



PROTECTION LAW TO CONSUMER IN SYSTEM TRANSACTION CASH ON DELIVERY (COD) ACCORDING TO FATWA 05/DSN-MUI/IV/2000 CONCERNING CONTRACT AS-SALAM

Mohammad Izzul Haq, Mohammad Zubaidi Sujiman
Institut Agama Islam Negeri Kudus
Email: izzulhaq80043@gmail.com

Abstract

Legal protection for consumers is a very important thing, because it is useful for guaranteeing legal certainty and also guaranteeing the security of consumers in carrying out transaction activities. Transaction activities using the Cash On Delivery (COD) system, in which transactions by ordering goods in advance with a certain agreement, the goods will reach the buyer. The Cash On Delivery (COD) system is very practical because sellers and buyers don't bother to meet in person. Besides the practicality of this COD system, consumers are often at a disadvantage, because considering that consumers are objects to gain the maximum profit by the seller. For example, the goods that have arrived are not as ordered, or the goods that were ordered and arrived have defects. So this is where legal protection for consumers is very important and needed by consumers. The Fatwa of the National Sharia Council of the Indonesian Ulema Council has regulated all matters related to economic activities, such as consumer protection. In the Fatwa of the National Sharia Council Number 05/DSN-MUI/IV/2000 regarding the salam contract, it is explained that if all or part of the goods are not available or lacking when the delivery time is available and the consumer is not willing, then the contract may be canceled or wait for the goods to become available.

Keywords : Consumer protection, Cash On Delivery, DSN-MUI Fatwa

INTRODUCTION

Everything, especially in Islam, has been regulated, one of which is the rules contained in trade. Where in it there will be a contract. ¹A contract in Islam is a form of engagement that has an important role in determining whether a transaction is accepted or not. The contract itself is something that is permitted in Islam (*Al Jawas Wal Ibahah*), namely free without any ties. ²Freedom in contracting depends on how things have been justified by the Shari'a, where in a contract there are various forms that are free to be implemented as long as they are harmonious and the conditions for implementation have been realized. Where in the contract being executed there is pressure to make it invalid (void), including one of the contracts,

¹Contract, Agreement, Sale and Purchase Contract (KBBI: Big Indonesian Dictionary).

²Nasrun Haroen, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007), 106 .



namely the salam contract which is a contract whose application and concept is close to that of an e-commerce *transaction*.³

Salam buying and selling is a buying and selling that uses an order system where delivery of goods will be given at a later date, while payment will be made at the beginning. In buying and selling salamini, the buyer is only given a description of the goods to be purchased.⁴ Rights like this exist because when someone is often looking at an item, then in their heart there is a desire to be able to buy the item they see. When the owner of the item begins to respond or perhaps has already purchased the item. At that time the buyer began to think seriously and then doubts arose in his heart. Likewise with sellers, where when a consumer tries to bid on the goods he is selling, and the seller begins to be interested in selling his merchandise, but while the sales process is taking place, doubts begin to arise in his heart. Because of this, Islam prescribes a sharia for sellers and buyers, where with this right they can choose to cancel or continue buying and selling in the transaction.⁵

The development of a country's industrial and trade sectors produces a variety of goods or services that are available for use. Apart from that, globalization and free trade which are supported by advances in telecommunications and information technology have increased the space for cross-border movement and trade in goods or services, therefore the supply of goods or services varies with foreign and domestic production.

On the other hand, such conditions benefit consumers, because the demand for a good or service that is expected to be fulfilled, and various types of high quality goods or services can be chosen freely according to the consumer's desires and abilities. On the other hand, these circumstances and events will cause the status of business actors and consumers to become unequal or unbalanced, and consumers to be in a disadvantageous position. Consumers become the object of commercial activity, and commercial actors use promotional techniques and enforce standard agreements with consumers to maximize profits.⁶

The impact resulting from the use of *e-commerce* is very profitable, namely that global relations can be quickly and advanced without the constraints of place and time which have now become commonplace. Actual business transactions that do not require pen and paper, trade that no longer requires meetings between two parties, make e-commerce a

³Ashabul Fadhi, *Review of Applied Islamic Law on the Implementation of the As-salam Agreement in E-commerce Transactions*, Journal of Islamic Legal Thought, 2016. UPI Padang, 3 .

⁴Imam Musthofa, *Contemporary Fiqh Muamalah* (Jakarta: Raja Grafindo, 2016), 86 .

⁵Muhammad Arifin bin Badri, *Practical Guide to Islamic Marriage Fiqh* (Jakarta: Darul Haq, 2018), 163 .

⁶Rahayu Hartini, *Commercial Law* (Malang: University of Muhammadiyah Malang, 2006), 207-208 .



differentiator in terms of the new economy in the field of technology, especially in Indonesia.

The significance of this technological development has both good and bad sides. The good side is that transactions on the internet through *online network intermediaries* can add to the role and purpose of trading and also provide convenience and practicality. Regarding transactions carried out using electronic media, legal certainty is guaranteed.

Security issues are still a problem on the internet, such as message confidentiality, how to ensure that the message sent is intact in the hands of the recipient, and the legality of the information. The parties involved in the transaction and the purity of the message so that it can be used as evidence.⁷

So in essence, consumers really need comprehensive legal protection, and considering that the situation of consumers in general is less favorable than the position of producers in many ways, discussions about consumer protection are always hot and always an important and studied matter.⁸

All matters related to sharia economic activities have been regulated in the fatwa of the national sharia council, this is related to several problems the author encountered regarding weak legal protection for consumers in *Cash On Delivery* (COD) transactions, so the author is interested in analyzing and studying this problem more deeply. in a thesis entitled " **Legal Protection for Consumers in Cash On Delivery (COD) System Transactions According to the Fatwa of the National Sharia Council Number 05/DSN-MUI/IV/2000 concerning Salam Agreements (Case Study in Karanganyar Village, Karanganyar District, Demak Regency)** .

LITERATURE REVIEW

Consumer protection

Understanding Consumer Protection

Protection, as explained in the Big Indonesian Dictionary (KBBI), comes from the word *lindung* which means to protect, prevent, defend and fortify. The term consumer is based on the language of the word " *consumer* ", which precisely means the word " *consumer* " is (the opposite of business actor) every person who uses goods.⁹The meaning of *consumer* or *consumer* depends on the position in which he is located. In the English-Indonesian dictionary, the meaning of consumer is the opposite of the word producer, namely the user of goods obtained from industry, foodstuffs and so on.¹⁰

⁷Abdul Halim Barkatullah and Teguh Prasetyo, *E-commerce Business* (Yogyakarta: Student Library, 2005), 2-3 .

⁸Celina Tri Siwi Krisstayanti, *Consumer Protection Law* (Jakarta: Sinar Graphics), 5 .

⁹Celina Tri Siwi Krisstayanti, *Consumer Protection Law* , (Jakarta: Sinar Graphic, 2008), 22 .

¹⁰Yusuf Shofie, *Consumer Protection Law Revised Edition* , (Jakarta: Kencana, 2016), 15 .



According to the Consumer Protection Law Number 8 of 1999 Article 1 Paragraph (2) explains the definition of consumer "a consumer is every person who uses goods or services that already exist in society, whether for the benefit of themselves, their family, other people or other living creatures. others and is not intended for sale."¹¹

Legal Basis for Consumer Protection

There are four sources of Islamic law, as agreed upon by the jurists, namely guided by the Al-Qur'an, Sunnah, ijma' and qiyas. These legal sources can be used as guidelines in making legal decisions on consumer protection in Islam. In Islam, the implementation of economic activities is based on the guidelines contained in the Al-Qur'an, the Sunnah of the Prophet and the teachings of the Companions. Therefore, with legal protection, it is hoped that community activities will certainly be better, more comfortable, safer and protected from harmful actions or things. Of these things, the most important thing is to ensure legal certainty in order to provide protection to consumers. Of course, this cannot be separated from the awareness of business actors (producers) so that both parties do not suffer mutual harm.¹²

Cash On Delivery

According to the language, *cash on delivery* means cash, while *on means* when, at, and so on. Meanwhile, *delivery* is delivery. According to the term COD, it is a cash payment made when the goods ordered or purchased have arrived at their destination, with Another meaning of COD can also be interpreted as a buying and selling transaction, namely by meeting directly between the producer and the consumer.

COD means the price of an item that has been purchased and payment must be equal to the invoice price when the buyer receives the item sent. In the process of buying and selling transactions using a delivery system or COD is a price determination, the bargaining is done at the time before the meeting between the two parties. So in this case, the procedure for using the COD method for buying and selling on Shopee, namely when The consumer is checking *out*, so the seller is required to send the goods selected by the buyer.¹³

However, the buyer does not yet have an obligation to make payment, because the payment will be given to the courier who delivers it from the selected delivery service using cash. If the goods have been received by the

¹¹Consumer Protection Law Number 8 of 1999 Article 1 paragraph 2 .

¹²Muhammad Djakfar, *Business Law: Building a Discourse on the Integration of National Protection with Sharia*, (Yogyakarta: PTLKis Printing Cemerlang, 2009), 354 .

¹³Tri Astuti, *General Guidebook for Economics Students*, (Jakarta: Vichosta Publishing, 2015), 111.



producer and the consumer will pay the courier, after that the funds can be received by the producer which will later be disbursed from the marketplace, namely Shopee.

Consumer Protection in National Sharia Council Fatwa Number 05/DSN-MUI/IV/2000

Fatwa is a guideline for Muslims, especially in Indonesia. In general, fatwas are responses from religious experts aimed at resolving problems in Islamic law. The word fatwa comes from the Arabic *al-ifta*, *al-fatwa* which means giving a decision. Giving a fatwa from this group of religious experts is not an easy decision or does not have a clear legal basis. However, this fatwa law was made based on clear religious knowledge.¹⁴

Fatwa is a response from the ulama group to social problems faced by society. The legal clarity of a fatwa is very important for Muslims, who are the majority in Indonesia. Indonesia has ulama who form a unit in the form of an institution, namely the Indonesian Ulema Council (MUI), which has the task of providing answers to problems that occur in society.¹⁵

As with the issue of legal protection for consumers in the COD (*Cash On Delivery*) system or Salam contracts, it has been regulated in fatwa Number 05/DSN-MUI/IV/2000 concerning Salam contracts. The protection that consumers receive, as explained in the Salam contract, is as follows:

- a) Business actors may provide their goods earlier than the agreed time provided that the quality and quantity of goods are in accordance with the agreement, and business actors are not permitted to ask for additional prices.
- b) If all the goods or some of the goods are not available at the time of delivery, or the quality of the goods is worse than the order and the consumer does not feel happy to receive the goods, then the consumer has two options, namely, canceling the contact, or waiting for the goods to arrive.¹⁶

Buy and sell

Understanding Buying and Selling

Etymologically, jurisprudence is understanding. In a broader meaning, fiqh is Islamic law which relates to human regulations that have

¹⁴Ahyar A. Gayo, *The Position of the MUI Fatwa in Efforts to Encourage the Implementation of Sharia Economics*, (Jakarta: Final Report of Legal Research of the National Legal Development Agency, Ministry of Law and Human Rights of the Republic of Indonesia, 2011), 13 .

¹⁵Amir Syarifuddin, *Ushul Fiqh Volume II* , (Jakarta: Kencana, 2008), 142 .

¹⁶National Sharia Council Fatwa Number 5 /DSN-MUI/IV/2000 concerning the Salam contract .



been obtained through a proposition that has been *ijtihad*. The word *muamalah* comes from the Arabic language, namely *muamalat*, which etymologically means action, social interaction, mutual action, work, transactions and business.

Muamalah is a rule in Islamic law that relates to human actions in matters relating to the worldly world, such as buying and selling, trade, pawn rental, *mudharabah* company, war, peace, inheritance, grants, wills, marriage and so on. humans in their lives.¹⁷

Buying and selling (*al-bai*) in etymology or linguistically is an exchange between goods and goods or bartering. Buying and selling is a term used to provide clarity on two sides of a transaction, namely selling and buying at the same time. In terms of terminology, one of the scholars is Imam Hanafi. Imam Hanafi believes that buying and selling is the exchange of goods or assets in a certain way or the exchange of goods that are liked and have the same value and benefits for each party. In buying and selling transactions carried out with consent.

So from the various explanations of the meanings above, it can be concluded that in terms of terminology or terms, it is the activity of exchanging assets for assets which generally take the form of an item which is carried out on the basis of mutual consent using a certain contract with the aim of purchasing the item. In buying and selling transactions, buying goods based on mutual consent is the main key, because without willingness between both parties, the buying and selling is considered invalid.¹⁸

Buying and Selling As-Salam

What is meant by buying and selling *as-Salam* is that linguistically the word *salam* means giving or is called *taslim*. Buying and selling *salam* or (*salaf*) is a buying and selling transaction carried out by order, where payment is made at the beginning while the goods are given at a later time. In buying and selling *as-Salam*, the consumer is only given a description of the goods he will order. In the Compilation of Sharia Economic Law (KHES) Article 22 Paragraph 34 explains that *salam* is a financing service related to buying and selling where payment is made at the same time as ordering goods, for example, Mr. Andi orders some clothes from Mr. Budi's shop, then Mr. Hadi explains the description. the clothes that Mr Andi will later order, then pay the price of the clothes. Then, after the clothes were in Mr. Budi's shop, he sent the clothes to Mr. Andi.¹⁹

¹⁷Azharudin Latif, *Fiqh Muamalat*, cet 1, (Jakarta: UIN Jakarta Press, 2005), 3.

¹⁸Imam Mustofa, *Contemporary Muamalah Fiqh*, (Jakarta: Raja Grafindo Persada, 2016), 21-22

¹⁹Imama Mustofa, *Contemporary Muamalah Fiqh*, (Jakarta: Raja Grafindo Pesada, 2016), 86.



Salam is a form of buying and selling (muamalah), in the language the people of Medina call it salam, unlike the people of Iraq who call it salaf. In terms of language, salaf and salam have the meaning of speeding up or hastening capital and driving goods.

Sayyid Sabiq is of the opinion that salam is "buying and selling something with certain conditions which are subject to suspension of transactions or immediate payment". Meanwhile, Abu Zahroh defines salam as "a sale in which the purchase of the goods purchased is postponed, while the price of the goods is paid immediately".

Based on the opinion and definition above, greeting buying and selling is buying and selling using the order method, which means purchasing goods by means of the consumer providing money or capital at the beginning, while the goods that have been purchased are received at the time agreed upon by the seller and buyer. When purchasing, the item must only be described specifically, starting from its condition and characteristics. In this case, the responsibility for the goods is still owned by the seller. Buying and selling as-Salam usually occurs for exclusive items where the item is interesting and rarely owned.

RESEARCH METHODS

Research carried out by researchers is a type of research carried out directly in a field location or this research is usually known by the term, (*field research*), namely research using the method of going into the field or directly to the community so that it focuses on the data collected in the field.²⁰ Field research is carried out by researchers going directly to see events in the field. Research in the field usually makes notes that aim to make analysis easier. This field research, including qualitative research, is research that focuses on an object that exists in real life in order to understand what phenomena are occurring.

The research carried out by this was carried out in Karanganyar Village, Karanganyar District, Demak Regency. And examine the practice of buying and selling using the *Cash On Delivery* (COD) system along with forms of legal protection for consumers if an incident occurs that causes losses between both parties.

The research approach carried out by the researcher is a qualitative descriptive approach. Qualitative research is research that aims to investigate, discover and explain a natural object, which is a genuine or pure object that cannot be edited or made up by the researcher. Data analysis was carried out based on real incidents found in the field.²¹

²⁰Mardalis, *Research Methods*, (Jakarta: Bumi Askara, 1995), 289.

²¹Luthfiyah, Muh. Fitrah, *Qualitative Research Methodology*, Class Actions & Case Studies, (Sukabumi: CV Trace, 2017), CT.1, 44.



RESEARCH RESULTS AND DISCUSSION

Analysis of the Importance of Legal Protection for Consumers

A consumer in the literal sense is a company or individual who buys goods or perhaps a particular service, in other words uses a particular service, or a person who uses a supply or several goods. In the Consumer Protection Law Number 8 of 1999, a consumer is every user of goods or services in society, whether for the benefit of themselves, other people, family or other living creatures and not for sale.

The definition of consumer in its general meaning is the user, user and utilization of goods or services for a purpose. According to the consumer protection law, a consumer is every person who uses goods or services in society, which are used for the benefit of themselves, their families, other people and other living creatures.²²

Based on the explanation above, the subject referred to as consumer means every person who has the status of a user of goods and services. The term "person" can actually give rise to doubts, whether only individuals can be called *natural persons* or whether this includes legal entities (*rechts person*). A-Z. Nasution believes that what is meant is a natural person, not a legal entity. For the reason that those who use, exploit and consume goods or services that are intended for the needs of individuals, families, other people and other living creatures and are not for sale and purchase are only humans or natural persons.

Consumer protection is based on justice, balance, benefits, security, safety and legal certainty for consumers. According to Janus Sidablok in his book on Consumer Protection Law in Indonesia, consumer protection law is the law that regulates business, an effort to realize legal protection for consumers.

The consumer protection law that currently exists in Indonesia has a legal basis that has been ratified by the government. By legislating issues regarding consumer protection, it is possible to provide reverse evidence if a dispute occurs between consumers and business actors. Consumers who feel that their rights have not been fulfilled can report their problems and process the problem at the Consumer Dispute Resolution Agency (BPSK).²³

An important factor that causes consumer weakness is that the level of consumer awareness about their rights is still low. Due to the low level of education experienced by consumers and their knowledge. Therefore, the Law on consumer protection is intended to become a solid legal foundation for the government and non-governmental consumer

²²Salamiah, *Legal Protection for Consumers in Buying and Selling Activities*, Al'Adl, Vol 5 no 12, 2014, 40

²³Salamiah, *Legal Protection for Consumers in Buying and Selling Activities*, Al'Adl, Vol 5 no 12, 2014, 41.



protection institutions which aim to carry out efforts and efforts related to consumer empowerment through consumer guidance and education. Considering the low level of consumer awareness of their rights and obligations which is a problem in the field of consumer protection, the following are the rights and obligations of consumers in the Consumer Protection Law:

- a) Rights related to comfort, security and safety in using and using goods or services.
- b) The right to choose goods or services and obtain them in accordance with the exchange rate and the terms of the guarantee.
- c) The right to receive correct, clear and honest information about the condition and guarantee of goods or services.
- d) The right to hear opinions and complaints about goods or services that have been used.
- e) The right to appropriate consumer protection advocacy.
- f) The right to obtain consumer guidance and education.
- g) The right to be treated and served fairly and honestly and non-discriminatory.
- h) The right to compensation, damages or compensation, if the goods or services obtained are not in accordance with the agreement or are not supposed to be.
- i) Rights based on other laws.²⁴

From the nine rights above, it can be concluded that the issue of consumer comfort, safety and security is the most important thing in protection.

Legal Protection for Consumers in the Cash On Delivery (COD) Transaction System According to the Fatwa of the National Sharia Council Number 05/DSN-MUI/IV/2000 concerning Salam Agreements

Cash On Delivery (COD) has the characteristic that there is a transaction between both parties with a system of ordering goods in advance, then the goods will be delivered at a later date. In practice, the COD system is the same as buying and selling Salam. In Islamic contract law, fiqh scholars define Salam buying and selling as selling an item where the delivery of the item is withheld, or selling an item where the characteristics of the item are clear with payment or money being handed over early, while the item is delivered at a later date.²⁵

²⁴Gunawan Widjaja and Ahmad Yani, *Law Concerning Consumer Protection*, (Jakarta: Gramedia Pustaka Utama, 2001, 30

²⁵Rozalinda, *Sharia Economic Fiqh Principles and Implementation in the Sharia Sector 2nd Edition*, (Jakarta: Rajawali Press, 2017), 93-94.



In the process of carrying out buying and selling transactions using the Cash On Delivery (COD) system, it can make shopping easier, because the COD system is very practical. Besides being able to provide convenience for those who make transactions, the COD system often causes harm to consumers, such as goods being defective, not according to orders or even goods not being delivered. For example, problems occur with consumers in Karanganyar Village, Karanganyar District, Demak Regency. That what the consumer ordered when the goods arrived was not appropriate.

From the case above, it can be seen that each Shopee consumer has a problem with the goods that have been sent, but when they arrive, they don't match what was ordered. In Islam, if something like that happens it can be called *gharar*, and it is clearly prohibited.

Reflecting on the Shopee consumer problems above, of course legal protection for consumers is very important, considering that consumers are at a serious disadvantage. Shopee as a market place has rules to protect consumers. Following are the steps that Shopee consumers can take if there is an error or defect in the goods that have been sent:

- a) Make a direct complaint or ask for compensation directly from the seller via the chat column with the seller.
- b) If the seller does not want to respond to the complaint, the next step is to contact Shopee Customer CS: 1500702/<https://shopee.co.id/shopeecs>.
- c) After Shopee Customer receives a consumer complaint, Shopee examines the problem. If the mistake is made by the consumer, then the consumer will not get compensation, whereas if the mistake is made, the seller will compensate for the loss.
- d) All payments or transactions made by consumers always reach Shopee first. If there is a mistake made purely by the seller, the seller will be reprimanded by Shopee and the consumer will receive compensation for the loss.
- e) Compensation for Shopee consumers can be in the form of goods that have been previously ordered or can be in the form of money or balance (Shopeepay) according to payments made by consumers previously.

Shopee as a marketplace has guaranteed and provided protection for its consumers when shopping, in order to obtain safety and comfort, however, most consumers do not know about Shopee's protections for consumers.²⁶

There are many laws in Indonesia that protect the rights and obligations of consumers when shopping, including the Consumer

²⁶Rizqi, interview with author, Admin Shopee Express Kudus, January 23, 2023, interview 4, transcript.



Protection Law no. 8 of 1999 and according to the Fatwa of the National Sharia Council Number 05/DSN-MUI/IV/2000 concerning the Salam Agreement. All activities related to muamalah have been regulated in the Fatwa of the National Sharia Council. The following are the rules and forms of consumer protection in the Cash On Delivery transaction system or what is called the Salam contract according to the National Sharia Council Fatwa Number 05/DSN-MUI/IV/2000:

- a) Salam, namely buying and selling goods using an order and payment system or the money in advance with certain conditions.
- b) The exchange value of the goods must be determined in quantity and form, it can be in the form of money, goods or benefits. Payment must be made in accordance with the contract.
- c) If the seller or business actor delivers goods of better quality, the seller or business actor is not allowed to ask for an additional price.
- d) If a business actor delivers goods of worse quality, and the consumer is satisfied with this, then the consumer is not allowed to ask for a price reduction (discount).
- e) Business actors are allowed to hand over goods earlier than the time agreed at the beginning provided that the quality and quantity of goods must be the same as agreed, and business actors are not allowed to ask for additional prices.
- f) If all, some of the goods are not available when delivered, or the quality is worse and the consumer is not happy with this, then the consumer has two options: cancel the contract and ask for the money back or wait until the goods are available.²⁷

CONCLUSION

So it can be concluded that consumer protection by Shopee as a marketplace is in fact the same as consumer protection according to the National Sharia Council Fatwa Number 05/DSN-MUI/IV/2000. All rules or legislation in Indonesia have the same aim, namely ensuring the fulfillment of consumer rights and obligations, providing comfort and security in transactions, and guaranteeing legal certainty. If something happens that is not in accordance with the agreement, for example the goods do not meet the specifications, then the contract may be canceled, and if there is a dispute between the seller and the buyer it will be resolved at BASYARNAS.

²⁷National Sharia Council Fatwa Number 05/DSN-MUI/IV/2000 concerning the Salam contract.



BIBLIOGRAPHY

Book

- Contract, Agreement . Sale and purchase contract . (KBBI: Big Indonesian Dictionary).
- Arifin bin Badri, Mohammad. (2018). *Practical Guide to Islamic Marriage Fiqh* . Jakarta: Darul Haq .
- Astuti, Tri. (2015). *General Guidebook for Economics Students* . Jakarta: Vichosta Publishing .
- Barkatullah , Abdul Halim, and Teguh Prasetyo . (2005). *Ecommerce Business* . Yogyakarta: Student Library .
- Djakfar, Muhammad. (2009). *Business Law , Building a Discourse on the Integration of National Protection with Sharia* . Yogyakarta: PTLKis Printing Cemerlang .
- National Sharia Council Fatwa Number 5 /DSN-MUI/IV/2000 concerning the Salam contract .
- Haroen, Nasron. (2007). *Muamalah Fiqh* . Jakarta: Pratama Media Style .
- Hartini, Rahayu. (2006). *Commercial Law* . Malang: Muhammadiyah University of Malang .
- Krisstayanti, Celina Tri Siwi . (2008). *Consumer Protection Law* . Jakarta: Sinar Graphics .
- Latif, Azharudin . (2005). *Muamalat Fiqh , cet 1* . Jakarta: UIN Jakarta Press .
- Luthfiah, Muh. Fitrah . (2017). *Qualitative Research Methodology , Class Actions & Case Studies*, Sukabumi: Trace CV .
- Mardalis . (1995). *Research methods* . Jakarta: Bumi Askara .
- Musthofa, Imam. (2016). *Contemporary Muamalah Fiqh* . Jakarta: Raja Grafindo .
- Rozalinda . (2017). *Sharia Economic Fiqh Principles and Implementation in the Sharia Sector 2nd Edition* . Jakarta: Rajawali Press .
- Sophie, Yusuf. (2016). *Consumer Protection Law Revised Edition* . Jakarta: Kencana .
- Syarifuddin, Amir. (2008). *Ushul Fiqh Volume II* . Jakarta: Kencana.
- Consumer Protection Law Number 8 of 1999 Article 1 paragraph 2 .
- Widjaja, Gunawan , and Ahmad Yani . (2001). *Law Concerning Consumer Protection* . Jakarta: Gramedia Pustaka Utama .

journals

- Fadhi, Ashabul. (2016). *Review of Applied Islamic Law, Implementation of the As-salam Agreement in E-commerce Transactions*, Journal of Islamic Legal Thought. UPI Padang .
- Gayo, Ahyar A. (2011). *The Position of the MUI Fatwa in Efforts to Encourage the Implementation of Sharia Economics*. Jakarta: Final Report of Legal Research of the National Legal Development Agency of the Republic of Indonesia Ministry of Law and Human Rights.
- As-Salam . (2014). *Legal Protection for Consumers in Buying and Selling Activities*, Al'Adl, Vol 5 no 12 .