

Mystery Scoop Transactions in Digital Marketplaces: An Islamic Commercial Law Analysis

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Abstract

Mystery Scoop has emerged as a randomized sales mechanism on digital marketplaces in which buyers select and pay for a package before the specific goods are determined. This mechanism raises questions under Islamic commercial law because material characteristics of the transaction object may remain uncertain when the agreement is made. This study employs a qualitative descriptive design with a normative legal approach. Data were obtained through documentary research, non-participant digital observation of Mystery Scoop practices on Shopee and related promotional content, and literature concerning *fiqh al-mu'āmalāt* and DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021. The findings show that the specific items are determined randomly after payment, while their type, quantity, quality, and economic value may remain insufficiently ascertainable beforehand. Such material uncertainty may constitute *gharar* and may also weaken the effective exercise of *khiyār*. Potential *tadlīs*, *ghishsh*, and *tanājush/najsh*, however, cannot be inferred solely from randomization and require evidence of specific seller conduct. The study argues that randomization is not inherently incompatible with Sharia when its scope is clearly bounded. A Sharia-compliant Mystery Scoop model should integrate pre-contract disclosure, bounded randomization, and post-transaction protection through *khiyār* and accessible complaint mechanisms, thereby preserving the element of surprise while strengthening transparency, informed consent, and buyer protection.

Keywords: DSN-MUI Fatwa; *Fiqh al-Mu'āmalāt*; *Gharar*; Mystery Scoop; Online Transactions

Abstrak

Mystery Scoop berkembang sebagai mekanisme jual beli acak di marketplace digital, ketika pembeli memilih dan membayar paket sebelum barang tertentu yang akan diterima ditentukan. Mekanisme ini menimbulkan persoalan dalam hukum ekonomi syariah karena karakteristik material objek transaksi dapat belum diketahui secara memadai ketika kesepakatan dilakukan. Penelitian ini menggunakan desain deskriptif kualitatif dengan pendekatan yuridis normatif. Data diperoleh melalui studi dokumentasi, observasi digital nonpartisipan terhadap praktik Mystery Scoop di Shopee dan konten promosi terkait, serta kajian literatur mengenai *fiqh al-mu'āmalāt* dan Fatwa DSN-MUI Nomor 146/DSN-MUI/XII/2021. Penelitian menemukan bahwa barang tertentu ditentukan secara acak setelah pembayaran, sedangkan jenis, jumlah, kualitas, dan nilai ekonominya dapat belum diketahui secara memadai sebelumnya. Ketidakpastian material tersebut berpotensi menimbulkan *gharar* sekaligus melemahkan efektivitas pelaksanaan hak *khiyār*. Adapun potensi *tadlīs*, *ghishsh*, dan *tanājush/najsh* tidak dapat disimpulkan hanya dari mekanisme acak, tetapi memerlukan bukti mengenai perilaku tertentu dari penjual. Penelitian ini menunjukkan bahwa randomisasi tidak dengan sendirinya bertentangan dengan prinsip syariah apabila ruang lingkupnya dibatasi secara jelas. Model

Mystery Scoop yang lebih sesuai syariah perlu mengintegrasikan keterbukaan informasi praakad, randomisasi terbatas (bounded randomization), serta perlindungan pascatransaksi melalui khiyār dan mekanisme pengaduan yang mudah diakses.

Kata Kunci: *Fatwa DSN-MUI; Fiqh al-Mu`āmalāt; Gharar; Mystery Scoop; Transaksi Daring*

Introduction

The rapid development of digital technology has transformed patterns of economic interaction, including the way buying and selling transactions are conducted in Indonesia (Ahadiyah, 2024; Sukardi et al., 2024). Social media, initially developed primarily as a means of communication, has increasingly become integrated with digital commerce, enabling transactions to take place more efficiently without conventional spatial and temporal limitations (Altsaury et al., 2024; J. Hafizd et al., 2023). This transformation builds on the growth of online shopping in Indonesia since the emergence of e-commerce websites in the late 1990s and has accelerated alongside advances in digital technology and the widespread use of online marketplaces (Hediana & Aly, 2016). Ease of access, faster transaction processes, and increasingly diverse product choices have further encouraged consumers to use online shopping to meet their daily needs (Ambawani & Mukarromah, 2020).

The expansion of digital marketplaces has also generated innovative marketing strategies that combine commercial transactions with entertainment, games, and elements of surprise to create more interactive shopping experiences (Setyorini, 2024). One manifestation of this development is the Mystery Scoop sales model, in which consumers purchase randomly selected items at a predetermined price without knowing exactly which products they will receive. The practice has gained visibility through unboxing videos, live-streaming content, and buyer testimonials circulated on TikTok and marketplace platforms (Nurjannah et al., 2022). Unlike conventional online purchases, therefore, Mystery Scoop transactions offer not only goods but also an experience built around curiosity, randomness, and surprise.

The experiential character of Mystery Scoop may also encourage consumers to participate in popular digital trends. Such behavior can be associated with *Fear of Missing Out* (FOMO), a psychological condition characterized by anxiety about being excluded from activities or trends perceived as interesting or socially relevant (Wijaningsih et al., 2024). Individuals experiencing higher levels of FOMO may continuously seek opportunities to remain involved in emerging trends, particularly those circulated through social media, and this tendency can contribute to impulsive consumption behavior (Zanah & Rahardjo, 2020). In the context of Mystery Scoop, promotional videos and live streams intensify this attraction by presenting the

random selection process as an entertaining experience in which curiosity and anticipation become part of the purchasing decision (Mvondo et al., 2023).

Consequently, consumers may evaluate Mystery Scoop purchases not merely in terms of the utility of the goods and the price paid but also according to the emotional experience generated during the transaction. Curiosity regarding the products that will ultimately be received may stimulate purchasing interest and, in some cases, encourage repeated purchases that can develop into excessive consumption patterns (Annisa et al., 2024). However, the same element of surprise that generates commercial appeal also creates a fundamental legal issue: when the contract is concluded, buyers may not know with certainty the type, quantity, quality, or economic value of the goods they will receive. Sellers generally disclose only a broad category or range of possible products rather than the precise characteristics of the transaction object (Lubis, 2024).

This uncertainty raises questions concerning the compatibility of Mystery Scoop transactions with Islamic commercial law, particularly the requirement for sufficient clarity concerning the object of sale. Although random product selection may provide an entertaining purchasing experience, uncertainty regarding material characteristics of the goods may constitute *gharar* and weaken buyer protection when such uncertainty affects the substance of the contractual object (Nugroho & Astuti, 2022). Buyer reviews on Shopee reinforce the practical relevance of this concern, as some consumers have reported receiving damaged products or goods that did not correspond to their expectations (Shopee, 2025). Such discrepancies may reflect uncertainty concerning the quantity, quality, and value of goods and may expose buyers to losses that were not reasonably ascertainable when the transaction was concluded (Pasha & Asyiqin, 2024).

From the perspective of Islamic commercial law, however, the existence of uncertainty should not automatically be treated as sufficient to invalidate every transaction involving random selection. The relevant question is whether the uncertainty concerns material elements of the transaction object and reaches a degree capable of producing harm, imbalance, or dispute between the contracting parties. Islamic commercial transactions are expected to avoid prohibited elements such as *gharar* and *maysir* while promoting benefit and preventing harm (Zuḥaylī, 2011). Accordingly, Mystery Scoop requires a more specific examination of how uncertainty is generated within its transaction mechanism and whether that uncertainty materially affects contractual clarity and the rights of the buyer.

Within *fiqh al-mu'āmalāt*, economic transactions are understood not merely as exchanges of goods and services but also as legal and social relations governed by Sharia principles

(Suhendi, 2019). The literature commonly distinguishes *mu'āmalah māddiyyah*, which concerns the material or transactional object, from *mu'āmalah adabiyyah*, which emphasizes ethical and procedural dimensions such as honesty, transparency, trustworthiness, and freedom from coercion. Buying and selling are particularly relevant to *mu'āmalah māddiyyah* because the validity of the transaction is closely related to the legal status and ascertainability of its object (Abasir et al., 2024; Suhendi, 2019). This distinction provides an important analytical basis for determining whether the uncertainty embedded in Mystery Scoop affects an incidental aspect of the transaction or the essential characteristics of the object being exchanged.

Previous studies have established that online transactions under Islamic law require mutual consent and sufficient disclosure of material information. Information asymmetry may give rise to *tadlīs* when relevant information concerning quality, quantity, price, or delivery is improperly concealed or misrepresented to the detriment of one party (Hediana & Aly, 2016). Similarly, transparency regarding the contractual object, product quality, and information presented to consumers has been identified as essential to maintaining Sharia compliance in digital transactions (Arangga & Firmansyah, 2023). These studies demonstrate that transparency is not merely an ethical expectation but an important element in ensuring meaningful consent between parties in online transactions.

A related strand of scholarship has specifically examined *gharar* in digital transactions and randomized sales mechanisms. Sumiati et al. (2024) report that some scholars classify transactions involving random selection as severe *gharar* when the object cannot be adequately identified at the time of contract, particularly when the uncertainty serves primarily an entertainment function rather than an identifiable transactional necessity. Muchtar (2017) similarly explains that transactions involving materially unidentified objects may fall within *gharar* because essential characteristics—including quality, type, specification, or quantity—remain unknown. These arguments indicate that the legal issue does not arise merely from randomness itself but from the extent to which randomization prevents the parties from identifying material characteristics of the contractual object.

Studies addressing random-product transactions further demonstrate the importance of this distinction. Nugroho and Astuti (2022) find that insufficient clarity concerning transaction objects can contribute to consumer dissatisfaction in online sales, indicating the importance of adequate product disclosure. Ribadu and Wan (2019) likewise argue that Sharia-compliant e-commerce requires transparency concerning the contract, transaction object, and product information in order to reduce *gharar*, *maysir*, and other unfair practices while strengthening consumer trust. Taken together, these studies provide an important foundation for assessing

random sales, but they primarily establish the general relationship between uncertainty, transparency, and Sharia compliance rather than explaining how uncertainty operates at different stages of the Mystery Scoop mechanism.

Despite this growing literature, the specific legal structure of Mystery Scoop transactions on digital marketplaces remains insufficiently examined. Existing studies have largely addressed *gharar* in mystery boxes or randomized transactions in general, while the interaction between the material characteristics of the transaction object, the randomization mechanism, and buyer protection in Mystery Scoop transactions requires further analysis. Moreover, although DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 provides a normative framework for Sharia-based online shops, further analysis is needed to determine how its requirements concerning transparency, prohibited conduct, and buyer rights operate within the specific transaction structure of Mystery Scoop (DSN-MUI, 2021). This study therefore moves beyond simply asking whether random sales contain *gharar* and instead examines how material uncertainty is produced within the Mystery Scoop transaction and how that uncertainty affects Sharia compliance and buyer protection.

DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 is particularly relevant because it requires online transactions to provide sufficient information and prohibits conduct inconsistent with Sharia principles. Among the prohibited practices relevant to digital transactions are *tadlīs*, *tanājush/najsh*, and *ghishsh* (DSN-MUI, 2021). These concepts should nevertheless be analytically distinguished: *tadlīs* concerns the concealment or misrepresentation of material information; *tanājush/najsh* concerns artificial conduct intended to create a misleading impression of demand or influence transactional decisions; and *ghishsh* concerns deception, including concealing defects or presenting goods in a manner inconsistent with their actual condition (Zahra, 2024). Their application to Mystery Scoop therefore requires evidence of the relevant conduct and cannot be inferred solely from the existence of randomization.

Buyer protection is further connected to the right of *khiyār*, which allows a contracting party, under relevant conditions, to continue or rescind a transaction when the goods received do not conform to the agreed characteristics. This right is recognized within the Compilation of Sharia Economic Law as an instrument for protecting parties in sales transactions (KHES, 2011). Effective exercise of *khiyār*, however, presupposes that there is a sufficiently clear description against which the goods received can be assessed; an excessively general description may blur the distinction between goods that conform to the contract and those that do not. The right of *khiyār* therefore provides an additional analytical lens for examining how

uncertainty in Mystery Scoop transactions affects meaningful consent and buyer protection (Hardiati & Latifah, 2024).

Against this background, this study analyzes Mystery Scoop transactions on Shopee through the framework of *fiqh al-mu'āmalāt*, particularly *mu'āmalah māddiyyah*, and DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021. The analysis focuses on the clarity of the transaction object, the materiality of *gharar*, the potential relevance of *tadlīs*, *tanājush/najsh*, and *ghishsh*, and the effective exercise of *khiyār*. By distinguishing uncertainty inherent in the transaction object from prohibited conduct that requires additional evidence of seller behavior, this study seeks to provide a more precise assessment of Mystery Scoop transactions and to identify the conditions under which their mechanism could be redesigned to better comply with Sharia principles.

Methods

This study employs a qualitative descriptive design with a normative legal approach to examine Mystery Scoop transactions from the perspective of Islamic commercial law. The normative analysis focuses on *fiqh al-mu'āmalāt*, particularly *mu'āmalah māddiyyah*, and DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on Online Shops Based on Sharia Principles. Rather than treating randomization itself as inherently incompatible with Sharia, the study examines how the Mystery Scoop mechanism creates uncertainty regarding the transaction object and whether such uncertainty affects contractual clarity, buyer rights, and compliance with Sharia principles.

The study draws on both primary and secondary legal materials, supplemented by digital marketplace observations. Primary legal materials consist of relevant provisions of the Qur'an and hadith, DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021, and the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*). Secondary materials include books, journal articles, and previous studies concerning *fiqh al-mu'āmalāt*, online sales, *gharar*, *maysir*, *tadlīs*, *tanājush/najsh*, *ghishsh*, *khiyār*, information asymmetry, and consumer protection in digital transactions. These materials are used to establish the normative criteria against which the observed Mystery Scoop practices are assessed.

Empirical support for the normative analysis was obtained through non-participant digital observation of Mystery Scoop transactions on the Shopee marketplace and related promotional content on TikTok. The observation focused on the transaction process, including product and price selection, information disclosed before payment, the random selection mechanism, the determination of goods after payment, product delivery, and relevant buyer reviews. Particular

attention was given to the extent to which sellers disclosed the type, quantity, quality, condition, and value of possible goods before the contract was concluded, as these elements determine the degree of certainty surrounding the transaction object. The observations were used to illustrate and contextualize the legal analysis rather than to statistically generalize the practices of all Mystery Scoop sellers.

Data were analysed through qualitative content analysis and normative legal interpretation (J. Z. Hafizd, Nurfuadah, et al., 2026). The analysis proceeded by identifying the Mystery Scoop transaction mechanism, classifying the forms of uncertainty found at each stage of the transaction, and assessing their materiality under *fiqh al-mu'āmalāt* and DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021. The analysis distinguished *gharar* arising from uncertainty inherent in the transaction object from *tadlīs*, *tanājush/najsh*, and *ghishsh*, which require additional evidence of particular conduct by the seller. The findings were then examined in relation to the buyer's right of *khiyār* to determine whether the information available at the time of contract provides an adequate basis for meaningful consent and effective buyer protection.

The Mechanics of Mystery Scoop Sales on Marketplaces

Mystery Scoop transactions on digital marketplaces operate through a random selection mechanism in which buyers pay a predetermined price without knowing the exact items they will receive. Sellers generally disclose only a category or range of possible products, while specific information concerning the type, quantity, colour, quality, or value of the goods may remain undetermined when the transaction is initiated (Lubis, 2024). Randomization therefore constitutes a central feature of the transaction mechanism, distinguishing Mystery Scoop from conventional online sales in which the specific product is ordinarily identified before payment.

Based on observations of Mystery Scoop sales videos on TikTok and product listings on the Shopee marketplace, both accessed on March 12, 2026, the transaction generally begins with the buyer selecting a Mystery Scoop package from several price options offered by the seller. These price variations typically correspond to differences in the number of scoops, items, or package categories offered, although the specific goods to be received have not yet been determined. Once a package has been selected, the buyer completes payment through the marketplace payment system, after which the seller performs the random selection process. **Figure 1** illustrates the terms of sale and the package options presented to buyers before payment.



Figure 1 Terms of Sale

After payment has been completed, the seller determines the goods to be delivered using a random selection method. In the observed practice, this process involves scooping beads, balls, or similar markers, each of which represents a particular item or product category. The result of this process determines the specific goods that the buyer will ultimately receive, meaning that the individual items are identified only after the buyer has committed to the transaction. The stages of this random selection mechanism are illustrated in Figures 2.1, 2.2, and 2.3 (Shopee, 2025).

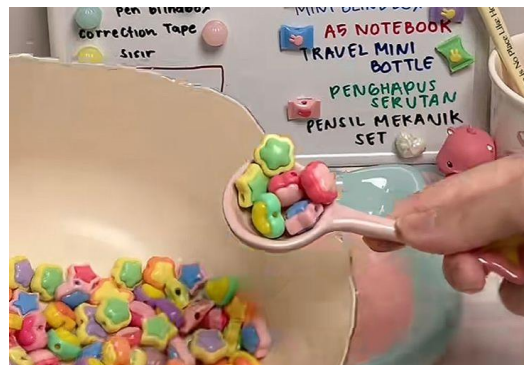


Figure 2.1. Random Selection of Mystery Scoop Items



Figure 2.2. Random Selection of Mystery Scoop Items

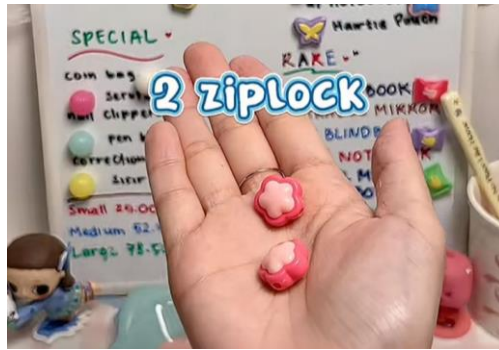


Figure 2.3. Random Selection of Mystery Scoop Items

In some observed practices, sellers also provide bonus items, which may themselves be determined randomly according to the policy of the individual store. Once the selection process has been completed, the resulting items are packaged and shipped using the delivery services available through the marketplace, while buyers learn the exact type and physical condition of the goods only after receiving them (video from TikTok account @Toko A). The observed products generally consist of relatively small consumer items, such as accessories, trinkets, and other goods of varying types and quality (Shopee, 2025).

The sequence demonstrates that payment and the determination of the specific goods occur at different stages of the Mystery Scoop transaction. At the time payment is made, the buyer may know the general category or range of possible products but does not necessarily know the precise type, quality, or economic value of the goods that will ultimately be received (Rahmi, 2023). The specific transaction object is subsequently determined through the random selection conducted by the seller, creating a degree of informational disparity between the parties because the buyer enters the transaction with less information concerning the final goods than would ordinarily be available in a conventional product-specific sale (Tang et al., 2023). This characteristic is important for the subsequent analysis because the legal issue concerns not merely the existence of randomization but the extent to which material characteristics of the transaction object remain undetermined when the parties enter into the agreement.

The overall transaction can therefore be described as a sequence consisting of product or package selection, payment by the buyer, random determination of the specific items by the seller, delivery, and receipt of the goods by the buyer. This sequence also shows the point at which uncertainty concerning the specific transaction object arises and when that uncertainty is eventually resolved. The complete transaction flow is summarized in **Figure 4**.



Figure 4. Mystery Scoop Transaction Mechanism on Digital Marketplaces

The Potential for *Gharar* in Mystery Scoop Transactions

Observations of several Mystery Scoop stores on Shopee indicate that buyer dissatisfaction occurs across stores with both relatively high and low ratings. Complaints generally concern products that do not meet expectations, quantities perceived as insufficient, or product quality and value considered disproportionate to the price paid (Shopee, 2025). These complaints are relevant to the transaction mechanism because buyers typically receive only general information about the range of possible items rather than precise information concerning the type, quantity, quality, and economic value of the goods they will ultimately receive (Mayasari & Nurhasanah, 2022).

From the perspective of *fiqh al-mu'āmalāt*, the legal issue does not arise merely because Mystery Scoop incorporates an element of surprise or randomization. Rather, the central question is whether the uncertainty concerns material characteristics of the object of sale and whether it is sufficiently significant to expose either party to potential loss or dispute. Clarity regarding the transaction object is therefore essential for limiting *gharar* and ensuring that consent is based on adequate knowledge of what is being exchanged (Abdullah & Ramadhan, 2022). This requirement is also reflected in DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021, which requires sellers to provide information concerning the criteria of the goods, price, and other relevant characteristics of the transaction object (DSN-MUI, 2021).

In Mystery Scoop transactions, uncertainty concerns several material dimensions simultaneously. At the time the buyer makes the payment, the specific type of goods has not yet been determined, while their quantity, quality, and economic value may also remain insufficiently ascertainable until the random selection process has been completed. Such uncertainty may constitute *gharar* when it materially affects the object of sale and creates a risk of loss or disagreement between the parties. Accordingly, the Sharia concern lies not in randomization *per se*, but in the extent to which randomization prevents the buyer from sufficiently identifying the material characteristics of the object when entering into the transaction.

This uncertainty also has implications for the buyer's right of *khiyār*. DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 recognizes the buyer's right to exercise *khiyār* when the goods received do not correspond to the description provided at the time of the contract (DSN-MUI, 2021). In Mystery Scoop transactions, however, a broadly formulated product description may provide no sufficiently precise benchmark against which conformity can subsequently be assessed. The difficulty is therefore twofold: uncertainty may affect the clarity of the transaction object at the contractual stage and simultaneously weaken the practical exercise of *khiyār* after the goods have been received.

The findings consequently indicate the potential for material *gharar* rather than establishing that every form of randomized sale is inherently prohibited. The relevant uncertainty concerns characteristics that directly determine what the buyer receives and whether its value reasonably corresponds to the agreed exchange. Where the type, quantity, quality, and value of the goods remain materially indeterminate at the time of agreement, the transaction may conflict with the principle of clarity (*bayān*) intended to prevent excessive uncertainty and harm in commercial transactions (Nurjanah et al., 2024).

Mystery Scoop from the Perspective of *Mu'āmalah Māddiyyah*

Within *fiqh al-mu'āmalāt*, *mu'āmalah māddiyyah* focuses on the material dimensions of transactions, particularly the status and characteristics of the property constituting the contractual object. The legal status of an object—whether permissible, prohibited, or doubtful—as well as its identifiable characteristics may affect the validity of the transaction in which it is exchanged (Suhendi, 2019). Mystery Scoop falls within this domain because the transaction involves the transfer of ownership of goods in exchange for a predetermined payment.

The central issue is therefore not whether Mystery Scoop involves an object of sale, but whether that object is sufficiently ascertainable when the parties enter into the transaction. In the observed mechanism, buyers generally choose a package and price before the specific goods are determined, while the final items are selected randomly only after payment has been made. Information available beforehand may identify a general category or range of possible goods without specifying the exact type, quality, quantity, or value that each buyer will receive (Hidayah, 2022). Consequently, the transaction object exists as a general pool of possible goods, but its specific characteristics may remain materially indeterminate at the relevant stage of the transaction.

This distinction is important because Islamic commercial law requires sufficient knowledge of the object of sale to support informed consent and prevent harmful uncertainty. Where essential characteristics of the object remain indeterminate, uncertainty may extend beyond an incidental feature of the transaction and affect the substance of the exchange itself (J. Z. Hafizd, Arifin, et al., 2026; Sumiati et al., 2024). In online transactions, similar concerns arise when product specifications, quality, or conformity with the seller's representation cannot be adequately established before the transaction is completed (Febrianti, 2025). Mystery Scoop therefore presents a particular problem when randomization determines material characteristics of the goods rather than merely a nonessential variation within a clearly defined product.

Viewed through *mu'āmalah māddiyyah*, the relevant assessment should therefore distinguish between permissible variation within an adequately defined object and material indeterminacy concerning the object itself. If buyers are informed of the relevant product category, quantity, quality standard, condition, and guaranteed value range, random selection may concern only which particular variant they receive. Conversely, where these material characteristics remain substantially unknown until after payment, the buyer cannot adequately identify the object for which the consideration has been exchanged (Siliwangi, 2024). In the latter situation, uncertainty may affect the requirements governing the object of sale and constitute *gharar* capable of undermining the validity of the transaction (Nurjanah et al., 2024).

Mystery Scoop under DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021

DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on Online Shops Based on Sharia Principles provides a more specific normative framework for evaluating Mystery Scoop transactions in digital marketplaces. The fatwa emphasizes clarity and transparency of information and prohibits conduct inconsistent with Sharia principles in online sales (DSN-MUI, 2021). Among the relevant prohibited practices are *tadlīs*, *tanājush/najsh*, and *ghishsh*, each of which addresses a distinct form of problematic conduct and should therefore not be treated as interchangeable (Zahra, 2024).

The strongest concern identified in the observed Mystery Scoop mechanism relates to the adequacy of information available to buyers. General descriptions that do not sufficiently disclose the type, quantity, quality, condition, or value range of possible goods may prevent buyers from adequately assessing the object before entering into the transaction (DSN-MUI, 2021). Such informational deficiencies may be relevant to *tadlīs* where material information is deliberately concealed or misrepresented, but incomplete information alone should not automatically be classified as *tadlīs* without evidence concerning the seller's conduct. The

distinction is important because uncertainty inherent in the transaction structure and deceptive behavior by the seller constitute related but analytically different legal issues.

The same evidentiary caution applies to *tanājush/najsh* and *ghishsh*. Promotional practices involving attractive unboxing videos or live streams may influence consumer perceptions and purchasing decisions (Sukirman & Kumalasari, 2023), but promotional attractiveness alone does not establish *tanājush/najsh*. Such a finding would require evidence that demand, price, popularity, reviews, or other market signals were artificially manipulated to induce purchases. Similarly, buyer dissatisfaction or a difference between expected and received goods does not by itself establish *ghishsh*; this characterization would require evidence that the seller concealed defects or presented the goods in a materially misleading manner. Nevertheless, reviews reporting that received products were inconsistent with promotional descriptions or were considered disproportionate to the price paid demonstrate the practical risks associated with inadequate product disclosure (Galib et al., 2024; Shopee, 2025).

The right of *khiyār* provides a further measure for assessing buyer protection under the fatwa. Buyers may exercise *khiyār* when the goods received do not conform to the description provided when the contract was concluded, but this protection depends on the existence of a sufficiently specific initial description (DSN-MUI, 2021). If sellers disclose only a broad range of possible items, the distinction between goods that are “as described” and “not as described” becomes difficult to establish, thereby weakening the practical effectiveness of *khiyār*. This problem is particularly significant in Mystery Scoop transactions because the specific item is determined only after payment, making prior disclosure essential to establishing an objective benchmark for subsequent claims of non-conformity (Suhendi, 2019).

Taken together, the findings indicate that the principal Sharia issue in Mystery Scoop transactions is the material uncertainty surrounding the transaction object and its implications for meaningful consent and buyer protection. Potential *tadlīs*, *tanājush/najsh*, or *ghishsh* should be assessed separately and established only where evidence supports the elements of those practices. Accordingly, compliance with DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 requires more than merely informing buyers that the goods will be randomly selected; sellers must provide sufficient ex ante information to make the scope of randomization, characteristics of possible goods, and standards for exercising *khiyār* reasonably ascertainable (DSN-MUI, 2021).

A Sharia-Compliant Model for Mystery Scoop Transactions

The preceding analysis demonstrates that the principal Sharia concern in Mystery Scoop transactions arises when randomization leaves material characteristics of the transaction object insufficiently ascertainable at the time of agreement. Accordingly, improving Sharia compliance does not necessarily require eliminating randomization altogether; rather, the mechanism should be redesigned so that randomization operates within clearly disclosed and contractually defined parameters. Transparency before the contract is therefore essential, as adequate disclosure reduces information asymmetry and enables buyers to make informed transactional decisions (Ribadu & Rahman, 2019).

The first component of the proposed model is pre-contract disclosure. Before payment, sellers should clearly disclose the category and list or range of possible items, the quantity or minimum quantity to be received, relevant quality and condition standards, and the minimum or range of economic value represented by each package. Merely displaying examples of possible products is insufficient if buyers remain unable to determine the material boundaries of what they are purchasing. Providing these parameters allows buyers to understand the scope of randomization before consenting to the transaction, thereby reducing material uncertainty and strengthening consumer confidence (Li et al., 2024).

The second component is bounded randomization, meaning that random selection should determine only the particular item or variant received within parameters already disclosed to and accepted by the buyer. Under this model, uncertainty is not entirely eliminated, because surprise remains an essential commercial feature of Mystery Scoop, but its scope is restricted so that it does not extend to all material characteristics of the transaction object. For example, the specific design or variant may remain random, while the product category, minimum quantity, quality standard, condition, and minimum or value range are established beforehand. This distinction allows the entertainment element of Mystery Scoop to be maintained while reducing the risk that randomization produces excessive *gharar*.

The third component concerns post-transaction buyer protection through *khiyār* and an accessible complaint mechanism. DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 recognizes the buyer's right to exercise *khiyār* when the goods (*mabī'*) received do not conform to the information provided at the time of the contract (DSN-MUI, 2021). Sellers should therefore establish clear procedures for complaints, including the period for submitting claims, the circumstances constituting non-conformity, and the remedies available to buyers, such as replacement, return, or other appropriate resolution. These protections become meaningful only

when the pre-contract description provides objective criteria against which the goods received can subsequently be assessed.

The proposed model consequently integrates pre-contract disclosure, bounded randomization, and post-transaction protection as interconnected safeguards. Pre-contract disclosure establishes the material boundaries of the transaction object; bounded randomization preserves the element of surprise without leaving essential characteristics entirely indeterminate; and *khiyār* and complaint procedures provide remedies when the goods received fall outside the disclosed parameters. Through this structure, Mystery Scoop can be redesigned from an open-ended random transaction into a controlled random transaction, in which surprise remains commercially attractive while transparency, informed consent, and buyer protection are strengthened in accordance with Sharia principles. The proposed model and the relationship among these safeguards are illustrated in Figure 5.

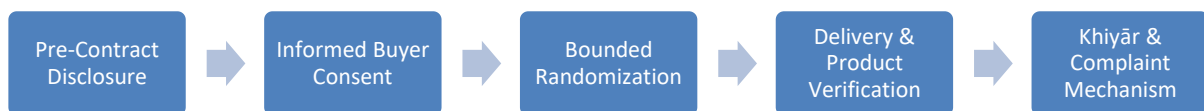


Figure 5. Proposed Sharia-Compliant Model for Mystery Scoop Transactions

Conclusion

This study concludes that Mystery Scoop transactions on digital marketplaces raise Sharia concerns primarily because the specific goods are determined through random selection after payment, leaving material characteristics of the transaction object—including type, quantity, quality, and economic value—insufficiently ascertainable when the buyer enters into the transaction. From the perspective of *fiqh al-mu‘āmalāt*, particularly *mu‘āmalah māddiyyah*, such material uncertainty may constitute *gharar* when it affects the substance of the exchange and exposes the parties to potential loss or dispute. Under DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021, the observed practices also present concerns regarding information transparency and the effective exercise of *khiyār*, while *tadlīs*, *tanājush/najsh*, and *ghishsh* require additional evidence of specific seller conduct and therefore cannot be inferred solely from randomization. Rather than requiring the elimination of randomization altogether, Sharia compliance can be strengthened through pre-contract disclosure, bounded randomization, and effective post-transaction protection, allowing the element of surprise to remain while ensuring that the material boundaries of the transaction object are sufficiently clear.

This study is limited by its reliance on non-participant digital observations of Mystery Scoop practices on online marketplaces and social media, without direct data from the parties

involved in the transactions. Consequently, the findings primarily establish a normative assessment of the observed transaction mechanism and cannot represent the experiences, intentions, or practices of all buyers and sellers. Future research should combine normative legal analysis with interviews or other direct data collection involving buyers, sellers, marketplace administrators, DSN-MUI representatives, and relevant regulatory authorities to examine how disclosure, randomization, complaints, and *khiyār* operate in practice. Comparative studies across platforms and different forms of randomized digital sales would also be valuable for testing the proposed Sharia-compliant model of bounded randomization and developing more comprehensive standards for consumer protection in Islamic digital commerce.

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