

## Protection of Muslim Consumers' Right To Information on Imported Food Without Halal Labeling

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**Abstract.** This study aims to examine the protection of Muslim consumers' right to information on imported food without halal labels and to investigate the responsibility of business actors for providing such information. Imported food offers a wide variety of options from around the world that can be enjoyed by Muslim consumers. However, not all imported food is guaranteed to be halal, which raises concerns among Muslim consumers. This research adopts a normative juridical approach, utilizing a statutory approach. The findings reveal that legal protection for Muslim consumers regarding the right to information on imported food without halal labels has been pursued by establishing halal product assurance institutions, BPOM supervision, halal certification regulations, and MUI halal certification. Nevertheless, its implementation remains suboptimal. Additionally, business actors have not fulfilled their responsibility to include halal labels on imported products. Consequently, when losses occur, business actors fail to provide compensation for the damages suffered by Muslim consumers.

**Keywords:** Consumer Protection, Halal Label, Imported Food, Responsibility

**Abstrak.** Penelitian ini bertujuan untuk mengkaji perlindungan hak konsumen muslim atas informasi makanan impor tanpa label halal dan untuk mengetahui tanggung jawab pelaku usaha dalam menyediakan informasi tersebut. Makanan impor menawarkan berbagai macam pilihan dari seluruh dunia yang dapat dinikmati oleh konsumen Muslim. Namun, tidak semua makanan impor terjamin kehalalannya, sehingga menimbulkan kekhawatiran di kalangan konsumen Muslim. Penelitian ini menggunakan pendekatan yuridis normatif dengan menggunakan pendekatan perundang-undangan. Temuan penelitian mengungkapkan bahwa perlindungan hukum bagi konsumen muslim terkait hak atas informasi makanan impor tanpa label halal telah diupayakan dengan membentuk lembaga jaminan produk halal, pengawasan BPOM, peraturan sertifikasi halal, dan sertifikasi halal MUI. Namun demikian, implementasinya masih belum optimal. Selain itu, pelaku usaha belum memenuhi tanggung jawabnya untuk mencantumkan label halal pada produk impor. Akibatnya, ketika terjadi kerugian pelaku usaha tidak memberikan ganti rugi atas kerugian yang diderita oleh konsumen muslim.

**Kata kunci:** Perlindungan Konsumen, Label Halal, Pangan Impor, Tanggung Jawab

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## INTRODUCTION

Advancements in transportation and cross-border business significantly contribute to the increasing presence of imported food products in the Indonesian market. The proliferation of imported food and beverages in Indonesia presents various risks, one of which is the lack of information regarding halal status. Information provided on the packaging of imported food is often presented in foreign languages, making it difficult for consumers to understand the halal content. This results in consumers making inaccurate purchasing decisions.<sup>1</sup>

Consumer protection law ensures that consumers have access to the necessary information, enabling them to make well-informed and safe decisions when purchasing products and thereby avoiding potential risks or losses. This aligns with the enactment of Law Number 8 of 1999 on Consumer Protection (hereinafter referred to as UUPK).<sup>2</sup>

The presence of imported food circulating within Indonesia must comply with applicable food safety standards. The government has issued more specific regulations regarding imported food in Law Number 18 of 2012 on Food, Law Number 33 of 2014 on Halal Product Assurance, and Law Number 7 of 2014 on Trade, which include:

1. Imported food must have an import business license and distribution permit from The Food and Drug Supervisory Agency (BPOM).
2. Ensuring that imported food meets the quality and food safety standards applicable in Indonesia.
3. A halal label should be included where required, and product information should be in the Indonesian language.
4. Registering the product through BPOM Online.

The Regulation of the Minister of Trade Number 73/M-DAG/PER/9/2015 stipulates regulations on imported food. This regulation mandates that goods traded within

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<sup>1</sup> Nadila Novalyn Karim, Mutia Ch. Thalib, Julius T. Mandjo, Penghambat “Pencantuman Label Terhadap Produk Makanan dan Minuman Impor yang tidak Berlabel Bahasa Indonesia” No.6, Vol.2, Fakultas Hukum, Universitas Negeri Gorontalo, p. 1475

<sup>2</sup> Shidarta, *Hukum Perlindungan Konsumen*, Gramedia Widia Sarana Indonesia, Jakarta, 2004, p. 24

Indonesian territory must include labels in the Indonesian language.<sup>3</sup> Furthermore, Article 4 of the Halal Product Assurance Law (JPH Law) requires all products circulating in Indonesia, including imported products, to have halal certification, which must be fulfilled by business actors when importing food for distribution in Indonesia.

The majority of consumers in Indonesia adhere to Islam. Consuming halal food is an obligation for Muslim consumers. The concept of halal food in Islam entails that it must not be harmful, must not damage physical or mental well-being, and must not be mixed with illegal substances.<sup>4</sup> Halal means permissible and allowed.<sup>5</sup> This principle is emphasized in Surah Al-Maidah verse 3, which prohibits Muslims from consuming non-halal food such as pork, blood, carrion, and the meat of animals slaughtered in the name of entities other than Allah, as well as animals that died from strangulation, blunt force, falls, goring, or attacks by wild animals.<sup>6</sup>

Regulations regarding the obligation of halal certification are outlined in the Halal Product Assurance Law (JPH Law), which mandates that all products circulating and traded within Indonesia must possess halal certification.<sup>7</sup> Government Regulation Number 39 of 2021 on the Implementation of Halal Product Assurance specifies that products required to have halal certification include imported products.<sup>8</sup> However, the JPH Law and MUI Fatwa provide exceptions for business actors using non-halal ingredients, provided that such products are not marketed as halal and include non-halal information in the form of images or markings on the packaging.<sup>9</sup>

The legal relationship between business actors and consumers in the sale and purchase of imported products is governed by the Consumer Protection Law, which

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<sup>3</sup> Jihan Silistia Nabila, Rani Apriani, "Aturan Penggunaan Bahasa Indonesia Pada Label Yang Mencakup Informasi Suatu Produk", *Jurnal Hukum*, Vol 2, Fakultas Hukum Universitas Singaperbangsa Kowarawang, 2022, p. 240.

<sup>4</sup> Muchtar Ali, "Konsep Makanan Halal Dalam Tinjauan Syariah Dan Tanggung Jawab Produk Atas Produsen Industri Halal", *Jurnal Abkam*, Vol. XVI, No. 2, July 2016, p. 293

<sup>5</sup> Iman Masykur Ali, *Bunga Rampai Jaminan Produk Halal di Negara Anggota Mubims*, Departemen Agama RI, Jakarta, 2003, p. 22.

<sup>6</sup> Department Agama RI, *Al-Quran dan Terjemahnya*, Penebit Deponegoro, 2010, p. 107.

<sup>7</sup> Article 4 of Law Number 33 of 2014 on Halal Product Assurance.

<sup>8</sup> Halal Government Regulation Number 39 of 2021 on the Implementation of Halal Product Assurance

<sup>9</sup> The Halal Product Assurance Law (Law No. 33 of 2014), Government Regulation No. 39 of 2021, Regulation of the Halal Product Assurance Organizing Agency (BPJPH) No. 31 of 2019, and MUI Fatwa

establishes rights and responsibilities. Business actors importing products must ensure that the products comply with Indonesian quality, safety, and regulatory standards. Consumers have the right to receive clear and accurate information about imported products, including their ingredients, usage instructions, and halal labeling in the Indonesian language.<sup>10</sup>

In reality, violations frequently happen in Indonesia which involve the non-compliance of imported food products with the provisions of applicable laws and regulations. Import policies are deemed to have not fully considered the interests of Muslim consumers. The packaging of imported food products often uses foreign languages, failing to ensure the safety of the products. Information and data on imported food packaging are sometimes altered to conceal pork-containing ingredients. Moreover, some business actors are reluctant to provide details about the food and beverages they sell.

Approximately 12.6% of the food industry in Indonesia consists of imported products. According to The Halal Product Assurance Agency (BPJPH), out of 30 million products seeking halal certification, only 725,000 have successfully obtained it, with 405,000 coming from Micro, Small, and Medium Enterprises (MSMEs). This indicates that only 320,000 of the 30 million imported food products possess halal labels.<sup>11</sup>

BPOM issued Circular Number IN.08.04.532.06.17.2432, informing the public that instant noodles under the brands Samyang, Ottogi, and Nongshim, suspected of containing pork, were being sold in Indonesian supermarkets.<sup>12</sup> The distribution of these instant noodles also occurred in Surakarta, where the Trade Office promptly coordinated with various agencies, including the police, Satpol PP, and the Health

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<sup>10</sup> Az.Nasution, *Hukum Perlindungan Konsumen: Suatu Pengantar*, diadit Media, Jakarta, 2014, p. 98

<sup>11</sup> Kumara Adji, Indonesia, Negara Berpenduduk Muslim Terbanyak Tapi Industri Halal di Peringkat 10 Dunia, retrieved from <https://umsida.ac.id/produksi-industri-halal-indonesia-peringkat-10-dunia/>. Accessed on May 8, 2024

<sup>12</sup> <https://www.pom.go.id/siaran-pers/penarikan-produk-mi-instan-asal-korea-yang-mengandung-babi> accessed on March 5, 2024

Office, to withdraw the products from circulation due to the absence of non-halal labeling. This incident caused significant harm to Muslim consumers.<sup>13</sup>

Based on the background of the issues presented, the author is interested in conducting a study entitled “PROTECTION ON MUSLIM CONSUMERS’ RIGHT TO INFORMATION ON IMPORTED FOOD WITHOUT HALAL LABELING.”

## **METHODOLOGY**

This study employed a normative legal research method, conducted through the examination of library materials. The research adopted a statutory approach and a case-based approach to analyze the legal issues addressed in this study. The objects of the research are the protection of Muslim consumers’ right to information on imported food without halal labeling and the responsibility of business actors toward Muslim consumers regarding this right. The data sources consisted of secondary data, which include primary, secondary, and tertiary legal materials. The data collection techniques used are library research and document analysis.

## **RESULTS AND DISCUSSION**

### **Protection of Muslim Consumers’ Right to Information on Imported Food Without Halal Labeling**

An agreement is governed by Article 1313 of the Indonesian Civil Code (KUHPerdata), wherein a sales and purchase agreement constitutes a mutual consent in which the seller binds themselves to transfer ownership rights of an item to the buyer in exchange for an agreed price, as stipulated in Article 1457 of the Civil Code. The legal relationship between the seller and the buyer involves a standard contract

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<sup>13</sup> Muhammad Fatoni “Terkait Peredaran Mi Instan Mengandung Babi, Disdag Solo Terus Gencarkan Pengawasan: 21 Juni 2017. <https://jogja.tribunnews.com/2017/06/21/terkait-peredaran-mi-instan-mengandung-babi-disdag-solo-terus-gencarkan-pengawasan>

based on the consumer's choice to accept and purchase the goods or not, commonly referred to as a "take it or leave it contract."<sup>14</sup>

The sales and purchase agreements for imported food distributed in Indonesia must comply with applicable regulations, particularly regarding halal labeling issues. With 87.2% of Indonesia's population adhering to Islam, the halal status of products is of paramount importance for Muslims due to religious obligations. The government must ensure that food products circulating in Indonesia, including imported foods, meet halal standards.

Law Number 8 of 1999 on Consumer Protection (hereinafter referred to as the Consumer Protection Law) establishes consumer rights and business actor obligations under Articles 4 and 7, including the right to accurate, clear, and honest information about the condition of goods and/or services based on applicable quality standards. Furthermore, Law Number 7 of 2014 on Trade (hereinafter referred to as the Trade Law) in Article 53 emphasizes that business actors are responsible for the goods and/or services they sell, including ensuring that such goods/services comply with established standards.

More specific provisions are regulated under Law Number 33 of 2014 on Halal Product Assurance (hereinafter referred to as the Halal Product Assurance Law or JPH Law). Article 4 stipulates that products entering, circulating, and traded in Indonesia must be halal-certified.<sup>15</sup> The technical implementation is outlined in Government Regulation Number 31 of 2019 on the Implementation of the JPH Law, which governs the halal certification procedure carried out by BPJPH. Additionally, BPOM Regulation Number 27 of 2017 on Processed Food Registration regulates the control, registration, distribution permits, and supervision of standards and labeling for food

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<sup>14</sup> Mariam Darus Badruzaman, *Perlindungan Terhadap Konsumen Dilihat dari Sudut Perjanjian Baku (Standar)*, Binacipta, Bandung, 1986, p. 59-60

<sup>15</sup> Dian Dwi Jayanti, "Ketentuan Penyelenggaraan Jaminan Produk Halal" retrieved from <https://www.hukumonline.com/klinik/a/ketentuan-penyelenggaraan-jaminan-produk-halal-lt5e041fbf43709/> accessed on June 6, 2024

products circulating in Indonesia, including the obligation to include halal labeling for products requiring such certification, including imported products.<sup>16</sup>

Indonesian Ulema Council (MUI) issues a fatwa that serves as the basis for establishing halal standards for products circulating in Indonesia. This fatwa is a reference for BPJPH and halal inspection bodies in the halal certification process. Halal labels are crucial as they ensure compliance with the law, provide assurance to Muslim consumers that the products circulating meet halal standards, and offer clear and honest information. This label also guarantees the comfort and safety of consumers, while encouraging business actors to improve their business standards in order to compete fairly and be aware of the importance of halal certification. With comprehensive regulations ranging from laws to technical provisions, as well as support from MUI fatwas, the halal assurance system in Indonesia aims to protect the rights of Muslim consumers.<sup>17</sup>

In reality, several years ago, an incident happened involving imported instant noodles from Korea, specifically U-Dong from Nongshim under the product name Shin Ramyun Black, Samyang with the product name Kimchi Instant Noodles, and Ottogi with the product name Yeul Ramen, which were imported by PT Koin Bumi and found to be non-halal. These products were widely distributed in the Indonesian market. The discovery that these products contained pork was revealed after BPOM issued Circular Number IN.08.04.532.06.17.2432, indicating that laboratory test results showed the presence of pork in these instant noodle products. BPOM conducted further inspections of PT Koin Bumi and found that the company had not changed the packaging to the Indonesian language, failed to include a halal label, and did not provide the statement “contains pork” on the product packaging.<sup>18</sup>

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<sup>16</sup> Moh Khoeron, “Berlaku Nasional, Begini Tahap Penggunaan Label Halal Indonesia” retrieved from <https://kemenag.go.id/nasional/berlaku-nasional-begini-tahap-penggunaan-label-halal-indonesia-g6ontg> accessed on June 6, 2024

<sup>17</sup> Lilik Erliani, Cucu Sobiroh, “Studi Komparasi Fatwa MUI No. KEP-018/MUI/I/1989 dan Undang-Undang Jaminan Produk Halal” terdapat pada retrieved from <https://journal.almaarif.ac.id/index.php/falah/article/download/119/100/309> diakses pada 6 juni 2024 pukul 23.45 accessed on June 6, 2024

<sup>18</sup> Laily NurAzizah, “Kasus Pelanggaran Etika bisnis Makanan di Indonesia (studi Kasus Impor Samyang Asal Korea Selatan)” retrieved from <https://www.kompasiana.com/cookyazizah/655ad0afedff7606ef021042/kasus->

This discovery underscores a serious violation of halal labeling regulations and caused unrest among Muslim consumers who believed the products to be halal. The business actors were deemed to have acted in bad faith by failing to provide accurate information. On the other hand, Muslim consumers had fulfilled their obligations in the sales agreement with good faith, as per Article 1338 paragraph (3) of the Civil Code, by making payment.

The government has implemented strict regulations on imported food products to ensure that imported products entering Indonesia are safe for Muslim consumers. Importers must register their products with BPJPH to obtain halal certification and with BPOM for product registration. Once the products pass inspection and obtain a halal certificate and Distribution License Number, they will be examined by customs and BPOM at ports and airports with complete customs documentation and physical inspection before being distributed in Indonesia.

Halal labeling information on food products is crucial for Muslim consumers. Products without a halal label may contain ingredients or production processes that contradict the health guidelines prescribed by Islam. The lack of knowledge forces Muslim consumers to rely on assumptions or uncertain information when choosing products. There is a need for legal regulations to ensure accurate, honest, and responsible information for every consumer product.<sup>19</sup>

Additional regulations regarding the obligation of halal labeling on imported food are outlined in Government Regulation Number 31 of 2019, which mandates that all food products entering and circulating in Indonesia must have halal certification from an institution recognized by the Indonesian government, such as MUI, with a clear halal label on the packaging. Trade Minister Regulation Number 73/M-DAG/PER/9/2015 also stipulates that imported food products circulating in the Indonesian market must include information in the Indonesian language, including the product name, ingredients, nutritional value, expiration date, and usage instructions.

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pelanggaran-etika-bisnis-produsen-makanan-di-indonesia-studi-kasus-impor-samyang-asal-korea-selatan?page=2&page\_images=1 accessed on November 20, 2023

<sup>19</sup> Yusuf Shofie, *Perlindungan Konsumen dan Instrumen-instrumen Hukumnya*, Citra Aditya Bakti, Bandung, 2000, p. 251.



The government has regulated labeling on packaging in Article 8 paragraph (1) letter (j) of the Consumer Protection Law (UUPK), which prohibits business actors from producing or trading goods and/or services without providing information and/or usage instructions in Indonesian. Article 8 paragraph (1) letter (i) of the UUPK also requires the inclusion of a halal label on product packaging. Article 10 of Government Regulation Number 69 of 1999 on Food Labeling and Advertising explains that including halal information on food labels is an obligation for producers or those who import food into Indonesia. Text in Latin letters must be accompanied by its equivalent in Indonesian. The validity of the information on the food label is not only related to the raw materials, food additives, or auxiliary substances used but must also be proven in the production process. Furthermore, Article 11 paragraph (1) states that the inclusion of the word “halal” is essentially voluntary. However, for anyone who produces and imports food into Indonesia for trade that declares their product as halal, the halal label must be included.<sup>20</sup>

The violation committed by PT Koin Bumi breached Article 19, Article 21, and Article 24 of the Consumer Protection Law (UUPK) as well as the consumer rights outlined in Article 4 of the UUPK by failing to include a halal label on imported food products. This violation disregards the right to comfort, safety, and security, as well as the right to accurate, clear, and honest information, where consumers have the right to choose products according to their preferences for halal products.

The legal consequences for business actors who fail to include a halal label include several aspects. First, civil liability. Business actors can be sued by consumers for compensation for consumer losses by filing a lawsuit. Second, criminal violations. Article 62 of the Consumer Protection Law (UUPK) states that business actors who violate the provisions of the UUPK may be subject to criminal sanctions in the form of imprisonment for up to 5 years or a fine of up to IDR 2.000.000.000 (two billion rupiah). Third, administrative sanctions based on Article 56 of the Halal Product Assurance Law (UU JPH) include written warnings, administrative fines, temporary cessation of

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<sup>20</sup> Asri, “Legal Protection to The Consumer on Non Halal Certificate Products ” retrieved from [https://jurnalius.ac.id/ojs/index.php/jurnalIUS/article/download/316/pdf\\_2/792](https://jurnalius.ac.id/ojs/index.php/jurnalIUS/article/download/316/pdf_2/792) accessed on May 19, 2024

business activities, product withdrawal from circulation, and revocation of business permits, as well as criminal sanctions as regulated in Article 58 of the UUPK.

The government explicitly prohibits the circulation of imported food without a halal label to ensure the safety and halal status of products circulating in Indonesia. However, the reality is quite the opposite, with many imported food products circulating in Indonesia without a halal label. The causes of this issue include the lack of awareness and understanding among producers and importers about the importance of halal certification in a country with a predominantly Muslim population. Additionally, ineffective supervision by the authorities allows some products to enter the market without a halal label. Gaps in regulation and law enforcement are often exploited by irresponsible parties to distribute products without a halal label.<sup>21</sup>

The actions taken by PT. Koin Bumi demonstrated a violation of regulations as they failed to include a halal label or a specific "Contains Pork" label on their products. This incident highlights the irresponsibility of the business actor, who prioritizes profit over consumer rights. They failed to fulfill their obligations as a seller to provide products that align with the religious principles of the consumers. This decision risks endangering both the health and beliefs of consumers and reflects a disregard for the legal process and product certification. The situation is further worsened by the lack of transparency from the business actors in providing clear information and continuing to use foreign languages on the product packaging.

The business actor selling imported products without translating the product information into Indonesian is considered to have neglected their responsibilities and violated their obligations under Article 8 paragraph (1) letter j of the Consumer Protection Law. This article explicitly prohibits business actors from producing or trading goods and/or services without including information and/or instructions for the use of the goods in the Indonesian language.

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<sup>21</sup> Sastri Mayani, "Perlindungan Konsumen atas Produk Pangan Impor Yang Tidak Mencantumkan Label Berbahasa Indonesia Yang dijual di Toko Modern (Penelitian Di Kota Banda Aceh)", retrieved from file:///C:/Users/hp/AppData/Local/Temp/13976-29717-1-SM.pdf accessed on May 20, 2024

It is important to note that some imported products have specific labeling requirements set by the relevant authorities, such as the Head of BPOM Regulation Number 12 of 2016 concerning the Registration of Processed Food, which mandates special labeling on processed food products containing certain ingredients, such as pork. This label must include the text “CONTAINS PORK” with a red pig image in a red box on a white background. The purpose of this regulation is to provide clear and accurate information to Muslim consumers.

Businesses selling imported food without a halal label violate the halal certification provisions stipulated in Article 4 of the Halal Product Assurance Law (UU JPH), which mandates that products circulating and being traded in Indonesia must have a halal certificate.<sup>22</sup> Furthermore, Article 26 of the Halal Product Assurance Law emphasizes the responsibility of businesses producing products from prohibited ingredients, such as blood, carcasses, pork, or animals slaughtered in ways not following Islamic law, to label their products as non-halal.

Products imported, circulated, and traded within the territory of Indonesia must be certified halal. Halal certification is mandatory for both importers and local products. Therefore, only two types of products can circulate in Indonesia: Halal Products and Non-Halal Products. Business actors who produce products using prohibited materials as referred to in Articles 18 and 20 are exempted from halal certification<sup>23</sup> but must include a “non-halal” label.<sup>24</sup> The “non-halal” label may take the form of images, symbols, and/or text.<sup>25</sup>

Products that do not comply with the “non-halal” labeling rules can be considered defective products. Business actors may be held accountable for incomplete information regarding a defective product. This is recognized under the concept of

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<sup>22</sup> Article 67, Law Number 33 of 2014 on Halal Product Assurance (State Gazette of the Republic of Indonesia Year 2014 Number 295), (Additional State Gazette of the Republic of Indonesia Number 5604)

<sup>23</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

<sup>24</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

<sup>25</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

product liability,<sup>26</sup> where a product can be deemed defective or fail to fulfill its intended purpose due to:<sup>27</sup>

1. Manufacturing defects: Products that fail to meet consumer expectations and may endanger property, health, or the lives of consumers.
2. Design defects: These occur when the design of a product does not meet the required standards, resulting in potential harm to consumers.
3. Warning or instruction defects: These arise when a product is not accompanied by the necessary warnings or instructions for use.

The imperfection of product labeling that does not include halal information or indicates pork content can harm Muslim consumers. This can be categorized as a defective product because its halal status is unclear and it fails to meet the expectations of consumers who seek products by their religious beliefs or faith. Consumers with allergies or intolerance to pork may face health risks. Product defects become significant in determining whether a manufacturer's negligence has caused consumer harm. The best step manufacturers should take is to comply with regulations regarding product labeling. If products are labeled and the public still consumes them, they are deemed to accept the risk. Regarding the labeling of imported food products, manufacturers must prioritize the precautionary principle since the existing scientific and technological knowledge at the time of product marketing may not yet prove that imported food is safe.

To protect consumers, BPOM conducts post-distribution monitoring of food products circulating in the market to ensure that established quality and safety standards are met. One method used is random sampling from the market for retesting and quality verification. Through this, BPOM can periodically monitor products in circulation to ensure that no products violate applicable food safety regulations. Post-distribution monitoring also focuses on testing food and verifying the presence of halal labels on products, especially those marketed as halal products, which are expected to have halal certification issued by MUI.<sup>28</sup>

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<sup>26</sup> A.A. Tarr, *Consumer Protection Legislation and the Market Place dalam Hukum Perlindungan Konsumen I*, dikumpulkan oleh Inosentius Samsul, Universitas Indonesia Fakultas Hukum Pascasarjana, Jakarta, 2005, p. 45

<sup>27</sup> Nasution, *Hukum Perlindungan Konsumen Suatu Pengantar*, Diadit Media, Yogyakarta, 2001, p. 249

<sup>28</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

The regulations in laws and other legal provisions related to the safety of imported food products and halal assurance indicate that the existing framework is already robust in terms of rules. The provisions on halal certification stipulated in Law Number 33 of 2014 concerning Halal Product Assurance (JPH) have provided clear protection for Muslim consumers. The circulation of food products without a halal label is prohibited in Indonesia, whether they are domestically produced or imported. However, in practice, the protection of Muslim consumers regarding halal labeling has not been fully effective. Numerous unscrupulous business actors violate regulations and engage in fraudulent activities, resulting in Muslim consumers not always being assured that the products they consume are genuinely halal.

Islam governs contracts (*akad*) within the framework of *fiqh muamalah* by establishing parameters that can render a contract defective (*fasid*), such as elements of coercion, harmful delivery, *gharar* (uncertainty), and *riba* (usury). In a contract, individuals are obliged to take responsibility for any mistakes or losses caused by negligence or intentional actions. Islam delineates the rights and obligations of each party involved in a contract, ensuring that transactions promote welfare in line with the objectives of benefiting the community both in this world and the hereafter (*maqashid asy-syariah*).<sup>29</sup>

PT Koin Bumi is deemed to have violated consumers' rights to information about the halal status of imported products by failing to provide honest and fair information. The contract (*akad*) involved is also considered *fasid* due to the delivery of imported food products without halal labeling, which renders the information unclear (*gharar*) and results in losses for consumers.

The prohibition against violating consumer rights in Islam includes the ban on trading in unlawful (haram) goods and services. This is highlighted in a hadith of the Prophet Muhammad (PBUH) which stated:

ان الله ورسوله حرم الخمر والهيئة والخنزير والصنام;

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<sup>29</sup> Muhammad Aziz, *Perspektif Maqashid Al-Syariah Dalam Penyelenggaraan Jaminan Produk Halal Di Indonesia Pasca Berlakunya Undang-Undang Nomor 33 Tahun 2014 Tentang Jaminan Produk Halal*, Al-Hikmah Jurnal Studi Keislaman, Vol. 7, 2017, p. 81.

“Indeed, Allah and His Messenger have forbidden alcohol, dead meat, pork, and idols.” (Al-Imam Abi Abdillah)

### **Responsibility of Business Actors Towards Muslim Consumers Regarding Information on Imported Products Without Halal Labeling**

Legal responsibility in the context of halal labeling violations on imported food relates to the legal obligations that business actors must comply with. The legal consequences they must bear occur when they violate obligations that result in the loss of consumers' right to receive clear and correct information. Business actors are liable civilly, criminally, and administratively. In civil law, losses are divided into two categories. First, are material losses, which are tangible. Second, immaterial losses refer to the loss of benefits or profits that could have been gained in the future. Determining the extent of immaterial losses is often left to the discretion of the judge, which can be challenging due to the subjective nature of the evaluation.<sup>30</sup>

In the context of the sale of imported food, business actors have the responsibility to protect Muslim consumers as regulated in Article 8 of the Consumer Protection Law, which states:

1. It is prohibited to produce or trade goods and/or services that:
  - a. Do not comply with applicable laws and regulations.
  - b. Do not have the correct net weight and quantity as stated on the product label.
  - c. Do not conform to the proper size, measurement, and figures.
  - d. Do not meet the labeling requirements.
  - e. Do not match the quality or description.
  - f. Do not fulfill the promises made in the label, description, and advertisement.
  - g. Do not include an expiration date or a specific time for the product.
  - h. Do not meet the Halal production requirements by labeling the product as "halal."

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<sup>30</sup> Wagino, “Tinjauan Terhadap Gugatan Perbuatan Melawan Hukum” retrieved from [https://www.djkn.kemenkeu.go.id/artikel/baca/14384/Tinjauan-terhadap-GugatanPerbuatan-MelawanHukum.html#:~:text=Kerugian%20dalam%20hukum%20perdata%20dapat,mungkin%20diterima%20%20di%20kemudian%20hari](https://www.djkn.kemenkeu.go.id/artikel/baca/14384/Tinjauan-terhadap-GugatanPerbuatan-MelawanHukum.html#:~:text=Kerugian%20dalam%20hukum%20perdata%20dapat,mungkin%20diterima%20%20di%20kemudian%20hari.). accessed on October 15, 2023.

- i. Do not include necessary labels or statements correctly, such as the product's name, size, net weight, ingredients, usage instructions, production date, side effects, and the name and address of the seller.
- j. Do not include information in Indonesian.

The responsibility of business actors encompasses all forms of losses that consumers may experience as a result of the products or services they provide.<sup>31</sup> The accountability of business actors who fail to label imported food products as halal to Muslim consumers is regulated under Law Number 8 of 1999, which includes:<sup>32</sup>

1. Strict Liability means that fault is not a determining factor.
2. Professional Liability: Refers to the obligation of business actors to meet certain professional standards in conducting their business.

Based on the case of selling imported products without a halal label, the principle of strict liability is applied. The seller who imports and distributes food without including the halal label is responsible for any losses suffered by Muslim consumers who consume the product. Consumers do not need to prove that the seller was negligent or at fault; it is sufficient to show that the product was not labeled halal and caused harm.<sup>33</sup>

The Consumer Protection Law is highly relevant as it provides a legal foundation for protecting the rights of Muslim consumers, ensuring they are entitled to safe, quality products with accurate information. This legal enforcement upholds the halal status of products and protects Muslim consumers, allowing them to consume only halal products. The Halal Product Assurance Law stipulates administrative sanctions such as warnings, fines, and criminal penalties for businesses that violate their obligations. In reality, the implementation and enforcement of laws related to halal certification for imported products remains a concern, particularly regarding the availability and accuracy of halal labeling. PT Koin Bumi, the importer of instant noodles without a

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<sup>31</sup> Aulia Muthia, "Tanggung Jawab Pelaku Usaha kepada Konsumen tentang Keamanan Pangan dalam Perspektif Hukum Perlindungan Konsumen." retrieved from <https://journal.maranatha.edu/index.php/dialogia/article/view/712> accessed on May 25, 2024

<sup>32</sup> Tesis, Aris Yulia "Tanggung Jawab Produsen Atas Produk Yang Cacat Terhadap Objek Jual Beli" Universitas Diponegoro Tahun 2015

<sup>33</sup> Tami Rusli, "Tanggung Jawab produk Dalam HUKUM Perlindungan Konsumen" retrieved from <https://media.neliti.com/media/publications/26769-ID-tanggung-jawab-produk-dalam-hukum-perlindungan-konsumen.pdf> accessed on May 27, 2024

halal label, acknowledged its negligence and showed compliance by withdrawing the product from the market after receiving administrative sanctions from BPOM. This action represents PT Koin Bumi's responsibility for its mistake and aims to restore the trust of Muslim consumers who were harmed. However, there are still aspects that need further consideration, such as the lack of compensation for damages, and the unclear concrete steps taken by PT Koin Bumi to prevent similar violations in the future. This needs to be reviewed to ensure that this case does not recur and to improve consumer confidence in the company's commitment to adhering to halal standards.

Ideally, the responsibility of business actors for non-halal labeled food should not be limited to compensation, but also include preventive measures, education, and social contributions. By fulfilling these ideal responsibilities, business actors can build trust and loyalty among Muslim consumers, as well as demonstrate their commitment to moral and ethical values.<sup>34</sup> Article 19 of the Consumer Protection Law discusses the producer's liability system as follows:

1. Business actors are responsible for providing compensation for damage, contamination, and/or consumer losses caused by the use of goods and/or services that are produced or traded.
2. Compensation referred to in paragraph (1) may be in the form of a refund, replacement of goods and services of equivalent value, health care, or compensation.
3. Compensation must be provided within 7 days after the transaction date.
4. Providing compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal claims if there is further evidence of negligence.

Considering the substance of Article 19 paragraph (1) of Law Number 8 of 1999 on Consumer Protection, it can be concluded that the responsibility of business actors who fail to include halal labeling includes compensation for damage, contamination, and losses experienced by Muslim consumers.

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<sup>34</sup> Valdo Manopo, "Aspek Yuridis Pertanggungjawaban Pelaku Usaha Terhadap Konsumen Pangan Berbahaya Berdasarkan Undang-undang Nomor 18 Tahun 2012" retrieved from file:///C:/Users/hp/AppData/Local/Temp/lexetsocietatis\_dk28,+5.+Valdo+Manopo\_humas.pdf accessed on May 20, 2024.



The responsibility of business actors towards consumers whose rights have been violated is crucial because it involves aspects of fairness, safety, and trust in business relationships. This responsibility ensures that consumers receive products or services following their rights, strengthens trust in the brand, and encourages positive relationships between consumers and business actors. A business actor (PT Koin Bumi) who demonstrates responsibility for violations provides a concrete example for law enforcement and regulators in handling similar cases, thereby strengthening law enforcement by providing clear guidance on the consequences of violating consumer rights, especially related to product information and halal standards.<sup>35</sup>

The actions taken by business actors to enforce responsibility can mark an important milestone in history. BPOM's action against PT Koin Bumi, which involved withdrawing all their Udong Instant Noodles products, demonstrates the government's commitment to protecting consumers' rights. This action builds a stronger legal framework and encourages other business actors to be more cautious and responsible in conducting their business. Therefore, the enforced responsibility provides a clear example to other business actors that non-compliance with regulations will have serious consequences. As a result, business actors will be more motivated to ensure that their products comply with regulations, thus protecting consumers and creating a more transparent and fair market.<sup>36</sup>

A similar case occurred with the White Rabbit candy from China, which was found to be non-halal, shocking the public. Consumer reactions were visible on social media, such as a Twitter account @tabooty, which wrote, "Oh no, this milk candy just got a non-halal label, even though it has been popular since the 2000s," sharing a photo of the White Rabbit candy packaging with the non-halal label. "Why was the non-halal label only added in 2020, why not before?" the account wrote.<sup>37</sup> After BPOM

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<sup>35</sup> Bambang Niko Pasla "Norma Hukum: Pengertian, Tujuan, Sanksi, dan Contoh" terdapat dalam retrieved from <https://bnp.jambiprov.go.id/norma-hukum-pengertian-tujuan-sanksi-dan-contoh/> diakses pada 7 juni 2024 pukul 15.00 accessed on June 7, 2024

<sup>36</sup> Agus Yudha Hernoko, *Hukum Perjanjian Asas Proporsionalitas dalam Kontrak Komersial*, LaksBang Mediatama, Yogyakarta, 2008. p. 67

<sup>37</sup> Yana, "Awat, Permen Haram Bergambar Kelinci Putih" retrieved from <https://halalmui.org/awat-permen-haram-bergambar-kelinci-putih/> accessed on June 6, 2024

conducted an investigation, it was confirmed that the product contained pork. BPOM admitted to having carried out a recall, but in reality, the White Rabbit milk candy is still widely available in the market and being sold openly.<sup>38</sup>

Most consumers only express their concerns about harmful imported products to the LKY institution via phone or SMS. Consumers do not file formal complaints or lawsuits against business operators. As a result, business operators do not provide compensation due to the lack of direct reports from consumers. Many consumers are unwilling to file lawsuits because the losses they suffered are small and do not justify the cost of legal proceedings. Ms. Intan added that if she receives a report, her team will go directly to the field to inspect the products sold by the business operators. If a violation is found, her team will arrange a meeting between the business operator and the Muslim consumer to resolve the issue.<sup>39</sup>

BPOM often receives public complaints regarding imported products suspected of not being halal. In such cases, BPOM will follow up on the reports by conducting supervision and investigations. If the product is proven to not meet halal standards, BPOM will impose administrative sanctions in the form of warnings, fines, or even withdrawal of the product from circulation to protect consumers and ensure compliance with the applicable regulations.<sup>40</sup>

Based on the research above, no business actors have taken responsibility for the violations. Instead, they only received sanctions from the government. Consumers are more likely to accept the situation passively, as the general public only knows about and reports their issues to the Consumer Agency, BPOM, and LPPOM MUI without taking further action to sue the producers who have harmed them. The problems faced by consumers are often concealed or hidden by individuals seeking to profit from the problems consumers face. Moreover, some parties intentionally spread the notion that pursuing legal action against business actors requires a large amount of money,

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<sup>38</sup> Qommarria Rostanti, "Permen Susu Merek White Rabbit Termasuk Produk Non Halal, Jangan Terkecoh Saat Membeli" <https://ameera.republika.co.id/berita/s4v85r425/permen-susu-merek-white-rabbit-termasuk-produk-non-halal-jangan-terkecoh-saat-membeli> accessed on June 7, 2024.

<sup>39</sup> Interview with Mrs. Intan, Staff Member of the Consumer Agency of Yogyakarta, in Yogyakarta, March 21, 2024.

<sup>40</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

including the cost of hiring lawyers to demand the rights that have been harmed by producers.<sup>41</sup>

The first legal action that consumers can take for violating their rights is to cancel the purchase of a product due to the absence of a halal label on the packaging.<sup>42</sup> However, until now, no consumer has canceled their purchase because it is considered insignificant or because the amount of money spent is still relatively small.<sup>43</sup> Consumers can then file a complaint with the business actor and request accountability for the losses they have incurred. If the business actor does not respond, the consumer can file a lawsuit in court. This is regulated in Article 45 paragraph (1) of the Consumer Protection Law, which states, “Any consumer who is harmed may sue the business entity through an institution responsible for resolving disputes between consumers and business entities or through the court within the jurisdiction of the general court.” Furthermore, Article 45 paragraph (2) states that consumer disputes can be resolved through the court or out-of-court based on the agreement of the parties involved in the dispute.<sup>44</sup>

Dispute resolution outside the court is typically done through mediation, where consumers who experience harm can file complaints about their grievances to a third party, which acts as a mediator in resolving the dispute. In cases of violations regarding the lack of halal labels on packaging, consumers can submit complaints to LKY, which serves as a mediator in the negotiation process to reach an agreement between the consumer and the business actor.<sup>45</sup> Out-of-court dispute resolution can be achieved peacefully between the parties in dispute and settled through the Consumer Dispute Settlement Agency (BPSK) using methods such as mediation, arbitration, or conciliation. Resolving the issue at BPSK can be done more quickly and

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<sup>41</sup> Interview with Mr. Sugeng, BPOM Yogyakarta Staff, on May 31, 2024.

<sup>42</sup> Marcelo Leonardo Tuela, “Upaya Hukum Perlindungan Konsumen Terhadap Barang Yang Diperdagangkan” retrieved from <https://media.neliti.com/media/publications/150086-ID-upaya-hukum-perlindungan-konsumen-terhad.pdf> accessed on June 7

<sup>43</sup> Interview with Mrs. Intan, Staff Member of the Consumer Agency of Yogyakarta, in Yogyakarta, March 21, 2024.

<sup>44</sup> Consumer Protection Law

<sup>45</sup> Interview with Mrs. Intan, Staff Member of the Consumer Agency of Yogyakarta, in Yogyakarta, March 21, 2024.

easily, without having to go to court, even though the Consumer Protection Law (UUPK) does not require prior settlement through BPSK.<sup>46</sup>

In Islamic law, justice means achieving a balance between the obligations that humans (*mukallaf*) must fulfill and their ability to fulfill them. A violation of justice causes an imbalance in life, resulting in harm or suffering to one party. Islam prohibits any form of transaction (*mu'amalah*) if there is uncertainty (*Gharar*).<sup>47</sup> According to Ibn Taymiyyah, the prohibition against transactions involving uncertainty is based on Q.S. Al-Baqarah verse 188: "And do not consume one another's wealth unjustly or send it [in bribery] to the rulers so that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful]."

A hadith of Prophet Muhammad (PBUH) is narrated, stating that trading should be conducted with full trustworthiness. The Prophet said: "A Muslim trader who is honest and trustworthy will be (gathered) with the Prophets, the truthful, and the martyrs on the Day of Judgment."<sup>48</sup> This hadith aligns with the provisions of Article 4 letter c and Article 7 letter b, which prohibit the trade of products without providing clear, truthful, and honest information regarding the halal status of the product.

The physical harm or loss suffered by consumers due to defective products or fraud is not justified in Islamic law. Business actors must be held accountable for their actions. Islam recognizes the concept of *Dhaman al-maghrur*, where those who cause harm to others must pay compensation as a result of their actions. This principle is effectively applied in efforts to protect consumers.

## CONCLUSION

Consumer protection regarding imported food products without halal labeling is guaranteed in Law Number 9 of 1999 on Consumer Protection and Law Number 33

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<sup>46</sup> Bustamar, "Sengketa Konsumen dan Teknis Penyelesaiannya Pada Badan Penyelesaian Sengketa Konsumen (BPSK)" retrieved from <https://media.neliti.com/media/publications/92841-ID-sengketa-konsumen-dan-teknis-penyelesaia.pdf> accessed on June 7, 2024

<sup>47</sup> Ghufon A. Mas'adi, *Fiqh Muamalah Konstektual*, Jakarta: PT Raja Grafindo Persada, 2002, p.133.

<sup>48</sup> Athariq Faisal, "Meneladani Hadis tentang Berdagang dari Rasulullah untuk Bisnis yang Lancar dan Berkah" retrieved from <https://hijra.id/blog/articles/bisnis/hadis-tentang-berdagang/> accessed on June 5, 2024

of 2014 on Halal Product Assurance. Although the existing regulations are adequate, their enforcement has not been effective. The implementation and oversight of imported products are still lacking, and consumer rights are not fully protected as outlined in Article 4 of the Consumer Protection Law. Many business actors are still importing and distributing food products without halal labels or information such as “contains pork.” Business actors’ responsibility to compensate Muslim consumers is not being fulfilled, resulting in losses for these consumers. Business actors only face sanctions from the government, which include product withdrawals and other administrative penalties. This situation occurs because Muslim consumers mainly file complaints with government agencies (BPOM & BPJPH) or consumer institutions without pursuing further legal action.

There is a need for enhanced guidance, such as consumer education, to help consumers be more discerning when choosing imported food products. The government can conduct regular inspections at import food distributors and supermarkets selling imported foods to ensure compliance with halal labeling regulations. Business actors must develop corporate social responsibility (CSR) programs that support the interests of Muslim consumers, including compensation for harmed consumers. Business actors should avoid unethical actions such as using non-halal ingredients in food production without labeling “Contains Pork” or “Non-Halal.” Furthermore, business actors should be more transparent and accountable in their operations, providing clear and accurate information about the halal status of the products they sell.

## COMPETING INTEREST

There is no conflict of interest in the publication of this article

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