



# Comparative study of Article 10 Letter C of Law of The Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection and sharia business law in online clothing sales

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## ABSTRACT

**Background:** This article discusses the problems faced by buyers in online buying and selling, in the form of advertisements that do not match the products being sold. For this reason, researchers are interested in conducting research with the title Comparative Study of Article 10 Letter C of Law Number 8 of 1999 concerning Consumer Protection and Sharia Business Law in Online Clothes Buying and Selling by examining three online shops, namely Sa\*\*tri.Store 1\*\*6611424, N\*\*la.Fasshion, and Ocyd Clothing Official. **Methods:** The research method uses empirical juridical, with a phenomenological and conceptual approach. Data analysis uses inductive and descriptive methods. The data collection techniques used were observation, interviews, documentation, questionnaires and library data. **Findings:** The results of the research show that the two online stores studied, namely Sa\*\*tri.Store 1\*\*6611424, and N\*\*la.Fasshion are known to have committed fraud with advertising media that is misleading and contains elements of gharar and jahalah. **Conclusion:** Meanwhile, the Ocyd Clothing Official online shop is known to comply with applicable regulations, both from the Consumer Protection Law and Sharia Business Law. **Novelty/Originality of this Study:** Its comparative analysis of Article 10, Letter C of Law Number 8 of 1999 on Consumer Protection with Sharia Business Law, specifically within the context of online clothing sales, provides a unique examination of legal and ethical perspectives. This approach highlights the differences and commonalities in addressing false advertising in Indonesia's burgeoning e-commerce sector.

**KEYWORDS:** advertising; online buying and selling; sharia business law.

## 1. Introduction

The development of technology and the internet has significantly changed shopping patterns in Indonesia (Hartono et al., 2021). In recent years, especially at the peak in 2020 due to the COVID-19 pandemic (Li and Linton, 2021), people have indirectly shifted to using online buying and selling systems, as the government implemented Large-Scale Social Restrictions policies to curb the spread of the coronavirus in Indonesia (Mirabella et al., 2022). With these restrictions, people were unable to freely engage in activities such as buying and selling, making online trading one of the fastest-growing sectors. Over time, people have become accustomed to the convenience of online shopping, and its influence continues to this day.

Online shopping is one of the impacts of the significant development of the internet (Limayem et al., 2000). Nowadays, many people prefer to shop online, especially for clothes,

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to save time and because of the more diverse products offered (Swinyard and Smith, 2003). One of the most popular online shopping activities among the public today is buying clothes online on e-commerce platforms such as Shopee and Lazada, among others (Sanny et al., 2022). These platforms serve as places where sellers and buyers can meet to conduct online transactions (Ruanguttamanun and Peemane, 2022). They offer various trending and latest designs of clothes (Lok et al., 2022). Additionally, these e-commerce platforms provide affordable and friendly prices, further attracting consumers' interest in purchasing clothes (Wongsunopparat and Yunjia, 2022). These platforms generally have an affiliate system, known as affiliate marketing, which pays affiliates who successfully persuade consumers to buy the promoted products, thus earning a commission for sold items. This is a way for e-commerce platforms to expand their marketing reach, as affiliates promote or advertise products on various social media platforms such as Instagram, TikTok, Facebook, and others.

Advertising is a form of promotion widely used by entrepreneurs to promote their products, as it allows them to introduce their products more broadly, making them known to the public and increasing consumer interest in purchasing them (Wuisan and Handra, 2023). Technological development is rapid, especially in communication and information (Heeks, 2010), with media as a tool for conveying information in various forms, such as print media (newspapers, magazines, brochures, etc.) and digital media. Therefore, business actors are required to be creative and innovative in advertising their products (Cantù et al., 2015). Using advertising to market products can significantly increase a company's revenue. However, advertising as a promotional medium can also cause various problems. Advertisers often provide excessive information or promotions, offer extremely low prices, and make their products appear beautiful and impressive (Evans, 2009). Consequently, the information is often unclear, does not match the promotional promises, and seems misleading. One of the most prominent challenges is the prevalence of false advertisements in buying and selling, especially online clothing sales (Malbon, 2013). False advertisements can include misleading information, images that do not match the actual product, and unsubstantiated claims about the product, causing many people to complain about being enticed by attractive offers and exaggerated claims, leading them to purchase products based on false advertisements.

Regulations regarding advertising, in general, already exist, but in reality, many violations by business actors still harm consumers. Many unscrupulous business actors continue to place ads that do not match the actual product quality, especially in online clothing sales, where many business actors use images from other products for advertising, which is very detrimental to consumers, as the posted images differ significantly from the received products in terms of materials and quality.

To protect consumer rights and encourage ethical business practices, the Consumer Protection Law/ *Undang-Undang Perlindungan Konsumen* (UUPK) has established several provisions regulating advertising in trade. Article 10 letter c of the UUPK explicitly prohibits false advertising practices. The provision of Article 10 letter c of the UUPK states: "Business actors offering goods and/or services for trade are prohibited from offering, promoting, advertising, or making false or misleading statements about: c. conditions, liabilities, guarantees, rights, or compensation for goods and/or services." This provision aims to provide consumers with accurate access to information, prevent fraudulent practices, and encourage honest business practices.

On the other hand, sharia business law also pays special attention to aspects of prohibited buying and selling, such as *riba* (excessive interest), *gharar* (uncertainty), and *jahalah* (ambiguity). These principles aim to ensure transactions are conducted with honesty, fairness, and transparency, ensuring no party is harmed. In this context, the Quran provides a foundation related to the prohibition of consuming wealth unjustly, as stated in Surah Al-Baqarah, verse 188, which reads:

وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ وَتُدْنُوا بِهَا إِلَى الْحُكَّامِ لِتَأْكُلُوا فَرِيقًا مِّنْ أَمْوَالِ  
النَّاسِ بِالْإِثْمِ وَأَنْتُمْ تَعْلَمُونَ

*"And do not consume one another's wealth unjustly or send it [as a gift] to the judges in order that you may consume a portion of the wealth of others in sin, while you know [it is unlawful]."*

Several cases have occurred on online stores through platforms such as Instagram, Lazada, and Shopee, including: Case One: The store Sa\*\*tri Store 1\*\*6611424, with indications of violations where the received item did not match the image in terms of clothing cutting. The image received by the buyer differed from the one displayed, with the store advertising the item as high-quality, while it was actually of low quality and did not match the advertisement. Case Two: The store N\*\*la.Fashion, with indications of violations where a kebaya order was not delivered to the consumer. Case Three: The store Ocyd Clothing Official, with indications of violations where the item sent was defective. These three stores are suspected of advertising violations as outlined in Article 10 letter c of the UUPK.

Although both the UUPK and Sharia Business Law aim to protect consumers, there are differences and intriguing approaches that warrant further investigation. Therefore, the researcher is interested in conducting a more detailed study titled "Comparative Study of Article 10 Letter C of Law Number 8 of 1999 Concerning Consumer Protection and Sharia Business Law in Online Clothing Sales."

Research on consumer protection against misleading advertising has attracted the attention of a number of academics, especially in the context of the rapid development of information technology. Several previous studies have made significant contributions to identifying problems and alternative solutions related to this issue. Harahap generally discusses legal protection for consumers due to misleading advertising (Harahap, 2019). This study has provided a strong theoretical basis for consumer protection in positive law. However, the focus of this study is broader and has not been specific to the context of online buying and selling, especially from the perspective of sharia business law. Mubarok focuses his study on consumer protection against misleading skincare product advertisements on the internet (Mubarok, 2017).

This study has provided a clear picture of the problems that often occur in the beauty sector. However, the scope of this research material is limited to skincare products and does not cover other products, such as clothing. Then Ananda also analyzes legal protection for consumers regarding product advertisements on social media that do not meet the criteria of business actors (Ananda, 2020). This study has highlighted the importance of the role of social media in marketing activities and at the same time the challenges faced by consumers. However, this study focuses more on the legal aspects of business actors and has not discussed in depth the implications of sharia law in this context. The research to be conducted seeks to fill the gap in previous research by focusing on the prohibition of false advertising in online clothing sales from the perspective of Sharia Business Law.

This study aims to compare the provisions of Article 10 letter c of the UUPK and sharia business law in the practice of online clothing sales. By analyzing the similarities and differences between these two legal frameworks, it is hoped that it can produce a deeper understanding of how consumer protection can be strengthened and the implementation of ethical business principles can be realized in this increasingly digitized modern trade. This study is also relevant in a broader context, because it not only considers the positive legal aspects contained in the UUPK, but also bridges the ethical values that underlie business practices in the perspective of sharia business law. Thus, this study is not only a contribution to the legal literature, but also provides useful insights for business practitioners, academics, and regulators in an effort to maintain market integrity in this digital era.

## 2. Methods

This research employs a juridical-empirical research method (Saputra and Widayati, 2020), which aims to examine how normative legal provisions are applied or implemented directly in the context of legal events occurring in society. This study requires primary field data for analysis, which will be combined with legal materials (secondary data) and primary data obtained from the field.

Data collection techniques include observation, interviews, documentation, literature review, and questionnaires. The objects of this research are three online stores: Sa\*\*tri Store 1\*\*6611424, N\*\*la.Fashion, and Ocyd Clothing Official. The data analysis techniques use two methods: Inductive and Descriptive (Azungah, 2018). The Inductive method is an approach that systematically, concretely, and accurately describes or portrays facts, characteristics of the population, and interactions among the elements being studied. The Descriptive method is used to describe the condition of a subject, such as individuals, institutions, communities, and other entities.

This study uses two approaches, namely the phenomenological approach and the conceptual approach. The phenomenological approach aims to find or discover the meaning and significance of life experiences. While the conceptual approach is based on views and teachings or principles that develop in the field of law.

## 3. Results and Discussion

### 3.1 Research results

#### 3.1.1 Online clothing sales practices at N\*\*la.Fashion, Satri.Store 1\*\*6611424, and Ocyd Clothing Official

From the research findings, it is noted that the three online stores in question have made various claims related to their advertising practices. These claims are as follows: N\*\*la.Fashion: Products can be returned if there are discrepancies in size, quality, or if the item does not match the real picture; Warranty claims can be made if within one day of receiving the item; Products are guaranteed to be original. Sa\*\*tri Store 1\*\*6611424: Items match the pictures in the advertisement; Fabric is comfortable and cool; Major discounts; Low-priced products with good quality. Ocyd Clothing Official: Accepts returns if there are discrepancies between the item and the advertisement; Limited edition; Quality products.

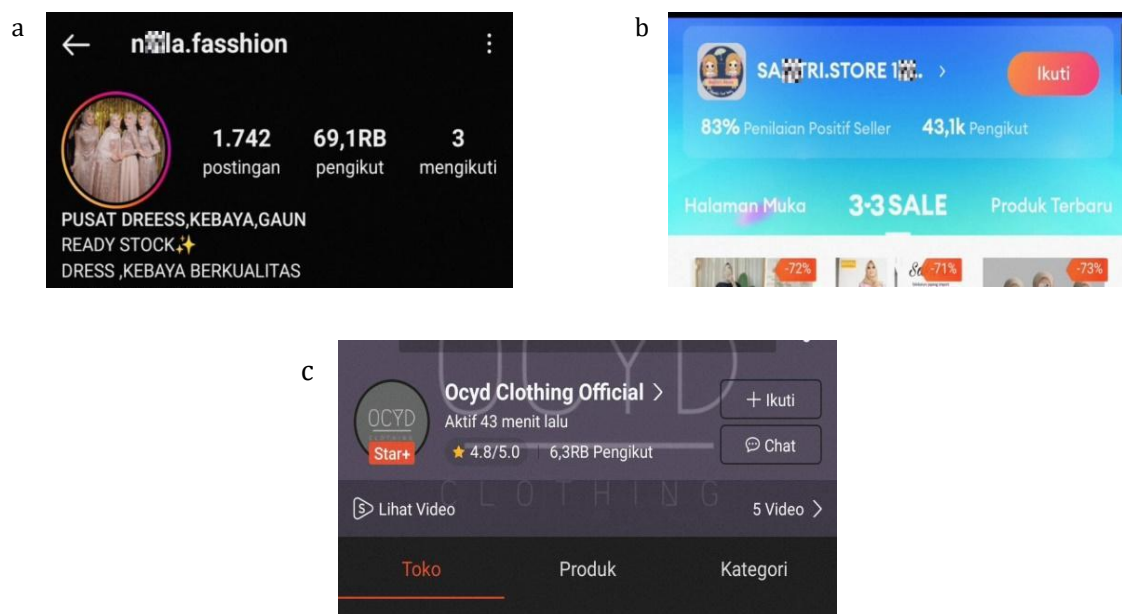


Figure. 1. Social media (a) N\*\*la.Fashion; (b) Satri.Store 1\*26611424; (c) Ocyd Clothing Official

It was found that these claims did not match the reality. The first case involves N\*\*la.Fashion, which was found to have committed advertising fraud by not sending the ordered items and blocking the buyer's account. The store used convincing and promising advertisements, bolstered by a significant number of followers, which attracted potential buyers.

Similarly, Sa\*\*tri Store 1\*\*6611424 was found to have committed advertising fraud by providing products of much lower quality than advertised. The advertisement on the seller's page showed that the product prices were affordable with good quality, tempting people with the advertised price. In the final case, Ocyd Clothing Official was found to have delivered defective products, though they offered a warranty. However, the buyer decided not to return the item due to the lengthy process compared to repairing it themselves.

### *3.1.2 Perspective of article 10 Letter C of Law number 8 of 1999 concerning consumer protection regarding the prohibition of false advertising in online clothing sales at N\*\*la.Fashion, Sa\*\*tri.Store 1\*\*6611424, and Ocyd Clothing Official*

The application of Article 10 letter c related to the prohibition of false and misleading advertising in online clothing sales covers conditions, liabilities, guarantees, rights, and compensation. N\*\*la.Fashion: Regarding conditions, the store's advertisement displays the product in good and clear condition; however, the product was not intentionally sent by the seller, who blocked all accounts related to the buyer, including Instagram and WhatsApp. Regarding guarantees, the seller promised a return within one day after receiving the item if there were discrepancies or defects. However, this guarantee was false, and no further action was taken regarding the undelivered item. Concerning rights, the seller offered the right to complain if there was a product discrepancy but did not provide this right by unilaterally cutting off communication between the seller and buyer before the transaction was completed. Regarding compensation, the seller promised to provide a refund or compensation if the product did not meet the expected size, quality, or model, either by returning a certain amount of money or the product itself.

Sa\*\*tri.Store 1\*\*6611424: Regarding conditions, the store's advertisement showed the product in good condition with a clear description of materials, size, and pattern (Pieters and Wedel, 2004). However, the actual product differed significantly in model and cutting, making it look very different from the photo on the display. Regarding rights, the seller provided the right to complain about product discrepancies, but these complaints were ignored by the store. Concerning compensation, the seller promised to provide compensation if the product did not match the advertised size, quality, or model by refunding money or accepting the return of the product. However, after complaints were made, there was no response or compensation provided by the seller.

Ocyd Clothing Official: Regarding conditions, the product advertised appeared to be of good quality with no defects, but upon arrival, it had defects. Concerning guarantees, liabilities, and compensation, the store promised to handle complaints and accept returns. However, buyers did not exercise this right due to the lengthy return process. Regarding conditions, the store advertised the product as being in good and quality condition, but the actual product had defects in the sleeves with stitching that made it unwearable. Regarding liabilities, the seller accepted responsibility for any losses caused by the product. Concerning guarantees, the seller promised to return the product if it did not meet expectations or had defects. However, consumers did not claim this guarantee and gave a 5-star rating, so the seller was unaware of the defects. Regarding rights, buyers had the right to voice their opinions and complaints about the received product but did not use this right to claim their losses. Concerning compensation, the seller promised to provide compensation or a refund if the product did not match the advertised size, quality, or model by accepting the return of the product.

### 3.1.3 Perspective of sharia business law on the application of the prohibition of false advertising in online clothing sales at N\*\*la.Fasshion, Satri.Store 1\*\*6611424, and Ocyd Clothing Official

The perspective of sharia business law on the prohibition of false advertising in online clothing sales: N\*\*la.Fasshion: The online store N\*\*la.Fashion is found to be involved in practices of uncertainty (gharar) and lack of transparency in its transactions, specifically regarding: uncertainty about shipping, uncertainty about ownership, and unclear return policies. Sa\*\*tri.Store 1\*\*6611424: The online store Sa\*\*tri Store 1\*\*6611424 is found to engage in ambiguity and lack of transparency in its transactions, specifically regarding: ambiguity about the product, unclear return policies, and ambiguity about prices. Ocyd Clothing Official: The online store Ocyd Clothing Official is found to exhibit ambiguity or lack of transparency in its transactions, specifically regarding: uncertainty about the product.

## 3.2 Discussion

### 3.2.1 Analysis of Online Clothing Sales Practices at N\*\*la.Fasshion, Sa\*\*tri Store 1\*\*6611424, and Ocyd Clothing Official\*\*

The online store N\*\*la.Fasshion falls into the category of false and misleading advertising because it deliberately failed to deliver the ordered clothing and the advertisement was deceptive. Similarly, Satri.Store 1\*\*6611424 also engages in false advertising as it promotes clothing that does not match the received items, differing in quality and not matching the real picture. On the other hand, Ocyd Clothing Official, after deeper analysis, has been found to have advertised correctly. Although there were defects in the delivered product, it appears to be an unintended issue, supported by the store's good ratings and substantial number of real followers.

Additionally, the store provides a guarantee for discrepancies and defects, and some buyers have returned items they felt were not as advertised. In this case, buyers did not make any complaints or leave reviews, giving the store a good rating. Therefore, the analysis suggests that Ocyd Clothing Official did not engage in false or misleading advertising and met its advertised claims.

### 3.2.2 Analysis of the perspective of article 10, Letter C of Law no. 8 of 1999 on consumer protection regarding the prohibition of false advertising in online clothing sales at N\*\*la.Fasshion, Sa\*\*tri Store 1\*\*6611424, and Ocyd Clothing Official\*\*

N\*\*la.Fasshion:\*\* In the transactions conducted by Naila.Fasshion, several aspects are not applied by this online store, and it is suspected of engaging in deceptive advertising not aligned with advertising ethics. Additionally, the store is suspected of violating the advertising rules stipulated in Article 10, Letter C of the Consumer Protection Law (UUPK). The analysis shows that N\*\*la.Fasshion has violated 4 out of 5 points in Article 10, Letter C of UUPK, specifically regarding conditions, guarantees, rights, and compensation. The business did not provide claims for liability, thus confirming that N\*\*la.Fashion does not comply with Article 10, Letter C of Law No. 8 of 1999 on Consumer Protection regarding the prohibition of false advertising in online clothing sales.

Sa\*\*tri Store 1\*\*6611424: In the advertising activities conducted by Sa\*\*tri Store 1\*\*6611424, several aspects are not applied, and the store is suspected of violating advertising regulations due to discrepancies between advertisements and actual products. The data collected clearly shows that Sa\*\*tri Store 1\*\*6611424 does not adhere to advertising ethics. The store is also suspected of violating the advertising rules stipulated in Article 10, Letter C of UUPK. The analysis reveals that Sa\*\*tri Store 1\*\*6611424 has violated 3 out of 5 points in Article 10, Letter C of UUPK, specifically regarding conditions, rights, and compensation. The store did not provide claims for liability and guarantees, thus confirming that Sa\*\*tri Store 1\*\*6611424 does not comply with Article 10, Letter C of Law No. 8 of 1999

on Consumer Protection regarding the prohibition of false advertising in online clothing sales.

Ocyd Clothing Official: In the advertising activities conducted by Ocyd Clothing Official, 1 out of 5 points in Article 10, Letter C of UUPK regarding defective product conditions was not applied. However, the store provided a clear and complete description of the clothing sold and even offered a guarantee for discrepancies and defects. The buyers did not claim this guarantee, and the store had a good product rating of 4.9/5 from 287 reviews, a store rating of 4.8/5, and 5,500 followers. The store adheres to the applicable rules, although there was an accidental defect in the shipped product. The analysis indicates that the seller meets the criteria for online sales and complies with Article 10, Letter C of Law No. 8 of 1999 on Consumer Protection regarding the prohibition of false advertising in online clothing sales.

Despite specific differences in buyer experiences across platforms, common factors leading to deception include a lack of transparency from sellers in providing product information and insufficient buyer education on online clothing purchases (Wei et al., 2019). Additionally, the government's enforcement of such cases in Indonesia is inadequate. Therefore, increased oversight of unethical sales practices on online platforms and stricter enforcement of consumer protection policies are necessary. Additionally, there is a need for further consumer education regarding their rights and how to protect themselves from online fraud. Importantly, online platforms should enhance transparency and accuracy of product information provided by sellers and strengthen monitoring mechanisms to ensure seller compliance with applicable rules and policies.

The research findings indicate that 2 out of 3 stores - N\*\*la.Fasshion and Satri.Store 1\*\*6611424 - engage in misleading advertising and do not comply with Article 10, Letter C of Law No. 8 of 1999. This is in accordance with (Lestari et al., 2022) which states that the Consumer Protection Law has not been able to fully protect consumers and KHES (Compilation of Sharia Economic Law) is still very minimal and difficult to implement, because consumers and business actors cannot meet. directly, so often goods that have been ordered cannot be returned. Other research that is in line is research Khadafi (2016) which states that in disputes between consumers and business actors in Indonesia the regulations of Law Number 8 of 1999 concerning Consumer Protection are used, but in reality it is difficult for consumers to sue business actors because they are very difficult to reach. . There is therefore a need to increase oversight of unethical sales practices on online platforms, as well as stricter enforcement of existing consumer protection policies. In addition, there needs to be further education for consumers regarding their rights and ways to protect against online fraud, and no less important, online platforms need to increase the transparency and accuracy of product information provided by sellers, as well as strengthen monitoring mechanisms to ensure seller's compliance with applicable rules and policies.

### *3.2.3 Analysis of the sharia business law perspective on online clothing sales practices at Nla.Fashion, Sa\*\*tri Store 1\*\*6611424, and Ocyd Clothing Official\*\**

In sharia business law, there are several buying and selling that are prohibited, such as buying and selling that contains gharar, jahalah or riba. Gharar buying and selling itself is a transaction in which there are elements of uncertainty, speculation, doubt and the like so that the presence of these elements results in unwillingness to transact. Furthermore, Ibn Taimiyah in his book Majmu al-Fatawa, said that the concept of gharar is divided into two groups, the first group is the element of risk which contains doubt, probability and uncertainty predominantly. The second group of doubtful elements is associated with fraud or crime by one party against another party. Apart from gharar in buying and selling there is the term Jahalah, namely all buying and selling that contains ambiguity, or ignorance as a result of a transaction, such as transactions where the quality or quantity of the goods being traded is unclear (Hidayat E., 2020). jahalah and gharar are similar because jahalah itself is part of gharar, in this case gharar is more general than jahalah, one of the Malikiyah scholars said gharar is something that cannot be known whether something can be obtained or not,



while *jahalah* is something that can be obtained, but the type, form and nature are unknown. Meanwhile, *riba* in the context of Islamic economics, refers to the addition or excess imposed on the principal of the agreed debt (Pardiansyah E., 2022; Nasrullah et al., 2022).

In Sharia business law, online transactions are prone to significant risks of *gharar* (uncertainty), *jahalah* (ignorance), and *riba* (usury) due to the nature of online sales, where buyers and sellers do not meet in person and may not know each other. Therefore, the researcher further analyzes transactions at three online stores: Nla.Fashion, Satri.Store 1\*\*6611424, and Ocyd Clothing Official. The findings regarding online sales practices from a Sharia business law perspective are as follows.

Nla.Fashion:\*\* From the analysis of N\*\*la.Fashion, this store violates three elements of *gharar*: uncertainty about shipping, uncertainty about ownership, and unclear return policies. Further analysis reveals that the seller did not ship the items after receiving payment. In Sharia business law, this transaction not only involves *gharar* but also constitutes fraud, which is prohibited in Islam. This transaction falls under the category of *bai' ma Laisa 'Indahu* (selling what one does not possess), due to uncertainty about whether the advertised item actually belongs to the seller or someone else, leading to non-shipment of the product.

The uncertainty of whether the seller actually owns the product or does not intend to ship it creates uncertainty in the transaction. The fraud includes Uncertainty and Ambiguity. The buyer is not certain about whether the purchased item will be shipped, thus creating an unfair and detrimental situation for the buyer. In addition, the fraud can take the form of Injustice. The fraud results in injustice because the buyer has paid for the item they did not receive, while the seller receives money without fulfilling their obligations. Overall, fraud in online sales is not only categorized as *gharar* but also as an unethical act and is prohibited in Islam. Islam emphasizes justice and honesty in all business transactions. Such practices are condemned and considered to violate the principles of Sharia. As stated by Ibn Taymiyyah in his book, this situation falls into the category of *gharar* because there is fraud or violation in the transaction. N\*\*la.Fashion intentionally deceived the buyer by not sending the item, as evidenced by the seller blocking the buyer's account, which caused dissatisfaction with the transaction. This is a case of *gharar*, as defined by Sayyid Sabiq in his book *Fiqh al-Sunnah*, where *gharar* is defined as follows:

الْغَرَرُ أَيُّ الْعَرُورِ وَهُوَ الْخَدَا عِ الَّذِي هُوَ مَظَنَّةٌ عَدَمِ الرِّضَا بِهِ عِنْدَ تَحْقِيقِهِ  
 "Gharar is defined as deception where it is anticipated to result in unwillingness upon examination."

Since it is clear that the online store N\*\*la.Fashion has engaged in *gharar*, which does not comply with Sharia business law. Sa\*\*tri Store 1\*\*6611424: From the analysis of Sa\*\*tri Store 1\*\*6611424, the store refers to ambiguity or ignorance about the goods or services being traded. Specifically, the seller does not provide sufficient or clear information about the items sold or bought, making it difficult for buyers to make informed decisions. In this case, the online store Sa\*\*tri Store 1\*\*6611424 is indicated to be involved in *jahalah* (ignorance), as there is an element of ambiguity in the transaction. This transaction falls into the category of *bai' al-tsanaya* under *jahalah*, because the seller provides a vague description of the product (regarding material and cutting) so that the full characteristics of the clothing are not clear. The seller does not specify the characteristics of the clothing being advertised, thus involving *jahalah* (ambiguity) in the transaction. The legal basis related to the prohibition of *bai' al-tsanaya* is as follows:

نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنِ الْمُرَابَنَةِ الْمُحَاقَلَةِ وَعَنِ التَّنْيَا  
 إِلَّا أَنْ يُعْلَمَ

"Rasulullah (SAW) prohibited *muzabanah* (selling dried dates with fresh dates, and selling grapes with raisins by measure), *muhaqalah* (selling wheat in its husk for clean



wheat), and *tsunya* (excluding something in a sale) unless it is known. (HR. Ahmad and the compilers of the Sunan except Ibn Majah [Abu Dawud, No. 2956, Tirmidzi, No. 1211, Nasai, No. 4554] from Jabir bin Abdullah RA).”

The author considers several aspects to determine whether this is included in the category of *jahalah* (ignorance), namely Mismatch of Description and the impact of cheap prices. If the product image and description do not match the goods received, this can cause uncertainty and disappointment for buyers. Even though the price is very cheap, the difference can still be considered a form of ignorance because the information given to the buyer is unclear. Mentioning comfortable and cool materials, but not mentioning the materials used with certainty, creates ambiguity in the product description. Meanwhile, a very cheap price may make some buyers more tolerant of small differences between the image and the actual item (Krishna et al., 2002). However, a cheap price does not justify the difference between the description and the product received. If the difference is significant and changes the function or appearance of the item substantially (for example, clothes do not look as wide as advertised because of different stitching), this can be considered an ambiguity that is detrimental to the buyer, so it is included in the *jahalah* category. From these considerations, it is clear that the transaction carried out by Sa\*\*tri Store 1\*\*6611424 is a *jahalah* transaction. This is in accordance with research (Yarhem et al., 2024) which states that sharia economics provides a strong foundation for online buying and selling by emphasizing justice, transparency and compliance with sharia principles so that if there is uncertainty or lack of clarity between the product descriptions offered which will cause disappointment for the buyer, which will result in a mistake in the transaction. From the considerations above, it is clear that the transactions carried out by the online shop Sa\*\*tri Store 1\*\*6611424 contain *Jahalah*.

Ocyd Clothing Official is also one of the assessment factors. From the analysis of Ocyd Clothing Official, the store only has one element of non-transparency, which is related to uncertainty about the product. The product has hidden defects in the clothing that the seller may not even be aware of. In a situation where a buyer buys from an online store with a good reputation and rating but receives defective goods (perhaps due to negligence), several important factors need to be considered to determine whether this is *gharar* (uncertainty) namely Negligence and Transparency and the actions of the buyer. If the defect is caused by negligence and not fraud or deliberate trickery by the seller, it does not directly fall into the category of *gharar* or *jahalah*. It is more about unintentional defects than deliberate or systematic ambiguity in the transaction. Meanwhile, in terms of the buyer's actions, if the buyer receives defective goods and does not inform the seller but still gives a good rating, this does not make the transaction *gharar*, *jahalah*, or *riba*.

The buyer has no guarantee to claim the goods. From the perspective of Islamic law, if the seller has provided complete and clear information about the goods, then the transaction can be considered valid. However, if the goods received do not match the description, the buyer has the right to make a *khiyar* (choice) and can cancel the transaction or return the goods. Thus, although the imperfection of the goods may be due to negligence, this does not necessarily classify the transaction as *gharar* or *jahalah* (Wahid et al., 2023). The honesty and openness of the buyer in responding to the problem is very important. The buyer must contact the seller to report the defect and provide honest feedback to help improve future services and products. Therefore, the sale is not categorized as *gharar*, *jahalah*, or *riba*. This is in accordance with research (Norman & Aisyah, 2019) which states that openness between buyers and sellers is important, where the element of inadvertence and the buyer's approval cannot be considered as *gharar* or *jahalah*. Buyers should contact sellers to report defects and provide honest feedback to help improve services and products in the future. So buying and selling is not categorized as *gharar*, *jahalah*, or *riba*.

#### 4. Conclusions

The buying and selling practices carried out show that two of the three stores, namely

N\*\*la.Fashion and Sa\*\*tri Store 1\*\*6611424, have advertised incorrectly because they do not match the claims displayed in the advertisements, while Ocyd Clothing Official has advertised in accordance with the claims given. The perspective of the Consumer Protection Law, Article 10 letter c regarding the prohibition of incorrect advertising shows that two of the three stores, namely N\*\*la.Fashion and Sa\*\*tri Store 1\*\*6611424, do not apply Article 10 Letter C of the UUPK, while Ocyd Clothing Official has applied Article 10 Letter C of the UUPK.

Based on the perspective of sharia business law, N\*\*la.Fashion and Sa\*\*tri Store 1\*\*6611424 have carried out prohibited buying and selling. N\*\*la.Fashion is indicated to contain *gharar* in its transactions because there are elements of uncertainty and fraud in it, Sa\*\*tri Store 1\*\*6611424 is indicated to contain *Jahalah* because there is uncertainty and transparency in its transactions, while Ocyd Clothing Official has complied with sharia business law, even though there are defects in the product, the seller has provided a guarantee if there is a discrepancy or defect in the product, but the buyer does not claim the guarantee and completes the transaction by giving 5/5 stars without any reviews, moreover the Ocyd Clothing Official store has provided a clear description and provided appropriate advertising, so this transaction is not included in *gharar*, *jahalah*, or *riba*, let alone there is an element of unintentional seller and the consent of the buyer.

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### **Author Contribution**

Conceptualization, L.K. and T.A.I.; Methodology, L.K.; Software, L.K.; Validation, L.K., T.A.I.; Formal Analysis, L.K.; Investigation, L.K.; Resources, L.K.; Data Curation, L.K.; Writing – Original Draft Preparation, L.K.; Writing – Review & Editing, L.K.; Visualization, L.K.; Supervision, L.K.; Project Administration, L.K.; and Funding Acquisition, T.A.I.

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Not available.

### **Conflicts of Interest**

The authors declare no conflict of interest.

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