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Selling and Buying Bodong Motor Perspective of Law No. 8 of 1999 Concerning Consumer Protection and Islamic Law

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Abstract: Consumer protection in consumer protection laws are all efforts that guarantee legal certainty to provide protection to consumers. Legal certainty in this case is that consumers have the right to obtain all information from goods sold both in terms of specifications and quality. In practice, there are still buying and selling transactions that are not in accordance with legal certainty. As in the village of Plangkapan, there are still buying and selling fake motorbikes that are not accompanied by official papers or documents. Here the object is not clear whether the motorbike was stolen or the papers were lost. The people who bought the motorbike did not see whether the motorbike was stolen or the documents were lost, but only saw its useful days for the benefit of its activities. This type of research is field research, with a socio-juridical approach and using observation methods, documentation interviews using purposive sampling techniques which are then analyzed using descriptive-qualitative methods. The problem is how to buy and sell bogus motorbikes in Plangkapan Village, Tambak District, Banyumas Regency and how to buy and sell fake motorbikes in Plangkapan Village from the Perspective of Law No. 8 of 1999 concerning Consumer Protection and Islamic Law. The results showed that in the practice of buying and selling motorbikes in the practice of buying and selling in the village of Plangkapan, the results showed that the motorbike was stolen, removed from the dealer and bought a used motorbike, then the motorbike was sold without official papers or documents. The buyer did not get clear information about the motorbike. But the buyer still agreed with the buying and selling system because motorcycle buyers only see in terms of benefits. In Islamic law buying and selling motorbikes from theft is a fasid law. However, if buying and selling fake motorbikes is not the result of theft, it is permissible. Whereas in the Consumer Protection Act, the sale and purchase of bodong motorbikes violates the provisions on consumer rights, the obligations of business actors and actions that are prohibited by business actors, as well as the lack of ownership protection for consumers.

Keywords: *buying and selling; consumer protection and islamic law*



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A. INTRODUCTION

Humans are social beings, as social beings of course humans cannot live alone but need others to live in society. In social life, fellow human beings must help each other to meet their needs or what is often called muamalah.

Muamalah can be divided into two meanings, namely muamalah in a broad and narrow sense, while in a broad sense muamalah covers the issue of akhwalu al syahksiyyah, namely family law that regulates the relationship between husband and wife, children and family. While muamalah in a narrow sense, one of them discusses buying and selling.

Sale and purchase is an agreement to exchange goods or objects that have value voluntarily between the two parties. Buying and selling is an economic activity whose activities are carried out every day by humans to meet their needs, both primary, secondary and tertiary needs. And Islam has prohibited unjust buying and selling such as things that can harm others and benefit oneself. In Islamic teachings the most important thing is to uphold justice and improve social and economic welfare and not do anything that is prohibited in the Al-Quran and in laws.

Along with the development of the era, motorbikes are a means of transportation used by people to meet their needs, to make a living and to fulfill their daily needs, here motorbikes are a tertiary need. However, many people use motorbikes for their daily needs, for example selling.

This is where the problem arises for the lower class people who want to own a motorbike. However, buying it used, however, the used motorbike here does not have complete documents or is often called a fake motorbike, which is not clear whether the motorbike was stolen or the paperwork was lost.

In Plangkap Village, Tambak District, Banyumas Regency, the sale and purchase of Bodong motorbikes is an alternative way for people who have a weak economy, because the majority of the people work as farmers and construction workers, therefore many people buy used motorbikes without official documents and they don't see the quality. these goods, but only seeing that the goods can be utilized and not seeing whether the motorbike has official papers or documents or not. Also, the price of these fake motorbikes is much cheaper compared to motorbikes that have official papers or documents.

On the one hand, conditions like this have benefits for consumers because the need for the desired goods and services can be fulfilled and more wide open because of the freedom to choose. Various types and quality of goods and services according to the wishes and abilities of consumers, but on the other hand it can result in the position of business actors and consumers becoming unbalanced and consumers in a weak position, here consumers also feel disadvantaged because of the sale of bogus motorbikes which are the object of business activity to reap maximizing profits by business actors by selling and implementing standard agreements that are detrimental to

consumers and do not provide clear information to consumers about the motorcycle. In practice, there are many business actors who are not in accordance with Law No. 8 of 1999 concerning consumer protection.

Therefore, researchers are interested in examining more deeply the problem of buying and selling bogus motorbikes from the perspective of law no. 8 of 1999 concerning Consumer Protection and Islamic Law (Case Study of Plangapan Village, Tambak District, Banyumas Regency).

B. METHODS

Research type

This type of research is field research, namely research in which data collection is carried out directly at the research location, in an incentive, detailed and in-depth manner towards an organization, institution and certain symptoms. While the research paradigm chosen is qualitative, namely research that produces descriptive data in the form of written or spoken words from observable people.

The research subjects here are sellers (bodong motorbike owners) and fake motorbike buyers in Plangapan Village, Tambak District, Banyumas Regency. And the object of his research is the practice of buying and selling bodong motorbikes in Plangapan Village, Tambak District, Banyumas Regency

Research Approach

Juridical Sociology, namely an approach in legal research that looks at the workings of law in society or the community environment with the intent and purpose of finding facts (fact-finding) which then leads to identification (problem-identification) and ultimately leads to problem solving. Habits of the people here especially about buying and selling bogus motorbikes in Plangapan Village, Tambak District, Banyumas Regency

Data source

In accordance with the problems experienced in this study, the required data sources are divided into two, namely:

- a. Primary Data Source
Primary data sources are data obtained directly from research sources directly on the subject of the information sought. In this case the researcher takes primary data through information from consumers and business actors through interviews. Then in conducting interviews the authors took purposive sampling, where the sampling technique for data sources with certain considerations, such as people who are considered to know the most, namely sellers and buyers of bodong motorbikes.
- b. Secondary Data Sources

Secondary data, namely sources that quote from other

sources that aim to support and provide input to further strengthen the researcher's data. This secondary data is taken from books and journals on buying and selling and consumer protection law.

c. Data collection technique

Data collection techniques are the most important step in research, because the main purpose of research is to get data. Without knowing data collection techniques, the researchers did not get data that met the standards set. This researcher uses data collection techniques including:

1) Observation

Observation, namely the collection of data systematically through observation and recording of the phenomenon to be studied. Observation techniques are also called methods of careful and systematic observation and recording of behavior by observing and observing individuals or groups directly

In this technique the researcher uses it to retrieve data by capturing the observed symptoms by making them a record or description of behavior in reality, which is then recorded for analysis.

2) Interview

Interview is a data collection technique by way of interviews (questions and answers) to one or several people concerned, which are done systematically, based on research objectives. This technique is shown to selected informants. These informants are selected by considering the relevance of the abilities developed.

Sutrisno Hadi stated that the assumptions that need to be held by researchers in conducting interviews are as follows:

1. That the subject (respondent) is the person who knows best about himself.
2. That what is stated by the subject to the researcher is true and can be trusted.
3. That the subject's interpretation of the questions posed by the researcher to him is the same as what was intended by the researcher.

The steps that must be carried out in the interview are as follows:

1. Compile the main issues and interview guides so that they are more focused on extracting data about the sale and purchase of bogus motorbikes in the village of Pangkapan,

Tambak sub-district,
Banyumas regency,

2. Determine the informants to be interviewed, namely the business actors and consumers.
3. Determine the time allocation and place of the interview.
4. Documentation

Documentation is a data collection technique by viewing or recording a report that is already available. Documentation is intended to obtain data directly from the research site.

C. RESULTS AND DISCUSSION

1. Factors that influence buying and selling fake motorbikes

Based on the results of observations and interviews with several informants in Plangkap Village, Tambak District, Banyumas Regency. There is economic activity related to buying and selling fake motorbikes, namely buying and selling motorbikes that are not equipped with official papers or official documents. In addition, they also do not see the quality of the goods but only see that the goods can be used for benefits.

Along with the development of the times, motorbikes are a means of transportation used by people to meet their needs, to make a living and to fulfill their daily needs. Buying and selling Motor Bodong is an alternative way for people who have a weak economy, because the majority of the

people work as farmers and traders, therefore many people buy used motorbikes without official documents. motorcycle is a tertiary need. However, many people use motorbikes for their daily needs, for example selling.

Buying and selling fake motorbikes in Law No. 8 of 1999 concerning Consumer Protection

According to Law No. 8 of 1999 concerning consumer protection are all efforts that guarantee legal certainty to provide protection to consumers. Consumer protection here means a lot to consumers because consumers themselves have their rights, including:

- a. Consumer Rights to Get Security

Consumers have the right to security from the goods and services offered to them. These goods and services may not be harmful if consumed so that consumers are not harmed either physically or spiritually.

- b. The Right to Obtain Correct Information

Every product that is introduced to consumers must be accompanied by correct information. This information is needed so that consumers do not have a wrong picture of goods and services.

- c. Right to be heard

The right that is closely related to the right to obtain information is

the right to be heard. This is due to the fact that the information provided by interested or competent parties is often insufficient so that consumers feel dissatisfied with the information obtained.

d. The right to choose

In consuming a product, the consumer has the right to make his choice. He must not be pressured by outsiders so that he is free to choose a product.

e. The right to obtain goods or services according to the given exchange rate

The existence of this right means that consumers must be protected from unfair price games. In other words, the quality and quantity of goods or services consumed must be in accordance with the value of money paid as a substitute.

f. The right to obtain compensation

If the consumer feels that the quality and quantity of the goods or services he consumes are not in accordance with the exchange rate given, then he has the right to receive appropriate compensation. The type and amount of compensation must of course be in accordance with the applicable provisions or agreement of both parties.

g. The right to obtain a legal settlement

The right to obtain compensation must be placed higher than the rights of business actors, because consumers have the right to demand legal accountability from parties who are deemed detrimental because they consume the product.

h. The right to get a good and healthy living environment

The consumer's right to a good and healthy environment is a right that is accepted as one of the basic rights of consumers.

i. The right to be protected from the negative consequences of unfair competition

Unfair competition can occur if an entrepreneur tries to attract customers or clients of other entrepreneurs to advance his business or expand sales or marketing by using tools or facilities that are contrary to good faith and honesty in economic relations.

j. The right to consumer education

In every buying and selling transaction of fake motorbikes, consumers are often at a disadvantage because there is often damage to each purchase of the motorbike which is not known, but after arriving at the house the

defects or damage are visible. However, here the consumer does not demand returns from the business actor for the loss he has suffered because they only see the benefits of the item. The consumer here is really not aware of any product defects or negligence when making the transaction. This is due to a lack of clear information from the seller. Defective products are a problem that usually occurs when making transactions, if business actors often hide product defects with the aim of making a profit, but in this case the consumer is of course disadvantaged. the contract that takes place in the sale and purchase of the motorbike, the business actor does not require that if there is a defect it cannot be returned, whereas according to UUPK in article 4 point 8 it is stated that the consumer has the right to receive compensation, compensation and/or reimbursement if the goods and/or services received is not in accordance with the agreement or not as it should be.

Legally, consumer claims against business actors or sellers are not in accordance with the Consumer Protection Act because some consumer rights are not fulfilled. Article 7 explains the obligations of business actors, namely:

- 1) Have good faith in carrying out its business activities.
- 2) Provide true, clear and honest information regarding the

conditions and warranties of goods and/or services and provide explanations on use, repair and maintenance.

- 3) Treat or serve consumers properly and honestly and not discriminatory.
- 4) Ensure the quality of goods and/or services produced and/or traded based on the provisions of the applicable standards for the quality of goods and/or services.
- 5) Provide opportunities for consumers to test, and/or try out certain goods and/or services as well as provide guarantees and/or guarantees for the goods made and/or traded.
- 6) Provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services.
- 7) Provide compensation for damages and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement. services received or utilized are not in accordance with the agreement is one of the principles known in contract law. But in practice buying and selling bodong motorbikes in the village of Plangkap, if the consumer has given money to the seller, then that's when the seller or business actor relinquishes his responsibility.
- 8) The responsibilities of business actors are regulated in article

19 of Law Number 8 of 1999 which reads:

- a) Business actors are responsible for providing compensation for damage, pollution and/or consumer losses as a result of consuming goods and/or services produced or traded.
- b) Compensation as referred to in paragraph(1) can be in the form of a refund or replacement of goods and/or services of the same or equivalent value, or health care and/or compensation in accordance with the provisions of the applicable laws and regulations.
- c) Compensation is carried out within a period of 7 (seven) days after the date of the transaction
- d) The awarding of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of guilt.
- e) The provisions referred to in paragraphs(1) and (2) do not apply if the business

actor can prove that the error is the fault of the consumer.

Based on this, the existence of defective goods and/or services is not the only basis for the responsibility of business actors. Hal this means that the responsibility of business actors includes all losses suffered by consumers.

In general, claims for compensation for losses suffered by consumers as a result of using the product, whether in the form of material, physical or mental losses, can be based on the several provisions that have been mentioned, which in general there are only two categories, namely claims for compensation based on default and claims for damages based on unlawful acts

2. Islamic Law on the Practice of Buying and Selling Bodong Motorcycles

Humans are social beings, as social beings of course humans cannot live alone but need others to live in society. In social life, fellow human beings must help each other to meet their needs or what is often referred to as muamalah, the relationship between people and people. Buying and selling is an agreement to exchange goods or objects that have value voluntarily between the two parties. And buying and selling here must meet the terms and conditions and pillars. Because buying and selling is part of helping fellow human beings.

This has a strong foundation in the Qur'an, namely Q.S Al-Maidah; 2

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ
وَالْعُدْوَانِ

"And please help you in (doing) virtue and piety and don't help in committing sins and transgressions"

The basis for buying and selling is in Q.S Al-Baqarah: 275

وَأَحْلَلْنَا لَيْعَ وَحَرَّمَ الرِّبَا

"Allah has justified buying and selling and forbidding usury"

As for every buying and selling transaction, several conditions and pillars must be met, including:

1. There are sellers and buyers
2. Objects
3. deal

The pillars of sale and purchase above also have legal conditions, including:

- a. Reasonable

What is meant by being intelligent is being able to distinguish or choose which one is best for him and if one of the parties is not intelligent then the sale and purchase is not valid.

- b. Not forced or of their own accord

Self-will, that is, when carrying out acts of buying and selling one party does not apply pressure or coercion from the other party.

- c. Both are not redundant

What is meant by not being redundant is that the party who binds himself to the sale and purchase agreement is not a wasteful human being (wasteful), because in law a wasteful person is categorized as a person who is incapable of acting.

- d. Baligh

What is meant by baligh is someone who is not easily deceived. The contract is not valid for young children who are not old enough, crazy people, or stupid people because they are not experts in *tasaruf* (good at controlling property). Therefore, even the assets they own cannot be handed over to him. This means that people who are not experts in *tasaruf* are not allowed to buy and sell and enter into contracts (*Ijab Kabul*).

The practice of buying and selling bogus motorbikes in Plangapan village, Tambak sub-district, Banyumas district is in great demand by the community, because apart from being cheap the goods are still good even though they don't have letters or official documents. Islam itself allows this form of the practice of buying and selling fake motorbikes as long as there is openness and clarity as well as good faith from the seller regarding the reasons why the motorbike is being sold not accompanied by official documents and good faith from the buyer.

Therefore, buying and selling bogus motorbikes in Plangkap Village, Tambak

Subdistrict, Banyumas Regency, if they are obtained from the proceeds of the crime of theft, then the law is fasid> because the motorbike already belongs to a seller who got it from a thief who then sold it to a buyer.

In this case fa>sid buying and selling, namely buying and selling which is legalized in terms of its essence but is not legal in terms of its nature. Fasid buying and selling is buying and selling something that is not known (al-bay' al-majhul). Buying and selling bogus motorbikes includes Musawwa>mah because buying and selling occurs when the seller does not disclose the basic price and the profit he gets. Which includes ignorance in terms of goods, price, delivery time, and terms of goods documentation (wasa'il al-tawtsiq). Which is included in the type of buying and selling.

Buying and selling like this is corrupt or fasid, because it will cause disputes. It means that the sale and purchase has fulfilled the pillars and conditions but contains characteristics that are not desired by the Shari'ah, namely the goods are the result of the crime of theft. Islam itself gives the view that stolen goods are still unlawful and will not change their nature to become halal.

But if indeed the buyer does not know that the motorcycle is stolen, then the law is permissible.

D. CONCLUSION

Based on the research that the author did about buying and selling fake

motorbikes from the perspective of Law No. 8 of 1999 concerning Consumer Protection and Islamic Law, the following conclusions can be drawn:

The practice of buying and selling fake motorbikes in the village of Plangkap, namely buying and selling fake motorbikes, starts with the seller getting merchandise in the form of motorbikes in various ways. buy from dealers who are old (unsold), can be from theft and also from people who sell used ones. The motorbike is not equipped with official letters or official documents. Under these conditions the goods are then sold, the buyer does not get complete and comprehensive information about the motorbike. However, the buyer still agrees to such a sale because the most important thing is that the goods or motorbike can be used by the buyer.

Perspective of the Consumer Protection Law The practice of buying and selling bodong motorbikes in Plangkap Village does not fulfill article 4 concerning consumer rights. in the middle of the road requested by the police. then the buyer here does not get the rights as a consumer.

Islamic law basically allows all transaction activities unless there is an argument that prohibits it. The transaction that took place in Plangkap Village regarding the buying and selling of bodong motorbikes had actually been fulfilled both in terms of harmony and conditions. In buying and selling motorbikes there was no element of coercion because both parties had agreed and bargained with each other. Buying and selling bogus motorbikes in Plangapan Village, Tambak District, Banyumas

Regency, if they are obtained from the proceeds of the crime of theft, then the law is fasid. But if indeed the buyer does not know that the motorcycle is stolen, then the law is permissible.

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