

USED MOTORCYCLE TRANSACTIONS VIA FACEBOOK: A COMPARATIVE STUDY OF ISLAMIC LAW AND CONSUMER PROTECTION

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Abstract

The phenomenon of online buying and selling through social media, particularly Facebook, has experienced significant growth and has become a popular alternative for used motorcycle transactions, including in the Kwanyar area of Bangkalan. However, this buying and selling practice poses several problems, such as a lack of clarity regarding contracts, incomplete or misleading vehicle information, and potential losses for consumers. This study aims to analyze the practice of buying and selling used motorcycles in the Kwanyar Facebook group from the perspective of Islamic law and Indonesian consumer protection law. This study used a qualitative approach with a case study method. Data collection techniques were conducted through observation, interviews with the sellers and buyers, and documentation of transaction activities in the Facebook group. The results indicate that the buying and selling practice is generally valid according to sharia due to the fulfillment of the contract elements and efforts to avoid serious gharar. However, there is still a lot of non-disclosure of information from sellers, which has the potential to violate consumer rights as stipulated in the Consumer Protection Law. Therefore, education and supervision are important to ensure that online buying and selling practices align with the principles of fairness, transparency, and legal protection.

Keywords: Online Buying And Selling, Islamic Law, Consumer Protection Law

Abstrak

Fenomena jual beli online melalui media sosial, khususnya Facebook, mengalami pertumbuhan yang signifikan dan telah menjadi alternatif populer dalam transaksi motor bekas, termasuk di wilayah Kwanyar, Bangkalan. Namun demikian, praktik jual beli ini menyimpan sejumlah persoalan, seperti kurangnya kejelasan akad, informasi kendaraan yang tidak lengkap atau menyesatkan, serta potensi kerugian yang dialami konsumen. Penelitian ini bertujuan untuk menganalisis praktik jual beli motor bekas di grup Facebook Kwanyar ditinjau dari perspektif hukum Islam dan hukum perlindungan konsumen Indonesia. Penelitian ini menggunakan pendekatan kualitatif dengan metode studi kasus. Teknik pengumpulan data dilakukan melalui observasi, wawancara terhadap pelaku jual beli (penjual dan pembeli), serta dokumentasi aktivitas transaksi di grup Facebook. Hasil penelitian menunjukkan bahwa praktik jual beli umumnya sah secara syariat karena terpenuhinya unsur akad dan upaya menghindari gharar berat. Namun, masih banyak ditemukan ketidakterbukaan informasi dari pihak penjual yang berpotensi melanggar hak konsumen sebagaimana diatur dalam Undang-Undang Perlindungan Konsumen. Oleh karena itu, penting adanya edukasi dan pengawasan agar praktik jual beli online selaras dengan prinsip keadilan, transparansi, dan perlindungan hukum.

Kata kunci: Jual Beli Online, Hukum Islam, Hukum Perlindungan Konsumen



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INTRODUCTION

The rapid advancement of information technology has permeated nearly all aspects of human life, including economics and commerce.¹ Digital transformation has introduced a new model for buying and selling: e-commerce, which lets people conduct transactions quickly and flexibly. A clear example of this trend is the growing use of social media as a trade platform. It's no longer just for social communication; it's become an effective and practical commercial space.²

Social media platforms like Facebook, Instagram, TikTok, and WhatsApp are now widely used for buying and selling. Among these, Facebook is particularly dominant, offering its Marketplace feature and location-based buy-and-sell groups that facilitate direct interaction between sellers and buyers. In local contexts, such as the Kwanyar region of Bangkalan Regency, buying and selling used motorcycles through Facebook groups has become a primary alternative for residents seeking affordable vehicles and quick transactions.³ This indicates that social media has largely taken over the role of conventional markets, especially in areas with limited access to formal trading infrastructure.⁴

However, the ease and speed of these digital transactions aren't always matched by guaranteed legal protection for consumers. The informal and unregulated nature of social media buy-and-sell groups often leads to various problems, such as discrepancies in item information, fraud, transactions without clear agreements, and difficulty in obtaining accountability when disputes arise.⁵ Many consumers feel cheated because the items they receive don't match the description, have physical defects, or come with invalid vehicle documents. This situation highlights the potential for *gharar* (ambiguity) and *tadlis* (hidden deception) in these transactions.⁶

From the perspective of Islamic law, buying and selling activities are governed by strict normative principles, including the validity of *akad* (contract), mutual consent, transparency of information, and the prohibition of harmful elements such as *gharar* and *tadlis*.⁷ *Fiqh muamalah* emphasizes honesty, clarity of the transaction object, and the protection of property rights (*hifz al-*

¹ Ilham Hanafi et al, "Sistem Informasi Jual Beli Motor Bekas Berbasis Aplikasi Mobile Di Dealer AMANAH Syariah Motor," t.t., 1.

² Sudung Simatupang et al, "Facebook Marketplace Serta Pengaruhnya Terhadap Minat Beli," *Jurnal Ekbis* 22, no. 1 (20 Maret 2021): 29.

³ Fatih Fuadi, "Efektifitas Pemanfaatan Jejaring Sosial (Facebook) Sebagai Media Bisnis Online Dalam Meningkatkan Volume Penjualan," 2022, 28.

⁴ Rizki Aulia Hakim dan Hendra Riofita, "Pemanfaatan Marketplace Facebook Sebagai Media Pemasaran Online," *Jurnal Strategi Bisnis dan Keuangan* 5, no. 4 (2024): 31.

⁵ Antoni Saputra, "Perlindungan Hukum Bagi Konsumen dan Pelaku Usaha Dalam Transaksi Jual Beli Online Dengan Menggunakan Metode Cash On Delivery," *Indragiri Law Review* 2, no. 3 (3 Desember 2024): 1.

⁶ Ely Laily Bunga Rahayu dan Nur Syam, "Digitalisasi Aktivitas Jual Beli di Masyarakat: Perspektif Teori Perubahan Sosial," *Ganaya : Jurnal Ilmu Sosial dan Humaniora* 4, no. 2 (20 September 2021): 681.

⁷ St. Salehah Madjid, "Prinsip Prinsip (Asas-Asas) Muamalah," *Jurnal Hukum Ekonomi Syariah* 2, no. 1 (16 Desember 2018): 16.

māl) as fundamental requirements for lawful transactions.⁸ Transactions involving ambiguity or deliberate manipulation of information are considered inconsistent with Sharia principles because they jeopardize justice and potentially harm one of the contracting parties.⁹

Similarly, within the framework of Indonesian positive law, Law Number 8 of 1999 concerning Consumer Protection (UUPK) provides a comprehensive legal foundation to safeguard consumer rights, including the right to accurate information, safety, comfort, and compensation for losses. However, in practice, these legal protections are often weakly implemented in social media-based transactions.¹⁰ Many individual sellers operating through Facebook groups lack adequate understanding of consumer protection obligations,¹¹ while consumers themselves frequently possess limited legal and Sharia literacy.¹² This gap contributes to a fragile digital trading ecosystem characterized by asymmetrical information and limited accountability.

Empirically, transactions within the Used Motorcycle Buy and Sell Facebook Group in Kwanyar, Bangkalan, are commonly conducted without written agreements or formal documentation. Product information is often incomplete or selectively disclosed, and no institutional mechanism exists to resolve disputes or ensure compensation when losses occur.¹³ These practices indicate that regulatory oversight and educational interventions in informal social media markets remain insufficient, particularly at the local level.¹⁴

Previous studies have extensively examined online buying and selling through social media from legal and economic perspectives. Research by Aidil Falaq Adiyaksa et al. focused on consumer protection within sharia economic law in the digital era,¹⁵ while Ratna Indah Lestari et al. analyzed consumer protection issues in Instagram-based transactions,¹⁶ Other studies, such as those by Arifin Abdullah and Almiftahul Ramadhan, explored legal certainty in online transactions

⁸ Inti Ulfi Sholichah dan Kiki Rahayu, “Warung Kejujuran Dalam Perspektif Fiqh Muamalah,” *Syar’ie* 4, no. 1 (2021): 4.

⁹ Stephanie Nathania Maramis, Merry Elisabeth Kalalo, dan Rudolf Sam Mamengko, “Kajian Hukum Tentang Keabsahan Jual Beli Online Pada Aplikasi Facebook” XI, no. 4 (Mei 2024): 2.

¹⁰ Arifatul Hasanah dkk., “Pengaruh Media Sosial Dalam Transaksi Jual Beli Di Era Digital,” *Journal Beauty and Cosmetology (JBC)* 4, no. 1 (2022): 2.

¹¹ Ika Menarianti dkk., *E-Commerce* (Purbalingga: Eureka Media Aksara, 2024), 170.

¹² Umi Salamah, Zaenal Abidin, dan Zeni Sunarti, “Etika Bisnis Syariah dalam E-Commerce: Membeli Tanpa Khawatir Riba,” *Jurnal Analisis Hukum* 8, no. 1 (2025): 3.

¹³ Aditya Yudhatama Idham dan Yudho Taruno Muryanto, “Problematika Penyelesaian Sengketa Dalam Transaksi Jual Beli Melalui Media Sosial Kaitanya Terhadap Barang Yang Tidak Sesuai Kesepakatan (Pesanan),” *Jurnal Privat Law* 8, no. 1 (2 Februari 2020): 9.

¹⁴ Muhammad Fadly Nasution dkk., “Perlindungan Hukum bagi Konsumen dalam Transaksi E-Commerce Berdasarkan Undang-Undang Perlindungan Konsumen,” *Jurnal Pendidikan, Sosial, dan Humaniora* 4, no. 2 (2025): 1934.

¹⁵ Aidil Falaq Adiyaksa dkk., “Analisis Perlindungan Konsumen Dalam Jual Beli Menurut Hukum Ekonomi Syariah Pada Era Berkembangnya Teknologi Internet,” *Al-Zayn : Jurnal Ilmu Sosial & Hukum* 3, no. 2 (1 Mei 2025): 272.

¹⁶ Indah Lestari et al, “Perlindungan Hukum Terhadap Konsumen Yang Terlibat Dalam Transaksi Jual Beli Pada Media Sosial Instagram,” *Jurnal Analisis Hukum* 5, no. 2 (25 September 2022): 191.

from both Islamic and national legal perspectives.¹⁷ However, these studies largely adopt a general or platform-wide approach and do not sufficiently address the **localized, informal, and high-risk nature of used motorcycle transactions conducted through Facebook groups**, nor do they provide an integrated empirical comparison between Islamic law principles and consumer protection law at the community level.

Therefore, this research offers a distinct contribution by examining **used motorcycle transactions within a specific local Facebook group in Kwanyar, Bangkalan**, employing an empirical case-study approach that integrates Islamic legal analysis with Indonesian consumer protection law. By focusing on an understudied local context and a high-value consumer good prone to information asymmetry, this study advances existing literature on digital commerce by highlighting the interaction between normative legal frameworks and everyday transactional practices. The findings are expected to provide both theoretical enrichment for socio-legal studies and practical guidance for consumers, sellers, and policymakers in strengthening fair, transparent, and legally protected digital transactions in the contemporary era.

RESEARCH METHODS

This research uses a qualitative approach with a field research design. This approach was chosen because it's considered the most suitable for exploring and understanding the social and legal phenomena occurring in the practice of online used motorcycle transactions via social media, specifically within the Kwanyar Buy and Sell Facebook Group in Bangkalan.¹⁸ Qualitative research allows researchers to obtain in depth, contextual, and up-to-date data through direct interaction with informants in the field..¹⁹ Its main purpose is to describe the reality on the ground while holistically analyzing its meaning and legal implications from the perspectives of both Islamic law and consumer protection law. This research is descriptive, analytical, and comparative: it's descriptive because it systematically presents the conditions of these buying and selling practices; analytical in examining the legal impact of these practices; and comparative in contrasting the reality observed in the field with the norms of Islamic law and national law, particularly concerning aspects of contractual agreements (akad), information clarity, and consumer rights protection.²⁰

To achieve these objectives, two main approaches were used: normative and empirical. The

¹⁷ Arifin Abdullah dan Almiftahul Ramadhan, "Kepastian Hukum Terhadap Hak Konsumen Di Era Digital Pada Transaksi Jual Beli Online," *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 4, no. 1 (20 Juni 2022): 5.

¹⁸ Annita Sari dkk., *Dasar-Dasar Metodologi Penelitian* (Jayapura: Angkasa Pelangi, 2023), 11.

¹⁹ Salman Priaji Martana, "Problematika Penerapan Metode Field Research Untuk Penelitian Arsitektur Vernakular Di Indonesia," *Dimensi Teknik Arsitektur* 34, no. 1 (t.t.): 59.

²⁰ Abdul Fattah Nasution, *Metode Penelitian Kualitatif, Pertama* (Bandung: Harfa Creative, 2023), 3.

normative approach was employed to examine written legal sources, both from Islamic legal literature (such as the Qur'an, Hadith, and fiqh books) and from national legislation (like Law Number 8 of 1999 concerning Consumer Protection and the Civil Code). This normative analysis aimed to understand the fundamental legal principles regarding contracts (akad), the prohibition of gharar (ambiguity) and tadbis (deception), and the rights and obligations of consumers.²¹ Meanwhile, the empirical approach was used to examine field data obtained through interviews and observations of transaction participants in the Facebook group. The combination of these two approaches allows the researcher to conduct a complete and comprehensive study of the interaction between legal norms and social practices.²²

The data sources for this research consist of both primary and secondary data. Primary data was obtained through direct interviews with six informants actively involved in online used motorcycle transactions: Moh. Affan, Seno Sasmito, and Mulyadi (sellers), along with Ainurrahman Hidayat, Wildhan Romdhoni, and Rizky (buyers).²³ In addition to interviews, observations were also conducted on group activities, such as ad postings, negotiation processes, and private communications between users. Secondary data was obtained from a literature review, including fiqh muamalah books, academic journals, relevant theses or dissertations, and positive legal regulations.²⁴ Data collection was carried out through semi structured interviews and documentation, including screenshots of Facebook group posts. Data analysis followed the interactive model by Miles and Huberman, which consists of three stages: data reduction, data display, and conclusion drawing.²⁵ Researchers combine inductive and deductive approaches to produce sharp, relevant, and contextual conclusions regarding legal issues in online buying and selling via social media.²⁶

²¹ Muhaimin, *Metode Penelitian Hukum*, I (Nusa Tenggara Barat: Mataram University Press, 2020), 122.

²² Fachrizal Afandi, "Penelitian Hukum Interdisipliner Reza Banakar: Urgensi dan Desain Penelitian Sosio-legal," *Undang: Jurnal Hukum* 5, no. 1 (11 Juli 2022): 232.

²³ Fildza Malahati dkk., "Kualitatif: Memahami Karakteristik Penelitian Sebagai Metodologi," *Jurnal Pendidikan Dasar* 11, no. 2 (31 Desember 2023): 344.

²⁴ Malahati dkk., 344.

²⁵ Sapto Haryoko, Bahartiar, dan Fajar Arwadi, *Analisis Data Penelitian Kualitatif "Konsep, Teknik, & Prosedur Analisis"*, I (Makassar: Badan Penerbit UNM, 2020), 202.

²⁶ Siti Fadjarani dkk., *Pendekatan Penelitian "Pendekatan Multidisipliner"* (Gorontalo: Ideas Publishing, 2020), 205.

RESULTS AND DISCUSSION

Practices of Buying and Selling Used Motorcycles in the Kwanyar Buy and Sell Group via Facebook

Selling and buying used motorcycles on Facebook, especially within the Kwanyar Bangkalan Buy and Sell Group, has become a popular alternative due to its ease of access, wide reach, and diverse pricing options. Sellers like Mr. Affan utilize this platform after previously trying conventional methods. He advertises his motorcycles with the help of the group admin, including photos and item descriptions. However, in practice, he often doesn't list the motorcycle's flaws in detail, fearing it might deter potential buyers.

"Before taking photos, I wash and polish certain parts to make the motorcycle look clean. I don't write clearly about the motorcycle's condition because I'm afraid if I explicitly list its flaws, people won't buy it. But that doesn't mean I'm being deceptive; my plan is to answer and describe the motorcycle's condition in detail only when the buyer specifically asks."²⁷

Similar practices are observed among other sellers who strive to present motorcycles as favorably as possible in photos and descriptions, even if these don't fully reflect the actual condition. Nevertheless, some sellers, like Mr. Mulyadi and Mr. Seno, consciously practice transparency in their advertisements. They list the motorcycle's condition as it is and offer potential buyers the opportunity to conduct direct inspections before the transaction.

"Usually, I invite buyers to meet first. But if they're from outside the area, I offer a video call and send detailed information about the motorcycle. Once we agree on the price and condition, I ask for written confirmation of their agreement. After that, they transfer the down payment, and the rest when the motorcycle is delivered or picked up."²⁸

Transactions within this group follow a simple yet vulnerable mechanism: potential buyers view advertisements, which include photos and vehicle descriptions, then communicate directly via comments or private messages. Price negotiations and transaction agreements occur either online or during direct meet-ups. However, in many cases, these agreements aren't followed by a clear, legally documented contract. While this practice appears efficient and flexible, it leaves significant room for potential disputes and fraud due to the absence of formal proof or contractual protection. This phenomenon is evident in Wildhan's case.

"Initially, there was nothing. But after a few days of use, it turned out there was a scratch on a part of the motorcycle. When I took it to the workshop, they said this part was intentionally covered up for fear the price would drop if the buyer knew. I felt a bit disappointed because

²⁷ Affan, wawancara, Bangkalan, 20 April 2025.

²⁸ Seno, Wawancara, 25 Juni 2025.

when I bought it, the seller said the motorcycle was still pristine and rarely used."²⁹

Sellers like Mr. Mulyadi and Mr. Seno even demonstrate excellent muamalah (Islamic transactional practices) by openly explaining vehicle conditions, including information on legal documents, and allowing potential buyers to directly inspect the motorcycles. However, not all sellers show similar commitment. In an interview with Mr. Affan, it was found that he often conceals minor information, such as scratches on the vehicle body, under the pretense that "it will be explained if the buyer asks.

"Generally, I invite buyers to meet in person first. However, if the buyer is from outside the area, I usually make a video call and send detailed information about the motorcycle's condition. Once we agree on the price and condition, I ask for written confirmation as proof of agreement. After that, the buyer transfers the down payment, and the remaining payment is made when the motorcycle is delivered or picked up."³⁰

From the consumer side, several informants like Dayat and Rizky demonstrated personal initiative in directly inspecting the motorcycle's condition and verifying the legality of its documents before completing the transaction.

"I contacted the seller, then we arranged to meet. I checked the motorcycle myself, including the engine, documents, and other completeness. The seller was also open when I asked questions."

Islamic Legal Perspective Analysis

In the tradition of Islamic law, akad (al-'aqd) serves as the fundamental basis for creating obligations between two parties in a transactional relationship (muamalah).³¹ A valid akad must fulfill four main pillars: the presence of contracting parties (al-muta'āqidain), a clear offer and acceptance (ṣīghat), a specific object of sale (ma'qūd 'alayh), and a clear and agreed-upon price or value (thaman). These four elements are the primary parameters for assessing the validity of a sale and purchase transaction according to Sharia.³²

This study's findings indicate that the used motorcycle sales practices of the three sellers Mr. Affan, Mr. Mulyadi, and Mr. Seno via the Kwanyar Buy and Sell Facebook Group, fundamentally meet the valid elements of a sale and purchase contract (akad). Social media is utilized as a tool for communication and product promotion, while transactions and agreements are

²⁹ Wildhan, Wawancara, 24 Juni 2025.

³⁰ Mulyadi, Wawancara, 25 Juni.

³¹ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multi Akad (Hybrid Contract) Dan Desain Kontrak Ekonomi Syariah* (Yogyakarta: TrustMedia Publishing, 2020), 34.

³² Ismail Pane, Hasan Syazali, dan Syaflin Halim, *Fiqh Mu'amalah Kontemporer* (Pidie Aceh: Yayasan Penerbit Muhammad Zaini, 2022), 34.

still concluded either directly or online, maintaining information transparency.³³ For example, Mr. Affan sold his motorcycle to upgrade to a better vehicle. He used social media as an intermediary and openly agreed on the price. Mr. Seno and Mr. Mulyadi followed similar practices, prioritizing clear information and mutual agreement.³⁴

In terms of ambiguity or *gharar*, all sellers strive to avoid *gharar fāḥisy* (excessive ambiguity), which is prohibited in Islam. Although Mr. Affan initially did not list all of the motorcycle's flaws in the initial advertisement, he still conveyed the information honestly when asked by potential buyers, which can be categorized as *gharar yasīr* (minor ambiguity) that does not invalidate the contract (*akad*).³⁵ Mr. Mulyadi and Mr. Seno even openly disclose the physical and technical condition of their vehicles and allow buyers to conduct direct inspections before the transaction.³⁶

Furthermore, these three sellers demonstrate the application of *maqāṣid sharī'ah* values, particularly the principle of *ḥifẓ al-māl* (protection of wealth).³⁷ They demonstrate prudence, trustworthiness, and transparency, all aimed at protecting both parties from loss and fraud. For example, Mr. Seno offers video calls and written confirmation to buyers from outside the area to ensure transparency and prevent post-transaction disputes.³⁸

From the buyers' side, the three other informants Mr. Dayat, Mr. Rizky, and Wildan—demonstrated diligence and caution in their purchasing decisions. They weren't easily tempted by low prices and prioritized verifying the technical condition of the vehicle, legal documents, and the seller's reputation.³⁹ Mr. Rizky even requested a photocopy of the seller's ID and an invoice as part of his self-protection measures. These practices illustrate that the elements of *ṣīghat* (offer and acceptance), clarity of the object (*ma'qūd 'alayh*), and *thaman* (price) were fulfilled, simultaneously demonstrating consumer awareness of the principle of *ḥifẓ al-māl* (protection of wealth).⁴⁰

Thus, it can be concluded that the practice of buying and selling used motorcycles by all six informants fulfills the provisions of Islamic law, both in terms of *akad* (contractual agreement),

³³ Syaiful্লা M.S, "Etika Jual beli Dalam Islam," *Hunafa* 11, no. 2 (desember 2014): 337.

³⁴ Safira Riza Umami, "Muamalah Dalam Hukum Jual Beli Secara Online Menurut Syariat Islam Dan Negara," *Jurnal Masharif al-Syariah* 9, no. 5 (2024): 3692.

³⁵ Al Imam Asy-Syaukani, *Bustān al-Akḥbār Mukhtaṣar Nayl al-Awṭār "Jilid 3,"* Pertama (Jakarta Selatan: Pustaka Azzam, 2006), 3.

³⁶ Rahmat Hidayat, *Fikih Muamalah "Teori Dan Prinsip Hukum Ekonomi Syariah"* (Medan: Tungga Esti, 2022), 95.

³⁷ Sigit Nurhendi, *Konsep Harta dalam Islam*, 1 ed. (Malang: Literasi Nusantara Abadi Grup, 2024), 26, literasinusantaraofficial@gmail.com.

³⁸ Fitrah Sugiarto, *Fiqh Mu'amalah* (Sleman, Yogyakarta: Pustaka Egaliter, 2022), 111.

³⁹ Shobirin Shobirin, "Jual Beli Dalam Pandangan Islam," *BISNIS : Jurnal Bisnis dan Manajemen Islam* 3, no. 2 (17 Agustus 2016): 251.

⁴⁰ Fikri Ibnu Fazda dan Fatmah Taufik Hidayat, "Fiqh Muamalah Sebagai Solusi Dalam Menghadapi Praktik Riba Dan Gharar," *Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory* 2, no. 4 (2024): 2169.

the avoidance of *gharar* (ambiguity), and the application of *maqāṣid sharī'ah* (objectives of Islamic law) values. Nevertheless, the practice of information transparency and transaction documentation still needs to be improved as a preventative measure in navigating the complexities of digital transactions.

Consumer Protection Perspective Analysis

In the realm of Indonesian positive law, used motorcycle transactions conducted by individuals via social media can be analyzed under Law Number 8 of 1999 concerning Consumer Protection (UUPK). According to Article 1, paragraph 3, a business actor is defined as anyone who actively trades goods or services within the scope of Indonesian law, including individuals.⁴¹

The three sellers Mr. Affan, Mr. Mulyadi, and Mr. Seno can be categorized as business actors under the UUPK (Consumer Protection Law) because they consciously engage in the commercial activity of trading used motorcycles.⁴² Based on Article 7 of the UUPK, business actors are obligated to act in good faith, provide true and non-misleading information, and be responsible for the quality of the goods they trade.⁴³

In practice, Mr. Seno demonstrates the highest compliance with the principles of the UUPK by providing honest and complete information and encouraging direct meetings to prevent misunderstandings.⁴⁴ Conversely, Mr. Affan initially delayed disclosing vehicle defects, fearing it would affect buyer interest. This practice legally falls into a gray area. If important information is conveyed before the transaction occurs and does not cause harm, it may still be tolerated. However, if it causes loss to the buyer, it can be categorized as a violation of Article 7 and Article 8 paragraph (1) of the UUPK.⁴⁵

Mr. Mulyadi demonstrates fairly good consumer protection practices by providing information as is, opening opportunities for negotiation, and accepting responsibility if the goods sold do not match the description.⁴⁶ This aligns with the principle of guaranteeing consumer rights

⁴¹ Hulman Panjaitan, *Hukum Perlindungan Konsumen "Reposisi dan Penguatan Kelembagaan Badan Penyelesaian Sengketa Konsumen Dalam Memberikan Perlindungan dan Menjamin Keseimbangan Dengan Pelaku Usaha"* (Jakarta: Jala Permata Aksara, 2021), 78.

⁴² Roby Dadhan Marganti Ritonga, "Itikad Baik Pelaku Usaha Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Gagasan Hukum* 2, no. 01 (30 Juni 2020): 73.

⁴³ Dadhan Marganti Ritonga, 74.

⁴⁴ Pemerintah Pusat Indonesia, "Undang-undang (UU) Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," Pub. L. No. LN. 1999/ No. 22 (1999), <http://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999>.

⁴⁵ Yessy Kusumadewi dan Grace Sharon, *Hukum Perlindungan Konsumen*, I (Yogyakarta: Lembaga Fatimah Azzahrah, 2022), 63.

⁴⁶ Susilowati S. Dajaan, Deviana Yuanitasari, dan Agus Suwandono, *Hukum Perlindungan Konsumen* (Bandung: Cakra, 2020), 36.

to comfort, safety, and clear information as stipulated in Article 4 (a) and (c) of the UUPK.⁴⁷

Nevertheless, interview results also indicate consumer vulnerability due to limited legal knowledge. Wildan, for instance, stated that he felt deceived because a scratch on the motorcycle was concealed by the seller.⁴⁸ This experience reflects the weakness of education and oversight mechanisms for informal social media-based transactions.

Comparative Analysis of Islamic Law and Consumer Protection Law

When examining the practice of buying and selling used motorcycles through social media, specifically in the Kwanyar Buy and Sell Facebook Group, we find common ground between Islamic law and consumer protection law. Both frameworks prioritize protecting transacting parties. They emphasize the crucial principles of justice, honesty, and transparency as the foundation for any contract or agreement. In Islam, these values are detailed through the prohibition of *gharar* (ambiguity) and the encouragement of *maslahah* (public interest). Meanwhile, in positive law, particularly Law Number 8 of 1999 on Consumer Protection (UUPK), these principles are enshrined as consumer rights to accurate information, product safety, and good faith from business actors.⁴⁹

The substantial similarity between Islamic law and consumer protection law is also evident in their views on the responsibility of business actors or sellers. In Islamic law, the seller's responsibility is not merely a legal aspect but also a moral and spiritual one; a violation of honesty can invalidate the contract (*akad*).⁵⁰ Meanwhile, under consumer protection law, business actors are obligated to provide information that isn't misleading and are responsible for any losses incurred by consumers, as stipulated in Article 7 of the UUPK. In this context, sellers who conceal product defects or provide incomplete information can face administrative, civil, or even criminal sanctions if it's proven they harmed consumers.⁵¹

Although they have aligning goals, there are fundamental differences between these two legal systems in terms of their sources of law and their approaches. Islamic law is normative religious, based on divine revelation (the Qur'an and Sunnah), and developed through the method

⁴⁷ Rizki Amiruldin, Syahril Syahril, dan Fitri Rachmiati Sunarya, "Tinjauan Hukum Islam Terhadap Jual Beli Motor Bekas: Studi Kasus Adanya Kecacatan Tersembunyi Di Showroom Alseda Mandiri Motor Indramayu," *Sinomika Journal: Publikasi Ilmiah Bidang Ekonomi dan Akuntansi* 1, no. 5 (17 Januari 2023): 1113.

⁴⁸ Esther Masri dkk., *Buku Ajar Hukum Perlindungan Konsumen* (Surabaya: Jakad Media Publishing, 2023), 55.

⁴⁹ Zaenol Hasan, "Transaksi E-Commerce Dalam Perspektif Syekh Yusuf Al-qardawi: REelevansi Dengan Undang- Undang Perlindungan Konsumen," *Jurnal Hukum Ekonomi Syariah* 2, no. 2 (2024): 82.

⁵⁰ Prilla Kurnia Ningsih, *Fiqh Muamalah*, 1 ed. (Banten: RajaGrafindo Persada, 2021), 41.

⁵¹ Yanci Libria Fista, Aris Machmud, dan Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (29 Agustus 2023): 182.

of *ijtihad* (independent reasoning by Islamic scholars).⁵² Its approach is more ethical and spiritual, focusing on blessings and social justice. In contrast, consumer protection law is legal-formal, taking a juridical and administrative approach that emphasizes protection based on positive legal instruments. Consequently, in Islamic law, a violation of contractual principles can invalidate the transaction Islamically (*shar'ī*), whereas in positive law, a violation can trigger legal consequences such as compensation or other sanctions.

From a social perspective, violating the principle of honesty in transactions can erode public trust in digital transactions. In the context of social media like Facebook, unclear information or deceptive intentions can increase the risk of *gharar* (ambiguity) and real losses for consumers. This poses a challenge for both legal systems Islamic and positive to strengthen control over online transactions that aren't fully supervised by formal regulations or religious norms. Therefore, applying Sharia values such as *amanah* (trustworthiness), *ṣidq* (truthfulness), and *tabayyun* (clarification) needs to be combined with legal consumer protection instruments to foster a fair and dignified transactional environment.

Therefore, integrating Islamic legal principles with consumer protection law is crucial for building a healthier and more sustainable digital transaction ecosystem. Online sales involving individuals, often operating without a formal legal framework, can be made more orderly through legal education, the establishment of ethical standards for online trade, and institutional support from bodies like the Consumer Dispute Resolution Agency (BPSK) and religious institutions. This complementary approach ensures that justice, honesty, and consumer protection are guaranteed, both from a normative-religious and a legal-formal standpoint.

CONCLUSION

Based on research into used motorcycle transactions within the Kwanyar Bangkalan Buy and Sell Facebook Group, it's clear that, in general, these transactions meet the essential elements for a valid contract (*akad*) under Islamic law. This includes the presence of competent parties (*al-muta'āqidān*), clear offer and acceptance (*ijab kabul*), a defined object (*ma'qūd 'alayh*), and an agreed-upon price (*thaman*). Some participants have demonstrated strong *muamalah* awareness by providing sufficient information and allowing for item inspection, aligning with *maqāṣid sharī'ah* principles, particularly *ḥifẓ al-māl* (protection of wealth) and *al-'adālah* (justice). However, these practices aren't entirely ideal. We still observe elements of minor *gharar* (ambiguity), a lack of written contracts, and insufficient information transparency, which can potentially harm buyers.

From a positive law perspective, the practice of selling used motorcycles on Facebook isn't

⁵² Bakhtiar, "Perbedaan dan Persamaan Metode Penemuan Hukum Islam dan Metode Penemuan Hukum Positif," *Pagaruyuang Law Journal* 1, no. 2 (Januari 2018): 227.

fully in line with Law Number 8 of 1999 concerning Consumer Protection (UUPK). Consumers' rights to information, comfort, and safety aren't maximally fulfilled, primarily due to a lack of good faith from some sellers and the absence of written transaction proof. Therefore, there's a need for steps to strengthen legal and Sharia literacy for business actors and consumers alike. Cross-sector collaboration is essential to establish ethical standards for digital transactions, along with additional regulations that address informal online trading practices. These steps are hoped to realize fair consumer protection that aligns with both Islamic and national legal values.

SUGGESTIONS and RECOMMENDATIONS

For sellers, it's crucial to cultivate honesty and transparency when communicating a vehicle's condition, including openly disclosing any flaws or damage. This honesty isn't just a moral and Sharia obligation; it's also a form of legal protection that can prevent future disputes. Sellers are also advised to habitually document transactions through proof of transfer, conversation screenshots, or simple digital agreements so these can serve as legal evidence in case of conflict. Additionally, a strong understanding of consumer protection law and *fiqh muamalah* (Islamic commercial jurisprudence) is vital for running a business ethically and responsibly. Meanwhile, buyers are expected to exercise caution, not be tempted by low prices, and thoroughly verify the vehicle's condition and legality before purchasing. Buyers also need to retain transaction evidence and understand their rights to confidently seek justice if a violation occurs, whether through negotiation or available legal mechanisms.

For governments and regulators like the Ministry of Trade and BPKN (National Consumer Protection Agency), it's essential to strengthen legal education concerning the rights and obligations of both businesses and consumers in the digital sphere. They also need to establish specific regulations that cover informal sales conducted through social media. This is crucial to close legal loopholes often exploited by irresponsible parties. Platform managers like Facebook also play a significant role. They should provide robust reporting systems, identity verification, and supportive features like digital contracts or transaction ratings to prevent fraud. For academics and researchers, there's a need to develop interdisciplinary studies that integrate Islamic law, consumer protection, and the dynamics of the digital economy. Incorporating digital *muamalah* issues into higher education curricula is also a strategic step to produce competent, fair, and integrous business actors and legal practitioners ready for the digital commerce era.

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