

## **Islamic Perspective on Consumer Protection in the Online Fashion Business**

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### **ABSTRACT**

Online buying and selling fashion products, or e-commerce, is already quite developed, especially in Indonesia, because it has many benefits. One of them makes it easier for consumers to fulfill their shopping needs because it is more practical and can be accessed anywhere as long as they have an internet connection. However, on the other hand, buying and selling activities through e-commerce also have a negative impact, namely causing legal problems that can cause harm to consumers. With this problem, the transaction is considered invalid because it is not following business ethics and regulations in Islamic law. Therefore, consumers have the right to get consumer protection to meet their needs in online buying and selling transactions of fashion products. This study uses a descriptive qualitative method by collecting data related to the discussion using library and field research techniques and analyzing it using the triangulation method. The researcher obtained the results that business people in online fashion buying and selling had implemented regulations under Islamic law and business ethics, which means that consumer protection has also occurred in the transaction.

**Keywords:** Consumer Protection, Business Ethics, Islamic Law, Online Fashion Business.

### **INTRODUCTION**

Muamalat is an activity of exchanging services, goods, or something that provides benefits in a predetermined manner. One of the muamalat itself is buying and selling. Buying and selling is a human economic activity recommended in Islam, which is allowed as long as it does not violate the provisions of Islamic law (Fitria, 2017). However, nowadays, the development of information technology in the world has progressed so fast and has created economic, social, and cultural changes. The routine

of people who previously carried out buying and selling activities directly (face to face) is now slowly becoming a new habit, namely buying and selling via the internet or online.

Online buying and selling activities are a new method that is quite developed at this time because they can make it easier for consumers to fulfill their shopping needs. Online transactions are excellent because they have advantages, including being more efficient and easy to access anywhere and anytime as long as they have an internet connection (Hardika et al., 2014). According to research by several e-commerce companies, fashion products are still a favorite in e-commerce. Because according to the results of a survey conducted by Katadata Insight Center (KIC) and Kredivo, the number of product transactions reached 22% of the total buying and selling in e-commerce throughout 2020. This scale is the highest compared to other products sold in e-commerce. However, the scale of transactions for fashion products and accessories has decreased compared to 2019, which was 30%. This research was conducted by processing the data of Kredivo users who made transactions in e-commerce. The processed data comes from one million users who shopped in the six largest marketplaces in 2020 (Lidwina, 2022). Nevertheless, on the other side, a phenomenon like this has a negative impact, namely legal problems that can harm consumers. As for the problem in question, there is fraud by the businessman in trading which is done online; delivery is not on time and in the delivery process is prone to damage, the quality of the goods ordered is not following what was promised by the seller.

From the problems above, it can be seen that if the transaction does occur, it is invalid because it is not under ethics and morals in Islamic buying and selling transactions. Islam is a religion that upholds these ethical and moral values, including in economic matters (Yusri, 2019). This information makes legal certainty for consumer protection in online transactions very necessary because consumers have very important rights to enforce and to instill awareness of sellers about the importance of consumer protection so that a responsible and honest attitude grows.

Based on the above framework and based on the context of consumer protection which is not only seen from a spiritual point of view but also a material perspective, the researcher, feels compelled to discuss consumer protection from an Islamic point of

view, whether the fashion business that is sold online is following Islamic business ethics? Moreover, is it already protected by consumer protection or not?

## THEORETICAL BASIS

### Shariah Business

Sharia business consists of two words, namely business and sharia. Business is everything related to buying and selling or trading. The word business in the Qur'an usually uses al-tijarah, al-bai', mu'amalah, and isytara, which means trade (Misbach, 2017). In general, business is defined as an activity carried out by humans to earn income to fulfill life's desires and needs by managing economic resources effectively and efficiently.

As for business in Islam, it can be understood as a series of business activities in various forms which are not limited by the amount (quantity) of ownership of their property (goods/services), including profits, but are limited in the way of obtaining and utilizing their assets or there are halal and haram rules.

Business in Islamic treasures is called tijarah, namely commerce or business. This is based on the word of Allah SWT:

*"O you who believe, do not vainly eat each other's property, except by way of commerce which is carried out with mutual consent. And do not kill yourself. Verily, Allah is Most Merciful to you."* (QS. An-Nisa : 29)

Imam Ibn Kathir argues that in this verse, Allah SWT Mentions that tijarah (commerce) is allowed in Islam as a form of commerce for profit. Tijarah in Islam has a variety of activities, such as selling, renting, mortgaging, and profit-making activities (Prawiro et al., 2020).

It can be understood that business in Arabic is called tijarah, an activity for profit. If the word business is combined with Islam, it can be understood as all activities to obtain profits based on Islamic teachings.

## **Ethics**

Ethics generally refers to the good and bad of human behavior. Ethics is the basis of good and bad that becomes a reference for individual decision-making before carrying out a series of activities. Ethics is not only normative prohibitions but the peak of the accumulation of human intelligence operationalization capabilities; ethics is also called a philosophical system or a philosophy that questions human praxis concerning their responsibilities and obligations (Juliyani, 2016).

Based on the above understanding, the researcher can conclude that ethics is a science that studies human behavior, not only to determine the truth as they are but also to investigate the benefits or advantages of all human behavior.

### **Ethics Function**

The following are some of the functions of ethics:

1. Metaethics, trying to give meaning to the terms and language used in ethical discussion, the way of thinking used in ethical discussion, and the way of thinking used to justify ethical statements. Metaethics questions the meaning of the moral terms used to make moral responses.
2. Normative ethics explains why humans act as they do and the principles of human life.
3. Descriptive ethics descriptively explain the moral experience to determine the will and purpose of actions in human behavior (Nawatmi, 2010).

### **Islamic Business Ethics**

One of the important teachings in Islam is business ethics. The definition of ethics is a code or set of principles by which people live. Ethics is part of philosophy that reviews rationally and critically norms or morality. Thus, morality is different from ethics. Norms are ethics and values about good and bad, while ethics are critical thinking and rational explanations of why something is good and bad (Baidowi, 2011). For example, cheating is bad on a moral level, while critical and rational teachings on why cheating is bad and the reason for thinking are an ethical field. One of the most well-known ethical teachings entering the 21st century is business ethics.

In terminology, the word ethics is very close to the meaning of al-Quran, namely al-khuluq. Al-khuluq comes from the root word khalaqa-khuluqan, which means character, habit, chivalry, and officer hold. The basic word khuluq, namely khalaqa, is very close to the basic word khalaqa-khalqan, meaning to make and create (Nurhisam, 2017).

Djakfar (2012) explaining Islamic business ethics are ethical norms based on the Qur'an and Hadith that must be used as guidelines by anyone in their business activities. Islamic business ethics are morals in running a business following Islamic teachings so that in doing business, there is no need to worry because goodness and truth are guaranteed. Ethical, moral, moral, and values invite people to become good figures. Such as truth, honesty, freedom, justice, and happiness. If this moral value is carried out, it will make a complete human being. Everyone may know values, but the knowledge that guides and guides the behavior of Muslims is only two, namely the Al-Quran and Hadith, as sources and guidelines in life, including in business.

### **Consumer Protection**

Consumer protection in the Islamic economy is to meet the needs of consumers (Muslim communities) in consuming an item. In this context, it can also be interpreted how Islamic economics regulates producers in production activities so that they can provide goods that are consumed with high quality. This is done by applying the Islamic and controlled nature of the market (Wangsi & Rawi, 2018).

Therefore, consumer protection in Islamic economics can be interpreted as an organized movement to protect the economic interests of all consumers (Muslims and non-Muslims). This is done by various government and non-government agencies, not only asking for information, legitimacy, and consumer protection. Consumer rights to accurate and useful goods and services are marketing goods and services. This extends to the level of consumer protection in production activities

When we talk about values and morals in Islamic economics and muamalah, we can see four main values: rabbaniyah (divinity), morality, humanity, and the middle. These values describe the main peculiarities (uniqueness) of Islamic economics. It is a complete uniqueness evident in all based on Islamic teachings (Prawiro et al., 2020).

## E-Commerce

E-commerce or electronic transactions are transactions carried out using information systems. Electronic commerce (E-commerce) is business activities involving consumers, manufacturers, service providers, and intermediaries using computer networks, namely the internet. E-commerce has covered the spectrum of commercial activities. Currently, transactions in e-commerce are almost entirely done using web-based technology. The term e-commerce refers to a transaction carried out through an electronic medium such as the internet, which includes the web, internet, and extranets (Mustofa, 2012).

In the view of Islam, e-commerce transactions have almost the same definition as conventional transactions. Some rules and obligations must follow Islamic principles and are allowed in Islam.

Electronic transactions are allowed because, in the DSN-MUI fatwa (2017), it is stipulated that transactions (contracts) may be carried out orally, in writing, gestures, correspondence, and using electronic media as long as subjective conditions (requirements of 'aqid / parties) and conditions are met objective (shighat contract and contract object / ma'qud 'alaih).

## RESEARCH METHODS

The type of research used is descriptive qualitative. That is a research method based on the philosophy of postpositivism used to examine the condition of natural objects (Sugiyono, 2016). It aims to make it easier for researchers to conduct research that deals directly with reality and focuses on scientific research activities by describing and understanding the observed social phenomena (Hardani, 2013). This study uses qualitative data, namely secondary data such as books, journals, news, laws, and Fatwa DSN MUI related to the research object.

The method used to analyze the data obtained is the triangulation method. A triangulation method is a multi-method approach used by researchers when collecting and analyzing data. The basic idea is that the phenomenon under study

can be well understood to obtain a reliable truth. Therefore, triangulation is an attempt to check the truth of data or information obtained by researchers from various perspectives by reducing the bias during data collection and analysis (Rahardjo, 2010).

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## RESULTS AND DISCUSSION

### Online Fashion Business Consumer Protection in the Perspective of State Law

The explanation section of UUPK Article 1 Paragraph 3 explains that "Business Actors" consist of companies, corporations, BUMN, cooperatives, importers, and distributors. Apart from this understanding, economic actors include traders, retailers, and others, so it has a fairly broad meaning. Of course, a broader understanding of business actors in the UUPK will make it easier for consumers to claim compensation. Consumers who use the product will have no trouble finding who the claim will be filed against because many parties can be sued (Yusri, 2019).

Consumer protection is a term used to describe the legal protection provided to consumers to meet their needs from things that harm them. Consumer Protection Law Number 8 of 1999 is all efforts to guarantee legal certainty to protect consumers. Consumer protection covers various fields, from the active stage of purchasing goods and services to the consequences of using these goods and services, including consumer protection for goods and services. What is included in the Consumer Protection Act Number 8 of 1999 is the purpose of consumer protection, business actors' rights, and consumer rights and obligations.

The importance of legal protection for consumers is due to the weak bargaining power of consumers. For the legal protection of consumers, it is necessary to stand on the weak side (consumers). As global competition continues to grow, consumer protection is a major concern. Legal protection is needed in the face of many products and services that place consumers in a weak bargaining position with competition (Hardika et al., 2014).

## Online Fashion Business Consumer Protection in the Perspective of Islamic Law

Islam has given the freedom to everyone, the freedom to earn a living. As the word of Allah SWT in Q.S Al-Jumu'ah verse 10 which reads:

*"When the prayer has been fulfilled, then you are scattered on the earth; and seek the bounty of Allah and remember Allah much so that you may be successful."*

The above verse tells us that freedom of work and business is one of the basic principles of Islam. Islam not only gives freedom to choose a job but has decided that work is an obligation to earn a living (Ismail, 2010).

Based on the research results that researchers have carried out, in general, online fashion buying and selling business actors follow the concept of buying and selling in Islamic law. The explanation is as follows:

### a. Protection from Counterfeiting and Incorrect Information

Information is the main thing needed by every consumer. Today, the media used by business actors is not only in the form of oral or written promotions but has spread to all available communication and telecommunications media, such as newspapers, television, fax, telephone, and the internet. The development of the use of sophisticated promotional tools puts consumers in a vulnerable condition; even today, consumers are faced with what is known as consumer ignorance, namely the inability of consumers to select information due to technological advances and the diversity of products being marketed so that the public can misuse this Businessmen. Therefore, consumers must be given a sense of security in obtaining truthful and responsible information (Muhammad, 2004).

### b. Prohibition of Fraud, Cheating, and Elements of Gharar

In Islam, doing business online is allowed as long as there are no elements of usury, injustice, monopoly, gharar, and fraud. The conditions for allowing online buying and selling include:

1. There is an agreement between two parties (seller and buyer) that if something unwanted happens by mutual agreement can be continued or canceled



2. Does not violate religious provisions, such as forbidden buying and selling, the occurrence of fraud, monopoly, and fraud (Fitria, 2017).

Based on the word of Allah SWT in Q.S Al-Muthaffiffin verses 1-6, which reads: *"Accidents are for those who cheat. People who, when they receive a measure from someone else, ask to be fulfilled. Moreover, when they measure or weigh for others, they reduce. They did not think that they would be resurrected. One big day. the day (when) man stands before the Lord of the worlds."* The paragraph above explains that in trading or doing business, both traditional and modern, it is forbidden to have elements of fraud and fraud that can harm one party.

Another argument from a hadith narrated by a Muslim reads: *"From Abu Hurairah RA, that the Messenger of Allah forbade the buying and selling of hashah (i.e.: buying and selling by throwing stones) and he also forbade the buying and selling of gharar."* (H.R Muslim, hadith no. 2783). According to this hadith, it can be understood that the Messenger of Allah (SAW) strictly forbade buying and selling that contains elements of gharar or is unclear. Because buying and selling like this is detrimental to one party, the seller and the buyer. This sale and purchase of gharar are not appropriate to the rules of Islamic law (Ziauddin, 2017).

c. Khiyar's rights

In conducting trade, Islam chooses to continue buying and selling or cancel it. The khiyar is divided into three types, such as khiyar conditions, namely the seller in which something is hinted at either by the seller or by the buyer, then khiyar assemblies, meaning that the seller and the buyer may choose to continue the sale and purchase or cancel it. As long as both are still in one place (assembly). If both have separated from the contract, then the khiyar assembly is no longer valid, aka void. Then the third khiyar is khiyar 'aib which means that in this sale and purchase, it is required that the perfection of objects purchased (Suhendi, 2005).

Khiyar is the authority to choose which is given to both parties to the contract (the seller and the buyer) is a right given by Islam as one of the perfect proofs that Islam regulates a transaction, that apart from the pillars and conditions of the sale and purchase contract, Islam also gives a right before proceeding. Contract so that

both parties feel mutually pleased with the contract that has been carried out (Hasanah et al., 2019).

The wisdom of the mandatory right to vote ensures the parties' willingness to the contract. Therefore, the Shari'a only stipulates in certain situations or when one of the parties involved declares it a requirement.

d. Compensation (*Ta'widh*)

The definition of compensation or ta'widh in the treasures of Islamic law is quite varied; as Asmuni Mth explained, the word ta'widh has a variety of meanings, both linguistically and in terms of meaning in the language of ta'widh or interpreted as compensation or dependents, while according to the term ta'widh is a person's responsibility to fulfill rights related to property, physical, or feelings such as defamation (Ashila et al., 2021).

The reason for the occurrence of compensation is the element of ta'addi, namely, committing prohibited acts and not carrying out obligations according to law. Ta'addi can occur because of violating the agreement in the contract that should have been fulfilled. For example, the recipient of the goods deposited does not maintain them properly, the seller is not honest with the customer, or is not committed to the contract they agreed to. Ta'addi can also occur due to violating sharia law, such as in cases of destruction of goods, confiscation, negligence, or intentional wasting of goods (Miharja, 2016).

Errors made by the seller due to negligence or intentionally causing damage to goods or other property, he is obliged to compensate the loss to the customer. The provisions for compensation in Islamic law have been stated in the DSNI-MUI fatwa No. 43/DSN-MUI/VII/2004 concerning compensation.

e. Contract Cancellation (*Iqalah*)

Cancellation of the contract can occur if both parties agree to cancel it; this is also known as iqalah. Al-Iqalah is a condition of both parties agreeing to cancel the contract due to the fault of one of the parties. This is something that is allowed by the Prophet Muhammad, as he said in a hadith, which means "whoever wants to cancel the sale and purchase of a Muslim who regrets, then Allah will erase his sin." (HR. Ibn Majah dan Abu Dawud).

The conditions for iqalah are:

1. There is an agreement between the two parties.
2. Iqalah occurs in contracts that include types of contracts that can be ratified.
3. Cannot add to the price of the basic price because iqalah is a cancellation, but the voider of the contract charges the cancellation fee
4. That the object of the contract is still intact and is in the hands of one of the parties, meaning that if it is carried out and if it is destroyed as much as possible, it can be carried out on the part that is still intact by calculating the price proportionally (Jamil, 2018).

Then the legal provisions regarding iqalah are as follows:

1. Everything related to the contract is also dissolved, such as contracts that follow the principal's contract.
2. Because the contract occurs with the parties' consent, those entitled to perform iqalah are the interested parties. However, this right is also granted by the heirs and representatives (recipients) of the participants without authority with the consequences.
3. The termination of the contract that has been carried out as a legal consequence of the parties is returned to its original status as before the contract was made. Therefore, the object of the contract must still exist.
4. Because iqalah conditions apply khiyar and khiyar defects, for example, if the seller finds a defect in the hands of the buyer or the goods are returned by the buyer that the seller does not know to do iqalah, then he has the right to return the goods to the buyer (not do iqalah)
5. For third parties, iqalah is a new agreement to protect third parties (Anwar, 2007).

## CONCLUSION

From Islamic law, consumer protection in the online fashion business is very important to implement following existing provisions. With this consumer protection, it is very useful for sellers and buyers to increase the dignity and awareness of consumers and indirectly motivate business actors to carry out their business activities with a full sense of responsibility for the form of consumer protection in the online fashion business from the perspective of Islamic law, between other:

- a. Protection from counterfeiting and incorrect information
- b. Prohibition of fraudulent practices, cheating, and containing elements of gharar and other things that cancel the buying and selling activity.
- c. The existence of khiyar rights or the right to choose for consumers when they want to buy fashion products as desired.
- d. There is compensation (ta'widh) from the seller if an error occurs in the sale and purchase transaction, such as damage to the goods or wrong delivery of goods, and so on, where the error occurs accidentally or on purpose.
- e. Iqalah (cancellation of contract), which aims to protect consumers if something unexpected happens, such as after completing the contract to buy an item and it turns out that the item is fake, it is permissible to cancel the contract according to the will of the consumer.

This is a form of consumer protection in Islamic law. Then the right to choose (khiyar), which is also regulated in Islamic law, is a form of consumer protection in buying and selling online.

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