

Buying and Selling Food Without Price Labels from the Perspective of Law No. 8 of 1999 and Islamic Law

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Abstract: Buying and selling food without a price tag impacts buyers, but this is regulated in Law No. 8 of 1999 and Islamic law. This study aims to determine the implementation of buying and selling without price tags in Angkringan and buying and selling food without price tags from the perspective of Law No. 8 of 1999 and Islamic Law. This research methodology uses field research and qualitative research. The data sources used are primary data sources and secondary data sources. This research is located in Angkringan, Ngringo Village, Jaten District, Karanganyar Regency. Data collection techniques are carried out through observation, interviews, and documentation. The data analysis techniques used are data reduction, data presentation, and conclusions. The results of this study can be concluded that the implementation of buying and selling food at the Angkringan of Ngringo Village, Jaten District, Karanganyar Regency is carried out by taking or ordering a system, then eating and paying at the end. Five Angkringan business actors are passive regarding price information, and there is one business actor who takes the initiative to include prices. Buying and selling without a price tag violates the provisions of Article 7 of Law Number 8 of 1999. A contract, already contains elements of jahalah, ikrah, dharar, so the sale and purchase are said to be khiyar disgrace.

Keywords: *Buying and selling, labels, price.*

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Abstrak: Jual beli makanan tanpa label harga membawa dampak terhadap pembeli, namun hal tersebut terdapat aturan dalam Undang-Undang No.8 Tahun 1999 dan hukum Islam. Penelitian ini bertujuan untuk mengetahui pelaksanaan jual beli tanpa label harga di Angkringan dan jual beli makanan tanpa label harga pada perspektif Undang-Undang No. 8 Tahun 1999 dan Hukum Islam. Metodologi penelitian ini menggunakan jenis penelitian lapangan (*field research*) dan menggunakan penelitian kualitatif. Sumber data yang digunakan yaitu sumber data primer dan sumber data sekunder. Lokasi penelitian ini adalah di Angkringan Desa Ngringo, Kecamatan Jaten, Kabupaten Karanganyar. Teknik pengumpulan data dilakukan melalui observasi, wawancara, dan dokumentasi. Teknik analisis data yang digunakan yaitu reduksi data, penyajian data, dan kesimpulan. Hasil penelitian ini dapat disimpulkan bahwa pelaksanaan jual beli makanan pada Angkringan Desa Ngringo Kecamatan Jaten Kabupaten Karanganyar dilakukan dengan sistem mengambil atau memesan, kemudian makan dan bayar diakhir. Ada lima pelaku usaha Angkringan bersifat pasif mengenai informasi harga, dan ada satu pelaku usaha yang inisiatif mencantumkan harga. Jual beli tanpa label harga melanggar aturan Pasal 7 Undang-Undang Nomor 8 Tahun 1999. Secara akad telah mengandung unsur jahalah, ikrah, dharar, sehingga jual belinya di katakan *khiyar aib*.

Kata kunci: Jual Beli, Label, Harga.

INTRODUCTION

Sale and purchase is an agreement to exchange objects or goods that have value voluntarily between two parties, one of whom receives the goods and the other party accepts them by the agreement or provisions that have been justified by *sharia* and agreed. According to Soeroso, buying and selling is a

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complex legal transaction consisting of more than one transaction, namely in buying and selling there is the delivery of goods and the receipt of goods.¹

Article 1 number 1 of the UUPK is sufficient to protect consumers, in the sense that consumer protection is all efforts that ensure legal certainty to protect consumers. According to Mochtar Kusumaatmaja in the work of Mohamad Kharis Umardani, consumer protection law is a whole of legal principles and principles that govern and protect consumers in their relationships and problems with providers of consumer goods and/or services.²

Labels are a source of information that manufacturers want to convey to consumers about a product. The more complete the information on the label, the better it will be for consumers to decide whether or not to buy, so consumers as consumers need to get enough information from producers/business actors related to the food in circulation so that consumers can accurately determine food and beverage choices that are safe for them.³

Along with the advancement of the times and technology, several modern Angkringan businesses have developed and varied, there are approximately 6 Angkringan business actors in Ngringgo Village, Jaten District, Karanganyar Regency who in some have given prices on the food menu and also there are still many business actors who have not given prices on their food menus. There are business actors who have given prices to their food menus and there are business actors who have not given prices to their food menus. However,

¹ Mohamad Kharis Umardani, "Jual Beli Berdasarkan Kitab Undang-Undang Hukum Perdata Dan Hukum Islam (Al Qur'an-Hadist) Secara Tidak Tunai," *Journal of Islamic Law Studies (JILS) Volume 4*, no. 1 (2020).

² Firman Tumantara, "Hukum Perlindungan Konsumen Filosofi Perlindungan Konsumen Dalam Perspektif Politik Hukum Negara Kesejahteraan" (Setara Press, Malang, 2016).P.49

³ Aulia Rahman Hakim, "Perlindungan Konsumen Terhadap Peredaran Produk Makanan Dan Minuman Tanpa Label," *Yustitabelen 6*, no. 2 (2020): 98–110. p.105

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the obstacle is that business actors do not include prices in their menus. Buying and selling should be based on pleasure without any party feeling dzolimi. This is based on the words of Allah SWT. Q.S. An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا
أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Artinya: “O you who believe! Do not eat one another's wealth in an unrighteous way, except in a trade that is consensual among you. And do not kill yourselves. Truly, Allah is Most Merciful to You.”⁴

Based on the verse, Islam prohibits eating wealth obtained in a false way, and tells to look for wealth in a halal way, including by buying and selling. Because, buying and selling is a manifestation of the relationship between fellow human beings on a daily basis, as it is known that Islam sharia buying and selling well without any elements of obscurity, fraud, riba and so on. And buying and selling is carried out on the basis of mutual consent between the two parties.

If sellers do not provide price tags on the food they sell, it can cause consumer rights not to be fulfilled. However, this is in line with the indifference of the general public as consumers, which has a detrimental impact on consumers due to law enforcement, and needs to be discussed from the perspective of the UUPK as a legal product that protects consumers. Even according to Islamic law, the sale and purchase contract is valid considering the losses caused by consumers. Therefore, the existence of legal certainty in the phenomenon of buying and selling is urgently needed to maximize legal protection for consumers.

⁴ Departemen Agama, “Al-Qur’an Dan Terjemahannya,” Bandung: Cordoba, 2019. P.122

Based on these conditions, the author is interested in further research on the implementation of buying and selling food without price listing. This includes a review of the validity of the contract and the fulfillment of consumer rights and the obligations of business actors, whether it is in accordance with the Consumer Protection Law and Islamic Law.

METHOD

Qualitative research methods are research methods based on the philosophy of postpositivism, used to research natural object conditions with the researcher as the key instrument, sampling of data sources is carried out by non-random sampling (purposive, snowball, saturated, incidental), and research techniques using triangulation (combination), data analysis is qualitative inductive, and qualitative research results emphasize more on process and meaning.⁵

This study is a field study that aims to collect direct data from food sellers at Angkringan Ngringo Village, Jaten District, Karanganyar Regency, in order to determine the implementation of food sales without price tags. The data used consists of primary data, obtained through interviews and direct observation of sellers and buyers at the research location, as well as secondary data sourced from books, journals, theses, and related documents. Data collection techniques include systematic observation of sales and purchase activities, structured interviews to dig up in-depth information, and documentation in the form of literature studies and related archives. Data analysis uses the Miles and Huberman model which includes data reduction for information synchronization, data presentation in an organized manner to

⁵ Lila Pangestu Hadiningrum, "Metode Penelitian (Sebuah Pengantar Disiplin Keilmuan)," *Malang, Ahlimedia*, 2021. p.65

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facilitate drawing conclusions, and the verification stage to formulate final conclusions that answer the formulation of the problem, especially regarding consumer protection for food without price tags based on the perspective of Law No. 8 of 1999 and Islamic law.

RESULTS AND DISCUSSION

Implementation of Buying and Selling Food without Price Labels in Angkringan Ngringo Village, Jaten District, Karanganyar Regency

1. Buying and Selling Food without Price Labels

Buying and selling is one of the legal acts that sellers and buyers must comply with in the laws and regulations to avoid disputes and/or disputes that cause losses. To protect buyers in buying and selling, for example, the sale and purchase agreement must not conflict with consumer rights according to the Law. Likewise in Islamic law, emphasizes the concept of willingness in all economic activities and avoiding actions that are not permissible *by sharia'*.

Buying and selling have principles and conditions that must be met for buying and selling to be considered legal or illegal. In the object of research that the author conveyed, in the implementation of buying and selling without price tags, it usually meets the pillars of buying and selling where there are sellers and buyers, as *al-muta'qidain*, the existence of *ijab* and *qabul*, the existence of goods and the existence of exchange rates for goods. But the problem is the contract or *ijab qabul* that occurs in the buying and selling mechanism without a price tag, namely. "Pick up and/or order first, then eat, then pay", without price information from the seller at the beginning of the transaction or on the food order.

Buying and selling without price tags in Angkringan is buying and selling without price information in the product area or other media that contains

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information about product prices. Buying and selling like this is familiar to the people of Ngringo Village, Jaten District, Karanganyar Regency because the buying and selling occurs in Angkringan which does not use price tags in its sales.

Consumer as a formal juridical definition found in Law No. 8 of 1999 concerning Consumer Protection in Article 1 Number 2 of the UUPK ends with the sentence "... and not for trading." The definition of consumer in this provision only includes born consumers. Such restrictions are indeed commonly used in consumer protection regulations in various countries.⁶

The legal umbrella for the implementation of consumer protection in Indonesia is regulated in Law Number 8 of 1999 concerning Consumer Protection. Legal protection for consumers is legal certainty of protection for the fulfillment of consumer rights. Legal certainty in this sense includes all efforts to empower consumers to obtain or make their choice of goods or services for their needs and defend or defend their rights if they are harmed by the behavior of the business actor who provides the needs of the consumer.⁷

The establishment of a consumer protection legal instrument, of course, is not to kill the business of business actors, but rather to encourage a healthy business climate and foster awareness of business actors about the importance of consumer protection so that it can give birth to a resilient company in the face of competition, as well as certainty of consumer protection.⁸

⁶ Muhammad Yusri, "Kajian Undang-Undang Perlindungan Konsumen Dalam Perspektif Hukum Islam," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 3, no. 1 (2019). P.5

⁷ Sri Lestari Poernomo, "Standar Kontrak Dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Penelitian Hukum De Jure* 19, no. 1 (2019): 109–20.

⁸ Poernomo.

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Based on the results of the research conducted by the researcher on business actors regarding the buying and selling system in Angkringan in Ngringo Village, the six sellers stated that they use the same buying and selling mechanism, namely "take and/or order first, then eat, then pay", which in terms of determining the selling price of food, one Angkringan business actor has determined the price of selling food according to the price that has been attached to the cart. Meanwhile, other Angkringan, have not determined the price of food sales according to the food they take.

Regarding the price policy when raw materials increase in Angkringan, six sellers indicated that the increase in raw materials will also affect the selling price of food in their Angkringan. Then, regarding the five Angkringan sellers who do not provide food price information to consumers, the seller will explain that they will definitely provide information to consumers, but the price information is at the end of the payment process because all sellers in Angkringan use the same buying and selling system. If consumers ask about the price at the beginning of the buying and selling process when they buy, then the seller will tell them.

Buying and selling with the mechanism of "take/order at the beginning, then eat and pay at the end" as in the study of muamalah fiqh, is called buying and selling *mu'athah*, which is buying and selling between business actors and consumers without saying *ijab qabul*. The goal is for the two parties who make the contract to agree on the price of the goods and their type, where both parties give each other without mentioning.⁹

⁹ Zulhamdi Zulhamdi, "Jual Beli Salam (Suatu Kajian Praktek Jual Beli Online Shopee)," *Syarah* 11, no. 1 (2022): 1–19, <https://doi.org/https://doi.org/10.47766/syarah.v11i1.294>.

Buying and selling without a price tag with a payment mechanism at the end, if the buyer does not ask the price at the beginning of the deal, is very vulnerable to sellers who play with the price when buying and selling. In playing with prices, an important role is played in determining the seller's profit. The higher the price of the goods, the higher the profit for the seller. However, many don't realize that every time they raise the price of an item, the buyer has to pay for it.

2. Principles and Conditions for Buying and Selling Food without Price Labels

- a. The person who makes the contract. The parties involved in the implementation of the sale and purchase are Angkringan food sellers and Angkringan food buyers. The owner of the Angkringan as a seller of Angkringan food and the general public is a buyer of food in the Angkringan, both parties enter into a contract by the conditions of the person, namely:
 - 1) Resourceful, where between Angkringan sellers and buyers in Angkringan can distinguish and can choose which one is best for them.
 - 2) Food sellers and buyers in Angkringan have reached puberty (adulthood)
 - 3) Without coercion, where the seller and the buyer have carried out the sale and purchase of food without price tags of their own will (own will).
 - 4) Both parties have been legally competent, where between sellers and buyers of food in Angkringan are not among the extravagant

(redundant) people so that it can be categorized as legally competent.

b. As for the object in buying and selling, the object in this buying and selling transaction is food in Angkringan. Angkringan food meets the following requirements:

- 1) Food in Angkringan is clearly halal and allowed to be traded.
- 2) It can be used, namely as a daily need.
- 3) Food in Angkringan that is used as an object of buying and selling can be handed over directly by the seller.
- 4) Knowing, it means that the buyers of food in the Angkringan have both known about the condition or quality of the food they sell.
- 5) The goods that are contracted are in hand, where the food in the Angkringan which is the object of the purchase and sale is indeed in the control of the food seller in the Angkringan.

c. *Shigat* (ijab qabul), the existence of an initial contract between food sellers in Angkringan and consumers who buy food in Angkringan. When a transaction occurs, the buyer can inquire about the price.

3. Food Sale and Purchase Agreement without Price Tag

This food buying and selling contract is not much different from other buying and selling, but the contract that occurs must be clear meaning that there is no doubt (ambiguity) between the two. In this buying and selling transaction, when there is uncertainty in determining the price, the meaning of *jahlah* arises, namely the existence of unclear elements of the quality of the goods and the price of the goods, thus causing uncertainty. If the quality of the goods and the amount of price are unknown, then the sale and purchase

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contract is invalid. Because it can make the sale and purchase contract contain elements of fraud.

Table.1
Principles, Conditions, and Contracts in Buying and Selling
Angkringan in Ngringo Village

No	Angkringan	Principles and Conditions	Occur
1.	One Angkringan Business Actor with Price Tag	The principles and conditions of buying and selling have met the requirements. And there is already price information listed.	This buying and selling has listed the price of food on the cart. This includes the clarity of contracts related to price transparency.
2.	Five Angkringan Business Actors Without Price Labels	The harmony and conditions for buying and selling in these five Angkringan have met the requirements for buying and selling. However, the main problem is the absence of price information listed.	Buying and selling without a price tag on five Angkringan, by contract, is included in the buying and selling of <i>jahalah</i> (unclear). Because there is an element that is unclear about the quantity or price of the goods and causes uncertainty.

Source: Processed from December 2022 Primary Data

This food buying and selling contract is not much different from other buying and selling, but the contract that occurs must be clear meaning that there is no doubt (ambiguity) between the two. In this buying and selling transaction, when there is uncertainty in determining the price, the meaning of *jahlah* arises, namely the existence of unclear elements of the quality of the goods and the price of the goods, thus causing uncertainty. If the quality of the goods and the amount of price are unknown, then the sale and purchase

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contract is invalid. Because it can make the sale and purchase contract contain elements of fraud.

The researcher also conducted consumer interviews regarding whether or not consumers often visit Angkringan without price tags. Some consumers stated that they rarely visit Angkringan without price tags, but more often visit Angkringan with price tags for security reasons related to price issues.

Regarding the buying and selling mechanism at Angkringan without a price tag, the six buyers already know the mechanism used, namely "taking and/or ordering at the beginning after eating and paying at the end" but of the 6 consumers who questioned the price problem at the beginning of the transaction, namely three consumers because they had brought the right money. Meanwhile, three consumers never ask the price at the beginning of the transaction because it has become a habit.

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1. Buying and Selling Food without Price Labels Perspective of the Consumer Protection Law Number 8 of 1999

Az. Nasution explained that consumer law in general plays a more important role in consumer relations and terms of balance between the parties in terms of socio-economic status, competitiveness, and education level. The reason is, although not always true, they are better able to defend and enforce their legal rights. Consumer Protection Laws are necessary when the conditions of the parties in legal relationships or social issues are out of balance. In principle, both consumer law and consumer protection law talk about the same thing, namely the interests of consumer

law.¹⁰

The implementation of buying and selling without price tags on Angkringan uses a pay-at-end system which is more or less detrimental to consumers, this is as stated by three consumers who have felt disadvantaged either because of the problem of unknown price increases, the high selling price, and the difference in the price standards of each Angkringan. When consumers are present at Angkringan, it can be said that they agree with the agreement about taking and/or ordering, in this case, the buyer eats first and then makes the payment at the end.

Losses that arise due to the behavior of business actors by not including price tags in the sale of food in Angkringan, legal protection in consumer protection efforts are also explained in Article 1 number 1 of Law Number 8 of 1999 concerning consumer protection:

"Consumer protection is all efforts that ensure legal certainty to protect consumers."

Consumer protection in question in the implementation of buying and selling without price tags that cause losses to consumers is an aspect of protection against the imposition of unfair conditions to consumers, namely the problem of the behavior of business actors who do not provide information on price issues.

Business actors are required to provide true, clear, and honest information about the condition of goods even though Law Number 8 of 1999 concerning consumer protection does not regulate the need to label selling prices. However, in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, there is an affirmation for business actors to provide

¹⁰ Az Nasution, *Hukum Perlindungan Konsumen: Suatu Pengantar* (Jakarta: Diadit Media, 1999).

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true, clear, and honest information about the condition and guarantee of goods and or services, which in this case is a matter of price because in terms of analogous interpretation of the article in the Law is considered to be the basis for the obligation of business actors to provide price information.

Looking at the field data as stated by business actors without price tags in their implementation they do not provide information at the beginning unless there are questions from consumers, all price information is submitted at the end of the transaction after eating. Buying and selling without a price tag like this can be said to be an indication of violating the provisions of Article 7 of Law Number 8 of 1999 concerning the obligation of business actors in buying and selling to convey true, clear, and honest information about goods and or services even though morally when consumers feel disadvantaged they must still pay the price that has been set because the food ordered has been eaten.

This is also what researchers in the field observed about what consumers do, for example about price disputes that are expected when transacting on Angkringan without price information by buyers, namely three consumers, do not protest, it is better to pay the price set by the seller, but then there is a sense of disappointment visiting the Angkringan. Meanwhile, three consumers are more likely to ask about the reason for the high selling price or the reason for the price increase.

2. Buying and Selling Food without Price Labels Islamic Law Perspective Qur'anic verse about buying and selling:

Surah An-Nisa verse 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا

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تَقْتُلُوا أَنْفُسَكُمْ ۗ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

It means: *"O you who believe! Do not eat one another's wealth in an unrighteous way, except in a trade that is consensual among you. And do not kill yourselves. Truly, Allah is Most Merciful to you."*(QS. An-Nisa: 29)

Based on the above verse, Islam prohibits eating property obtained by *bathil* and tells us to look for wealth in a halal way, including by buying and selling. Because buying and selling is a manifestation of the relationship between fellow human beings daily, it is known that Islam Sharia buys and sells well without any elements of obscurity, fraud, *riba*, and so on. Buying and selling are carried out based on mutual consent between the two parties.

From Hakim bin Hizam (may Allah be pleased with him) from the Prophet (peace and blessings of Allaah be upon him) he said:

الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا فَإِنْ صَدَقَا وَبَيَّنَّا بُورِكَ لَهُمَا فِي بَيْعِهِمَا وَإِنْ كَذَبَا وَكَتَمَا مُحِقَّتْ بَرَكَتُهُ بَيْعِهِمَا

Meaning: *"The two people who transact buying and selling have the right to perform khiyar as long as the two have not separated. If as long as the two have not separated. If both are honest and open, then both will get blessings in buying and selling. But if the two lie and do not open up, then the blessing of buying and selling between the two will be erased."* (HR. Al-Bukhari no. 1937 and Muslim no. 1532).

Based on the above verse, Islamic law prohibits that in a sale and purchase transaction, it is not allowed to separate from the assembly because it is worried that one of the parties cancels the transaction. What is meant by separation here is that it has been separated from the place of transaction. Blessings in buying and selling will be abolished if the seller or buyer covers up the disgrace in the trade. The importance of honesty and frankness when buying and selling, so that the transaction is blessed by Allah SWT.

Islamic law is a guideline or limitation of behavior in daily life. In Islam,

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law exists and develops in society to this day. On the contrary, Islamic law is a set of rules based on the revelations of the Sunnah of Allah and the Prophet about the behavior of Mukalaf humans that are recognized and believed to be binding for all Muslims. In QS. An-Nisa verse 29 about the proof of *naqli*, namely it is forbidden to eat property in a way that has violated the sharia of buying and selling in Islamic law, namely without the element of obscurity, fraud, and usury. This is not allowed, such as buying and selling food without price information, so the seller can do more calculations when the condition of the Angkringan has many buyers. As for the *aqli* postulate, namely in *ijma'* the scholars agree on the halal of buying and selling, as well as based on *qiyas*, humans are in dire need of buying and selling. Concerning this study, the researcher will analyze the buying and selling without price tags in Angkringan in Ngringgo Village, Jaten District, Karanganyar Regency based on Islamic law with the theory of buying and selling contracts.

One form of Muamalah that is often done by every human being is buying and selling. In Islam, the legal basis for buying and selling is permissible (halal) if no reason prohibits it. The implementation of buying and selling has harmony and conditions so that the buying and selling can be said to be valid by *the Shari'a'*.

The implementation of buying and selling food without price tags in Angkringan in Ngringo Village has met the principles and requirements of legal buying and selling. In the object of the study, buying and selling without price tags in its implementation has fulfilled the pillars of buying and selling. However, the problem is the contract given, which occurs in the buying and selling mechanism without a price tag, namely. "Pick up and/or order first, then eat, then pay", without price information from the merchant at the beginning of

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the transaction or on the food order.

Akad or ijab qabul in the implementation of buying and selling without price tags in Angkringan Ngringo Village based on the results of research can be said to contain elements that violate the legal conditions of buying and selling, including:

- a. *Jahalah* (unclear), refers to the unclear price problem caused by the lack of information from business actors to consumers. This is supported by the results of research on business actors, where five consumers stated that five Angkringan sellers did not provide price information except at the end of the transaction.
- b. *Ikrah* (coercion), coercion here means coercion on consumers to pay a certain amount of money when ordering food there is no information from business actors, in the sense that in the purchase and sale, there is no word for a previous agreement on price issues.
- c. *Dharar* (loss), is the absence of information on buying and selling without a price tag in the Angkringan of Ngringo Village causing danger, namely losses due to ignorance. This is supported by research by researchers of three consumers.

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Table.2
Buying and selling from the perspective of Law
No. 8 of 1999 and Islamic Law

No	Category	Law No. 8 of 1999	Islamic Law
1.	Sale and Purchase Agreement	Article 4 regarding consumer rights, namely obtaining true, clear, and honest information about the condition and guarantee of goods is important in buying and selling. Meanwhile, Article 7 regarding the obligation of business actors in buying and selling, conveys true, clear, and honest information about price inflation.	Buying and selling without a price tag on five Angkringan is included in the contract of sale and purchase of <i>jahalah</i> (unclear), this results in <i>dharar</i> (loss). Due to the absence of price information listed.
2.	Implementati on of Buying and Selling Food without Price Labels	The implementation of buying and selling without price tags in Angkringan in Ngringo Village, Jaten District, Karanganyar Regency can be said to violate the provisions of Article 7 of Law No. 8 of 1999 concerning the obligation of business actors in buying and selling to convey true, clear, and honest information about goods even though morally when consumers feel disadvantaged must still pay the price that has been set because the food ordered has been eaten.	The implementation of buying and selling food without price tags in Angkringan in Ngringo Village, Jaten District, Karanganyar Regency has fulfilled the principles and requirements in legal buying and selling. However, the problem is the contract or approval given, which occurs in the buying and selling mechanism without a price tag, namely "taking and/or ordering, eating, then paying", without price information from the merchant at the beginning of the transaction or on the food order.

CONCLUSION

Based on the results of the research conducted by the researcher about buying and selling food without price tags in Angkringan in Ngringo Village,

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No. 8 of 1999 and Islamic Law*

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Jaten District, Karanganyar Regency, then at the end of this thesis, the author will explain the following conclusions:

1. The implementation of buying and selling food in Angkringan in Ngringo Village, Jaten District, Karanganyar Regency has carried out buying and selling with the mechanism of "picking up and/or ordering at the beginning after that eating and paying at the end". Five Angkringan business actors are passive in delivering price information, be it the selling price of food in general or the selling price after the increase in raw materials. And one Angkringan business actor who has the initiative to provide price information.
2. Buying and selling from the perspective of Law No. 8 of 1999 and Islamic Law on buying and selling food without price tags, namely:
 - a. Buying and selling without a price tag violates the rules of Article 7 of Law No. 8 of 1999, where the business must be in good faith and provide information in a true, clear, and honest manner regarding price information. Likewise, Article 4 letter (c), namely consumers also have the right to know information correctly, clearly, and honestly regarding price information.
 - b. Buying and selling food without a price tag in a contract at Angkringan in Ngringo Village, Jaten District, Karanganyar Regency has contained an element of *jahalah* (ambiguity) regarding the price of food that has been taken/ordered, then the occurrence of *ikrah* (coercion) because it has been eaten, and this results in *dharar* (loss) who does not know the price information, so that the buying and selling are said to be *khiyar* ashamed. Buying and selling in Islamic law prohibits buying and selling transactions and is not allowed to be separated from the *khiyar* of the assembly as stated in HR. Al-Bukhari No.1937 and Muslim No.1532.

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