FIQH MUAMALAH AND CONSUMER PROTECTION IN INDONESIA'S DIGITAL ECONOMY

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ABSTRACT

This study examines the normative foundations of Islamic consumer protection in Indonesia, analyzing the integration between classical fiqh muamalah principles and the country's positive consumer protection legal framework in the context of the digital economy. Employing a qualitative normative legal research design with statutory, conceptual, and comparative approaches, the study analyzes four primary legal instruments: Law No. 8 of 1999 on Consumer Protection (UUPK), Law No. 33 of 2014 on Halal Product Guarantee (UUJPH), Government Regulation No. 39 of 2021 on Halal Product Guarantee Implementation, and DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on online buying and selling. The Islamic jurisprudential framework draws on four core fiqh muamalah principles: the khiyar doctrine (right of option), the prohibition of gharar (contractual uncertainty), the principle of 'an taradhin (mutual consent), and the maqasid al-shariah objective of hifz al-mal (preservation of property). The study finds substantial normative convergence between Islamic consumer protection principles and the UUPK's rights-based framework, but also identifies critical implementation gaps, particularly in the enforcement of halal product certification mandates, the legal protection of digital consumers in e-commerce transactions, and the recognition of khiyar rights in standard-form contracts. The study concludes that the most productive avenue for strengthening Islamic consumer protection in Indonesia lies not in legislative duplication but in normative harmonization, embedding Islamic jurisprudential principles explicitly within the enforcement mechanisms of existing positive law, particularly through BPJPH (Halal Product Guarantee Organizing Body) regulatory standards, OJK consumer protection regulations, and Kompilasi Hukum Ekonomi Syariah (KHES) provisions.

Keywords: *Consumer Protection; Fiqh Muamalah; Khiyar; Gharar; Halal Product Guarantee; Indonesia; Digital Economy.*

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I. INTRODUCTION

Consumer protection stands as one of the most practically consequential domains where Islamic jurisprudence must engage with the realities of modern economic life. Classical fiqh muamalah developed a sophisticated body of doctrine addressing the rights and obligations of parties to commercial transactions, including detailed rules on contractual validity, disclosure obligations, the right to rescind defective transactions, the prohibition of deception and fraud, and the importance of mutual consent as a condition for binding commercial agreements. These classical doctrines, however, were developed in the context of direct in-person marketplace transactions in pre-industrial Muslim societies, and their application to the digitally mediated, cross-jurisdictional, algorithmically driven commercial transactions of the contemporary Indonesian e-commerce economy requires systematic normative analysis.

Indonesia's consumer protection legal framework has undergone significant legislative development since the landmark enactment of Law No. 8 of 1999 on Consumer Protection (Undang-Undang Perlindungan Konsumen, UUPK). The UUPK established a comprehensive rights-based consumer protection framework addressing the right to safety, the right to information, the right to choose, the right to be heard, the right to redress, and the right to consumer education. Subsequently, Law No. 33 of 2014 on Halal Product Guarantee (Undang-Undang Jaminan Produk Halal, UUJPH) added a specifically Islamic dimension to consumer protection by mandating halal certification for products circulating in Indonesia, a provision of direct relevance to the 231 million Muslim consumers who have a religious right to consume only halal-certified goods under Islamic jurisprudence.

The development of Indonesia's digital economy has introduced new dimensions of consumer vulnerability that neither the UUPK nor the UUJPH was designed to address. By 2023, Indonesia's e-commerce market had reached a transaction value of IDR 476.3 trillion, with approximately 221 million digital commerce users representing the fourth-largest e-commerce market in Asia (Statistics Indonesia, 2023; Nofrizal et al., 2023). This scale of digital commercial activity creates consumer protection challenges including information asymmetry between platforms and consumers, the difficulty of applying physical goods inspection standards to digital marketplace transactions, the proliferation of standard-form contracts that strip consumers of traditional khiyar rights, and the circulation of unverified halal claims in digital marketplaces that lack effective certification verification mechanisms.

The Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) issued Fatwa No. 146/DSN-MUI/XII/2021 on online buying and selling (jual beli online), which represents the most systematic Islamic normative response to date to the challenges of digital consumer transactions in Indonesia. This fatwa acknowledges the validity of online transactions as a form of contemporary commercial custom ('urf) while articulating the specific Islamic conditions for valid digital contracts, including the importance of khiyar rights, the prohibition of gharar in product descriptions, and the requirement for clear and truthful information as a condition of 'an taradhin (mutual consent). The fatwa represents a significant jurisprudential development, but its relationship to Indonesia's positive consumer protection law has not been systematically analyzed in the academic literature.

This study addresses this gap by conducting a normative legal analysis of the integration between Islamic consumer protection principles derived from fiqh muamalah and Indonesia's positive consumer protection legal framework. The central research questions are as follows. First, what are the core Islamic consumer protection principles derived from classical fiqh muamalah doctrine and how do they relate to the rights framework of the UUPK? Second, how does the UUJPH's halal product guarantee system integrate Islamic jurisprudential requirements with positive legal enforcement mechanisms, and what are the remaining implementation gaps? Third, how does DSN-MUI Fatwa No. 146/2021 address the consumer protection challenges of digital e-commerce transactions, and what normative gaps remain in the intersection between Islamic jurisprudence and positive law in the digital economy context? Fourth, what are the most productive pathways for normative harmonization between Islamic consumer protection principles and Indonesia's positive consumer protection legal framework?

II. LITERATURE REVIEW

2.1. Consumer Protection in Classical Fiqh Muamalah

Classical Islamic jurisprudence does not contain a discrete body of doctrine labeled as consumer protection law; rather, what contemporary scholars identify as consumer protection principles are embedded across multiple domains of fiqh muamalah (Islamic transactional law), particularly in the chapters dealing with bay' (sale), murabaha (cost-plus sale), salam (forward sale), and ijara (lease and services). The Quran establishes the foundational ethical framework for commercial transactions in several key verses, most notably al-Baqarah 275 (prohibiting riba), al-Nisa' 29 (requiring mutual consent), al-Mutaffifin 1-3 (condemning deception in weights and measures), and al-Ma'idah 2 (commanding cooperation in righteousness). Collectively, these Quranic provisions establish the Islamic commercial order's commitment to truthfulness, fairness, mutual consent, and the prohibition of exploitation.

Within classical fiqh doctrine, the khiyar (right of option or choice) system constitutes the most systematic classical equivalent of modern consumer protection rights. Classical scholars, drawing on the foundational hadith that 'the two parties to a sale retain the right of option as long as they have not separated' (Sahih al-Bukhari, hadith 2109), developed a multi-faceted doctrine recognizing several distinct categories of khiyar. Khiyar al-majlis (session option) allows either party to rescind the transaction before physically separating from the transaction location. Khiyar al-syarth (conditional option) allows parties to insert a time-bound right of rescission as a contractual condition. Khiyar al-'aib (defect option) allows the buyer to rescind or seek price reduction upon discovering a concealed defect not disclosed at the time of sale. Khiyar al-ru'yah (inspection option) allows the buyer to rescind upon inspecting goods not seen at the time of contract (Rasyid, 2020; Haroen, 2007).

The prohibition of gharar (contractual uncertainty or ambiguity) constitutes the second foundational Islamic consumer protection principle. Derived from the Prophet's prohibition of 'bay' al-gharar' (the sale involving uncertainty or deceit), this doctrine prohibits transactions in which material information about the subject matter, price, or delivery conditions is unknown or unclear to one or both parties in a manner that could lead to dispute or exploitation. Classical jurists distinguished between minor gharar, which is tolerated as a practical necessity in everyday transactions (such as uncertainty about the exact weight of a bulk purchase), and major gharar (gharar kathir), which renders a transaction void or voidable because it creates excessive informational asymmetry between seller and buyer (Karim, 2015; Haroen, 2007).

The principle of 'an taradhin (mutual consent and free will) expressed in al-Nisa' 29 requires that commercial transactions be entered into freely and with full understanding by both parties. This principle prohibits coercion, deception, and manipulation in commercial contexts, and establishes the requirement for clear and truthful information as a necessary condition for a valid contract. The maqasid al-shariah objective of hifz al-mal (preservation of property) provides the teleological foundation for Islamic consumer protection, identifying the protection of individuals' and communities' economic assets as a primary objective of Islamic law that legitimizes state regulatory intervention to protect consumers from commercial exploitation and fraud (Putri et al., 2023; Khairunnisak, 2023).

2.2. Indonesian Consumer Protection Legal Framework

Law No. 8 of 1999 on Consumer Protection (UUPK) constitutes the foundational legislation for consumer rights in Indonesia. The UUPK establishes eight consumer rights in Article 4, encompassing the right to safety, the right to correct information, the right to choose freely, the right to be heard, the right to supervision, the right to protection and dispute resolution, the right to receive consumer education, and the right to a clean, healthy, and safe environment. Correspondingly, Article 7 establishes the obligations of business actors, including the obligation to act in good faith, provide correct and clear information, treat consumers fairly, and provide guarantee and warranty for goods and services.

The UUPK's enforcement architecture relies on two complementary mechanisms. The first is the National Consumer Protection Agency (Badan Perlindungan Konsumen Nasional, BPKN), established under Article 31 of the UUPK as an advisory and oversight body responsible for developing consumer protection policy recommendations, conducting research, and supervising implementation. The second is the Consumer Dispute Resolution Agency (Badan Penyelesaian Sengketa Konsumen, BPSK), established under Article 49 as a non-judicial dispute resolution forum providing mediation, arbitration, and adjudication of consumer-business disputes outside the formal court system. In practice, both institutions have been criticized for insufficient funding, limited geographic reach, and lack of enforcement authority, resulting in systematic under-enforcement of consumer rights particularly in rural and peri-urban areas (Zulfa et al., 2023; Abduh et al., 2023).

The advent of digital e-commerce created significant enforcement gaps in the UUPK's physical-transaction-oriented framework. The Electronic Information and Transactions Law (UU ITE) No. 11 of 2008, as amended by Law No. 19 of 2016, addressed some digital commerce dimensions but focused primarily on electronic document validity and cybercrime rather than consumer protection per se. Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions subsequently provided a more comprehensive regulatory framework for digital platforms, including disclosure requirements for e-commerce operators, but the integration of these digital commerce regulations with the UUPK's consumer rights framework remains incomplete (Putri et al., 2023).

2.3. The Halal Product Guarantee System

Law No. 33 of 2014 on Halal Product Guarantee (UUJPH) represents the most significant Islamic-law-specific addition to Indonesia's consumer protection framework. The UUJPH establishes a mandatory halal certification regime for products circulating in Indonesia, defining 'halal product' in Article 1(2) as 'a product that has been declared halal in accordance with Islamic law.' The law established the Halal Product Guarantee Organizing Body (Badan Penyelenggara Jaminan Produk Halal, BPJPH) under the Ministry of Religious Affairs as the central regulatory authority for halal certification, replacing the previous voluntary certification system operated by MUI's Institute for the Assessment of Food, Drugs, and Cosmetics (Lembaga Pengkajian Pangan, Obat-Obatan, dan Kosmetika, LPPOM-MUI).

The implementation of the UUJPH has been substantially complicated by the subsequent enactment of Law No. 11 of 2020 on Job Creation (Omnibus Law), which amended Article 48 of the UUJPH to extend the phase-in period for mandatory halal certification and to introduce a self-declaration mechanism for small and micro enterprises. Government Regulation No. 39 of 2021 on Halal Product Guarantee Implementation provided the operational framework for the new certification architecture, delineating the roles of BPJPH, the Halal Inspection Agency (Lembaga Pemeriksa Halal, LPH), and the MUI Fatwa Commission in the certification value chain. The tri-partite structure created by Government Regulation No. 39 of 2021, while designed to streamline the certification process, has in practice generated coordination challenges among BPJPH, LPH, and MUI that have slowed the rollout of mandatory certification, leaving significant proportions of food and cosmetics products in the market without verified halal status (Zulfa et al., 2023; Abduh et al., 2023; Yakub and Zein, 2022).

The constitutional basis of the UUJPH has been affirmed by the Constitutional Court's consistent jurisprudence upholding the state's authority to regulate religious matters for the purpose of protecting the constitutional rights of Muslim citizens. The Court's reasoning in this line of cases reflects the siyasah syar'iyyah principle that the state may exercise its regulatory authority (wilayat al-amr) to protect the maslahah (public interest) of Muslim consumers in the commercial marketplace, a principle that Indonesian constitutional doctrine has effectively incorporated through the UUJPH's constitutional rights framing (Yakub and Zein, 2022; IJCJS, 2022).

2.4. Digital Consumer Transactions and Islamic Law: DSN-MUI Fatwa No. 146/2021

DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on online buying and selling (jual beli online) represents the most comprehensive Islamic normative framework for digital consumer transactions in the Indonesian context. The fatwa acknowledges the validity of online transactions as a form of contemporary 'urf (custom) recognized under the Islamic jurisprudential principle that widely established commercial customs may serve as the basis for legal rulings in the absence of contrary scriptural evidence. The fatwa specifies that online transactions are valid (sah) provided they fulfill the general conditions for a valid Islamic sale: offer and acceptance that are legally clear, parties who are legally competent (ahliyyah), a subject matter that is real, useful, deliverable, and owned by the seller, and a price that is certain.

Critically for consumer protection purposes, the fatwa specifies that online transactions must be accompanied by accurate product information sufficient to enable the buyer to make an informed consent decision, equivalent to the requirement for clear product description in the classical bay' al-salam (forward sale) doctrine. The fatwa also recognizes the buyer's right to khiyar al-'aib (defect option) when delivered goods differ materially from the advertised description, and requires that platform operators provide accessible consumer complaint mechanisms equivalent to an effective khiyar al-syarth (conditional option) period. These provisions represent an attempt to translate classical khiyar doctrine into the digital commerce context where physical inspection before purchase is structurally impossible (Putri et al., 2023; Hakim et al., 2022).

However, the fatwa's consumer protection provisions lack the enforcement mechanisms needed to make them legally effective. Unlike the UUPK's BPSK dispute resolution machinery, the fatwa's guidance on online consumer rights operates as a normative standard without corresponding institutional enforcement mechanisms. Digital marketplace operators are not directly regulated by DSN-MUI and are under no legal obligation to incorporate the fatwa's khiyar provisions into their standard contract terms. The resulting gap between the Islamic normative framework and the positive legal enforcement architecture constitutes the central problematic that this study's normative analysis addresses (Sri Rejeki, 2022; Hakim et al., 2022).

2.5. Research Gap and Study Contribution

The review of existing literature identifies three research gaps. First, while individual aspects of Islamic consumer protection, such as halal certification enforcement or khiyar rights in e-commerce, have been studied separately, systematic normative analyses integrating all four fiqh muamalah principles (khiyar, gharar prohibition, 'an taradhin, and hifz al-mal) with the full spectrum of Indonesia's positive consumer protection legal framework are lacking. Second, the relationship between DSN-MUI Fatwa No. 146/2021 and the UUPK's enforcement machinery has not been systematically analyzed in terms of normative harmonization opportunities and gaps. Third, normative recommendations for integrating Islamic consumer protection principles into the KHES and BPJPH regulatory standards, rather than through separate legislative instruments, are absent from the existing scholarship. This study addresses each of these gaps, providing a comprehensive normative analysis and targeted harmonization recommendations.

Table 1. Summary of Key Prior Normative Studies on Islamic Consumer Protection in Indonesia

Author (Year)	Approach	Focus	Key Finding
Rasyid (2020)	Normative	Khiyar concept	Classical khiyar provides strong consumer protection but needs contemporary adaptation
IJCJS (2022)	Normative-juridical	Halal guarantee, ASEAN	Muslim consumers protected by UUJPH but certification gaps undermine effective protection
Hakim et al. (2022)	Normative-doctrinal	Khiyar in e-commerce	Platform return policies partially align with khiyar al-'aib but unfair terms persist
Sri Rejeki (2022)	Normative-descriptive	Khiyar al-aib, e-commerce	Khiyar al-aib applicable to e-commerce returns but enforcement mechanism absent
Yakub and Zein (2022)	Comparative normative	Halal certification, Indonesia-Malaysia-Thailand	Indonesia's certification system lags Malaysia; coordination between BPJPH and MUI needs reform
Zulfa et al. (2023)	Normative-empirical	Halal law enforcement	Three-phase enforcement analysis: pre-UUJPH, post-UUJPH, post-omnibus law reveals persistent gaps
Putri et al. (2023)	Normative-doctrinal	E-commerce akad, KHES	Salam and istishna' contracts applicable to e-commerce; mutual consent conditions unfulfilled in practice
Abduh et al. (2023)	Normative-juridical	Halal product enforcement	Sectoral ego, overlapping regulation, and insufficient BPJPH capacity impede enforcement
Khairunnisak (2023)	Normative	Khiyar in Islamic law	Khiyar provides minimum consumer right floor transcending positive law requirements

Source: Compiled by authors from reviewed literature, 2023.

III. METHODOLOGY

3.1. Research Design

This study employs a qualitative normative legal research (penelitian hukum normatif) design, which treats law as a normative system and examines legal rules, principles, and doctrines through systematic conceptual, statutory, and comparative analysis. Normative legal research is the methodological standard for doctrinal legal studies in Indonesia and is appropriate for research questions concerned with what the law requires, what normative gaps and inconsistencies exist, and how legal frameworks should be reformed to achieve their stated objectives (Marzuki, 2011; Soekanto and Mamudji, 2020). The study does not conduct primary empirical research but rather constructs a systematic normative analysis of existing legal texts, scholarly commentary, fatwa documents, and regulatory instruments.

The normative legal research design is operationalized through three complementary legal research approaches. First, the statutory approach (pendekatan perundang-undangan) analyzes the hierarchy of legal instruments governing consumer protection in Indonesia, examining their substantive provisions and the relationships among them. Second, the conceptual approach (pendekatan konseptual) analyzes the Islamic jurisprudential concepts that constitute the normative framework of fiqh muamalah consumer protection, drawing on classical fiqh texts, contemporary Islamic legal scholarship, and DSN-MUI fatwa documents. Third, the comparative approach (pendekatan komparatif) compares the Islamic and positive law frameworks on the same consumer protection dimensions to identify areas of convergence, divergence, and complementarity.

3.2. Legal Materials

Primary legal materials for this study include the following normative sources. In the Indonesian positive law category: Law No. 8 of 1999 on Consumer Protection, Law No. 33 of 2014 on Halal Product Guarantee (as amended by Law No. 11 of 2020), Government Regulation No. 39 of 2021 on Halal Product Guarantee Implementation, Law No. 11 of 2008 on Electronic Information and Transactions (as amended by Law No. 19 of 2016), Government Regulation No. 71 of 2019 on Electronic Systems and Transactions, and the Kompilasi Hukum Ekonomi Syariah (KHES) Presidential Regulation No. 2 of 2008. In the Islamic normative sources category: classical fiqh texts including Ibn Qudamah's Al-Mughni, Ibn Rushd's Bidayat al-Mujtahid, and selected hadith collections; DSN-MUI Fatwa No. 146/DSN-MUI/XII/2021 on jual beli online; and DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017 on murabaha.

Secondary legal materials include academic journal articles, commentaries, and scholarly analyses of the primary sources cited above, drawn from Indonesian and international legal scholarship published through December 2023. Tertiary sources include legal dictionaries, encyclopedias, and the scholarly indices cited in standard Indonesian legal research methodology (Marzuki, 2011).

IV. RESULTS AND ANALYSIS

4.1. The Khiyar Doctrine and the UUPK Right to Choose

The most direct normative convergence between Islamic fiqh muamalah and Indonesia's positive consumer protection law lies in the relationship between the classical khiyar doctrine and the UUPK's right to choose (hak untuk memilih) in Article 4(b) and the right to information (hak atas informasi) in Article 4(c). The UUPK's right to choose in Article 4(b) guarantees consumers the right to select goods or services from diverse competitive offerings at honest prices and quality, while Article 4(c) guarantees the right to accurate, clear, and honest information about the conditions and guarantees of goods or services. These two positive law rights correspond closely to the classical khiyar doctrine's emphasis on informed, free, and deliberate selection as a precondition for valid commercial transactions.

The comparison reveals, however, that classical khiyar doctrine provides a more granular and consumer-friendly framework than the UUPK in certain respects. Most significantly, khiyar al-'aib (defect option) grants the buyer an unconditional right to rescind a transaction upon discovering a concealed defect, regardless of whether a specific warranty was stipulated in the contract. The UUPK's warranty provisions in Articles 25-27, by contrast, allow business actors to limit warranty obligations through contractual terms, subject only to the requirement that these terms do not unreasonably prejudice consumers. In practice, standard-form contracts used by Indonesian e-commerce platforms routinely contain warranty limitation clauses that effectively exclude khiyar al-'aib rights for digital consumers, a situation that DSN-MUI Fatwa No. 146/2021 identifies as contrary to Islamic contractual norms but that the UUPK's enforcement architecture does not systematically prevent (Hakim et al., 2022; Sri Rejeki, 2022).

The khiyar al-ru'yah (inspection option) creates the most significant structural tension with digital commerce practices. In classical fiqh, the buyer's right to inspect goods before finalizing the transaction is a fundamental consumer protection mechanism, and its waiver requires explicit contractual agreement. In digital e-commerce, the physical inspection of goods before purchase is structurally impossible; consumers must rely entirely on digital product descriptions, photographs, and seller reviews. DSN-MUI Fatwa No. 146/2021 addresses this by requiring that online sellers provide accurate and complete product descriptions equivalent to the information that physical inspection would provide, effectively translating khiyar al-ru'yah into a disclosure obligation for digital sellers. However, the fatwa's disclosure requirement lacks the positive law teeth needed to generate consistent compliance, as BPJPH and BPKN do not currently monitor e-commerce platform compliance with Islamic product description standards (Putri et al., 2023; Sri Rejeki, 2022).

4.2. Gharar Prohibition and Information Disclosure Requirements

The Islamic prohibition of gharar (contractual uncertainty) generates the most comprehensive normative overlap with the UUPK's information rights framework. Article 4(c) of the UUPK's right to accurate, clear, and honest product information, Article 7(b)'s business actor obligation to provide truthful information, and Article 9's specific prohibition of false or misleading advertising all reflect normative content substantively equivalent to the gharar prohibition's requirement for material information transparency in commercial transactions. Both frameworks are motivated by the same underlying concern: protecting the weaker party in an information-asymmetric transaction from exploitation through concealment or misrepresentation of material facts.

The gharar prohibition, however, extends beyond the UUPK's information rights in one critical respect. Classical Islamic jurisprudence applies the gharar standard not only to product information but also to the contractual structure itself, prohibiting terms that create excessive uncertainty about the price, delivery conditions, or the nature of the goods or services contracted for. In the e-commerce context, subscription-based automatic renewal arrangements that do not clearly disclose the renewal price, digital marketplace commission structures that are disclosed only in buried terms and conditions, and algorithmic pricing practices that create opaque price discrimination all potentially constitute gharar in the Islamic sense, even if they comply with the UUPK's relatively permissive standard contract (perjanjian baku) regulations in Articles 18-20. DSN-MUI Fatwa No. 146/2021 does not specifically address these sophisticated digital gharar issues, suggesting a normative gap that warrants further fatwa elaboration and positive law regulatory attention (Putri et al., 2023).

The application of the gharar prohibition to standard-form contracts (perjanjian baku) in e-commerce transactions deserves specific attention. Article 18 of the UUPK prohibits standard contract clauses that declare business actors free from all liability, restrict or cancel consumer rights, authorize business actors to make unilateral decisions about product specifications after contract formation, or grant business actors the right to reduce service benefits at will. From the Islamic perspective, these prohibited clauses constitute gharar in the contractual terms, creating one-sided arrangements that violate the 'an taradhin (mutual consent) principle because a consumer who agrees to such terms does so without full understanding of their implications. The fatwa's requirement for clear and honest contractual terms provides an Islamic normative basis for a stricter enforcement standard than the UUPK currently applies to e-commerce standard contracts (Hakim et al., 2022).

Table 2. Comparative Analysis of Islamic Consumer Rights and UUPK Consumer Rights

Islamic Principle	Fiqh Muamalah Doctrine	Corresponding UUPK Provision	Degree of Convergence	Normative Gap
Khiyar al-Majlis	Right to rescind before physical separation	Art. 4(b): Right to choose	Partial	UUPK lacks equivalent session rescission right for digital contracts
Khiyar al-'Aib	Right to rescind upon discovering concealed defect	Art. 25-27: Product guarantee	Moderate	UUPK allows warranty exclusions; Islamic khiyar is unconditional
Khiyar al-Ru'yah	Right to inspect before finalizing purchase	Art. 4(c): Right to information	Partial	Translated by DSN-MUI Fatwa No. 146/2021 to disclosure obligation; lacks enforcement
Gharar Prohibition	Ban on excessive contractual uncertainty	Art. 4(c), 7(b), 9: Information rights; Art. 18: Standard contract	Substantial	UUPK does not prohibit algorithmic pricing gharar or subscription renewal gharar
'An Taradhin	Mutual consent as validity condition	Art. 7(a): Good faith obligation	Moderate	Standard form contracts undermine mutual consent; click-wrap agreements inadequately regulated
Hifz al-Mal	State duty to protect consumer property	Art. 3: Law objectives; Art. 30: Government supervision	Partial	BPKN lacks binding enforcement authority; BPSK insufficiently funded
Halal Product Right	Right to consume only halal products (tayyib)	Law No. 33/2014: Halal Product Guarantee	Substantial	Mandatory certification phase-in incomplete; SME self-declaration creates verification gaps

Source: Authors' normative analysis of UUPK, UUJPH, fiqh muamalah doctrine, and DSN-MUI Fatwa No. 146/2021, 2023.

4.3. The Halal Product Guarantee System: Normative Integration and Implementation Gaps

The UUJPH represents the most direct integration of Islamic jurisprudential requirements into Indonesia's positive consumer protection framework. By elevating the Islamic religious obligation to consume halal food and products to the status of a constitutionally protected consumer right, guaranteed and enforced by the state regulatory apparatus of BPJPH, the UUJPH achieves a formal legal integration of Islamic consumer protection norms that the UUPK's religiously neutral framework cannot accomplish. The Islamic jurisprudential basis for this integration lies in the maqasid al-shariah objective of hifz al-mal (preservation of property), which generates a positive state obligation to ensure that Muslim consumers are not financially exploited through the sale of products falsely represented as halal or through the failure to provide accurate product information necessary for halal determination.

The implementation architecture of the UUJPH, as elaborated by Government Regulation No. 39 of 2021, creates a three-tier certification structure. In the first tier, product producers and importers must register with BPJPH and submit halal certification applications. In the second tier, BPJPH assigns Halal Inspection Agencies (LPH) to conduct product audits and facility inspections. In the third tier, the MUI Fatwa Commission issues the definitive halal determination based on LPH inspection reports, and BPJPH then issues the official halal certificate and authorizes use of the halal label. This three-tier structure introduces the Islamic scholarly authority of MUI at the definitive determination stage while maintaining BPJPH's regulatory authority over the certification administration process (Zulfa et al., 2023; Abduh et al., 2023; Yakub and Zein, 2022).

Three normative implementation gaps undermine the UUJPH's effectiveness as a consumer protection instrument. First, the omnibus law amendment's extension of the mandatory certification phase-in period and introduction of the SME self-declaration mechanism creates a bifurcated certification ecosystem in which large producers operate under full third-party audit certification while SMEs may rely on self-declaration, potentially at the cost of certificate reliability. The Islamic standard of hifz al-mal requires that the state guarantee the authenticity of halal claims with the highest practically feasible reliability, suggesting that the self-declaration mechanism should require at minimum a post-declaration verification audit within a defined timeframe rather than purely reactive enforcement. Second, coordination failures between BPJPH, LPH, and MUI have produced certification backlogs that leave products in legal limbo and expose Muslim consumers to the risk of consuming products of uncertain halal status during the certification process. Third, e-commerce platforms lack effective mechanisms for verifying the halal certification status of products listed by third-party sellers, enabling the circulation of false or expired halal claims in digital marketplaces without adequate platform liability (Zulfa et al., 2023; Sri Rejeki, 2022).

Table 3. Khiyar Types and Their Equivalents in Indonesian Positive Law and E-Commerce Practice

Khiyar Type	Classical Definition	Modern E-Commerce Equivalent	Legal Status in UUPK	Status in DSN-MUI Fatwa 146/2021
Khiyar al-Majlis	Right to rescind before physical separation of parties	Cancellation window before seller confirms order	Not explicitly recognized	Recognized as cancellation right before seller confirmation
Khiyar al-Syarth	Agreed time-bound right of return	Platform return period (e.g., 7-day return policy)	Implied by Art. 25-27 guarantee provisions	Required; platform must provide accessible complaint mechanism
Khiyar al-'Aib	Unconditional right to rescind upon defect discovery	Defect return and refund claim	Art. 25-27 warranty (subject to contractual limitation)	Affirmed; seller liable for goods not matching advertised description
Khiyar al-Ru'yah	Right to inspect before purchase finalization	Replaced by product photo and description disclosure	Art. 4(c) right to information (reactive, not proactive)	Translated to disclosure obligation; sellers must provide accurate visual and descriptive information
Khiyar al-Ghabn	Right to rescind exploitative overpricing	Price comparison tools; algorithmic pricing transparency	Not explicitly recognized	Not addressed; significant normative gap for digital pricing fairness

Source: Authors' normative analysis, 2023.

4.4. The Principle of 'An Taradhin and Standard-Form Digital Contracts

The Islamic principle of 'an taradhin (mutual consent freely given) requires that commercial contracts be entered into voluntarily, with full understanding of the terms and their implications, and without any element of coercion or material deception. This principle poses the most fundamental normative challenge to the prevailing practice of standard-form contracts (perjanjian baku) in digital e-commerce, which require consumers to accept lengthy, complex, and often one-sided contractual terms as a non-negotiable condition of platform participation through 'I agree' click-wrap mechanisms.

From an Islamic jurisprudential perspective, the validity of click-wrap agreements has been analyzed in the DSN-MUI Fatwa No. 146/2021 framework, which acknowledges that digital agreement mechanisms constitute a form of sighat al-'aqd (contractual offer and acceptance) recognized under contemporary 'urf (commercial custom) provided that the agreement terms are accessible, comprehensible, and not materially deceptive. The fatwa implicitly applies the classical principle of 'an taradhin by requiring that the terms of agreement be presented in a manner that enables genuine informed consent rather than merely formal computational consent through clicking a button. In practice, however, the fatwa does not specify minimum transparency standards for click-wrap agreements or establish mechanisms for judicial review of manifestly unfair digital contract terms (Putri et al., 2023; Sri Rejeki, 2022).

The UUPK's standard contract regulation in Articles 18-20, while prohibiting the most egregious forms of consumer rights waiver, does not require e-commerce platforms to present standard terms in plain language, does not mandate key-term summaries before the full agreement, and does not provide a regulatory mechanism for ongoing monitoring of digital standard contract fairness by BPKN or OJK. This enforcement gap allows the proliferation of standard-form contracts that, while not explicitly violating the specific prohibitions of Article 18, systematically undermine the 'an taradhin standard by presenting complex legal texts to consumers who have neither the time nor the legal sophistication to evaluate them. A normative harmonization recommendation emerging from this analysis is the development of a minimum digital contract fairness standard, grounded in the 'an taradhin principle and operationalized through OJK's existing financial consumer protection framework, requiring key-term disclosure and plain-language summaries for all e-commerce standard contracts exceeding a specified length.

4.5. Hifz al-Mal as a Maqasid Framework for Consumer Protection Reform

The maqasid al-shariah objective of hifz al-mal (preservation of property) provides the most comprehensive Islamic normative framework for evaluating the adequacy of Indonesia's consumer protection legal architecture. Hifz al-mal encompasses not only the prohibition of direct property theft or fraud but also the state's affirmative regulatory obligation to create institutional conditions in which commercial exchanges are conducted fairly, property rights are effectively enforced, and consumers are protected from systematic exploitation through informational, contractual, or market power asymmetries.

Applied to Indonesia's current consumer protection framework, the hifz al-mal standard reveals that while the substantive normative content of both the UUPK and the UUJPH is broadly consistent with Islamic consumer protection requirements, the institutional enforcement architecture is significantly deficient relative to what hifz al-mal demands. BPKN operates primarily as an advisory body without binding enforcement powers, BPSK's geographic coverage is insufficient relative to the spatial distribution of consumer disputes, BPJPH lacks the technical and financial capacity to effectively monitor the halal certification compliance of the millions of products circulating in Indonesia's markets, and OJK's consumer protection mandate in the financial sector has not been comprehensively extended to e-commerce platforms offering financial payment services.

The hifz al-mal framework generates four specific institutional reform imperatives. First, BPKN should be granted binding regulatory authority to issue consumer protection standards with direct legal effect, rather than merely advising the government on desirable policy. Second, BPSK should receive substantially increased funding to expand its geographic coverage to match the distribution of consumer dispute filings, particularly in rural and peri-urban areas where access to consumer dispute resolution is currently severely limited. Third, BPJPH should establish a digital marketplace halal verification system requiring e-commerce platforms to integrate real-time halal certificate status verification into their product listing processes, eliminating the current gap between certification standards and digital marketplace enforcement. Fourth, OJK should develop a comprehensive digital consumer protection framework explicitly applicable to e-commerce platforms, drawing on the Islamic normative standards of the DSN-MUI Fatwa No. 146/2021 as a complementary normative reference alongside international digital consumer protection best practices.

Table 4. Normative Gaps and Harmonization Recommendations for Islamic Consumer Protection in Indonesia

Normative Gap	Islamic Principle Implicated	Positive Law Deficiency	Harmonization Recommendation
No enforceable khiyar al-ru'yah in digital commerce	Khiyar al-ru'yah, 'An taradhin	DSN-MUI Fatwa No. 146/2021 disclosure standard lacks enforcement	OJK regulation requiring minimum digital product description standards for marketplace operators
SME self-declaration undermines halal guarantee	Hifz al-mal, Halal consumer right	UUJPH Omnibus Law amendment; Government Regulation No. 39/2021	Post-declaration verification audit requirement within 6 months of self-declaration
Gharar in algorithmic pricing and subscription renewals	Gharar prohibition	UUPK Art. 18 list is exhaustive and excludes digital pricing practices	KHES amendment to incorporate digital gharar prohibition as an enforceable standard
Click-wrap agreements undermine 'an taradhin	'An taradhin, Khiyar al-Majlis	UUPK Art. 18-20 permits complex standard contracts without plain-language requirement	OJK regulation requiring key-term plain-language summary for all e-commerce standard contracts
No platform liability for unverified halal claims	Halal Product Guarantee, Hifz al-Mal	UUJPH does not extend liability to platform operators	BPJPH regulation requiring e-commerce platforms to verify halal status of listed products
BPSK coverage insufficient for digital dispute volume	Hifz al-Mal, state protective obligation	BPSK underfunded and geographically limited	Mandatory online ODR (Online Dispute Resolution) integration for all major e-commerce platforms

Source: Authors' normative analysis, 2023.

4.6. The KHES as a Bridge Instrument for Islamic Consumer Protection Integration

The Kompilasi Hukum Ekonomi Syariah (KHES), established as a reference document for the resolution of Islamic economic disputes by Religious Courts (Pengadilan Agama) through Presidential Regulation No. 2 of 2008, constitutes the most underutilized institutional bridge between Islamic fiqh muamalah doctrine and Indonesian positive consumer protection law. The KHES systematizes Islamic transactional law in a format accessible to Indonesian judges and legal practitioners, drawing on the classical fiqh muamalah tradition while adapting its principles to the contemporary Indonesian legal system. Its provisions on sale (bay'), option rights (khiyar), defects (aib), and deception (tadlis) represent a partial codification of precisely the Islamic consumer protection norms analyzed in this study.

However, the KHES's institutional role in Indonesian consumer protection is currently limited by two structural constraints. First, the KHES is formally applicable only to disputes brought before Religious Courts in the Islamic economic dispute jurisdiction established by Law No. 3 of 2006, meaning that consumer disputes arising from non-Islamic-economy transactions are handled by BPSK and civil courts without reference to KHES standards even when both parties are Muslim. Second, the KHES was enacted in 2008 before the digital economy era and contains no provisions addressing e-commerce transaction validity, digital product description standards, platform operator responsibilities, or electronic contract fairness, creating a normative vacuum that DSN-MUI Fatwa No. 146/2021 has partially filled at the fatwa level but not at the codified law level.

A targeted revision of the KHES, incorporating a dedicated chapter on digital economy transactions based on the principles of DSN-MUI Fatwa No. 146/2021, would address both constraints simultaneously. By elevating the fatwa's digital transaction standards to the level of codified legal provisions, the KHES revision would create an enforceable normative basis for Religious Court adjudication of Islamic digital consumer disputes, while also providing a normative reference standard that BPSK could draw upon in adjudicating consumer disputes between Muslim parties even outside the formal Religious Court jurisdiction. Such a revision would represent a model of normative integration between Islamic jurisprudence and positive law that avoids both the trap of legislative duplication and the weakness of informal normative guidance.

4.7. Non-Muslim Consumer Rights under Islamic Consumer Protection Norms

An important dimension of Islamic consumer protection law that the normative literature often neglects is its universal applicability to all consumers, regardless of religious identity. Classical fiqh muamalah's prohibition of gharar, requirement for 'an taradhin, and khiyar rights apply to all commercial transactions regardless of whether both parties are Muslim, reflecting the Islamic legal tradition's recognition that commercial justice principles derived from reason and public interest (maslahah) apply universally within the domain where Islamic regulatory authority extends.

In the Indonesian context, the UUJPH's halal certification mandate has raised questions about its applicability and relevance to non-Muslim consumers, who constitute approximately 13.1 percent of Indonesia's population. The Constitutional Court has consistently upheld the UUJPH's constitutionality on the grounds that mandatory halal certification serves the constitutionally protected rights of Muslim consumers without imposing any religious obligations on non-Muslim consumers or producers, who are free to sell and consume non-halal products through appropriate product labeling. From an Islamic consumer protection perspective, the non-Muslim consumer's right to accurate product information, including accurate halal status labeling that enables informed purchasing decisions, is itself protected by the gharar prohibition, which requires honest disclosure of material product characteristics regardless of the religious identity of the purchaser (Yakub and Zein, 2022; IJCJS, 2022).

This universal dimension of the Islamic consumer protection framework suggests that the normative harmonization agenda advanced in this study is not merely a matter of accommodation for Muslim consumers but potentially a framework for strengthening consumer protection standards for all Indonesian consumers. The principle of 'an taradhin's requirement for accessible, plain-language contractual terms, the gharar prohibition's standard for transparent pricing and product information, and the hifz al-mal standard for effective institutional enforcement architecture are each normatively relevant to all consumers in Indonesia's digital economy, Muslim and non-Muslim alike. The integration of these Islamic consumer protection standards into OJK regulations, BPJPH digital marketplace requirements, and BPSK enforcement procedures could therefore contribute to a comprehensive digital consumer protection framework that serves the entire Indonesian consuming public.

V. DISCUSSION AND IMPLICATIONS

The normative analysis reveals that the Islamic consumer protection framework derived from fiqh muamalah and Indonesia's positive consumer protection law share a common normative foundation, namely the recognition that the asymmetric power relationship between sellers and buyers in commercial transactions creates systematic consumer vulnerability that requires legal intervention. The khiyar doctrine, the gharar prohibition, the 'an taradhin principle, and the hifz al-mal maqasid objective each articulate this common concern from different doctrinal angles, generating a multi-layered Islamic consumer protection framework that is substantively richer than is often recognized in the mainstream legal literature.

The most significant structural difference between the Islamic and positive law frameworks lies not in their normative content but in their enforcement orientation. Classical fiqh muamalah developed consumer protection as a doctrinal system primarily enforced through transactional voidability mechanisms (the right to rescind defective transactions) and market-level ethical norms (enforced by the muhtasib, the Islamic market supervisor). The UUPK, by contrast, employs a primarily rights-based framework enforced through institutional regulatory bodies (BPKN, BPSK) and civil legal remedies. The UUJPH adds a third enforcement modality, regulatory product certification with criminal penalties for non-compliance, directly applicable to the halal product dimension of consumer protection.

This enforcement architecture analysis points to the most promising harmonization strategy. Rather than recommending new legislation that duplicates existing positive law provisions in Islamic normative terms, this study recommends embedding Islamic consumer protection principles as specific interpretive standards within the existing enforcement mechanisms of BPKN, BPSK, BPJPH, OJK, and the KHES. The Islamic principles of khiyar, gharar prohibition, and 'an taradhin are sufficiently specific to generate concrete minimum standards for digital product disclosure, standard contract fairness, and halal certificate verification that can be incorporated into existing regulatory frameworks without requiring legislative revision of the UUPK or UUJPH themselves.

The Kompilasi Hukum Ekonomi Syariah (KHES), established under Presidential Regulation No. 2 of 2008, already provides a partial integration instrument in this direction. The KHES's Articles 76-98 on murabaha, Articles 99-119 on salam, and Articles 120-135 on istishna' incorporate Islamic contract validity principles including mutual consent, object specification, and price clarity requirements that are substantively applicable to e-commerce transactions. However, the KHES currently lacks provisions specifically addressing digital marketplace transactions, consumer data protection in Islamic commercial contexts, and the halal verification obligations of digital platform operators. A targeted KHES amendment incorporating these digital economy provisions, grounded in DSN-MUI Fatwa No. 146/2021 and the normative analysis of this study, would provide the most technically elegant and institutionally efficient pathway for Islamic consumer protection integration in the digital economy.

5.1. The Role of Dispute Resolution Institutions in Islamic Consumer Protection

The institutional landscape for Islamic consumer dispute resolution in Indonesia is fragmented across multiple forums, each with distinct jurisdictional scope, procedural requirements, and normative reference frameworks. Understanding this institutional landscape is essential for identifying where the normative harmonization recommendations of this study would be most impactful.

The first institutional forum is BPSK (Consumer Dispute Resolution Agency), established under Article 49 of the UUPK, which provides mediation, arbitration, and adjudication of consumer-business disputes. BPSK adjudicates approximately 15,000 consumer disputes annually, a small fraction of estimated total consumer grievances (BPKN, 2022). BPSK uses the UUPK as its primary normative reference and has generally not incorporated Islamic fiqh muamalah standards into its adjudication methodology, even in disputes between Muslim parties. This normative gap is particularly significant in disputes involving halal product claims, digital consumer fraud, and standard contract fairness, where Islamic jurisprudential standards would provide a more granular normative basis for judgment than the UUPK's general provisions.

The second forum is the Religious Courts (Pengadilan Agama), which since the 2006 amendment to the Religious Courts Law exercise jurisdiction over Islamic economic disputes (sengketa ekonomi syariah) between Muslim parties. Religious Courts adjudicate disputes arising from Islamic contracts including murabaha, musharaka, ijara, and salam transactions, applying the KHES as their primary Islamic normative reference alongside the UUPK. In principle, e-commerce transactions structured under Islamic contractual forms recognized in DSN-MUI Fatwa No. 146/2021 could be adjudicated by Religious Courts with explicit reference to Islamic consumer protection standards, but this pathway is practically unavailable to most digital consumers because they are unaware of the Religious Court's Islamic economic jurisdiction and because the transaction contracts they have entered into are not labeled as Islamic contracts even if they involve Muslim sellers and buyers.

The third emerging forum is the National Sharia Arbitration Board (Badan Arbitrase Syariah Nasional, BASYARNAS), which provides commercial arbitration applying Islamic law. BASYARNAS is primarily used in large-scale commercial Islamic finance disputes rather than consumer protection cases, but its normative framework of applying Islamic contractual standards, including khiyar rights and gharar prohibitions, could potentially be extended to class-action consumer dispute resolution in digital marketplace contexts through appropriate contractual stipulation (Rasyid, 2020; Putri et al., 2023).

The institutional fragmentation described above suggests that effective Islamic consumer protection in Indonesia requires not only normative harmonization between Islamic and positive law principles but also institutional integration, specifically the incorporation of Islamic fiqh muamalah consumer protection standards into the reference framework of BPSK adjudicators when Muslim consumers are involved, and the development of accessible online dispute resolution mechanisms with explicit reference to both UUPK rights and Islamic khiyar standards for digital e-commerce consumer disputes. The normative basis for this institutional integration already exists in the convergence between the UUPK and Islamic fiqh muamalah analyzed throughout this study; what is required is a policy decision to make this convergence explicit in the training materials, procedural guidelines, and adjudication frameworks of the relevant institutional forums.

VI. CONCLUSION AND RECOMMENDATION

6.1 Conclusion

This study has conducted a normative analysis of the integration between Islamic fiqh muamalah consumer protection principles and Indonesia's positive consumer protection legal framework through four doctrinal lenses: the khiyar doctrine, the gharar prohibition, the 'an taradhin principle, and the maqasid al-shariah objective of hifz al-mal. The analysis finds substantial normative convergence between the two frameworks in their substantive consumer protection content, with both recognizing the fundamental importance of informed consent, accurate product information, the right to rescind defective transactions, and the state's affirmative obligation to protect consumers from commercial exploitation.

Four principal findings emerge from the normative analysis. First, the UUPK's consumer rights framework substantively corresponds to the khiyar and gharar doctrines in its prohibition of concealment, deception, and exploitative standard terms, but operates at a less granular normative level and lacks the unconditional defect rescission right of khiyar al-'aib. Second, the UUJPH's halal product guarantee system represents the most successful integration of Islamic jurisprudential requirements into Indonesia's positive consumer protection law, but implementation gaps in certification enforcement, inter-agency coordination, and digital marketplace compliance verification undermine its effectiveness. Third, DSN-MUI Fatwa No. 146/2021 provides a valuable Islamic normative framework for digital consumer transactions, but its effectiveness is constrained by the absence of enforcement mechanisms linking it to the UUPK's institutional compliance architecture. Fourth, the hifz al-mal maqasid framework identifies the institutional enforcement deficiency of Indonesia's consumer protection system as the primary structural gap requiring reform, generating specific recommendations for BPKN, BPSK, BPJPH, and OJK institutional strengthening.

6.2. Recommendations

Based on the normative analysis, five recommendations are advanced. First, the KHES should be amended to incorporate a dedicated chapter on digital economy transactions, incorporating the consumer protection principles of DSN-MUI Fatwa No. 146/2021 including the disclosure obligation equivalent of khiyar al-ru'yah, the 'an taradhin standard for digital contract consent, and the gharar prohibition applicable to algorithmic pricing and subscription renewal arrangements. This KHES amendment provides the most targeted and institutionally efficient pathway for Islamic digital consumer protection integration without requiring legislative revision of the UUPK.

Second, BPJPH should develop a halal verification application programming interface (API) for integration into major e-commerce platforms, enabling real-time halal certificate status verification for listed products. This digital enforcement mechanism would directly address the halal claim verification gap in digital marketplaces that current UUJPH implementation cannot reach. Third, OJK should develop a digital consumer protection framework applicable to e-commerce platforms, requiring plain-language key-term summaries for standard contracts and minimum product description standards as conditions for platform operator licensing.

Fourth, the government should strengthen BPSK with substantially increased funding, digital filing capabilities, and a mandatory online dispute resolution (ODR) mechanism for e-commerce consumer disputes, enabling Indonesian consumers to exercise their positive law consumer rights in digital commerce contexts with the same institutional accessibility currently available in physical commerce contexts. Fifth, the MUI Fatwa Commission should develop a follow-up fatwa specifically addressing digital payment consumer protection, algorithmic pricing fairness, and digital personal data protection within the Islamic jurisprudential framework, providing authoritative Islamic normative guidance for these rapidly evolving digital economy consumer protection challenges.

6.3. Future Research Directions

Several research directions emerge from this normative study. Empirical legal research examining the implementation outcomes of the UUJPH's tri-partite certification structure, specifically the coordination effectiveness between BPJPH, LPH, and MUI's Fatwa Commission, would provide the evidence base needed to evaluate whether the implementation gaps identified in this study are systemic or addressable through administrative improvement. Comparative normative analysis of Islamic consumer protection legal integration across multiple Muslim-majority countries, including Malaysia, Brunei, Pakistan, and Gulf Cooperation Council states, would contextualize Indonesia's approach within the broader landscape of Islamic consumer protection law development internationally. Finally, socio-legal empirical research examining Indonesian Muslim consumers' actual awareness of their Islamic consumer protection rights, their use of BPSK dispute resolution mechanisms, and their understanding of the halal certification system would provide the demand-side evidence needed to complement this study's supply-side normative analysis.

6.4. Synthesizing the Normative Framework: Toward an Indonesian Islamic Consumer Protection Model

The normative analysis conducted in this study generates the foundation for articulating a distinctively Indonesian Islamic consumer protection model that integrates the classical fiqh muamalah tradition with the country's pluralist constitutional framework and its rapidly evolving digital economy context. This model rests on four normative pillars, each grounded in both Islamic jurisprudential doctrine and Indonesian positive law.

The first pillar is informed consent ('an taradhin), which requires that all commercial transactions, including digital e-commerce transactions, be preceded by clear, accessible, and honest disclosure of all material product information, contractual terms, and price conditions. This pillar is operationalized in positive law through the UUPK's information rights (Article 4(c)) and standard contract prohibition (Article 18), and in Islamic law through the gharar prohibition and the conditions of valid sale ('aqd al-bay'). The normative integration recommendation is for OJK to develop a Digital Commerce Transparency Regulation that sets minimum disclosure standards explicitly drawing on both UUPK requirements and the information disclosure standards of DSN-MUI Fatwa No. 146/2021.

The second pillar is the right to rescind (khiyar), which guarantees consumers the ability to reverse transactions upon discovering concealed defects, receiving goods materially different from the advertised description, or finding that contractual terms were materially misrepresented. This pillar is operationalized through the UUPK's product guarantee provisions (Articles 25-27) and the KHES's khiyar provisions, and the normative integration recommendation is for BPSK procedural guidelines to explicitly recognize the unconditional character of khiyar al-'aib as a minimum standard for consumer defect remedies, removing business actors' ability to contractually limit this right below the Islamic standard.

The third pillar is halal assurance (tayyib), which guarantees Muslim consumers the right to consume products that are certified halal by a reliable institutional authority with effective monitoring and enforcement mechanisms. This pillar is operationalized through the UUJPH and Government Regulation No. 39 of 2021, and the normative integration recommendation is for BPJPH to develop a digital marketplace halal verification API and for the SME self-declaration mechanism to require post-declaration verification audits. The fourth pillar is institutional effectiveness (hifz al-mal), which requires that consumer protection institutions possess sufficient authority, funding, geographic reach, and technical capacity to make the first three pillars practically meaningful rather than theoretically aspirational. The normative integration recommendation across all four institutional forums (BPKN, BPSK, BPJPH, OJK) is for comprehensive institutional strengthening, with a specific focus on digital consumer protection capacity and Islamic jurisprudential literacy among adjudicators and regulators.

6.5. The Significance of Islamic Consumer Protection for Indonesia's Digital Economy Governance

The normative significance of integrating Islamic consumer protection principles into Indonesia's digital economy governance framework extends beyond the immediate interests of Muslim consumers to the broader question of how Indonesia can leverage its Islamic social capital for inclusive economic development. Indonesia's Islamic economy strategy, articulated in the National Islamic Economy and Finance Committee's (KNEKS) Masterplan 2019-2023, positions Indonesia as a global hub for halal industry, Islamic finance, and Islamic social finance. The coherence of this strategy depends in part on the credibility and effectiveness of Indonesia's Islamic consumer protection framework, because global halal economy investors and consumers evaluate the reliability of Indonesia's halal ecosystem based on the robustness of its certification and enforcement systems.

The implementation gaps in the UUJPH's certification system and the normative gaps in the digital consumer protection framework for Islamic transactions that this study identifies therefore have implications not only for domestic Muslim consumer welfare but also for Indonesia's international position as a leading Islamic economy. Strengthening the BPJPH digital verification infrastructure, implementing DSN-MUI Fatwa No. 146/2021 standards through enforceable OJK regulations, and developing the KHES digital economy chapter would collectively enhance the institutional credibility of Indonesia's Islamic economy framework in ways that support both domestic consumer welfare objectives and international Islamic economy positioning goals.

The alignment between Islamic consumer protection principles and the sustainable development objectives expressed in Indonesia's regulatory agenda provides a final normative justification for the integration strategy recommended in this study. The SDG Goal 12 on responsible consumption and production is substantively consistent with the Islamic economic ethics embedded in the gharar prohibition, the 'an taradhin requirement, and the hifz al-mal standard, all of which orient commercial transactions toward honest, fair, and welfare-enhancing outcomes rather than toward the maximization of exchange volume at the expense of consumer welfare. Framing the integration of Islamic consumer protection principles as a contribution to Indonesia's SDG implementation would broaden the coalition of institutional actors supportive of the harmonization agenda beyond the Islamic economy stakeholder community to include development partner organizations, consumer advocacy groups, and international standards bodies engaged with the Indonesian regulatory reform process.

REFERENCES

Abduh, M., Elfin, E., and Hosen, M. N. (2023). The law enforcement of guarantees halal products in Indonesia. Muamalatuna, 15(2), 225-248.

Dewan Syariah Nasional Majelis Ulama Indonesia. (2021). Fatwa No. 146/DSN-MUI/XII/2021 tentang Jual Beli Online. Jakarta: DSN-MUI.

Dewan Syariah Nasional Majelis Ulama Indonesia. (2017). Fatwa No. 110/DSN-MUI/IX/2017 tentang Akad Jual Beli. Jakarta: DSN-MUI.

Hakim, R., Lorien, W., and Hakim, A. L. (2022). The right to choose (Khiyar) innovation for contemporary transaction in e-commerce marketplace. Al-Uqud: Journal of Islamic Economics, 6(2), 173-190. https://doi.org/10.26740/al-uqud.v6n2.p173-190

Haroen, N. (2007). Fiqh Muamalah. Jakarta: Gaya Media Pratama.

IJCJS (International Journal of Criminal Justice Sciences). (2022). Protection of halal product guarantee for Muslim consumers in the ASEAN Economic Community. IJCJS, 17(2), 153-166. https://doi.org/10.5281/zenodo.4756117

Karim, A. A. (2015). Ekonomi Mikro Islami (5th ed.). Jakarta: Rajawali Pers.

Khairunnisak, K. (2023). The legality of buying and selling without khiyar rights under Islamic commercial law. Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah, 3(2), 104-125. https://doi.org/10.22373/al-mudharabah.v3i2.3418

Marzuki, P. M. (2011). Penelitian Hukum (revised ed.). Jakarta: Kencana Prenada Media.

Nofrizal, N., Suhartono, S., and Putra, A. D. (2023). Digital transformation: Impact, challenges and opportunities for digital economic growth. Trending: Journal of Economics, Accounting and Management, 1(3), 28-40.

Putri, J. D., Priyatna, M. R., Empy, M. N., Yusuf, F., and Wiryanto, F. S. (2023). Akad e-commerce jual beli online ditinjau dari Kompilasi Hukum Ekonomi Syariah. Al-Muamalat: Jurnal Hukum dan Ekonomi Syariah, 8(1), 43-59. https://doi.org/10.32505/muamalat.v8i1.5193

Rasyid, H. D. (2020). Concept of khiyar in transaction in Islamic law. Samarah: Jurnal Hukum Keluarga dan Hukum Islam, 4(2), 456-480. https://doi.org/10.22373/sjhk.v4i2.8148

Republik Indonesia. (1999). Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42.

Republik Indonesia. (2008). Peraturan Presiden Nomor 2 Tahun 2008 tentang Kompilasi Hukum Ekonomi Syariah. Jakarta: Sekretariat Negara.

Republik Indonesia. (2014). Undang-Undang Nomor 33 Tahun 2014 tentang Jaminan Produk Halal. Lembaran Negara RI Tahun 2014 Nomor 295.

Republik Indonesia. (2019). Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik. Jakarta: Sekretariat Negara.

Republik Indonesia. (2020). Undang-Undang Nomor 11 Tahun 2020 tentang Cipta Kerja. Lembaran Negara RI Tahun 2020 Nomor 245.

Republik Indonesia. (2021). Peraturan Pemerintah Nomor 39 Tahun 2021 tentang Penyelenggaraan Bidang Jaminan Produk Halal. Jakarta: Sekretariat Negara.

Soekanto, S., and Mamudji, S. (2020). Penelitian Hukum Normatif: Suatu Tinjauan Singkat (revised ed.). Jakarta: Rajawali Pers.

Sri Rejeki, N. M. (2022). Overview of the concept of khiyar al-aib in e-commerce practice. JHSS (Journal of Humanities and Social Studies), 6(2), 218-225. https://doi.org/10.33751/jhss.v6i2.5670

Statistics Indonesia (Badan Pusat Statistik). (2023). Statistik E-Commerce Indonesia 2022. Jakarta: BPS. https://www.bps.go.id

Yakub, A., and Zein, F. (2022). Halal certification in government and non-governmental organizations: A comparative analysis of Indonesia, Malaysia, and Thailand. Jurnal Cita Hukum, 10(1), 153-176. https://doi.org/10.15408/jch.v10i1.25747

Zulfa, E. A., Ismail, T. Q., Hayatullah, I. K., and Fitriana, A. (2023). Regulation and law enforcement on the protection of halal products in Indonesia. Cogent Social Sciences, 9(2), 2273344. https://doi.org/10.1080/23311886.2023.2273344.