

SHARIA ECONOMIC LAW ON LEGAL PROTECTION IN MIXED RICE TRANSACTIONS IN PALOLO DISTRICT

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Abstract

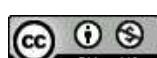
This research examines the practice of rice blending at Usaha Tiga Putri, which does not fully follow the principles of transparency stipulated in Sharia economic law and consumer protection law in Indonesia. Without notice to consumers, this practice can be categorized as tadlis or fraud under Sharia law, obscuring product quality and creating consumer dissatisfaction or loss. This study used an interview method to explore consumer perceptions regarding product information and business responsibility in delivering quality goods. The results show that the lack of information transparency makes consumers less aware of product quality, resulting in a decline in trust. The study's implications highlight the importance of regulation and education on transparency in the buying and selling of rice to build a fairer and more responsible trading environment in accordance with Sharia principles and consumer protection in Indonesia.

Keywords: Consumer protection; Sharia economic law; Mixed rice transaction

Abstrak

Penelitian ini meneliti praktik pencampuran beras di Usaha Tiga Putri yang tidak sepenuhnya mengikuti prinsip transparansi yang diatur dalam hukum ekonomi syariah dan hukum perlindungan konsumen di Indonesia. Tanpa adanya pemberitahuan kepada konsumen, praktik ini dapat dikategorikan sebagai tadlis atau penipuan menurut hukum syariah, yang mengaburkan kualitas produk dan menimbulkan potensi ketidakpuasan atau kerugian bagi konsumen. Studi ini menggunakan metode wawancara untuk menggali persepsi konsumen terkait informasi produk dan tanggung jawab usaha dalam penyampaian kualitas barang. Hasil penelitian menunjukkan bahwa kurangnya transparansi informasi membuat konsumen kurang memahami kualitas produk, sehingga terjadi penurunan kepercayaan. Implikasi penelitian menyoroti pentingnya

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regulasi dan edukasi transparansi dalam jual beli beras, demi membangun lingkungan perdagangan yang lebih adil serta bertanggung jawab sesuai prinsip syariah dan perlindungan konsumen di Indonesia.

Kata Kunci: Perlindungan konsumen; Hukum ekonomi syariah; Transaksi beras campuran.

A. INRODUCTION

Rice is the main staple food commodity in Indonesia.¹ Rice plays a central role in the life of society, including in Palolo District, Sigi Regency. For most of the population, rice is a staple food and part of economic and social stability.² Along with the importance of rice, buying and selling rice has become an essential and continuously developing economic activity. However, like other sectors of trade, the practice of buying and selling rice is not free from challenges, especially those related to the quality of the goods being traded. Cases are often found where traders mix low-quality rice with high-quality rice for higher profits.³ Such practices violate not only the principles of fairness but also.⁴ In trade, it also harms consumers,

¹ Sahrul Paipan and Muhammad Abrar, “Analisis Kondisi Ketergantungan Impor Beras Di Indonesia,” *Jurnal Perspektif Ekonomi Darussalam* 6, no. 2 (2020), <https://doi.org/10.24815/jped.v6i2.15000>.

² Norhashila Hashim et al., “Smart Farming for Sustainable Rice Production: An Insight into Application, Challenge, and Future Prospect,” *Rice Science* 31, no. 1 (2024): 47–61, <https://doi.org/10.1016/j.rsci.2023.08.004>.

³ Kompas, “Polisi Bongkar Penjualan Beras Premium Oplosan Yang Dilakukan Agen Beras Bulog Di Tarakan Kaltara,” *Kompas.com*, 2024, <https://regional.kompas.com/read/2024/06/12/085810078/polisi-bongkar-penjualan-beras-premium-oplosan-yang-dilakukan-agen-beras?page=all>; Reporter, “Terkait Beras Campuran, Polisi Gerebek Gudang Dan Toko Pelni Logistic Timika,” *SP: Sepatu Papua.com*, 2020, https://seputarpapua.com/view/11014-terkait_beras_campuran_polisi_gerebek_gudang_dan_toko_pelni_logistic_timika.html /page/5947/amp; CNN Indonesia, “Aparat Tangani Dugaan Beras Plastik Dalam Bansos Di Jabar,” *CNN Indonesia*, 2020, <https://www.cnnindonesia.com/nasional/20201001140337-12-553197/aparat-tangani-dugaan-beras-plastik-dalam-bansos-di-jabar>; Husnul Hidayati, “Tinjauan Sosiologi Hukum Terhadap Praktik Jual Beli Beras Campuran,” *Jurnal Ilmiah Multidisiplin* 1, no. 2 (2023): 44–56.

⁴ Agustina Arida et al., “Does Vertical Asymmetric Price Transmission Exist in The Rice Markets?,” *Agricultural and Resource Economics* 9, no. 1 (2023), <https://doi.org/10.51599/are.2023.09.01.04>; Edy Siswanto, Bonar Marulitua Sinaga, and Harianti, “The Impact of Rice Policy on Rice Market and The Welfare of Rice Producers

the most vulnerable party in the transaction whose rights should be protected by law.

Consumers can receive goods that match the price and quality promised. This is regulated under Law No. 8 of 1999 concerning Consumer Protection, which provides a legal foundation for consumers to obtain protection for their rights, including the right to clear information, the right to comfort and safety, and the right to choose quality products. Nevertheless, the reality shows that consumer rights are often neglected, particularly in rural areas, where oversight of buying and selling practices is often less optimal. One tangible example is the practice of buying and selling rice at Usaha Tiga Putri, where violations of consumer rights related to product quality were found.

This research examines how consumer legal protection is applied when buying and selling rice at Usaha Tiga Putri, Palolo District, Sigi Regency. This study focuses on two important aspects: the legal protection given to consumers in buying and selling rice and the perspective of Islamic Economic Law on such practices. In this context, consumer protection is not limited to implementing existing regulations but also concerns how Islamic law, as a legal system adopted by many business actors, can ensure fairness and transparency in trade.

This research differs from most previous studies, as it specifically examines the dynamics of consumer protection in the mixed rice trade in Palolo District, an area with rural market characteristics. Most previous studies focused more on rice trade in urban areas or on mixed rice trade,⁵ which already has more transparent regulations. However, there are few studies examining the implementation of consumer protection

and Consumers in Indonesia," *Jurnal Ilmu Pertanian Indonesia* 23, no. 2 (2018): 93–100, <https://doi.org/10.18343/jipi.23.2.93>.

⁵ Olief Ilmandira Ratu Farisi, Gulpi Qorik Oktagalu Pratamasunu, and Siti Sulaihah, "Classification of Rice Quality Using Backpropagation Based on Shape and Color," *Fountain of Informatics Journal* 7, no. 2 (2022), <https://doi.org/10.21111/fij.v7i2.7594>; Faidatul Hikmah, "Tinjauan Yuridis Fenomena Beras Oplosan Dalam Perspektif Hukum Perlindungan Konsumen," *Jurisprudentia: Journal of Law and Society* 1, no. 01 (2024): 1–9; Inne Christina and Ermanto Fahamsyah, "Perlindungan Konsumen Terhadap Hak Konsumen Atas Keamanan Dalam Mengkonsumsi Barang Dari Tindakan Pengoplosan Beras," *Jurnal Hukum Adigama* 1, no. 1 (2018), <https://doi.org/10.24912/adigama.v1i1.2189>.

regulations in the context of mixed rice trade.⁶ Especially in rural areas like Palolo, which faces unique challenges in implementing these regulations.

Additionally, this study offers a new perspective by introducing the application of principles of Islamic Economic Law, such as transparency and fairness, in ensuring consumer rights protection. This differs from previous studies that focused more on the legality or general regulations in the rice trade without delving deeper into applying these principles in a more specific local context.

The main goal of this research is to explain the legal protection for consumers in the practice of buying and selling rice in the Palolo District and to provide recommendations for improving the protection system based on the principles of Islamic Economic Law. This research is also expected to contribute practically to raising awareness among business actors about the importance of honesty and responsibility in every trade transaction while also serving as an academic reference for future consumer protection studies

B. LITERATURE REVIEW

1. Consumer Protection in Indonesia

Consumer protection in Indonesia is governed by Law No. 8 of 1999, which aims to safeguard consumers' rights in the transaction of goods and services. This law emphasizes the importance of rights to comfort, safety, security,⁷ And accurate product information. The primary goal of consumer protection is to increase consumer awareness and independence while encouraging businesses to act responsibly and

⁶ Muhamad Ikhsan and M. Hosen, "Perlindungan Hukum Konsumen Terhadap Peredaran Beras Yang Tidak Berstandar Di Kota Jambi," *Zaaken: Journal of Civil and Business Law* 2, no. 2 (2021), <https://doi.org/10.22437/zaaken.v2i2.12283>; Prihadi Tri Saputra, "Kebijakan Perubahan Sni Beras Dalam Pembuktian Tindak Pidana Mengedarkan Dan Memperjualbelikan Beras Campur Dalam Hukum Perlindungan Konsumen," *JURNAL EQUITABLE* 4, no. 2 (2019), <https://doi.org/10.37859/jeq.v4i2.1702>; Inne Christina and Ermanto Fahamsyah, "Perlindungan Konsumen Terhadap Hak Konsumen Atas Keamanan Dalam Mengkonsumsi Barang Dari Tindakan Pengoplosan Beras," *Jurnal Hukum Adigama* 1, no. 1 (2018), <https://doi.org/10.24912/adigama.v1i1.2189>.

⁷ Jayvenson Christopher Dellano Here Bessie and Dewa Gde Rudy, "Consumer Protection for Losses Arising from the Use of Auto Pilot-Based Technology in Indonesia," *Policy Law Notary and Regulatory Issues* 3, no. 1 SE-Articles (December 28, 2023): 106–12, <https://doi.org/10.55047/polri.v3i1.964>.

ethically in transactions.⁸

Key principles support consumer protection, including benefits, fairness, balance, security, and legal certainty.⁹ These principles are crucial in promoting a fair marketplace where consumers are protected from potential business exploitation. Indonesia's legal framework aims to balance consumer rights and business responsibilities, ensuring consumers are not victimized by harmful practices.¹⁰

2. Trade Practices in the Perspective of Sharia

Islamic teachings emphasize that transactions must adhere to honesty and transparency in the context of trading principles.¹¹ serta menghindari unsur riba. Al-Qur'an dan Hadis memberikan kerangka hukum untuk transaksi ini principles while avoiding elements of riba (usury). The Quran and Hadith provide a legal framework for these transactions,¹² Requiring both parties to voluntarily engage in the exchange of goods or services.¹³ These principles align with Indonesia's

⁸ Ratih Pratiwi et al., "Fraud Risk in Peer Lending Fintech Transactions: The Role of Consumer Protection Regulation in Indonesia," *International Journal of Social Science and Business* 6, no. 4 (2022), <https://doi.org/10.23887/ijssb.v6i4.46511>; Here Bessie and Rudy, "Consumer Protection for Losses Arising from the Use of Auto Pilot-Based Technology in Indonesia."

⁹ Syaharie Jaang, "Analisis Perlindungan Hukum Terhadap Konsumen Berdasarkan Prinsip Keadilan," *Jurnal Hukum Dan HAM Wara Sains* 2, no. 05 (2023), <https://doi.org/10.58812/jhhws.v2i05.303>.

¹⁰ N.G.N. Renti Maharaini Kerti, "Consumer Protection Institutions Strengthening in the Digitalization Era," *Indonesian Journal of Multidisciplinary Science* 3, no. 1 (2023), <https://doi.org/10.55324/ijoms.v3i1.675>.

¹¹ Kadek Mutiara Valentina and I Gede Agus Kurniawan, "Islamic Law and Business Ethics : Building Trust Through the Principles of Justice" 23, no. 3 (2024); Nurinayah, "Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah," *Tadayun: Jurnal Hukum Ekonomi Syariah* 4, no. 1 (2023): 63–78, <https://doi.org/10.24239/tadayun.v4i1.99>.

¹² Mohammad Nawir, "Kontekstualisasi Pemahaman Hadis Nabi Tentang Riba," *Tadayun: Jurnal Hukum Ekonomi Syariah* 2, no. 2 (2021): 101–16, <https://doi.org/10.24239/tadayun.v2i2.23>; Mukhtar Galib et al., "Jual Beli Online Dalam Perspektif Alquran," *Indonesian Journal of Islamic Economics and Business* 9, no. 1 (2024): 230–40, <https://doi.org/10.30631/ijoieb.v9i1.2350>.

¹³ Eny Sulistyowati, Nurul Hikmah, and Isye Junita Melo, "Obligations of Business Actors to Publish Halal Labels in Food as a Form of Legal Protection for Muslim Consumers," in *Proceedings of the 1st International Conference on Social Sciences*, 2018, <https://doi.org/10.2991/icss-18.2018.23>.

consumer protection laws, which advocate for fairness and transparency in every transaction.¹⁴

Applying principles of Islamic Economic Law, such as transparency and fairness, becomes highly relevant. These principles help create a fair trading environment and provide a basis for better consumer protection. For instance, product and price information transparency is essential to ensure consumers can make informed decisions and are not deceived by unethical trade practices.¹⁵ It is also key for traders to ensure they are accountable for their products, including quality and safety.

Trade under Islamic economic law is based on the pillars and conditions outlined in the Compilation of Sharia Economic Law (KHES). The pillars of trade include related parties, the object of the transaction, and the agreement between seller and buyer. These parties include the seller, buyer, and other parties involved in the agreement (Article 57 KHES), while the agreement must be based on the willingness of both parties. Article 76 KHES stipulates that goods must exist, be deliverable, have a particular value, be lawful, and be known to the buyer. Clarity includes specifications such as quality, quantity, measure, physical characteristics, and price. Ignorance of these aspects, particularly price, can be considered *tadlis* (fraud), while a lack of clarity may lead to *gharar* (uncertainty).¹⁶

The object of the transaction must meet clarity principles to ensure fairness and transparency, as stated in Article 76 clauses (e) and (f). Complete information about goods must be provided before the transaction, including the price, which both parties must clearly agree upon. Payment terms can be made directly or on credit, with specified times and amounts. In barter transactions, goods used as payment must not be unlawful items under Sharia, such as pork or alcohol. Sellers must

¹⁴ Azhar Rahadiyan Anwar and Inosentius Samsul, “Implementation of Consumer Rights, Obligations, and Business Actors’ Responsibilities in Case of Non-Conforming Goods,” *LEGAL BRIEF* 11, no. 6 (2023), <https://doi.org/10.35335/legal.v11i6.725>.

¹⁵ Is Susanto and Meki Johendra, “Transparansi Jual Beli Online : Perspektif Etika Islam Dalam Praktik E-Commerce,” *AT-TASHARRUF: Jurnal Kajian Hukum Ekonomi Syariah* 2, no. 1 (2024).

¹⁶ Nurinayah, “Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah.”

provide detailed information to ensure consumers fully understand all aspects of the traded goods, making transactions free from fraud and uncertainty while adhering to principles of justice and Sharia compliance.

Agung Aji Saputra researched the practice of mixed rice trading at Welit Market, Trimurjo, Central Lampung, where this practice involved mixing high-quality rice with low-quality rice but selling it at high prices.¹⁷ According to Islamic law, this practice contains fraud (*tadlis*), contradicting transparency principles, and unjustly harming consumers.

Research by Mubarok¹⁸ also highlighted the practice of mixed rice trading in Penaruban Village, Purbalingga. This practice involved *gharar* (uncertainty) if contracts were not openly conducted, potentially harming one party. According to Islamic law, transparent and mutually agreed-upon sales, such as those conducted among groups, are considered valid. In contrast, less transparent sales, such as retail sales, are deemed invalid because of uncertainty that may harm the parties involved.

Research by Husnul Hidayati also discussed the practice of mixing rice in the rice trade. This study highlighted traders mixing high-quality rice with low-quality rice in Sepit Village, where traders failed to inform buyers about the mixing. This practice has been a long-standing habit in every rice milling factory in Sepit Village.¹⁹

On the other hand, Yulfriani Hajab studied rice trading practices at Simpong Luwuk Market, where rice sellers openly sold their products according to market quality and price. This practice aligns with principles of justice and openness in Islamic economics, protecting consumers from exploitative pricing.²⁰

¹⁷ Agung Aji Saputra, "Praktik Jual Beli Beras Campuran Menurut Hukum Ekonomi Syariah Di Pasar Welit Kecamatan Trimurjo Kabupaten Lampung Tengah" (Institut Agama Islam Negeri (IAIN) Metro, 2020), <https://repository.metrouniv.ac.id/id/eprint/3532/>.

¹⁸ Mubarok, "Tinjauan Hukum Islam Terhadap Praktik Jual Beli Beras Oplosan (Studi Kasus Desa Penaruban, Kec. Bukateja, Kab. Purbalingga)" (Institut Agama Islam Negeri (IAIN) Purwokerto, 2017), <https://repository.uinsaizu.ac.id/2435/>.

¹⁹ Hidayati, "Tinjauan Sosiologi Hukum Terhadap Praktik Jual Beli Beras Campuran."

²⁰ Yulfriani Hajab, "Praktik Jual Beli Beras Di Pasar Simpong Luwuk Dalam Perspektif Ekonomi Islam" (Institut Agama Islam Negeri (IAIN) Palu, 2019), <http://repository.iainpalu.ac.id/1202/1/YULFRIANI AHAJAB.pdf>.

3. Consumer Dispute Resolution Mechanisms

In cases of disputes between consumers and businesses, Law No. 8 of 1999 provides dispute resolution mechanisms through mediation, conciliation, arbitration, and litigation. These options allow consumers to claim their rights effectively through formal legal channels or peaceful resolutions prioritizing fairness and transparency.²¹ These mechanisms are vital for maintaining consumer and market trust, especially in the digital era.²²

C. METHOD

This research employs a socio-legal approach, combining legal and sociological perspectives to examine consumer protection practices in the mixed rice trade at Usaha Tiga Putri, Tongoa, Palolo District, Sigi Regency. This approach was chosen because it allows the researcher to analyze the mixed rice trading phenomenon from a legal perspective and the standpoint of social norms and other factors influencing trader and consumer behavior.

The study was conducted at Usaha Tiga Putri, a general store selling various staple needs, including rice, in Tongoa Village, Palolo District, Sigi Regency. This business was selected as the research focus because it is one of the primary rice vendors in the village and is known for selling rice of varying qualities. The research subjects include the owner of Usaha Tiga Putri and the consumers who purchase rice from the store. Consumers were randomly selected from diverse social and economic backgrounds.

Data was collected through non-participant observation at Usaha Tiga Putri, where the researcher observed interactions between traders and consumers, the rice-selling process, and the information provided to consumers. In-depth interviews were conducted with the owner of Usaha Tiga Putri and consumers using semi-structured interview guidelines, covering questions about the types of rice sold, the practice of rice mixing, understanding of consumer protection laws, and purchasing experiences.

²¹ H Budiman et al., “The Application of Legal System Theory in Handling Consumer Dispute by the Consumer Dispute Settlement Agency (BPSK) Of Kuningan Regency,” 2022, <https://doi.org/10.4108/eai.2-12-2021.2320200>.

²² Kerti, “Consumer Protection Institutions Strengthening in the Digitalization Era.”

Interview results were recorded and transcribed. Documentation was also collected, such as photos of the rice trading process and related documents.

Data analysis was conducted qualitatively, following data reduction, presentation, and conclusion drawing. Data reduction involved selecting relevant and important data and summarizing it into notes and interview transcripts. Data was then presented in a descriptive narrative format, accompanied by quotes from interviews and observations. Conclusions were drawn by analyzing patterns and themes emerging from the data, interpreted within the framework of consumer protection theories and Sharia Economic Law. To ensure validity, data verification was conducted through source, technique, and time triangulation, ensuring the research results are credible and accurately reflect field conditions

D. RESULTS AND DISCUSSION

1. Research Results

a. Store Profile

Usaha Tiga Putri Rice Business, established by Mr. Rusdi in 2003, has become a leading rice distributor in Tongoa Village, Palolo District, Sigi Regency. Over its 21 years of operation, the business has grown significantly, becoming the primary source of income for Mr. Rusdi's family. Initially starting as a small-scale business selling rice by the liter using a motorbike at traditional markets, Usaha Tiga Putri has transformed into a large-scale producer and distributor of rice. Rice, once sold by the liter, is now marketed in 5 kg, 10 kg, 25 kg, and 50 kg sacks.

Table 1
Rice Price

No	Product Name	Rice Price			
		5kg	10kg	25kg	50kg
1.	Beras Santana	Rp.65.000	Rp.120.000	Rp.240.000	Rp. 480.000
2.	Beras Pulut	-	-	-	Rp. 500.000
3.	Beras Superwin	Rp.75.000	Rp.150.000	Rp.300.000	Rp. 600.000
4.	Beras Kepala	Rp.75.000	Rp.150.000	Rp.300.000	Rp. 600.000
5.	Beras Merah	-	-	-	Rp. 450.000

Source: Usaha Tiga Putri price

Mr. Rusdi has built a loyal and extensive consumer network through diligence and hard work, including restaurants and large regional kiosks.

b. Rice mixing practices and its impact on consumers

Findings indicate that the owner of Usaha Tiga Putri mixes rice of varying quality to stabilize product quality and avoid business losses. This practice is carried out without providing specific information to consumers. Based on interviews, the owner explained that mixing is necessary because rice supplies from distributors often vary in quality. If left unaddressed, this could lower the product's market value.

‘When I get rice from factories or mills, the quality often varies, such as broken grains or a slightly yellowish color. This rice is usually mixed with high-quality white rice with long grains, producing a more marketable product. Mixing also helps me avoid losses because consumers prefer rice that looks good and is ready to cook. Sometimes, the rice I get from other distributors varies in quality, and if it's not mixed, the lower-quality rice is harder to sell in the market.’

The owner provides information about rice quality, including criteria and physical condition, but only when consumers ask. If consumers do not inquire, no additional information is provided.

Consumers who do not ask for further details are unaware that the rice purchased has been mixed. Customers' opinions on rice trading at Usaha Tiga Putri are generally positive. Mrs. Siana Nur, a long-time customer, expressed satisfaction with the rice quality, stating that price changes are acceptable if they match the quality. Mrs. Jahnawati mentioned the friendly service but occasionally complained about price increases without prior notice. Mr. Fadlan found the rice quality sound, although he once found insects in the rice, which the owner replaced. None of the three were aware of the rice mixing but remained satisfied with the consistent quality.

From consumer interviews, most expressed satisfaction with the product quality, but their lack of awareness of mixing practices could affect their perception of the rice's value

c. Complaint Resolution

The research found that Usaha Tiga Putri provides product replacement services when complaints about rice quality reflect consumer protection efforts. The owner stated that complaints about unsatisfactory rice quality are resolved by offering replacements with better-quality rice. This demonstrates Usaha Tiga Putri's commitment to customer satisfaction, even though rice mixing practices remain a concern

2. Research Discussion

a. Consumer Protection

Although the practice of mixing rice varieties is not explicitly prohibited by law in Indonesia, it can be categorized as fraud or deception under Articles 378 and 372 of the Criminal Code. Article 378 of the Criminal Code defines fraud as misleading someone or making them believe something untrue with the intention of personal gain or harming others. Meanwhile, Article 372 concerns embezzlement, typically involving the misuse or mismanagement of goods, which can also apply to disputes in transactions related to the ownership or management of goods.

Specifically, Law No. 8 of 1999 on Consumer Protection states that consumers have the right to obtain clear and accurate product information. Findings show that while the owner of Usaha Tiga Putri is willing to provide explanations upon request, mixing rice varieties without notification can still infringe upon consumers' rights to know the product quality before purchase.

Article 4 of the Consumer Protection Law mandates that product information must be delivered honestly so that consumers can make informed decisions. Based on interviews, consumers expressed satisfaction with the quality but were unaware of the mixing practice, potentially leading to less informed decision-making.

In addition to Article 4, Article 7 of the Consumer Protection Law requires business actors to provide truthful, transparent, and honest information about their traded products. Furthermore, Article 62 imposes strict criminal sanctions for selling products without adequate transparency or information.

Moreover, under the Regulation of the Ministry of Agriculture of the Republic of Indonesia No. 52 of 2018, which establishes standards and quality of rice in Indonesia, rice traders must provide consumers with information about the quality of rice being sold. This ensures that consumers obtain clear information about the rice they purchase, especially at Usaha Tiga Putri. Based on this regulation, the author concludes that the business owner complies with Ministerial Regulation No. 52 of 2018 by explaining the quality of rice, including criteria and physical aspects (e.g., grain size, color, and completeness), chemical properties (e.g., moisture content, free bran content, and fineness), and microbiological aspects (free of pathogens).

b. Principles of Islamic Economic Law

From the perspective of Islamic economic law, mixing rice varieties without notification potentially violates the principles of honesty and transparency. Sharia requires transaction openness to prevent *tadlis* (deception) that harms consumers. This practice is considered *gharar*, or uncertainty in the object of sale, which Islamic law prohibits because it can harm consumers.

Islam strictly forbids *tadlis* because it contradicts the fundamental principles of honesty, transparency, and justice. *Tadlis* involves several forms of dishonesty, such as: a) Concealing defects or shortcomings in the goods sold to consumers. b) Providing misleading information, such as claiming the product has certain qualities or characteristics it does not possess. c) Manipulating prices or transaction terms dishonestly, such as setting prices or conditions without transparency.

In Islamic Economic Law, *tadlis* is not just a legal violation but also has negative social and economic impacts. Therefore, Islam emphasizes the importance of honesty, transparency, and mutual consent in transactions to create fair and mutually beneficial relationships. Although the term *tadlis* is not explicitly mentioned in the Qur'an, the principles of honesty and transparency are reflected in verses condemning all forms of deceit. For instance, the Qur'an, Surah Al-Baqarah, verse 188 states:

‘And do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you to consume a portion of the wealth of the people in sin, while you know [it is wrong].’ (Q.S. al-Baqarah/2:188)

Additionally, Surah An-Nisa, verse 29 emphasizes that every transaction must be conducted with honesty and transparency:

'O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent.' (Q.S. An-Nisa/4:29)

The Hadith of the Prophet Muhammad saw. also highlights the importance of honesty in trade. In a Hadith narrated by Al-Tirmidhi, the Prophet said: "*The honest and trustworthy merchant will be with the Prophets, the truthful, and the martyrs.*" (HR. Tirmizi)

Islamic principles prohibit practices such as:

- *Gharar* (uncertainty): Avoiding transactions full of ambiguity.
- *Riba* (usury): Prohibiting unjust gain in loans or investments.
- *Tadlis* (fraud): Forbidding all forms of deceit in trade.
- Fulfillment of promises: Obligating sellers and buyers to honor transaction agreements.

Consumers' rights in trade are protected, such as the right to choose products, receive safe and high-quality goods, and obtain compensation for losses incurred.

This study found that mixing rice varieties at Usaha Tiga Putri concealed the differing quality of rice. According to Sharia, every transaction requires transparency. Article 76 of the Compilation of Islamic Economic Law (KHES) states that the object of sale must be known to the buyer, including the quality and price of the goods. This transparency prevents *tadlis*, constituting *batal* and *zalim* (wrongful conduct).

While there is no element of *tadlis* in this practice, it indicates *gharar* due to the lack of clarity regarding the criteria of the sold object. In non-transparent transactions, not only are principles of honesty and justice violated, but social trust (*ukhuwah islamiyah*), which underpins interpersonal relationships in Islam, is also compromised. The lack of clarity about rice mixing harms long-term relationships between traders and consumers, contradicting Sharia's goal of fostering social harmony through transaction justice.

In conclusion, transparency forms the foundation of honesty in Islamic trade, ensuring that all parties engage with confidence that the goods sold meet the desired criteria.

c. Discussion

The practice of rice mixing carried out by Usaha Tiga Putri demonstrates non-compliance with the principle of transparency, which is crucial in buying and selling transactions under Islamic economic law and consumer protection law in Indonesia. Mixing rice without notification can be categorized as *gharar* and paves the way for *tadlis*, a prohibited transaction in Islamic law. Consistent with previous research findings, such as the study by Agung Aji Saputra²³ At Welit Market, Central Lampung, mixing rice without providing explicit notification to consumers can result in consumer ignorance, leading to disadvantages. This study highlights how such a lack of transparency can open the door to fraudulent practices known as *tadlis* in Islamic economic law, where traders intentionally conceal the quality of goods to gain unlawful profits.

A similar case was revealed in a study conducted in Penaruban Village, Purbalingga.²⁴ Rice sellers in the village mix rice of different qualities without providing sufficient information to consumers. This practice leads to uncertainty (*gharar*) in sales agreements, contrary to Islamic economic law principles that require transparency in transactions. Although Usaha Tiga Putri provides explanations about rice quality upon request, the lack of proactive clarity can still affect consumers' decision-making based on transparent information.

Another study by Husnul Hidayati in Sepit Village²⁵ The lack of clarity about rice mixing could result in injustice in buying and selling transactions. Even though consumers may not be aware of the mixing, this practice still diminishes their trust in the seller. These findings align with the perspective of Islamic economic law, which emphasizes the importance of honesty and transparency in transactions to prevent fraud and losses to consumers.

²³ Saputra, "Praktik Jual Beli Beras Campuran Menurut Hukum Ekonomi Syariah Di Pasar Welit Kecamatan Trimurjo Kabupaten Lampung Tengah."

²⁴ Mubarok, "Tinjauan Hukum Islam Terhadap Praktik Jual Beli Beras Oplosan (Studi Kasus Desa Penaruban, Kec. Bukateja, Kab. Purbalingga)."

²⁵ Hidayati, "Tinjauan Sosiologi Hukum Terhadap Praktik Jual Beli Beras Campuran."

In contrast, a study by Yulfriani Hajab in Simpong Luwuk Market²⁶ They demonstrated that higher transparency levels are achieved by providing detailed information about the quality of the products sold, aligning with Islamic principles, and demanding openness and honesty in every transaction. This finding reflects the ideal buying and selling practices that should be applied proactively, not just reactively, when consumers ask questions. While Usaha Tiga Putri shows goodwill by providing explanations upon inquiry, the shortcoming lies in the lack of voluntary and proactive information from the transaction's beginning.

Based on the conclusions from various previous studies, it is clear that transparency in buying and selling is crucial. Ensuring transparency protects consumer rights and reflects Islamic teachings that demand principles of honesty, transparency, and justice in transactions. Given the abundance of research highlighting the importance of transparency, implementing stricter transparency policies at Usaha Tiga Putri, such as labeling that explains the rice mixing, is a suitable step to increase consumer trust. Additionally, this measure would further strengthen the relationship between traders and consumers and ensure compliance with Indonesia's Islamic economic law and consumer protection laws.

By implementing such policies, Usaha Tiga Putri can build more substantial transparency, ultimately preventing misunderstandings, increasing consumer trust, and ensuring that the business complies with prevailing legal principles while fostering mutually beneficial relationships between traders and buyers.

E. CONCLUSION

Buying and selling rice in Palolo District, particularly involving Usaha Tiga Putri, has not fully adhered to the principle of transparency mandated in Islamic economic law and consumer protection law in Indonesia. Mixing rice without explicit notification to consumers violates consumers' fundamental rights to obtain accurate information about product quality. It also creates opportunities for fraudulent practices and *gharar*, which contradict Islamic teachings in Islamic economic law. Business actors must be more transparent in their buying and selling

²⁶ Hajab, "Praktik Jual Beli Beras Di Pasar Simpong Luwuk Dalam Perspektif Ekonomi Islam."

practices to improve legal protection for consumers. Entrepreneurs should proactively provide information about product quality, including any rice mixing, to build consumer trust and prevent ignorance that could harm consumers.

The recommendations from this study include implementing stricter transparency policies, such as labeling packages with clear indications of whether the product is mixed or not. This step will strengthen mutually beneficial relationships between traders and consumers and enhance compliance with the principles of Islamic economic law and consumer protection laws in Indonesia.

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