

**LEGAL PROTECTION FOR MUSLIM CONSUMER ON PURCHASING  
FOOD USING GO FOOD APPLICATION**

**A BACHELOR DEGREE THESIS**



By:

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Student Number: 14410039

**INTERNATIONAL PROGRAM  
FACULTY OF LAW  
UNIVERSITAS ISLAM INDONESIA  
YOGYAKARTA**

**2018**

**LEGAL PROTECTION FOR MUSLIM CONSUMER ON PURCHASING  
FOOD USING GO FOOD APPLICATION**

**A BACHELOR DEGREE THESIS Presented as the**

**Partial Fulfillment of Requirements  
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Yogyakarta**



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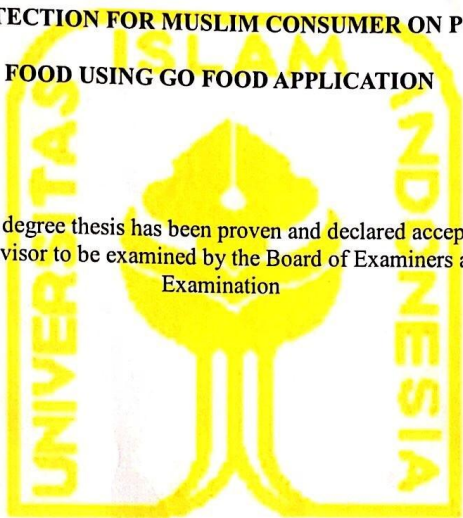
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LEGAL PROTECTION FOR MUSLIM CONSUMER ON PURCHASING  
FOOD USING GO FOOD APPLICATION

Defended before the Board of Examiners

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## MOTTO

*"Would you like me to give you a formula for success? It's quite simple, really: Double your rate of failure. You are thinking of failure as the enemy of success. But it isn't at all. You can be discouraged by failure or you can learn from it, so go ahead and make mistakes. Make all you can. Because remember that's where you will find success." Thomas J. Watson*

*"Twenty years from now you will be more disappointed by the things that you didn't do than by the ones you did do. So, throw off the bowlines. Sail away from the safe harbor. Catch the trade winds in your sails. Explore. Dream. Discover."  
Mark Twain*

## DEDICATION

*This thesis is dedicated to:*

*My beloved Ibu, My sibling, Lia. Thank you for every pray and support. Thank  
you for everything.*

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*Assalamualaikum Wr.Wb*

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## ABSTRACT

Ordering food via a smartphone is easy because there are many smartphone applications that provide food delivery services from restaurants out there, and the most well-known one is Go-Food, a food delivery service from *Go Jek*. In Go Food menu, it is almost all of food menu products that sell through application did not have a lot information on halal certification. Muslim consumer did not have a lot of option to choose on a halal label product on restaurant therefore they are usually had to determine on halal of product by themselves because of this. And if they are mistaken by choosing a non-halal product, there are no clear information on who will take responsibility on the damage that suffer by consumer. This situation is contradicted with the consumer rights arrangements in the Consumer Protection Act, Article 4 letter c it states that consumers have the right to obtain correct, clear and honest information and on the conditions and guarantee of goods and / or services. The approach used in this research is the combination of the empirical approach and normative approach. Empirical research is done to ask consumer when they feel uncertain about of halal product on a food that is bought on Go Food menu, also ask on restaurant that cooperate with *Go Jek* on the system of food merchant partnership with *Go Jek* while the normative legal research is a study conducted by examining library materials or secondary data only especially the legal basis regarding consumer protection law. The result of this research is merchant partner is actually given full authority to upload products sold such as photos, the merchant partner should also not neglect to include the halal label information. That is, there is neglect of the inclusion of information on the label that causes defective products and consider violates Article 4 concerning consumer rights. And also, *Go Jek*, as a service provider by that is providing an application to Go Jek consumer also do a violation because of the negligence for not require a Go Food merchant partner to put a halal information on the product sold through Go Food application is against Law no 4 of Consumer Protection because of consumers are entitled to true, clear and honest information regarding the condition and guarantee of goods and / or services. *Go Jek* status is as a technology has the authority in making applications, and Go Food application should provide an information regarding the halal status of product that sells through Go Food application because consumer have rights to comfort, security and safety in consuming goods and or services; and also, entitled to be true, clear, and honest information regarding the condition and guarantee of goods and / or services and Go Jek should require merchant partner to put a halal information to prevent misleading to consumer to prevent unclear information regarding the condition and guarantee of services.

### **Keywords:**

*information rights, halal information*

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# CHAPTER I

## INTRODUCTION

### A. Context of Study

For Muslims, choosing food is doubtful without halal information on the product because the cleanliness and purity of foods consumed that are consumed are always associated with the law of halal and *haram*. Therefore, Muslims need to know the clear information about halal and *haram* provided in foods, beverage, medicine, cosmetics, and also various other items<sup>1</sup>

Determining the halal and *haram* of a product of food, medicine or cosmetics is not an easy matter. On the other hand, the scientists' understanding of the Islamic Shari'a, and the methodology of halal or haram determination of a food is relatively minimal<sup>2</sup>.

Halal is not any more just simply a religious issue. It is in the domain of business and exchange, and it is turning into a worldwide image for quality confirmation and direction for living. The halal idea (particularly for nourishments) is genuinely from the homestead to the table, and requires nutritious things arranged from reasonable fixings in a perfect and sterile way<sup>3</sup>. In connection to the halal

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<sup>1</sup> Eka Wahyuni, Siti Rohmah, "Pentingnya Sertifikasi Halal terhadap Pemasaran Produk" article can be accessed at [https://www.academia.edu/30576797/PENTINGNYA\\_SERTIFIKASI\\_HALAL\\_TERHADAP\\_PEMASARAN\\_PRODUK](https://www.academia.edu/30576797/PENTINGNYA_SERTIFIKASI_HALAL_TERHADAP_PEMASARAN_PRODUK) (last updated on July, 7 2018 at 08.00) p.4

<sup>2</sup> Ibid, p.5

<sup>3</sup> Kambiz Heidaezadeh Hanzaee, Mohammad Reza Ramezani, "Intention To Halal Product In The World Markets" article can be accessed at [https://s3.amazonaws.com/academia.edu.documents/32961652/Intention\\_to\\_Halal\\_products\\_in\\_the\\_world\\_Markets.pdf?AWSAccessKeyId=AKIAIWOWYYGZ2Y53UL3A&Expires=1536056290&Signature=90I0jx%2FLCsXdDiwJc4%2FEBWelcd0%3D&response-content-](https://s3.amazonaws.com/academia.edu.documents/32961652/Intention_to_Halal_products_in_the_world_Markets.pdf?AWSAccessKeyId=AKIAIWOWYYGZ2Y53UL3A&Expires=1536056290&Signature=90I0jx%2FLCsXdDiwJc4%2FEBWelcd0%3D&response-content-)



confirmation, the strategies allude to arrangement, butchering, fixings utilized, cleaning, taking care of and handling, directly down to transportation and circulation. Halal nourishment additionally holds fast to stringent measures in cleanliness and sanitation, and must not be unsafe to wellbeing (IslamOnline.net, 2006). The truth is that Muslim customers are fundamentally the same as some other shopper sections, requesting solid and quality items, which should likewise fit in with Sharia necessities (Al-Harran and Low, 2008)<sup>4</sup>. McDonald's in Singapore can be viewed as a prime case. It has seen an inundation of eight million supporters per year in the wake of getting a halal accreditation. Since being ensured, "halal", KFC, and Burger King have all observed an expansion of 20% in clients.<sup>5</sup>

The provisions of Islamic law, affirms that the purpose and task of human life first and foremost on this earth is to worship and serve God<sup>6</sup>. Therefore, in order for worship and prayer to be accepted by Allah, it must try as much as possible that food and beverages consumed guaranteed halal and *thayyib*, as part of the requirement of acceptance of worship and prayer.

If the consumer accidentally consumes food that is prohibited by Islamic law, the effects of losses are large; both in financial, and also consumer confidence in the product. The case of lard fat in 1988, the case of Ajinomoto's MSG (Monosodium Glutamate) containing Pigs at 2000, and the case of pork ingredients

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[disposition=inline%3B%20filename%3DIntention\\_To\\_Halal\\_Products\\_In\\_The\\_World.pdf](#) (last updated September, 4 2018 at 16.22), p. 2

<sup>4</sup> *Ibid*, p.2

<sup>5</sup> *Ibid*, p.2

<sup>6</sup> Panji Adam, "Kedudukan Sertifikasi Halal dalam Sistem Hukum Nasional sebagai Upaya Perlindungan Konsumen dalam Hukum Islam" article can be accessed on <https://ejournal.unisba.ac.id/index.php/amwaluna/article/download/2172/pdf> (last updated July, 7 2018 at 09.00) p.15

found in the spices used by the Solaria restaurant in Balikpapan Plaza, East Kalimantan in 2015 has been difficult to forget by Muslim consumers, and also became a lesson that is quite expensive for producers who want to do business in Indonesia<sup>7</sup>.

Indonesia, as a nation with the biggest number of Muslims in this world, is likewise a huge potential market for food, for example, nourishments, drinks and OTC pharmaceutical items. Outside advertiser of these items, nonetheless, must have great comprehension of the nearby buyers and work deliberately with a specific end goal to abstain from culpable local people and acquire a great dependable balance in the market<sup>8</sup>.

Jaih Mubarak suggests that *halal-haram* terms are more related to food, drink and clothing. Therefore, using or consuming halal products according to religious beliefs (Islam) and / or for the quality of life, is the right of citizens which is guaranteed by the 1945 Constitution<sup>9</sup>.

LPPOM (National Institution for the Supervision of Food, Medicine, and Cosmetic) and MUI (Indonesian Ulama Council) are the main foundations that have a privilege to issue halal testament in Indonesia. BPOM information appears among

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<sup>7</sup> Asri, "Perlindungan Hukum bagi Konsumen terhadap Produk Pangan yang Tidak Bersertifikat Halal", article can be accessed on [https://www.academia.edu/30038426/PERLINDUNGAN\\_HUKUM\\_BAGI\\_KONSUMEN\\_TERHADAP\\_PRODUK\\_PANGAN\\_YANG\\_TIDAK\\_BERSERTIFIKAT\\_HALAL\\_LEGAL\\_PROTECTION\\_TO\\_THE\\_CONSUMER\\_ON\\_NON\\_HALAL-CERTIFICATE\\_PRODUCTS](https://www.academia.edu/30038426/PERLINDUNGAN_HUKUM_BAGI_KONSUMEN_TERHADAP_PRODUK_PANGAN_YANG_TIDAK_BERSERTIFIKAT_HALAL_LEGAL_PROTECTION_TO_THE_CONSUMER_ON_NON_HALAL-CERTIFICATE_PRODUCTS) (last updated July 17, 2018 at 16.49) p.2

<sup>8</sup> Imam Salehudin, Bagus Adi Luthfi, "Marketing Impact of *Halal* Labeling toward Indonesian Muslim Consumer's Behavioral Intention Based on Ajzen's Planned Behavior Theory: Policy Capturing Studies on Five Different Product Categories", paper presented at the *Proceeding of 5<sup>th</sup> International Conference on Business and Management Research (ICBMR)*, Depok, August 4, 2010, p.2

<sup>9</sup> Op.Cit, p. 151

enrolled Indonesian restorative businesses, nourishment ventures, drink enterprises, and corrective ventures just 59% of them have just had halal certification<sup>10</sup>.

Indonesia Halal Watch, an institution that focuses on the halal products circulating in Indonesia conducts surveillance research on all restaurants in Indonesia. Approximately 3,040 restaurants do not have a halal certificate. Executive Director of Indonesia Halal Watch Ikhsan Abdullah revealed, of the 3,081 restaurants in Indonesia only 46 restaurants that have been certified halal from MUI. And there are many restaurants not only provide halal food, but also provide non-halal menu, whereas, according to the provisions of halal products should not be mixed or contaminated with non-halal food ingredients<sup>11</sup>.

It has just been trusted that religion has a vital part, for example, in the utilization of nourishment for Muslim in Islamic nation or non-Muslim nation (Ahmad, Kadir and Salehudin, 2013). Religion is an existence direction for human (Jalaluddin, 2004), religion altogether impacts shoppers in non-greater part Muslim nations to purchase halal nourishment (Mutsikiwa and Basera, 2012). Another impact of religion can be found in person's life and conduct (Loser, Klein, and Dollahite, 2008). Religious alliance and duty are two conspicuous angles that impact the buyers' conduct (Mokhlis, 2009).

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<sup>10</sup> Fatmawati Sukesti. "The Influence Halal Label and Personal Religiosity on Purchase Decision on Food Product in Indonesia", article can be accessed on <http://ijbel.com/wp-content/uploads/2014/06/KLB4139-Fatmasari-Mamdukh-THE-INFLUENCE-HALAL-LABEL.pdf> (last updated September 3, 2018 at 20.43) p.1

<sup>11</sup> Danang Sugianto, "3,040 Restoran di Indonesia Tidak Mempunyai Sertifikat Halal" Wednesday, December 28, 2016, article can be seen on <https://economy.okezone.com/read/2016/12/28/320/1577483/3-040-restoran-di-indonesia-tidak-mempunyai-sertifikat-halal> (last updated July 9, 2018 at 12.00 P.M.)

Problems that often arise in the community are not just a matter of advertising that is justified and food safety alone, it is a matter related to halal inclusion on labels that must be written by the producer in the packaging of food products, or the drugs they produce. This is because food and drink are the most basic and essential human needs, so that the fulfillment of their needs is the right of everyone. Even food and beverages that are consumed must be safe and do not cause health problems, they must be guaranteed halal by business actors (Producers) who produce. The halal statement in a food or beverage product must be written by the producer on the product packaging, because the halal labeling on the product packaging will make consumers feel that the food product is suitable for consumption. In this regard, there are still many food or beverage products found in the social life of the community which should be an important matter that must be considered by business actors, because with the inclusion of a halal label on the product packaging, the business actor has carried out its production activities in accordance with the provisions applicable law. Nevertheless, in everyday life there are still many various meaning products that are circulated and traded by business actors, there is no halal statement on the packaging of the product, and it is clear that this can only harm consumers.<sup>12</sup>

Nowadays, ordering food via a smartphone is not difficult because there are many smartphone applications that provide food delivery services from restaurants out there, and the most well-known one is Go-Food, a food delivery service from Go Jek. In Go Food menu, it is also lot of products that provide on application did

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<sup>12</sup> Eli Wuria Dewi, "Hukum Perlindungan Konsumen", p. 97

not have a lot information on halal certification. Consumer did not have a lot of option to choose on a halal label product on restaurant therefore they are usually had to determine on halal of product by themselves because of this. And if they are mistaken by choosing a non-halal product, no one will responsible to damage that suffer by consumer.

Based on researcher general overview on taking an interview with some of *Go Food* consumer, there were cases when consumer feels losses because of the non-existence on halal label on some food in *Go Food* application.

The first case, there was a consumer who have bought a grilled chicken from certain restaurant with that application. In that time, she was choosing random restaurant without any doubt in order, as long as the food is delivered on time. Once the food came, her mother approached her and then asked her on the food that she ate whether it is halal or not. It is because if the chicken did not proceed in Islamic teaching way, it is also considered as haram. And after that, she said that she was just clueless and her mother asked her not to eat that<sup>13</sup>.

Another case, a consumer has bought another fried chicken for her sister. He knows that halal label in the restaurant is not shown on the menu, but he insists to buy that because he thought at that time, if it is a chicken, it must be a halal food. hen the food finally arrives, her sister refuses to eat that because no one knows that it is halal or not because she at that time was afraid because many restaurants serve

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<sup>13</sup> Interview with Nazati Nailul, *Go Food* Costumer, in Yogyakarta, July 17 2018 at 13.00

chicken that are already died in the day before yesterday. If this happens, the food is considered haram because it prohibited in Islam<sup>14</sup>.

Due to this problem, this paper was written to figure out, analyze, and to give a clearer view on those legal issues with the title, “LEGAL PROTECTION FOR MUSLIM CONSUMER ON PURCHASING FOOD USING GO FOOD APPLICATION”

## **B. Problem Formulation**

Based on the context of study described above, then, the problems in this research are:

1. Is the absence of a halal label on food information at Go Food can be said to violate the information right to consumers?
2. In this case, is *Go Jek* required by Consumer Protection Act to provide halal food information through halal labels?

## **C. Research Objective**

Based on the problem formulation above, the purposes of this study are as follows:

1. To analyze violation of information on consumers right.
2. To figure out whether or not Go Jek company takes responsibility in terms of providing halal food information through halal labels.

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<sup>14</sup> Interview with Ivan Imam Utomo, Go Food Costumer, in Yogyakarta, July 17 2018 at 17.00

#### **D. Definition of Terms**

A conceptual framework based on the law dictionary is a hypothesis of the configuration that governs a far-reaching theory<sup>15</sup>. Writing of this thesis uses an optional definition as follows:

1. Consumer Protection Law is all efforts that guarantee legal certainty to provide legal protection to consumers<sup>16</sup>, means a rule in place to keep the customer's rights safe, increase the product availability, and prevent deception<sup>17</sup>. Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia explains that consumer rights include the right to comfort, security and safety in consuming goods and services. Then the right to choose goods and services and get them according to the exchange rate and the conditions and guarantees promised. The right to be treated or served correctly and honestly and not discriminatory, the right to get compensation if the goods and services received are not in accordance with the agreement or not as they should be<sup>18</sup>.
2. Go Food is a food ordering feature from Go-Jek that allows the user to order food from a variety of restaurant choices tailored to the location<sup>19</sup>.

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<sup>15</sup> Accessed from <https://thelawdictionary.org/conceptual-framework/> (last update on July 9, 2018 at 12.30)

<sup>16</sup> See Article 1 paragraph 1 of Law on Consumer Protection Law no 8 of 1999

<sup>17</sup> Accessed from <https://thelawdictionary.org/consumer-protection-laws/> (last update on July 9, 2018 at 13.00)

<sup>18</sup> Erhian, "Perlindungan Konsumen terhadap Produk Makanan dan Minuman Kadaluarsa (Studi Kasus BPOM)", article can be accessed on <https://media.neliti.com/media/publications/151836-ID-perlindungan-konsumen-terhadap-produk-ma.pdf> (last updated September 3, 2018 at 18.00)

<sup>19</sup> Satwika Movementi, "Go Food, Fitur Baru Go-Jek untuk Pesan Makanan" Wednesday, April 8, 2015, article can be seen on <https://tekno.tempo.co/read/656289/go-food-fitur-baru-go-jek-untuk-pesan-makanan> (last updated July 10, 2018 at 00.49)

## **E. Theoretical Review**

In the Sub Chapter, the researcher will discuss about the consumer protection to halal products on Go Food menu and the accountability of business actor on Go Food menu.

In the Consumer Protection Act (UUPK) in article 2 it contains the principle of consumer protection that reads:

"Consumer protection is based on benefits, fairness, equilibrium, security and consumer safety and legal certainty". Here, consumers get legal protection<sup>20</sup>.

In Article 4 of Law on Consumer Protection, there are parts of rights of consumers. And it is clearly stated that consumer have the right to comfort, secure, and safety in consuming goods<sup>21</sup>; also, stated on right to information that is true, clear and honest about the condition and guarantee of goods and / or services<sup>22</sup>

When reviewed from the consumer rights arrangements in the Consumer Protection Act, Article 4 letter c it states that consumers have the right to obtain correct, clear and honest information and on the conditions and guarantee of goods and / or services. Related to this, the producers are obliged to provide information to consumers that the food products are halal or haram for consumption. This also requires that each food product has a label in determining the product is halal or haram for consumption. Because every food product must also have legal certainty related to it. Production inspection shall be conducted based on the guidance and procedure stipulated by the Minister of Religious Affairs with due to the

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<sup>20</sup> Op.Cit, Asri, "Perlindungan Hukum bagi Konsumen terhadap Produk Pangan yang Tidak Bersertifikat Halal" p.6

<sup>21</sup> See Article 4(a) of Law on Consumer Protection Law no 8 of 1999

<sup>22</sup> See Article 49(c) of Law on Consumer Protection Law no 8 of 1999



considerations and suggestions of religious institutions having competence in the field<sup>23</sup>. For Muslim consumers, the provision of halal information of a food product is important because it concerns the implementation of the Shari'a, also the rights of Muslim consumers. Thus, the provision of halal certification aims to provide legal certainty and legal protection for consumers<sup>24</sup>.

The rise of a global halal economy has inspired the development of new organizations to authenticate and certify the thousands of halal food products flooding today's markets. A lot of Muslims immigration to non-Muslims countries, makes the prospect of halal certification particularly critical. In many Western settings, most consumers, regardless of their religious affiliation, know little about how their food is produced, transported, and sold. Vendors servicing Muslim customers (be they Muslim or not) often cannot directly verify the halal credentials of their suppliers, and the multiple and competing halal standards confuse sellers and consumers alike<sup>25</sup>.

To fulfill the demand of Muslims interest on halal food products, there is a process of certifying products or services as pronounced by the sharia law in providing the assurance to Muslim consumers on the Halal quality named as halal certification.

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<sup>23</sup> Friska Ester, I Ketut Sandi Sudarsana. "Peranan Sertifikasi Halal Bagi Konsumen dalam Perlindungan Konsumen", can be accessed at [https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0ahUKEwi0vI\\_V6qXcAhWPXCsKHeljB-MQFggyMAE&url=https%3A%2F%2Ffojs.unud.ac.id%2Findex.php%2Fkerthasemaya%2Farticle%2Fview%2F11968%2F8273&usg=AOvVaw0wVJxJL6jgXLqVd9Ata21q](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0ahUKEwi0vI_V6qXcAhWPXCsKHeljB-MQFggyMAE&url=https%3A%2F%2Ffojs.unud.ac.id%2Findex.php%2Fkerthasemaya%2Farticle%2Fview%2F11968%2F8273&usg=AOvVaw0wVJxJL6jgXLqVd9Ata21q) (last updated July 17, 2018 at 16.41), p. 4

<sup>24</sup> Op.Cit, Asri, "Perlindungan Hukum bagi Konsumen terhadap Produk Pangan yang Tidak Bersertifikat Halal" p.7

<sup>25</sup> Op. Cit, Febe Armanios and Boğaç Ergene, "Halal Food: A History", p.305

Halal certification framework has a generally short history, which began in Malaysia in the 1980's and extended to different nations and furthermore to different items and administrations since. Today there are in excess of 400 known HCOs (Halal Focus, 2014). Subsequently, there are a wide range of Halal models: nearby norms (either created by a national gauge's improvement body or by the HCO itself), local principles (e.g. the Arab Gulf Cooperation Council's Halal standard) and worldwide Halal benchmarks (IHI Alliance and SMIIC). The HCO gives inspection and accreditation administrations to which it charges either a settled or a volume based expense. It is an item accreditation, tending to particularly. The HCO provides auditing and certification services for which it charges either a fixed or a volume based fee<sup>26</sup>.

The product certification, addressing especially the ingredients and production process, allows the producer to put a Halal logo on the product packaging. This logo communicates to the Muslim consumer that the product is Halal certified according to the Halal standard of the respective HCO<sup>27</sup>. Halal is an enforced religious requirement on products and services for Muslims' consumption and is now considered as a certification standard for quality. The Halal quality standard is applied to the product supply and manufacturing encompassing processed food, cosmetics, pharmaceutical and medical products and has been extended to services involved in the logistics of Halal products. The Muslims

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<sup>26</sup> Mohd Imran Khan, Dr. Abid Haleem, "Understanding "Halal" and "Halal Certification & Accreditation System" – A Brief Review", p. 36, article can be accessed on [https://www.researchgate.net/publication/303459476\\_Understanding\\_Halal\\_and\\_Halal\\_Certification\\_Accreditation\\_System- A\\_Brief\\_Review](https://www.researchgate.net/publication/303459476_Understanding_Halal_and_Halal_Certification_Accreditation_System- A_Brief_Review) (last updated September, 3, 2018 at 21.14)

<sup>27</sup> *Ibid*, p.36

population accounts for 25% of the world population (International Halal Integrity Alliance 2010)<sup>28</sup>.

Once, often profit-oriented response to rising consumer doubts has been the emergence and proliferation of third-party halal certifiers—agencies, associations, councils, or federations<sup>29</sup>. These organizations, which are often private, profess expertise in halal regulations and knowledge of food preparation, packaging, and transportation methods. Through this dual specialization, religious and industrial, they present themselves as equipped to provide fee-based halal authentication and certification services for companies and private consumers<sup>30</sup>.

Generally, there are three types of halal certificates, namely:

- a. The first one, often called as *self-certification*, is given by a producer to his own products, so it can be considered as a *brand* image to establish a reputation. The brand makes an information about the product and supplier, allowing consumer to examine the halal by seeking from supplier reputation<sup>31</sup>.
- b. The second type is a traditional, informal, and verbal license that is provided by *Imam*, that will have any authorities to determining a halal status of the product after he saw the process of the product<sup>32</sup>.

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<sup>28</sup> *Ibid*, p.36

<sup>29</sup> Op. Cit, Febe Armanios and Boğaç Ergene, “Halal Food: A History”, p.307

<sup>30</sup> Op. Cit, Febe Armanios and Boğaç Ergene, “Halal Food: A History”, p.307

<sup>31</sup> Van Waarden, van Dalen. “Constructing Quality: The Classification of Goods in Markets”, p.210

<sup>32</sup> *Ibid*, 210

- c. And the last one is an official halal certificate, that issued by third parties to guarantee the halal status of the product<sup>33</sup>.

In Indonesia, relating to the halal nature of a product, Law No. 8 of 1999 on Consumer Protection ("Consumer Protection Act") stipulates that business actors are prohibited from producing and/ or trading goods and/ or services that do not follow the terms of producing halal, halal contained in the label. And regarding the necessity of halal information in a product, it is regulated on Law Number 33 of 2014 regarding Halal Product Guarantee ("JPH"). The "products" in the Law of Halal Products are goods and/ or services related to food, beverage, medicine, cosmetics, chemical products, biological products, genetic engineering products and goods used, used or utilized by the public. While the halal product is a product that has been declared halal in accordance with Islamic Shari'a<sup>34</sup>.

On the Article 4 of JPH Law has clearly stipulated that the products entered, circulated and traded in the territory of Indonesia shall be certified as halal. Basically, if the product which is sold is halal, it must be certified halal. There are several obligations for business actors applying for halal certificate and after obtaining the certificate. Business actors applying for halal certificate shall: provide information truthfully, clearly and honestly; separating the location, place and equipment of slaughtering, processing, storage, packaging, distribution, sale and presentation between Halal Products and unlawful; have a Halal Supervisor; and

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<sup>33</sup> *Ibid*, p. 211

<sup>34</sup> Klinik Hukum Online, "Bagaimana Pengaturan Sertifikasi Produk Halal bagi Produk Makanan?" Wednesday, July 13, 2016 article can be accessed on <http://www.hukumonline.com/klinik/detail/cl3808/bagaimana-pengaturan-sertifikasi-halal-bagi-produk-makanan> (last updated July 7, 2018 at 11.00)

reporting changes in the composition of the materials to the Board of Halal Product Guarantee Organizer ("BPJPH")<sup>35</sup>.

The criteria that should be understood, JPH Law does not require that all products in circulation should be lawful according to Islamic teachings. There are strictly regulated exceptions that business actors producing products of raw materials derived from prohibited substances are exempt from the obligation to apply for a Halal Certificate. This means that only halal-based ones are required to be certified<sup>36</sup>.

Since the beginning of the Act, the certification body is affirmed that the materials and production processes of the products are certified. Beyond these two things is not the object of certified halal testing. Regarding the raw materials, further arrangements will be made through the determination of the Minister of Religious Affairs based on the fatwa of the Indonesian Ulama Council. Therefore, from the beginning business actors can judge for themselves whether the product becomes the object of halal certification or not. Moreover, in general the criteria of halal materials have been mentioned in the JPH Law. The materials used in the Proses Produk Halal consist of raw materials, processed materials, additives, and auxiliary materials, and the material comes from animal; plant; microbes; or materials produced through chemical processes, biological processes, or genetic engineering

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<sup>35</sup> *Ibid*,

<sup>36</sup> Hukum Online, "Pahami 5 Hal Berikut Agar Pelaku Usaha Tak Langgar UU Jaminan Produk Halal" Sunday August 20, 2017, article can be accessed on <http://www.hukumonline.com/berita/baca/lt5998e2b42365b/pahami-5-hal-berikut-agar-pelaku-usaha-tak-langgar-uu-jaminan-produk-halal> (last updated July 7, 2018 at 12.24)

processes<sup>37</sup>. Also, this regulation mentioned that materials derived from animals are essentially halal, except those prohibited by the Shari'a<sup>38</sup>.

But then, there is no clarity about the legal protection to Muslim as a Go Food consumers, and, also the responsibility of the Go Jek company as a partner merchant on the inclusion of halal labels.

## **F. Research Methodology**

### **a. Focus Study**

This research was conducted to analyze the consumer protection law on Go-Food menu and to figure out who will be responsible on consumer loss

### **b. Research Approach**

The approach used in this research is the normative approach. Normative research is a study conducted by examining library materials or secondary data only especially the legal basis regarding consumer protection law.

### **c. Data Sources**

This research uses secondary data. Secondary data is divided into primary legal materials, secondary legal materials and tertiary legal materials. The primary legal materials that were used to complete this research are laws and regulations:

1. Law no 9 of 1999 on Consumer Protection
2. Law Number 33 of 2014 regarding Halal Product Guarantee ("Jaminan Produk Halal/ JPH").

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<sup>37</sup> See Article 17 paragraph 2 of Halal Product Warranty Law no 33 of 2014

<sup>38</sup> See Article 17 paragraph 3 of Halal Product Warranty Law no 33 of 2014

The secondary legal materials comprise jurisprudence, expert opinion, books, journals, articles, documents and news that cover various aspects within this topic and written by relatively highly qualified writers.

As for the tertiary legal materials are law dictionary and business dictionary.

d. Technique in Collecting Data

The process of collecting data in writing this research was done through both literature studies by delving as many as possible knowledge and information from the books, journal, articles, documents and news. The collection data technique was done to find the source of data includes primary legal materials, secondary legal materials and tertiary legal materials especially which related to the consumer protection.

e. Data Analysis

In the process of analyzing data during the process of this research, it applied the qualitative method of analysis. It is done by describing the data, knowledge and information through description or explanation which is assessed by the opinions of the experts, by laws, and also by the researcher's own arguments. Then qualifying it and connecting the theory or doctrine to the formulation of the problem in this study, as well as making conclusions to determine the results and also recommendation.

**G. The Outline of Thesis**

In order to create better understanding in this thesis result, then it will be explained briefly from Chapter I to Chapter IV.

In Chapter I, the introduction in this essay contains the background, problem formulation, research objective, definition of terms, theoretical review, research method and structure of writing about Consumer Protection Law on Halal Label and Accountability of Business Actor on Go Food Menu

In Chapter II, this contains a general overview on consumer protection law, general overview on halal label, general overview on go food, covering on absence of halal label on Go Food.

Chapter III contains the results of research and discussion that describes the results of the analysis to answer the question on the problem formulation. Covering the standard explanation of the consumer protection law on halal label, and also justification on absence of halal label on Go Food.

Chapter IV is Closure, it covers the conclusions and recommendation which explain the conclusions of the authors on the problems.



**CHAPTER II**

**GENERAL OVERVIEW OF OBLIGATION LAW, PARTNERSHIP,  
CONSUMERS PROTECTION, PRINCIPLE OF RESPONSIBILITY FOR  
CONSUMER PROTECTION, HALAL FOOD PRODUCT, HALAL  
CERTIFICATION AND HALAL LABELING; AND GO FOOD  
APPLICATION**

**A. General Overview of Obligation Law**

1. Definition of Obligation Law

Obligation according to Subekti is an event where someone promises to another person or where two people promise each other to do something, from the agreement then the engagement arises. An obligation according to Subekti is a legal relationship between two people or two parties, based on which one party has the right to demand something else, and the other party is obliged to fulfill that demand<sup>39</sup>.

The obligation in the Civil Code, hereinafter referred to as the Civil Code, is contained in Article 1313 which states that: "An action by which one person or more ties himself to one or more people." The understanding of the obligation in the Civil Code was perfected by doctrine.

2. Principle of Obligation Law

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<sup>39</sup> Subekti, "Hukum Perjanjian", p.1

Some agreement principles according to Mariam Darus Badruzaman are as follows<sup>40</sup>:

- a. The freedom of contract (*contractvrijheid*), relating to the contents of the agreement, this Principle implies that everyone can enter into any agreement, whether it has been regulated in law, or which has not been regulated in law. The principle of contracted freedom can be analyzed from the provisions of Article 1338 Paragraph (1) The Civil Code states that: "All agreements made legally apply as laws for those who make them." This principle is a principle that gives parties the freedom to:
  - Make or not make an agreement;
  - Enter into agreements with anyone;
  - Determine the contents of the agreement, implementation, and requirements;
  - Determine the form of the agreement, whether written or oral.
- b. The principle of consensualism (conformity of will), this principle is contained in Article 1320 Paragraph (1) of the Civil Code which stipulates that one of the legal requirements of the agreement is the word agreement between the two parties. This principle is a principle which states that agreements are generally not formally held, but rather by agreement between the two parties. An agreement is a correspondence between the will

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<sup>40</sup> Mariam Darus Badruzaman dkk, "Perjanjian Kredit Bank", p.108

and the statement made by both parties. The principle of freedom of contract is regulated in Article 1338 Paragraph (1) of the Civil Code which states that: "All agreements made legally apply as laws for those who make them", where the term "all" is found which indicates that everyone is given the opportunity his desire (will), which he felt was good for creating an agreement. The principle of consensualism known in the Civil Code was related to the form of agreement

- c. Principle of Belief (*vertrouwensbeginsel*), someone who enters into an agreement with another party, fosters trust between the two parties that each other will keep his promise, in other words, will fulfill his performance behind the day. Without this belief, the agreement could not be held by the parties.
- d. The Principle of Binding Parties, the principle of this binding power is the principle which states that the agreement is only binding on the parties that bind themselves to the agreement. Article 1340 of the Civil Code states that: "The agreement applies only between the parties who make it." This implies that the agreement made by the parties only applies to those who made it.
- e. The principle of legal certainty, also referred to as the principle of *pacta sunt servanda*, is a principle related to the consequences of the agreement. The principle of *pacta sunt servanda* is the principle that a judge or third party must respect the substance of the contract made by the parties, as befits a law. They may not intervene in the substance of the contract made by the parties. The principle of *pacta sunt servanda* can be concluded in the Civil

Code Article 1338 Paragraph (1) which states that: "All agreements made legally applies as a law for those who make it ".

- f. Principle of Compliance, this principle is contained in the Civil Code Article 1339 which states that: "an agreement is not only binding on matters expressly stated in it, but also for everything that according to the nature of the agreement, is required by propriety, practice or law " This principle refers to the binding of agreements to the nature, propriety, habits and laws. The habits here are not local customs, but the provisions are in certain circles always noticed.
- g. The principle of Personality, is a decisive principle that someone who will do and / or make a contract is only for personal interest. This can be seen in the Civil Code Article 1315 and Article 1340. The Civil Code in Article 1340 states that: "The agreement only applies between parties who make it." Article 1315 of the Civil Code affirms: "In general, a person cannot adopt an agreement or agreement other than himself", At the core of this provision it is clear that to enter into an agreement, the person must be in his own interest.
- h. The principle of Good Faith, the principle of good faith stated in the Civil Code Article 1338 Paragraph (3) states that: "The agreement must be carried out in good faith." This principle is the principle that the parties, namely creditors and debtors must implement the substance of the contract based on firm belief or confidence and good will from the parties. The principle of good faith is divided into two types, namely good faith relative (relative)

and absolute good faith. In the first intention, someone pays attention to the attitudes and real behavior of the subject. In the second intention, the assessment lies in common sense and justice and an objective measure is made to assess the situation (impartial judgment) according to objective norms.

### 3. Legal Terms of Obligation

The validity of an agreement requires four conditions according to Article 1320 of the Civil Code, as follows:

- a. There is an agreement between the parties to bind themselves, this is regulated in Article 1320 Paragraph (1) of the Civil Code. Someone is said to have agreed (*toestemming*), if people really want what they agree on, then agree is actually a meeting between two wills, where the will of one person fills with what others want.

According to Mariam Darus Badruzaman there are four theories about when the agreement occurred, namely:

- Will theory (*Wilstheory*) teaches that an agreement occurs when the recipient's will is declared.
- Delivery Theory (*verzendentheorie*), teaches that an agreement occurs at the time the stated intention is sent by the party who received the offer.
- Theory of Knowledge (*vernemingstheorie*), teaches that the party offering should already know that the offer is accepted.

- Theory of Trust (vertrouwenstheorie), teaches that the agreement occurs when the statement of will is deemed acceptable by the party offering. An agreement can contain a will or disagreement which is deemed to be non-existent if the following are mentioned:
  - 1) Article 1321 of the Civil Code states that: "There is no agreement that is valid if the agreement is given because of an error, or obtained by coercion or fraud". This article is used as the legal basis for the cancellation of the agreement due to coercion, oversight or fraud. The null and void agreement in the Civil Code means two things, namely the agreement null and void or can be canceled, in the case of an agreement that becomes a valid condition of the agreement made for coercion, oversight or fraud, the agreement can be canceled.
  - 2) Article 1322 of the Civil Code states that: "An oversight does not result in the cancellation of an agreement other than if the error occurs regarding the nature of the item which is the subject of the agreement. Mistake is not a cause of cancellation, if the error occurs only about himself the person with whom someone intends to make an agreement, unless the agreement has been made mainly because of remembering the person himself. "
  - 3) Article 1323 of the Civil Code states that: "The coercion carried out against the person making an agreement is the reason for the cancellation of the agreement, also if the coercion is carried out by a third party, for whom the agreement has not been made."

4) Article 1328 of the Civil Code states that: "Fraud is a reason for the cancellation of the agreement, if the deception, which is used by one party is such that it is clear and clear that the other party has not made the agreement if the deception is not carried out. Deception is not denied, but must be proven. This article mentions the word "cancellation", the intended cancellation is that the agreement can be canceled, not cancellation by law.

b. Competency of the parties to make an agreement.

A person is competent if he is generally based on the provisions of the law capable of making agreements with perfect legal consequences.<sup>24</sup> The problem of the authority of acting individuals in the law, according to the growing doctrine of law can be distinguished into:

- Authority to act for and in his own name, which relates to his ability to act in law.
- Authority to act as the power of another party, which in this case is subject to the provisions stipulated in Chapter XIV of the Civil Code concerning "Power of Attorney".
- Authority to act in his capacity as trustee or representative of another party. People who are not authorized to do legal actions include: a) minors (not yet 18 years old based on the provisions of Article 47 of Law No. 1 of 1974 concerning Marriage, b) People who are under the custody (are in a dumb condition, are sick dark and wasteful brain or eyes).

The legal requirement for the second agreement is the same as the terms of the agreement of the parties, including in subjective conditions. The failure to fulfill these requirements for acting skills has the same effect as not fulfilling the terms of the agreement of the parties, which means that the agreement can be canceled.

c. There is a certain thing (object of agreement). The formulation of Article 1320 Paragraph (3) of the Civil Code states that for the validity of the agreement it requires conditions, "certain things". Riduan Syahrani provides information about this condition as follows<sup>41</sup>:

- A certain thing in an agreement is an item that is the object of an agreement. Article 1333 of the Civil Code determines that the object that is the object of this agreement must be certain, at least the type must be determined, while the amount does not need to be determined, provided that it can only be determined, while the amount does not need to be determined, as long as it can then be determined or calculated.
- A certain thing in question is a clear object of agreement. The object stipulated in the agreement must be clearly detailed or at least certain, if the object is in the form of an item, then the type must be at least determined. The object of a clear agreement can provide guarantees to the parties making the agreement and preventing a fictitious agreement. In addition to the object must be clear.

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<sup>41</sup> Riduan Syahrani, "Seluk Beluk dan Asas-Asas Hukum Perdata", p.. 209-210.



d. There is a reason that is lawful. According to Article 1337 of the Civil Code, a reason that is permissible or lawful means that the agreement contained in an agreement: a) may not conflict with legislation; may not conflict with public order; b) may not conflict with decency, what is meant by causation is not a causal relationship, so the notion of causation here has no relationship at all with the causalite teaching. This condition is not fulfilled, then the agreement is null and void, ie legally it is never considered an agreement.

#### 4. Breach of Contract

Breach of Contract definition is if someone does not fulfill or neglect to do it obligations as determined in the agreement made between the creditor and the debtor<sup>42</sup>. The form of not fulfilling the agreement is that there are 3 types, namely<sup>43</sup>:

- a. Agreement not fulfilled
- b. Too late to fulfill the agreement
- c. Fulfillment of wrong or incorrect agreements

Failure in this agreement means very important for the debtor, therefore it is important to know or determine when the debtor is said to be in a deliberate or negligent state. In this case, what needs to be considered is that in the engagement, the grace period for performance achievement is determined or not. Article 1243 of the Civil Code states that:

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<sup>42</sup> Salim HS, "Hukum Kontrak, Teori dan Teknik Penyusunan Kontrak", p 180.

<sup>43</sup> Mariam Darus Badruzaman, "Kompilasi Hukum Perikatan" p. 18.

"Reimbursement of costs, losses, and interest for not fulfilling the agreement, it is obligatory if the party that fails after failing to fulfill the agreement, continues to ignore it, or if something must be given within certain limits has been exceeded."

Edmon Makarim opinion regarding forms of breach of contract are as follows:

- a. Do not do what he can do
- b. Carry out what was promised, but not as it is promised.
- c. Carry out agreed agreements but are late.
- d. Doing something that according to agreement should not be done.

For example, the seller does not sell goods of actual quality or the goods sold are imitated but the price remains the same as the price of the original item.

Creditors can sue debtors who have committed breach of contract as follows:

- a. Creditors can only request fulfillment from the debtor.
- b. Creditors can claim achievements accompanied by losses to the debtor (Article 1267 Civil Code).
- c. Creditors can sue and request compensation, only losses due to delay.
- d. Creditors can request cancellation of the agreement.
- e. Creditors can request cancellation together with compensation to the debtor. The compensation is in the form of payment of fines.

From the default made by the debtor, the creditor can choose among several possible demands on the debtor, whether to demand fulfillment of the agreement or fulfillment of the agreement accompanied by

compensation or loss only or demanding the cancellation of the agreement through the judge or accompanied by changes loss

## **B. General Overview of Partnership**

### 1. Definition of Partnership

According to the Big Indonesian Dictionary (Kamus Besar Bahasa Indonesia), the meaning of the word partnership is friends, work colleagues, work partners, colleagues. Partnership means the relationship or partnership as partners.

According to Government Regulation No. 44 of 1997 concerning partnerships, Article 1 Paragraph (1) states that: "Partnership is business cooperation between Small Businesses and Medium and Large Businesses by showing the principle of mutual need, mutual reinforcement and mutual benefit".

According to Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises Article 1 Paragraph (13) states that: "Partnership is cooperation in business relations, both directly and indirectly, on the basis of the principle of mutual need, trust, strengthen and benefit involving micro, small and medium business actors with large businesses.

### 2. Element of Partnership

Julius Bobo stated that the main objective of the partnership was to develop a self-sustainable development (Self-Propelling Growth Scheme) with a strong and fair economic foundation and structure with the people's economy as its main backbone. In connection with the partnership as mentioned above, the partnership contains several main elements, namely:

#### a. Business Cooperation

In the concept of business cooperation through partnerships, the collaboration between large and medium-sized businesses with small businesses is based on equal status or has the same degree on both partners. This means that cooperative relations between large and medium-sized entrepreneurs with small entrepreneurs have an equal position with reciprocal rights and obligations so that no party is harmed, there is no mutual exploitation of each other and growing mutual trust between the parties in developing its business.

b. Between Large or Medium Entrepreneurs, with Small Entrepreneurs

With this cooperation relationship through partnerships, it is expected that large or medium entrepreneurs can establish mutually beneficial cooperative relationships with small entrepreneurs or other economic actors, so that small entrepreneurs will be more empowered and resilient in trying to achieve prosperity.

c. Guidance and Development, basically what distinguishes partnerships with ordinary trade relations by small entrepreneurs and big businessmen is the form of guidance from large entrepreneurs to small entrepreneurs or cooperatives that are not found in ordinary trade relations. Forms of coaching in partnerships include coaching in accessing greater capital, fostering business management, fostering improvement in Human Resources (HR), fostering production management, fostering quality production and also fostering development in aspects of institutional institutions, allocation facilities and investments.

d. Principles of Mutual Requirement, Strengthening and Mutual Benefits.

- Principles of Mutual Requirement, according to John L. Mariotti, partnership is a series of processes that begin with getting to know the prospective partners, knowing the position of the advantages and disadvantages of their business. Understanding of the existing advantages will result in synergies that will affect efficiency, decrease production costs and so on.
- Mutual Strengthening Principles, in business partnerships, before both parties begin to cooperate, then there must be something added value that each partner party wants to achieve. This added value is not only realized in the form of economic values such as increased capital and profits, expansion of market share, but also non-economic value added such as increased management capability, technology mastery and certain satisfaction.
- Mutual Benefit Principles, one of the aims and objectives of business partnerships is "win-win solution partnership" awareness and mutual benefit. In this partnership does not mean the participants must have the same abilities and strengths, but the essential and more important is the existence of an equal bargaining position based on their respective roles. In business partnerships, especially with regard to reciprocity, not as a position between workers and employers, or to superiors to subordinates as a proportional risk sharing and profit, this is where the

distinctiveness and character of the business partnership lies. A partnership must bring benefits for all parties involved.

- Equality or equity. The approach is not top down or bottom up, not only based on power, but a relationship of mutual respect, mutual respect and mutual trust. To avoid antagonism, mutual trust must be built. Equality includes the existence of awards, obligations, and bonds.
- Transparency. Transparency is needed to avoid mutual suspicion between partners. Includes transparency in information management and financial management transparency.

### **C. General Overview of Consumer Protection**

#### 1. Definition on Consumer Protection according to Consumer Protection Act

Every person, at a time either in a single position or in a group with other people, in any case, surely a consumer in a particular product or service. This universal situation on several sides shows that there are various weaknesses in consumers so that consumers do not have a safe position. Therefore, basically consumers also need legal protection that is universal<sup>44</sup>.

Consumers according to Consumer Protection Act are every person who uses goods and / or cards available in the community, both for the sake of themselves, family, other people, and other living things that are not traded. That is, consumers have an important role that cannot be avoided especially in the world of commerce.

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<sup>44</sup> Abdul Halim Barkatullah, "Framework Sistem Perlindungan Hukum bagi Konsumen di Indonesia", p. 15

Consumers themselves are thirsty to be protected by the state because any goods and / or services purchased by consumers as buyers are susceptible to losses due to business actors and services due to a lack of consumer understanding of a product sold or offered by business actors / services.<sup>45</sup>

Especially with the existence of legal protection for all Indonesian people found in the 1945 Constitution of the Republic of Indonesia, therefore every legal product produced by the legislature must be able to provide legal protection for the entire community. There are several opinions regarding legal protection, including Satjipto Rahardjo, who revealed legal protection is an effort to protect the interests of someone with the cata allocating a power to him to act in the context of those interests.<sup>46</sup>

As well as Philipus M Madjon also argued that legal protection was interpreted as an act of protecting or giving help to legal subjects with legal instruments. If you see the definition of legal protection above, you can find out the elements of legal protection, namely: a subject that protects, an object to be protected, a tool or instrument, as well as an effort used to achieve this protection.<sup>47</sup>

Then according to Setiono, legal protection is an act of effort to protect the public from arbitrary acts by the authorities who are not in accordance with the rule of law, to create order and peace so as to enable humans to enjoy their dignity as humans.<sup>48</sup>

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<sup>45</sup> See Article 1(2) of Consumer Protection Act no 8 of 1999

<sup>46</sup> Satjipto Rahardjo, "Sisi-Sisi Lain dari Hukum di Indonesia" p.121

<sup>47</sup> Philipus M Hadjon, dkk, "Pengantar Hukum Administrasi Indonesia", p.10

<sup>48</sup> Muchsin, "Perlindungan dan Kepastian Hukum bagi Investor di Indonesia", p.14

From the understanding of legal protection above, it can be concluded that legal protection is an effort to protect the interests of individuals over their position as human beings who have the right to enjoy their dignity, by giving them the authority to act in the context of their interests.

Consumer protection is a term used to find a law that is responsible for the risk of loss of use of goods or services.<sup>49</sup> Consumer protection has a broad scope, including protection against all losses due to the use of goods and / or services. The use of goods and / or services has very broad implications for the lives of consumers.

Based on Law No. 8 of 1999 on Consumer Protection in article 1 point 1, consumer protection is any effort that ensures the legal certainty to provide protection to consumers. In the article, "all efforts that guarantee legal certainty" are expected to be able to become a fortress to eliminate arbitrary actions to protect consumers "

Philipus M. Hadjon states that in the consumer protection there are two theories of legal protection, namely the protection of repressive law and preventive law protection. Repressive legal protection is a legal protection that is done by applying sanctions to the perpetrators in order to restore the law to its true state. While the protection of preventive law is, legal protection aimed at preventing the occurrence of a dispute.<sup>50</sup>

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<sup>49</sup> Burhanuddin, "Pemikiran Hukum Perlindungan Konsumen dan Sertifikasi Halal", p. 1

<sup>50</sup> Eli Wuria, "Hukum Perlindungan Konsumen", p6



Therefore, the form of protection provided must include everything that allows consumers not to suffer losses. The definition of loss in this case is certainly not only seen from the physical aspect alone, but also includes spiritual aspects, including<sup>51</sup>:

- a. Protection of consumers against the possibility of the use of goods and / or services that are contrary to sharia principles so that they are illegitimate. The fact that not all goods and / or services can be categorized as halal products. Therefore, to direct consumers to halal products and prevent the use of illicit products, legal protection is needed
- b. Protection of consumers against the possibility of being handed over goods and / or services through a process that is not in accordance with the contract agreement. The fact that in order to get multiple profits, producers often set the terms of the agreement unilaterally without giving the opportunity for consumers to make choices. In this case, consumers are only given the opportunity to agree on a contract or not at all.

When viewed from its objectives, the first point tends to discuss consumer protection related to illegitimate issues attached to goods and / or services that do not conflict with the principle of contract.

## 2. The Importance of Muslim Consumer Protection on Halal Food Product

In essence, humans are created by Allah SWT in a state of nature through a combination of physical and spiritual elements. These two elements of human creation are then transformed into the necessities of life that must be fulfilled.

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<sup>51</sup> Op.Cit, Burhanuddin, “Pemikiran Hukum Perlindungan Konsumen dan Sertifikasi Halal”, p.1

Fulfillment of needs in a balanced way is intended to achieve happiness in the world and the hereafter<sup>52</sup>

To meet the needs of his life, humans can produce their own goods and / or services, can also buy from the seller or directly at the production site. By buying goods and / or services produced by others, it means that someone is able to be called a consumer whose existence needs to be protected.

One of the obligations of a Muslim is to consume or use products that contain benefits for those who consume them. In addition, Allah also forbids all food that can bring harm to His servants. This provision is nothing but to maintain the purity of souls and bodies which will one day be held accountable before God.

Many verses of the Qur'an and the hadith of the Prophet Muhammad explained about the importance of consuming halal food, both in terms of its substance and its acquisition. Therefore, applying the concept of halal and haram differentiation in the law of consumer protection is an obligation.

Eating halal food will prevent Satan from wanting to fall into something unclean. Because of this, avoiding the haram is an attempt of demonic persuasion.

Consuming halal food based on faith and piety because purely following God's commands is worship that brings merits and gives good to the world and the hereafter. On the contrary, eating the forbidden, especially followed by a defiant attitude towards Allah's provisions is immoral acts that bring sin and ugliness.

For Muslims, consuming halal and good is a manifestation of devotion to Allah. One thing that is very important for every Muslim to believe is that what

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<sup>52</sup> Tim P3EI Universitas Islam Indonesia, *Ekonomi Islam*, p.8

Allah has allowed is food, so there is enough for humans not to consume unclean food.

#### **D. General Overview on Rights and Obligation in Consumers Protection Act**

##### **1. The Importance of Rights and Obligation in Consumer Protection Act**

Development and economic development in the fields of industry and national trade has produced a variety of goods and / or services that can be consumed. Coupled with globalization and free trade that broadens the space for transactions in goods and / or services. As a result, the goods and / or demand offered vary, both domestically and abroad. Coincidences like this, on the one hand, have benefits for consumers because the needs of goods and / or services offered vary, both from domestic and overseas.

In the likewise conditions, one party has the benefits for consumers because the needs of the desired goods or services can be fulfilled and more widely pen, because of the freedom to choose various types of goods and / or services desired can be fulfilled and increasingly wide open in accordance with their wishes consumer ability. But on the other hand, it can cause the position of business actors and consumers to be unbalanced and consumers are on the weak side. Without regulations that regulate the rights and obligations of consumers and business people, consumers can be in a weak position. Consumers can become objects in business activities to reap the greatest benefit by business people through various

promotional media, ways of selling, and implementing standard agreements that can harm consumers<sup>53</sup>.

## 2. Rights of Consumer on Consumer Protection Act

According to Law no 4 Consumer Protection Act, these are rights for consumer

1. The right to comfort, security and safety in consuming goods and / or services;
2. the right to choose goods and / or services and obtain said goods and / or services in accordance with the exchange rate and conditions and guaranteed guarantees;
3. the right to correct, clear and honest information regarding the condition and guarantee of goods and / or services;
4. rights to be heard by opinions and complaints on goods and / or services used;
5. the right to get advocacy, protection, and efforts to resolve protection disputes consumers properly;
6. the right to get consumer guidance and education;
7. the right to be treated or served correctly and honestly and not discriminatory;
8. the right to get compensation, compensation and / or replacement, if the goods and / or services received are not in accordance with the

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<sup>53</sup> Ahmadi Miru, Sutarman Yodo, "Hukum Perlindungan Konsumen", p.37

agreement or not as appropriate; and, rights stipulated in other statutory provisions.

The Information Rights on Consumer Protection Act is the right to get information is one of the most basic consumer rights. Through this correct, clear, and honest information, consumers then determine or choose products to meet their needs. Therefore, giving false, unclear and dishonest information can mislead consumers who receive goods and services that consumers obtain, is violating consumer rights. Violating the rights of others means also committing an illegal act. Producers should not expect consumers to choose their products because consumers are erroneous or misguided, but really as a reflection of their wants and needs. Thus, there is a handle for producers that the products are really in demand and are needed by the community, and on this basis the producers develop policies or development strategies through their business. Therefore, giving information that is correct, clear and honest is a shared need between consumers and producers because it will provide benefits to producers and consumers.<sup>54</sup>

The right to obtain information is very important, because if a product does not display information that is conveyed to consumers, it can be a form of product defect, which is known as an instruction defect or a defect due to non-adequate information. The right to clear and correct information means that every consumer can get a true picture of a product, because with this information, consumers can

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<sup>54</sup> Siti Hardiyanti, "Penerapan Hak atas Informasi Kosnumen terhadap Produk-Produk Kosmetik Natasha Skin Care Samarinda", p.3 article can be accessed at <http://download.portalgaruda.org/article.php?article=132372&val=2306> (last updated November 8, 2018 at 18.38)

choose the desired product or according to their needs, and avoid losses due to errors in the use of the product.<sup>55</sup>

Such information can be delivered verbally, as well as in writing, both carried out by including labels attached to the product packaging, as well as through advertisements submitted by producers, both through print media and electronic media.

This information can have a significant impact to improve the efficiency of consumers to choose products and increase loyalty to certain products, so that it will provide benefits for companies that meet consumer needs.

### 3. Business Actor Obligation According to Consumer Protection Act

Obligations of business actors based on the written Consumer Protection Act

Article 7:

"The obligation of business actors is:

- a. have good intentions in carrying out their business activities;
- b. provide true, clear, and honest information about the conditions and guarantees of goods and / or services, and provide an explanation of use, repair, and maintenance;
- c. treat and serve consumers correctly and honestly and not discriminatively
- d. guarantee the quality of goods and / or services produced and / or traded based on the provisions of the applicable quality standards of goods / services
- e. give an opportunity to consumers to test and / or try certain goods and / or services and provide guarantees and / or guarantees for goods made and / or traded."<sup>56</sup>

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<sup>55</sup> Op.Cit, Ahmadi Miru, Sutarman Yodo, "Hukum Perlindungan Konsumen", p.46

<sup>56</sup> See Article 7 of Consumer Protection Act

The obligation of business actors with good intentions in conducting business activities is one of the principles recognized in the treaty law. Provisions regarding good faith are regulated in Article 1338 paragraph (3) BW, which contains that the agreement must be carried out in good faith. All agreements or agreements between the parties, both parties will face in a special legal relationship that is controlled by good faith, and this particular relationship brings further consequences that both parties must act in the light of reasonable interests of the other party. For each prospective party in the agreement, there is an obligation to conduct an investigation within reasonable limits of the opposing party before signing the contract, which relates to good faith.

In the Consumer Protection Act, businesses are required to have good intentions in carrying out their business activities, while for consumers it is obliged to have good intentions in carrying out purchases of goods or services.

In the Consumer Protection Act it appears that good faith is more emphasized on business actors, because it covers all stages in conducting its business activities, so that it can be interpreted that the obligation of business actors to have good intentions starts from goods designed / produced, up to the after-sales stage. Conversely, consumers are only required to have good intentions in carrying out purchases of goods and / or services. This is of course due to the possibility of a loss for the consumer starting from the time the goods are designed / produced by the business actor, while for the consumer, it is possible to harm the producer starting from the transaction to the producer.

#### 4. Responsibility of Business Actor

Regarding the obligations of the business actors, namely by providing correct, clear and honest information about the conditions and guarantees of goods and / or services as well as providing an explanation of usage, repairs and maintenance, because information is also a consumer right, also because of lack of information, or Inadequate information from business actors is one type of product defect (information defect), which will be very detrimental to consumers.

The importance of delivering correct information to consumers about a product, so that consumers are not mistaken about the description of a particular product. Submission of information to consumers can be in the form of representation, warning, or in the form of instructions.

Food business actors are responsible for food that is circulated, especially if the food produced causes harm, both to health problems and deaths of people who consume it because the community also needs to get clear information about each packaged food product before buying and consuming food. This information is related to origin, security, quality, nutritional content, and other necessary information. Therefore, it is necessary to stipulate provisions regarding food labels and advertisements so that people can make decisions based on correct and accurate information. Access to information is the most important part in fulfilling the principle of information disclosure for consumers which implies the existence of legal certainty as the goals outlined in the implementation of consumer protection.



The responsibility of a business actor for the loss of consumers in the Law on Consumer Protection is regulated specifically in one chapter, namely Chapter VI, starting from Article 19 to Article 28. From the ten articles, we can sort it as follows<sup>57</sup>:

- a. Seven articles, namely Article 19, Article 20, Article 21, Article 24, Article 25, Article 26, and Article 27 which regulate Business Actors' Responsibilities
- b. Two Articles, namely article 22 and Article 28 which regulate the Proof
- c. One Article, namely Article 23, which regulates the settlement of disputes in the event that business actors do not fulfill their obligations to provide compensation to consumers

The seven articles that regulate the accountability of business actors in principle can be further differentiated into<sup>58</sup>:

- a. Articles that explicitly regulate the accountability of business actors, namely in Article 19, Article 20 and Article 21:
  - 1) Article 19 regulates the responsibility of the manufacturer and / or distributor business actor in general, to provide compensation for the damage, pollution and / or loss of the consumer due to consuming goods and / or services produced or traded, provided that the compensation can be made in the form of: refunds or returns of similar or equivalent value of goods and / or services,

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<sup>57</sup> Abdul Halim Barkatullah, "Framework Sistem Perlindungan Hukum bagi Konsumen di Indonesia", p.92

<sup>58</sup> *Loc. Cit,*

or health care, and / or provision of compensation in accordance with the provisions of the prevailing laws and regulations. Compensation must be given within 7 (seven) days from the date of the transaction

- 2) Article 20 is applied to advertising business people to be responsible for the advertisements produced, and all the consequences caused by these advertisements.
- 3) Article 21 paragraph 1 imposes responsibility on the importer of goods as is the case for the imported goods, if the importation of the goods is not carried out by an agent or representative of foreign producer. Article 21 paragraph 2 requires service importers to be responsible as foreign service providers, if the provision of foreign services is not carried out by agents or representatives of foreign service providers.

In Law No. 8 of 1999 concerning Consumer Protection there are three articles describing the system of product responsibility in the law of consumer protection in Indonesia, namely the provisions of article 19, article 23, and article 28 of Law No. 8 of 1999 concerning Consumer Protection.

Article 19 of Law No. 8 of 1999 concerning Consumer Protection formulates the responsibilities of producers as follows<sup>59</sup>:

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<sup>59</sup> See Article 19 of Consumer Protection Act no 8 of 1999

- 1) "Business Actors are responsible for providing compensation for damage, pollution and / or loss of consumers due to consuming goods and / or services produced or traded
- 2) Compensation as referred to in paragraph 1 can be in the form of refunds or replacement of goods, and / or similar services or equivalent in value, or health care and / or providing compensation in accordance with the provisions of the prevailing laws and regulations.
- 3) Giving compensation is carried out within the deadline of 7 (seven) days after the date of the transaction
- 4) The provision of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal charges based on further evidence of the existence of an element of error.
- 5) The provisions referred to in paragraph (1) and (2) do not apply if the business actor can prove that the mistake is a consumer error"

The provisions of Article 19 are then developed in Article 23 which states:

"Business actors who refuse and / or respond and / or do not meet compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3) and paragraph (4), can be sued through the Consumer Dispute Settlement Agency or file a lawsuit in the court of law in the place of domicile of consumers"<sup>60</sup>

The Article 23 Law No. 8 of 1999 concerning Consumer Protection appears to arise based on and in the framework of thought, namely that Article 19 of Law No. 8 of 1999 concerning Consumer Protection follows the principle of presumption of negligence. This principle departs from the assumption that if the producer does not make a mistake, then the consumer does not experience loss, and if the producer makes a mistake, the consumer loses. As a consequence of this principle, Law No. 8 of 1999 concerning Consumer Protection applies a time limit for payment of compensation 7 (seven) days after the transaction. Seen in the

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<sup>60</sup> See Article 23 of Consumer Protection Act no 8 of 1999

context of Article 23, the time limit of 7 (seven) days does not include the process of verification, but only provides an opportunity for producers to pay and find other solutions, including disputes through the court.

The idea that Law No. 8 of 1999 concerning Consumer Protection Article 19 (1) adheres to the principle of presumption of negligence is at least based on differences in formulations with Article 1365 of the Civil Code, namely:

- a. First, Article 1365 of the Criminal Procedure Code expressly contains the basis of responsibility because of someone's fault or negligence, while Article 19 (1) does not include the word error. In this case, Article 19 of Law No. 8 of 1999 concerning Consumer Protection confirms that the responsibility of the producer (business actor) arises if he experiences a loss due to consuming traded products.
- b. Second, Article 1365 of the Civil Code does not regulate the period of payment, while Article 19 of Law No. 8 of 1999 concerning Consumer Protection sets a payment period, which is 7 days.

The second thought contained in Article 23 of Law No. 8 of 1999 concerning Consumer Protection is that producers do not pay compensation within a specified time limit. This manufacturer's attitude opens up opportunities for consumers to file a lawsuit in court or dispute resolution through the Consumer Dispute Settlement Agency. The advanced provisions that are relevant and significant with Article 23 of Law No. 8 of 1999 concerning Consumer Protection are the formulation of Article 28 of Law No. 8 of 1999 concerning Consumer Dispute Resolution. Advanced provisions that are relevant and significant with

Article 23 of Law No. 8 of 1999 concerning Consumer Protection which reads as follows:

"Proof of the existence of an element of error in the claim for compensation as referred to in Article 19, Article 22 and Article 23 is the burden and responsibility of the business actor"<sup>61</sup>.

The formulation of this article is then known as an inverse proof system.

Abdul Halim Barkatullah believes that the formulation of Article 23 shows that the principle of responsibility that is also adopted in Law No. 8 of 1999 concerning Consumer Protection is the presumption of liability principle. This principle is one modification of the principle of responsibility based on errors with reverse proof. Therefore, overall that as a whole, Law No. 8 of 1999 adheres to the principle of responsibility based on errors with two modifications, namely:

- a. First, namely the principle of responsibility based on the presumption of negligence or the producer has been deemed guilty, so there is no need to prove his fault.
- b. Second, the principle of presumption of liability principle, which means that producers are responsible with reverse proof<sup>62</sup>.

Clearly, that legal construction thus illustrates the progress of the previous responsibility system, but has not fully embraced the principle of absolute responsibility as expressly formulated in several positive laws in other countries. This is also reflected in the final opinion when approving the Consumer Protection Draft which states:

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<sup>61</sup> See Article 23 of Consumer Protection Act No. 8 of 1999

<sup>62</sup> *Op. Cit*, Abdul Halim Barkatullah, "Framework Sistem Perlindungan Hukum bagi Konsumen di Indonesia" p. 95

"In this law, an article is included that allows for reversed evidence in both criminal and civil matters. This is a new breakthrough in the world of state law in the reform era"<sup>63</sup>.

These developments indicate that Indonesia is still at a level of modification to the principle of responsibility based on error, a step behind the principle of absolute responsibility<sup>64</sup>.

## **E. General Overview on Halal Food Product**

### **1. The Concept of Halal**

Halal has now turned into a widespread idea. Halal is a term only utilized in Islam which implies allowed or legal. The term of halal shall be qualified as what mentioned in Islamic Law. Halal and non-halal covers all ranges of Muslim life, not restricted to just only food and beverages, but rather likewise for security, creature welfare, social equity and supportable condition. Halal and *Toyyiban* which implies perfect and healthy depict the image of narrow mindedness to cleanliness, wellbeing and nature of sustenance that Muslims devoured<sup>65</sup>. In recent years, Halal has become a universal concept that not only covers right and fair business transactions, compassion for animals and the environment, slaughtering procedures, social justice, and welfare but also encompasses products and services

<sup>63</sup> Dewan Perwakilan Rakyat Republik Indonesia, "Proses Pembahasan Rancangan tentang Perlindungan Konsumen", p. 1146

<sup>64</sup> Insontius Samsul. "Perlindungan Konsumen: Kemungkinan Penerapan Tanggung Jawab Mutlak", p. 146

<sup>65</sup> Kasmarini Baharuddin, Norliya Ahmad Kassim, Siti Khairiyah Nordin, Siti Zahrah Buyong, "Understanding the Halal Concept and the Importance of Information on Halal Food Business Needed by Potential Malaysian Entrepreneurs", p. 171, article can be accessed on [http://uitmprepo.uitm.edu.my/34/1/Understanding\\_the\\_Halal\\_Concept\\_and\\_the\\_Importance\\_of\\_Information\\_on\\_Halal\\_Food\\_Business\\_Needed\\_by\\_Potential\\_Malaysian\\_Entrepreneurs.pdf](http://uitmprepo.uitm.edu.my/34/1/Understanding_the_Halal_Concept_and_the_Importance_of_Information_on_Halal_Food_Business_Needed_by_Potential_Malaysian_Entrepreneurs.pdf) (last updated September 4, 2018 at 15.53)

of the highest quality to meet the ever-increasing awareness and needs of consumers in a challenging global market<sup>66</sup>.

For the most part, halal is known as something that is allowed to do as indicated by Islamic law. Al-Jurani in the book of at-Ta'rifat states that halal is the capacity to utilize something that is required to meet the physical needs, incorporating into the nourishment, drinks and drugs. By and large, halal is the possibility to eat, drink and accomplishes something in light of Islamic law and standards. Halal is the all-inclusive term that applies to all aspects of life.<sup>67</sup>

Halal is an Arabic word that literally means “permissible” or “law-ful.” Conventionally, halal signifies “pure food” with regard to meat in particular by proper Islamic practice such as ritual slaughter and pork avoidance. In the modern world, halal is no longer an expression of esoteric forms of production, trade, and consumption but part of a huge and expanding globalized market<sup>68</sup>. The opposite of halal is “haram,” which is often “translated as “forbidden,” “illegitimate,” “unlawful,” and “sinful.”<sup>69</sup>

The Quran uses these terms or their derivatives to make assertions about the lawfulness and unlawfulness of specific economic transactions, ritual practices, sexual and family interactions, and dietary matters—questions of great import for

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<sup>66</sup> Ismail Abd Latif, Zainalabidin Mohamed, Juwaidah Sharifuddin, Amin Mahir Abdullah, Muhd Mansor Ismail, “ A Comparative Analysis of Global Halal Certification Requirements”, p.89

<sup>67</sup> Zakiah Samori, Amal Hayati Ishak, Nurul Himmah Kassar, “Understanding the Development of Halal Food Standard: Suggestion for Future Research”, p. 482, article can be accessed at <http://www.ijssh.org/papers/403-CH333.pdf> , (last updated September 4, 2018 at 16.34)

<sup>68</sup> Johan Friscer, “The Halal Frontier – Muslim Consumer in a Globalized Market”, p.1

<sup>69</sup> Febe Armanios and Boğaç Ergene, “Halal Food: A History”, p.57

the earliest Muslims in Mecca and Medina. For example, the Quran states that “Allah has permitted [halal] trade and has forbidden [haram] interest”<sup>70</sup>

Muslims are ordered to eat good food and give thanks to Allah for His blessings. There are two good food-eating orders. First: addressed to humans in general because the command was accompanied by a ban on following Satan. The second is aimed at believers only so that they eat the good rizeki of Allah SWT. Because this command was accompanied by a thankful order.

According to QS. Al Baqarah 172 as stipulated:

يا أيها الذين آمنوا كلوا من طيبات ما رزقناكم واشكروا %  
إن كنتم إياه تعبدون

*(O ye who believe! Eat among the good sustenance that We give you and give thanks to Allah, if you truly worship Him.)*

According to the interpretation of Umar bin Abdul Aziz referred to as QS. AlBaqarah: 172 is all kinds of lawful business, not just food. According to the ulum jumhur, food that is forbidden to be eaten, it is also forbidden to be traded, because it is not clean, except for Hanafi and Zahiri scholars who say that everything that can be used, may be traded, such as buying and selling animal waste and unclean trash, because it is needed in the gardens and others.

The halal lawfulness of meat as a food is depending on how it is obtained. Ritual slaughtering that the animal is, shall be killed in God’s name by making devising a fatal incision across the pharynx. In this process, the blood should be

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<sup>70</sup> *Ibid*, p.57



drained out as fully as possible. Among Muslim groups and individual, the question of the consuming of animals prior to slaughter is highly contested, that is, some Muslims are only consuming meat from halal procedure animal, whereas others, accept to consume an animal as long as it is a halal without considering on how the slaughtering the animals because it is a part of modern and ethical food production<sup>71</sup>.

## 2. Requirements of Halal Food Product

Examples of halal food product, including its products and derivatives, are:

- a. milk (from cows, sheep, camels, and goats),
- b. honey,
- c. fish,
- d. plants that are not intoxicant,
- e. fresh or naturally frozen vegetables,
- f. fresh or dried fruits,
- g. legumes and nuts,
- h. and grains such as wheat and rice.
- i. An animal such as cows,
- j. sheep,
- k. goats,
- l. deer,
- m. moose,
- n. chicken,

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<sup>71</sup> Op, Cit. Johan Fischer. "The Halal Frontier: Muslim Consumers in Globalized Market", p. 6

- o. ducks,
- p. and birds

However, such animals must be slaughtered according to Islamic rites before they can be consumed. With respect to the Halal principle, there are no restrictions of consumption or use. Most food and beverages are considered Halal unless they are specifically forbidden by an explicit Quranic verse or an authentic Hadith<sup>72</sup>.

As indicated by El-Mouelhy (1996), in the choice of sustenance and refreshment, Islam has set down three vital rules—to be specific<sup>73</sup>:

- a. regardless of whether the utilization of the foodstuff is disallowed by Allah/God;
- b. whether the foodstuff is acquired through Halal or Haram means; and,
- c. regardless of whether the material is unsafe to one's wellbeing.

In Islam, similar to supplication and some other religious movement, the utilization of sustenance is viewed as an issue of love to God. Muslims eat to keep up great wellbeing with a specific end goal to have the capacity to contribute their insight and endeavors to the welfare of society. Obviously, nourishment, for example, pork and liquor are totally restricted and alluded to as Haram. Henceforth Haram is the inverse of Halal.

Cases of Haram sustenance, including its items and subordinates, are:

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<sup>72</sup> Op. Cit. Ismail Abd Latif, Zainalabidin Mohamed, Juwaidah Sharifuddin, Amin Mahir Abdullah, Muhd Mansor Ismail, “ A Comparative Analysis of Global Halal Certification Requirements”, p.88

<sup>73</sup> Op. Cit. Ismail Abd Latif, Zainalabidin Mohamed, Juwaidah Sharifuddin, Amin Mahir Abdullah, Muhd Mansor Ismail, “ A Comparative Analysis of Global Halal Certification Requirements”, p.88

- a. pigs,
- b. hogs,
- c. pooches,
- d. monkeys,
- e. blood,
- f. carnivorous creatures with hooks and teeth,
- g. all reptiles and bugs,
- h. the groups of dead creatures,
- i. winged creatures of prey with paws,
- j. and bugs, for example, rats.

Another food product that are also consider as haram by the Islamic are:

- a. wine,
- b. ethyl liquor,
- c. and other product that intoxicants viewed as Haram.

Halal and Haram are widespread terms that apply to all aspects of Islamic life as to protect the religion, life, property, and relatives. Halal does not cover just the religious parts of life, but rather it additionally includes strict quality and clean viewpoints. Halal include everything from the homestead to the eating table, or from the sourcing of crude materials to the circulation of items. Likewise, Halal is additionally about trust, obligation, regard, and strict consistence. Halal is not just about the butchering of creatures; it is additionally about measures and systems. It is likewise frequently identified with security, unwavering quality, and quality confirmation. Halal is tied in with taking a gander at the topic from all perspectives,

especially in the economic and logical sense. Lately, Halal has turned into a general idea that not just covers right and reasonable business exchanges, empathy for creatures and the earth, butchering methods, social equity, and welfare yet in addition incorporates items and administrations of the most elevated quality to meet the consistently expanding mindfulness and necessities of purchasers in a testing worldwide market<sup>74</sup>.

### 3. Halal Label in Indonesia

Label is part of the product attribute that has the purpose of conveying the information listed on the product packaging as a sign to know the product<sup>75</sup>. Labeling prevent deception and help consumers make welfare-maximizing choices. A consumer can get the most only if he/ she has accurate information about the foods under consideration. Accordingly, the goal of label information is to help consumers identify the food products that best match their preferences, thus helping consumers spend wisely.<sup>76</sup>

Halal label is the inclusion writings, or statement concerning the halal on the product packaging that the product is in halal status. The purpose of “halal” trademark is to prevent food from being illicitly passed off as halal.

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<sup>74</sup> Op. Cit. Ismail Abd Latif, Zainalabidin Mohamed, Juwaidah Sharifuddin, Amin Mahir Abdullah, Muhd Mansor Ismail, “ A Comparative Analysis of Global Halal Certification Requirements”, p.88

<sup>75</sup>

<sup>76</sup> Bashar H Malkawi, “Food Labeling and Halal Mark” article can be seen at <https://www.omicsonline.org/open-access/food-labeling-and-halal-mark-ipr.1000e103.pdf> (last updated November 8, 2018 at 20.00)

In Indonesia, Halal Label as a sign of halal can be included in a product if the business actor has already get a halal certificate previously issued by LPPOM MUI<sup>77</sup>. The Halal label is the inclusion writings, or statement concerning the halal on the product packaging that the product is the halal status.

Criteria for giving the label halal reviewed from some point of views as follows<sup>78</sup>:

- q. In making process,
- r. The main of raw materials, and
- s. Supporting materials.

Benefits of halal label on the product as follows<sup>79</sup>:

- a. Consumer confidence to make choices based on the information,
- b. Halal label can improve the competitiveness of products especially in Muslim countries,
- c. Consumer confidence in the product quality, and
- d. As a way to audit and monitor the foods are halal.

The purpose of labeling packaged products is generally intended to provide information as clearly as possible from the product in the package. Composition information, expiration date, the author's address, is the information that should be on the label<sup>80</sup>.

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<sup>77</sup> Sofyan Hasan, "Pengawasan dan Penegakan Hukum terhadap Sertifikasi dan Labelisasi Halal Produk Pangan", p. 293

<sup>78</sup> Hasrul Azwar Hasibuan, Muhammad Dharma Tuah Putra Nasution, Fauziah Anggraini, "The Effect of Halal Label, Halal Awareness and Brand Image on Consumer Intention to Buy", p.140

<sup>79</sup> *Ibid*, 141

<sup>80</sup> Op. Cit Jabal Tarik Ibrahim, Ainur Rahib, "Standarisasi, Sertifikasi, dan Labelisasi Halal serta Pengawasannya"

## **F. General Overview on Go Food Application**

### **1. Definition of Go Jek**

Go Jek is a social enterprise that unites experienced and dependable ojek (motorcycle taxi) drivers to convey a one-stop accommodation benefit for Indonesian people. Go Jek was based upon the conviction that the ojek business is an inexorably significant transport mode in the congested city of Jakarta. By professionalizing ojek, Go Jek intends to enhance their welfare and status, while providing Indonesian people with a functional and quick accommodation benefit. Drivers can be reserved and followed through a portable application. Administrations incorporate grabbing suburbanites, conveying things and notwithstanding running shopping errands.

This company was first established in the city of Jakarta in 2011. Go Jek is a social-minded company that leads the industrial revolution of Ojek transportation. Because of the effectiveness of the goals of this company in partnering with Ojek riders who have better experience and increasing interest customers so that Go Jek is developed in other big cities like especially Jakarta, Bogor, Depok, Tangerang, Bekasi, Yogyakarta, Bandung, Medan, Surabaya, Bali and other cities<sup>81</sup>.

In the Article 1 (5) of the ‘General Matters’ section of Go Jek Terms and Condition, is mentioned:

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<sup>81</sup> Tri Ulfa Wardani, “Pengaruh Kualitas Pelayanan Terhadap Kepuasan Konsumen pada Bisnis Jasa Transportasi Gojek”, article can be accessed at <http://repository.uinsu.ac.id/3449/1/tri%20ulfa%20wardani.pdf> (last updated September 14, 2018 at 17.28) p. 15

“Go Jek is a technology company, not a transportation or courier company and do not provide transportation or courier services. Go Jek expressly does not employ the Service Provider and is not responsible for any acts and / or omissions of the Service Provider. The Go Jek application is only a means to facilitate searching for Services. Service Providers who are tasked with offering services to consumers, and depending on whether consumers will accept service offers from Service Providers.”<sup>82</sup>

The Go Jek application can also be downloaded on smartphones that have an iOS or Android operating system. By using the application on the smartphone customers can be delivered and picked up according to the destination. Besides that, Go Jek also provides other services such as Go Ride and Go Ride transportation services, Go Food which can pick up food from the cafe or dining places available, Go Mart which is used to spend daily needs, Go Box and Go Send instant courier services and services that are not yet available in Medan city Go Glam, Go Clean and Go Massage<sup>83</sup>.

Go Jek registered the company under PT. Aplikasi Karya Anak Bangsa (AKAB).

## 2. Definition of Go Food

Go Food is the world's largest food delivery service outside China and works with 125,000 merchants in various cities in Indonesia. More than 125,000 restaurants have become Go Food Partners and officially work with Go Food. Go Food is a Go Jek service that serves food delivery service in Indonesia. This service is organized as a promotional activity which is known as an activity informing about

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<sup>82</sup> See Article 1(5) of Go Jek Terms and Conidtions

<sup>83</sup> Ibid,

a culinary product. The activities carried out by Go-Food are giving information and introduction to culinary products<sup>84</sup>.

For culinary entrepreneurs, especially Micro, Small and Medium Enterprises (UMKM), which must provide a large budget to develop services own delivery order, then the Go-Food service can be an alternative solution. Entrepreneurs can have delivery order services without having to prepare your own fleet and people who deliver. With so, entrepreneurs do not need to hire or hire human resource for delivery.

Entrepreneurs did not even need to have a store or shop for sell. The Go-Food service also allows a wider market share, because there are currently around 200,000 Go Jek on Indonesia which can be used as a food delivery service. The conditions are quite easy, just work with Go Jek, so the menu or culinary products sold by restaurants or restaurants can enter in the options menu in the Go-Food feature<sup>85</sup>.

### 3. Procedure and Requirements to Apply as Go Food Partner

There are some requirements that should be followed by anyone who wants to be a Go Food partner<sup>86</sup>:

- a. Fill the registration form

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<sup>84</sup> Lalu Muhammad Fahri, "Strategi Marketing Public Relations Go Food dalam Pembentukan Citra Perusahaan di Kota Surabaya", article can be accessed at <http://journal.unair.ac.id/download-fullpapers-comm8eddea96e5full.pdf> (last updated September 14 2018 at 17.59) p.vi

<sup>85</sup> Tita Yulis Iriani, "Analisis Dampak Layanan Go Food terhadap Omzet Penjualan Rumah Makan di Kota Bandung", article can be accessed <http://repository.unpas.ac.id/33108/4/BAB1.pdf> (last updated September 14, 2018 at 19.04)

<sup>86</sup> Go Food, "Cara Daftar GO-FOOD Secara Online & Biaya Kerjasamanya", accessed at <https://www.go-jek.com/blog/cara-daftar-go-food/> (last updated October, 10, 2018 at 08.00)



Merchant partner should open the GO-JEK website page and fill in the registration form available. And also, merchant partner need to make sure nothing is missed and make sure all the data that have filled in is correct.

b. Check an email to verify

Merchant partner have to check the email that used to register on GO-FOOD. Merchant need to verify the process via email. After that, there will be a follow-up form that must be followed correctly. Merchant should use the format as requested by GO-FOOD.

c. Complete the file requested by Go Food

Merchant partner will be asked to complete a more detailed list. Starting from general data such as:

Name

Identity

Address

Restaurant information

Billing information

In billing information, merchant partner will be asked to complete data and info such as:

NPWP name

NPWP registration number

NPWP address

And also:

Food photos

Menu list

Price

Attachment of copy of NPWP certificate

Identity card attachments

- d. Wait for confirmation from Go Food

Merchant partner have to wait for the confirmation from Go Food.

#### 4. Definition of Go Resto

Go Resto is an application for restaurant that cooperates with Go Food, and the function is to managing an order from Go Food costumer. This application only available for Go Food merchant partner who already done registration process.

Go Resto is a special application for Go Food merchants who have become official partners. Go Resto is the second application that is intentionally separated from the Go Jek ecosystem, after GO-LIFE.

Go Resto is considered to be the solution to the problems that often occur in the field, to overcome drivers who sometimes have difficulty to cover the cost of ordering food. Considering the process of paying for Go Food to merchants, still using cash because of Go Resto

The presence of the Go Resto application no longer requires drivers to provide cash. Because of the order money from buyers in the Go Pay account, the driver can be directly transferred to the merchant's account, by entering a special PIN as a validation process.

Before ordering at a restaurant, the driver can re-confirm the order to the customer and go to the destination restaurant. Next, the merchant will enter the total

expenditure according to the receipt and later a validation PIN will appear from the Go Resto application.

After the PIN is received, the deposit fund from Go Pay driver will automatically move to the merchant. However, drivers must ensure that they have sufficient deposit funds before the transaction is carried out.

If the buyer pays in cash, the driver will receive money from the buyer in lieu of the deducted balance. If with Go Pay, the driver's balance will be immediately deducted. When they have completed the order, the deposit balance will return according to the total transaction plus commission.

If the buyer pays partially, with Go Pay and cash, when the driver completes the order, the deducted balance will return to the deposit plus the remaining cash from the buyer.

##### 5. Standard Operating Procedure of Go Resto

According to researcher general overview, there is a section called as “Standard Operating Procedure of Go-Resto” in Go-Resto application.

In this section, Go-Resto regulates about<sup>87</sup>:

###### 1. Transaction Validation Process,

In this section, the regulations are:

- 1) Each transaction in Go Resto is validated using a One-Time Password (OTP),
- 2) After the Go Jek partner arrives to take the order, the name of the Go Jek Partner and the nominal amount of the transaction and OTP will

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<sup>87</sup> See Go-Resto in “Standard Operating Procedure” section.

appear at the Go Resto. Merchants must confirm the truth of the name Go Jek Partner and the nominal amount of the transaction,

3) If the nominal amount of the transaction listed in the Go Resto does not match the nominal amount of the order based on the payment receipt, the Merchant must choose "REJECT". Selecting "REJECT" three times will make the order canceled,

4) If the nominal amount of the transaction listed in the Go Resto matches the nominal amount of the order based on the payment receipt, the Merchant must provide OTP to the Go Jek partner and choose "OK". The merchant must ensure that the Go Jek Partner enters OTP on the application,

5) After the Go Jek Partner enters the OTP on the application, the order is considered complete and the nominal amount of the transaction will be added to the Wallet Merchant and cannot accept payment in cash, regardless of the method of payment made by the Customer,

6) Both parties agree that by giving Go Jek Partners an OTP, the Merchant approves the nominal amount of transactions that occur in accordance with those stated in the application, and

7) PT Aplikasi Karya Anak Bangsa (AKAB) is not responsible for losses that can occur if the Merchant gives OTP to the Go Jek Partner even though the nominal amount of the transaction listed in the Go Resto does not match the nominal amount of the order based on the payment receipt.

## 2. Transaction Recapitulation Report,

In this section, Go Resto making a policy as follows:

- 1) AKAB will provide Merchant with a daily transaction recapitulation report, and
  - 2) If there is a difference or difference in data, then both parties agree that the reference data is AKAB's report.
3. Settlement Process
- 1) All Transaction Funds that have been authorized between 00:00:00 and 23:59:59, will be transferred to the registered Merchant Account on the next business day (D + 1),
  - 2) The amount of the Transaction Fund is reduced by the Service Fee and other costs that are deducted according to the amount stated in the Agreement,
  - 3) The Settlement Fund will be transferred daily to the Merchant Account that has been registered, and
  - 4) For transactions on Fridays, Saturdays, Sundays, and holidays, the Fund Settlement will be transferred the following business day\*

\* The following is a daily transaction simulation, recapitulation report, and transfer process:

<b>Daily Transaction Simulation</b>	<b>Recapitulation Report</b>	<b>Transfer Process</b>
Monday	Tuesday	Tuesday
Tuesday	Wednesday	Wednesday
Wednesday	Thursday	Thursday

Thursday	Friday	Friday
Friday	Saturday	Monday
Saturday	Sunday	Monday
Sunday	Monday	Monday
Holiday	The Next Business Day (D+1)	The Nearest Business Day

4. Dispute Settlement;

- 1) If the Merchant finds the difference in the transaction recapitulation report (in this case the data according to the AKAB is compared to the data held by the Merchant), the delay or the other constrains, merchants have the right to submit written objection notices within a period of D + 3 working days from the transaction recapitulation report, then the daily Settlement process is considered final and complete,
- 2) If the Merchant does not confirm within D + 3 working days after receiving the transaction recapitulation report, the daily Settlement process is considered final and complete,
- 3) Reconciliation (adjusting the payment amount) is done no later than D + 3 working days since the notification of objection as stated in point (1) above is received by AKAB,
- 4) Correction of Settlements is carried out no later than D + 7 working days since the reconciliation as stated in point (3) above by the parties.

AKAB will deliver information in writing to the Merchant in the event of a correction, and,

- 5) Problems related to the Settlement process, or other obstacles related to the Service can be submitted to the AKAB by e-mail to [gofoodpartners@go-jek.com](mailto:gofoodpartners@go-jek.com) or telephone 021-29182981,

And above that, there are no regulation to mention the information of product for restaurants.

### **G. Islamic View on Consumer Protection on Purchasing Food Using Go Food Application**

Based on the legal basis of online buying and selling which has been described previously in chapter two, then the form of consumer protection can be divided into several parts. Following are forms of consumer protection in Islamic law:

- a. Prohibition of fraud, cheating and gharar.

Based on the word of Allah SWT in the Al-Qur'an surah Al-Muthaffifin, meaning:

"Big accidents for people who cheat. (i.e.) People who, when they receive a dose from others, are asked to be fulfilled. And if they measure or weigh for others, they reduce. Neither do they think that they will be resurrected. One big day. (ie) Day (when) man stands before the Lord of hosts "

In the paragraph explained that in trade or business both traditionally and modernly there should be no element of fraud and fraud that could harm one party. The purpose of those who cheat here are those who cheat in measuring and weighing.

- b. The Sale and Purchase Form is Cancel

If viewed in terms of subjects (perpetrators of contract), buying and selling online, including buying and selling with an intermediary. On buying and selling online, buying and selling transactions do not meet each other and the delivery of goods is done through freight forwarding services such as via JNE (Ekakurir Nugraha Line) and Postal.

According to Islamic law, buying and selling is permissible and some are prohibited in Islam. On the prohibited sale and purchase, there are also those who are null and void and some are prohibited but legitimate. In online buying and selling transactions that contain elements such as defects in goods, goods are not shipped, and goods are not in accordance with the agreement including the sale and purchase that is prohibited and null and void. Buying and selling like this is said to be canceled because one of the pillars and the conditions are not fulfilled.

c. Khiyar rights

Buying and selling online which is usually done everyday is very vulnerable to risk or loss to consumers. This is caused by not applying the provisions of Islamic shari'ah which must be fulfilled in conducting transactions. In the current era of globalization, buying and selling online should be a useful tool and facilitate consumers in trading activities. This can also occur as a result of the absence of financial facilities provided in online buying and selling transactions. Even though in Islamic law it is regulated about the right of khiyar to protect the rights that exist in consumers.<sup>88</sup>

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<sup>88</sup> Nurmasiyahziahuddin, "Tinjauan Hukum Islam terhadap Perlindungan Konsumen pada Transaksi Jual Beli Online", p.122



**CHAPTER III**

**THE ABSENCE OF A HALAL LABEL AT GO FOOD APPLICATION AS  
A VIOLATION OF INFORMATION RIGHTS AND THE  
RESPONSIBILITY BEARER ON THE INFORMATION RIGHTS  
VIOLATION AT GO FOOD APPLICATION**

**A. The Absence of Halal Label at Go Food Application as a Violation of Information Rights**

One of the problems related to legal protection is in the field of fulfilling food needs. For Muslim consumers, food is not enough to meet the criteria of being safe, quality and nutritious, but food must also meet halal criteria.

At the present time, there have been a lot of food products circulating both domestically and imported from other countries. Considering that most of the food that is circulating is no longer in the form of an original form, which is relatively more easily recognized by halal, but has become a processed food, often results in doubts about the halal of the food. Therefore, efforts are needed to protect Muslim consumers who are the biggest consumers in Indonesia from haram food.<sup>89</sup>

Every consumer in Indonesia, has the same right to know on what product that they will consume stated in the Article 4 letter a and c of Law Number. 8 of 1999 concerning Consumer Protection as stated:

"Consumer rights are the right to comfort, security and safety in consuming goods and or services."<sup>90</sup>

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<sup>89</sup> Dharu Triasih, B Rini Heryanti, Doddy Kridasaksana, "Kajian tentang Perlindungan Hukum bagi Konsumen terhadap Produk Makanan Bersertifikasi Halal", p. 223

<sup>90</sup> See Article 4 (a) of Consumer Protection Act no 8 of 1999

“Consumers are entitled to true, clear and honest information regarding the condition and guarantee of goods and / or services.”<sup>91</sup>

The basic definition of this right is that consumers must be informed. This is so that consumers can fulfill their role as participants or responsible market components. Every product introduced to consumers must be accompanied by correct information. This information is needed so that consumers do not have a false picture of goods and services. This information is conveyed in various ways, such as verbal to consumers, through advertisements in various media, or include in the product packaging (goods).

In the development of food label regulation, there is not enough information about the content of a food product in packaging, but also regulates the need to have information about the origin of the food content as well as how the products are cultivated. This regulation can avoid the consumer's perception of a product due to lack of available information.

Information that constitutes consumer rights is regulated in the Consumer Protection Act including the benefits of product use, side effects on product use, expiration dates, and the identity of the manufacturer of the product.<sup>92</sup> And for Muslim consumers, one of the consumer's rights is the convenience of consumers in using the product is the existence of halal guarantees from business actors. This is always related to his religious beliefs to always use and consume halal products.

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<sup>91</sup> See Article 4 (c) of Consumer Protection Act no 8 of 1999

<sup>92</sup> Op.Cit, Ahmadi Miru, Sutarman Yodo, “Hukum Perlindungan Konsumen”, p.41

In its development, the regulation of halal certification has still been partial, inconsistent and not systemic and voluntary, which has resulted in halal certification not having strong legal legitimacy. In addition, there are still many products circulating in the community that are not guaranteed, so that it requires a comprehensive arrangement that includes goods and services.

This article also shows that every consumer, including Muslim consumers who constitute the majority of consumers in Indonesia, has the right to obtain safe and lawful goods for consumption. One of the safe understandings for Muslim consumers is that the goods do not conflict with the religious rules in the sense of halal. The role of the government is needed to make and make regulations relating to the interests of Muslim consumers in the form of halal guarantees on goods / products that can work as well as institutions or departments or non-departments can carry out tasks related to these tasks. a product. Whereas producers are obliged to guarantee the halal by first submitting an inspection to the authorized official and having declared halal.

Based on these reasons, the implementation of halal certification is then specifically regulated in Law No. 33 of 2014 concerning Halal Product Guarantee (JPH Law).

The JPH Law is expected to be a legal basis for halal product information systems for businesses and the public. This is because of determining of halal products in the field it is not easy. The existence of the JPH Law is expected to be a legal basis for information systems for halal products for businesses and the public, in addition to maximizing the rules of supervision, both involving related

institutions and the community. In addition, the JPH Law also provides opportunities for the role of the community in conducting socialization and education.

The JPH Law is in line with Law No.8 of 1999 concerning Consumer Protection. Other considerations, halalness of a product is one aspect that is very urgent in international trade, because it is related to the marketing aspects between countries. Therefore, the issue of halal certification must receive attention, both in the context of providing protection to consumers, especially Muslims, and in facing the challenges of globalization and the enactment of regional and international free market systems, in addition to increasing the competitiveness of a product.<sup>93</sup>

Article 4 of JPH Law that has clearly stipulated:

“Products entered, circulated and traded in the territory of Indonesia shall be certified as halal.”<sup>94</sup>

In the JPH Law, it is stated that products that enter, circulate and trade in the territory of Indonesia, must have halal certificates. While the definition of the product is goods and / or services related to food, beverages, medicines, cosmetics, chemical products, biological products, genetic engineering products and goods used, used or utilized by the public. Further mentioned, halal products are products that have been declared halal according to Islamic sharia.<sup>95</sup>

However, the implementation of Article 4 of JPH Law unfortunately has not been implemented because of Article 67 JPH Law which reads:

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<sup>93</sup> M Hamdan Rasyid, “Peranan Undang-Undang Jaminan Produk Halal dalam Kehalalan Makanan dan Minuman”, p.7

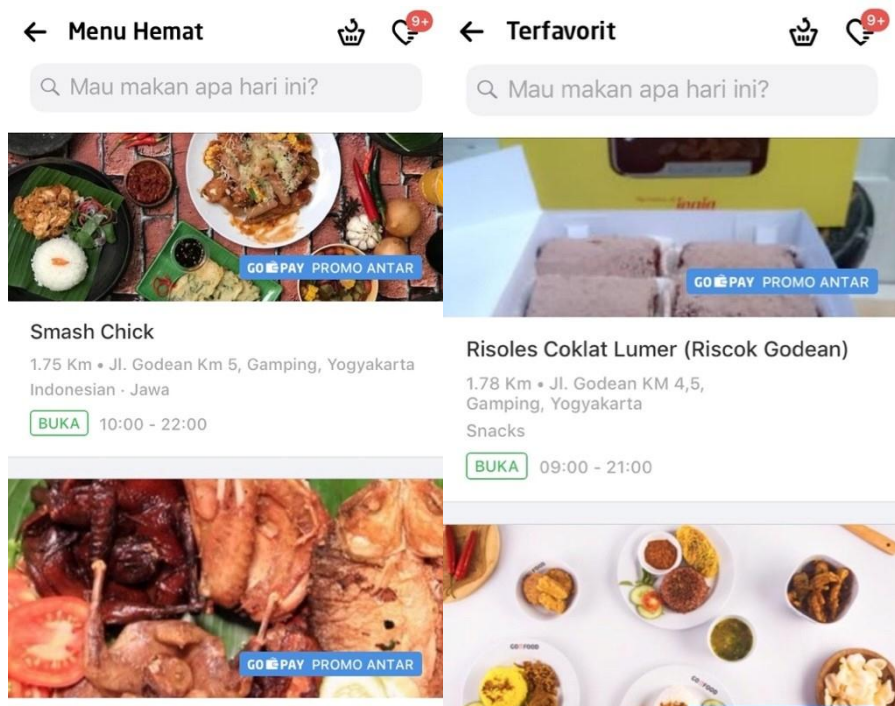
<sup>94</sup> See Article 4 of Halal Product Guarantee Act no 33 of 2014

<sup>95</sup> Bimo Prasetyo, Menjamin Industri Halal Melalui UU JPH

1. “Obligations of halal certification for Products circulating and traded in the territory of Indonesia as referred to in Article 4 shall come into force 5 (five) years from the date this Law was promulgated.
2. Before the halal-certified obligations as referred to in paragraph (1) apply, the types of halal-certified Products are regulated in stages.
3. Provisions concerning types of products that are halal certified in stages as stipulated in paragraph (2) are regulated in Government Regulations.”<sup>96</sup>

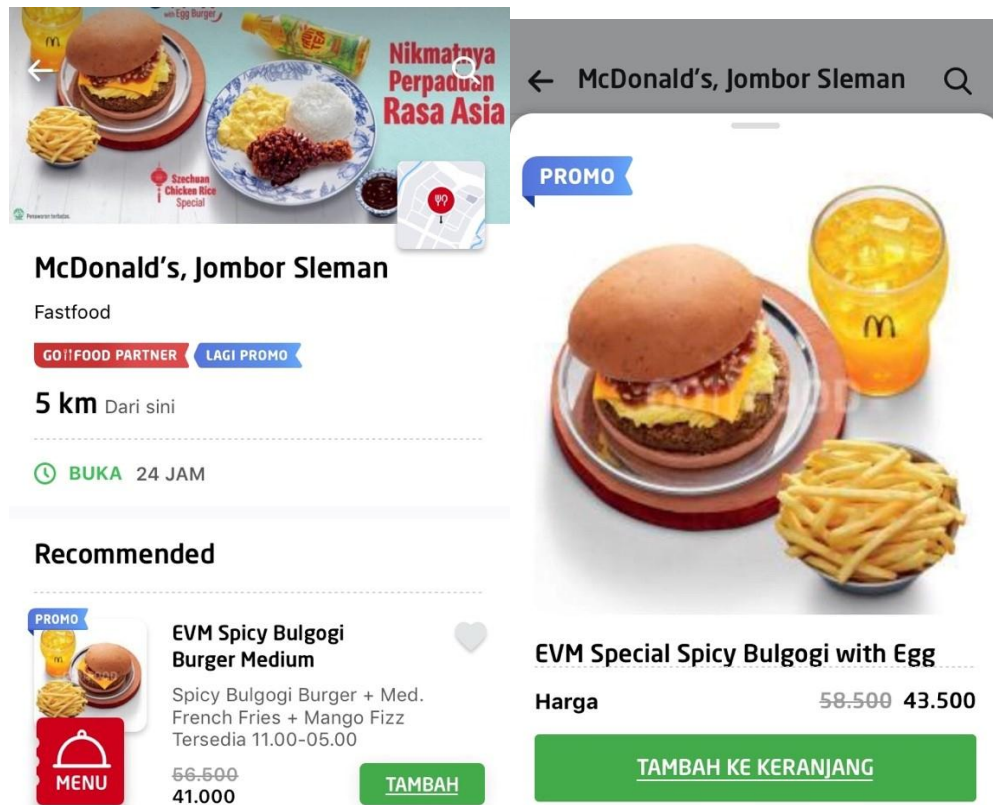
This means that the obligation for business actors in order to put halal labels will be binding for 5 years after the Law was issued.

As a Go Food user, consumer have rights on the information regarding the product that are sell by Go Food, including the halal label. But, based on researcher overview on Go Food menu application, mostly food product that sell through Go Food did not have any halal label on its banner, even though some of restaurants already has halal label.



<sup>96</sup> See Article 67 of Halal Product Guarantee Act no33 of 2014

*According to researcher overview, this merchant partner Risoles Coklat Lumer (Riscok Godean) and Smash Chick has not register Halal Certification and did not mention its halal status on their products.*



*One of the big restaurants in Indonesia such as McDonald's also did not put their halal information regarding the product they sell even though this restaurant already registered Halal Certification*

Researcher has conducted several interviews with Go Food merchant partners, and one of them is franchise restaurant called Chick and Roll Yogyakarta. And in this research, researcher conducted an interview with Manager of Chick n Roll Yogyakarta, Muchso N.

As one of the branch restaurants, Chick n Roll submits images, regulates prices, and uploads products sold through the Go Food application called Go Resto. The existing products are not uploaded directly from the center, so each branch has the authority to upload whatever products are sold by Chick n Roll.

Even though the upload authority of the product was handed over to the branch of Chick n Roll, the joint registration by Chick n Roll carried out with the Go Jek was handed over to the central office, and managers working at the Yogyakarta branch were not aware of the contents of the cooperation agreement between Go Jek and the merchant partner.

Branch restaurants only prepare documents for registration of cooperation as Go Food merchant partners, such as Taxpayer Identification Number (NPWP), identity. All documents are submitted to the central party to be further collaborated with Go Jek as a merchant partner.

Muchso N told to researcher, the restaurant has submitted to Go Jek for the inclusion of halal labels in restaurants, but until now, Go Jek has not included halal labels on the Go Food menu.<sup>97</sup> The manager of restaurant explained that Chick n Roll restaurant wants to emphasize its halal label known by the public because of its halal status, one of the ways that is done is by registering halal certification,

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<sup>97</sup> Interview with Muchso N, Manager of Chick n Roll, in Yogyakarta, October 16 2018 at 13.00

participating in halal food festivals in certain region, and also submitting halal information to Go Jek to have halal information so consumer will know that the restaurant is halal. However, this request to put halal information has not been responded by Go Jek. This complaint about why Go Jek has not put the restaurant halal status yet, was only conveyed at the internal restaurant meeting, and has not filed a complaint with the Go Jek directly.<sup>98</sup>

Another interview conducted by researcher to different food product that cooperated with Go Jek through Go Food, that is Bika Ambon Larizo. Researching done an interview with General Manager of Bika Ambon Larizo, Sebastian Anthony.

He explained that the beginning of the collaboration of Go Jek was when Go Jek input all products from Bika Ambon Larizo without the permission of the merchant partner. All products from Bika Ambon Larizo uploaded to Go Food application by looking through restaurants website. Prior to the collaboration between Go Jek and Bika Ambon Larizo, all consumer purchases through the Go Food application were carried out without margins, and buyers through Go Food were treated the same as other buyers who came directly to buy food products sold.

Then a year later, Go Jek went to Bika Ambon Larizo to offer cooperation as a Go Food partner merchant. When negotiating, Go Jek explained the Bika Ambon Larizo that during the last few days before the agreement began, there had been many purchase transactions made by consumers through the Go Food application. Although initially Bika Ambon Larizo was less interested in the offer

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<sup>98</sup> Ibid, Muchso N, Manager of Chick n Roll, in Yogyakarta, October 16 2018 at 13.00



to be a merchant partner, in the end agreed because he saw that consumers felt helped by the Go Food application when viewed from the sales recap submitted by Go Jek.<sup>99</sup>

Any cooperation agreement between Bika Ambon Larizo and Go Jek is confidential, but later Sebastian explained that in the contact, there is no regulation from Go Jek for merchant partner to put halal label. However, the contents of the agreement stipulate that Go Jek gets a commission of 20% of each product sold through the Go Food application. Any product sell by Go Food application still uploaded by Go Jek because Larizo refuse to do that.

Researcher also conduct an interview with Toko Roti Week N Special Bluder in Yogyakarta, and one of the representative said that they are given an application named Go Resto, this application has a function to control and manage order from consumer. So, she, as Go Food merchant, uploaded their product at Go Resto application, complete with price and also stocks that available, and then, consumer will know the real-time price and stock at Toko Roti Week N Spesial Bluder.

According to her, this application is helpful for both consumer and she as Go Food Merchant Partner because if the stocks are unavailable, she does not need to worry about the consumer who wants to buy an out of stock product because she can easily change it into “empty” from its application.

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<sup>99</sup>Interview with Sebastian Anthony, General Manager of Larizo Bika Ambon, in Yogyakarta, October 18 2018 at 14.30

Therefore, she also told researcher that Go Jek never persuades seller to put a halal information to the product that is uploaded by her, and mostly, if Go Jek comes to their store, they are only checking about Go Resto application. Go Jek representative will come in every time Go Food Merchant Partner need their help. This Go Resto application beside managing stock that sell by store, is only managing on when the money from the transaction can be accessed by seller.<sup>100</sup>

For the last one, researcher done a quick interview with Dika, a bartender in Bang Jo'e Godean, Sleman who also a Go Food merchant partner that can be seen at Go Jek application. Researcher asked him on how Bang Jo'e manages an order from Go Jek, and also the requirement to becoming a Go Jek Merchant Partner, but later, he explained that he is only an employee and all of the Go Jek partnership agreement is directly manages by Central Officer.

AT Bang Jo'e Godean, the employee do not aware that Go Resto application is exist and only receive and processing order manually if Go Jek consumer do any transaction through Go Jek driver.

Through interviews with merchant partners from Go Jek, it can be seen that if the merchant partner is actually given full authority to upload products sold such as photos, the merchant partner should also not neglect to include the halal label information. That is, there is neglect of the inclusion of information on the label that causes defective products and violates Article 4 concerning consumer rights.

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<sup>100</sup> Interview with Diah, Representative of Toko Roti Week N Special Bluder, in Yogyakarta 7 2018 at 18.00

Go Food merchant partner, as a seller of product should providing an information to *Go Jek* application because they have an authority to upload product to the application and by not providing it, it is consider as a violation against Law no 4 of Consumer Protection because of consumers are entitled to true, clear and honest information regarding the condition and guarantee of goods and / or services.<sup>101</sup>.

## **B. Responsibility Bearer on the Information Rights Violation at Go Food Application for Muslim Consumer**

In ordering food in the Go Food application, consumers first open the GO-JEK application, then choose the Go Food feature that has a symbol of a spoon and fork. After that, the consumer can directly enter the type of food desired by consumers or the name of the Go Food Merchant Partner to order. Usually, some restaurant choices or types of food will appear according to what consumer's type.

After viewing the menu presented, the consumer can click on the Add button to select and enter the order quantity for the food or drink you want to order.

Then, the consumer enters the address to receive the food order, such as the address of the house, office or other address to receive the ordered food.

Then in the Payment Details section, consumers can see the total price of food orders and delivery prices or delivery fees. You can pay the total price with GO-PAY or with cash via GO-FOOD driver after food is delivered. After deciding on the

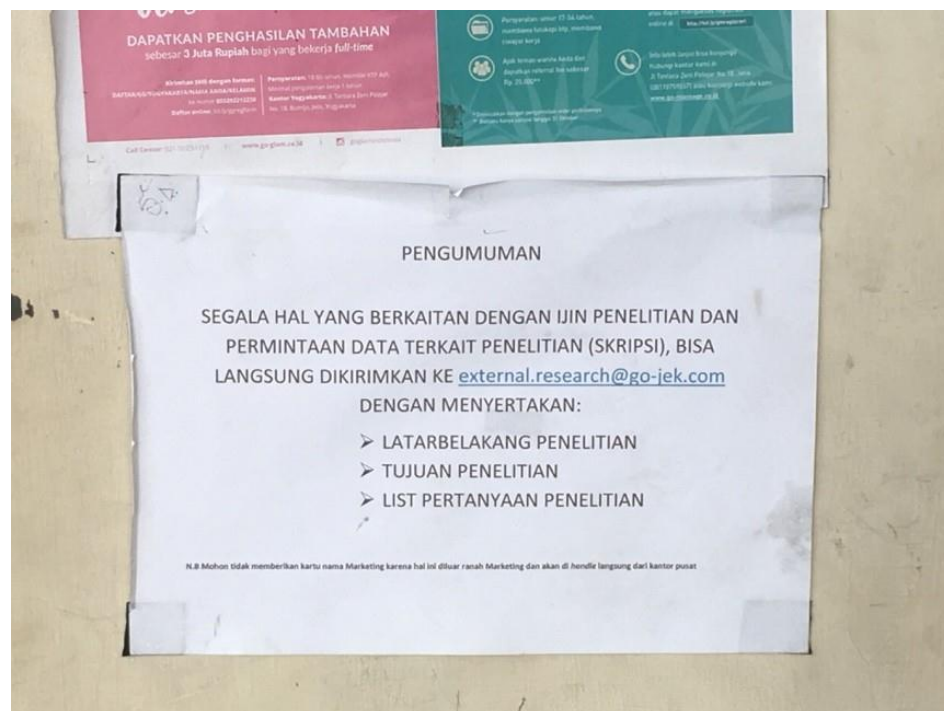
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<sup>101</sup> See Article 4c of Consumer Protection no 8 of 1999

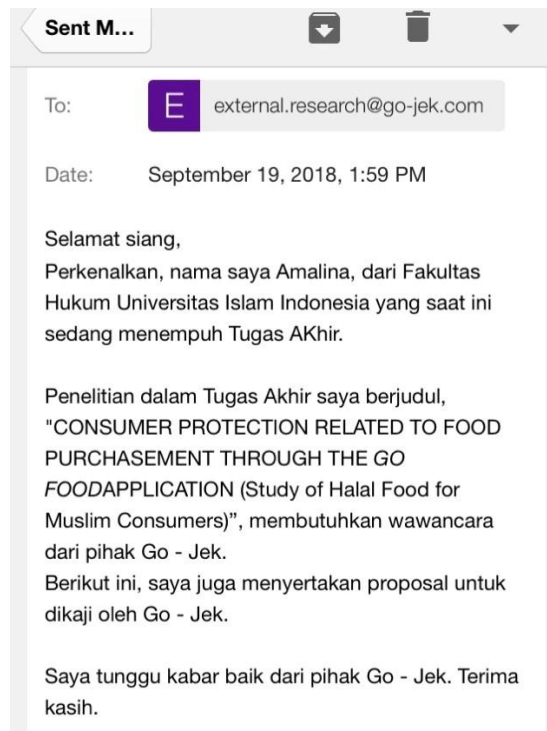
payment method, consumers can click on the green button located below the screen that says Order.

Your order will be immediately delivered to the address you requested earlier. At this stage, you can also see where the GO-FOOD driver is in charge of taking your food at the Go Food Merchant Partner and delivering it to the address you requested.

Regarding the responsibility that must be borne for the losses suffered by consumers in purchasing food through Go Jek as a service provider, researchers has tried to conduct interviews with the motorcycle taxi via email. Interviews cannot be done directly because according to the information board available at the Gojek Office, said that everything related to the research permit and request for thesis data can be sent directly to the email of *Go Jek*.



*Go Jek information board regarding research purposes.*



*E mail sent by researcher for interview purposes that has not been answered*

However, until now, the parties from *Go Jek* themselves have not responded to the email regarding the data needed by the researcher. So, the researcher only writes about the responsibilities that will be carried out by the *Go Jek* through what is written in the Terms and Conditions available on the *Go Jek* website.

The legal relationship between the *Go Food* merchant partner and consumer, can be seen at General Policy that applies in *Go Jek* Company. The terms and conditions of *Go Jek* Indonesia (PT Aplikasi Karya Anak Bangsa), which among others mention that:

1. ...,
2. This application is a software application that functions as a means to find services using motorbikes provided by third parties (motorcycle taxi drivers) ("Provider (s) Service"). This application offers information about services offered by Service Providers .....
3. ...,
4. ...,
5. To avoid doubt, we are a technology company, not a transportation or courier company and we do not provide transportation or courier services. We do not employ Service Providers and we are not responsible for any actions and / or omissions of Service Providers. This application is only a means to facilitate the search for services. It is up to the Service Provider to offer the Service to you and depends on you whether you will receive a Service offer from the Service Provider.<sup>102</sup>

From this explanation, *Go Jek* Indonesia is a technology company, not a transportation company or service that provides transportation and service services. The legal relationship between *Go Jek* as an application provider and food merchant partner as service providers for consumers is a partnership relationship, and not a work relationship. While the legal relationship between food merchant partner (as service providers) and passengers is a legal relationship between service providers and consumers.

Thus, both *Go Jek* as an application provider did not have an obligation to implement consumer rights, namely the right to comfort, security and safety in consuming goods and / or services; the right to choose goods and / or services and obtain said goods and / or services in accordance with the exchange rate and conditions and guarantees promised; the right to information that is correct, clear and honest regarding the condition and guarantee of goods and / or services; the

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<sup>102</sup> Go Jek Terms and Condition Section, accessed at <https://www.go-jek.com/terms-and-condition/> (last updated November, 7 2018 at 20.18)

right to be heard opinions and complaints about the goods and / or services used; the right to obtain advocacy, protection, and efforts to properly resolve consumer protection disputes; the right to get consumer guidance and education; the right to be treated or served correctly and honestly and not discriminatory; and the right to get compensation, compensation and / or reimbursement, if the goods and / or services received are not in accordance with the agreement or not as appropriate; and rights stipulated in other statutory provisions.

Regarding the responsibility that will be done by the *Go Jek* if the consumer *Go Jek* suffers a loss, it has also been clearly stipulated in the Terms and Condition on the website *Go Jek*.<sup>103</sup>

1. ...
2. ...
3. ...
4. ...
5. GO-JEK is not responsible for accidents involving personal injury caused by the accident. All costs and demands from the incident would be directed to the personal responsibility of GO -versvers. If there is information that can be used as a license plate for motorbikes, GO-JEK can be found as a mediator in a solution regarding the issue.
6. Karya Anak Bangsa application provides coverage for all our GO-RIDE customers. Accident coverage is up to Rp. 10,000,000 \* and medical expenses are covered up to Rp. 5,000,000 \*.
7. GO-JEK also provides insurance for lost items up to Rp. 10,000,000 \*\*, as long as the goods are in accordance with the information provided (point 1). The nominal value of the purchase and / or reference to the fair value of the price of goods.
8. ...

Actually, *Go Jek* is have a good intention by willing to take responsibility if there are any losses that suffer by consumers, and *Go Jek* has also provided a

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<sup>103</sup> Go Jek Terms and Condition Section, accessed at <https://www.go-jek.com/terms-and-condition/> (last updated November, 7 2018 at 20.18)

compensation sub-section. But, the responsibility that is bear by *Go Jek* is only for passenger accidents, and there is no compensation if the consequences suffered by consumers due to lack of unclear information about products offered through *Go Food*.

The absence of features to include halal labels in the application, makes the partners who join do not have a container to display information on the products they sell so that they can suffer losses.

Violation of Article 4 of Consumer Protection Act is not expressly sanctioned in the Consumer Protection Act, but sanctions can be applied to Business Actors in accordance with Article 19 of the Consumer Protection Act if consumers experience losses.

By not providing a halal information regarding the product sell by *Go Food Merchant Partner* through *Go Food* application, Muslim consumer definitely suffer losses spiritually, because they are consuming on what is prohibited by Allah SWT as also explained in hadits:

"Truly the flesh that grows from unclean goods will not enter heaven; hell is more appropriate for him. "(Narrated by Ahmad, al-Tirmidzi and others. Revitalization of Syaikh Al-Albani in Shahihah Lineage, no. 2609)  
In this case, if Muslim consumers experience losses from consuming food

that is not clear about halal information as it is stated:

1. Business actors are responsible for providing compensation for the damage, pollution and / or loss of consumers as a result of consuming goods and / or services produced or traded.
2. Compensation as referred to in paragraph (1) may be in the form of refunds or replacement of goods and / or services of a similar or equivalent value, or health care and / or compensation in accordance with the provisions of the applicable legislation.



3. Provision of compensation is carried out within a period of 7 (seven) days after the transaction date.
4. Provision of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal charges based on further evidence of an element of error.<sup>104</sup>
5. The provisions referred to in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error is a consumer error.<sup>105</sup>

*Go Jek* as a company who selling a product from producer, and not the business actor who produce the products, did not have an obligation to take a responsibility because they are only act as intermediary between consumers and seller through an application.

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<sup>104</sup> See Article 19 of Consumer Protection Act no 8 of 1999

<sup>105</sup> See Article 19 of Consumer Protection Act no 8 of 1999

## **CHAPTER IV**

### **CLOSURE AND RECOMMENDATION**

#### **A. CLOSURE**

Based on the description of the previous chapters, then the conclusions of this thesis are:

1. The absence of a halal information is violating the information rights to consumers because according to Article 4c on Consumer Rights, consumers have the right to have correct information that is clear and honest regarding the condition and guarantee of goods and / or services;
2. *Go Jek* as a service provider did not have any liability for taking any responsibilities on violation of the information rights on Go Food menu, because service provider like *Go Jek* also took same responsibility as business actor to provide a correct, clear and honest regarding the condition and guarantee.

#### **B. RECOMMENDATION**

In connection with the conclusion above, there are things that need to be examined further, namely:

1. Go Food merchant partner should also provide an information at their menu regarding the halal status of product that sells through Go Food application because consumer have rights to comfort, security and safety in consuming

goods and or services; and also, entitled to be true, clear, and honest information regarding the condition and guarantee of goods and / or services.

2. *Go Jek* should persuade merchant partner to put a halal information to prevent misleading to consumer to prevent unclear information regarding the condition and guarantee of services.

Reference:

### **Books**

Abdul Halim Barkatullah, *Framework Sistem Perlindungan Hukum bagi Konsumen di Indonesia*, First Edition, Nusa Media, Bandung, 2016

Az Nasution, *Hukum Perlindungan Konsumen Suatu Pengantar*, First Edition, Diadit Media, Jakarta, 2001

Burhanuddin S, *Hukum Perlindungan Konsumen dan Sertifikasi Halal*, First Edition, UIN-Maliki Press, 2011

Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, First Edition, Sinar Grafika, Jakarta, 2008

Dewan Perwakilan Rakyat Republik Indonesia, *Proses Pembahasan Rancangan tentang Perlindungan Konsumen*, First Edition, Sekretariat Jenderal DPR RI, 2001

Eli Wurua Dewi, *Hukum Perlindungan Konsumen*, First Edition, Graha Ilmu, Yogyakarta, 2015

Febe Armanios and Boğaç Ergene, *Halal Food: A History*, First Edition, Oxford University Press, 2018

Johan Fischer, *The Halal Frontier: Muslim Consumers in a Globalized Market*, Reprint of the hardcover 1<sup>st</sup> edition, Palgrave Macmillan, United States, 2011

Mian N Riaz, Muhammad M Chaudry, *Halal Food Production*, First Edition, CRC Press LLC, Florida, 2004

Tim P3EI Universitas Islam Indonesia, *Ekonomi Islam*, Rajawali Press, Jakarta, 2008

Van Waarden and van Dalen edited by Jens Beckert, Christine Musselin, *Constructing Quality: The Classification of Goods in Market*, First Edition, Oxford University Press, Oxford, 2013

Zulham, *Hukum Perlindungan Konsumen*, First Edition, Kencana Prenada Media Group, Jakarta, 2013

### **Journals**

Asri, "Perlindungan Hukum bagi Konsumen terhadap Produk Pangan yang Tidak Bersertifikat Halal", *Jurnal Ius*, Vol. IV No. 2, 2016, article can be accessed

on

[https://www.academia.edu/30038426/PERLINDUNGAN\\_HUKUM\\_BAGI\\_KONSUMEN\\_TERHADAP\\_PRODUK\\_PANGAN\\_YANG\\_TIDAK\\_BERSERTIFIKAT\\_HALAL\\_LEGAL\\_PROTECTION\\_TO\\_THE\\_CONSUMER\\_ON\\_NON\\_HALAL\\_CERTIFICATE\\_PRODUCTS](https://www.academia.edu/30038426/PERLINDUNGAN_HUKUM_BAGI_KONSUMEN_TERHADAP_PRODUK_PANGAN_YANG_TIDAK_BERSERTIFIKAT_HALAL_LEGAL_PROTECTION_TO_THE_CONSUMER_ON_NON_HALAL_CERTIFICATE_PRODUCTS)

Ema Fathimah, Siti Zailia, “Jaminan Produk Halal bagi Perlindungan Konsumen Telaah RUUJPH (Rancangan Undang-Undang Jaminan Produk Halal) dalam Perspektif Hukum Ekonomi Islam), *Jurnal Muamalah*, Vol. 3 No. 1, 2017.

Erhian, “Perlindungan Konsumen terhadap Produk Makanan dan Minuman Kadaluarsa”, *Jurnal Ilmu Hukum Legal Opinion*, Vol.1 No.4, 2013, article can be accessed on <https://media.neliti.com/media/publications/151836-ID-perlindungan-konsumen-terhadap-produk-ma.pdf>

Dharu Triasih, B.Rini Heryanti, Doddy Kridasaksana, “Kajian tentang Perlindungan Hukum bagi Konsumen terhadap Produk Makanan Bersertifikasi Halal”, *Jurnal Dinamika Sosial Budaya*, Vol. 18 No. 4, 2016.

Fatmawati Sukesti. “The Influence Halal Label and Personal Religiosity on Purchase Decision on Food Product in Indonesia”, *International Journals of Business, Economics, and Law*, Vol. 4 No. 1, 2014, article can be accessed on <http://ijbel.com/wp-content/uploads/2014/06/KLB4139-Fatmasari-Mamdukh-THE-INFLUENCE-HALAL-LABEL.pdf>

Hasrul Azwar Hasibuan, Muhammad Dharma Tuah Putra Nasution, Fauziah Anggraini “The Effect of Halal Label, Halal Awareness, and Brand Image on Consumer Intention to Buy”, *International Journal For Innovative Research In Multidisciplinary Field*, Vol. 3 No. 11, 2017

Ismail Abd Latif, Zainalabidin Mohamed, Juwaidah Sharifuddin, Amin Mahir Abdullah, Muhd Mansor Ismail, “ A Comparative Analysis of Global Halal Certification Requirements”, *Journal of Food Products Marketing*, Vol. 20 No.85-101, 2014.

Jabal Tarik Ibrahim, Ainur Rahib, “Standarisasi, Sertifikasi, dan Labelisasi Halal serta Pengawasannya”, *Jurnal Bestari*, No. 22, 1996, article can be accessed on <http://ejournal.umm.ac.id/index.php/bestari/article/view/3009>

Kasmarini Baharuddin, Norliya Ahmad Kassim, Siti Khairiyah Nordin, Siti Zahrah Buyong, “Understanding the Halal Concept and the Importance of Information on Halal Food Business Needed by Potential Malaysian Entrepreneurs”, *International Journal of Academic Research in Business and Social Sciences*, Vol. 5 No. 2, 2015, article can be accessed on [http://uitmprepo.uitm.edu.my/34/1/Understanding\\_the\\_Halal\\_Concept\\_and](http://uitmprepo.uitm.edu.my/34/1/Understanding_the_Halal_Concept_and)

[the Importance of Information on Halal Food Business Needed by Potential Malaysian Entrepreneurs.pdf](#)

- Kambiz Heidaezadeh Hanzaee, Mohammad Reza Ramezani, "Intention To Halal Product In The World Markets", *Interdisciplinary Journal of Research in Business*, Vol. 1 No. 5, 2011, article can be accessed at [https://s3.amazonaws.com/academia.edu.documents/32961652/Intention\\_to\\_Halal\\_products\\_in\\_the\\_world\\_Markets.pdf?AWSAccessKeyId=AKIAIWOWYYGZ2Y53UL3A&Expires=1536056290&Signature=90I0jx%2FLCsXdDiwJc4%2FEBWeIcd0%3D&response-content-disposition=inline%3B%20filename%3DIntention\\_To\\_Halal\\_Products\\_In\\_The\\_World.pdf](https://s3.amazonaws.com/academia.edu.documents/32961652/Intention_to_Halal_products_in_the_world_Markets.pdf?AWSAccessKeyId=AKIAIWOWYYGZ2Y53UL3A&Expires=1536056290&Signature=90I0jx%2FLCsXdDiwJc4%2FEBWeIcd0%3D&response-content-disposition=inline%3B%20filename%3DIntention_To_Halal_Products_In_The_World.pdf)
- M. Hamdan Rasyid, "Peranan Undang-Undang Jaminan Produk Halal dalam Menjamin Kehalalan Makanan dan Minuman", *Jurnal Syariah*, Vol.3, 2015, article can be accessed on <https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=3&ved=2ahUKEwj54q3NicXeAhXCu48KHc-yBfgQFjACegQIBxAC&url=http%3A%2F%2Fjs.law.ui.ac.id%2Findex.php%2Fhome%2Farticle%2Fdownload%2F1%2Fpdf&usg=AOvVaw2PWYVgZiNXbBRJh66IKgj4>
- Mohd Imran Khan, Dr. Abid Haleem, "“Understanding “Halal” and “Halal Certification & Accreditation System” – A Brief Review”, *Saudi Journal of Business and Management Studies*, Vol. 1 No.1, 2016, article can be accessed on [https://www.researchgate.net/publication/303459476\\_Understanding\\_Halal\\_and\\_Halal\\_Certification\\_Accreditation\\_System- A\\_Brief\\_Review](https://www.researchgate.net/publication/303459476_Understanding_Halal_and_Halal_Certification_Accreditation_System- A_Brief_Review)
- Nurmasyithahziauddin, "Tinjauan Hukum Islam terhadap Perlindungan Konsumen pada Transaksi Jual Beli Online", *Petita*, Vol. 2 No. 1, 2017.
- Panji Adam, "Kedudukan Sertifikasi Halal dalam Sistem Hukum Nasional sebagai Upaya Perlindungan Konsumen dalam Hukum Islam" *Amwaluna*, Vol. 1 No. 1, 2017, article can be accessed on <https://ejournal.unisba.ac.id/index.php/amwaluna/article/download/2172/pdf>
- Siti Hardiyanti, "Penerapan Atas Hak Informasi bagi Konsumen terhadap Produk-Produk Kosmetik Natasha Skin Care Samarinda", *Jurnal Beraja Niti*, Vol. 2 No.9, 2013, article can be accessed at <http://download.portalgaruda.org/article.php?article=132372&val=2306>
- Sofyan Hasan, "Kepastian Hukum Sertifikasi dan Labelisasi Halal Produk Pangan", *Jurnal Dinamika Hukum*, Vol. 14 No. 2, 2014, article can be accessed at

<https://docs.google.com/viewerng/viewer?url=http://dinamikahukum.fh.unsoed.ac.id/index.php/JDH/article/viewFile/292/286>

Sofyan Hasan, "Pengawasan dan Penegakan Hukum terhadap Sertifikasi dan Labelisasi Halal Produk Pangan", *Jurnal Hukum IUS QUIA IUSTUM*, Vol. 22 No. 2, 2015.

### **National Laws**

Law No. 8 of 1999 concerning Consumer Protection

Law Number. 33 of 2014 regarding Halal Product Guarantee ("Jaminan Produk Halal")

### **Documents**

Eka Wahyuni, Siti Rohmah, "Pentingnya Sertifikasi Halal terhadap Pemasaran Produk", can be accessed at [https://www.academia.edu/30576797/PENTINGNYA\\_SERTIFIKASI\\_HALAL\\_TERHADAP\\_PEMASARAN\\_PRODUK](https://www.academia.edu/30576797/PENTINGNYA_SERTIFIKASI_HALAL_TERHADAP_PEMASARAN_PRODUK) (last updated on July, 7 2018 at 08.00)

Friska Ester, I Ketut Sandi Sudarsana. "Peranan Sertifikasi Halal Bagi Konsumen dalam Perlindungan Konsumen", can be accessed at [https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0ahUKEwi0vI\\_V6qXcAhWPXCskHeljB-MQFggyMAE&url=https%3A%2F%2Fjojs.unud.ac.id%2Findex.php%2Fkerthasemaya%2Farticle%2Fview%2F11968%2F8273&usg=AOvVaw0wVJxJL6jgXLqVd9Ata21q](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&ved=0ahUKEwi0vI_V6qXcAhWPXCskHeljB-MQFggyMAE&url=https%3A%2F%2Fjojs.unud.ac.id%2Findex.php%2Fkerthasemaya%2Farticle%2Fview%2F11968%2F8273&usg=AOvVaw0wVJxJL6jgXLqVd9Ata21q) (last updated July 17, 2018 at 16.41)

Inosentius Samsul, *Perlindungan Konsumen: Kemungkinan Penerapan Tanggung Jawab Mutlak*, First Edition, Program Pascasarjana FH-UI, Jakarta, 2004

Imam Salehudin, Bagus Adi Luthfi, "Marketing Impact of Halal Labeling toward Indonesian Muslim Consumer's Behavioral Intention Based on Ajzen's Planned Behavior Theory: Policy Capturing Studies on Five Different Product Categories", paper presented at the Proceeding of 5th International Conference on Business and Management Research (ICBMR), Depok, August 4, 2010, p.2

Lalu Muhammad Fahri, "Strategi Marketing Public Relations Go Food dalam Pembentukan Citra Perusahaan di Kota Surabaya", can be accessed at <http://journal.unair.ac.id/download-fullpapers-comm8eddea96e5full.pdf> (last updated September 14 2018 at 18.01)

Tita Yulis Iriani, “Analisis Dampak Layanan Go Food terhadap Omzet Penjualan Rumah Makan di Kota Bandung”, article can be accessed at <http://repository.unpas.ac.id/33108/4/BAB1.pdf> (last updated September 14, 2018 at 19.04)

Tri Ulfa Wardani, “Pengaruh Kualitas Pelayanan Terhadap Kepuasan Konsumen pada Bisnis Jasa Transportasi Gojek”, can be accessed at <http://repository.uinsu.ac.id/3449/1/tri%20ulfa%20wardani.pdf> (last updated on September 14 2018 at 17.15)

### **Electronics Data**

Danang Sugianto, “3,040 Restoran di Indonesia Tidak Mempunyai Sertifikat Halal” Wednesday, December 28, 2016, article can be seen at <https://economy.okezone.com/read/2016/12/28/320/1577483/3-040-restoran-di-indonesia-tidak-mempunyai-sertifikat-halal> (last updated July 9, 2018 at 12.00 P.M.)

Go Food, “Cara Daftar Go Food Secara Online & Biaya Kerjasamanya”, Monday, July 30, 2018 article can be accessed at <https://www.go-jek.com/blog/cara-daftar-go-food/> (last updated October 10, 2018 at 08.00)

Go Jek, “Syarat dan Ketentuan – Ketentuan Penggunaan”, article can be accessed on <https://www.go-jek.com/terms-and-condition/> (last updated October 11, 2018 at 11.39)

### **Go Resto Conditions section**

Hukum Online, “Bagaimana Pengaturan Sertifikasi Produk Halal bagi Produk Makanan?” Wednesday, July 13, 2016 article can be accessed at <http://www.hukumonline.com/klinik/detail/cl3808/bagaimana-pengaturan-sertifikasi-halal-bagi-produk-makanan> (last updated July 7, 2018 at 12.24)

Hukum Online, “Hati-hati!! Mulai 2019 Produsen Bisa Terjerat Pidana Karena Masalah Sertifikat Halal Produk” Friday, August 18, 2017, article can be accessed at <https://www.hukumonline.com/berita/baca/lt5996bca9b3338/hati-hati-mulai-2019-produsen-bisa-terjerat-pidana-karena-masalah-sertifikat-halal-produk-> (last updated October, 29, 2018 at 22.01)

Hukum Online, “Pahami 5 Hal Berikut Agar Pelaku Usaha Tak Langgar UU Jaminan Produk Halal” Sunday August 20, 2017, article can be accessed at <http://www.hukumonline.com/berita/baca/lt5998e2b42365b/pahami-5-hal-berikut-agar-pelaku-usaha-tak-langgar-uu-jaminan-produk-halal> (last updated July 7, 2018 at 12.24)



LPPOM MUI – Lembaga Pengkajian Pangan Obat-obatan dan Kosmetika Majelis Ulama Indonesia, “Persyaratan Sertifikasi Halal MUI”

LPPOM MUI - Lembaga Pengkajian Pangan Obat-obatan dan Kosmetika Majelis Ulama Indonesia, “Prosedur Sertifikasi Halal MUI”

LPPOM MUI - Lembaga Pengkajian Pangan Obat-obatan dan Kosmetika Majelis Ulama Indonesia, “Sertifikat Halal MUI”

### **Interviews**

Interview with Diah, Representative of Toko Roti Week N Spesial Bluder

Interview with Dika, Es Bang Jo’e Employee

Interview with Ivan Imam, Go Food Consumer

Interview with Muchso N, Manager of Chick n Roll

Interview with Nazati Nailul, Go Food Consumer

Interview with Sebastian, General Manager of Bika Ambon Larizo