

# Consumer Protection in Muamalah Transactions

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**Abstract:** Consumer protection in muamalah transactions is a critical aspect that emphasizes the principles of justice and balance in Islamic law. This article examines the mechanisms of consumer protection in muamalah transactions, focusing on both the rights of consumers and the responsibilities of producers or sellers. The study employs a qualitative approach through literature review, referring to Islamic legal sources such as the Quran, Hadith, and scholarly fatwas. The findings reveal that *fiqh muamalah* includes several provisions explicitly designed to protect consumers, such as prohibitions against *gharar* (uncertainty), *riba* (interest), and *tadlis* (fraud). Additionally, the principles of honesty (*sidq*) and transparency in transactions are strongly emphasized to ensure that consumers receive clear and complete information about the products or services they purchase. The implications of this study highlight the need for increased awareness and enforcement of laws in muamalah transactions to safeguard consumers from harmful practices. This article also recommends strengthening regulations and educating business practitioners to adhere to sharia principles in their operations.

**Keywords:** Consumer Protection, Muamalah Transactions, Fiqh

**Abstrak:** Perlindungan konsumen dalam transaksi muamalah merupakan aspek penting yang menekankan prinsip keadilan dan keseimbangan dalam hukum Islam. Artikel ini membahas mekanisme perlindungan konsumen dalam transaksi muamalah, dengan fokus pada hak-hak konsumen dan tanggung jawab produsen atau penjual. Studi ini menggunakan pendekatan kualitatif dengan metode studi literatur, mengacu pada sumber-sumber hukum Islam seperti Al-Qur'an, Hadis, dan fatwa para ulama. Hasil penelitian menunjukkan bahwa *fiqh muamalah* memiliki beberapa ketentuan yang secara eksplisit melindungi konsumen, seperti larangan terhadap *gharar* (ketidakpastian), *riba* (bunga), dan *tadlis* (penipuan). Selain itu, prinsip kejujuran (*sidq*) dan transparansi dalam transaksi sangat ditekankan untuk memastikan bahwa konsumen menerima informasi yang jelas dan lengkap tentang produk atau layanan yang mereka beli. Implikasi dari studi ini adalah perlunya peningkatan kesadaran dan penegakan hukum dalam transaksi muamalah untuk melindungi konsumen dari praktik-praktik yang merugikan. Artikel ini juga merekomendasikan penguatan regulasi dan pendidikan kepada pelaku usaha agar mematuhi prinsip-prinsip syariah dalam operasional mereka.

**Keywords:** Perlindungan Konsumen, Transaksi Muamalah, Fiqh

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## Introduction

*Fiqh* of *Muamalah* consists of two words: *fiqh* and *muamalah*. Linguistically, the word *fiqh* originates from the term *al-fiqh*, which means understanding or comprehension. Terminologically, *fiqh* initially referred to religious knowledge encompassing all aspects of the religion, including *aqidah* (creed), *akhlak* (morals), and *ibadah* (worship). However, over time, *fiqh* has often been understood as a part of Islamic *Shariah* that pertains to the actions of mature and sane individuals, derived from detailed evidence.<sup>1</sup>

*Muamalah* holds significant importance in human life, as it facilitates interactions between individuals, resulting in the emergence of rights and obligations, thereby enabling the fulfillment of various life needs. This aligns with the definition of *muamalah* itself, which encompasses the laws governing human actions in worldly aspects.<sup>2</sup>

Simply put, a transaction can be defined as the transfer of rights and ownership from one party to another. This is a method within the Islamic *muamalah* system for acquiring wealth, in addition to obtaining it oneself before it becomes one's property, and it is the most common way of obtaining rights.<sup>3</sup>

Historically, consumer protection in Islam began prior to the time when Prophet Muhammad SAW was appointed as a Messenger. He carried the merchandise of Khadijah binti Khuwailid and received compensation or wages for his services. Although literature discussing consumer protection aspects from that period is

limited, consumer protection principles can be identified from the business practices conducted by Prophet Muhammad SAW. His honesty, fairness, and integrity were unquestioned by the people of Mecca, thereby enhancing his reputation and capabilities in business.<sup>4</sup>

After being appointed as a Messenger, Muhammad SAW placed significant emphasis on consumer protection within Islamic teachings, both in the Qur'an and Hadith. According to the Qur'an, fair and honest business practices are those that do not wrong others and are not wronged in return. Allah SWT states in Surah Al-Baqarah, verse 279: "But if you do not do it (abandon the remaining usury), then be informed of a war against you from Allah and His Messenger. But if you repent, you may have your principal - [thus] you do no wrong, nor are you wronged" (Surah Al-Baqarah, verse 279).

At first glance, this verse indeed discusses usury, but it implicitly contains messages of consumer protection. The ending of the verse mentions neither to oppress nor to be oppressed (neither to wrong nor be wronged). In the business context, this phrase commands the protection of consumers, indicating that business operators and consumers are prohibited from wronging or harming each other. This relates to the rights of consumers as well as the rights of business operators (producers). The concept of business in Islam must be based on values and ethics that uphold honesty and justice.

Consumer protection is a crucial aspect of

<sup>1</sup> Zaenudin Mansyur, 'Implementasi Teori Maqashid Syari'Ah Asy-Syatibi Dalam Muamalah Kontemporer', *Jurisdictie: Jurnal Hukum Dan Syariah*, 11.1 (2020), pp. 67 – 92, doi:10.18860/j.v11i1.7675.

<sup>2</sup> Nur Quma Laila and Irwan Abdullah, 'Questioning Fiqh Muamalah of Toleration: Religious Spatial Segregation in the Urban Area of Yogyakarta', *Al-Ihkam: Jurnal Hukum Dan Pranata Sosial*, 17.1 (2022), pp. 28 – 59, doi:10.19105/AL-LHKAM.V17I1.5419.

<sup>3</sup> Haerul Akmal and Mohammad Hanief Sirajulhuda,

'Tinjauan Fiqh Muamalah Terhadap Transaksi Multi Akad Dalam Fatwa DSN-MUI Tentang Pembiayaan Likuiditas Jangka Pendek Syariah', *Al-Istinbath: Jurnal Hukum Islam*, 4.2 (2019), pp. 195 – 212, doi:10.29240/jhi.v4i2.922.

<sup>4</sup> Farida Arianti, Tezi Asmadia, and Maisarah Leli, 'Fruit Sale Strategy with The Lowest Price Sorakan (Cheering) in The View of Fiqh Muamalah', *Legality: Jurnal Ilmiah Hukum*, 30.2 (2022), pp. 243 – 254, doi:10.22219/ljih.v30i2.19865.

the modern economic system, including in the context of *muamalah* transactions governed by Islamic law. In Islamic teachings, the principles of justice, honesty, and transparency are highly emphasized in every business transaction.<sup>5</sup> *Fiqh muamalah* provides clear guidelines on how transactions should be conducted to ensure balance and fairness for all parties involved. This includes prohibitions against practices that harm consumers, such as *gharar* (uncertainty), *riba* (interest), and *tadlis* (fraud).<sup>6</sup>

However, despite the clear provisions in *fiqh muamalah*, consumers often still face various challenges in practice. Information uncertainty, fraud, and exploitation by economically stronger parties remain prevalent issues.<sup>7</sup> Furthermore, in many cases, consumers lack adequate knowledge about their rights and how to protect themselves in transactions.

One crucial aspect that requires examination is consumer protection in *muamalah* transactions.<sup>8</sup> This is significant because the majority of Indonesia's population is Muslim, and thus, Islamic values should serve as the foundation for legislation governing economic activities. Consequently, such regulations would impact societal

behavior across various domains.<sup>9</sup> Therefore, it is essential to investigate whether Islam provides guidelines on consumer protection and whether these guidelines align with *Sharia* principles.<sup>10</sup>

This research aims to explore the mechanisms of consumer protection in *muamalah* transactions, focusing on identifying challenges and opportunities in its implementation. By analyzing Islamic legal provisions, this study hopes to provide recommendations that can strengthen regulations and education for both business practitioners and consumers. This is crucial for creating a more equitable and sustainable business environment, in accordance with the ethical and moral values taught by Islam.

## Literature Review

The discussion on consumer protection in *muamalat* transactions necessitates a comprehensive review of existing literature, including books and journal articles pertinent to the subject. One key source is the journal article by Putery Asyifa Octavia Apandy et al., titled "The Importance of Consumer Protection Law in Sales Transactions," published in the *Journal of Management and Business*, Volume 3, No. 1, July 2021. This article emphasizes the critical role of

<sup>5</sup> M H M Shukri, R Ismail, and R Markom, 'Exploring the Relationship between Consumer Protection and Product Liability: Civil and Islamic Perspectives', *Malaysian Journal of Consumer and Family Economics*, 32 (2024), pp. 177–95, doi:10.60016/majcafe.v32.07.

<sup>6</sup> Mohd Hairul Azrin Haji Besar, *Corporate Governance, Infusing Muamalah Contracts in Shareholders' Relationship, Research in Corporate and Shari'ah Governance in the Muslim World: Theory and Practice*, 2019  
<<https://www.scopus.com/inward/record.uri?eid=2-s2.0-85115285661&partnerID=40&md5=cad9b3b9337c6c9d8bd5c9edd3a97cf1>>.

<sup>7</sup> Lastuti Abubakar and Tri Handayani, 'Integrated Alternative Dispute Resolution Institutions In The Financial Services Sector: Dispute Resolution Efforts In Consumer Protection Framework', *Yustisia Jurnal Hukum*, 10.1 (2021), doi:10.20961/yustisia.v10i1.48684.

<sup>8</sup> Ika Atikah, 'Consumer Protection And Fintech Companies In Indonesia: Innovations And Challenges Of The Financial Services Authority', *Jurnal Hukum Dan Peradilan*, 9.1 (2020), doi:10.25216/jhp.9.1.2020.132-153.

<sup>9</sup> Aleksejs Jelisejevs, 'The Good Faith Based Approach as a Legally Acceptable Intervention in Freedom of Contract to Protect Consumers' Rights When Banks Unilaterally Close Accounts', *Baltic Journal of Law and Politics*, 14.2 (2021), doi:10.2478/bjlp-2021-0014.

<sup>10</sup> Muhammad Arifin and Adi Mansar, 'Features of Arbitration in Islamic Law When Resolving Disputes in Muamalah', *International Journal of Innovation, Creativity and Change*, 9.10 (2019), pp. 295 – 311  
<<https://www.scopus.com/inward/record.uri?eid=2-s2.0-85079600010&partnerID=40&md5=73370b3c30a9db16366e37cf3ce0626>>.

consumer protection laws in sales transactions. It aims to prevent business operators from engaging in legally prohibited activities and helps consumers or buyers understand their rights to avoid adverse situations.

Another significant source is the journal article by Amanda Tikha Santriati and Dwi Runjani Juwita, titled "Consumer Rights Protection from the Perspective of Islamic Law and Consumer Protection Law No. 8 of 1999," published in *Opinia De Journal*, Vol. 2, No. 2, December 2022. This article explores the legal certainty in ensuring consumer rights protection in economic transactions. It provides a comparative analysis of consumer protection regulations in Islamic law and statutory legislation, highlighting the differences and intersections between these frameworks.

Additionally, the journal article by M. Yusri, titled "A Study of Consumer Protection Law from the Perspective of Islamic Law," published in *Jurnal Ulumuddin*, Volume V, Year III, July-December 2009, offers a critical examination of consumer protection regulations as outlined in the Consumer Protection Law from an Islamic law perspective. This study sheds light on the application and relevance of Islamic legal principles in contemporary consumer protection issues.

The novelty of this research lies in its comprehensive analysis of consumer protection mechanisms in *muamalah* transactions within the context of Islamic

law.<sup>11</sup> While previous studies have addressed consumer protection from either a statutory or Islamic law perspective, this research uniquely integrates both viewpoints, offering a holistic understanding of the subject. By identifying the challenges and opportunities in implementing consumer protection in *muamalah* transactions, this study provides valuable recommendations to strengthen regulations and education for business practitioners and consumers. This integration is crucial for creating a more equitable and sustainable business environment, aligned with the ethical and moral values taught by Islam.

## Method

This study employs a library research methodology, relying on bibliographic data, primarily books, as the main source of data.<sup>12</sup> The research process involves reading, reviewing, and analyzing various existing literature, including books, journal articles, and relevant websites. A qualitative research approach is utilized, which is a systematic method used to examine or study an object in its natural context without manipulation or hypothesis testing.<sup>13</sup>

Qualitative research is often referred to as "naturalistic research" because it is conducted in natural settings.<sup>14</sup> It is also known as ethnographic research due to its initial application in cultural anthropology, and as qualitative research because the data collected and analyzed are qualitative in nature.<sup>15</sup> The object of qualitative research is

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<sup>11</sup> Mohd Murshidi Mohd Noor and others, 'The Rights of Khiyar (Option) in the Issue of Consumerism in Malaysia', *Middle East Journal of Scientific Research*, 13.2 (2013), pp. 154 – 161, doi:10.5829/idosi.mejsr.2013.13.2.1766.

<sup>12</sup> Africa S. Hands, 'Integrating Quantitative and Qualitative Data in Mixed Methods Research: An Illustration', *Canadian Journal of Information and Library Science*, 45.1 (2022), doi:10.5206/CJILSRCSIB.V45I1.10645.

<sup>13</sup> Philipp A.E. Mayring, 'Qualitative Content Analysis', in

*International Encyclopedia of Education: Fourth Edition*, 2022, doi:10.1016/B978-0-12-818630-5.11031-0.

<sup>14</sup> Sara L. Gill, 'Qualitative Sampling Methods', *Journal of Human Lactation*, 36.4 (2020), doi:10.1177/0890334420949218.

<sup>15</sup> Nitish Sardana and others, 'Qualitative and Quantitative Research Methods', in *Substance Use and Addiction Research: Methodology, Mechanisms, and Therapeutics*, 2023, doi:10.1016/B978-0-323-98814-8.00008-1.

a natural setting, meaning that the conditions when the researcher enters, during their presence, and after leaving the object remain relatively unchanged. This ensures that the object remains as it is, unmanipulated by the researcher, maintaining the integrity of the natural context throughout the research process.<sup>16</sup>

## Results and Discussion

### Philosophical Foundations of Transactions in Contemporary Fiqh Muamalah

The term foundation is synonymous with *asas*, derived from the Arabic word *asastun*, meaning foundation, basis, or cornerstone. Philosophically, *landasan* refers to a principle that serves as the fundamental basis or core truth in thinking and acting. Mohammad Daud Ali explains that in the context of law, *landasan* is the truth used as a basis for reasoning and opinions regarding contracts, particularly in the enforcement and execution of *muamalah* transactions. The philosophical foundations of transactions in *muamalah* activities are as follows:<sup>17</sup>

#### 1. Foundation of Tawhid (Divinity):

Every human action and behavior is inseparable from the decrees of Allah SWT, as mentioned in the Qur'an, Surah Al-Hadid, verse 4: "He is with you wherever you are. And Allah is Seeing of what you do." *Muamalah* activities, including contractual

actions, are always based on the values of Tawhid, which encompass responsibility towards oneself, society, the second party, and Allah SWT. Consequently, individuals will not act arbitrarily because every action has legal implications and will be rewarded or punished by Allah SWT.<sup>18</sup>

#### 2. Foundation of Freedom (*al-Hurriyah*):

Islam grants freedom to the parties involved in transactions. The parties have the freedom to conduct *muamalah* activities, particularly in forming agreements regarding the object and its conditions. Once the form and content of the agreement are agreed upon, it becomes binding, and all stipulated rights and obligations must be fulfilled. This freedom must be exercised as long as it does not contradict Islamic Shariah, ensuring no injustice occurs between individuals through transactions. This principle prevents coercion (*ikrah*), pressure, and fraud, which would harm the legality of the Shariah regarding that transaction, rendering it invalid.<sup>19</sup>

#### 3. Equality and Equity (*al-Musawah*):

This foundation ensures that both parties involved in a transaction have equal standing, crucial for determining the rights and obligations that must be fulfilled by both parties. Discriminatory treatment based on differences in skin color, religion, customs, or race is not justified.<sup>20</sup>

<sup>16</sup> Edward Barroga and others, 'Conducting and Writing Quantitative and Qualitative Research', *Journal of Korean Medical Science*, 38.37 (2023), doi:10.3346/jkms.2023.38.e291.

<sup>17</sup> Taufiq and Razali, 'IHTIKAR: PERILAKU MENIMBUN DALAM KAJIAN MUAMALAH', *Juris: Jurnal Ilmiah Syariah*, 19.1 (2020), pp. 85 – 95, doi:10.31958/juris.v19i1.2130.

<sup>18</sup> Mohd Hairul Azrin Haji Besar, *Corporate Governance, Infusing Muamalah Contracts in Shareholders' Relationship, Research in Corporate and Shari'ah Governance in the Muslim World: Theory and Practice*, 2019 <<https://www.scopus.com/inward/record.uri?eid=2-s2.0->

85115285661&partnerID=40&md5=cad9b3b9337c6c9d8bd5c9edd3a97cf1>.

<sup>19</sup> Abidin, Tulus Suryanto, and Pertiwi Utami, 'Beyond Muamalah Principles in Digital Payment Education and Its Impacts on Corruption Prevention in Indonesian Public Sectors', *Journal of Social Studies Education Research*, 11.3 (2020), pp. 46 – 64 <<https://www.scopus.com/inward/record.uri?eid=2-s2.0->

85091804440&partnerID=40&md5=dcbbdbf00c42ce9574b66a04e4b53662>.

<sup>20</sup> Armiadi Musa, Teuku Zulfikar, and Bismi Khalidin, 'Digital-Based Information System of Zakat Management in Indonesia: Strategies for Increasing Revenue in Fiqh Muamalah Perspectives', *Samarah*, 6.2 (2022), pp. 614 – 633, doi:10.22373/sjhk.v6i2.11960.



#### 4. Foundation of Justice (*al-'Adalah*):

The implementation of justice requires the parties involved to act honestly, fulfill mutually reached agreements, meet all rights and obligations, avoid wrongdoing, and conduct transactions in a balanced manner without harming any other party involved.<sup>21</sup>

#### 5. Foundation of Permissibility (*Mabda' al-Ibahah*)

In *muamalah*, there is a principle stating, "Essentially, everything is permissible until there is evidence prohibiting it." This principle is based on hadiths of the Prophet Muhammad (SAW), indicating that, in principle, everything is permissible or *mubah* to do, limited until there is a legal basis that prohibits it. This allows the development of new forms and types of transactions in accordance with the times and societal needs.

#### 6. Foundation of Consent (*Mabda' al-Rada'iyyah*)

Consent (*rida al-taradhi*) is an abstract inner attitude. Indicators reflecting this consent are necessary, such as the formulations (*sighat*) of offer (*ijab*) and acceptance (*qabul*), which must be made clearly and in detail.<sup>22</sup>

#### 7. Written Documentation (*al-Kitabah*):

Another foundation in conducting transactions is the necessity of doing so in writing to avoid future problems. Written documentation serves as evidence in case of future disputes.<sup>23</sup>

Additionally, the foundations of benefit

and honesty (*ash-shiddiq*) imply that all forms of transactions must provide benefits and welfare for the parties involved and the surrounding community.

### Consumer Protection in Muamalah Transactions

Consumer protection in Islamic economics refers to efforts ensuring that Islamic economics meets consumer needs (the Muslim community) in consuming various goods. This encompasses how Islamic economics regulates producers to ensure the quality of goods consumed, achieved through market principles aligned with Islamic values and strict monitoring.<sup>24</sup>

Consumer protection ensures legal certainty in safeguarding consumer rights, enhancing consumer awareness, knowledge, concern, skills, and independence, and fostering responsibility among business operators. According to Law No. 8 of 1999 on Consumer Protection of the Republic of Indonesia, consumer rights include the right to comfort, security, and safety in consuming goods and/or services, the right to choose goods and/or services and receive them according to the promised exchange value, conditions, and guarantees, among other rights.<sup>25</sup>

The Consumer Protection Act (UUPK) regulates consumer and business operator rights and obligations. Based on the nine rights granted to consumers in Article 4 of the UUPK, consumer comfort, safety, and security are the primary priorities in

<sup>21</sup> Muhammad Maulana and Aulil Amri, 'Polarization of Profit Sharing of Paddy Cultivation in the Acehese Community as an Attempt to Alleviate Poverty: A Study of Fiqh Muamalah', *Samarah*, 5.1 (2021), pp. 297 – 316, doi:10.22373/sjhk.v5i1.8774.

<sup>22</sup> Jamaluddin Jamaluddin, 'Konsep Dasar Muamalah & Etika Jual Beli (al-Ba'i) Perspektif Islam', *Jurnal Pemikiran Keislaman*, 28.2 (2017), doi:10.33367/tribakti.v28i2.485.

<sup>23</sup> Abdul Munib, 'Hukum Islam Danmuamalah (Asas-Asas Hukum Islam Dalam Bidang Muamalah)', *Al-*

*Ulum : Jurnal Penelitian Dan Pemikiran Ke Islaman*, 5.1 (2018), doi:10.31102/alulum.5.1.2018.72-80.

<sup>24</sup> M H M Shukri, R Ismail, and R Markom, 'Exploring the Relationship between Consumer Protection and Product Liability: Civil and Islamic Perspectives', *Malaysian Journal of Consumer and Family Economics*, 32 (2024), pp. 177–95, doi:10.60016/majcafe.v32.07.

<sup>25</sup> Aleksejs Jelisejevs, 'The Good Faith Based Approach as a Legally Acceptable Intervention in Freedom of Contract to Protect Consumers' Rights When Banks Unilaterally Close Accounts', *Baltic Journal of Law and Politics*, 14.2 (2021), doi:10.2478/bjlp-2021-0014.

consumer protection. Consumers have the right to choose goods or services based on accurate, clear, and honest information. If harmful deviations occur, consumers have the right to be heard, receive advocacy, guidance, fair treatment, and compensation, including indemnification.<sup>26</sup>

Article 4 of the Consumer Protection Act (UUPK) outlines consumer rights, including:

- The right to comfort, security, and safety in consuming goods and/or services.
- The right to choose goods and/or services and to obtain them according to the exchange value and conditions as well as the guarantees promised.
- The right to accurate, clear, and honest information regarding the conditions and guarantees of goods and/or services.
- The right to be heard regarding opinions and complaints about the goods and/or services used.
- The right to advocacy, protection, and proper dispute resolution efforts in consumer protection.
- The right to consumer guidance and education.
- The right to be treated or served properly, honestly, and non-discriminatorily.
- The right to compensation, redress, or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be.
- Other rights as regulated by the provisions of other laws and regulations.

Consumers possess various rights in the purchasing process and are entitled to legal protections. According to Article 5 of the Consumer Protection Act (UUPK), consumer obligations include:

- Reading or following the instructions and procedures for the use or utilization of

goods and/or services for safety and security.

- Acting in good faith in transactions involving the purchase of goods and/or services.
- Paying according to the agreed-upon exchange value.
- Participating in proper legal dispute resolution efforts concerning consumer protection.

Article 6 of the UUPK outlines business operator rights, including the right to receive payment in accordance with the agreement, legal protection from actions by consumers who act in bad faith, and the right to defend oneself in legal consumer dispute resolutions. Business operator obligations include acting in good faith, providing accurate information, treating consumers properly, ensuring product quality, allowing product testing, and providing compensation for losses resulting from product use.

From the perspective of Islamic law, the term *hak* (right) encompasses meanings such as decree, certainty, explanation, truth, share or portion, reality, and obligation. According to Islamic legal scholars, *hak* refers to "a specific characteristic whereby Sharia establishes an authority for its owner or an obligation on its object."

In Islamic economic law, consumer rights violations can occur before, during, or after the transaction. Legal protection needs to be applied at each of these stages. In Islamic jurisprudence, the accuracy and truthfulness of information provided by business operators when promoting their products are crucial. Islam upholds the principle of balance, requiring both parties—consumers and business operators—to exercise due diligence.

Islamic jurisprudence highlights

<sup>26</sup> Lastuti Abubakar and Tri Handayani, 'Integrated Alternative Dispute Resolution Institutions In The Financial Services Sector: Dispute Resolution Efforts In

Consumer Protection Framework', Yustisia Jurnal Hukum, 10.1 (2021), doi:10.20961/yustisia.v10i1.48684.

consumer rights, including the right to accurate information, fair exchange value, product safety, advocacy, protection from misuse of circumstances, and compensation for product-related losses. Consumer protection is a right that should be afforded to all consumers. Unfortunately, not all consumers are aware of the laws governing consumer protection. To safeguard consumers, Islamic law establishes several principles as guidelines for conducting transactions, including *At-Tauhid* (the oneness of Allah SWT), *Al-Ihsan* (benevolence), *Al-Amanah* (trustworthiness), *Ash-Shiddiq* (truthfulness), *Al-Adl* (justice), *Ta'awun* (mutual assistance), security and safety principles, and *At-Taradhi* (mutual consent).<sup>27</sup>

Consumer protection encompasses principles and regulations that govern relationships and safeguard the interests and obligations of consumers. The application of these principles covers a broad scope, extending beyond civil matters to include relationships with Allah SWT and interactions among individuals. In Islam, consumer protection emphasizes preserving religion (*hifz ad-din*) and protecting property (*hifz al-maal*) for the collective benefit of society.<sup>28</sup>

Table 1 : Comparison of Consumer and Business Operator Rights According to UUPK and Islamic Law

According to UUPK	According to Islam
Consumer and business operator rights are not absolute and determined by law/UUPK	Consumer and business operator rights are not absolute and determined by Sharia
Consumer rights information pertains to	Consumer rights information pertains to

<sup>27</sup> Yosi Aryanti, 'Multi Akad (Al-Uqud Al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah', *JURIS (Jurnal Ilmiah Syariah)*, 15.2 (2017), doi:10.31958/juris.v15i2.498.

<sup>28</sup> Abdul Wahab and Ilma Mahdiya, 'Identifikasi Konsep Al-Uqud Al-Murakkabah Dan Al-Uqud Al-Muta'Addidah Dalam Muamalah Kontemporer',

According to UUPK	According to Islam
product quality and quantity	and quality, quantity, and product <i>halal</i> status
Consumer right to choose goods measured by fair exchange value	Consumer right to choose goods measured by exchange value and considering others' prior offers

The table 1 compares consumer and business operator rights under Indonesia's Consumer Protection Law (UUPK) with those under Islamic law. It highlights that while UUPK considers these rights as absolute and legally determined, Islamic law views them as relative and governed by Sharia. Additionally, UUPK focuses on product quality and quantity, whereas Islamic law also includes *halal* status. Furthermore, UUPK measures consumer choice based on fair exchange value, while Islamic law considers both fair exchange value and prior offers from others

Islam emphasizes material protection, safeguarding what should not be violated or exploited. Allah provides prohibitions to help humans avoid transgressions, guiding individuals to ensure they remain on the right path. In *fiqh muamalah*, consumer rights protection encompasses both consumers and business operators, without differentiating between end consumers and intermediaries. This approach contrasts with the Consumer Protection Law, which exclusively safeguards end consumers.<sup>29</sup>

In essence, consumer protection within *fiqh muamalah* involves creating a balance between the consumer's rights and obligations as well as those of the business operators. Prohibited activities, such as usury

*Islamadina: Jurnal Pemikiran Islam*, 2020, doi:10.30595/islamadina.voio.5329.

<sup>29</sup> Mohd Murshidi Mohd Noor and others, 'The Rights of Khiyar (Option) in the Issue of Consumerism in Malaysia', *Middle East Journal of Scientific Research*, 13.2 (2013), pp. 154 – 161, doi:10.5829/idosi.mejsr.2013.13.2.1766.



(*riba*), gambling (*maysir*), and deception (*gharar*), must be avoided in trade transactions. This includes upholding transparency, honesty, fairness, and mutual benefit in all dealings, reflecting the ethical and moral standards prescribed by Islamic law for consumer protection in contemporary economic contexts.

### Conclusion

Consumer protection in *muamalah* transactions is an integral aspect that encompasses not only legal considerations but also the ethical and moral values taught by Islam. Islamic law establishes principles such as *At-Tauhid*, *Al-Ihsan*, *Al-Amanah*, *Ash-Shiddiq*, *Al-Adl*, *Ta'awun*, security and safety, and *At-Taradhi* to ensure fair and transparent transactions. This protection is crucial for safeguarding the interests and obligations of both consumers and business actors. It applies not only in the context of civil relations but also in the relationship between humans and Allah SWT, as well as among individuals. Therefore, implementing consumer protection in accordance with Islamic principles can create a fair, balanced, and sustainable business environment, contributing to the common good.

### Credit Authorship Contribution

Risfiana Mayang Sari: study design, investigation, draft preparation, supervision, resources provision, review, editing.

### Declaration of Competing Interest

The authors declare no competing interests related to this study. No financial or personal conflicts of interest are present.

### Data Availability

Data are not available for sharing.

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