Adagium: Jurnal Ilmiah Hukum
E-ISSN: 2985-5128
Volume 4 Number 2 (2026), pp. 1183-1195
DOI: https://doi.org/10.70308/tr8ab682

Reconstructing the Legal Responsibility of E-Commerce Platforms for Jahalah in Unlabelled Food Products: A Review of Consumer Protection Law and Islamic Economic Law

Devi Triana Zen
Islamic Economic Law Study Program, UIN Sunan Kalijaga Yogyakarta
**Correspondence: devitriana559@gmail.com*

Received: 30 May 2026	*Accepted: 07 September 2026*	*Published: 20 September 2026*

Abstrak

Artikel ini menganalisis tanggung jawab hukum platform e-commerce terhadap risiko transaksi pangan olahan yang tidak menyediakan informasi label yang diwajibkan, dengan Shopee digunakan sebagai objek analisis kontraktual dan bukan sebagai sumber temuan empiris mengenai prevalensi listing tanpa label. Penelitian hukum normatif ini menggunakan pendekatan perundang-undangan dan konseptual dengan memetakan Undang-Undang Perlindungan Konsumen, Undang-Undang Pangan, PP Nomor 80 Tahun 2019, regulasi label pangan olahan BPOM sebagaimana telah diubah, Jaminan Produk Halal, Fatwa DSN-MUI Nomor 110/DSN-MUI/IX/2017, dan Ketentuan Layanan Shopee yang diakses pada 19 September 2026. Hasil penelitian menunjukkan bahwa kewajiban informasi dan pelabelan terutama melekat pada pelaku usaha yang memproduksi atau memperdagangkan pangan, sedangkan kewajiban platform harus dianalisis secara proporsional berdasarkan fungsi perantara, tata kelola sistem, mekanisme pemberitahuan dan tindakan, serta batas klausul pembatasan tanggung jawab yang tidak dapat meniadakan ketentuan hukum yang bersifat memaksa. Dari perspektif hukum ekonomi syariah, ketidakjelasan mengenai karakteristik material produk dapat membentuk jahalah yang signifikan apabila menyentuh keselamatan, kehalalan, identitas produk, atau unsur lain yang menentukan kerelaan dan tujuan akad. Artikel ini membedakan rekomendasi yang telah memiliki dasar dalam hukum positif seperti transparansi informasi, penanganan pengaduan, dan tindakan terhadap konten yang melanggar dari reformasi de lege ferenda berupa verifikasi berbasis risiko untuk kategori pangan tertentu dan mekanisme notice-and-action yang lebih terukur. Penelitian ini tidak menilai sampel listing, tingkat kepatuhan penjual, perilaku konsumen, atau efektivitas respons platform secara empiris.

Kata kunci: jahalah; perlindungan konsumen; tanggung jawab platform; e-commerce; maqasid al-shariah.

Abstract

This article examines the legal responsibility of e-commerce platforms for transactions involving processed food products that lack legally required label information. Shopee is used as an object of contractual analysis, not as empirical evidence of the prevalence of unlabelled listings. The study is normative legal research employing statutory and conceptual approaches. It maps the Consumer Protection Law, the Food Law, Government Regulation Number 80 of 2019 on Trading Through Electronic Systems, BPOM rules on processed-food labelling as amended, the Halal Product Assurance

regime, DSN-MUI Fatwa Number 110/DSN-MUI/IX/2017, and Shopee's Terms of Service accessed on 19 September 2026. The study finds that primary labelling and information duties attach to businesses that produce or trade food, while platform responsibility must be assessed proportionately according to intermediary functions, system governance, notice-and-action mechanisms, and the limits of contractual disclaimers that cannot displace mandatory statutory duties. From the perspective of Islamic economic law, uncertainty concerning material product characteristics may amount to significant jahalah where it affects safety, halal status, product identity, or other elements material to informed consent in the contract. The article distinguishes obligations already supportable under positive law—such as information transparency, complaint handling, and action against unlawful content—from de lege ferenda reforms, including risk-based verification for selected food categories and a more structured notice-and-action mechanism. The study does not empirically measure seller compliance, consumer behaviour, listing prevalence, or platform response effectiveness.

Keywords: *jahalah; consumer protection; platform responsibility; e-commerce; maqasid al-shariah.*

INTRODUCTION

Digital marketplaces have become an important channel for food transactions in Indonesia, but the legal significance of product information differs from the convenience of the interface through which the transaction occurs. In food transactions, information about composition, allergens, expiry or best-before dates, product identity, distribution authorisation where required, and halal status where legally relevant can determine whether a consumer is able to make an informed and safe purchasing decision. Indonesian consumer law therefore places truthful, clear, and honest information at the centre of the relationship between business actors and consumers.[1]

The issue is particularly significant in electronic commerce because a buyer may rely almost entirely on information displayed in a listing before payment. The absence or ambiguity of material information creates an information asymmetry that is more difficult to correct once goods have been shipped. Indonesian scholarship has accordingly treated online consumer protection as a problem not only of seller liability but also of marketplace governance and the adequacy of remedial mechanisms.[2]

This article does not claim, however, that unlabelled food is empirically prevalent on Shopee or that Shopee routinely permits unlawful food listings. No sampling, scraping, observation, mystery shopping, or quantitative coding of listings was conducted. Shopee is examined only through its publicly accessible Terms of Service and through the legal functions attributed to electronic-trading intermediaries. This limitation is essential because a normative legal study can evaluate rules and contractual design, but it cannot infer frequency, prevalence, or causal failure in platform enforcement without empirical data.

[1]Indonesia, Law Number 8 of 1999 on Consumer Protection, arts. 4 and 7.

[2]Felina Laurensia Wisman, "Perlindungan Hukum terhadap Konsumen yang Dirugikan dalam Belanja Online di Marketplace," Journal Evidence of Law 3, no. 3 (2024): 277–283, https://doi.org/10.59066/jel.v3i3.773.

The regulatory framework is layered. Law Number 8 of 1999 on Consumer Protection protects the consumer's right to correct, clear, and honest information and prohibits business actors from trading goods that do not comply with legally required information and labelling standards. Law Number 18 of 2012 on Food regulates food labelling, while the detailed regime for processed-food labels is contained in BPOM Regulation Number 31 of 2018 as amended by BPOM Regulation Number 20 of 2021 and BPOM Regulation Number 6 of 2024. The scope of these duties must be stated carefully: not every food product is regulated identically, and the precise labelling obligation depends on the category of food, packaging, actor, and conditions of circulation.[3][4]

Electronic commerce adds a second layer. Government Regulation Number 80 of 2019 on Trading Through Electronic Systems recognises the role of parties and intermediaries that technically enable electronic transactions and emphasises legality, information clarity, consumer protection, and responsibility according to each actor's function. The regulation's explanatory framework is inconsistent with the proposition that an intermediary's status, by itself, automatically eliminates every possible duty of care, system governance, complaint handling, or proportional responsibility.[5]

A third layer concerns halal assurance. Government Regulation Number 42 of 2024 replaced Government Regulation Number 39 of 2021 and provides the current framework for Halal Product Assurance. The 18 October 2026 milestone does not operate as one undifferentiated deadline for every product and every business actor. BPJPH has clarified that the 2026 stage includes, among other categories, food and beverage products of micro and small enterprises and specified product groups, while other stages and exceptions remain governed by the applicable regime. This article therefore does not treat the October 2026 milestone as a single deadline applying identically to all products circulating in Indonesia.[6]

The private contractual framework of a marketplace is analytically different from legislation. Shopee's Terms of Service are not state-made primary legal materials; they are a private contractual and policy document that forms the object of analysis. In the version accessed on 19 September 2026, clauses 30.2, 30.3, and 31 contain broad disclaimers and limitations concerning risks, product quality, safety, legality, and liability, repeatedly qualified by the phrase 'to the extent

[3]Indonesia, Law Number 18 of 2012 on Food, as amended by Law Number 6 of 2023 on the Enactment of Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation into Law; Badan Pengawas Obat dan Makanan, BPOM Regulation Number 31 of 2018 on Processed Food Labels, as amended by BPOM Regulation Number 20 of 2021 and BPOM Regulation Number 6 of 2024.

[4]Indonesia, Law Number 8 of 1999 on Consumer Protection, arts. 4, 7, and 8.

[5] Indonesia, Government Regulation Number 80 of 2019 on Trading Through Electronic Systems, arts. 22–23 and General Elucidation, https://peraturan.bpk.go.id/Details/126143/pp-no-80-tahun-2019.

[6] Government Regulation Number 42 of 2024 on the Implementation of Halal Product Assurance, art. 160(2)–(3), implementing Law Number 33 of 2014 as amended by Law Number 6 of 2023; Badan Penyelenggara Jaminan Produk Halal, "Tak Hanya Makanan-Minuman, Ini Jenis Produk yang Wajib Bersertifikat Halal Mulai 18 Oktober 2026," June 4, 2026, https://bpjph.halal.go.id/read/tak-hanya-makanan-minuman-ini-jenis-produk-yang-wajib-bersertifikat-halal-mulai-18-oktober-2026.

permitted by applicable law'. That qualification matters because a contractual disclaimer cannot be read as overriding mandatory consumer-protection rules.[7]

Article 18 of the Consumer Protection Law restricts standard clauses that transfer a business actor's responsibility and provides that prohibited standard clauses are null and void by operation of law. The legal question is therefore not whether a platform may contractually define its role at all, but how far that allocation of risk can operate consistently with mandatory statutory duties that may attach to the platform's own conduct, system, representations, or legally required responses.[8]

Existing scholarship addresses different components of this problem. Ramadhani, Ningtiyas, and Handayani analyse marketplace responsibility for counterfeit goods and question the limits of safe-harbour style arguments. Dwijaya and Harmono specifically examine marketplace responsibility in digital halal-product consumer protection and identify a need for clearer due-diligence arrangements. Studies on maqasid-based consumer protection connect digital consumer justice with protection of life, property, and informed choice. What remains underdeveloped is an integrated legal analysis of material food-information uncertainty, marketplace contractual disclaimers, and the classical concept of jahalah.[9][10][11]

The novelty of this article lies in treating jahalah not as a rhetorical synonym for missing information, but as a structured doctrinal test linked to the materiality of uncertainty in the object of sale. The analysis also keeps three questions analytically distinct: the seller's primary duty to provide lawful food information; the platform's proportionate responsibility arising from its own intermediary functions and governance choices; and the validity or limits of private contractual disclaimers under mandatory consumer law.

Accordingly, this study addresses three questions. First, how should Indonesian consumer, food, electronic-commerce, and halal-assurance rules be mapped to transactions involving food listings with incomplete legally material information? Second, under what conditions can such uncertainty amount to jahalah yasirah or jahalah fahishah in Islamic commercial law? Third, which forms of platform responsibility can already be derived from existing positive law, and which require regulatory or policy reform?

RESEARCH METHOD

[7] Shopee, "Syarat Layanan Shopee," clauses 30.2, 30.3, and 31.1–31.4, Shopee Help Centre Indonesia, accessed September 19, 2026, https://help.shopee.co.id/portal/article/71187.

[8] Indonesia, Law Number 8 of 1999 on Consumer Protection, art. 18.

[9] Noor Aimi Mohamad Puad and Asep Saepul Hamdi, "Maqasid Shariah and Consumer Protection in E-Commerce: Strengthening Legal Safeguards in Indonesia's Digital Economy," International Journal of Islamic Economics and Finance Research, Special Issue (September 2025), https://doi.org/10.53840/ijiefer222.

[10] Ananda Gymnastiar Dwijaya and Harmono, "Construction of Marketplace Responsibility in Consumer Protection of Digital Halal Products in Indonesia," Jurnal Legisci 3, no. 1 (2025): 1–18, https://doi.org/10.62885/legisci.v3i1.898.

[11] Novia Sekar Ramadhani, Yolanda Esti Ningtiyas, and Sri Handayani, "Tanggung Jawab Marketplace terhadap Peredaran Barang Palsu (Product Counterfeit) dalam Tinjauan UU Perlindungan Konsumen," Indonesian Journal of Law and Justice 3, no. 3 (2026): 1–11, https://doi.org/10.47134/ijlj.v3i3.5631.

This study is normative legal research using statutory and conceptual approaches. Primary state legal materials comprise Law Number 8 of 1999 on Consumer Protection, Law Number 18 of 2012 on Food, Government Regulation Number 80 of 2019 on Trading Through Electronic Systems, Government Regulation Number 42 of 2024 on Halal Product Assurance, BPOM Regulation Number 31 of 2018 on Processed Food Labels as amended by BPOM Regulation Number 20 of 2021 and BPOM Regulation Number 6 of 2024, BPOM Regulation Number 14 of 2024 on the Online Distribution of Drugs and Food as amended by BPOM Regulation Number 30 of 2025, Permendag Regulation Number 19 of 2026 on Electronic-Commerce Businesses, and other provisions directly relevant to electronic trade and food information. DSN-MUI Fatwa Number 110/DSN-MUI/IX/2017 and classical fiqh literature are used as authoritative Islamic-law materials within the study's conceptual framework.

Shopee's Terms of Service are classified separately as a private contractual-policy document rather than legislation. The version analysed was the public Indonesian Terms of Service available through the Shopee Help Centre and accessed on 19 September 2026. The analysis records the relevant disclaimer provisions by clause number and reads them together with the limiting phrase 'to the extent permitted by applicable law' in order to avoid presenting the clauses outside their contractual context.[12]

Secondary materials were selected from peer-reviewed journal articles and institutional publications concerning marketplace liability, online consumer protection, halal assurance, Islamic commercial law, gharar or jahalah, and e-commerce contracts. Preference was given to publications from 2019–2026, while older doctrinal sources were retained where they remain foundational. Journal articles were included only where bibliographic information could be verified; DOI identifiers are provided where available.

The analysis followed five reproducible stages. First, the study mapped the legal subject, protected interest, regulated conduct, and information duty under each statutory regime. Second, it distinguished seller duties from intermediary-platform functions. Third, it analysed Shopee's contractual clauses against mandatory consumer-law limits. Fourth, it constructed a doctrinal test for material jahalah by examining the materiality, customary tolerability, remediability, and dispute-generating potential of missing information. Fifth, it classified recommendations into existing-law obligations and de lege ferenda proposals.

No empirical inference is made concerning the number of unlabelled listings on Shopee, the frequency of platform takedowns, seller compliance rates, consumer behaviour, or the effectiveness of any proposed verification model. Those matters require a separate empirical design and are expressly treated as limitations of this research.

RESULTS AND DISCUSSION

Positive-Law Mapping: Seller Duties, Food Categories, and Platform Functions

[12]Shopee, "Syarat Layanan Shopee," clauses 30.2, 30.3, and 31.1–31.4, accessed September 19, 2026, https://help.shopee.co.id/portal/article/71187.

The first step is to avoid treating 'food without a label' as a single undifferentiated legal category. Indonesian law regulates consumer information at a general level, but food-specific rules depend on the nature of the product and its circulation. The Consumer Protection Law imposes general information and conformity obligations on business actors. The Food Law and BPOM regime then add more specific requirements for processed foods, particularly packaged processed foods subject to labelling and registration rules. Online circulation is separately governed by BPOM Regulation Number 14 of 2024 on the Online Distribution of Drugs and Food, which repealed BPOM Regulation Number 8 of 2020 and was amended by BPOM Regulation Number 30 of 2025. For electronic commerce more generally, Permendag Regulation Number 19 of 2026 now governs the operation of electronic-commerce businesses and repealed Permendag Regulation Number 31 of 2023. Because BPOM Regulation Number 31 of 2018 has been amended, legal analysis must read the regulation in its current form rather than cite the 2018 text as if unchanged.

This distinction affects responsibility. The manufacturer, importer, distributor, or seller may carry different obligations depending on the product. A marketplace platform does not become the manufacturer merely because the product appears on its website. Conversely, the platform's intermediary status does not make its own system design legally irrelevant. Government Regulation Number 80 of 2019 contemplates that parties involved in PMSE bear responsibility proportionate to their respective functions and that electronic trade must preserve consumer rights and information clarity.[13]

A sound doctrinal model therefore separates primary product compliance from intermediary governance. Primary product compliance concerns whether the food may lawfully be produced, labelled, marketed, and sold. Intermediary governance concerns whether the platform provides mechanisms that facilitate lawful information, responds to notice of unlawful or unsafe listings, maintains complaint and refund pathways, and refrains from using contractual clauses to negate obligations that mandatory law independently places on the platform.

This distinction also shows why the adequacy of the existing rules cannot be treated as a binary conclusion. The framework is relatively strong in specifying seller-side rights and information obligations, but it is less explicit about ex ante verification by general marketplaces, calibrated notice-and-action standards, and the precise allocation of responsibility where the platform has not authored the listing but has technical capacity to structure access, payment, ranking, seller onboarding, and remediation.

Recent Indonesian scholarship supports this narrower conclusion. Widyasaputro, Iryani, and Rae identify continuing tension between platform limitations and consumer-protection obligations in counterfeit-goods cases. Tohadi and co-authors likewise emphasise that marketplace responsibility cannot be analysed solely through the seller-buyer contract where the platform shapes the

[13] Indonesia, Government Regulation Number 80 of 2019 on Trading Through Electronic Systems, arts. 22–23, https://peraturan.bpk.go.id/Details/126143/pp-no-80-tahun-2019.

transaction infrastructure. These studies do not establish liability in every case, but they support a functional rather than purely formal analysis of platform roles.[14][15]

The 2026 halal-certification stage reinforces the need for category-sensitive design. BPJPH's official explanation states that from 18 October 2026 the mandatory stage extends to specified categories, including food and beverages for micro and small enterprises and other listed groups. A platform verification rule should therefore not simply require one identical document from every seller; it should map the relevant legal status of the product and actor, including exemptions and staged obligations.[16]

Contractual Disclaimers and the Limits of Private Allocation of Responsibility

Shopee's Terms of Service illustrate the legal tension between private risk allocation and mandatory consumer law. Clause 30.3 states, in substance, that Shopee does not control and, to the extent permitted by applicable law, does not guarantee or assume responsibility for the suitability, existence, quality, safety, or legality of goods offered through the service. Clause 31 further limits liability in broad terms. Read in isolation, these provisions may appear to relocate risk almost entirely to users and sellers.[17]

They must not, however, be read in isolation. First, the clauses themselves preserve the operation of applicable law. Second, Article 18 of the Consumer Protection Law prohibits standard clauses that transfer a business actor's statutory responsibility and declares prohibited clauses null and void. The legal effect is not that every marketplace disclaimer is automatically invalid, but that a disclaimer cannot extinguish an obligation that the law independently imposes on the platform in its own capacity.[18]

The relevant inquiry is therefore function-specific. If the loss arises solely from a seller's false statement about a product, the seller remains the primary wrongdoer. If the platform has received legally sufficient notice of an unlawful listing and fails to use an available mechanism required by law or its own policy, the analysis may shift to the platform's own omission. Likewise, if the platform makes independent representations, designs a category-specific verification badge, controls a refund process, or performs seller onboarding, responsibility must be assessed against that particular function rather than against an abstract label of 'intermediary'.

This functional approach is consistent with comparative platform-liability scholarship. Zennyo shows that mandated platform liability can alter screening incentives and consumer welfare, but its effects depend on market structure and the

[14]Tohadi et al., "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection," Priviet Social Sciences Journal 6, no. 2 (2026): 402–412, https://doi.org/10.55942/pssj.v6i2.1444.

[15] Agung Prabowo Widyasaputro, Dewi Iryani, and Gradios Nyoman Tio Rae, "Pertanggungjawaban Hukum Platform Marketplace atas Penjualan Barang Palsu dan Dampaknya terhadap Perlindungan Konsumen," Jurnal Hukum Lex Generalis 7, no. 4 (2026), https://doi.org/10.56370/jhlg.v7i4.3244.

[16] Badan Penyelenggara Jaminan Produk Halal, "Tak Hanya Makanan-Minuman, Ini Jenis Produk yang Wajib Bersertifikat Halal Mulai 18 Oktober 2026," June 4, 2026, https://bpjph.halal.go.id/read/tak-hanya-makanan-minuman-ini-jenis-produk-yang-wajib-bersertifikat-halal-mulai-18-oktober-2026.

[17]Shopee, "Syarat Layanan Shopee," cl. 30.3, https://help.shopee.co.id/portal/article/71187.

[18]Indonesia, Law Number 8 of 1999 on Consumer Protection, art. 18(1)–(4).

division of responsibility between platforms and third-party sellers. The implication for Indonesian law is that reform should be calibrated. A rule that imposes strict liability for every seller defect may be overbroad, while a rule that treats platforms as legally irrelevant may under-protect consumers.[19]

A proportionate framework should therefore distinguish four levels: seller responsibility for the accuracy and lawfulness of product information; platform responsibility for its own system, representations, and legally required processes; shared responsibility where both actors contribute to the harm; and public supervision by BPOM, BPJPH, trade authorities, and other competent institutions. This structure is more defensible than attributing the whole regulatory gap to contractual disclaimers themselves, since the gap also concerns the limited specificity of the rules on ex ante verification and notice-and-action.

Jahalah in Online Food Transactions: A Materiality-Based Test

In Islamic commercial law, uncertainty is legally relevant when it concerns an element of the transaction that must be sufficiently known to prevent unfairness, dispute, or defective consent. DSN-MUI Fatwa Number 110/DSN-MUI/IX/2017 requires the object of sale to be known or adequately described. Classical fiqh discussion also distinguishes tolerable uncertainty from uncertainty that materially affects the contract.[20]

Mapping every missing food attribute directly onto jins, sifah, or qadr would be too mechanical. A more careful approach asks what role the missing information plays in identifying the object and enabling informed consent. Jins concerns the kind or identity of the object; sifah concerns attributes that materially characterise it; qadr concerns quantity or measurable amount. Composition will often relate to material attributes (sifah), although in some cases it may go to the identity of the object (jins). Allergen information and halal status concern legally and personally significant qualities. Net content is a clearer example of qadr. Expiry information and distribution authorisation are not naturally reduced to qadr; they are better treated as regulatory and safety characteristics affecting the lawfulness, usability, and value of the object.

Accordingly, the distinction between jahalah yasirah and jahalah fahishah should be based on materiality, not the mere presence of missing information. Jahalah is more likely to be minor where the omitted detail is customarily tolerated, objectively immaterial to the bargain, readily curable before performance, and unlikely to alter the consumer's willingness to contract. It becomes serious where the uncertainty concerns a characteristic that substantially affects safety, permissibility, identity, quantity, price-value equivalence, or the buyer's informed consent, and where the uncertainty creates a realistic risk of dispute or harm.[21]

Applied to online food transactions, the result is necessarily contextual. Failure to state a non-material aesthetic detail is not equivalent to omitting an allergen warning for a product marketed to consumers who may face serious health

[19] Yusuke Zennyo, "Should Platforms Be Held Liable for Defective Third-Party Goods?" International Economic Review 67, no. 3 (2026): 799–817, https://doi.org/10.1111/iere.70051.

[20] Dewan Syariah Nasional-Majelis Ulama Indonesia, Fatwa Number 110/DSN-MUI/IX/2017 on Sale and Purchase Contracts.

[21] Wahbah al-Zuhayli, Al-Fiqh al-Islami wa Adillatuhu, vol. 4 (Damascus: Dar al-Fikr, 1985), 3498–3503.

consequences. Similarly, uncertainty about halal status is material for a Muslim consumer where halal assurance is legally or contractually represented as part of the product. The analysis should therefore avoid declaring every incomplete listing to be jahalah fahishah.

The Hanafi approach is useful in this article not because Indonesian Islamic economic law is formally bound to one school, but because its distinction between void (batil) and irregular or defective (fasid) contracts provides a useful remedial lens for digital transactions in which uncertainty may sometimes be cured by bayan (adequate disclosure) before final performance. This is an analytical choice, not a claim of exclusive doctrinal authority. The distinction is supported primarily by the Hanafi treatment discussed by al-Zuhayli and is read together with DSN-MUI Fatwa Number 110/2017, which supplies the immediate Indonesian normative reference for sale contracts.

The remedial logic is important. If the uncertainty can be cured before the consumer is bound or before the goods are dispatched, information disclosure may preserve the transaction while protecting consent. If the uncertainty concerns a prohibited, unsafe, or fundamentally misdescribed object, later disclosure may not cure the underlying illegality. Thus bayan is not a universal cure; it operates only where the defect is informational and legally remediable.

This construction also aligns with maqasid al-shariah. Protection of life (hifz al-nafs) is implicated where missing information creates material safety risks; protection of property (hifz al-mal) is implicated where the consumer pays for goods whose legally material characteristics are concealed or misstated. Contemporary studies on e-commerce consumer protection have used maqasid to connect information duties, fairness, and digital market governance.[22]

Reconstructing Platform Responsibility: Existing Law and De Lege Ferenda Reform

The reconstruction proposed here separates measures that can already be supported by positive law from reforms that require clearer regulatory authority. This distinction prevents current obligations from being conflated with future policy design.

Under existing law, platforms must provide transparent terms and complaint or reporting channels, and must maintain mechanisms compatible with consumer-protection and electronic-commerce obligations. In particular, PP Regulation Number 80 of 2019 requires PMSE actors to provide terms of use and facilities for receiving reports of illegal electronic content, while BPOM Regulation Number 14 of 2024 provides the current framework for online supervision of food and other regulated products. Platforms must not rely on standard clauses to defeat mandatory duties that legally attach to their own role. Where competent authorities identify unlawful products or content, the platform's response must comply with the applicable legal framework. These propositions are grounded in the Consumer Protection Law, PMSE regulation, and the legal limits on private contractual allocation of responsibility.

[22] Herman Herman and A. Edeth Fuari Anatasya, "Perlindungan Konsumen Online dalam Perspektif Maqasid al-Shariah: Studi Sosio-Legal di Indonesia," QISTHOSIA: Jurnal Syariah dan Hukum 6, no. 1 (2025): 50–60, https://doi.org/10.46870/jhki.v6i1.1552.

A universal duty to conduct substantive ex ante verification of every food listing is more difficult to derive from the current framework. Although existing rules support information, reporting, and supervisory mechanisms, the more detailed design of risk-based pre-publication verification remains better framed as a de lege ferenda policy. High-risk categories such as products requiring specific authorisation, products making halal claims, or foods with legally required safety information could be subject to structured fields and documentary checks before publication. Low-risk categories could rely on seller declarations combined with audit and notice mechanisms. This reduces the risk of over-blocking micro and small businesses while still targeting legally significant information.

The standard of verification should also be explicit. A platform should not be expected to conduct laboratory testing of every food product. Verification may instead mean checking that required fields are completed, validating regulatory identifiers against official databases where interoperable systems exist, preserving seller declarations, and escalating inconsistent or high-risk information for review. Recent scholarship on digital halal markets has specifically proposed stronger integration between marketplace systems and halal-certification databases.[23]

Notice-and-action should operate with procedural safeguards. A notice should identify the listing, the alleged legal defect, and supporting information. The seller should receive a reasoned opportunity to correct or contest the notice where immediate removal is not required for safety. The platform should record the decision and provide an appeal route. Emergency measures should remain available for credible safety threats or clearly unlawful products. Such a framework is more proportionate than either passive hosting or automatic permanent deletion.

Auditing should likewise be defined. The object of audit is not every product in the marketplace but the platform's compliance process: completion rates for mandatory fields, handling of credible notices, repeat-offender controls, data integrity in verification fields, and consistency of reinstatement decisions. Public authorities retain responsibility for regulatory supervision, while the platform provides a traceable governance layer within its technical capacity.

These proposals are consistent with the emerging international debate on platform liability. The European Union's Digital Services Act, for example, combines notice-and-action mechanisms, statements of reasons, internal complaint handling, and traceability of traders on online marketplaces, rather than treating intermediary immunity and full liability as the only two choices. Indonesia can adopt the same functional logic without importing another jurisdiction's rules wholesale.[24]

The resulting model consists of three layers. The first is seller-side legal compliance with food, consumer, and halal rules. The second is platform-side governance proportional to its technical and commercial role. The third is regulator-side supervision and database interoperability. Islamic economic-law concepts add

[23] Karimatul Khasanah and M. M. M. Salleh, "Ensuring Legal Protection for Halal Product Consumers in Indonesia's Marketplaces: Shariah Compliance and Regulatory Gaps," Hikmatuna: Journal for Integrative Islamic Studies 11, no. 1 (2025): 39–42, https://doi.org/10.28918/hikmatuna.v11i1.10947.

[24] Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act), arts. 16, 17, 20, and 30.

a substantive criterion: the system should reduce material uncertainty before consent is finalised, especially where uncertainty threatens safety, lawful consumption, or the economic equivalence of the bargain.

The model remains subject to important limitations. This study has not tested whether structured fields actually reduce unlawful listings, whether consumers read or understand the information, whether sellers can comply without disproportionate cost, or how quickly Shopee or other platforms respond to notices. Those questions require empirical research involving listing samples, platform-response data, interviews, and consumer behaviour.

CONCLUSION

Indonesian law already contains substantial consumer, food, electronic-commerce, and halal-assurance norms relevant to online food transactions, but their application should not be described as uniformly complete or empirically effective. The strongest rules concern seller-side information and product compliance. The more difficult issue is the platform's proportionate responsibility for its own intermediary functions, system design, complaint handling, and response to unlawful or unsafe listings.

Shopee's Terms of Service may define the contractual allocation of risk, but broad disclaimers must be interpreted together with the recurring qualification 'to the extent permitted by applicable law' and with Article 18 of the Consumer Protection Law. A private term cannot extinguish mandatory obligations that the law independently imposes. At the same time, platform status does not justify automatic strict liability for every defect originating from a third-party seller.

From the perspective of Islamic economic law, jahalah should be assessed through materiality. Missing information amounts to serious jahalah when it concerns characteristics that materially affect safety, permissibility, product identity, quantity, economic value, or informed consent and creates a realistic risk of dispute or harm. The Hanafi concept of fasid and remedial bayan is useful for curable informational defects, but it should be read as an analytical framework alongside DSN-MUI guidance rather than as an exclusive source of Indonesian Islamic economic law.

The recommended reconstruction is therefore layered and risk-based. Existing law supports transparency, lawful standard clauses, complaint handling, and proportional action within the platform's own role. More specific pre-publication verification, interoperable regulatory checks, and formal notice-and-action procedures should be developed through clearer regulation or policy standards, rather than presented as fully established universal duties under current law. Future empirical work should test the effectiveness, costs, error rates, and accessibility of these mechanisms for consumers and micro and small enterprises.

REFERENCES

Al-Zuhayli, Wahbah. Al-Fiqh al-Islami wa Adillatuhu. Vol. 4. Damascus: Dar al-Fikr, 1985, 3393–3398 and 3498–3503.

Alzaagy, Abdulrahman. "The Time of Concluding the Contract in E-Commerce from Islamic Legal Perspective." CyberOrient 6, no. 2 (2012): 54–69. https://doi.org/10.1002/j.1804-3194.2012.tb00010.x.

Badan Pengawas Obat dan Makanan. Peraturan BPOM Nomor 31 Tahun 2018 tentang Label Pangan Olahan, sebagaimana telah diubah dengan Peraturan BPOM Nomor 20 Tahun 2021 dan Peraturan BPOM Nomor 6 Tahun 2024; Peraturan BPOM Nomor 14 Tahun 2024 tentang Pengawasan Obat dan Makanan yang Diedarkan secara Daring, sebagaimana diubah dengan Peraturan BPOM Nomor 30 Tahun 2025.

Badan Penyelenggara Jaminan Produk Halal. "Tak Hanya Makanan-Minuman, Ini Jenis Produk yang Wajib Bersertifikat Halal Mulai 18 Oktober 2026." June 4, 2026. Accessed September 19, 2026. https://bpjph.halal.go.id/read/tak-hanya-makanan-minuman-ini-jenis-produk-yang-wajib-bersertifikat-halal-mulai-18-oktober-2026.

Dewan Syariah Nasional-Majelis Ulama Indonesia. Fatwa Nomor 110/DSN-MUI/IX/2017 tentang Akad Jual Beli.

Dwijaya, Ananda Gymnastiar, and Harmono. "Construction of Marketplace Responsibility in Consumer Protection of Digital Halal Products in Indonesia." Jurnal Legisci 3, no. 1 (2025): 1–18. https://doi.org/10.62885/legisci.v3i1.898.

European Union. Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act).

Herman Herman, and A. Edeth Fuari Anatasya. "Perlindungan Konsumen Online dalam Perspektif Maqasid al-Shariah: Studi Sosio-Legal di Indonesia." QISTHOSIA: Jurnal Syariah dan Hukum 6, no. 1 (2025): 50–60. https://doi.org/10.46870/jhki.v6i1.1552.

Kementerian Perdagangan Republik Indonesia. Peraturan Menteri Perdagangan Nomor 19 Tahun 2026 tentang Penyelenggaraan Usaha Perdagangan Melalui Sistem Elektronik, yang mencabut Peraturan Menteri Perdagangan Nomor 31 Tahun 2023. https://jdih.kemendag.go.id/peraturan/peraturan-menteri-perdagangan-republik-indonesia-nomor-19-tahun-2026-tentang-penyelenggaraan-usaha-perdagangan-melalui-sistem-elektronik-1.

Indonesia. Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

Indonesia. Undang-Undang Nomor 18 Tahun 2012 tentang Pangan, sebagaimana telah diubah dengan Undang-Undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja menjadi Undang-Undang.

Indonesia. Undang-Undang Nomor 33 Tahun 2014 tentang Jaminan Produk Halal, sebagaimana telah diubah dengan Undang-Undang Nomor 6 Tahun 2023.

Indonesia. Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik.

Indonesia. Peraturan Pemerintah Nomor 42 Tahun 2024 tentang Penyelenggaraan Bidang Jaminan Produk Halal.

Khasanah, Karimatul, and M. M. M. Salleh. "Ensuring Legal Protection for Halal Product Consumers in Indonesia's Marketplaces: Shariah Compliance and Regulatory Gaps." Hikmatuna: Journal for Integrative Islamic Studies 11, no. 1 (2025): 39–42. https://doi.org/10.28918/hikmatuna.v11i1.10947.

Puad, Noor Aimi Mohamad, and Asep Saepul Hamdi. "Maqasid Shariah and Consumer Protection in E-Commerce: Strengthening Legal Safeguards in Indonesia's Digital Economy." International Journal of Islamic Economics and Finance Research 1 (2025): 64–75. https://doi.org/10.53840/ijiefer222.

Ramadhani, Novia Sekar, Yolanda Esti Ningtiyas, and Sri Handayani. "Tanggung Jawab Marketplace terhadap Peredaran Barang Palsu (Product Counterfeit) dalam Tinjauan UU Perlindungan Konsumen." Indonesian Journal of Law and Justice 3, no. 3 (2026): 1–11. https://doi.org/10.47134/ijlj.v3i3.5631.

Shopee. "Syarat Layanan Shopee." Shopee Help Centre Indonesia. Accessed September 19, 2026. https://help.shopee.co.id/portal/article/71187.

Tohadi, Gabriel Sianturi, Cintya Betani, Patricia Divani Anugrah Astari, Arova Julia Palka, and Mohamad Reza Pahlevi. "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection." Priviet Social Sciences Journal 6, no. 2 (2026): 402–412. https://doi.org/10.55942/pssj.v6i2.1444.

Widyasaputro, Agung Prabowo, Dewi Iryani, and Gradios Nyoman Tio Rae. "Pertanggungjawaban Hukum Platform Marketplace atas Penjualan Barang Palsu dan Dampaknya terhadap Perlindungan Konsumen." Jurnal Hukum Lex Generalis 7, no. 4 (2026). https://doi.org/10.56370/jhlg.v7i4.3244.

Wisman, Felina Laurensia. "Perlindungan Hukum terhadap Konsumen yang Dirugikan dalam Belanja Online di Marketplace." Journal Evidence of Law 3, no. 3 (2024): 277–283. https://doi.org/10.59066/jel.v3i3.773.

Zennyo, Yusuke. "Should Platforms Be Held Liable for Defective Third-Party Goods?" International Economic Review 67, no. 3 (2026): 799–817. https://doi.org/10.1111/iere.70051.