

CONSUMER PROTECTION IN THE PURCHASE OF RECONDITIONED ELECTRONIC GOODS IN BANDA ACEH: An analysis of Islamic law and Law No. 8 of 1999 on Consumer Protection

M. Farhan

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: 200102148@student.ar-raniry.ac.id

Abstract

This study aims to analyse legal protection for consumers in the purchase of reconditioned electronic goods in Banda Aceh, viewed from the perspective of Islamic law and Law No. 8 of 1999 on Consumer Protection. The research method employed is a qualitative approach, utilising data collection techniques that include literature reviews, field observations, and interviews with consumers and business actors. The results of the study indicate that many business operators use ambiguous terms, such as "used goods" or "ex-inter," without providing transparent explanations, which can obscure the status of the goods as refurbished. Although some consumers are aware of the meaning of these terms, they do not fully understand the risks and quality of the goods they purchase. From an Islamic law perspective, such practices may fall under the categories of *tadlis* and *gharar*, which are prohibited in sales contracts. Meanwhile, according to Law No. 8 of 1999, this practice contradicts the obligation of business operators to provide honest information and consumers' right to clarity regarding the goods they purchase. Challenges in implementing consumer protection include low consumer legal literacy, weak oversight of reconditioned product sales, and limited effectiveness of dispute resolution mechanisms. This study recommends strengthening regulations, consumer education, and enforcing principles of transparency and Islamic business ethics as efforts to achieve more optimal protection.

Keywords: Consumer protection, refurbished goods, Islamic law, Law No. 8 of 1999, *iPhone ex inter*, Banda Aceh



Abstrak

Penelitian ini bertujuan untuk menganalisis perlindungan hukum bagi konsumen dalam pembelian barang elektronik rekondisi di Banda Aceh, ditinjau dari perspektif hukum Islam dan Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen. Metode penelitian yang digunakan adalah pendekatan kualitatif, dengan menggunakan teknik pengumpulan data yang meliputi studi kepustakaan, observasi lapangan, dan wawancara dengan konsumen dan pelaku usaha. Hasil penelitian menunjukkan bahwa banyak pelaku usaha yang menggunakan istilah yang ambigu, seperti "barang bekas" atau "bekas", tanpa memberikan penjelasan yang transparan, sehingga dapat mengaburkan status barang tersebut sebagai barang rekondisi. Meskipun beberapa konsumen mengetahui arti dari istilah-istilah tersebut, mereka tidak sepenuhnya memahami risiko dan kualitas barang yang mereka beli. Dari perspektif hukum Islam, praktik-praktik seperti ini termasuk dalam kategori *tadlis* dan *gharar* yang dilarang dalam kontrak penjualan. Sementara itu, menurut UU No. 8 Tahun 1999, praktik ini bertentangan dengan kewajiban pelaku usaha untuk memberikan informasi yang jujur dan hak konsumen untuk mendapatkan kejelasan mengenai barang. Tantangan dalam pelaksanaan perlindungan konsumen meliputi rendahnya literasi hukum konsumen, lemahnya pengawasan terhadap penjualan produk rekondisi, dan terbatasnya efektivitas mekanisme penyelesaian sengketa. Studi ini merekomendasikan penguatan regulasi, pendidikan konsumen, dan penegakan prinsip-prinsip transparansi dan etika bisnis Islam sebagai upaya untuk mencapai perlindungan yang lebih optimal.

Kata kunci: Perlindungan konsumen, Barang Rekondisi, Hukum Islam, UU No. 8 Tahun 1999, *Iphone Ex Inter*, Banda Aceh

INTRODUCTION

In recent years, humanity has been faced with rapid developments in the era of the Fourth Industrial Revolution, which has implications for massive changes.¹ Human lifestyles have undergone a transformation from manual to digital. This inevitable evolution of lifestyle requires everyone to constantly adapt so as not to be left behind by the changes themselves. Every aspect of

¹ Gazali, Erfan. "Pesantren between the alpha generation and the challenges of education in the era of the industrial revolution 4.0." *OASIS: Journal of Islamic Studies* 2.2 (2018): 94-109.



life is subject to the demand for adaptation, including the methods used to fulfil one's needs. These needs are outlined by Abraham Maslow, comprising physical needs, safety needs, social needs, esteem needs, and self-actualisation.²

Trade is the activity of buying and selling goods between sellers and buyers in a particular place. Trade transactions occur when there is a meeting between the supply and demand for desired goods and services. Trade also involves the production and distribution of goods, making it a specific activity. Trade is not a new phenomenon, as it has existed since prehistoric times. The recent continuous increase in the dollar has led to a rise in the price of electronic goods, as the cost of these goods is highly dependent on the exchange rate of the dollar. Therefore, careful consideration is needed before purchasing an electronic product that people desire.³

The current state of development has led to an increase in demand for technology, resulting in a surge in demand for related products.⁴ Due to the increasingly high prices, people from the lower-middle class feel burdened by the cost of buying new electronic goods. As a result, they prefer to buy reconditioned goods as an alternative.⁵ As the practice of trading consumer goods increases, so do the problems arising from such transactions, including fraudulent practices and issues related to consumer protection. In this context, both producers and consumers have rights and obligations, with producers bearing a greater responsibility.⁶

² Sinaga, Jaya Setiawan, and Yosman Leonard Silubun. "Buying and Selling Reconditioned Goods in E-Commerce from the Perspective of Law Number 8 of 1999 on Consumer Protection." *Journal of Legal Analysis* 7.2 (2024): 160-169.

³ Cahyono, Heru. "The Concept of Sharia Market from the Perspective of Islamic Business Ethics." *Ecobankers: Journal of Economy and Banking* 1.2 (2020): 14-27.

⁴ Wahyu Akbar dkk., "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1–12, <https://doi.org/10.30984/JIS.V22I1.2611>.

⁵ Anam, Achmad Choirul. *The practice of buying and selling reconditioned goods from the perspective of consumer protection law and Islamic jurisprudence: A study at Comboran Market in Malang City*. Diss. Maulana Malik Ibrahim State Islamic University, 2017.

⁶ Dewi, Atika Sandra. "The Use of Standard Contracts in Agreements Between Developers and Consumers." *Juripol (Journal of the Ganesha Polytechnic Institute of Medan)* 6.1 (2023): 80-90.



Meeting one's needs can be done through shopping. The purchase of reconditioned electronic goods in Banda Aceh has become a popular trend among the community. Reconditioned goods are used items that have been transformed into new-looking products, often accompanied by a warranty, from defective or damaged items. However, these products usually fail to meet quality standards or may contain defects. These items are sold in the market at significantly lower prices, sometimes up to 35% of the original price.⁷ This is primarily due to the relatively high prices of new electronic goods, prompting consumers to seek alternatives by purchasing second-hand or used items that have been repaired and resold. One of the most sought-after products in this category is mobile phones.

From a legal perspective, both under positive law and Islamic law, the sale of refurbished goods is valid and legal, provided certain conditions are met, particularly regarding honesty and transparency of information. Under positive law, Law No. 8 of 1999 on Consumer Protection does not prohibit the sale of used or refurbished goods. This law stipulates that businesses should provide accurate, transparent, and honest information about the goods and/or services being traded (Article 7(b)), and prohibits misleading promotions or advertisements that imply the goods are new (Article 8(1)(f)). Thus, what is forbidden is not the reconditioned goods themselves, but rather the deceptive sales practices that mislead consumers regarding the status of the goods.⁸

However, in practice, the purchase of reconditioned electronic goods often poses risks to consumers due to the possibility that the goods may not meet the expectations or specifications marketed by the seller. If consumers lack sufficient knowledge or are not careful in their purchasing decisions, they may suffer significant losses after the sale is completed.⁹

⁷ Sari, Intan Puspita. *Legal Review of Islamic Law and Law No. 8 of 1999 on Consumer Protection in the Sale and Purchase of Reconditioned Lamps at Mojoagung Market in Jombang*. Diss. State Islamic University Kediri, 2021.

⁸ Chairul Fahmi dan Wira Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (2023): 1.

⁹ Saputra, Ahmad Ade. "Legal Protection for Consumers Due to the Circulation of Replica and Parallel Imported (Black Market) Mobile Phones in Pekanbaru City." *Syariah* 11.1 (2023): 15-42.



Law No. 8 of 1999 on Consumer Protection provides a sufficient legal framework for protecting consumer rights, including in transactions involving reconditioned electronic goods. This law stipulates that consumers have the right to receive accurate, transparent, and honest information about the condition of the goods they purchase.¹⁰ Additionally, this law regulates dispute resolution mechanisms for consumers who believe unfair trade practices have wronged them. However, despite its implementation, various obstacles still hinder optimal consumer protection. Many consumers are unaware of their rights, while sellers often fail to provide transparent information about the condition of the goods they sell.¹¹

The practice of buying and selling, as outlined in the concept of *mu'amalah* (Islamic economics), is a form of trade that fulfils human needs and has existed since the beginning of humanity. Buying and selling, as well as other *mu'amalah* activities, developed in line with the development of human culture, eventually giving rise to ideas to establish basic principles of *mu'amalah*. In *mu'amalah*, Islam encourages regulating *mu'amalah* among fellow human beings based on trust, honesty, fairness, and freedom from usury. Therefore, Islam governs all aspects of life, including *mu'amalah*, which encompasses economic activities that occur in society, such as buying and selling, as well as transactions involving *khiyar* and usury.

The practice of buying and selling reconditioned goods here involves products that are sold without providing accurate information regarding their specifications. In this case, consumers or buyers feel cheated by the business owner, who has violated the principles of buying and selling through deception. In the Quran, this is based on verses that prohibit consuming the wealth of others through unjust means, as stated in the verse of Surat Al-Baqarah, verse 188, which reads Meaning: "And do not consume one another's wealth unjustly, nor bring it before the judges to consume a portion of the wealth of others through sin, while you know".

¹⁰ Sinaga, Jaya Setiawan, and Yosman Leonard Silubun. "The Sale and Purchase of Reconditioned Goods in E-Commerce Reviewed from Law No. 8 of 1999 on Consumer Protection." *Journal of Legal Analysis* 7.2 (2024): 160-169.

¹¹ Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.



From the perspective of Islamic law, the concept of consumer protection also has a strong foundation. Principles in Islamic economic law, such as justice (*al-adl*), transparency (*ash-shidq*), and the prohibition of fraud (*al-gharar*), form the fundamental basis of every business transaction. In Islam, a contract that has been concluded cannot be cancelled unless there is fraud or error in the contracting process. If there is ambiguity or fraud in the transaction, the contract may be cancelled based on the principle of prohibition of *gharar*. Thus, Islamic law provides protection that aligns with the provisions of the Consumer Protection Law, although there are differences in the mechanisms for resolving disputes.¹²

Two parties play a crucial role in transactions involving reconditioned electronic goods, namely the seller and the buyer. From the seller's perspective, there are many instances where they fail to provide clear and accurate information about the condition of the goods being sold. Some sellers even fail to conduct a thorough inspection of the goods before selling them and do not provide adequate guarantees to buyers. Meanwhile, from the buyer's perspective, many consumers are still not careful in checking the condition of the goods before purchasing, do not request sufficient information from the seller, and are not diligent in reading the product descriptions provided.

Based on these issues, this study aims to analyse consumer protection in the purchase of reconditioned electronic goods in Banda Aceh from the perspective of Islamic law and Law No. 8 of 1999 on Consumer Protection. The primary focus of this study is to examine the extent of sellers' awareness and knowledge of their responsibilities in transactions involving reconditioned goods, as well as how the application of Islamic law principles can provide additional protection for consumers. Thus, this study is expected to contribute to enhancing the public's understanding of their rights and obligations in transactions involving reconditioned electronic goods and to promote more effective law enforcement in protecting consumers from harmful practices.

¹² Amirizal dkk., "The Protection of Spiritual Rights in the Sharia Banking Dispute Settlement: Overview of the Sharia Banking Law in Indonesia," *Padjadjaran Jurnal Ilmu Hukum* 9, no. 3 (2022), <https://doi.org/10.22304/pjih.v9n3.a5>.



RESEARCH METHOD

This study employs a normative legal approach, which involves collecting various legal materials based on theories, concepts, legal principles, and legislation.¹³ The author will utilise the approach outlined in the Law on Consumer Protection. The type of research used in this study is normative legal research. Normative legal research focuses on analysing legislation, legal documents, and relevant literature to examine the legal issues under study. In this case, this study aims to analyse the responsibility of business actors towards consumers regarding the influence of online labels and advertisements based on Law No. 8 of 1999 concerning Consumer Protection.

The data collection techniques used by the researcher included visiting several libraries to access books and conducting online *searches* for journal articles and theses. The researcher also conducted interviews with MSME actors at the Aceh Market in Banda Aceh. The data analysis technique used in this study is qualitative analysis. In normative legal research, data analysis involves interpreting and evaluating laws, regulations, and relevant legal documents related to the issues under study.

RESULTS AND DISCUSSION

A. Concept of Consumer Protection

Consumer protection is a legal and ethical effort aimed at ensuring the fulfilment of consumer rights and providing protection from actions by business actors that are detrimental to consumers. In this context, consumers are not only positioned as parties who use or enjoy goods and/or services, but also as legal subjects who are entitled to justice, security, and comfort in transactions. According to Article 1(2) of Law No. 8 of 1999 on Consumer Protection, a consumer is "any person who uses goods and/or services available in society, whether for personal, family, or other purposes, or other living beings, and not for commercial purposes."¹⁴

The rights of consumers as stipulated in Article 4 of Law No. 8 of 1999 include, among others: the right to comfort, safety, and security in consuming

¹³ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. oleh Chairul Fahmi (Lembaga Kajian Konstitusi Indonesia, 2022).

¹⁴ Republic of Indonesia, *Law No. 8 of 1999 on Consumer Protection*, Article 1(2).



goods and/or services; the right to choose goods and/or services and to obtain such goods and/or services following the exchange value, conditions, and guarantees promised; the right to accurate, transparent, and honest information regarding the conditions and guarantees of goods and/or services; and the right to have their opinions and complaints heard regarding the goods and/or services they use. The protection of these rights aims to strike a balance between the interests of consumers and business actors, while also fostering legal awareness in society.¹⁵

Consumers also have obligations as stated in Article 5 of the same Law, namely to read or follow the instructions and procedures for the use of goods and/or services for safety and security; to act in good faith in making purchases; to pay under the agreed price; and to follow legal procedures in the event of a dispute. These obligations demonstrate that consumers must also be active and responsible in the transaction process to ensure that protection is mutual and fair.

The responsibility of business operators is also a crucial component in consumer protection. Business operators are obligated to provide accurate, transparent, and honest information about the goods or services they offer, as well as ensure the quality, functionality, and safety of these goods or services. Additionally, business operators are prohibited from engaging in deceptive practices, such as misleading consumers, concealing product defects, or selling goods that do not meet the specified requirements. This responsibility is explicitly regulated in Article 7 of the Consumer Protection Law, and violations may result in administrative or criminal penalties.

B. Reconditioned Electronic Goods

Reconditioned electronic goods are used electronic goods that have been repaired or refurbished to appear and function like new. The reconditioning process is typically carried out by official manufacturers, distributors, or third parties, which involves replacing defective components, cleaning internal parts, and repackaging the product. According to the National Consumer Protection Agency (BPKN), reconditioned goods are

¹⁵ Fahmi dan Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018."



"used goods that have been repaired to the extent that they can function again and are sold at a lower price than new goods."¹⁶ Although they may resemble new products in appearance, their quality and lifespan are not always guaranteed to be equivalent to new goods.¹⁷

In the Indonesian market, including in Banda Aceh, the circulation of reconditioned electronic goods is quite rampant, especially for high-value products such as mobile phones, laptops, televisions, and other household electronic devices. These items are often imported from abroad as "used imports" (second-hand) and resold with a "reconditioned" label or even without disclosing their original status to consumers. Sellers often fail to provide transparent information about the reconditioned status of the products, leading consumers to believe that the items are new or original from the manufacturer.¹⁸ This issue is exacerbated by weak oversight of advertisements and product information, both in physical stores and through online platforms (online marketplaces).

Common issues arising from transactions involving reconditioned goods include unclear information about the product's status, quality that falls short of expectations, and inadequate warranties. Many consumers feel cheated after purchase because the items do not last long, experience repeated damage, or do not receive proper after-sales service.

C. Islamic Legal Review on the Sale and Purchase of Reconditioned Goods

In Islam, economic activities such as buying and selling are part of *muamalah* (transactions) that are permitted as long as they do not contain elements contrary to Sharia. The basic principles of *muamalah* in buying and selling are justice, mutual consent (*an-tarāḍin*), transparency, and honesty. Allah SWT states in the Qur'an QS. An-Nisa: 29:

¹⁶ National Consumer Protection Agency (BPKN), *Annual Report on Consumer Protection in Indonesia 2022*, p. 34.

¹⁷ Chairul Fahmi dan Peter Tobias Stoll, "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia," *BESTUUR* 12, no. 2 (2024): 172–90, <https://doi.org/10.20961/BESTUUR.V12I2.94203>.

¹⁸ Indonesian Consumer Association (HKI), *Risks of Purchasing Reconditioned Goods Without Clear Information*, Jakarta: HKI Press, 2021, p. 15.



يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ

Meaning: "O you who have believed, do not consume one another's wealth unjustly, except through trade by mutual consent..." (QS. An-Nisa: 29)

This verse emphasises that a transaction is only valid if it is conducted voluntarily, without any element of fraud, and fulfils the rights of both parties.

One of the main prohibitions in buying and selling according to Islamic law is *tadlis*, which is deception or concealing defects in goods to make them appear good and attractive. *Tadlis* is an act condemned by the Prophet Muhammad (peace be upon him). In a hadith, it is stated: "*Whoever deceives, is not of me.*" (HR. Muslim).¹⁹

Islam also prohibits *gharar*, which refers to uncertainty or speculation in transactions. *Gharar* occurs when the nature, quantity, or existence of the object being bought or sold is not known.²⁰

Islam places great emphasis on the importance of honesty (*siddiq*) and integrity (*amanah*) in transactions. Honesty is the foundation of blessed trade, as the Prophet Muhammad SAW said: "*The honest and trustworthy merchant will be with the prophets, the truthful, and the martyrs on the Day of Judgment.*" (HR. Tirmidzi).²¹ Integrity also means not abusing consumer trust and providing accurate information.²²

Thus, Islamic law not only regulates the validity of sales contracts but also emphasises ethical conduct in trade. If these principles are violated, a transaction that appears valid outwardly may become invalid under Islamic law due to elements of oppression and injustice towards consumers.

D. Review of Law No. 8 of 1999 on Consumer Protection

Law No. 8 of 1999 on Consumer Protection was enacted in response to the weak position of consumers in dealing with business entities that are

¹⁹ HR. Muslim, no. 101

²⁰ Wahbah az-Zuhaili, *Islamic Jurisprudence and Its Evidence*, Volume 4 (Damascus: Dar al-Fikr, 1985), p. 274.

²¹ HR. Tirmidzi, no. 1209.

²² Fahmi dan Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018."



economically and legally stronger. This law aims to provide fair legal protection to consumers, enhance public legal awareness, and create a healthy and responsible business environment. Article 2 of Law No. 8 of 1999 on Consumer Protection states that consumer protection is based on the principles of benefit, justice, balance, safety, consumer security, and legal certainty.²³ The scope of this law covers all forms of transactions involving goods and/or services conducted by business entities to consumers, whether directly or indirectly.

Law No. 8 of 1999 on Consumer Protection explicitly regulates consumer rights in Article 4, which includes, among others: the right to comfort and safety, the right to obtain accurate and honest information, the right to choose, the right to have their opinions heard, the right to compensation, and the right to consumer education. On the other hand, the obligations of business entities as stipulated in Article 7 of Law No. 8 of 1999 on Consumer Protection include the responsibility to act in good faith in conducting business, provide honest and transparent information, treat consumers fairly, ensure the quality and service of goods/services, and provide compensation for losses.²⁴

The Consumer Protection Law No. 8 of 1999 also provides a mechanism for complaint and dispute resolution that consumers can pursue when they feel they have been wronged. Complaints may be submitted to the Consumer Dispute Resolution Body (BPSK), which has the authority to resolve disputes through mediation, arbitration, or conciliation (Articles 52-58 of Law No. 8 of 1999 on Consumer Protection). Consumers may also pursue litigation in court if they are dissatisfied with the BPSK's decision. This mechanism aims to provide a swift, cost-effective, and consumer-friendly resolution process.

This law also regulates various sanctions for violations by business entities, including administrative and criminal sanctions. Criminal sanctions are stipulated in Chapter XI, such as in Articles 61 and 62 of Law No. 8 of 1999 on Consumer Protection, which state that business operators who fail to fulfil their obligations or engage in fraudulent acts may be sentenced to a maximum of 5 years' imprisonment or a fine of up to Rp2 billion. Administrative

²³ Republic of Indonesia, *Law No. 8 of 1999 on Consumer Protection*, Article 2.

²⁴ Republic of Indonesia, *Law No. 8 of 1999 on Consumer Protection*, Articles 4 and 7



sanctions may include written warnings, temporary suspension of activities, product recalls, or revocation of business licenses. The implementation of these sanctions is expected to serve as a deterrent to irresponsible business operators and provide adequate protection for consumers as members of the public.

E. Reconditioned Electronic Goods in Banda Aceh

The sale of refurbished electronic goods in Banda Aceh is a common practice, particularly in electronic markets, small to medium-sized retail stores, and through online buying and selling platforms. The items sold are primarily mobile phones, laptops, televisions, and other household appliances. This phenomenon has grown due to the high demand for quality electronic goods at more affordable prices, particularly among students, university students, and lower-middle-income households.

In the practice of buying and selling electronic goods in Banda Aceh, particularly products such as refurbished *iPhones*, sellers often avoid using direct terms like "refurbished" or "reconditioned" when offering their products. Instead, they prefer to use softer, more commercially appealing terms such as "imported goods," "Japanese units," "*second grade*," "imported stock," or even "*iBox rejects*." While these terms are technically accurate, they do not fully and honestly describe the condition of the products. In many cases, sellers present reconditioned items in new packaging with physical conditions resembling those of original factory products, making it difficult for consumers to distinguish between new and refurbished items.

As one interviewee, Mr. R, who owns a kiosk in the Peunayong area, openly labels his products as "reconditioned" or "refurbished" on his display. He admits that he chooses to be honest with customers from the start because he feels it is part of his moral responsibility as a merchant.

"We don't mess around with products. These are indeed refurbished iPhones; we clearly state it on the price tags and inform buyers when they ask. If it's in good condition, we say it's in good condition, but it's still not new. The items are imported, checked, and parts are replaced if damaged, but they're still *refurbished*," he explained.²⁵

²⁵ Interview with Mr. R, a mobile phone shop owner in the Peunayong area, 19 June 2025.



However, unlike Saudara R's practice, many other sellers were found to provide information ambiguously or even fail to mention the product's status at all. At another store, a seller wrote "or" or "unit ex Japan" on the label without explaining whether the item was refurbished, used, or came with an official warranty. When asked further, another seller responded:

"If we write 'reconditioned,' people get scared to buy it, even though the item is good. So, we write 'imported goods' and let the customers decide for themselves. If they ask, we'll explain," said the seller who declined to be named. As stated by Mr. R in an interview, April 2025.

Such practices confuse consumers. Some understand the terms, but many do not understand terms like "second grade," "ex inter," or "*barang luar*," and assume the items are just ordinary used goods. This lack of clarity can lead consumers to misunderstand the quality of the items they purchase, especially those unfamiliar with technical terms. Such explanations suggest that the terms used are more aimed at attracting customers and creating a positive perception rather than providing honest technical explanations about the condition of the goods.

Based on the author's observations of several consumers, it appears that some consumers in Banda Aceh are already aware that terms such as "ex inter," "*barang luar*," or "second grade" refer to reconditioned goods. This knowledge is typically gained through personal experience, discussions with fellow consumers, or information shared on social media. Younger consumers, such as students or tech-savvy workers, generally realise that items with such labels are not new and have undergone repair or component replacement.

However, even though consumers are aware that the items they purchase are refurbished, they often do not fully understand that the quality of these items can be significantly below expectations or not comparable to the original products from the manufacturer. Many of them assume that because the items are "from abroad" or "officially refurbished," their quality is nearly the same as that of new items. A consumer, Nauval Riza (23), who purchased an *iPhone ex-intern*, admitted that he knew the item was not new. However, he did not expect its performance to deteriorate significantly after a few months of use:

"I knew it was ex-international, meaning it wasn't new. But I thought since it was from abroad, it would at least be decent. In reality, after three months of use, the battery drained quickly, and the signal kept dropping. I started thinking, 'Turns out refurbished items are completely different from regular second-hand items that are original.'" "According to Nauval Riza, in an interview on June 30, 2025."

This pattern suggests that a "quality illusion" is created by the terms used by sellers, as well as the lack of technical explanations regarding the extent of repairs performed on the product or whether any non-original components were used. Consumers purchase with the expectation that the product will still have good quality, but the reality they often face is different. Moreover, most of them are not provided with official warranties or only receive a few days of coverage, which is insufficient to test the durability of electronic products.²⁶

This phenomenon reflects that despite initial awareness of the refurbished status, consumers remain vulnerable due to a lack of technical information and details to assess the product's suitability. This disparity is exacerbated by the absence of regulations requiring businesses to provide objective information about the product's condition, such as whether the battery has been replaced, whether the screen is original or counterfeit, and the history of previous damage. As a result, consumers experience disappointment or loss after the transaction, even though they were aware from the beginning that the product was not new.

Based on interviews conducted by the author with other consumers who purchased refurbished goods, specifically electronic devices such as iPhones, including an interview with Naufal (24 years old), a student at a state university in Banda Aceh, who admitted to purchasing an iPhone 11 ex-intern from Toko P in the Peunayong area. He was drawn to the price, which was significantly lower than the official price, and the seller claimed the item was "imported, original, and still in good condition."

"At first, I was happy because it only cost 3 million rupiah, whereas elsewhere it could cost 6 million or more. But after three months, the

²⁶ Chairul Fahmi, "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia," *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (2024): 1.



phone lost signal, and four months later, it stopped working completely. When I took it to the store, they said I couldn't claim the warranty because the store's warranty period had expired, and they mentioned it was a risk associated with buying a refurbished item. I was shocked; I knew it was a refurbished item, but I didn't know there would be such risks," said Naufal in an interview in April 2025.

Cases like Naufal's are not uncommon. Many other consumers have also been disappointed due to a lack of information about the product's status and condition. Consumers generally are unaware of technical terms such as "reconditioned," "ex-inter," "distributor warranty," or "unregistered IMEI." They also do not realise that purchasing such items does not provide strong legal protection, especially when the product malfunctions or fails to function correctly.

One common practice in the sale of refurbished electronic goods in Banda Aceh is offering warranties with minimal durations, typically only 1 to 2 months from the date of purchase. Sellers often refer to this as a "store warranty," not an official manufacturer or distributor warranty. In practice, this type of warranty is more symbolic than a reliable technical guarantee for consumers.

This short warranty is often used as a sales strategy to gain initial trust from consumers, as if providing a guarantee. However, in reality, this warranty offers minimal legal protection and provides little actual sense of security. This contrasts with the standard official warranty from manufacturers, which typically lasts for 12 months, covers various types of damage, and has a straightforward and professional claims process.

F. Legal Protection for Consumers in the Purchase of Reconditioned Electronic Goods Based on Law No. 8 of 1999 on Consumer Protection

Under Indonesia's national legal system, consumer rights are protected by Law No. 8 of 1999 on Consumer Protection. This law provides a comprehensive legal framework for the relationship between consumers and businesses, including in the context of the sale of refurbished goods, such as iPhones, which are widely available in Banda Aceh. Based on field findings,

the practice of selling refurbished electronic goods still raises several legal issues relevant to analysis under the provisions of the aforementioned law.

One of the most common practices found is the use of terms deliberately softened by sellers, such as "barang luar" (foreign goods), "ex inter," "unit Jepang" (Japanese unit), or "second grade" to replace the actual term "rekondisi" or "refurbished." The use of these terms may violate Article 9(1)(a) of Law No. 8 of 1999 on Consumer Protection, which states that businesses are prohibited from promoting goods with misleading statements about quality, quantity, materials, functionality, price, or warranties. In this case, the use of these ambiguous terms is not merely a marketing strategy. However, it may also impact consumers' perceptions, leading them to believe that the goods are still in good condition or merely ordinary used goods, rather than refurbished items with defects or production flaws. Article 8(1)(f) of Law No. 8 of 1999 on Consumer Protection also prohibits businesses from selling used or damaged goods that have been repaired and presented as new. In this context, selling refurbished iPhones without explicit explanation or using vague terms could potentially constitute a violation of this provision. The law explicitly requires transparency in information provided to consumers to prevent any form of deception in transactions.

Although some consumers are aware that the products they purchase are refurbished, this awareness is often not accompanied by a clear understanding of the actual quality of the product. Consumers only know that "ex inter" means foreign goods. Still, they do not understand that the product has been damaged, its components replaced, and retested by a third party that may not be officially certified. This creates an information imbalance in the transaction, or what is known in economic theory as information asymmetry, where the seller has more knowledge about the product's quality than the consumer.

Article 4 of Law No. 8 of 1999 on Consumer Protection outlines consumers' rights, including the right to comfort, safety, and security when consuming goods, as well as the right to accurate, clear, and honest information. If consumers purchase goods they believe to be of high quality but find them to be of low quality without being provided with complete



information, they have been legally wronged. In the long term, this can erode public trust in businesses and the market as a whole.

Many sellers in Banda Aceh do not provide detailed explanations of the condition of the reconditioned goods they sell, such as whether the components are original or counterfeit, whether the battery has been replaced, or the history of any previous damage. Such explanations are often considered "unimportant" as long as the goods appear smooth and function generally. However, according to Article 7(b) of Law No. 8 of 1999 on Consumer Protection, businesses are obligated to provide transparent and honest information about the condition of the goods. Incomplete information or information intentionally withheld, even if not explicitly false, still constitutes a violation of the principle of honesty in details during transactions.

This is particularly crucial in transactions involving electronic goods, such as iPhones, which contain many sensitive components. For example, failing to disclose that the battery has been replaced with a non-original version can affect performance and safety. Similarly, if the camera, screen, or motherboard has been replaced, this must be disclosed. In legal terms, consumers have the right to receive all this information before making a purchasing decision.

The warranty provided by the store typically lasts only 1–2 months and has a minimal scope. It usually applies only if there is total damage (i.e., the unit is dead) or basic functions do not work. Minor issues such as a weak battery, blurry camera, or unstable signal are often not covered. In this case, the warranty is provided not as a form of responsibility but as a formality to reassure consumers.

Article 19(1) of Law No. 8 of 1999 on Consumer Protection states that businesses are responsible for compensating consumers for damages resulting from the ordinary use of their products. This means that even if the warranty period has expired, if it is proven that the product was defective from the start, consumers are still entitled to compensation. The warranty cannot be used as a reason for businesses to avoid responsibility. On the other hand, most consumers are unaware of this right, and when they experience damage after the warranty period, they choose to accept it or bear the loss themselves.

Based on this, it can be concluded that the practice of selling refurbished electronic goods in Banda Aceh is not entirely in line with the principles and provisions outlined in Law No. 8 of 1999. There are still many gaps in terms of information transparency, post-sale responsibility, and consumer complaint mechanisms. Businesses often simplify their responsibilities based on the assumption that consumers are not sufficiently informed. In contrast, consumers are in a vulnerable position due to a lack of information and legal understanding.

G. Islamic Legal Analysis of the Practice of Selling Reconditioned Goods

From an Islamic legal perspective, buying and selling transactions are part of *muamalah*, whose original ruling is *mubah* (permissible), as stated in the fiqh principle: "The original ruling in *muamalah* is permissible as long as there is no evidence to prohibit it." Therefore, the practice of buying and selling refurbished goods such as *iPhone ex inter* is fundamentally permissible and valid under Islam, provided that it meets the conditions and requirements of a valid sale, and does not contain prohibited elements such as *tadlis* (fraud), *gharar* (uncertainty), and *ghabn* (loss due to information or price disparity).

In the context of selling refurbished iPhones, failing to clearly state that the item is refurbished can be categorised as *false advertising*. Even if the seller uses alternative terms like "used goods" or "ex-inter" without explaining that the item has been damaged and repaired, this falls under the category of hidden fraud (*gharar*), which morally invalidates the sales contract.

According to the majority of scholars, including Imam Nawawi and Imam al-Ghazali, a sales contract containing elements of *tadlis* is a defective contract (*fasid*). The buyer has the right to cancel the contract if they feel deceived, or in *fiqh* terminology, this is called *khiyār tadlis* (the right of *khiyar* due to fraud). Therefore, the seller is obligated to fully disclose the condition of the item, including whether components are original or not, whether repairs have been made, and any potential risks that may arise.

Selling refurbished goods without disclosing the warranty period, details of previous damage, and the quality of replacement components can be categorised as a form of *gharar*. Since the buyer lacks sufficient information about the actual condition of the goods, they cannot make a transaction

decision with full awareness (*ridha*). This contradicts the principle of *taba'udh* (mutual consent) in transactions, as stated in QS. An-Nisa' verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ

Meaning: O you who have believed, do not consume one another's wealth unjustly, except through trade by mutual consent.

A valid contract in Islam requires *clarity regarding the object of the transaction (ma'qud 'alaih)*. If the item is not described in detail, the validity of the transaction may be called into question, even if the item has physically changed hands.

Furthermore, in the context of selling refurbished goods, the seller should provide information in good faith, including the original condition, warranty period, and scope of damage claims. Suppose the warranty provided is only valid for one month and does not cover essential components such as the battery or screen. In that case, the seller remains morally and religiously responsible for any damage arising from the condition of the goods at the time of sale.

Additionally, in Islamic jurisprudence, there is the concept of *dhamaan al-'aib* (warranty for defects). This means that if defects not previously disclosed are discovered after the transaction, the seller is obligated to take responsibility. The seller cannot use the expired warranty period as an excuse if the item was already defective from the start.

Based on the principles of Islamic commercial law, it can be concluded that the practice of selling refurbished electronic goods, such as iPhones, is fundamentally permissible in Islam, provided it meets the conditions and requirements of a valid sale and does not contain prohibited elements. However, suppose in practice the seller fails to openly disclose that the item is refurbished, uses misleading terms, or hides the actual technical condition of the item. In that case, the transaction may contain elements of *tadlis* (fraud) and *gharar* (uncertainty), which are explicitly prohibited in Islam. The prohibition against *tadlis* and *gharar* aims to uphold justice and honesty in transactions, as well as protect consumers from losses resulting from a lack of transparency in information.

CONCLUSION

In the practice of selling refurbished electronic goods, such as iPhones, in Banda Aceh, sellers often use alternative terms like "ex inter," "barang luar," or "second grade" without providing honest and transparent explanations. Generally, these terms are not explicitly deceptive, but they are often used to downplay the status of goods that have been refurbished or repaired. This creates the impression that the goods are still of high quality or equivalent to new goods, suggesting that the use of these terms has the potential to deceive buyers, especially those without sufficient technical knowledge. Most consumers are aware that terms like "ex inter" or "used goods" refer to items that are not new. However, this knowledge is incomplete, as they do not fully understand that such items may have substandard quality, including the use of non-original parts, faulty batteries, or systems that have been previously damaged. Consumers generally purchase with the expectation that the goods will remain usable in the long term, yet this is not always the case. As a result, many consumers feel disappointed and suffer losses after using the goods for a few weeks.

From a legal perspective, based on Law No. 8 of 1999 on Consumer Protection, such practices are not entirely in line with legal provisions. The Law explicitly requires businesses to provide accurate, transparent, and honest information about the condition of the product (Article 7(b)). It prohibits selling products as new when they have been repaired (Article 8(1)(f)). Additionally, the warranty provided is only for 1–2 months without adequate explanation of its coverage, which does not reflect the ideal legal protection as intended in Article 19. Therefore, from a normative perspective, consumer protection in this practice has not been effectively implemented.

From an Islamic legal perspective, this practice also contradicts the fundamental principles of buying and selling, which emphasise honesty (*sidq*), transparency (*tabligh*), and trustworthiness (*amanah*). Hiding important information about the condition of the goods constitutes *tadlis* (fraud), and the use of ambiguous terms without explanation may contain elements of *gharar* (uncertainty), both of which are prohibited in Islam. Therefore, the practice of selling reconditioned goods without transparency not only violates positive



law but also contradicts the values of Islamic transactions (muamalah), which uphold justice and mutual consent in transactions (*an-tarāḍin minkum*).

REFERENCES

- Akbar, Wahyu, Rahmad Kurniawan, Ahmad Dakhoir, dan Chairul Fahmi. "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia." *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1–12. <https://doi.org/10.30984/JIS.V22I1.2611>.
- Amirizal, Arini Azka Muthia, dan Sonia Ivana Barus. "The Protection of Spiritual Rights in the Sharia Banking Dispute Settlement: Overview of the Sharia Banking Law in Indonesia." *Padjadjaran Jurnal Ilmu Hukum* 9, no. 3 (2022). <https://doi.org/10.22304/pjih.v9n3.a5>.
- Armia, Muhammad Siddiq. *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*. Disunting oleh Chairul Fahmi. Lembaga Kajian Konstitusi Indonesia, 2022.
- Fahmi, Chairul. "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia." *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (2024): 1.
- Fahmi, Chairul. "THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA." *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020). <https://doi.org/10.22373/petita.v5i2.99>.
- Fahmi, Chairul, dan Wira Afrina. "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018." *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (2023): 1.
- Fahmi, Chairul, dan Peter Tobias Stoll. "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia." *BESTUUR* 12, no. 2 (2024): 172–90. <https://doi.org/10.20961/BESTUUR.V12I2.94203>.
- Ministry of Religious Affairs of the Republic of Indonesia. 2009. *The Qur'an and Its Translation*. Jakarta: PT. Syamil Cipta Media.
- Hasan, Ahmad. 1996. *Fundamentals of Islamic Law*. Jakarta: Raja Grafindo Persada.
- Indonesia. 1999. *Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection*. State Gazette of the Republic of Indonesia Year 1999 Number 42.



- Indonesian Ulama Council. 2011. *Collection of Fatwas of the Indonesian Ulama Council: Field of Islamic Economics and Finance*. Jakarta: National Sharia Council.
- Manan, Abdul. 2005. *Reform of Islamic Law in Indonesia*. Jakarta: RajaGrafindo Persada.
- Muslim bin al-Hajjaj. *Sahih Muslim*. Beirut: Dar al-Fikr, no year.
- Nawawi, Hadari. 2003. *Methodology of Social Research*. Yogyakarta: Gadjah Mada University Press.
- Nuruddin, Ahmad. 2010. *Business Ethics in Islam*. Jakarta: Kencana Prenada Media.
- Sutedi, Adrian. 2008. *The Responsibility of Business Actors in Consumer Protection*. Jakarta: Sinar Grafika.
- Syafe'i, M. 2001. *Fiqh Muamalah*. Jakarta: Prenada Media.
- Consumer Protection Law No. 8 of 1999. Available at <https://peraturan.bpk.go.id> (accessed May 2025).
- Zuhaili, Wahbah. 2007. *Islamic Jurisprudence and Its Evidence*, Volume 5. Translated by Team Pustaka Firdaus. Jakarta: Gema Insani.