24014/hi.v19i1.7572>; Muhammad Firza Fernanda et al., "Analisis Kompensasi Finansial Dan Stres Kerja Terhadap Kinerja Driver Maxim Bengkulu Dalam Memenuhi Kebutuhan Hidup," *Jurnal Cakrawala Ilmiah* 1, no. 6 (2022): 1247–60, <https://doi.org/10.53625/jcijurnalcakrawalailmiah.v1i5>.

¹² Mahkamah Agung Republik Indonesia, *Kompilasi Hukum Ekonomi Syariah Peraturan Mahkamah Agung RI No. 2 Tahun 2008*, 1st ed. (Jakarta: Ditjen Badilag Mahkamah Agung RI, 2013).

¹³ Alvian Chasanal Mubarroq and Luluk Latifah, "Analisis Konsep Muamalah Berdasarkan Kaidah Fiqh Muamalah Kontemporer," *Tadayun: Jurnal Hukum Ekonomi Syariah* 4, no. 1 (2023): 95–108, <https://doi.org/10.24239/tadayun.v4i1.101>.

¹⁴ Muflihatul Bariroh, "Tambahan Biaya Pada Transaksi Pembayaran Sistem Paylater Di Maketplace Dalam Perspektif Akad Muamalah Kontemporer," *Ahkam: Jurnal Hukum Islam* 11, no. 2 SE-Articles (January 5, 2024), <https://doi.org/10.21274/ahkam.2023.11.2.291-318>; Bhanurasmi Bhanurasmi and Gyandra Fisnawati, "Islamic Law Analysis of PayLater Contracts in Online Marketplace Applications," *SYARIAT: Akhwal Syaksyah, Jinayah, Siyasah and Muamalah* 1 (September 30, 2024): 132–39, <https://doi.org/10.35335/qs105330>.

including one by Rakhmawati,¹⁵ indicate that the imposition of additional charges by online taxi partners without prior agreement violates the core principles of *ijarah*. In this context, cost transparency is a fundamental condition for a contract to be valid under Islamic law.

2. Consumer Protection and Agreements in Digital Transactions

Transactions between consumers and app-based digital service providers represent a form of electronic agreement, governed by the principles of contract law and consumer protection. According to Subekti, a contract is an agreement between two or more parties that creates legal rights and obligations.¹⁶ Article 1320 of the Indonesian Civil Code outlines four conditions for the validity of a contract: mutual agreement, legal capacity of the parties, a specific object, and a lawful cause.¹⁷

Within this legal framework, additional fees—such as waiting time charges—must be part of the contractual terms and disclosed from the beginning. Failure to do so may be considered a violation of the principle of consensualism and good faith, as enshrined in Article 1338 of the Civil Code. This article states that "all legally executed agreements shall serve as law for the parties involved" and obligates them to perform in good faith. Good faith requires not only honest and fair fulfillment of obligations but also the prevention of unilateral disadvantage to either party.¹⁸ If consumers are not clearly informed about additional charges, their right to consent is undermined, and the legal validity of the digital contract may be questioned.

Moreover, Law No. 8 of 1999 on Consumer Protection guarantees the consumer's right to receive accurate, clear, and honest information regarding the condition and guarantees of goods or services (Article 4,

¹⁵ Rakhmawati, "Analisis Hukum Islam Terhadap Tambahan Tarif Taksi Online Pada PT. Grab Indonesia (Studi Kasus: Driver GrabCar Di Wilayah Ciledug, Tangerang)."

¹⁶ Taufik Hidayat Lubis, "Hukum Perjanjian Di Indonesia," *SOSEK: Jurnal Sosial Dan Ekonomi* 2, no. 3 (2021): 177–90, <https://doi.org/10.55357/sosek.v2i3.250>.

¹⁷ Mutia Dwi Wibowo, Yudhi Widyo Armono, and Ashinta Sekar Bidari, "Kendala Penerapan Penerapan Syarat Sahnya Perjanjian Menurut Pasal 1320 Kitab Undang-Undang Hukum Perdata : Dalam Transaksi Jual Beli Online Via Tokopedia Di Akademi Bisnis Digital Surakarta," *Justicia Journal* 11, no. 1 (2022), <https://doi.org/10.32492/justicia.v11i1.633>.

¹⁸ William H. Sianipar, "Penerapan Asas Itikad Baik Dalam Perjanjian Sewa-Menyewa Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata," *Jurnal Rectum* 3, no. 2 (2021); Aditya Fadli Turagan, "Pelaksanaan Perjanjian Dengan Itikad Baik Menurut Pasal 1338 Kuhperdata," *Lex Privatum* VII, no. 1 (2019).

point c). Article 7 also obligates businesses to act in good faith and prohibits unilateral practices that harm consumers.¹⁹

The practice of imposing additional charges without prior notification or explicit consent, even if minimal, may fall under the category of unfair standard clauses (*klausula baku*), as addressed in Article 18 of the Consumer Protection Law.²⁰ From the standpoint of positive law, such practices must be reviewed to ensure the protection of consumer rights and the enforcement of fair and just digital contracts.

C. METHOD

This study is an empirical legal research aimed at examining the practice of imposing waiting time fees in Maxim's Food and Shop delivery service in Palu City from the perspectives of Islamic law and positive law. The research employs a statutory approach to analyze Law No. 8 of 1999 on Consumer Protection, alongside a conceptual approach to explore the *ijarah* contract as understood in *fiqh muamalah* and in the fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) regarding service-based financing.

Primary data were collected through direct observation and interviews with driver-partners, service users, and Maxim employees. Secondary data were obtained from legal literature, corporate policy documents, and other relevant academic sources. The data were analyzed qualitatively through the stages of data reduction, data presentation, and conclusion drawing, with triangulation techniques applied to ensure the validity of the findings.

D. RESULTS AND DISCUSSION

1. The Practice of Waiting Time Fees in Maxim's

a. Ordering Flow in Maxim's Food and Shop Delivery Service

To use Maxim's Food and Shop delivery service, users must first register through the Maxim app, while driver-partners operate via the Taxsee Driver app. Orders are placed by selecting the service category, specifying the purchase location, listing the desired items, and confirming the order. The system automatically searches for the nearest available

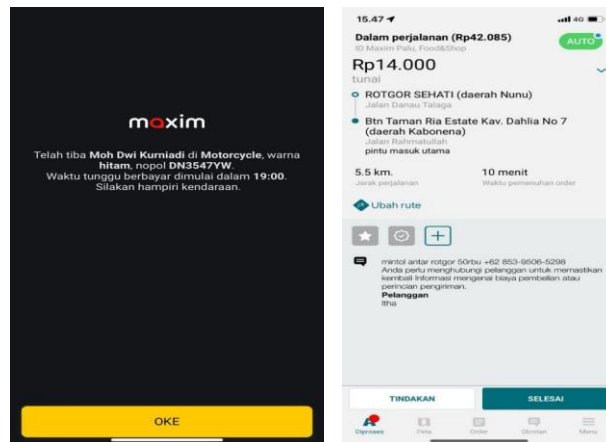
¹⁹ Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" (1999).

²⁰ Ida Ayu Permata Sari and I gede Artha, "Perlindungan Hukum Konsumen Terhadap Perjanjian Klausula Baku Di Pusat Perbelanjaan," *Kertha Semaya* 7, no. 4 (2019).

driver and provides real-time status updates. After the driver purchases the requested items and waits for the order to be completed, the system records the waiting time. The first 20 minutes are free; beyond that, additional charges apply. Once the order is ready, it is delivered to the customer's address, and payment is made based on the total amount shown in the app.

Figure 1

Interface Display of the Maxim User App and the Taxsee Driver App



Source: Screenshot taken with permission during field interview

b. Waiting Time Fee Policy

The application of waiting time fees in Maxim's Food and Shop service is part of the company's operational strategy to manage time efficiency and provide fair compensation for its driver-partners. In essence, the concept aims to optimize service duration and reduce unproductive waiting without compromising service quality.

In practice, Maxim offers a 20-minute grace period. If this time is exceeded, the customer is charged an additional fee, calculated based on the duration of the wait. This fee is automatically added to the final bill displayed in the app. However, many customers are unaware of this feature or the specific amount charged, which leads to a mismatch between their expectations and the total payment.

This policy has undergone revisions since its initial implementation. In 2018, the waiting time fee for all Maxim services—including bike, car, delivery, and food and shop—was Rp500 per minute, with a free waiting time of 5 minutes. By the end of 2021, Maxim revised the policy specifically for the Food and Shop service, reducing the fee to Rp250 per

minute and extending the free waiting time to 20 minutes. This adjustment was driven by two main considerations: first, the nature of food and goods delivery typically involves longer processing times than passenger transport; second, many customers complained that the Rp500-per-minute fee was too high.²¹

The differing nature of services was the primary reason for the fee adjustment. In bike and car services, drivers usually pick up passengers who are ready and waiting, resulting in minimal delays. In contrast, the Food and Shop service requires drivers to enter stores or restaurants, place orders, and wait for preparation—often a time-consuming process. This increases the risk of unproductive time, which needs to be compensated fairly.

Additionally, the order-acceptance system differs between services. In passenger transport, drivers automatically receive assignments, whereas in Food and Shop, drivers can choose whether to accept or decline an incoming order. This flexibility allows them to consider the potential difficulty and expected waiting time before committing.

This was confirmed by Mr. Bahri, a Maxim staff,²² who explained that the policy revision was in response to a high volume of user complaints. He also acknowledged that food collection processes differ from picking up passengers, as food preparation cannot be expedited. Therefore, a revised fee structure was needed to meet the drivers' needs without placing excessive burden on consumers.

c. User Experiences and Perceptions of the Paid Waiting Time Feature

The researcher conducted interviews with several users of Maxim's Food and Shop service in Palu City to explore their experiences and understanding of the paid waiting time feature. The interviews focused on three main areas: whether users were aware of the feature, whether they had been charged additional fees, and their reactions to fees exceeding the fare shown in the app.

Some users were aware of the waiting time feature but did not fully understand the fee structure or how it was applied. For example, Samira Salim (21), a student at UIN Datokarama Palu, reported being charged

²¹ Interviews with Mr. Bahri (Maxim staff member (Palu City office))

²² Interviews with Mr. Bahri (Maxim staff member (Palu City office))

Rp15,000 for delivery even though the app showed only Rp8,000. She believed the difference was due to extended waiting time and a Rp2,000 parking fee.²³ Meanwhile, new users like Rahmasari (21) were entirely unaware of the paid waiting time system. She only realized it after being charged more than the displayed fare when ordering a pickup at a Shopee agent known for long queues.²⁴

In contrast, Darmila (21) expressed a more accepting attitude. She was aware that the service involved paid waiting time, although she didn't know the exact per-minute rate. She stated that in some cases, she voluntarily paid extra fees, even tipping the driver, acknowledging that certain orders required considerable processing time.²⁵

These interviews reveal a range of user experiences and perceptions regarding the paid waiting time feature. Some users, like Samira, felt confused and unprepared when asked to pay more than the expected fare. Others, like Darmila, showed a better understanding and developed their own strategies for dealing with the situation.

Overall, the findings indicate that a lack of transparent information in the app is the main factor behind users' misconceptions about final costs. While experienced users tend to adapt, new users often remain confused about how the charges are calculated. This highlights the need for improved user education and clearer in-app communication to prevent misunderstandings or dissatisfaction over features like paid waiting time.

d. Maxim Driver-Partners' Perspectives on the Waiting Time Feature

The researcher also interviewed several Maxim driver-partners in Palu City, particularly those active in the Food and Shop service, to gather direct insights on the benefits, challenges, and field practices related to the paid waiting time feature—including how they communicate additional charges to customers.

Most driver-partners welcomed the feature, viewing it as fair compensation for their previously unrecognized time. Wandu (24), one of the drivers, said that the waiting time system was helpful, especially when

²³ Interview with Samira Salim (Maxim user)

²⁴ Interview with Rahmasari (Maxim user)

²⁵ Interview with Darmila (Maxim user)

orders took a long time to prepare at restaurants. He mentioned that he always informed customers if a restaurant was busy and offered them the choice to proceed or cancel the order if they were unwilling to incur additional fees.²⁶

A similar view was shared by Asrul (24), who once waited up to two hours for an order. He emphasized the importance of confirming with the customer before waiting and ensuring the paid waiting time feature was activated in the app so the additional fee would be calculated automatically. He noted that the feature brought clarity and convenience, reducing the risk of wasted time.²⁷ In contrast, Fadil (28) preferred to be selective with his orders. He avoided restaurants known for long queues, such as Wizzmie and Chicken Bim. According to him, while the waiting time fee offered some compensation, long waits were still inefficient in terms of daily productivity.²⁸

Overall, the interviews suggest that Maxim's paid waiting time feature provides flexibility and protects drivers' time. Drivers generally find the system fair and beneficial in helping them maintain a balance between work hours and income. The waiting time fee is automatically calculated by the app, which tracks the duration and adds the corresponding charge when the free period is exceeded. Drivers simply need to ensure the feature is activated during the order fulfillment process.

2. The *Ijarah* Contract in the Practice of Waiting Time Fees in Maxim

The contractual relationship between the user and the driver-partner in Maxim's Food and Shop delivery service may be classified under the category of *ijarah*, or lease of service. In this context, the user (*musta'jir*) enters into a service agreement with the driver (*mu'jir*) for the benefit (*ma'jur*) of purchasing and delivering goods or food. The compensation (*ujrah*) consists of the delivery fee and, when applicable, a paid waiting time fee.

According to the majority of Islamic legal scholars and as codified in the Compilation of Sharia Economic Law (KHES), the essential elements of

²⁶ Interview with Wandu (Maxim driver-partner)

²⁷ Interview with Asrul (Maxim driver-partner)

²⁸ Interview with Fadil (Maxim driver-partner)

an *ijarah* contract include:²⁹

- a. The contracting parties: the user (*musta'jir*) and the service provider (*mu'jir*)—in this case, Maxim's driver-partner;
- b. The object of the contract (*ma'jur*): the utility or benefit of the service, i.e., the purchase and delivery of goods;
- c. Compensation (*ujrah*): delivery fees and additional charges, including for waiting time;
- d. Offer and acceptance (*shighat*): mutually agreed upon, executed electronically through the application.

Although the contract is conducted digitally, it satisfies the requirements for *ijab* and *qabul*, which are acknowledged in contemporary *muamalah* practice as long as both parties give clear and mutual consent and the terms of the transaction are transparent.

From an Islamic legal perspective, the validity of an *ijarah* contract hinges on the clarity of the contract's terms and mutual satisfaction (*ridha*) of both parties. The inclusion of additional charges, such as those for waiting time, must be explicitly stated and agreed upon at the outset. Failure to do so may result in *gharar* (excessive uncertainty), which renders the contract defective or invalid.

Field interviews with users in Palu City revealed that some were unaware of the additional charges associated with prolonged waiting times, as they were not clearly disclosed in the application before confirming the order. Some reported discrepancies between the fee displayed in the app and the amount requested upon delivery, leading to confusion and dissatisfaction. Such conditions introduce a significant element of *gharar*, particularly when users are charged without prior notice or consent. Islamic commercial jurisprudence requires transparency in all financial dealings to ensure justice and mutual understanding.

Despite the concerns noted above, Islamic legal sources do allow for flexibility in compensation mechanisms. KHES Article 317 stipulates that additional service time in an *ijarah* contract may be subject to extra charges if they are based on mutual agreement or prevailing customs (*'urf*).³⁰ Furthermore, DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 concerning *Ijarah* Financing authorizes variable compensation schemes

²⁹ Mahkamah Agung Republik Indonesia, *Kompilasi Hukum Ekonomi Syariah Peraturan Mahkamah Agung RI No. 2 Tahun 2008*.

³⁰ Mahkamah Agung Republik Indonesia.

that depend on time, distance, or other service conditions, provided they are clearly communicated and accepted.³¹

Thus, charging users for waiting time is not inherently contrary to Islamic principles—as long as the condition is disclosed prior to the transaction, and both parties knowingly consent. The absence of clear information in Maxim’s application interface represents a procedural deficiency in *at-ta’rif* (notification), which is essential for legal validity.

In principle, Maxim’s application of a paid waiting time feature aligns with the fundamental components of an *ijarah* contract: a clearly defined service, identifiable parties, and quantifiable compensation. However, the lack of clear, upfront disclosure about additional charges compromises the validity of the agreement from a *sharia* perspective.

To ensure full compliance with Islamic commercial ethics, it is imperative for Maxim to enhance transparency by making all potential costs, including waiting time fees, explicitly visible and understandable to users before order confirmation. When both parties agree with full knowledge and free will, the contract fulfills the principle of *ridha* and upholds justice (*‘adl*) within the transaction, thereby rendering it valid and legitimate under Islamic law.

3. Consumer Protection in the Practice of Waiting Time Fees in Maxim's Services

From a civil law perspective, the relationship between application users and ride-hailing service providers such as Maxim is framed as an electronic agreement. This contract is formed digitally when users access and use the service through the application. Choices made by users—such as selecting the location, service type, and confirming an order—are construed as valid expressions of consent. In this arrangement, both the company and the consumer are legal subjects with reciprocal rights and obligations.

As a business actor, Maxim functions as a creditor when it holds the right to collect service fees from users. Conversely, upon accepting an order, the company assumes the role of debtor by being obligated to provide the service as agreed. Users, on the other hand, act as creditors entitled to receive the promised service and as debtors with an obligation to pay the agreed fees.

A notable issue in this context is the nature of digital contracts: most

³¹ Dewan Syariah Nasional-Majelis Ulama Indonesia, Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia No.09/DSN-MUI/IV/2000 tentang Pembiayaan Ijarah.

users do not thoroughly read or understand the terms and conditions provided. Legally, this allows the company to rely on the original terms and disclaim liability for matters already stipulated, provided that such provisions were reasonably made available. Thus, the burden of understanding the agreement lies with the consumer.

Despite this, Maxim is considered to have fulfilled the validity requirements of a contract as outlined in Article 1320 of the Indonesian Civil Code (KUHPerdara), which include mutual consent, legal capacity, a definite object, and a lawful cause.³² Additionally, Maxim's official website provides a dedicated page outlining its general terms of service, payment methods, waiting time provisions, and user obligations. From this standpoint, the principle of contractual transparency has been formally accommodated.

Nevertheless, in terms of consumer protection, the practice of imposing waiting time fees in the Delivery Food and Shop service presents several legal concerns. Referring to Law No. 8 of 1999 on Consumer Protection, several key principles must be considered:

First, the right to information as stipulated in Article 4(c): "the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services."³³ In practice, some consumers remain unaware that a per-minute fee is applied after a 20-minute free waiting period. Although this information may be available within the application, it should be presented more explicitly and accessibly prior to order confirmation. Based on this, Maxim bears the obligation to provide complete information regarding all cost components, including the per-minute waiting time fee, applicable taxes, and calculation methods. Clear communication is essential to enable consumers to make informed decisions and to avoid confusion or dissatisfaction due to unexpected charges.

Second, the right to proper service (Article 4(f)).³⁴ As a service provider, Maxim is obliged to ensure that users receive services consistent with the advertised standards. This includes delivering a reliable and comprehensible user experience, and avoiding sudden or unexplained charges that differ from the initial displayed price.

³² Lubis, "Hukum Perjanjian Di Indonesia."

³³ Republik Indonesia, Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³⁴ Republik Indonesia.

Third, the right to compensation (Article 4(h)).³⁵ If users suffer a loss due to inadequately disclosed additional charges, they are entitled to file a complaint and request compensation in accordance with the law. This highlights the need for business actors to uphold accountability and ensure fairness for consumers.

Fourth, the right to be treated fairly and without discrimination, as stated in Article 4(g): “the right to be treated or served properly, honestly, and without discrimination.”³⁶ Accordingly, Maxim must ensure that all business policies, including pricing and additional fees, are executed honestly, transparently, and without causing confusion or harm to consumers. All additional fees must be accompanied by explanations that are reasonably accessible and understandable to users. Charging extra fees without proper prior notification or imposing them unilaterally may be considered misleading or dishonest. Business actors have a legal obligation to treat all consumers fairly in every interaction.

From the standpoint of contract law, Maxim has implemented practices that align with the principle of freedom of contract and the legal framework governing electronic transactions. However, within the framework of consumer protection, improvements are necessary in three key areas: transparency of information, consistency of service, and responsiveness in complaint resolution mechanisms. These improvements are essential to maintain the balance of rights and obligations between the parties and to ensure that the digitization of services does not come at the expense of legal certainty and consumer justice.

E. CONCLUSION

This study concludes that the waiting time fee in Maxim’s Delivery Food and Shop service in Palu is a service innovation that offers driver-partners greater flexibility and reduces potential losses during long order processing. Initially set at IDR 500 per minute with a five-minute grace period, the fee was revised in late 2021 to IDR 250 per minute with a twenty-minute grace period. While beneficial for drivers, many users are unaware of these charges before confirming transactions, causing confusion and dissatisfaction. This highlights the need for clearer information and better consumer education on digital service policies.

³⁵ Republik Indonesia.

³⁶ Republik Indonesia.

From an Islamic legal perspective, the practice constitutes an *ijarah* contract between the service user (*musta'jir*) and the driver-partner (*mu'jir*). However, unclear information about waiting time fees introduces *gharar* (uncertainty), potentially undermining the contract's validity. Although KHES Article 317 and DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 allow flexible compensation if agreed upon clearly, the lack of upfront disclosure raises concerns about compliance with these requirements.

Under positive law, the practice aligns with Article 1320 of the Civil Code as a valid electronic contract. However, according to Law No. 8 of 1999 on Consumer Protection, improvements are needed in information transparency, service reliability, access to compensation, and fairness. Maxim should ensure all fees are clearly displayed and understood before transactions are finalized. Future research may explore *'urf tijari* and digital contract fairness in contemporary Islamic jurisprudence.

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