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A Review Of Sharia Economic Law On Cake Pricing: A Study At Elly's Cake Store, Sukarame District, Bandar Lampung City[1]

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Abstract:
Pricing is one of the most important aspects of commercial transactions, as it is closely related to the realization of justice, transparency, and a balanced distribution of rights and obligations between sellers and buyers. In practice, ELLY'S Cake Store, located in Sukarame District, Bandar Lampung City, implements a pricing policy that differentiates between returning customers and new customers for the same products. This practice raises questions regarding its conformity with the principles of Sharia Economic Law. This study aims to examine the pricing mechanism implemented at ELLY'S Cake Store, analyze its conformity with the principles of Sharia Economic Law, and propose a general analytical framework for assessing loyalty pricing practices within fiqh al-mu'āmalah. This research employed a qualitative approach using a field research design. Data were collected through observation, in-depth interviews, and documentation involving the store owner, one employee, one returning customer, and one new customer, selected through purposive sampling. The data were analyzed using data reduction, data display, and conclusion-drawing techniques, with source and method triangulation applied to strengthen the trustworthiness of the data. The findings indicate that the pricing mechanism is determined by considering production costs, raw material prices, operational expenses, market conditions, and strategies to maintain customer loyalty. The price differences offered to returning customers are intended as a form of appreciation for their loyalty and do not affect the quality of the products or services provided. From the perspective of Sharia Economic Law — examined through the doctrines of tas'īr (price regulation), khiyār (option to rescind), and tadlīs (fraudulent misrepresentation) — this pricing practice is legally valid (ṣaḥīḥ) because it rests on the individually informed consent of each transacting party (an-tarāḍin) and does not involve riba, gharar, or active misrepresentation of the object of sale. However, the absence of proactive disclosure of the loyalty-pricing scheme to new customers constitutes a transparency deficiency that renders the practice ethically imperfect (makrūh tanzīhī) rather than fully ideal, without invalidating the

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underlying contracts. The study proposes four criteria for evaluating the Sharia compliance of loyalty pricing in small-business practice and recommends that ELLY'S Cake Store adopt open disclosure of its special pricing policy to fully realize the principles of justice (al-ʼadl) and transparency in commercial transactions.
Keywords: Sharia Economic Law; Pricing; Loyalty Pricing; Tasʻīr; Transparency.

A. INTRODUCTION

Trade is one of the forms of muʻāmalah that occupies a strategic position in Islam because it plays an essential role in fulfilling human needs (Nafsah, 2023). Commercial activities are not merely oriented toward generating economic profit but must also be grounded in the principles of justice (al-ʼadl), honesty (ṣidq), transparency, and mutual consent (an-tarāḍin) among the parties to a transaction (Putri et al., 2024). These principles serve as the foundation for ensuring that every transaction promotes public welfare (maṣlaḥah) and is free from practices prohibited under Islamic law, such as fraud (tadlīs), excessive uncertainty (gharar), and other actions that may harm either party (Nurinayah, 2023).

Islam grants business actors the freedom to determine the prices of goods and services, provided that such pricing mechanisms do not contradict the principles of Sharia (Milat et al., 2026). In principle, prices are formed through market mechanisms based on the balance between supply and demand. Nevertheless, this freedom is not absolute. Pricing must be conducted fairly, proportionally, and without exploiting consumers (Parakkasi & Kamiruddin, 2018). Any profit earned should be lawful (ḥalāl) and expected to bring blessings (barakah) to both business actors and consumers (Taufik & Wahyudi, 2023).

The increasingly competitive business environment has encouraged entrepreneurs to implement various marketing strategies to maintain customer loyalty (Suminar, 2023). One commonly adopted strategy is offering special prices to certain customers, such as returning customers or those purchasing in large quantities. From a business perspective, this strategy serves as a form of appreciation for customer loyalty while fostering long-term relationships with consumers (Rinaldi, 2024). However, from the perspective of Sharia Economic Law, such practices warrant further examination, particularly when implemented without adequate disclosure to all consumers. This situation may give rise to unfairness in transactions and conflict with the principles of transparency and justice that underpin Islamic commercial dealings.

This phenomenon was observed at ELLY'S Cake Store in Sukarame District, Bandar Lampung City. Preliminary observations revealed that cakes of the same type and size were sold at different prices depending on the customer's status. For example, returning customers were charged IDR 50,000 per jar, while new customers paid IDR 60,000 per jar for the identical product. According to the store management, this price difference is intended as a form of appreciation for loyal customers and as a strategy to maintain customer loyalty. However, new customers are generally not informed of this differentiated pricing policy in advance.

This condition presents an interesting legal issue for further examination. Providing discounts to certain customers is a common marketing practice in commercial activities. However, when price differentiation is implemented without adequate transparency for all consumers, questions arise as to whether the principles of justice, transparency, and mutual consent (an-tarāḍin), which constitute the foundation of Sharia Economic Law, have been fulfilled. The increase in raw material costs has been cited by the store as the rationale for this pricing policy. Nevertheless, this justification warrants further analysis, given that returning customers continue to receive lower prices than new customers for the same product.

Several previous studies have examined pricing practices from the perspective of Sharia. A study by Hesti Yunita Sari and Lutfi Rahmatullah explored the application of Islamic business ethics in pricing for consumers in need. The findings demonstrated that pricing in Islam should be based on the principles of justice, honesty, and public welfare (maṣlaḥah), thereby preventing harm to either party (Sari & Rahmatullah, 2021). Another study conducted by Syaharani Nadira Putri, entitled Changing the Names of Food Products Based on Islamic Law and Positive Law, examined the practice of renaming food products from the perspectives of Islamic law and Indonesian positive law (Syaharani, 2023). Furthermore, a study by Siti Maisaroh, titled Pricing in Nutmeg Trading Based on Sharia Economic Law, analyzed pricing practices in nutmeg transactions from the perspective of Sharia Economic Law, emphasizing conformity with the principles of justice, honesty, and public welfare (Maisaroh, 2023).

Although these studies emphasize the importance of applying the principles of justice in commercial transactions, none specifically examines price discrimination based on customer status in a small-scale food business, nor do they engage the classical doctrines of tas’īr (price regulation), khiyār (option to rescind), and tadlīs (fraudulent misrepresentation) as an analytical lens for such practice. A research gap therefore remains, both empirically — regarding the conformity of differential pricing practices for returning and new customers with the principles of Sharia Economic Law — and theoretically, regarding the criteria that should be used to assess the Sharia-compliance of loyalty-based pricing more generally.

Based on the foregoing discussion, this study aims to (1) analyze the pricing mechanism implemented at ELLY'S Cake Store in Sukarame District, Bandar Lampung City; (2) evaluate its conformity with the principles of Sharia Economic Law, particularly justice, transparency, mutual consent (an-tarāḍin), and the determination of reasonable profit; and (3) develop, from this case, a general set of criteria for evaluating loyalty-pricing practices within fiqh al-mu’āmalah that can be applied beyond this single case. The findings are expected to contribute both a case-based evaluation and a transferable analytical framework to the development of Sharia Economic Law scholarship on pricing practices, and to serve as a reference for business actors in implementing fair pricing policies consistent with Islamic values.

B. METHODE

This study employed a qualitative approach using a field research design (Moleong, 2021). The research was conducted at ELLY'S Cake Store, located in Sukarame District, Bandar Lampung City. A qualitative approach was chosen to obtain an in-depth understanding of the pricing mechanism applied to returning and new customers and to analyze its conformity with the principles of Sharia Economic Law. Fieldwork — observation, interviews, and document collection — was conducted over the period.

The data sources consisted of primary and secondary data (Sugiyono, 2022). Primary data were collected through in-depth interviews with four informants selected through purposive sampling based on their direct involvement in, or firsthand experience of, the pricing practice at ELLY'S Cake Store: (1) the store owner, as the party responsible for setting the pricing policy; (2) one employee directly involved in daily sales transactions; (3) one returning customer who has purchased repeatedly and been offered the special price; and (4) one new customer who purchased at the regular price. This composition was chosen deliberately to capture both the seller's and the buyer's perspectives, and to allow the returning-customer and new-customer perspectives to be examined and reported separately rather than merged. Secondary data were obtained from the Qur'an, Hadith, classical fiqh al-mu'āmalah literature, textbooks on Sharia Economic Law, statutory regulations — including Law No. 8 of 1999 on Consumer Protection — and scholarly journals relevant to pricing and commercial transactions.

Data were collected through observation, interviews, and documentation (Arikunto, 2019). Observation was conducted to directly examine the pricing practices at the research site, including the prices displayed and charged during actual transactions. Interviews were carried out using a semi-structured interview guide to obtain information regarding the pricing mechanism, the rationale for offering different prices to different customers, and the perspectives of the parties involved concerning this policy. Documentation involved collecting documents related to the research object, including price lists and transaction records.

To strengthen the trustworthiness of the data, this study applied source triangulation — cross-checking the owner's account of the pricing rationale against the statements of the employee and the two customer informants — and method triangulation, in which interview data were cross-checked against direct observation of transactions and the store's documentary records (price lists and transaction notes). Where discrepancies arose between an informant's account and the documentary evidence, the documentary evidence was treated as the more reliable source.

The collected data were analyzed qualitatively through three stages: data reduction, data display, and conclusion drawing (Miles et al., 2020). Data reduction involved selecting and categorizing the data according to the research focus. The data were then systematically presented to facilitate interpretation and subsequently analyzed against the principles of Sharia Economic Law — justice (al-'adl), mutual consent (an-tarāḍin), transparency, and reasonable profit — as well as the classical doctrines of tas'īr, khiyār, and tadlīs discussed in Section C.2. The final stage involved drawing conclusions based on this analysis.

A limitation of this design should be noted at the outset: because only one informant represents each of the "returning customer" and "new customer" categories, the customer-side findings in Section C.1 are reported as the perspectives of those two specific informants rather than as generalizable patterns across ELLY'S customer base. This limitation and its implications for the generalizability of the findings are revisited in the Conclusion.

C. **RESULTS AND DISCUSSION**

1. Cake Pricing Mechanism at ELLY'S Cake Store, Sukarame District, Bandar Lampung City

The findings indicate that the pricing mechanism implemented at ELLY'S Cake Store is based on several factors, including production costs, raw material prices, operational expenses, market conditions, and strategies to maintain customer loyalty. Prices are determined before the products are marketed and are adjusted whenever there is an increase in the prices of raw materials such as flour, eggs, sugar, butter, and other supporting ingredients. The pricing policy is not speculative; rather, it is based on the actual costs incurred during the production process, as confirmed by both the owner and the employee informant, and corroborated by the store's price list documentation.

As part of its marketing strategy, ELLY'S Cake Store implements a special pricing policy for returning customers. This policy is intended to maintain long-term relationships with loyal customers. Customers who have made repeated purchases are offered lower prices than new customers, while the quality of the products and services remains unchanged. This finding indicates that the price difference is not due to differences in product quality but to the marketing strategy adopted by the business.

The strategy of offering special prices to loyal customers is commonly known as customer loyalty pricing, which provides discounts to strengthen long-term relationships between businesses and consumers. In general, this strategy is regarded as an acceptable business practice, provided that it does not create unfair competition or cause harm to consumers.

Based on the interview results, the returning-customer informant was aware of the special pricing policy and perceived it as a form of appreciation for her loyalty. In contrast, the new-customer informant was not informed of the price difference before making his purchase. Upon learning of the policy after the transaction, he indicated that he still considered the price he had paid reasonable relative to the product's quality, but stated that he believed information about the special pricing policy should be disclosed openly to all consumers rather than left undisclosed. Because this account rests on a single informant in each category, it should be read as an illustrative perspective rather than as evidence of a distribution of customer opinion; further research involving a larger and more diverse pool of customer informants would be needed to establish how representative these views are.

These findings suggest that the primary issue does not lie in the existence of price differentiation itself but rather in the lack of proactive transparency regarding the pricing mechanism. Transparency is a crucial factor in building consumer trust and preventing misunderstandings in commercial transactions, and this concern is examined in legal terms in the following section.

2. *Sharia Economic Law Perspective on Cake Pricing at ELLY'S Cake Store*

From the perspective of Sharia Economic Law, price determination is generally left to market mechanisms, provided that it does not involve injustice, fraud (tadlīs), excessive uncertainty (gharar), or other practices that contradict Sharia principles (Analia et al., 2023). This position has a strong textual basis in the well-known hadith narrated from Anas ibn Mālik: when prices rose in Medina and the Companions asked the Prophet ﷺ to fix prices, he declined, stating in substance that it is God alone who constricts and expands sustenance and sets prices, and that he hoped to meet God without any of the Companions holding a claim against him for an injustice in property (narrated in Sunan Abū Dāwūd, Kitāb al-Ijārah; also in Sunan al-Tirmidhī and Sunan Ibn Mājah). The dominant reading of this hadith among jurists is that tas'īr (external price-fixing) is, as a rule, not permitted, because prices formed through a freely functioning market are not inherently unjust. Islam does not prescribe a maximum profit margin for business actors; however, profits must be earned through lawful (ḥalāl), fair, and non-exploitative means (Yusnaidi, 2022).

This general rule, however, is not absolute. Ibn Taymiyyah — while affirming the Prophet's refusal to fix prices in an ordinarily functioning market — held that tas'īr may become obligatory where a monopolistic party (iḥtikār) manipulates supply to exploit consumers, since in such cases the price no longer results from a genuinely free market and intervention serves to remove an injustice rather than create one. Applied to the present case, this distinction is instructive: ELLY'S Cake Store operates in a competitive local market for cakes, sets its prices based on documented production costs rather than exploiting scarcity, and imposes no restriction on customers' freedom to buy elsewhere. There is accordingly no indication of iḥtikār or price manipulation that would bring the store's pricing under the exceptional, prohibited category; its pricing falls within the ordinary, permissible exercise of a seller's discretion over price.

The more analytically demanding question is whether the non-disclosure of the loyalty-pricing scheme to new customers undermines the validity of the contract itself, particularly with respect to an-tarāḍin (mutual consent) and the prohibition of tadlīs. Classical fiqh al-mu'āmalah distinguishes between two situations that are easily conflated in this context. The first is tadlīs in the strict sense: active concealment or misrepresentation of a defect or material fact concerning the object of sale (mabi') or the price itself — for example, falsely telling a new customer, "this is our standard price for everyone," when it is not. Such a statement would constitute tadlīs fi al-thamān and would compromise the validity of consent. The second is the mere non-disclosure of an internal customer-relations policy that has no bearing on the object of sale, its quality, or the price actually being offered to the specific customer concerned. Based on the interview and documentation data, no evidence was found that ELLY'S Cake Store or its staff made any affirmative misrepresentation of this kind to new customers; the store simply did not proactively volunteer information about a loyalty scheme that did not apply to the transaction at hand.

On this basis, an-tarāḍin for each individual transaction is satisfied: every customer — returning or new — was informed of the price applicable to their own purchase before the transaction was completed, and no element of coercion was identified in the sale process. Applying the essential pillars of a valid contract in fiqh al-mu'āmalah — legally competent parties, a clearly identified subject matter, a price known to both parties, and offer (ījāb) and acceptance (qabūl) based on mutual consent — the transactions at ELLY'S Cake Store satisfy these requirements and are therefore valid (ṣaḥīḥ). The absence of information about a different customer's price does not, by itself, negate the consent given to one's own transaction, since khiyār (the option to rescind a contract) in classical fiqh is triggered by defects in the object of sale, misrepresentation, or discovery of a materially unfavorable term of one's own contract — not by the discovery that another party received more favorable terms in a separate transaction.

This conclusion of contractual validity, however, should not be read as full compliance with the broader, non-contractual principle of transparency that Sharia Economic Law also demands. Al-'adl (justice) requires not only that a contract be technically valid but that the overall dealing be conducted in a manner that avoids even the appearance of favoritism or unequal treatment without explanation. A pricing structure that is valid at the level of individual contracts can nonetheless remain ethically deficient at the level of overall business conduct if it is not proactively disclosed. On balance, this study classifies the loyalty-pricing practice at ELLY'S Cake Store as legally valid (ṣaḥīḥ) but ethically imperfect — closer to makrūh tanzīhī (a disfavored but not prohibited practice) than to a fully ideal Sharia-compliant model — precisely because of its lack of proactive disclosure. This graded classification resolves the apparent tension between finding the practice "valid" while also identifying a genuine transparency shortfall: validity and full ethical ideal are not the same standard, and a practice can meet the former while falling short of the latter.

This reading also finds support outside Sharia Economic Law proper. Indonesia's Law No. 8 of 1999 on Consumer Protection recognizes the consumer's right to accurate, clear, and honest information regarding the condition and guarantee of goods and/or services (Article 4(c)). While this provision is primarily directed at product information rather than internal pricing schemes, it reflects a broader legal expectation — consistent with the Sharia principle of transparency — that consumers should not be left to discover materially relevant commercial terms only after the fact.

The findings of this study are consistent with those of Ali Machrus et al., who argued that pricing should adhere to the principles of Islamic business ethics and should not cause harm to any party (Machrus et al., 2023), and with Hamdan Fathurrahman and Muhajirin, who concluded that pricing from the perspective of Sharia Economic Law should consider not only economic profit but also public welfare (maṣlaḥah), justice, and transparency (Fathurrahman & Muhajirin, 2024). This study extends these findings by showing, through the doctrines of tas'īr, khiyār, and tadlīs, precisely why loyalty pricing can be simultaneously contractually valid and transparency-deficient — a distinction the prior literature does not draw.

3. Toward a General Framework for Assessing Loyalty Pricing in Fiqh Al-Mu'āmalah

Beyond the case of ELLY'S Cake Store, the preceding analysis suggests four criteria that can be used more generally to assess the Sharia-compliance of loyalty or customer-status-based pricing in small business practice:

First, individually informed consent: the price applicable to each specific transaction must be clearly communicated to and accepted by the customer concerned before the contract is concluded, regardless of what other customers may be charged. Second, legitimate commercial rationale: the price differential must originate from a genuine business rationale — such as production cost, volume, or loyalty incentive — rather than from exploiting a particular customer's need, ignorance, or lack of bargaining power (ghubn). Third, absence of active misrepresentation: sellers must not affirmatively misstate the price as "standard" or "the same for everyone" when it is not, since doing so would constitute tadlīs fi al-thamān and would invalidate consent. Fourth, equal product and service quality: the differentiated price must not be accompanied by a corresponding reduction in the quality of the goods or services delivered to the more expensive class of customer. A practice satisfying all four criteria may be regarded as contractually valid under Sharia Economic Law; a practice satisfying the first three but omitting proactive disclosure — as found in this case — remains valid but falls short of the ethical ideal of transparency and should be improved through voluntary disclosure rather than treated as a legal defect requiring the contract's dissolution.

Applying this framework to ELLY'S Cake Store, the store satisfies all four criteria at the level of individual transactions, yet remains in the second, transparency-deficient tier described above. Implementing the store clearly informing customers about the existence of the special pricing program for returning customers, including its eligibility criteria — for instance through a visible notice or a brief explanation at the point of sale — would move the practice from the second tier to full alignment with the ideal of al-'adl and transparency, while requiring no change to the pricing structure itself.

C. CONCLUSION

Based on the findings of this study, the pricing mechanism implemented at ELLY'S Cake Store in Sukarame District, Bandar Lampung City is determined by considering production costs, raw material prices, operational expenses, market conditions, and marketing strategy. In addition to these economic considerations, the store offers special pricing to returning customers as a token of appreciation for their loyalty. The price differences are not based on variations in product quality or service but constitute an internal policy aimed at maintaining long-term relationships with loyal customers.

From the perspective of Sharia Economic Law, and applying the doctrines of tas'īr, khiyār, and tadlīs, the pricing practice at ELLY'S Cake Store is contractually valid (ṣaḥīḥ): each transaction rests on the informed, uncoerced consent of the customer concerned (an-tarāḍin), involves no riba or gharar, and no evidence was found of active misrepresentation (tadlīs) regarding the price offered to any given customer. At the same time, the absence of proactive disclosure of the loyalty-pricing policy to new customers falls short of the fuller ideal of transparency and justice (al-'adl) that Sharia Economic Law aspires to beyond mere contractual validity; the practice is accordingly best characterized as valid but ethically imperfect (makrūh tanzīhī), rather than as either fully ideal or invalid. This graded conclusion resolves the tension between recognizing the practice's validity and flagging its transparency shortfall, and reflects the reasoning developed in Section C.2 and the four-criterion framework proposed in Section C.3.

Therefore, information regarding the special pricing program and its eligibility criteria should be communicated openly to ensure the optimal realization of justice and transparency in commercial transactions. Beyond this case, the study offers a transferable four-criterion framework — individually informed consent, legitimate commercial rationale, absence of active misrepresentation, and equal product and service quality — that other researchers and business actors may apply to assess loyalty-based or customer-status-based pricing more broadly, which constitutes this study's principal contribution to Sharia Economic Law scholarship beyond the descriptive findings of the case itself.

This study is limited by its reliance on a single informant for each of the returning-customer and new-customer categories; the customer-side findings should therefore be read as illustrative rather than generalizable. Future research is recommended to test the proposed framework against a larger and more diverse sample of customers and business types, and to examine how the framework applies to loyalty pricing conducted through more formal instruments, such as membership programs or app-based discount schemes.

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