

CHAPTER II

LITERATURE REVIEW

A. Review of Consumer Protection

The definition of consumer protection is stated in Law Number 8 of 1999 Article 1 paragraph 1. It states that consumer protection is all efforts that guarantee the legal certainty to provide protection to the consumer (Article 1, point 1).

The formulation in terms of consumer protection contained in article 1 point 1 of the consumer protection act is sufficient. The sentence which stated that “any measure that guarantees the legal certainty” is expected as a fortress to abolish the arbitrary action that could harm the interests of business to consumer protection.¹

There are some legal certainties in providing protection to the consumers, such as improving the dignity and value of consumers, opening the access of information about the goods and services and cultivating the attitude of honest and responsibility to the businesses.²

Ali Mansyur further explains that consumer protections are divided into five types. They are:

¹ Ahamdi Miru dan Sutarman Yodo, 2010, *Hukum Perlindungan Konsumen*, Rajawali Pers, Jakarta, page.1

² Adrian Sutedi, 2008, *Tanggung Jawab Produk Dalam Perlindungan Konsumen*, Ghalia Indonesia, Bogor, page.9

1. Physical Protection. It is related to the safety and security of soul and body in using or consuming goods or services.
2. Social and Environmental Protection. It is to obtain information about a product correctly, and to gain optimal results from the use of goods or services, otherwise there will be problems of consumers to unsafe products, in order to avoid consumer problems in consuming unsafe product.
3. Economic Protection. The protection for the consumer when businesses commit fraud in order to get the benefit as much as possible in cunning way and without thinking about the products they produced.
4. Law Protection. The protection towards justice from consumer, and they have right to be protected from the adverse treatment businesses.
5. Moral Protection. The protection in which consumers must be protected their spirits and physics. So that it can produce good behaviors among them.

The goals to be achieved in consumer protection can be divided into three parts:³

1. Empowering consumers by selecting, specifying the goods or services according to their needs, and demanding their rights and obligations.
2. Creating a consumer protection system consisted of legal certainty elements, transparency of information, and access to information.

³ Adrian Sutedi, *Ibid*, page 9

3. Raising the awareness of businesses about consumer protection so as to foster honesty and responsibility.

B. Overview of Moslem Consumer

1. The definition of Consumer

The term of *konsumen* in bahasa is derived from the word consumer (British-America) or *consument* (Netherland). Literally, consumer is the opposite of producer or everyone who uses the good.⁴ In general, consumer refers to an end-user of product submitted by businesses; everyone who acquire goods or services to be used and not for trading or traded again.⁵

According to the Consumer Protection Regulations Article 1 paragraph 2 of Law No. 8 of 1999, the definition of consumer is every user of goods or services provided in the community, either for their own, their family, other people and other living being and not to be traded.

The expert of consumer problems in the Netherlands, Hondius concludes that generally jurists agreed to define consumers as users of final production of goods and services. By its formula, Hondius wants to

⁴ Celina Tri Siwi Krisyanti, 2009, *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, page.22

⁵Janus Sidabalok, 2010, *Hukum Perlindungan Konsumen di Indonesia*, Citra Aditya Bakti, Bandung, page.17

compare between the consumer and end-user consumer. There are three concepts of consumer's definition; they are:⁶

- a. Commercial. The user of goods and services or beneficiaries of goods or services with a specific purpose.
- b. Intermediary consumer. The user of goods and services or beneficiaries of goods to be produced (*producer*) and traded (*distributor*) with a specific objective.
- c. End user. The user of goods and services or beneficiaries of goods and services to require their own needs, their family or household but that are not to be traded back.

In consumer's opinion, a good and service are capital such as raw material, adjuvant, or other product's component produced. The intermediary consumers get the goods or services in the marketplace producer. Looking at the nature of the used of goods or services, the consumers are actually businessmen both individuals and legal entities, whether they are private or public, even providers of funds (*investor*), maker of the final product used by end consumers or producers or providers or seller of end products such as suppliers, distributors, sellers or traders. Meanwhile, the final consumer was the consumers who are usually used to meet the needs of personal, family, or household (consumer products). The goods or services of consumer are generally obtained in the

⁶Az Nasution, 1999, *Hukum Perlindungan Konsumen Suatu Pengantar*, Daya Widya, Jakarta, page.13

consumer markets.⁷ The value of the goods or services used by consumers in their daily lives were not measured on the basis of profit and loss economically, but it needs to fulfill the life's needed of consumer.⁸

2. The Definition of Moslem Consumer

The Moslems consumer is a Moslem who creates his daily needed both material and spiritual. When moslems consumer got their regular income weekly, monthly or annually, they never thought that all of their incomes are theirs but in their money there is the right of Allah. So that they live to seek the pleasure of Allah and part of their income is spent in the way of Allah (*Fisabilillah*).⁹

3. The Right and Obligation of Consumer

The entire Islamic teachings related to the trade and economics is oriented to the protection and rights of businessmen, producers and consumers. Because Islam is taught and required the existence of an element of fairness, honesty and transparency, the moslems then conduct their activities on the basis of Islamic faith either in practical of the trade or transfer of rights. Related to consumer rights, Islam provides a space for consumers and producers to defend their rights in a trade which is divided into several kinds as follows:

⁷ Celina Tri Siwi Kritiyanti, 2009, *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, page.25

⁸ Celina Tri Siwi Kritiyanti, *Ibid*, page.51

⁹ Zainuddin, 2009, Kebijakan konsumen, <http://zainuddion.blogspot.com/2009/09/kebijakan-konsumen.html>, accessed on October 10, 2015, at 12.00

a. The Right to Choose The Agreement in The Majelis (*Khiyar Majelis*)

As-Sunah is established when both parties who made transaction or withdrew a contract as long as they are still in the *majelis*. *Khiyar* is the rights assigned for businessmen and consumers in the event of consent and granted between a producer and consumer. When *akad* has been done, then each party has the right to maintain or cancel the contract as long as they are still in the *majelis* .

b. The Right to Vote Based on Requirement (*Khiyar Syarat*)

Khiyar Syarat is one of the parties who bought something with the provisions (*Khiyar*) within a clear period. During its period, the client could quash that transaction. In this case, *khiyar syarat* is allowed for one or both parties who made the deal together.

c. The Right to Guarantee The Product (*Khiyar Aibi*)

It is Haram for everyone who sells goods that have defects (defective products) without explaining to the buyer (consumer). If it is happened, the buyer has option to cancel or to precede the contract.¹⁰

In addition to the Islamic Perspective there are also the rights of consumers according to the Consumer Protection Act stated in Article 4 Law's Protection No. 8 in 1999. It mentions that among the right of consumers are:

¹⁰ Yusuf As-Sabatin, 2009, *Bisnis Islam dan Kritik atas Praktik Bisnis Ala Kapitalis*, Al- Azhar Press, Bogor, page.308

- a. The right to comfort, security and safety in consuming of goods or services.
- b. The right to choose goods, services and obtain goods and services in accordance with the exchange rate, conditions and guarantees.
- c. The right to get the correct, clear and true information about the condition and the guarantee of goods or services.
- d. The right to complaints on goods and services used.
- e. The right to receive the guidance and consumer's education.

There are some formulas concerning consumer rights which are pointed broadly. They can be divided into three rights that become basic principles, namely:¹¹

- a. The rights to prevent consumers from harm.
- b. The right to acquire goods or services with proper price
- c. The right to obtain solving problem solution.

Therefore, those three basic principles of its right is an assemblage of multiple consumers' rights as regulated in consumer's protection Act; then it is very essential for consumers. So it can be used as the basic principles of consumer protection in Indonesia.

Besides, the consumers also have obligations which have been regulated in Article 7 of the Consumer Protection Act. Some of them are:

¹¹Ahmadi Miru dan Sutarman Yodo, *Ibid*, page 47

- a. Making purchase of goods and services in the right way.
- b. The Payment is made by the agreed of exchange rate.
- c. Take a part of the efforts in resolving the legal dispute over consumer protection.

Good behavior of consumers is focused only on purchasing of goods or services. It is caused by the right time to the detriment of producers when dealing (making transaction) with producers (businesses).¹²

C. The Overview of Businessman or Producer.

1. The Definition of Businessman

The term *produsen* has Dutch origin which means *producent*, and *producer* in English which means producer.¹³ Producer is often interpreted as businessman who produces goods or services or it could be categorized as manufacturer, wholesaler, professional retailer that is any person or participating companies in providing goods or services to consumers. Thus, producers are not only interpreted as the manufacturer or enterprise which produced the product but also those who associated with the delivery or distribution of product to the consumer.¹⁴

Based on the Consumer Protection Act, the term of producer is called as businessman. Article 3 paragraph 1 defines that businessman is an

¹²Ahmadi Miru dan Sutarman Yodo, *Ibid*, page.50

¹³N.H.T. Siahaan, 2010, *Hukum Perlindungan Konsumen dan Tanggung Jawab produk*, Panta Rei, Jakarta, page.28

¹⁴Janus Sidabalok, 2010, *Hukum Perlindungan Konsumen di Indonesia*, Citra: Aditya Bakti, Bandung, page.16

individual or enterprise, whether it is a legal entity or not which is established, domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either individually or jointly with the agreement of business activities in various economic fields.

The explanation of the Consumer Protection Act has categorized businessman as companies, corporations, state enterprises (*BUMN*), cooperatives, importers, traders, distributors, and others.¹⁵ Those definitions will allow consumers to demand compensation so that consumers are not difficult to sue the defendant parties. It would be even better if the Consumer Protection Act provide details as stated in the Article 3:¹⁶

- a. The producer means the maker of the finished product, any raw material, or a spare parts maker and everyone who put the name, brand or any other sign of distinction on the product, making himself as producer.
- b. Anyone who imported, or leased a product or any kind of distributions of goods. In European setting, it is interpreted as manufacturer and responsible as a producer.
- c. If a product identity is unknown, then each supplier will be responsible as a producer, unless he shall notify the person who suffered the loss in a short time concerns on the identity of the manufacturer or the person submitting the product to him. The same case is also happened to the

¹⁵Celina Tri Siwi Kristiyanti, *Ibid*, page.41

¹⁶Ahmadi Miru dan Sutarman Yodo, 2010, *Hukum Perlindungan Konsumen*, Rajawali Pers, Jakarta, page.9

imported product as example if the product does not indicate the identity of import as intended in paragraph 2, the term of businessman is a term used by lawmakers who are generally better known as entrepreneurs.

Indonesian Economists Association (ISEI) mentioned four major groups among economic players; three of them are included into the groups of employers (businesses, both private and public) while the last groups are:¹⁷

- a. The Investor. The provider of funding for various purposes, such as banking, leasing, brokers, other fund providers, etc.
- b. The Manufacturer. The businessman who creates and produces goods or services of goods and other services. (Such as raw materials, additives and other materials).
- c. The Distributor. The businessman are those who distributes or trades in goods or services to the public, such as merchants in retail, street vendors, cafes, shops, supermarket, hypermart, hospitals, clinics, stalls doctors, public transportation, law firms, etc.

1. The Right and Obligation of Businessman.

The Article 6 of the Law of Consumer Protection prescribes that the businessman has the following rights:

- a. The right to receive payment according to the agreement concerning the conditions and exchange of goods or services traded;

¹⁷ Adrian Sutedi, 2008, *Tanggung Jawab Produk Dalam Perlindungan Konsumen*, Ghalia Indonesia, Bogor, page.11

- b. The right to get legal protection;
- c. The right to self-defense in a completion of law of consumer disputes;
- d. The right to legal rehabilitation if it is proved that the consumer loss is not caused by the goods or services traded; and
- e. The rights regulated in the provisions of other legislation.

The Rights of businessman in accepting the payment according to the conditions and exchange of goods or services traded showed that the businessman cannot demand a lot more about the condition of the goods or services that were inadequate according to the prevailing prices on the same goods provided to consumers. In common case, when a good or service which quality is lower than similar goods, the parties then agree on the price of goods at lower prices.¹⁸

The Law of Consumer Protection regulates both rights and obligations of businessman. Based on the Article 7 of Law of Consumer Protection, the obligations of businessman are:

- a. Every business activity should be done in a good procedure.
- b. Giving true and clear information about the condition of the goods, services or foods and providing an explanation for the use of repair and maintenance.

¹⁸Ahmadi Miru dan Sutarman Yodo, 2010, *Hukum Perlindungan Konsumen*, Rajawali Pers, Jakarta, page.51

- c. Treating or serving the customers properly and honestly and indiscrimination.
- d. Giving a Guarantee of the quality of goods and services produced or traded based on the provisions of the standard of quality of goods or services.
- e. Allowing the consumers to test and try the products and services as well as provide insurance of goods or services to be traded.
- f. Providing the compensation for any loss or change as a result of the use, consumption and utilization of goods or services traded.

The Law of Consumer Protection obligated to all businessmen to conduct activities in good procedure and also consumers are required to make the purchasing of goods and services in the same way.¹⁹

In the Consumer Protection Act, it appears that good faith is better emphasis on businessman because it covers all stages in performing their business activities so it can be interpreted that the obligation of businesses to behave properly begins when the goods are designed or produced to the sales stage. Conversely, consumers are only required to behave well in making purchases of goods or services. This is due to the possibility of harm to consumers starting from goods produced by

¹⁹Ahamdi Miru dan Sutarman Yodo, *Op.Cit*, page.54

businesses for consumers; it is likely to be detrimental to the producers at the time of the transaction by the manufacturer.²⁰

2. The Responsibility of Businessman.

According to Zulham in his book entitled “The Law of Consumer Protection” a businessman has three principles of responsibility. They are:²¹

- a. Fault liability. The responsibility which requires the element of fault. The Concept is known as defined in the provisions of Article 1365 of the Civil Law that is act against the law. The Article 1365 of the Civil Law stated that “Every legal violation, which causes harm to others, requiring an offender to replace such losses”. In other words, act against the law based on the Article 1365 of Civil Law requires the plaintiff to prove the existence of an element of fault.

- b. Contractual liability.

The civil liability on the basis of agreement or contract of businessman both goods and services over the losses suffered by consumers due to the consumption of goods produced or utilize the services rendered. It means that there is a contractual agreement or direct contract between businessmen with consumers. In the agreements or contracts between businessmen and consumers always use the raw standard agreement provided by businessman. Since the

²⁰Ahamdi Miru dan Sutarman Yodo, *Ibid*, page.54

²¹Zulham. 2013, *Hukum Perlindungan Konsumen*, Kencana Pranada Media Group, Jakarta, page.83

raw contents of the contract have been set unilaterally by businessman, the general contents of the standard contract will be more load businessman rights and obligations of the consumer, rather than the rights of consumers in the obligations of businessman. This kind of provisions in standard contracts is called as clause, which generally burdensome or even tends to burden consumers. The prohibition inclusion of standard clauses in the standard agreement is intended to give consumers the position equivalent to businessman that based on the principles of freedom of contract.

In Article 18 the Law of Consumer Protection stated that the supply of goods or services are intended for trade; the businessman is prohibited to create the standard clause in any document or agreements.

- 1) Stating the transition of businessman responsibilities (goods or services)
- 2) Stating that business has the right to refuse the return of goods purchased by consumers.
- 3) Stating that the businessman has the right to refuse the money paid of goods or services bought by consumer.
- 4) Declaring that the granting of authorization from consumers to businessman, either directly or indirectly to any unilateral action relating to goods purchased by

consumers who become the object of buying and selling.

If a product is defect and has caused the loss, the consumers should see the content of the contract, both written and unwritten. This theory belongs to strict obligation, in which liabilities that are not based on the efforts but they are made by manufacturers. It means that although the producers have attempted responsible for damages, the consumers remain suffered losses. Besides, the weakness of this theory in legal protection for the interests of consumers are the time restrictions of lawsuit, notification requirements, the possibility of denial (disclaimer), and the terms of contractual relations.

c. The Strict Liability

Strict liability is the principle of responsibility that sets the error is not as decisive factors. However, there are exceptions that allow exempting from responsibility, such as force majeure.

In Black's Law Dictionary, strict liability means "Liability that does not depend on actual negligence or intent to harm, but that is based on the breach of an absolute duty to make something safe. Strict liability most often applies either to ultra hazardous activities or in products liability cases".

Generally, the legal relationship between producers and consumers is the ongoing relationships and sustainable because both of them want and have a fairly high level of dependence.

The correlation occurred since the process of production, distribution, marketing and supply until the result of consuming its products. Whereas, based on Article 19 of Law Consumer Protection, the businessmen have responsibilities.

The responsibilities of businessmen are as follows:

- 1) The Businessmen are responsible for compensating for damage, pollution or consumer losses due to consumption of goods or services produced or traded.
- 2) The Compensation as described in paragraph 1 can be either a refund or replacement of goods or services similar or equivalent value, or health care or giving compensation in accordance with the provisions of the legislation.
- 3) Providing compensation implemented within a period of 7 days after the transaction date.
- 4) Giving Granting of the indemnity as defined in paragraph 1 and paragraph 2 did not eliminate the possibility of criminal charges based on further evidence regarding the existence of an element of error.

Based on the explanation of Article 19 paragraph 1 it can be seen that the responsibilities of businessman are:²²

- a) The responsibility of compensation for damage
- b) The Responsibility for pollution
- c) The Responsibility for consumer loss

In this case, the defective goods and products do not constitute the sole basis for the accountability of businessman. It means that the responsibility of businessman is covering any losses happened by consumers.²³

D. The Overview of *Halal* Product

1. The Definition of *Halal*

The term *halal* in Qur'an means food and beverages that are consumed everyday should have been assigned by regulations relating to the consumption of food and drink.²⁴ The *halal* food for moslems is a sharia that must be obey as affirmed in the Holly Qur'an:

Surah Al-Baqara : Verse No 168 of 286:

يَتَأْتِيهَا النَّاسُ كُلُّوا مِمَّا فِي الْأَرْضِ حَلَالًا طَيِّبًا وَلَا تَتَّبِعُوا خُطُوتِ
الشَّيْطَانِ إِنَّهُ لَكُمْ عَدُوٌّ مُبِينٌ

²²Ahmadi Miru dan Sutarman Yodo, 2010, *Hukum Perlindungan konsumen*, Rajawali Pers, Jakarta, page.126

²³Ahamdi Miru dan Sutarman Yodo, *Ibid*, page.126

²⁴Anonim, 2003, *Modul Pelatihan Auditor Internal Halal*, Direktorat Jenderal Bimbingan Masyarakat Islam dan Penyelenggaraan Haji, Jakarta.

“O, Mankind! Eat of whatever is in earth lawful clean and follow not the steps of the devil, no doubt, he is your open enemy.”.

The hidden message of the verse above can be interpreted that Allah ordered man to eat anything in this world created by Him, along the boundaries of the lawful and good. Allah also commanded people to be careful in choosing foods that are good for health and spiritual.

2. The Definition of *Halal* Product

Based on the Article 1 paragraph 5 of Government Regulation No. 69 of 1999 on food labels and advertisements, *Halal* products are food products that do not contain ingredients that are prohibited for consumption by moslem; both raw materials and additives are processed through a process genetics and irritation of food, and its management is done in accordance with Islamic.

It means a product that qualified in accordance with Islamic Shari'a and its food products are permitted for a Muslim to be consumed.

These are the characteristic of *halal* food product:²⁵

- a. Does not contain pork ingredients.
- b. Does not contain other ingredients that are forbidden or classified as unclean as: carcasses, substances derived from human organs, blood and etc.

²⁵Departemen Agama RI, 2008, *Panduan Sertifikat Halal*, Directorate General *Bimbingan Masyarakat Islam dan Penyelenggara Haji*, Jakarta

- c. Does not affect the function of normal physical and mental.
- d. Free from *najis* (filth) and the product is not derived from animal carcasses and dead because it is not slaughtered or hunted.
- e. All the animal ingredients should be original and slaughtered based on Islamic sharia's procedures.
- f. Does not contain wine, alcohol, and etc.

3. The *Halal* Certification.

The *halal* certificate is a MUI's fatwa that stated that the product has been in accordance with Islamic Shari'a. The *halal* certificate is a requirement for obtaining the labeling of *halal* on the packaging of the product from government authorities.²⁶

Based on Article 1 Letter d, The Religion Ministerial Decree No. 518 of 2001 concerning on the Guidelines and Procedures for Examination and Determination state that the “*Halal* certification is a written fatwa and claim of *halal* food product and it is issued by examiner agency having authority against the product”

According to the General Guidelines for *Halal* Assurance System LPPOM MUI, *halal* certification is a process for obtaining a *halal* certificate through several steps to prove that the material production and Guarantee Process System fulfilled the standard of LPPOM MUI.

²⁶Aisyah Girindra, 2005, *Pengukir Sejarah Sertifikat Halal*, LP POM MUI, Jakarta, page 15



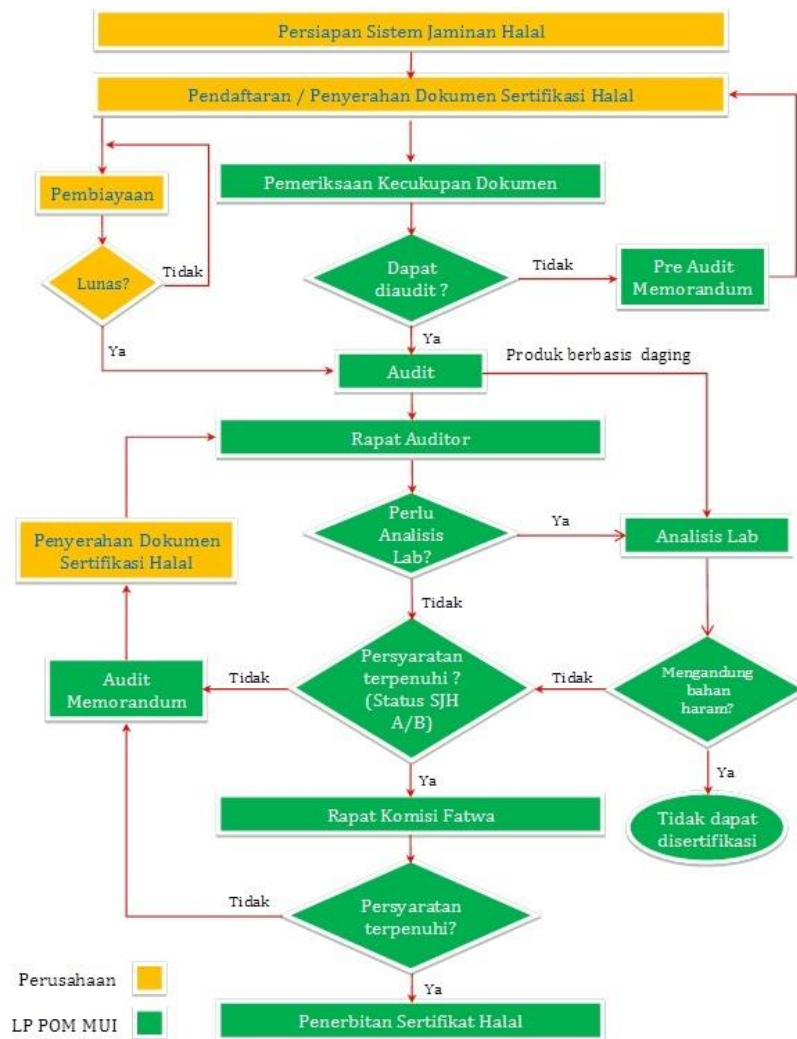
Picture of 1. The *Halal* Certification

The *Halal* certificate is given in order to provide certainty on the status of a product, such as in food products, medicines and cosmetics that are safe for consumption. Besides, it can prevent the occurrence of irregularities *halal* status of products produced by manufacturer. There are some procedures should be followed by businessman in getting *halal* certification, they are:²⁷

- a. Every businessman who applies the *halal* certification for its products must fill out the form that has been provided and attach following data:

²⁷Anonim, 2002, *Pedoman Untuk Memperoleh Sertifikat Halal*, LPPOM MUI, Jakarta, page.3

- 1) Specifications and Certification of raw materials, additives or auxiliary materials.
 - 2) The *Halal* Certification for both local and imported products. Islamic institution that has been recognized by MUI (imported product).
 - 3) The *halal* assurance system described in the guide as well as the *halal* standard procedures implementation.
- b. The Auditor Team of LPPOM MUI conduct investigation into the company's location businesses, after the form and its annexes submitted and examined completeness by them.
 - c. The results of the examination and laboratory findings were evaluated in the meeting of experts in LPPOM MUI, if the requirements have been fulfilled then the auditor made a report and submitted to the commission meeting to be assigned as *Halal* status of MUI.
 - d. MUI can refuse the examination report, if it is not considered to meet all the requirements that have been determined.
 - e. The *Halal* certification issued by MUI after undergoing several stages of the examination process.



Picture of 2. The requirements of *halal* certificate

3. The labeling of *Halal*

The Government Regulation No. 69 of 1999 concerning on food labeling and advertising *halal* mentions that every description of food in form of pictures, writings and a combination of both or other items / ingredients that included in food, affixed to, or a part of food packaging. *Halal* label is a label of food packaging which indicates that the product has been considered after undergoing several stages of the examination process.

Based on the c Government Regulation No. 69 Article 10, any person who produces or puts the packaged food to be traded in Indonesian territory and stated that the food is permitted for Moslems are responsible for the correctness of the statement and should give a description or word '*halal*' in its package.



Picture of 3. The Official *Halal* Label of MUI

Source: www.halalmui.org

The Article 11 is described for supporting a lawful statement as defined in Article 10 that any person who produces or distributes packaged food to be traded into Indonesian territory must be audited by an institution that has been established by the provisions of the legislation because there were many products, especially food products using unofficial *halal* label or logo in their packaging. Therefore, moslems should beware of the false label created by unscrupulous employers to attract moslem consumers due to confusion regarding regulations. .

These are the types of counterfeit products circulating in the halal community. Below are the examples of unofficial *halal* logo with no *halal* assurance from government.



Picture of 4. The Fake *Halal* Label

Source: www.halalmui.org

From the above explanation it can be concluded that the labeling of *halal* is the word *halal* both in Latin and Arabic letters affixed on the packaging of food, drinks and medicines or cosmetics on the approval of the Ministry of Health which previously have obtained *halal* certificates in advance of the Indonesian *Ulama* Council (MUI).

The labeling of *Halal* on the food and drink will indicate to the consumers that both products have been examined and guaranteed by authorized institution.²⁸

In Article 3 Paragraph (2) of Government Regulation No. 69 of 1999 concerning the labeling and advertising of food explained that the label of food is at least containing the following details:

- a. The name and address of the party who produces or put their hands into the Indonesian territory.
- b. The Date, month and expired.
- c. The list of ingredient used
- d. The net weight or net contents

²⁸Bisma, 2010, *Sertifikat Halal dan Cara Memperolehnya*, Law Faculty of USU Medan.

- e. The labeling of *Halal*.

E. The Overview of Food Product

1. The Definition of Product

The product is something that is negotiated with the aim to benefit from the creativity of a person, or a company's marketing team. Kotler and Armstrong defined that product is everything that can be offered to the market to satisfy a desire needs such as physical goods, services, property, places and people.²⁹

Kotler states that the product is everything that can be offered to the market and can fulfill the need of daily life. By its definition, researcher can conclude that the product means of satisfying the needs and wants of consumer offered by company with purpose to fulfill the needs of consumer.

2. The Definition of Food

Etymologically, *makan* means consume something through the mouth and *makanan* is anything that can be eaten.³⁰ Meanwhile, In Arabic, *makanan* is derived from the word *at-Taam* and plural *al at 'imah* which means foods.³¹ Meanwhile, based on the encyclopedia of Islamic law, food

²⁹ Philip Kotler, 2012, *Manajemen Pemasaran*, page.183

³⁰Anonim, 1983, *Proyek Pembinaan Prasarana dan Sarana Perguruan Tinggi Agama IAIN, Ilmu Fiqh dan Hukum Islam*, Directorate of Islamic Religion, Jakarta, page.525

³¹Ali Mutahar, 2005, *Kamus Arab Indonesia*, Hikmah, Jakarta, page.130

is anything that can be eaten by humans or something that could eliminate hunger.³²

Based on Law No. 7 in 1999 concerning on Food stated that everything coming from biological sources and water, whether treated or untreated, which are not intended as food and beverage for human consumption, including food additives, raw materials and other ingredients are used in the preparation, processing, and producing of food.

³²Abdul Azis Dahlan, 1996, *Ensiklopedia Hukum Islam*, Ikhtiar Baruwan Hoeve, Jakarta, page.1071