

Volume 10 Number 1 (March 2026) | Pages 1 – 15

Doi: <https://doi.org/10.33650/jhi.v10i1.13962>

Submitted: January 2, 2026 | Revised: February 25, 2026 | Accepted: March 13, 2026 | Published: March 30, 2026

## FAIRNESS IN SHARIA BUSINESS CONTRACTS: A CONSUMER PROTECTION PERSPECTIVE

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### ABSTRACT

The development of Islamic business in Indonesia has made significant progress along with the increasing public awareness of the application of Islamic principles in economic transactions. In this context, consumer protection becomes a crucial element, particularly in sharia-based business contracts. This study aims to analyze the concept of consumer protection in sharia business contracts from the perspective of both positive law and Islamic law. The method used is a literature study with a qualitative approach. The results of the study show that positive law, through Law No. 8 of 1999, provides legal-formal protection for consumers, while Islamic law emphasizes moral and spiritual aspects, including the principles of justice, honesty, and the prohibition of gharar and fraud. Although both aim to safeguard consumer rights, they differ in their approaches and the sanctions applied. The integration of positive law and Islamic law can create a more comprehensive consumer protection system in sharia business contracts. This research is expected to contribute ideas to the development of a just and sustainable legal system.

**Keywords :** *Consumer Protection, Gharar, Islamic Law, Positive Law, Sharia Business Contracts*

### ABSTRAK

Perkembangan bisnis syariah di Indonesia mengalami kemajuan yang signifikan seiring dengan meningkatnya kesadaran masyarakat akan penerapan prinsip-prinsip Islam dalam transaksi ekonomi. Dalam konteks ini, perlindungan konsumen menjadi elemen krusial, terutama dalam kontrak bisnis berbasis syariah. Penelitian ini bertujuan untuk menganalisis konsep perlindungan konsumen dalam kontrak bisnis syariah dari sudut pandang hukum positif dan hukum Islam. Metode yang digunakan adalah studi pustaka dengan pendekatan kualitatif. Hasil penelitian menunjukkan bahwa hukum positif, melalui Undang-Undang No. 8 Tahun 1999, memberikan perlindungan konsumen secara legal-formal, sementara hukum Islam menekankan aspek moral dan spiritual, termasuk prinsip keadilan, kejujuran, serta larangan terhadap gharar dan penipuan. Meskipun keduanya bertujuan untuk menjamin hak konsumen, mereka berbeda dalam pendekatan dan sanksi yang diterapkan. Integrasi antara hukum positif dan hukum Islam dapat menciptakan sistem perlindungan konsumen yang lebih menyeluruh dalam kontrak bisnis syariah. Penelitian ini diharapkan dapat memberikan kontribusi pemikiran dalam pengembangan sistem hukum yang adil dan berkelanjutan.

**Kata kunci :** *Perlindungan Konsumen; Kontrak Bisnis Syariah; Gharar*

## INTRODUCTION

In a global and national context, halal certification is very important, especially for Muslim-majority consumers. This certification not only serves as a guarantee that the products consumed are in accordance with sharia principles, but also increases consumer confidence in the product. Research shows that halal certification can expand market penetration and increase product competitiveness at the international level by affirming commitment to quality and sharia compliance (Gunawan et al. 2020)

In Indonesia, halal certification has a crucial role in the Micro, Small, and Medium Enterprises (MSMEs) sector, which is the main pillar of the national economy. By including halal certificates on their products, MSMEs can increase the trust of Muslim consumers while expanding market access. (Gunawan et al., 2020). In addition, the implementation of the Halal Assurance System in MSMEs has also been proven to be able to improve the quality and quality of products, thereby providing greater added value (Gunawan et al. 2020)

Although there have been many studies that discuss the importance of consumer protection in the sharia business, there are still a number of shortcomings that need to be addressed. Some previous studies tend to focus only on positive legal aspects in a limited way without examining in depth the relevant sharia law perspective (Maharani & Dzakra, 2021). This shows that there is a research gap in integrating the two legal perspectives.

The novelty of this research lies in the effort to introduce a framework of thought that combines positive Indonesian law and Islamic law in the context of consumer protection in sharia business contracts. Thus, this study seeks to make an important contribution in understanding the interaction between the two legal systems for MSME actors engaged in halal-certified products in Indonesia. This integration is expected not only to provide stronger legal guarantees for consumers, but also to encourage sustainable growth of the sharia economy in Indonesia (Trimulyana, 2024).

According to Fitzgerald, as quoted by Satjipto Raharjo, the beginning of the emergence of this legal protection theory originated from natural law theory or natural law schools. This school was pioneered by Plato, Aristotle (a student of Plato), and Zeno (the founder of the Stoic school). According to the natural law school, it is stated that the law comes from God which is universal and eternal, and that law and morality should not be separated. The adherents of this school view that law and morality are internal and external reflections and rules of human life which are manifested through law and morals Consumers are citizens guaranteed by the constitution to obtain legal protection from various problems

arising from buying and selling or other transactions, if they cause losses to consumers due to fraud or manipulation. If the law is enforced, then it will not be possible to act that is detrimental to the interests or rights of consumers and/or if business actors or producers ask for the law and morals are a unit that must be obeyed and carried out in doing business. Fitzgerald explained Salmond's theory of legal protection that law aims to integrate and coordinate various interests in society because in a traffic of interests, the protection of certain interests can only be done by limiting the interests of others. The interest of law is to take care of human rights and interests, so that the law has the highest authority to determine human interests that need to be regulated and protected.

Consumer protection is an effort to protect and ensure the rights of consumers in transacting or using products and services. A consumer is anyone who buys or uses goods, services, or facilities provided by business actors. Consumer protection includes any initiative that guarantees the existence of legal certainty aimed at protecting consumers in accordance with the principles enshrined in consumer protection laws. Article 2 of the UUPK articulates that "consumer protection is based on benefits, justice, and balance, consumer safety and security, and legal certainty" (Sinaga 2014) The role of consumer protection and the function of consumer protection entities in Indonesia highlight the importance of ensuring legal certainty for consumers, as well as an understanding of rights and responsibilities described in Law No. 8 of 1999, which shows that the goal of consumer protection goes beyond just the protection of individual rights to include the establishment of a fair and equitable business environment (Maharani and Dzikra 2021)

Contracts in Islam are called *akad* which come from the Arabic word "al-Aqd" which means engagement, agreement, contract or agreement (*al-ittifaq*), and transaction. The special meaning of the theory of *akad* is the relationship between *ijab* and *qabul* in sharia which has an effect on the object In other words, the connection of the words of one party of the person who has made the contract with the other in sharia' which can have an effect on the agreed object. A sharia contract agreement is a documented agreement that includes *ijab* (offer) and *kabul* (acceptance) between the parties involved, describing the rights and obligations of each party in accordance with Islamic jurisprudence. *Akad* must be without components such as *gharar*, *maysir*, *riba*, *zalim*, *risywah*, *haram goods*, and *makasiatan* (Nur Fitriyah Sari, 2022).

Positive law is defined as a legal system that is sourced from official laws and regulations drafted, determined, and enforced by the state. This system is based on the

principle of legality, where all legal actions must be in accordance with the provisions of the applicable law. Positive law has a formal, rational, and written nature, which makes law enforcement easier and provides certainty for citizens. The positive legal structure in Indonesia is divided into several levels, ranging from the 1945 Constitution as the supreme basic law to regional regulations as part of regional autonomy. The basic principles underlying positive law include the rule of law, equality before the law, and the protection of human rights. In its implementation, positive law aims to maintain public order, justice, and security through clear and measurable legal instruments (Rahmita et al., 2025).

Islamic law or Islamic sharia is a system of rules based on the revelation of Allah SWT and the Sunnah of the Prophet regarding the behavior of mukallaf (a person who can be burdened with obligations) that is recognized and believed, which is binding for all its adherents. And this refers to what the Apostle has done to carry it out in totality. Sharia according to the term means the laws that Allah SWT commands for His people brought by a Prophet, both those related to belief (aqidah) and those related to amaliyah. Islamic sharia according to language means the path that mankind takes to lead to Allah Ta'ala. And it turns out that Islam is not just a religion that teaches about how to worship its Lord. The existence of rules or systems of Allah swt to regulate human relations with Allah Ta'ala and human relations with others. These rules are sourced from all Islamic teachings, especially the Quran and Hadith. The definition of Islamic law is. Shari'ah which means the rules established by Allah for His people brought by a Prophet PBUH, both laws related to belief (aqidah) and laws related to amaliyah (deeds) carried out by all Muslims (Eva 2017)

## **RESEARCH METHOD**

This research uses a literature study approach, namely by collecting, studying, and analyzing various literature sources that are relevant to the topic discussed. The sources used include scientific journals, books, and articles taken from credible websites. The data collected is in the form of theories related to consumer protection in sharia business contracts, the rights and obligations of consumers and business actors, as well as related concepts taken from various reliable sources. The research process begins with a search for literature related to the main topic through database journals and academic websites. Furthermore, a selection of relevant literature was carried out. After that, data from the selected literature is analyzed and interpreted to identify concepts, views, and findings that

can provide a deeper understanding of the problem being studied. This research does not involve interviews or field observations, but only focuses on the analysis of the existing literature.

## **FINDINGS AND DISCUSSION**

### **Consumer Protection in Sharia Business Contracts**

Consumer protection in the framework of sharia-compliant business contracts has significant importance, based on the principles of equality, integrity, and accountability as described by Islamic jurisprudence. In the context of sharia business transactions, consumers have the right to transparent, honest, and non-misleading information about the products or services they obtain. In addition, consumers have the right to product safety and protection against adverse practices, including but not limited to fraud or the sale of unauthorized goods. Business entities bear the obligation to ensure the quality of their offerings and to provide restitution in cases where their products result in losses or losses. It is very important that sharia business contracts are established in the spirit of good faith and without coercion, while simultaneously adhering to the principles of halal and thayyib. In addition, the settlement of disputes in sharia business affairs is carried out in a fair and transparent manner, involving the Sharia Supervisory Board or designated authorities tasked with enforcing compliance with Islamic law. As a result, consumer protection in sharia business not only protects consumers' legal rights but also encourages the formation of fair, balanced, and healthy transactions for all parties involved.

Consumer protection in Indonesia is regulated by Law Number 8 of 1999 which is part of positive law in Indonesia. This law applies to all regions of Indonesia and regulates the rights and obligations of consumers and business actors. The legal purpose of consumer protection includes several important aspects. First, to increase consumer awareness, ability, and independence to be able to protect themselves. Second, to raise the dignity and dignity of consumers by preventing them from negative access to goods and/or services. Third, to increase consumer empowerment by giving them the ability to choose, determine, and demand their rights as consumers. Fourth, to create a consumer protection system based on legal certainty and information disclosure, as well as to provide easy access to obtain such information. Fifth, to increase the awareness of business actors of the importance of consumer protection, so that they will develop an honest and responsible attitude in running

a business. And sixth, to improve the quality of goods and/or services, which in turn will ensure the continuity of the production business, as well as the health, comfort, security, and safety of consumers (Diary, Surbakti, and Natasya 2024)

### **Consumer Rights and Obligations**

According to Amadi and Sutarman in (Diary, Surbakti, and Natasya 2024) the definition of consumers juridically has been placed in various laws and regulations, such as Law No. 8 of 1999 concerning UUPK Article 1 which formulates as follows: “Consumers are every person who uses goods or services available in society, either for the benefit of themselves, family, other people, or other living beings and is not for trade (Diary, Surbakti, and Natasya 2024). To ensure the implementation of the principle of balance in the Consumer Protection Law, rights and obligations need to be regulated. The fundamental rights that consumers generally receive include the right to information, the right to be heard, the right to security, the right to vote. Consumer rights are accepted in Article 4 of the Consumer Protection Law which states:

According to (Rahmaniah 2023) article 4 of the Consumer Protection Law includes:

- 1) The right to comfort, security, and safety in consuming goods and/or services;
- 2) The right to choose goods or services and obtain such goods or services in accordance with the exchange rate and the promised concessions and guarantees;
- 3) The right to true, clear, and honest information about the condition and warranty of goods or services;
- 4) The right to be heard and its complaints about goods or services used;
- 5) The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes appropriately;
- 6) The right to consumer guidance and education;
- 7) The right to be treated or served properly and honestly and non-discriminatory;
- 8) The right to compensation, compensation or reimbursement, if the goods or services received are not in accordance with the agreement or are not as they should be; and
- 9) Rights regulated in the provisions of other laws and regulations.

Meanwhile, in Article 5 of the UUPK, it is stated about consumer obligations, namely:

- 1) read or follow instructions for information and procedures for the use or use of goods or services, for the sake of security and safety;
- 2) in good faith in conducting transactions to purchase goods or services;
- 3) pay according to the agreed exchange rate; and
- 4) Following the efforts to resolve consumer protection disputes legally.

## Sharia Contracts and Business

A contract in sharia business law can be interpreted as a process of carrying out transactions between one person and another person who is bound by law because one party presents an offer and the other party accepts and utilizes economic resources as its object in accordance with the rules that have been set by Islamic law. A sharia business contract can also be interpreted as an alliance between *ijab* and *Kabul* in a manner that is justified by Islamic law which stipulates the existence of legal consequences. Talking about a contract about the agreement of both parties to start with, then there will also be steps that make the contract end. This paper aims to understand what must be done in the execution of a contract in the perspective of Islamic law. *Akad* or contract comes from Arabic which means a bond or conclusion, both visible (*hissyy*) and invisible (*ma'nawy*). The *al-Mawrid* dictionary, translates *al-'Aqd* as contract and agreement. Meanwhile, a contract or contract according to the term is a joint agreement or commitment, both oral, sign, and written between two or more parties that have binding legal implications (Yulianti, 2008).

Contracts in human life with the aim of protecting the rights and obligations of the parties in a balanced manner. This bond implies a relationship both sensory and spiritual on one side or both sides. A sharia business contract can also be interpreted as an alliance between *ijab* and *Kabul* in a manner that is justified by Islamic law which stipulates the existence of legal consequences. *Ijab* is the first party's statement regarding the content of the desired engagement, while *qabul* is the second party's statement to accept it. A contract or contract is an act that is deliberately made by two or more parties regarding an object that is lawful to be the object of a transaction (Ramziati et al., 2019).

### The Basic Basis of the Contract Agreement

According to Ali in (Yulianti 2008) Mohammad Daud Ali interprets the principle when connected with the word law is the truth that is used as a basis for thinking and reasoning opinions, especially in the enforcement and implementation of the law. From this definition, when associated with agreements in sharia contract law, the truth is used as a basis for thinking and reasoning opinions about agreements, especially in the enforcement and implementation of sharia contract law.

According to (Ardi, 2016), the principles in sharia business contracts include: **The Principle of Freedom of Accord (*Mabda Hurriyah at-Ta'aqud*)**, Islamic law recognizes the freedom of contract, which is a legal principle that states that everyone can make any type of contract without being bound by the names that have been determined in the Sharia

law and include any clause in the contract he makes in accordance with his interests as long as it does not result in eating the property of others in a wrong way. However, in different schools there are differences of opinion about the extent and narrowness of this freedom. The texts of the Quran and the Sunnah of the Prophet (peace be upon him) as well as the rules of Islamic law show that Islamic law adheres to the freedom of contract.

**The Basics of Balance (*Mabda at-Tawazun fi al-Mu'awdhah*)**, Although factually there is rarely a balance between the parties in transactions, however, Islamic treaty law still applies a balance in bearing risks. The basis of balance in a transaction (between what is given and what is received) is reflected in the cancellation of a contract that has a glaring performance imbalance.

**The Principle of Justice**, Justice is the goal, which is to be realized by all laws. In Islamic law, direct justice is the command of the Qur'an which affirms, "Be just, because justice is closer to piety" (QS. 5: 8). Justice is the joint of every agreement made by the parties. Often in modern times, the contract is closed by another party without having the opportunity to negotiate the contract clause, because the contract clause has been standardized by the other party.

**Prohibiyion Riba**, Riba, or usury, is forbidden in Islam. This principle teaches that transactions do not involve interests, so that any form of injustice in economic exchange can be avoided.

### **Types of Contracts and Sharia Business**

According to (Mukhlis Kaspul Anwar 2024) Contracts in Islamic banking function as the basis for conducting financial transactions in accordance with sharia principles. Here are some of the akad taught in the socialization:

**Murabahah Contract**, Murabahah is a sale and purchase contract in which an Islamic bank buys an item needed by the customer and then resells it to the customer at a price that includes the agreed profit margin. Payment is made in installments or cash. For example, when a customer wants to buy a car, the bank will buy the car first, then sell it to the customer at a price that has added the profit margin.

**Mudharabah Contract**, Mudharabah is a form of cooperation in which one party provides capital (*shahibul maal*) and the other party runs a business (*mudharib*). The profits from the business will be divided according to the initial agreement, while the losses will only be borne by the capital owner unless there is negligence from the business manager. This contract is often used in project financing or business investment.

**The Contract of Musyarakah,** Musyarakah is a cooperation agreement between two or more parties that combine capital to run a business. Profits and losses are divided based on their respective capital contributions. This contract is often used in joint venture financing where banks and customers share capital and risk.

**Ijarah Contract,** Ijarah is a lease-lease agreement in which the bank leases assets to the customer for a certain period of time.” In *ijarah muntahiyah bittamlik*, at the end of the rental period, the asset can be owned by the customer after making payment in accordance with the agreed conditions.

**Istisna’ contract,** Istisna’ is a contract for ordering goods or projects, where the buyer orders an item to the seller which will then be produced or built. Payment can be made at the beginning, in the middle, or after the finished goods. This contract is often used in construction financing.

**Wakalah contract,** Wakalah is a representative contract in which the customer authorizes the bank to perform a certain action on behalf of the customer, such as payment or asset management.

## **Rights and Obligations of Business Actors**

According to Article 3 of Law Number 8 of 1999 concerning Consumer Protection, business actors are defined as individuals or business entities, whether in the form of legal entities or not, that carry out business activities in the jurisdiction of the Republic of Indonesia. In his explanation, those included in the category of business actors include companies, cooperatives, state-owned enterprises, local governments, importers, traders, distributors, and others. Article 6 of the Consumer Protection Law No. 8 of 1999 stipulates six rights of entrepreneurs, including: (1) The right to receive payment in accordance with the agreement regarding the terms and exchange rates of goods and/or services traded; (2) The right to legal protection against malicious consumer actions; (3) the right to an adequate defense in connection with the judicial settlement of consumer disputes; (4) the right to restore good name if it is proven through legal acts that the consumer’s losses are not caused by the goods and/or services being traded; (5) Rights based on other laws and regulations (Zaini Miftach, 2018).

According to Zulham in (Habibah et al. 2024) the obligations of business actors as mentioned in Article 7 of Law Number 8 of 1999 concerning Consumer Protection are: 1) In good faith in carrying out their business activities; 2) Provide true, clear and honest

information about the condition and warranty of goods and/or services as well as provide an explanation of use, repair and maintenance; 3) Treat or serve consumers correctly and honestly and not discriminatory; 4) To ensure the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services; 5) Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded; 6) Provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services; 7) Provide compensation, compensation and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement.

The obligations of business actors are a consequence of consumer rights. If you look closely, it appears that these obligations are a manifestation of consumer rights on the other hand to create a “culture” of responsibility for business actors.

### **Sanctions for violating**

In terms of business actors' liability, there are things that are charged to business actors if there are hidden defects in the product regulated in the Civil Code, namely business actors must bear the hidden defects whether they know or do not know the hidden defect. In providing liability related to defective products that harm consumers, the Consumer Protection Law provides 3 (three) forms of sanctions, namely in the form of civil, criminal and administrative sanctions. Civil sanctions can be imposed on business actors by providing compensation in the form of refunds or exchanges of goods of the same type, rehabilitation and compensation. The provision of criminal sanctions can be given to business actors for violating the provisions as stipulated in Article 62 paragraph (1) of the Consumer Protection Law with a maximum prison sentence of 5 (five) years and a fine of Rp 2,000,000,000 (two billion rupiah) and there are additional penalties in the form of withdrawal of goods and revocation of business licenses. Administrative sanctions can be given to business actors if business actors fail or do not fulfill their obligations to pay losses that have been suffered by consumers. This sanction can be processed through BPSK with the imposition of administrative sanctions in the form of compensation in the form of money in the amount of IDR 2,000,000 (two million rupiah) (Zhafari, 2024).

### **Dispute Resolution**

Article 23 Number 8 of the UUPK explains “if a business actor refuses or does not provide a response or compensation to a consumer lawsuit as stipulated in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), then the consumer has the right to file a lawsuit through the consumer dispute resolution body or through the courts located in the consumer’s area of residence”. This is in accordance with Article 45 Paragraph 1 of the Consumer Protection Law which states that “consumers can file a lawsuit against business actors through a consumer dispute resolution agency or through a court located in the area where the consumer lives”. This law provides protection and options for consumers to determine the desired means of dispute resolution, in accordance with Article 45 paragraph 2 of Law No. 8 of 1999 concerning Consumer Protection. According to (Habibah et al. 2024) there are two options for resolving consumer disputes in this law, namely:

*First*, Through courts that are in the public justice environment. Regarding the settlement of consumer disputes in court, there are several options that can be used, one of which is a civil lawsuit for class action or class action. This lawsuit allows aggrieved consumers to file lawsuits.

*Second*, Mediation and conciliation have the same function, namely resolving disputes peacefully and are carried out on the initiative of one or both parties involved. In mediation, the disputing parties ask for help from a neutral mediator to reach an agreement. The mediator in this case only acts as a facilitator and helps the parties to reach an agreement without actively providing advice or suggestions.

According to Zulham in (Habibah et al. 2024) apart from going through the courts, there are other options for resolving consumer disputes peacefully, namely arbitration. Peaceful settlement can be carried out through deliberation between business actors and consumers, without having to involve the Consumer Dispute Resolution Agency or the courts. However, a peaceful settlement must be in accordance with applicable provisions and may include an agreement on the amount and form of damages to be awarded.

### **Consumer Protection in Islamic Law**

The legal basis of consumer protection in Islamic law is based on four main sources, namely the Qur’an, Sunnah, Ijma’, and Qiyas. These legal sources are a guide in making legal decisions related to consumer protection in Islam. The Qur’an, as the first and primary source of law in Islam, provides basic principles relevant to consumer protection (Choirunnisak 2021)

As mentioned in QS. (Al-Muthaffifin: 1-3):

وَيْلٌ لِّلْمُطَفِّفِينَ الَّذِينَ إِذَا أَكْتَالُوا عَلَى النَّاسِ يَسْتَوْفُونَ وَإِذَا كَالُوا لَهُمْ أَوْ وَزَنُوا لَهُمْ يُخْسِرُونَ (المطففين : ١-٣)

Translation: “Woe to those who cheat, those who, when they receive a measure from someone else, ask it to be fulfilled, and when they measure or weigh for someone else, they subtract.”

Surah Al Muthaffifin Verses 1-3 talks about the humiliation of man on the Day of Judgment. Especially for those who commit fraudulent acts when measuring and weighing in trading. We encounter so many in today’s life reductions that harm others, such as selling gas cylinders whose contents are not up to standard, reducing liters of gasoline sold, fabric sellers who reduce the size of the fabrics they sell. This verse reminds people to stay away from practices that harm others and the threat of punishment is very great in this world and the hereafter.

The Sunnah, or the actions and words of the Prophet Muhammad (PBUH), is the second source of law in Islam. The Sunnah provides concrete examples of how the Prophet Muhammad (PBUH) treated consumers and merchants in various situations. The recorded hadiths provide guidelines on the principles of business ethics, including the protection of consumers from unethical or harmful practices.

Ijma’, or the agreement of the Muslim authorities, is the third source of law in Islam. Ijma’ refers to the agreement of scholars on a legal issue that has not yet been regulated in the Qur’an or Sunnah. In the context of consumer protection, Ijma’ can be used to produce a collective view of consumer protection that is in line with Islamic values.

Qiyas, or analogy, is a method of law-making in Islam that involves comparing situations that have not been regulated in the main sources of law with those that have already been regulated. In the context of consumer protection, Qiyas can be used to adapt the principles contained in the Qur’an, Sunnah, and Ijma’ to new situations that arise in the modern business world.

From these four sources of law, the fuqaha, or Islamic jurists, draw principles and guidelines to establish a consumer protection framework in Islam. Principles such as fairness, honesty, transparency, and equality are the main foundations in determining the rights and obligations of consumers and traders. In practice, consumer protection in Islamic law covers various aspects, from ensuring the quality of products and services to dispute resolution. Traders are required to provide clear and honest information about the products and services

they offer, as well as ensure that they meet the quality standards set forth in Islam. On the other hand, consumers have the right to get the product or service as promised, as well as compensation or a refund if the product does not meet their expectations or is detrimental to them (Elyani 2023)

## CONCLUSION

Consumer protection is essential in realizing fairness in business transactions. Both positive law and Islamic law emphasize how crucial it is to protect the rights of consumers and the responsibilities of business actors. In positive law, consumer protection is regulated in detail through laws and regulations, such as Law No. 8 of 1999 concerning Consumer Protection. This law establishes rights and obligations for consumers and business actors, dispute resolution mechanisms, and sanctions for violations that occur. This law is formal and emphasizes legal certainty through legal processes set by the state. Meanwhile, in Islamic law, consumer protection is based on sharia values contained in the Qur'an and Hadith, as well as practices carried out by scholars. Principles such as akad, halalan thayyiban, honesty, and the prohibition of harming others (*la dharara wa la dhirara*) are the main foundations in business interactions. Although this aspect is more moral and spiritual in nature, Islamic law also establishes sanctions for violations (as in *fiqh muamalah*) and encourages the peaceful and fair settlement of disputes. In other words, positive law provides legal and legal protection, while Islamic law offers more comprehensive protection, covering legal, ethical, and spiritual dimensions. These two systems actually support each other in building a fair, transparent, and sustainable consumer protection system. In general, the implementation of sharia business contracts based on the principles of agreements, as well as the fulfillment of rights and obligations for both consumers and business actors, coupled with awareness of the importance of consuming halal thayyiban products, will result in justice and blessings in economic activities. This applies both from the perspective of state law and from a religious point of view.

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