# ROUNDING PRICES ON FUEL PURCHASES PERSPECTIVE OF CONSUMER PROTECTION LAW AND SHARIA ECONOMIC LAW

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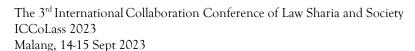
#### Abstract

In transactions that occur at gas stations when consumers fill up full tanks of fuel, gas stations will round off prices unilaterally without informing consumers in advance. This will be detrimental to consumers even though the rounding done is relatively low. Especially considering that in Islamic law buying and selling must be based on the element of mutual consent (antaradhin). In this price rounding, there are still some consumers who don't give up. The purpose of this study is to find out the reasons for rounding off fuel prices at Tanjungan gas stations, knowing the legal protection for consumers by rounding off fuel purchase prices at gas stations, knowing the perspective of sharia economic law on rounding off fuel purchase prices. The research method used is the type of field research using a qualitative approach. The results of the research are rounding off prices by gas station operators for several reasons, namely the unavailability of small change notes, transaction officiency, additional money used by operators to buy drinking water and cover the shortfall during the total sift. Legal protection by rounding off prices, namely giving money back to consumers and giving consumers the right to submit complaints. In the perspective of sharia economic law, rounding off prices contradicts the legal principles of sharia economics, namely the principle of antaradhin, namely voluntarism in dealing with muamalah and the principle of ash-shiddiq, namely honesty in dealing with muamalah.

**Keywords**: Rounding off Prices, Consumer Protection Law, Law Sharia Economics.

#### **PENDAHULUAN**

Fuel oil (BBM) is a commodity that people really need to meet their daily needs. Fuel is very important in people's lives, in fact it is a basic need for people to meet household needs and the transportation industry sector. Nowadays, most people prefer to buy fuel at gas stations. This is because buying fuel at gas stations is cheaper than buying it at retail. Gas stations will provide excellent service to consumers. However, the practice that occurs in the field is that when consumers buy fuel at an even nominal value or as determined by the consumer, there are no problems. Problems will arise if consumers fill up their fuel tank with a *full tank*. This means that gas stations will round up prices for consumers. If a





consumer purchases a *full tank of fuel* and the filling machine shows a price of Rp . 30 . 700,- then the operator will round up the price which was originally Rp . 30 . 700,- to Rp . 31 . 000,- . Rounding prices in buying and selling transactions directly harms consumers . Because in practice there are operators who inform consumers in advance and there are also operators who do not inform consumers about rounding off nominal prices when paying, this often happens at Tanjungan gas stations .<sup>1</sup>

Even though the price rounding carried out by gas stations is considered low, this is a violation of consumer protection law in accordance with Article 6 paragraph (1) concerning the right and business to receive payments in accordance with the agreement regarding the conditions and exchange value of traded goods. <sup>2</sup>This is also not in accordance with the teachings of Islamic law. Because in Islamic law buying and selling must be based on the element of *antardhin*, namely mutual acceptance between the two parties . <sup>3</sup>However, there are still some consumers who feel disadvantaged by rounding prices.

Based on the description above, it is felt that the application of rounding the price that consumers must pay when purchasing *full tanks of fuel* at gas stations really needs to be studied again . Because phenomena and problems are still frequently encountered and very relevant to research and also in several previous studies there are still many gaps found in practice in the field .

#### **RESEARCH METHODS**

The research method carried out by the researcher is a type of field research *using* a qualitative approach, namely a focus on carrying out an in-depth understanding of a problem . <sup>4</sup>The data source used in this research is a primary data source, namely data obtained directly from the source without intermediary parties. Primary data can be obtained through interviews, observation and documentation. Furthermore, secondary data sources are data obtained indirectly, this data source is

 $<sup>^{1}</sup>$ Amin Pristiadi, interview by the author, November 5, 2022, interview 1, transcript .

<sup>&</sup>lt;sup>2</sup>Article 6 Paragraph (1) Law Number 8 of 1999 concerning Consumer Protection . <sup>3</sup>Tira Nur Fitria, Online Buying and Selling (Online Shop) in Islamic Law and State Law, Scientific Journal of Islamic Economics , March, vol . 03 no . 01, 2017 .53.

<sup>&</sup>lt;sup>4</sup>Zuchri Abdussamad, *Qualitative Research Methods* , (Makassar: CV Syakir Media Press, 2021),30 .



through books, journals, laws and regulations related to the research title. <sup>5</sup>Testing the validity of the data is carried out in various ways, namely extending observations, increasing persistence, and postulation. The data collection techniques used in this research are observation, interviews and documentation. The data analysis techniques used are data collection, data reduction, data presentation, and drawing conclusions.

#### DISCUSSION

Buying and selling comes from two syllables, namely selling and buying. The word "sell" means the activity of selling while the word "buy" means the activity of buying. Therefore, the term buying and selling indicates that there are two activities in one event, namely selling and buying. <sup>6</sup>In fiqh terms it is called *Al-Ba'i* which means selling, replacing and exchanging something for something else . <sup>7</sup>The context of exchange can mean exchanging a product for another product, or it can also mean exchanging a product for money. From the definition above, it can be concluded that buying and selling is carried out by both parties, between the seller and the buyer, who exchange objects for money . Buying and selling occurs due to a transfer of ownership between parties carrying out an exchange transaction of an object for money. Buying and selling is carried out with certain terms and conditions with an agreement between the buyer and the seller.

Buying and selling has a strong foundation in the Al-Qur'an and Hadith . Several verses of the Qur'an and Hadith which form the basis of law regarding buying and selling:

### QS An-Nisa verse 29

Meaning: O you who believe! Do not consume each other's wealth in a false way, except in trade that is based on mutual consent between you. And don't kill yourself. Indeed, Allah is Most Merciful to you .8

The verse above explains the prohibition on obtaining wealth through false means . Trading must be carried out on the basis of likes and

 $<sup>^5</sup> Andrew$  Fernando Pakpahan, Adhi Pasetio, et al . , Scientific Research Methodology , (We Write Foundation, 2021), 68 .

<sup>&</sup>lt;sup>6</sup>Hafidz Muftisany, Online Buying and Selling Law, (Intera, 2021), 8.

<sup>&</sup>lt;sup>7</sup>Shobirin, *Buying and Selling from an Islamic View*, Journal of Islamic Business and Management 3, no 2(2015), 2

<sup>&</sup>lt;sup>8</sup>Al-Quran, An Nisa verse 29, Al-Quran Al Karim and its Translation, (Holy: Kudus Tower, 2006), 83.



consent between the two parties, namely the seller and the buyer. If one of the parties carrying out the transaction is under duress, then the transaction is considered invalid.

## Terms and Conditions for Buying and Selling

The conditions of sale and purchase are Puberty; Puberty means to reach, in terms it means to have reached the age of a person at maturity. Marked by wet dreams (for men) and menstruation (for women). Common sense; Reasonable means a person who can distinguish or choose what is good for him. Buying and selling done by crazy or spiritually unhealthy people is not valid, because there is a fear of fraud. Not forced (own will); Buying and selling should be done on a voluntary basis and no element of coercion is allowed. Therefore, it is illegal to buy and sell by force or not on the basis of one's own will. A state that is not mubadzir (extravagance); Both parties involved in buying and selling are not wasteful people, because in the law wasteful people are categorized as people who do not know how to act. Because spendthrifts are less able to manage their finances, it is feared that they will cause regret. 11

Apart from that, the conditions for *Ma'qud Alaih* (objects being traded) are: 1) The goods are clean and pure in substance; In buying and selling, it is not permitted to sell unclean objects such as dogs, pigs and so on . However, buying and selling is permitted from unclean objects if they are useful, for example buying manure from animal waste. <sup>12</sup>Provide benefits; The goods sold must provide sharia benefits . Such as goods that can be consumed, for example rice, fruit, goods, etc. <sup>13</sup> Belongs to the person making the contract; This means that the person who enters into the sale and purchase agreement must be the legal owner of the goods to be sold or someone who has obtained permission from the legal owner of

 $<sup>^9</sup> Syaikhu,\ et\ al\ .$  , Muamalah Fikih Understanding Contemporary Concepts and Dialectics , (Yogyakarta: K-Media, 2020), 53 .

<sup>&</sup>lt;sup>10</sup> Syaikhu, et al . , *Muamalah Fikih Understanding Contemporary Concepts and Dialectics* , (Yogyakarta: K-Media, 2020), 53 .

<sup>&</sup>lt;sup>11</sup>Siti Choiriyah, Mu'amalah Buying and Selling and Apart from Buying and Selling, (Surakarta: Center for Developing Academic Quality (CDAQ) STAIN Sukrakarta, 2009),20.

 $<sup>^{12}\</sup>mbox{Hariman}$  Surya Siregar and Koko Khoerudin, Muamalah Fiqh and Implementation , (Bandung: PT Teen Rosdakarya, 2019), 45 .

 $<sup>^{13}\</sup>mbox{Holilur}$  Rohman,  $\mbox{\it Online Buying and Selling Law}$  , (Pamekasan: Duta Media Publishing, 2020), 14 .



the goods . So it is not valid if the goods being sold are not your own. <sup>14</sup> Can be submitted; Buying and selling objects that cannot be handed over is invalid, even if the object belongs to the seller himself, such as buying and selling objects that are collateral for a debt and are difficult to give . <sup>15</sup> The situation must be known

Apart from that, Ijab is the seller's words to sell the goods. Qabul is the buyer's words for buying goods. One of the conditions that must be fulfilled is that there is an agreement of consent and qabul to give up the goods being sold to each other and exchange them for the price of the goods. However, consent is not always verbal but can be an expression or action that shows an agreement between the two parties carrying out a sale and purchase. <sup>16</sup>So this has become an accepted habit for generations.

'*Urf* according to etymology is something that is considered good, and can be accepted by common sense . '*Urf* is a habit or custom that has been passed down from generation to generation in society . Something that is known by society and has become a habit among society, both in the form of words and deeds, is called '*urf* . <sup>17</sup>According to its form, '*urf* is divided into two types, namely: *Al* '*urf al*-*qaliyah* , namely the customs that apply in the use of words or speech. Example: the word "meat" means beef, even though the word meat includes all types of meat that exist . If someone buys meat, while the seller has various types of meat, then the buyer says "I'll buy one kg of meat", because local community customs have specifically used the word meat for beef, then the seller takes the beef for the buyer. <sup>18</sup> *Al* '*urf al*-*fi*'*ly*, namely habits in the form of actions . For example, buying and selling that occurs in society without saying consent and qabul, namely buying and selling in minimarkets, and others. <sup>19</sup>

<sup>&</sup>lt;sup>14</sup>Syaikhu, et al . , *Muamalah Fikih Understanding Contemporary Concepts and Dialectics* , (Yogyakarta: K-Media, 2020), 54 .

 $<sup>^{15} \</sup>rm Umi~Hani,~\it Textbook~of~\it Muamalah~\it Fiqh~$  , (Banjarmasin: Kalimantan Islamic University Muhammad Arsyad Al-Banjary Banjarmasin, 2021) .

 $<sup>^{16}</sup>$ Hariman Surya Siregar and Koko Khoerudin, *Muamalah Fiqh and Implementation*, (Bandung: PT Teen Rosdakarya, 2019), 129 .

 $<sup>^{17}\</sup>mathrm{Agus}$  Hermanto and Rohmi Yuhani'ah, Ushul Fiqh, (Yogyakarta :Lintang Rasi Aksara Books, 2017), 50 .

 $<sup>^{18}\</sup>mbox{Abdul Latip, Ushul Fiqh}$  and Sharia Economic Rules, (Medan:CV . Merdeka Kreasi Group, 2021), 165 .

<sup>&</sup>lt;sup>19</sup>Moh . Bahrudin, Ushul Fiqh Science, (Lampung: Aura CV . Anugrah Utama Raharja, 2019), 67 .



Price is the value of an item in a certain number of units or amounts expressed in rupiah . <sup>20</sup>Price is a product value, price will influence the profits of business actors . Because price is often a consideration for consumers when purchasing a good or service, so there needs to be special consideration when determining the price of a good or service . Price in an Islamic perspective is an agreement in a sale and purchase transaction of goods or services in which both parties are pleased with each other. The price must be agreed between the two parties in a contract, either less or greater than the value of the goods offered by the seller to consumers . Prices can be obtained from the balance point which is an agreement between sellers and buyers in a transaction . <sup>21</sup>

Rounding is the practice of simplifying the presentation of information by adjusting numbers either up or down to the nearest digit. <sup>22</sup>In the Regulation of the Minister of Trade Number 35/M/DAG/PER/7/2013 concerning the Inclusion of Prices of Goods and Tariffs for Traded Services, namely so that consumers can obtain correct, clear and honest information regarding the prices of goods and tariffs offered or traded by business actors. . Having clear prices will protect consumers from getting goods or services in accordance with the exchange rate, conditions and guarantees agreed upon.

Consumer protection law is any effort that ensures legal certainty and provides protection to consumers . <sup>23</sup>The aim of consumer protection law is to regulate and protect consumers' interests in goods or services in society . Consumer protection law is a whole set of principles or rules that regulate and protect consumers in the provision and use of goods between goods providers and users in life in society .<sup>24</sup>

Legal principles are basic thoughts that are general in nature or are the background of concrete regulations contained in every legal system in statutory regulations and judge's decisions which constitute positive law and can be found by looking for general characteristics in these concrete

<sup>&</sup>lt;sup>20</sup>Article 1, Regulation of the Minister of Trade of the Republic of Indonesia Number 35/M-DAG/PER/7/2013.

<sup>&</sup>lt;sup>21</sup>Muhammad Birusman Nuryadin, Prices in an Islamic Perspective, Mazahib, 4, no. 1 June (2007): 8.

<sup>&</sup>lt;sup>22</sup>Ralona M, Dictionary of Popular Economic Terms , (Gorga Media, 2006), 63 .

 $<sup>^{23}\</sup>mbox{Article}$  1 Consumer Protection Law Number 8 of 1999 concerning Consumer Protection Law .

 $<sup>^{24}</sup> Rosmawati, \ Principles \ of \ Consumer \ Protection \ Law$  , (Depok: Prenadamedia Group, 2018), 8 .



regulations . P. Scholten's opinion in the book entitled "The Scope of Consumer Protection Law" states that legal principles, namely the tendencies required by our moral view of law, are the general characteristics of all limitations as a general characteristic and must exist. <sup>25</sup>Article 2 of the Consumer Protection Law Number 8 of 1999 states that consumer protection is based on benefits, justice, balance, security and consumer safety as well as legal certainty. <sup>26</sup>

The legal objectives of consumer protection are regulated in Article 3 of Law Number 8 of 1999 concerning Consumer Protection that is:<sup>27</sup> Increase consumer awareness, ability and independence to protect themselves. Raising the honor and dignity of consumers by preventing consumers from experiencing negative impacts on the use of goods or services. Increasing consumer empowerment in choosing, determining and demanding their rights as consumers. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information. Raising awareness among business actors regarding the importance of consumer protection so that an honest and responsible attitude in conducting business can develop. Improving business quality that ensures business continuity in the production of goods or services, health, safety, comfort , and so on consumer safety.

#### Sharia Economic Law

Law is the totality of norms or rules made by the government which has the authority to determine the law, and is declared as a binding regulation for the entire community with the aim of establishing a desired order. Economy comes from the words *oikos* and *nomos*, *oikos* means household and *nomos* means order or norm, so economy is household rules. <sup>28</sup>According to the Big Indonesian Dictionary, economics is the science of the principles of production, distribution and consumption of goods such as finance, trade and distribution. Etymologically, sharia is a

<sup>&</sup>lt;sup>25</sup>Agus Suwandono, Scope of Consumer Protection Law, 2017, 26.

 $<sup>^{26}\</sup>mbox{Ahmadi}$  Miru and Sutarman Yodo, Consumer Protection Law , (Jakarta: PT Rajagrafindo, 2004), 25 .

 $<sup>^{\</sup>rm 27} Article~3$  Consumer Protection Law Number 8 of 1999 concerning Consumer Protection Law .

<sup>&</sup>lt;sup>28</sup>Jaih Mubarok, et al., Sharia Economics Book, (Jakarta: Department of Sharia Economics and Finance-Bank Indonesia, 2021), 3.



way, rules, while terminology, sharia is the decrees of Allah and the provisions of His Messenger, both in the form of prohibitions and commands.

As part of muamalah, sharia economic law has a special characteristic, namely that it is open ( *open system* ) with basic rules in the form of permissibility. <sup>29</sup>This means that all muamlah activities are permitted, unless they contain elements that are prohibited by Islamic law. Understanding sharia economics from a legal perspective has very important meaning. So it can be concluded that sharia economic law is a rule that regulates every human activity in the fields of production, distribution and consumption of a product or service based on the decrees of Allah SWT and the Messenger .

### Principles of Sharia Economic Law

Sharia economic law is a legal product in the economic sector which is a codification of the norms or rules of muamalah fiqh which are adapted to the reality of social needs. Sharia economic law has the following principles:30 The principle of mu'awanah, namely in the principle of mu'awanah, every Muslim is required to help each other and collaborate in carrying out muamalah. The principle of benefit, namely that every muamalah activity must provide benefits and advantages for the parties. The principle of antardhin, namely in basic principles, muamalah activities must be based on the willingness of both parties. The principle of 'admaul gharar, namely that in muamalah activities one must avoid gharar or other elements of fraud that could harm one of the parties. Al musawah, this principle explains that every party carrying out muamalah activities has the same or equal position.nAsh Siddiq, in this principle, every muamalah activity must be based on honesty between parties. The principle of property rights, in Islamic muamalah, must recognize individual property rights to goods that have proven truth. The principle of equality, in this activity the muamalah must establish the principle of justice, so that the distribution of assets can be evenly distributed among the community, not only controlled by certain people. The principle of al-bir wa al-taqwa, means upholding justice or good behavior in muamalah, and abandoning

<sup>&</sup>lt;sup>29</sup>Jaih Mubaraok, et al . Sharia Economics Book, (Jakarta: Department of Sharia Economics and Finance-Bank Indonesia, 2021), 3.

<sup>&</sup>lt;sup>30</sup>Farid Wajdi and Suhrawardi K. Lubis, *Islamic Economic Law*, (Jakarta: Sinar Graphics, 2020), 8-9.

what is prohibited by Allah SWT to protect and protect oneself from the wrath of Allah SWT.

# The reason is that price rounding is carried out when purchasing fuel at gas stations

Buying and selling is the activity of exchanging an object for money. In buying and selling, price determination is formed due to an agreement between both parties between the seller and the buyer. Based on the research results, several factors were found that were the cause of price rounding when purchasing fuel at gas stations, namely:

- 1. Unavailability of change
- Extra money (spread)
- 3. Transaction efficiency

In regulation Number 35/M-DAG/PER/7/2013 concerning the inclusion of prices for traded goods or tariffs, rounding may be done taking into account the nominal value in circulation and rounding must be informed in advance to consumers. However, in practice, gas stations when rounding never confirm or ask for approval from consumers. This certainly violates the rules. In accordance with these regulations, when carrying out rounding, gas stations must inform consumers first so that there is no element of compulsion on the part of consumers.

Rounding up prices when purchasing fuel at Tanjungan gas stations has become a custom that is carried out continuously between sellers and buyers. This rounding can be called 'urf', namely habits or customs that have been passed down from generation to generation in society. 'Urf is a habit among society in the form of words or deeds. The practice of rounding fuel prices that occurs at Tanjungan gas stations includes al-'urf al-fi'ly, which is a habit that takes the form of an action.

# Legal Protection for Consumers by Rounding Prices When Purchasing Fuel at Gas Stations

Consumer protection is any form of effort that ensures legal certainty and provides protection to consumers . <sup>31</sup>This rounding carried out by gas station operators is a form of violation of consumer rights regarding the payment that consumers must pay to the gas station when consumers fill up a *full tank of fuel* . Even though the rounding done is of

 $<sup>^{\</sup>rm 31}Article~1$  Consumer Protection Law Number 8 of 1999 concerning Consumer Protection Law .



small value, if this is done continuously it will certainly be detrimental to many consumers. This rounding is carried out unilaterally by the operator without prior confirmation to consumers. For this reason, there is a need for legal protection for consumers that provides consumers with a sense of security and justice.

A form of legal protection for consumers is by rounding up the purchase price of *full tanks of fuel* at gas stations, namely giving change to the consumer according to the consumer's wishes and the operator providing small change. This is in accordance with consumer rights in Article 4 of the Consumer Protection Law Number 8 of 1999, namely the consumer's right to obtain compensation for goods received that are not as they should be . Providing change to consumers is in accordance with the obligations of business actors, where business actors in carrying out transactions must have good intentions in their business, namely trying to return the change according to what the consumer desires.

If analyzed using the Consumer Protection Law, then the rounding of prices carried out by gas station operators when consumers purchase *full tanks of fuel* is an irregularity, which is an act that is prohibited by business actors. With openness between gas station operators and consumers regarding price rounding when purchasing *full tanks of fuel*, if there is prior confirmation to consumers, consumers will be able to accept it and there will be no compulsion from consumers who do not accept the rounding. So that there is no violation of consumer rights as regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection.

# Sharia Economic Law Perspective on Rounding of Fuel Purchase Prices at Gas Stations

Islam is a comprehensive religion, regulating all procedures of human life, both in terms of worship, aqidah, and muamalah . Aspects of muamalah include buying and selling, accounts receivable, mortgage, rent and others . In Islamic law, buying and selling activities must be in accordance with the rules and regulations that have been set by Allah SWT . Muamalah's activities must be based on Islamic shariah principles, therefore Islam encourages its people to earn a living in the right way. As in the words of Allah SWT in QS an-Nisa verse 29 which explains the prohibition of acquiring property by false means . In trade, it must be

joined on the basis of like-for-like or the satisfaction of both parties, namely the seller and the buyer .

Examined by sharia economic law, rounding of fuel purchase prices is not permitted in sharia economic law because this is not in accordance with the pillars of muamalah, namely that it must be mutually beneficial for both parties . The price rounding that occurs at the Tanjungan gas station is carried out by the gas station operator unilaterally without prior confirmation or notification to consumers when filling a *full tank of fuel* . From a practical perspective, rounding is contrary to sharia economic law because there is no mutual agreement between gas station operators and consumers. Therefore, the operator must give back the remaining money according to the nominal amount which is rounded up according to the availability of change that is currently in circulation.

The view of sharia economic law regarding buying and selling at gas stations is that fuel purchases that occur at gas stations are harmonious and the terms of the sale and purchase are legal because they are in accordance with Islamic law. However, in this transaction the price rounding carried out by the operator is not in accordance with sharia economic law because there are still some consumers who feel disadvantaged and there is an excess payment to the gas station operator so that the principle of *antardhin* or voluntariness in muamalah has not been achieved.

### **CONCLUSION**

rounding of prices when purchasing *full tanks* of fuel at Tanjungan gas stations is not only rounding up which is detrimental to consumers but also rounding down. This rounding is carried out for several reasons, namely the unavailability of small change which is starting to become scarce, transaction efficiency, ceperan (extra money) used by operators to buy drinking water and cover shortfalls during shift totals. Legal protection for consumers by rounding prices when purchasing fuel at Tanjungan gas stations means that the operator gives change according to the consumer's wishes by providing small change notes. Furthermore, another protection is that consumers have the right to make complaints to the gas station. From the perspective of sharia economic law, price rounding is contrary to the principles of sharia economic law, *the antardhin* 

principle, namely voluntariness in muamalah and the ash-shiddiq principle, namely honesty in muamalah.

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