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Consumer Protection Against Expired Products In E-Commerce: An Approach From Islamic Business Ethics And Indonesian Positive Law

Muhamad Reza Maulana¹, Yudho Taruno Muryanto²

^{1,2}Master of Law, Sebelas Maret University, Indonesia maulanareza2101@student.uns.ac.id, yudhotaruno@staff.uns.ac.id

Abstract: The development of e-commerce has increased transactional convenience but also raises risks of expired product sales that harm consumers. This research aims to analyze consumer protection in Indonesia against the circulation of expired products through e-commerce and to explore Islamic business ethics as a preventive mechanism. The research employs a normative legal method with statutory and conceptual approaches. The results indicate that the Consumer Protection Act (UUPK), the Electronic Information and Transactions Act (ITE Law), and the Government Regulation on Electronic Systems and Transactions (PP PSTE) provide an adequate legal foundation, yet their enforcement remains weak. Integrating the principles of honesty (shidq), trustworthiness (amanah), justice, prohibition of uncertainty (gharar), and responsibility into e-commerce practices can strengthen business compliance, improve product information transparency, and prevent the distribution of expired goods. This research concludes that integrating positive law with Islamic business ethics is essential to establish a fair, safe, and sustainable e-commerce ecosystem. These findings are expected to serve as practical recommendations for government, businesses, and consumers to reinforce consumer protection and build a just digital economy aligned with sharia values.



A. INTRODUCTION

The development of information and communication technology over the past two decades has fundamentally transformed global trade patterns. One form of this transformation is the emergence of e-commerce or electronic commerce. E-commerce is defined as the process of buying, selling, and exchanging goods or services, as well as transferring data or funds through electronic networks, especially the internet. In Indonesia, e-commerce has grown rapidly. According to a report by Mandiri Institute, Indonesia's e-commerce transaction value has consistently increased since 2017. In that year, e-commerce usage was still limited, with transactions valued at only IDR 42 trillion. However, by 2024, this figure had soared to IDR 476 trillion. The high transaction value highlights e-commerce as a promising business opportunity, especially in an era where efficiency and time are highly valued (Yonatan, 2025).

One unique feature of e-commerce is its ability to eliminate physical barriers between sellers and buyers. Unlike conventional transactions that require face-to-face interaction, e-commerce enables transactions to occur without geographical or time constraints. This convenience not only accelerates transactions but also expands market opportunities for businesses (Pariadi, 2018, p. 652). E-commerce thus drives business growth, helps MSMEs and

entrepreneurs increase income, and improves livelihoods (Novrilia & Mayasari, 2022, p. 68). Beyond that, digital market expansion contributes to national economic growth, particularly amid the rapidly evolving digital economy. E-commerce is not merely a technological innovation but an inclusive business transformation that provides borderless access and fosters overall economic welfare. However, behind these conveniences, new challenges in consumer protection have emerged. One prevalent issue is the sale of expired products through digital platforms, which raises consumer concerns and potential harm (Devina Cellia Pambudi et al., 2024, p. 49). This problem is crucial as it involves consumers' rights to safety, health, and security when consuming products purchased online.

Several cases of expired product sales on e-commerce platforms have been recorded, such as: On October 4, 2023, through the Allo Fresh platform, a consumer reported receiving Diamond Ogura 700 gr ice cream that had expired two months prior. Although a complaint was filed, the seller's response was slow (Izazad, 2023). On Tokopedia marketplace, a consumer purchased Junio UHT Strawberry milk (110 ml, 36 pcs) from Frisian Flag Official Store, which had expired two months earlier. Complaints were submitted via Tokopedia's chat and email (layanan.peduli@frieslandcampina.com), but no resolution was provided (Rasyid, 2023). On July 21, 2022, a consumer bought two bottles of Antis Hand Sanitizer (60 ml) from Shopee Supermarket, both expired. The consumer noted this was not the first occurrence and urged Shopee to take responsibility (Siegbert, 2022).

The sale of expired products on e-commerce platforms not only erodes consumer trust in businesses and platforms but also poses public health risks. Expired food or medicine can cause poisoning, infections, or other harmful health effects. These cases reflect violations of consumer rights as stipulated in Law No. 8 of 1999 on Consumer Protection (UUPK). Article 4(a) and (c) of the UUPK affirms consumers' rights to comfort, security, and safety, and to accurate, clear, and honest information. Moreover, Article 8 explicitly prohibits businesses from trading damaged, defective, expired, or substandard goods. However, in practice, enforcement and monitoring in e-commerce transactions face significant challenges, such as weak platform oversight, limited information transparency, and slow complaint handling.

In Indonesian law, besides the UUPK, consumer protection in the digital sphere also relates to Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), as amended by Law No. 19 of 2016. Article 9 of the ITE Law mandates that businesses in electronic transactions must provide complete, accurate, and correct product information, along with the moral and legal responsibility to ensure that the goods sold do not harm consumers. In addition to positive legal approaches, this issue also needs to be examined through the lens of Islamic business ethics. In Islam, business transactions are not merely economic activities but also acts of worship and social responsibility imbued with moral and spiritual values. Islamic business ethics emphasize justice, transparency, and accountability in every transaction.

Integrating Islamic ethical principles with positive law not only strengthens consumer protection but also fosters a fair, sustainable, and maslahah-oriented (public interest) ecommerce ecosystem. Therefore, this study is significant as a scholarly contribution to formulating a comprehensive concept of digital consumer protection based not only on national legal norms but also on universal Islamic values. Based on the above description, two issues will be discussed in the discussion section. First, How is consumer protection regulated

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for recipients of expired products in e-commerce under Indonesian positive law? Second, how can Islamic business ethics principles be applied to prevent the sale of expired products in e-commerce?

B. METHOD

This research employs a normative legal research method, which focuses on the application of legal rules and norms contained in Indonesia's positive law. The approaches used in this research are the statutory approach and the conceptual approach (Marzuki, 2019, p. 133). The legal materials utilized consist of primary legal materials in the form of legislation and secondary legal materials such as legal articles or journals. The technique for collecting legal materials is document study or library research, which is then analyzed qualitatively.

C. RESULTS AND DISCUSSION

1. Consumer Legal Protection Against Expired Products in E-Commerce

Consumer protection is a constitutional mandate and a fundamental human right that must be guaranteed by the state. In the context of e-commerce, the need for consumer protection becomes increasingly complex as the volume of digital transactions grows. One of the most crucial issues is the circulation of expired products being sold to consumers without clear information, which obviously contradicts the principles of consumer safety, comfort, and well-being. Consumer protection is closely related to efforts to maintain the security and welfare of society. Consumers who use goods or services have legal rights that are regulated so that if they suffer losses, they can take legal action (Yanti & Mahadewi, 2023, p. 656). In Indonesian law, consumer protection against expired products is regulated in several laws and regulations. First, Law No. 8 of 1999 on Consumer Protection (UUPK). Consumer rights are outlined in Article 4 of the UUPK, which states:

- a. The right to comfort, safety, and security in consuming goods and/or services.
- b. The right to choose goods and/or services and obtain goods and/or services that correspond to the value and condition as well as the guarantees promised.
- c. The right to truthful, clear, and honest information regarding the condition and guarantees of goods and/or services.
- d. The right to have their opinions and complaints heard regarding the goods and/or services they use.
- e. The right to obtain advocacy, protection, and dispute resolution in a proper manner.
- f. The right to receive consumer education and guidance.
- g. The right to be treated or served correctly, honestly, and without discrimination.
- h. The right to receive compensation, damages, and/or replacements if the goods and/or services provided are not in accordance with the agreement or are not as they should be.
- i. Rights as regulated in other laws and regulations.

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When related to expired products, consumers are protected under Article 4 (a) and (c) of the UUPK, which state that consumers have the right to comfort, safety, and security in consuming goods and/or services, as well as the right to truthful, clear, and honest information about the condition and guarantees of the goods. Furthermore, according to Article 8 Paragraph (1) (e) of the UUPK, business actors are required to ensure the consistency of the quality of products produced and/or traded, with the condition that the actual quality must correspond to the claims stated on the label. This provision aims to protect consumers' right to transparent and accurate information, while also preventing deceptive practices regarding product standards, including expiration dates.

Secondly, in the context of digital transactions, e-commerce business actors are also required to fulfill obligations as stipulated in Government Regulation No. 80 of 2019 on Electronic System-Based Trading (PMSE). Article 9 Paragraph (1) states that business actors must provide truthful, clear, and honest information about the products being traded. In addition, Law No. 11 of 2008 on Information and Electronic Transactions (ITE), as amended by Law No. 19 of 2016, Article 9 regulates that business actors must provide truthful, clear, accurate, and non-deceptive information. Therefore, in the perspective of Indonesian positive law, consumer protection against expired products in e-commerce is based on a strong legal foundation.

Legal protection for consumers is vital, especially when it comes to protecting them from expired products (Lamandau et al., 2024, p. 67). In its implementation, legal protection is divided into two types by Philipus M. Hadjon: Preventive Legal Protection and Repressive Legal Protection (Hadjon, 1978, p. 2). In the context of legal protection for consumers against the sale of expired products through e-commerce, preventive protection is realized by the state through legal instruments such as the Consumer Protection Law (UUPK) and the Information and Electronic Transactions Law (UU ITE). These two regulations serve as proactive legal umbrellas that regulate business actors' obligations, oversight mechanisms, and administrative sanctions to prevent violations before consumers suffer losses. On the other hand, repressive protection appears as a solution after violations occur, with mechanisms divided into two paths:

- a. Litigation Path: Dispute resolution through the judicial process, where consumers can file a lawsuit in court to obtain legal certainty and compensation.
- b. Non-Litigation Path: Resolution outside the court, usually through mediation with official institutions (such as the Consumer Dispute Settlement Agency/BPSK) as mediators. This approach emphasizes quicker, more flexible dispute resolution and prioritizes a win-win solution.

In practice, the implementation of legal protection faces significant challenges. Based on case studies previously discussed, there are several issues such as weak product supervision by marketplaces, lack of quality control over traded goods, minimal transparency regarding expiration dates, and slow consumer complaint handling mechanisms. One of the factors causing weak oversight is the marketplace business model, which connects sellers and buyers indirectly. In this model, e-commerce platforms act as intermediaries and do not always verify the products sold by third-party sellers. This creates an opportunity for the circulation of products that do not meet quality standards, including expired products.

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Moreover, challenges also arise in law enforcement. Dispute resolution mechanisms in ecommerce, which are typically done through customer service or dispute resolution within the platform, are often not transparent and do not provide legal certainty for consumers. Many consumers choose not to continue their complaints due to the complicated and lengthy process. Another aspect to consider is the limited understanding of consumers about their rights in digital transactions. Low digital literacy causes many consumers to be unaware of complaint mechanisms or the legal protections available to them. The existing legal protection is considered insufficient to fully protect consumers, so to strengthen legal protection for consumers, several strategic steps are needed, including:

a. Strengthening derivative regulations that are more specific to e-commerce

Although the Consumer Protection Law (UUPK), the ITE Law, and Government Regulation No. 80 of 2019 on PMSE already exist, these regulations are still general and do not specifically regulate the technical details related to consumer protection in the very dynamic e-commerce ecosystem. One of the needed strengthening measures is the drafting of Ministerial Regulations (PERMEN) or Circular Letters (SE) that explicitly regulate e-commerce business actors' obligations to display product expiration dates (for food, drugs, cosmetics). Additionally, specific regulations about Shared Liability between the marketplace platform and sellers are needed to ensure there is no gap in responsibility when disputes occur.

b. Enhancing government oversight capacity

So far, government oversight of offline trade has been much stronger than in ecommerce. In the digital realm, oversight is minimal due to infrastructure limitations and the lack of an integrated digital monitoring system. Strengthening oversight could involve developing a digital monitoring system that allows the government to automatically monitor the products being traded on marketplaces.

- c. Platform obligation to conduct quality control Currently, most marketplaces only act as intermediaries providing a transaction space for sellers and buyers, without active involvement in verifying the products being sold. Strengthening measures could include requiring platforms to implement strict seller and product verification mechanisms, especially for food, beverages, medicine, cosmetics, and other consumer goods. This aims to ensure that e-commerce platforms are not only passive actors but also play an active role in ensuring the quality and safety of the products circulating through their systems.
- d. Transparency of product information and simplifying dispute resolution mechanisms One of the biggest consumer complaints in e-commerce is the complicated and slow complaint resolution process, especially regarding non-consumable products. A recommended strengthening measure is to provide an Online Dispute Resolution (ODR) system that is fast, efficient, transparent, and easily accessible by consumers within the e-commerce platform. Additionally, platforms should offer automatic refund/return features for consumers when it is proven that a product is expired or unfit for consumption, without requiring a lengthy process. The goal is to create a dispute resolution process that is simple, transparent, fast, and consumer-friendly.

2. Islamic Business Ethics Principles to Prevent the Sale of Expired Products in Ecommerce

In the business world, ethics plays a crucial role in the journey of a business organization. Business ethics serves as a normative foundation that guides a company in making strategic decisions. According to Hill and Jones, business ethics is a moral framework for leaders to weigh every action and business policy. Every action, decision, and behavior of business stakeholders will be evaluated using ethical parameters. Business ethics is a parameter that measures the right and wrong actions taken in the business world (Handayani, 2021, p. 10).

The definition of Islamic business ethics is a set of values about what is good, bad, right, and wrong in business based on moral principles in accordance with Sharia (Februari et al., 2025, p. 393). In Islam, ethics and business are closely linked, as Islam emphasizes the importance of conducting economic activities with strong moral and ethical principles. Islamic business is one that is respectful, cooperative, and upholds the rights of each party. The axioms or basic tenets of Islamic business ethics, according to Issa Rafiq Beekun, consist of five principles, including (Astuti, 2022, p. 24):

a. Tawhid (Unity)

Tawhid is a fundamental principle in Islamic economics that forms the theoretical and practical foundation, uniting logic, ethics, and aesthetics in economic activities. Tawhid in business leads entrepreneurs to believe that wealth and property belong solely to Allah SWT.

b. Justice (Adalah)

In business, Islam requires fairness, including toward those who are disliked. This is in line with Allah SWT's command in Surah Al-Maidah verse 8: "O you who have believed, be persistently standing firm in justice, witnesses for Allah, even if it be against yourselves or parents and relatives." Balance or justice represents the horizontal dimension of Islamic teachings related to the harmony of the universe. Therefore, balance, togetherness, and moderation are essential ethical principles that should be applied in business activities.

c. Free Will (Ikhtiyar)

Free will means that individuals and collectives have the full freedom to engage in business activities. The good person in Islamic economics is one who uses their freedom within the framework of tawhid, balance, and obedience to Allah SWT's rules, such as avoiding usury (riba). This freedom is not unlimited but is responsible.

d. Responsibility

Freedom without responsibility is impossible, as it does not require accountability. To fulfill the demands of justice and unity, each individual must be accountable for their actions. According to Sayyid Qutub, the Islamic principle of accountability is balanced in all forms and contexts, between the soul and body, individual and family, as well as between societies.

e. Ihsan (Benevolence)

All decisions and actions should benefit humanity in this world and the hereafter. In business, ihsan means the desire to do good and place business activities with the goal

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of kindness.

In Islam, business is not just an economic activity aimed at material profit but also part of worship that contains moral, spiritual, and social dimensions. The fundamental principles of Islamic business ethics emphasize justice (adalah), honesty (sidq), trustworthiness (amanah), and the prohibition of gharar in every transaction. These principles are relevant and can serve as solutions to prevent the sale of expired products in e-commerce.

a. Principle of Justice (Adalah)

Islam demands justice in all aspects of life, including business transactions. Sellers should not take advantage of consumers' ignorance or weaknesses to gain unfair profit. In the context of expired products, selling unfit products without informing the consumer is an unfair practice.

b. Principle of Honesty (Sidq)

Honesty is the foundation of all business interactions. (Asma & Dkk, 2024, p. 215). Businesses are expected to provide accurate information about their products or services, including their quality, origin, and price. The Qur'an commands businesspeople to be truthful in trade. Surah Al-Mutaffifin [83]:1-3 severely condemns those who cheat in measurements and weights. In Islamic teachings, honesty is a fundamental requirement in business activities (Amalia, 2014, p. 122). Prophet Muhammad (PBUH) strongly encouraged honesty in business. In this context, he said: "A Muslim is not allowed to sell a product with a defect unless he explains it" (H.R. Al-Quzwani). In e-commerce, businesspeople must provide accurate and truthful information about the product's expiration date. Concealing the condition of the product or not including the expiration date is a form of dishonesty that harms consumers.

c. Principle of Trustworthiness (Amanah)

Amanah means maintaining the trust given by others. Prophet Muhammad (PBUH) said, "A person's faith is incomplete if they cannot be trusted" (HR. Ahmad). In ecommerce, trustworthiness means ensuring that the goods shipped match the order, are in good condition, and are still fit for consumption. Dishonesty and negligence in maintaining this trust will negatively impact the reputation and blessing of the business.

d. Principle of Prohibition of Ambiguity (Gharar)

Islam forbids transactions that involve uncertainty because they can harm one of the parties. Islam requires clear and transparent business agreements and contracts, ensuring that all parties understand their rights and obligations. Failing to indicate the expiration date of products or hiding the condition of products is a form of gharar, which is prohibited in Islam. Prophet Muhammad (PBUH) said: "Do not sell something that is unclear (gharar)" (HR. Muslim).

e. Principle of Responsibility (Mas'uliyah)

Businesspeople are fully responsible for the quality of their products and the consequences of the products they market (Astuti, 2022, p. 80). If a business sells unsafe or unfit products, they are accountable in this world and the hereafter for the harm

caused. This principle is in line with the concept of compensation in Islamic commercial law (fiqh muamalah), which requires businesses to bear the losses caused by their mistakes or negligence.

Implementing these principles in e-commerce can strengthen the ethical compliance of business actors, prevent the circulation of harmful products, and build consumer trust. From the perspective of maqashid sharia (the objectives of Islamic law), consumer protection aligns with the goals of preserving life (hifz al-nafs), wealth (hifz al-mal), and intellect (hifz al-'aql). Therefore, integrating Islamic business ethics principles into e-commerce practices is not only relevant but also supports the achievement of fair, transparent, and just transactions.

If business actors violate Islamic business ethics principles in e-commerce, especially regarding the sale of expired products, there are consequences from a sharia perspective. The consequences for business actors include sins for violating trust and honesty, the loss of blessings in wealth and business, and the risk of being held accountable in the hereafter for harming others' rights. To implement these Islamic business ethics principles effectively in e-commerce, business actors can adopt the following strategies:

a. Provide Clear and Complete Product Information

From the perspective of the principles of honesty (sidq) and the prohibition of ambiguity (gharar), clear product information is a fundamental element in ethical ecommerce transactions. Business actors must provide transparent, accurate, and complete information regarding the products they offer.

- b. Establish Internal SOPs for Product Quality Control Before Shipment To ensure the implementation of the principles of trustworthiness (amanah) and responsibility (mas'uliyah), business actors should establish Standard Operating Procedures (SOPs) to ensure that products meet quality standards before being shipped. The components of the SOP for quality control may include product inspections (checking packaging, seals, and expiration dates), procedures for sorting expired or damaged products, a checklist for product suitability before packing, and reporting and handling procedures for defective or expired products.
- c. Participate in Islamic Business Ethics Training

To implement Islamic values effectively, business actors should enhance their understanding through Islamic business ethics training. Relevant topics for the training include: 1) Basic Islamic commercial law (fiqh muamalah) in modern business; 2) The application of maqashid sharia in digital transactions; 3) Islamic ethics in buying and selling and the prohibition of gharar in e-commerce; 4) Case studies on business ethics violations and their impacts; and 5) Strategies for implementing Islamic business ethics in e-commerce operations. By attending such training, business actors can gain various benefits, such as increasing Islamic ethics literacy among business people, enhancing the business's reputation (can be used as a label for trustworthy sharia-compliant businesse), and strengthening the business's integrity in the long term.

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D. CONCLUSION AND SUGGESTIONS

This research demonstrates that legal protection for consumers against the circulation of expired products in e-commerce in Indonesia has a strong juridical foundation through the Consumer Protection Act (UUPK), the Electronic Information and Transactions Act (UU ITE), and the Government Regulation on the Implementation of Electronic Systems and Transactions (PP PSTE). However, the implementation of such legal protection still faces challenges, including weak mechanisms for quality control of products marketed through digital platforms, a lack of transparency and accuracy of product information, and limited effectiveness in resolving consumer complaints. This research also emphasizes that strengthening consumer protection cannot solely rely on regulatory aspects but should also be synergized with the application of Islamic business ethics principles such as honesty (*sidq*), trustworthiness (*amanah*), justice (*'adl*), prohibition of uncertainty (*gharar*), and responsibility. The integration of these values can help close the gaps in legal protection while promoting more ethical, fair, and welfare-oriented business practices within the digital trade ecosystem.

The government is expected to reinforce the obligation of e-commerce platforms to verify products, implement strict quality control regarding product expiry dates and quality, and strengthen specific regulations requiring clear, accurate, and easily accessible information on product expiration dates for consumers. Additionally, it is necessary to establish a dispute resolution mechanism that is fast, effective, and focused on consumer protection. For business actors, it is important to apply Islamic business ethics standards by ensuring product information transparency, upholding trustworthiness in product distribution, and participating in Sharia business ethics training to enhance their understanding of business practices aligned with the principles of justice and responsibility. The development of a seller evaluation system based on honest reviews is also recommended to strengthen accountability. Meanwhile, consumers need to enhance their digital and legal literacy to be more informed, critical, and proactive in safeguarding their rights in e-commerce transactions while contributing to the creation of a healthy, safe, and sustainable digital trade ecosystem.

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