



IMPLEMENTATION OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION IN SHARIA ECONOMIC PERSPECTIVE

Amiruddin Kadir

Department of Islamic Banking, Faculty of Economics and Islamic Business,
Universitas Islam Negeri Alauddin Makassar
Sultan Alauddin Street No. 63, Gowa, Indonesia, 92113
Email: febiamiruddin@gmail.com

Abstract: This study aims to discuss how the application of the law in protecting consumers and from a religious point of view, namely Islamic law. The existence of a consumer protection law is able to regulate the production of business actors so that they do not do things that can harm consumers. It is very worrying because the position of consumers here is very weak, given the lack of consumer knowledge and awareness on each side, both business actors and consumers. This study focuses on the application of UUPK in protecting the rights of consumers, demanding compensation from business actors if consumers are harmed. The method used in this research is library research or literature review, which collects data from the literature and other sources that support and relate to the discussion in this study. The results show that the application of Law Number 8 of 1999 concerning Consumer Protection (UUPK) is in line with Islamic economics, where this law is equally prioritizing the safety and comfort of consumers. In the UUPK it is also emphasized that one of the rights of consumers in article 4 paragraph (c) is the right to correct, clear and honest information regarding the conditions and guarantees of goods and or services, this is also recommended in Islam not to be fraudulent, honest and not prejudice weighing scales or deceiving, but the current realization is not optimal, so this UUPK has a task in its realization so that it can be optimized,

Keywords: consumer protection, Law No. 8 of 1999, sharia economic

Abstrak: Penelitian ini bertujuan untuk membahas bagaimana penerapan hukum dalam melindungi konsumen dan dari sudut pandang agama yaitu hukum Islam. Adanya undang-undang perlindungan konsumen mampu mengatur produksi para pelaku usaha agar tidak melakukan hal-hal yang dapat merugikan konsumen. Hal ini sangat memprihatinkan karena posisi konsumen di sini sangat lemah, mengingat minimnya pengetahuan dan kesadaran konsumen di setiap sisi, baik pelaku usaha maupun konsumen. Kajian ini berfokus pada penerapan UUPK dalam melindungi hak konsumen, menuntut ganti rugi dari pelaku usaha jika konsumen dirugikan. Metode yang digunakan dalam penelitian ini adalah penelitian kepustakaan atau *literature review*, yaitu mengumpulkan data dari literatur dan sumber lain yang mendukung dan berhubungan dengan pembahasan dalam penelitian ini. Hasil penelitian menunjukkan bahwa penerapan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK) sejalan dengan ekonomi Islam, dimana undang-undang ini sama-sama mengutamakan keamanan dan kenyamanan konsumen. Dalam UUPK juga ditegaskan bahwa salah satu hak konsumen dalam Pasal 4 ayat (c) adalah hak atas informasi yang benar, jelas dan jujur mengenai keadaan dan jaminan barang dan atau jasa, hal ini juga dianjurkan dalam Islam untuk tidak curang, jujur dan tidak berprasangka menimbang atau menipu, namun realisasi saat ini belum optimal, sehingga UUPK ini memiliki tugas dalam realisasinya agar dapat lebih optimal,

Kata Kunci: ekonomi syariah, perlindungan konsumen, UU No.8 Tahun 1999

Introduction

The issue of consumer protection is increasingly being discussed. This problem will never run out and will always be the subject of discussion in the community. As long as there are still many consumers who are harmed, the problem will never be resolved. Therefore, the issue of consumer protection needs to be considered. Consumer rights that are ignored by business actors need to be carefully observed. In the current era of globalization and free trade, there are many kinds of goods/services products that are marketed to consumers in the country, either through promotions, advertisements, or direct offers of goods.

The problems faced by consumers are not just how to choose goods, but are far more complex than that which involves the awareness of all parties, both entrepreneurs, governments and consumers themselves about the importance of consumer protection. Entrepreneurs realize that they must respect

consumer rights, produce quality goods and services, safe for use or consumption, following applicable standards, at appropriate prices. The government realizes that laws and regulations are needed in all sectors related to the movement of goods and services from entrepreneurs to consumers. The government is also tasked with overseeing the proper passage of these regulations and laws (Barkatullah, 2008).

The national industry and trade sector has produced a wide variety of goods and/or services that can be consumed. In addition, globalization and free trade supported by advances in telecommunications and information technology have expanded the space for the flow of goods and/or services transactions across the boundaries of a country, so that the goods and/or services offered vary both in foreign production and production. domestic.

Such conditions on the one hand have benefits for consumers because the consumer's needs for the desired goods and/or services can be fulfilled and the freedom to choose various types and quality of goods and/or services is wider in accordance with the wishes and abilities of consumers. and the phenomena mentioned above can result in the position of business actors and consumers being unbalanced and consumers being in a weak position. Consumers become the object of business activity to reap the maximum profit by business actors through promotional tips, sales methods, and the application of standard agreements that are detrimental to consumers.

Based on the conditions as described above, it is necessary to empower consumers through the formation of laws that can protect the interests of consumers in an integrative and comprehensive manner and can be applied effectively in the community. Based on Law Number 8 Article 1 Point 1 of 1999, concerning consumer protection it is stated that:

"Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers"

Legal certainty to protect consumer rights, which is strengthened through special laws, provides hope that business actors will no longer be arbitrarily harmful to consumers' rights. With the Consumer Protection Law and other legal instruments, consumers have equal rights and positions, and they can sue or sue if it turns out that their rights have been harmed or violated by business actors. With the enactment of the issue of consumer protection, it is possible to do reverse proof if there is a dispute between consumers and business actors. Consumers who feel that their rights have been violated can file a complaint and process their case legally at the Consumer Dispute Resolution Agency (BPSK). In addition, this Law on Consumer Protection in its implementation continues to give special attention to small and medium-sized business actors. This is done through efforts to foster and apply sanctions for violations.

The purpose of the planned implementation, development and regulation of consumer protection is to increase the dignity and awareness of consumers, and indirectly encourage business actors to carry out their business activities with a full sense of responsibility. What consumers need to realize is that they have rights that are protected by Law Number 8 of 1999 concerning Consumer Protection so that they can exercise social control over the actions and behavior of entrepreneurs and the government. With the enactment of Law Number 8 of 1999 concerning Consumer Protection, it is hoped that consumer protection efforts in Indonesia can be given more attention.

Legal protection for consumers is very important, both materially and formally, given the increasing speed of science and technology which is the driving force for the productivity and efficiency of producers of goods or services produced in order to achieve business goals. On the other hand, progress and consumer awareness are still relatively low, resulting in an imbalance between consumers and business actors. This imbalance is exacerbated by the low level of awareness, concern and sense of responsibility of business actors regarding consumer protection both in producing, trading and advertising.

The main factor that becomes the weakness of consumers is the level of consumer awareness of their rights is still low. This is mainly due to the low level of consumer education. Therefore, Law Number 8 of 1999 concerning Consumer Protection is intended to be a strong legal basis for the government and non-governmental consumer protection institutions to make efforts to empower consumers through consumer guidance and education. This empowerment effort is important because it is not easy to expect

the awareness of business actors that basically the economic principle of business actors is to get the maximum possible profit with the minimum possible capital. This principle has the potential to harm the interests of consumers, either directly or indirectly.

It is undeniable that the current position of consumers is very weak, partly because the level of awareness and the level of consumer income is still relatively low. This is further exacerbated by business ethos that are not true, such as business must aim solely for profit, business does not have a conscience and so on. Attention to protection alone or in groups with other people, under any circumstances must be a consumer for a particular product or service.

Many cases are quite detrimental to consumers, usually this is due to the sale of consumer goods that do not meet the requirements or standards regarding quality, composition, artificial origin, ability or bargaining power, production methods, packaging or products, resulting in losses both to the health and soul of consumers. Concerning the relationship with consumer protection, what often happens is the demand for rights put forward by consumers because they feel aggrieved by a product or service (Imayanti et al., 2007). And regarding how to file a claim (lawsuit) can be done in groups, because of the many cases involving many consumers.

As in the case of a power outage in most parts of Java and Bali for 10 (ten) hours on April 13, 1997. In this case, the Indonesian Consumers Foundation (YLKI) not only acts for itself, but also represents other electricity consumers who are victims and suffered a loss (Shofie, 1999). Consumers' weaknesses can be seen from economic, social, political, and cultural backgrounds. In dealing with business actors, these weaknesses revolve around ignorance or ignorance of the qualifications of goods due to technological advances, consumer weaknesses in terms of bargaining.

Today, in fact, there has been growing public awareness about the need for consumer protection which began in developed countries, if in the past it was industrialists who were seen as very instrumental in the development of the country's economy so that they received great attention, nowadays consumer protection is getting more attention in accordance with increasing protection of human rights. Protection of consumers is related to business activities, namely trade in goods and services within the scope of economic activity. However, it cannot be separated from other aspects such as law, religion, education, social and culture.

One thing that needs to be observed is the issue of consumer protection in the perspective of Islamic economics. This is important because the majority of Indonesia's population is Muslim, thus the values of Islamic teachings should underlie the laws and regulations that regulate people's economic activities in various fields. Muslim society is not free without control in producing all natural resources, distributing them or consuming them. It is related to the knot of creed and noble ethics, as well as to Islamic laws. Norms and ethics are the soul of Islam that evokes the life of every rule and shari'a.

A number of instructions from the Qur'an encourage Muslims to obey and implement all the rules that have been set to maintain harmony in society and build relationships in a business without anyone being harmed, and realize that the law is made solely to protect or protect society, as in QS. An-Nisaa '4: 59 has been explained namely:

أَيُّهَا الَّذِينَ آمَنُوا أَطِيعُوا اللَّهَ أَطِيعُوا الرَّسُولَ أُولَى الْأَمْرِ إِنْ أَرَعْتُمْ إِلَى اللَّهِ الرَّسُولِ إِنَّ اللَّهَ الْيَوْمَ الْأَخِيرُ

Meaning:

“O you who believe, obey Allah and obey the Messenger (His), and the ulil amri among you. Then if you disagree about something, then return it to Allah (the Quran) and the Messenger (His Sunnah), if you truly believe in Allah and the Last Day. that is more important (for you) and better as a result.”

The above verse has explained that obeying Allah and His Messenger is an obligation for Muslims, because the rules of Allah and His Messenger are an absolute truth. While the regulations made by the government or positive law do not all have to be obeyed. Except, regulations that are in accordance with the law of Allah and His Messenger. In other words, business actors are responsible for producing goods or services, be honest and trustworthy in accordance with business ethics, so that consumers do not

become easy targets in a business that will harm consumers. So, business actors and consumers must clearly know the rights and obligations of each party.

The current reality is that being honest and trustworthy as described above is rarely found in economic activity. One of them is cheating by manipulating the scales they use in trading and by doing so, the profits of business actors will increase and consumers will feel very disadvantaged by this. Whereas the goods that are the object of buying and selling must be certain enough, at least the shape and amount can be determined (Subekti, 1979). It can be concluded that business actors have violated their obligations as regulated in Law Number 8 of 1999 concerning Consumer Protection.

Consumer protection is regulated in Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia explaining that consumer rights include:

“The right to comfort, security and safety in consuming goods and or services, the right to choose the goods and or services and to obtain the goods and or services in accordance with the exchange rate and conditions as well as guarantees that are promised the right to be treated or served correctly and honestly and not discrimination, the right to receive compensation, compensation and or replacement, if the goods and or services received are not in accordance with the agreement or not properly, and so on.”

Elucidation of Article 1 of Law Number 8 of 1999 concerning Consumer Protection, namely: Consumers are every person who uses goods and or services available in the community, both for the benefit of themselves, their families, other people and other living creatures and not for trading. Consumers are protected from any actions of producers of goods and or services, importers, distributors, sellers and any party that is in the trade route of these goods and or services, which are generally referred to by the name of the business actor.

The consumer behavior law emphasizes that business actors are obliged to guarantee the quality of goods and or services produced and or traded based on the provisions of the applicable quality standards of goods and or services. Business actors are prohibited from producing and or trading goods and or services that do not meet or are not in accordance with the required standards. Indonesia as a country whose population is mostly Muslim, makes the Muslim community the main market share in this country. The rights of the Muslim community as consumers should be guaranteed by the government through various products of legislation.

Legal protection is defined as a form of providing legal certainty for the community (consumers) in the event of injustice and arbitrariness in both criminal and civil forms. Legal protection for consumers can be carried out amicably between consumers and business actors, or through the intermediary of the National Sharia Arbitration Board, or reporting to the Consumer Dispute Settlement Agency, or by filing a lawsuit to the District Court or Religious Court.

As the current era of economic globalization increases, consumers as users of goods and or services often become objects of business activity to reap the maximum profit. It is not uncommon for business actors to promote, sell or implement standard agreements that are detrimental to consumers. The low level of awareness and legal education adds to the weak position of consumers. The government itself has ratified the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection (UUPK), which in some respects is in accordance with Islamic business ethics. However, some prohibitions and imperatives in Islamic business ethics are still not contained, especially in the case of the prohibition of buying and selling of goods and or services that are forbidden, the prohibition of usury and the obligation to pay zakat, so that Muslim consumers feel they have not been protected kaffah.

Therefore, efforts to resolve disputes out of court can be carried out by deliberation between business actors and consumers in order to reach an agreement on the form and amount of compensation and or regarding certain actions to ensure that the losses suffered by consumers do not recur. This is confirmed in Article 47 of Law Number 8 of 1999 concerning Consumer Protection. Consumers can also ask for help from non-governmental organizations such as the Indonesian Consumers Foundation or the Consumer Dispute Resolution Agency to fight for their rights.

Any form of loss suffered by the consumer can be brought to court regardless of the size of the loss suffered. The interests of the plaintiffs (consumers) can not only be measured solely from the value of

the money lost, because the door of justice should be open to anyone, including small and poor consumers.

In this study, the author discusses how the application of consumer protection according to the law and how the views of Islamic economics on the application of the law. In this study, we will also explain the meaning, principles and objectives of consumer protection which may be useful for readers, especially students in the future.

Materials and Methods

The method used in this research is library research or literature review, which collects data from the literature and other sources that support and are related to the discussion in this study. As well as using analytical methods including the comparative method, namely analyzing data by comparing one opinion with another opinion, then drawing conclusions so that the similarities and differences from the existing discussion appear.

Result and Discussion

A. Islam in consumer protection

It should be grateful that now Indonesia has a law that regulates consumer protection. Namely the issuance of Law Number 8 of 1999 concerning Consumer Protection (Shofie, 2002). In the law, it is stated that the rights of consumers are the rights to comfort, security and safety in consuming goods and/or services. This law shows that every consumer, including Muslim consumers who make up the majority of consumers in Indonesia, has the right to obtain goods and services that are comfortable for them to consume. Furthermore, this law also states that consumers have the right to correct information.

The explanation above gives us an understanding that the halal information provided by the company must be true or have been tested first. Thus, companies cannot and immediately claim that their products are halal, before going through the prescribed halal testing (Law of the Republic of Indonesia Number 8 of 1999). The existence of this law is expected to create a good legal and social order, and a balance between producers and consumers is good, so as to create a healthy and dynamic economy so that the prosperity and welfare of the Indonesian people can be achieved.

The buyer or consumer should receive the goods in good condition and at a reasonable price. They must also be notified if there are deficiencies in an item (Beekum, 2004). Islam prohibits the following products when dealing with consumers or buyers: (1) Use of inappropriate measuring tools or scales; (2) Hoarding and price manipulation; (3) Sale of counterfeit or damaged goods; (4) Vow to support a sale; (5) Buying stolen goods; and (6) Prohibition of taking interest or usury.

This proves that Islam is a universal religion, because it regulates all human needs and activities, including muamalah, for example, economy and business based on the Qur'an and as-Sunnah. Al-Quran is a revelation that was sent down for various purposes. Among these goals are the eradication of material and spiritual poverty, ignorance, disease and suffering of life as well as human exploitation of humans in the social, economic, political and religious fields. In addition, the Qur'an is also a source of religious teachings. Islam concerns all dimensions of human life. With the purpose of its existence, the Qur'an is a source of teachings that contain values and norms that regulate human activities, including economic and business activities. If we talk about consumers, at first they did not know ethnicity. But we as Muslims should be able to choose which products are safe for consumption by Muslims. In other words, there is legality. For example, consumer rights in hygiene, health, safety,

Halal food cases that can doubt the community will have a negative impact not only on the company itself, but also on the economic growth of the community and the nation in general. The most important thing for a Muslim in terms of food and drink is something that is closely related to worship. The Indonesian Ulema Council (MUI) which is a forum for deliberations of the Zu'ama scholars and Muslim scholars is seen as the most competent institution in providing answers to socio-religious problems (*ifta*) that always arise faced by the Indonesian people. This is because this institution is a forum for all Indonesian Muslims with various tendencies and schools of thought, therefore the fatwa issued by the

MUI is expected to be accepted by all circles and levels of society, and is also expected to be a reference for the government in making policy.

One of the tangible manifestations of MUI's efforts is the establishment of the Indonesian Ulama Council (LPPOM MUI) food, medicine, and cosmetic study agency. The function of this institution is to conduct research, audit and study thoroughly and thoroughly on processed products. The results of the research are then brought to the fatwa commission to be discussed in the commission session and then the law is issued, namely the halal fatwa, if it is believed that the product in question does not contain elements of unclean or unclean objects.

It is clear how Islam takes care of consumers, so that consumers get their rights, especially Muslim consumers can consume an item that is clearly halal. Because this is definitely very important to remember because it involves worship.

B. The relevance between Law Number 8 of 1999 and the Islamic economic view on consumer protection

Based on Law Number 8 Article 1 Point 1 of 1999 concerning Consumer Protection, it is stated that "*Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers*". Legal certainty to protect consumer rights, which is strengthened through special laws, provides hope that business actors will no longer be arbitrarily harmful to consumers' rights. With the existence of Law Number 8 of 1999 concerning Consumer Protection and other legal instruments, consumers have rights and a balanced position, and they can sue or sue if it turns out that their rights have been harmed or violated by business actors.

The law states that consumer rights are the right to comfort, security and safety in consuming goods and or services. This law shows that every consumer, including Muslim consumers who make up the majority of consumers in Indonesia, has the right to obtain goods and services that are comfortable for them to consume. Furthermore, this law also states that consumers have the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services. This gives us an understanding that the halal information provided by the company must be true or have been tested first (Law of the Republic of Indonesia Number 8 of 1999).

The purpose of the planned implementation, development and regulation of consumer protection is to increase the dignity and awareness of consumers, and indirectly encourage business actors to carry out their business activities with a full sense of responsibility. What consumers need to realize is that they have rights that are protected by the consumer protection law so that they can exercise social control over the actions and behavior of entrepreneurs and the government. With the enactment of Law Number 8 of 1999 concerning Consumer Protection, it is hoped that consumer protection efforts in Indonesia can be given more attention.

Increasing the empowerment of consumers in choosing, determining and demanding their rights as consumers, Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information, Growing awareness of business actors about the importance of consumer protection so that an honest and responsible attitude grows in doing business , Improving the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security and safety of consumers. This is something that everyone should pay attention to.

Law Number 8 of 1999 concerning Consumer Protection shows that good faith is emphasized more on business actors, because it covers all stages in carrying out their business activities, so that it can be interpreted that the obligation of business actors to have good intentions starts from the time the goods are designed or produced until the after-sales stage. On the other hand, consumers are only required to have good faith in making purchases of goods and/or services. This is of course due to the possibility of loss to consumers starting from the time the goods are designed or produced by the producer (business actor), while for consumers, the possibility of harming the producer begins at the time of the transaction with the producer.

Al-Quran is a revelation that was sent down for various purposes. Among these goals are the eradication of material and spiritual poverty, ignorance, disease and suffering of life and human exploitation of humans in the social, economic, political and religious fields. In addition, the Qur'an is also a source of religious teachings. Islam concerns all dimensions of human life. With the aim of its existence, the Qur'an is a source of teachings that contain values and norms that regulate human activities including economic and business activities. With the ethics of business economic activities can be packaged properly without harming any party. The principle of Islamic economic creed emphasizes the existence of horizontal dynamics and vertical dynamics in economic life. The vertical dynamics of Islamic economics is the realization of religious obligations so that every work cannot be separated from the dimensions of morality and the radiance of Allah's pleasure. While horizontal dynamics is social meaning in relation to the social obligations of fellow human beings.

The buyer or consumer should receive the goods in good condition and at a reasonable price. They must also be notified if there are deficiencies in an item. Islam prohibits the following products when dealing with consumers or buyers such as the use of improper measuring instruments or scales, hoarding and price manipulation, selling fake or damaged goods, swearing to support a sale, buying stolen goods, prohibition of taking interest or usury (Beekum, 2004).

After briefly observing the relevance of the consumer protection law with the Islamic economic view above, it can be concluded that the two views, both the law and the Islamic economic law, have been in line in terms of protecting consumers, in the sense that the consumer protection law does not violate Islamic rules, because they both prioritize the safety and comfort of consumers.

C. Application of consumer protection according to the law

A case such as the case of fraudulent e-commerce transactions (business transactions) experienced by a student whose news was published in the *Sriwijaya Post* daily, Sunday (6/3) 2011 when conducting electronic transactions via social networking media, chronologically the student was about to shop after getting a tempting offer. in the form of electronic products, the mechanism of which is that these products are offered by providing an overview of information in the form of photographs which are then sent to the victim's account at a discounted price. Armed with his confidence, then he took the initiative to try to buy a product suspected of being a distributor of electronic products in the form of laptops and cellphones domiciled on Batam Island.

Regarding goods sent by business actors, for example, the goods are not delivered to consumers or there is a prolonged delay in delivery, there is damage to the goods sent or the goods sent are defective, and so on. Concerning purchases and payments by consumers whose truth is denied by business actors. For example, business actors only admit that the number of goods ordered is less than what is stated in the purchase that is sent electronically or the price per unit of the goods ordered by consumers is said to be higher than the price stated in the purchase. It can also happen that business actors claim to have not received payments from consumers, when in fact consumers have sent payments for the entire price of goods.

Characteristics of e-commerce like this, consumers will face various legal problems and legal protection regulations for consumers who are currently unable to protect consumer rights in cross-border e-commerce transactions in Indonesia. In e-commerce transactions, there are no more country boundaries, so the consumer protection laws of each country like Indonesia's will not be enough to help, because e-commerce operates across borders. In this regard, legal protection for consumer rights must be carried out with an international approach through harmonization of law and cooperation with law enforcement institutions (Riswandi, 2003).

The phenomenon that is often encountered is the information system that is not in accordance with the quality, quantity and intensity of the product, which is becoming more and more common with the presence of advertisements. Often found advertisements that are too hyperbolic without paying attention to the effects of using the product being advertised. If we take a closer look, advertisements like this can be categorized as "covert fraud", so that consumers or potential consumers are interested in buying them.

One of the purposes of dishonest promotion or advertising is to make the merchandise sell well or attract buyers to buy it, with very little capital and to maximize the profits earned by business actors. In Islam, if advertisements have hidden purposes as above, then it can be called buying and selling whose definition is "Efforts to bring and lead someone in an improper way to accept something that does not provide benefits accompanied by the appeal that the that benefits him, whereas if he knew the nature of the invitation then he would not want to accept it."

Aspects of honesty and morality in doing business really determine the existence of a healthy business. However, for some parties the existence of business ethics is only a barrier in obtaining profits, so that any way is done by them to reap the maximum profit. Therefore Islam strongly opposes dishonesty, cheating and deception. Coercive practices and all forms of actions that harm others. In Islam there is no prohibition on buying and selling, but Islam forbids every act of buying and selling that contains fraud, committing fraud, including business actors who deceive consumers through the advertisements they produce.

Looking at the brief explanation above, it can be seen that Islam is also concerned with legal protection for consumers even though there are no detailed specifications as is the case with laws in Indonesian positive law. The need for legal instruments that can be applied, either in the form of new laws or regulations or legal rules that are adapted to the needs of this media (Sitompul, 2001). Without protection and legal certainty for consumers, Indonesia will only become a dumping ground for inferior goods and services, which is more worrying, making the people's welfare that they aspire to be more difficult to realize.

The more open the free market as a result of the economic globalization market which is marked by the rapid development of technology in the business world, these conditions and phenomena can result in the position of business actors and consumers becoming unbalanced, where consumers are in a weak position. Consumers become the object of business activity in order to obtain the maximum profit by business actors through promotional tips, marketing systems, and the application of standard agreements that can harm consumers.

Islam has offered fundamental principles and guidance to believers for good and ethical behavior in the business field. The principles and instructions offered in Islam can be classified into four types, namely monotheism, justice, freedom of will, and accountability (QS. 2: 19 and QS. 17: 35). The basic principles that have been established by Islam regarding trade and commerce are manifestations of the existence of ethics with benchmarks of honesty, trust and sincerity.

The existence of Law Number 8 of 1999 concerning Consumer Protection can be a legal basis to protect consumers of their rights, so that business actors will be more careful. To protect the public (consumers) of their rights in resolving disputes that occur between business actors and consumers, it is explained in Article 46 (b) of Law no. 8 of 1999 concerning Consumer Protection as follows: (a) Lawsuits for violations of business actors can be made by: (1) A consumer who is harmed or the heir concerned; (2) A group of consumers who have the same interests; (3) A non-governmental consumer protection institution that meets the requirements, namely in the form of a legal entity or foundation, which in its articles of association clearly states that the purpose of establishing the organization is for the benefit of consumer protection and has carried out activities in accordance with its articles of association; and (4) The government or related agencies if the goods and or services consumed or used result in large material losses or no small number of victims; (b) The lawsuit filed by a group of consumers, the Non-Governmental Consumer Protection Agency, or the government as referred to in paragraph (1) letter b, letter c, or d is filed in a general court; and (c) Further provisions regarding large material losses and/or large victims as referred to in paragraph (1) letter d shall be regulated by a government regulation.

The current development is that consumer disputes are increasingly complex and complicated. This happens because the problems faced by consumers are not limited to the problem of defective goods, or goods that are not suitable for consumption and the responsibility of the goods provider.

It is hoped that this consumer protection law will run more optimally, business actors will not dare to take advantage of the ignorance of consumers. The cause of the non-optimality of this law is due to lack of supervision, lack of campaigning through socialization or seminars that there is a law that will

protect consumers so that business actors will not cheat or cheat on what is offered. This is also not necessarily entirely the fault of law enforcement, but business actors and consumers must also raise awareness and know each other's rights and obligations in order to create good cooperation, so that life goes on in an orderly and comfortable manner because of the rules binding.

Conclusion

Based on the description of the discussion in the previous section, two research conclusions were obtained *First*, the implementation of this law has not been fully optimal in the community, due to the lack of supervision and socialization to the public about the consumer protection law. There are many phenomena that occur today that harm consumers through traded products. This is also triggered by a lack of knowledge from consumers about the quality of the products they buy. *Second*, viewed from the perspective of Islamic economics, consumer protection laws are in line with Islamic economics, where these two laws both prioritize the safety and comfort of consumers. Campaigning through socialization or seminars is one of the best solutions that there is a law that will protect consumers so that business actors will not cheat or cheat on what is offered, as has been explained in the Qur'an so as not to cheat or deceive the public. consumers by giving excessive promotions, which are not in accordance with the quality of the goods they have with the aim of consumers buying the products offered without thinking about the impact that will occur on consumers.

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