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Legal Protection for Consumers of E-2b Banda Aceh Refill Drinking Water Depot: A Study of Positive Law and Islamic Law

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Abstract

Article 1 of Law No. 8 of 1999 which regulates "Consumer protection law", in Article 1 states "Consumer protection as all efforts that ensure legal certainty to provide protection to consumers". The researcher applies empirical law in this study, which is legal research that examines the adoption or application of normative legal provisions in each unique legal event in society. Various data sources were used, including secondary data from a literature review as well as primary data from interviews with business owners. The research findings show that the E-2B Banda Aceh refillable drinking water depot business has taken steps to protect consumers by obtaining SLHS in accordance with Permenkes No. 492 of 2010. With the SLHS, the business has met good sanitation and hygiene standards in processing and distributing drinking water that is free from bacteria as required by the Ministry of Health based on Permenkes No. 492 of 2010. The principles of fairness, integrity, and accountability are the basis of consumer protection in Islamic law.

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Introduction

Clean water is one of the most important basic human needs. In Indonesia, access to clean and high-quality water is a critical issue, especially as the population continues to grow. As a result, people are finding it increasingly difficult to obtain water that meets quality and health requirements. As drinking water products from reputable companies are usually rather expensive, not everyone can afford them.[1]

Therefore, various new innovations have sprung up in people's lives, including the drinking water depot refill business. This business converts raw water into drinking water, which is then supplied to customers at a more economical price than bottled water. Customers may have other options in choosing drinking water based on their needs if refillable drinking water depots are available. The great interest in this field has led to a large number of companies operating in the region in various locations. However, this situation requires the role and protection of state law in protecting consumer rights. For this reason, there is Law No. 8 Year 1999 on "Consumer Protection to provide legal protection to consumers who are harmed by entrepreneurs".[2]

Regional Water Supply Companies (PDAMs) in each region are responsible for managing clean water in Indonesia. This management requires a legal foundation that serves as a means of social control. This law is needed both as a preventive measure and to address negative impacts that may occur during the development process. This statement is in line with Syahri's opinion that "The rule of law reflects how a nation utilises law as a tool to prevent the negative impacts of development". The quality of clean, healthy and safe

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[1] Mohd Dhiyah Ulkafi, Iriansyah, M. Yusuf DM, "*Legal Protection of Refillable Drinking Water Consumers Based on Law Number 8 of 1999 concerning Consumer Protection*", Scientific Journal of Legal Sciences, vol 19 No 2 November, 2021

[2] Indah Dwi Rahmayati, I Made Udiana and I Nyoman Mudana, 2019*, "Legal Protection of Consumers of Cosmetics Users without a Distribution Permit in the Perspective of Law Number 8 of 1999 concerning Consumer Protection"*, Journal of Kertha Semaya, Faculty of Law, Udayana University Vol. 7 No. 5, Page. 8.

drinking water for the community is regulated through the Regulation of the Minister of Health of the Republic of Indonesia Number 492 of 2010 related to "Drinking Water Quality Requirements". Article 4 paragraph (1) regulates the "Community drinking water quality standards", while Article 2 outlines the "Internal and external monitoring process conducted by relevant ministries in each region".[3] The government issued Permenkes No. 736/2010 on "Drinking water quality monitoring protocol as an effort to improve public health standards". The regulation regulates a number of requirements that must be met to guarantee safe drinking water that is suitable for consumption. [4]

Businesses involved in this industry must also be aware of and fulfil a number of regulations to start a refillable drinking water depot business. This is regulated through Minister of Industry and Trade Regulation No. 651/2004 regarding "Technical Requirements for Drinking Water Depots and their Trade", namely: [5]

> "Drinking water depots are required to have an Industrial Registration Certificate (TDI) and a Trade Business Registration Certificate (TDUP) with a total company investment value of up to IDR 200 million excluding land and buildings for business, drinking water depots are required to have a Raw Water Supply Guarantee Letter from PDAM or a company that has a Water Intake Permit from the authorised agency. Drinking water depots are required to have a drinking water test report generated from a water quality inspection laboratory appointed by the district/city government or an accredited one".

The provisions of Kepmenperindag No. 651 Year 2004 only cover the three main obligations stipulated in the Ministerial Decree. However, each region is responsible for more detailed regulations and requirements on the establishment of refillable drinking water depots. Therefore, local governments are responsible for establishing additional regulations according to local needs

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[3] Regulation of the Minister of Health of the Republic of Indonesia Number 492/MENKES/PER/IV/2010 on *Drinking Water Quality Requirements.*

[4] Regulation of the Minister of Health of the Republic of Indonesia Number 492/MENKES/PER/IV/2010 on *Drinking Water Quality Requirements.*

[5] Decree of the Minister of Industry and Trade No. 651 of 2004 on *technical requirements for drinking water depots and their trade.*

and conditions. This includes adapting technical standards, approval procedures and operational monitoring to the specifications and challenges of their respective regions. The aim of this delegation is to ensure that companies operating refillable drinking water depots maintain quality requirements while offering the greatest possible benefit to the neighbourhood.[6]

The interview was conducted with one of the owners of the company that was the focus of the research, namely the owner of E-2B Refillable Drinking Water Depot, on Jl T. Nyak Arief, East Sector Darussalam, Banda Aceh City. According to him, this E-2B drinking water depot sells three different types of drinking water, namely mineral water, *reverse osmosis* (RO) water, and hexagonal water. The only current permit is a drinking water test report from a water quality inspection laboratory in accordance with Permenkes No. 492/2010. Not all permits exist for this E-2B drinking water depot business, but from the aspect of guarantee and the quality and hygiene of the drinking water sold, the business guarantees the halalness and hygiene of the drinking water it sells, and in practice there are no cases that harm consumers such as stomachaches or public complaints about the water it sells. Given that the drinking water depot company only has one licence, what is the legal approach to consumer protection against unfulfilled licences and whether consumer protection can be provided properly.

Based on the previous discussion, the researcher plans to conduct an in-depth study on "How is legal protection for consumers of E-2B Banda Aceh refill drinking water depot in terms of Indonesian positive law and according to Islamic law".

The author applies empirical juridical methodology. The application or implementation of normative legal rules directly in various legal events that occur in society is the main subject matter in empirical juridical research, a legal research method.[7] In other words, the research aims to investigate and collect relevant information by looking at the actual situation in society. After data

[6] Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 30, 2023): 667–86, https://doi.org/10.26811/peuradeun.v11i2.923.

[7] Abdulkadir Muhammad, 2004, "*Law and Legal Research*", Bandung, Citra Aditya Bakti, p 134

collection, the problem must be identified before efforts to address it can be made.[8] The empirical juridical approach is the methodology used in this paper. The purpose of this legal perspective is to see the law as a standard, or "*das sollen*". The author uses various written and unwritten legal materials to examine the subject of this research. The empirical method, on the other hand, views law as a social and cultural fact, or "*das sein*".[9]

The author uses several sources of data, including primary data, collected directly from business owners through interviews, as well as secondary data collected by conducting desk research of relevant legal documents. The legal materials used include primary law (e.g. Kepmenperindag No. 651/2004, Permenkes No. 492/2010, and Law No. 8/1999), secondary law, and tertiary law. Data processing is done by collecting, reading, analysing, and recording relevant data, then classifying the data. The data was then analysed using the descriptive method. The final step is to make conclusions according to the findings in the field.

Consumer Protection Under Indonesian Positive Law

1. Definition

The Consumer Protection Law (UUPK) defines "Consumer is every person who uses goods and/or services available in the community, both for the benefit of themselves, families, other people, and other living things and not for trade". Every individual or business organisation, whether legally recognised or not, domiciled in the Republic of Indonesia and conducting business in Indonesia, alone or together with others through agreements to carry out various economic activities.[10]

Consumer protection is a collection of policies intended to protect the rights of customers and prevent them from losing money when buying goods

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[8] Bambang Waluyo, 2002, "*Legal Research in Practice*", Jakarta, Sinar Grafika, pp. 15

[9] 2003037702 Muhammad Siddiq Armia, *Penentuan Metode Pendekatan Penelitian Hukum* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), https://repository.ar-raniry.ac.id/id/eprint/22862/.

[10] Ibid, Article 1 Paragraph 3.

or services. In addition to protecting customers from deceptive business tactics, including fraud, misuse of information, and exploitation, this protection also includes the right to receive goods and services that are safe, superior, and as promised. The content of Law No. 8/1999 Article 1 Paragraph 1, "Consumer protection is defined as all efforts that ensure legal certainty to provide protection to consumers".[11] The purpose of consumer protection is to ensure that people do not buy or consume products or services that endanger their health, safety, or other interests. [12]

2. Legal Foundation

The legal basis for consumer protection in Indonesia is contained in Law No. 8/1999. The UUPTK explains the protection mechanisms provided by the state to ensure legal certainty for consumers. UUPK was inaugurated on 20 April 1999 and came into force on 20 April 2000. Although it is one of the most important regulations, UUPK is not the only consumer protection regulation. Around 20 previous laws and regulations governing consumer protection existed before the GCPL came into force. GCPL acts as a legal umbrella that unifies these different regulations in order to improve law enforcement in the field of consumer protection. Furthermore, GCPL is not considered the end of consumer protection law. GCPL still leaves room for a larger regulation with more comprehensive protection for consumer interests. [13]

3. Basic Consumer Rights

GCPL Article 4 explicitly regulates 8 consumer rights[14] , namely:

a. "The right to comfort, security, and safety in consuming goods and/or services;

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[11] Ibid, Article 1 paragraph 1.

[12] iwik Sri Widiarty. "*Consumer Protection Law"*. Depok: PT Komodo Books, 2016;

[13] Nurhalis, "*Consumer Protection in the Perspective of Islamic Law and Law Number 8 Year 199",* IUS Journal, Vol III No 9, (December 2015).528

[14] Law of the Republic of Indonesia Number 8 Year 1999 on Consumer Protection, Article 4.

b. Freedom to choose and obtain goods and/or services in accordance with the exchange rate and conditions and guarantees offered;
c. The right to correct, clear, and honest information about the conditions and guarantees of goods and/or services;
d. The ability to voice complaints and be heard for the goods and/or services used;
e. The right to protection, advocacy, and appropriate consumer protection dispute resolution efforts;
f. The right to consumer education and guidance;
g. The right to receive correct, honest, and non-discriminatory treatment or services; and
h. The right to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be".

Article 4 (g) states, "Consumers have the right to be treated or served correctly and honestly, free from discrimination based on ethnicity, religion, culture, region, education, social status and other factors". Regarding compensation is also confirmed in Article 19, that "Business actors are responsible for providing compensation for damage, pollution, or consumer losses due to consuming goods and/or services produced or traded".

Consumer Protection According to Islamic Law

1. The Concept of Consumer Protection According to Islamic Law

In Islam, consumer protection existed before the Prophet Muhammad was appointed as a Messenger. For example, he operated as a trader by receiving payment or wages for his services when he received a mandate to transport Khadijah bint Khuwailid's goods. This demonstrates the principles of honesty, responsibility and fairness in trade, which form the basis of consumer protection in Islam.[15] Aspects of consumer protection were not well covered in the

[15] Mahdi Rizqullah Ahmad*, "The Biography of the Messenger of Allah, An Analytical Study Based on Authentic Sources"*, Jakarta, Qisthi Press, 2009, pp.

literature at the time, but Prophet Muhammad's business practices demonstrated the concept of consumer protection. The inhabitants of Mecca at the time did not question Prophet Muhammad's honesty, fairness or integrity, which helped build his reputation and trading power. After Prophet Muhammad became an Apostle, the Qur'an and Hadith place a strong emphasis on adhering to the teachings of Islam. The Qur'an states that "A business is fair and honest if it neither oppresses nor oppresses". The words of Allah SWT in the Qur'an Surah Al-Baqarah verse 279.

> "So if you do not do it (give up usury), then know that Allah and His Messenger will fight you. And if you repent (from taking usury), then to you shall be the substance of your wealth; you have neither wronged nor been wronged".

Although usury is specifically addressed in this verse, consumer protection is also implied. The verse ends with a reference to the prohibition against ill-treatment and unfair treatment (neither oppressing nor being oppressed). The conclusion of this verse, when applied to trade, provides direction so that consumers and businesses do not oppress or harm each other. The Islamic view of business should be based on the principles of fairness as well as integrity.[16]

To provide protection for the interests of all parties in carrying out business or trade activities, Islam agreed on several principles that guide business activities, including *at-tauhid, istiklaf, al-ihsan, al-amanah, ash-shiddiq, al-adl, al-khiyar, at-ta'wun,* security and safety*,* and *at-taradhin.* Tawhid, or recognising the oneness of Allah SWT, is the basic principle or foundation of all trade under Islamic law. *Istikhlaf*, stating that everything humans own is entrusted to Allah SWT and that humans are merely trustees, stems from this idea.[17] The principle of *al-ihsan*, which commands to do good and benefit others without being obliged to do so, also stems from the idea of tawhid. The principle of *al-ihsan* encourages individuals to act in a way that is best and beneficial to others,

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[16] Zulham, "*Consumer protection law"*, Jakarta, kencana, 2013, pp. 41

[17] Chairul Fahmi, "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia," *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 9, 2024): 79–95.

including in the context of business, where honesty and kindness should be applied in every transaction.[18]

From these three principles, various important principles in business and social life are born, including: trust (*al-amanah)*, honesty (*ash-shiddiq)*, justice (*al-adl)*, the right to choose (*al-khiyar)*, cooperation (*at-ta'wun)*, security as well as safety, and mutual pleasure (*at-taradhin)*. These principles direct people to carry out transactions with integrity, fairness, and mutual respect, thus creating a harmonious relationship between business actors and customers.[19] Humans always need the help of others, so the principle of *ta'awun*, namely helping each other, has an important meaning in life. Therefore, helping is something that cannot be avoided, especially in order to increase good deeds and piety to Allah SWT. Both parties must adhere to the principle of *ta'awun* when conducting transactions. This creates a mutually supportive and beneficial relationship, with the common goal of achieving goodness and blessings.[20]

The concept of security and safety in Islamic law, known as *Maqashid Shari'ah* (*al-dharuriyyat al-khamsah*), consists of five things that must be protected and maintained: protecting the soul (*hifdh al-nafs*), mind (*hifdh al-aql*), religion (*hifdh al-din*), offspring (*hifdh al-nasl*), and property (*hifdh al-maal*). In Islamic trade, the concept of *at-taradhin*, or willingness, is equally important. The existence of aqad, or transaction, is one of the prerequisites for the validity of buying and selling. This can only happen with the existence of *shighat* (ijab qabul), a term that means willingness or agreement between the buyer and the seller.[21]

2. The Legal Basis of Consumer Protection in Islamic Law

According to the fuqaha, there are four sources of Islamic law: Quran, Sunnah, Ijma', and Qiyas. These four provide the main guidelines for drafting laws, especially those relating to consumer protection in Islam. Islamic teachings state that the Quran is the primary source of law. The Sunnah is the

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[18] Faisal Badroen et al, "*Business Ethics in Islam",* Jakarta, Kencana, 2007, pp. 102-103

[19] Hasan Aedi, "*Theory and Application of Islamic Business Ethics"*, Bandung, Alfabeta, 2011, pp. 59

[20] *Ibid,* pp. 60

[21] *Ibid,* pp. 61

second source of law; however, if the Qur'an cannot shed light on an issue, then the Sunnah can be used as the primary source.[22]

Ijma' is an agreement reached by all the mujtahids of the Muslim Ummah in a certain period after the Prophet Muhammad died regarding the shara' law relating to certain events or situations. Ijma' functions as a binding source of law, where the decision is taken based on the understanding of competent fiqh experts and can be applied to answer problems that are not explicitly explained by the Qur'an or Sunnah.[23] Ijma' is only used as a source of law when the Qur'an or Sunnah does not include a legal standard or justification for a particular situation. Meanwhile, qiyas, according to the established law, is a method of determining the law by relating an event that has no text to an event that has a text. This qiyas uses the *illat* (legal causes) contained in an event to apply to a similar case that is not explicitly mentioned through the Qur'an or Sunnah.[24]

3. Consumer Rights According to Islamic Law

In Islam, business actors must pay attention to the following basic rights of customers: The right to receive accurate, honest, and up-to-date information; the right to a safe, healthy environment and product safety; the right to legal protection and dispute resolution; the right to protection from unfair treatment; the right to compensation for product damage; and the right to choose and obtain a fair exchange rate.[25]

Islamic consumers are given the right of khiyar, or the ability to decide whether to continue with the contract or cancel it. Islam gives producers and consumers the freedom to protect their trade rights, regardless of whether they

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[22] Jarmanisa et al., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (October 1, 2021): 126–46, https://doi.org/10.22373/jurista.v5i2.11.

[23] Mukhtar Yahya and Fatchurrahman, "*Basics of Islamic Fiqh Law Development*", Bandung, Alma'arif, 1986, pp. 58-59. 58-59.

[24] Chairul Fahmi and Syarifah Riyani, "ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT," *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 17, 2024): 89–104, https://doi.org/10.21580/wa.v11i1.20007.

[25] Muhammad & Alimin, "*Ethics & Consumer Protection in Islamic Economics*", Yogyakarta, BPFE, 2004, pp. 195-234.

choose to continue the transaction or not, thanks to the right of khiyar.[26] In addition, businesses should be held liable for harmful activities when buyers suffer physical loss or suffering as a result of fraudulent or faulty products, thereby violating their rights.[27] If the liability is related to the reason for compensation (*dhaman*), it can be divided into five categories:

a. The obligation to compensate for damage to the product is known as "Damage Compensation" (*Dhaman Itlaf*). Itlaf compensation covers losses relating to human life and limb in addition to property damage. This notion illustrates how important liability is in maintaining safety and security for both people and property.
b. The obligation to compensate for damages caused by a contract or transaction is known as "Transaction Compensation" (*Dhaman 'Aqdin*). In the event of a loss or violation of the terms agreed upon in the agreement, this compensation becomes the obligation of the parties to the transaction.
c. *Dhaman Wadh'u Yadin*, or "Compensation for Actions", is the obligation to pay compensation for goods that are damaged while in the hands of the manufacturer before delivery under a legally binding contract. In addition, taking another person's property without his consent and harming the other party also falls under this indemnity. This principle places great emphasis on a person's liability for damage caused by his or her activities to the property or belongings of others.
d. The obligation to replace the entrusted item (*al-wadi*) in the event of damage or loss is known as "Custody Compensation" (*Dhaman al-Hailulah*). This indemnity applies whether the entrustee was negligent or intentional in causing the damage or loss. According to this notion, whoever is entrusted with the goods should be liable for any losses incurred during that time.

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[26] Abdurrahman Al-Jaziri, "*Fiqh Four Mazdhab Part Muamalah II"*, translation H. Chatibul Umam & Abu Hurairah, Darul Ulum Press, 2001,lm. 41

[27] Muhammad & Alimin, "*Ethics & Consumer Protection in Islamic Economics"*, Yogyakarta, BPFE, 2004, pp. 235-239. 235-239.

e. The obligation to compensate for losses due to dishonesty in the commodity being sold is known as "Compensation for Fraud" (*Dhaman al-Maghrur*). In this case, if the business person or seller deceives the buyer to sell the product, the deceiving party is liable to compensate the buyer for the difference. This notion protects customers from dishonest business practices and ensures that transactions are conducted honestly and fairly.

Analysis of Legal Protection for Drinking Water Consumers of E-2b Refill Depot Banda Aceh in Review of Indonesian Positive Law and Islamic Law

One of the companies that supply drinking water to fulfil consumer needs is the E-2B Banda Aceh Refillable Drinking Water Depot. Its presence is inseparable from Law No. 8/1999, including Articles 4 (a) (c), 7 (b) (d), as well as Article 8 as it relates to consumer interests. Article 4 (a) states "Every consumer has the right to a sense of security when using goods or services". Therefore, drinking water from refill depots must be safe and suitable for daily use. In addition, Article 4 (c) states "Consumers are also entitled to correct, transparent, and honest information regarding the guarantee and condition of goods and/or services". This implies that before using refillable drinking water products, customers have the right to obtain accurate information about the product. GCPL also protects this right.

Article 7 (b) contains "Entrepreneurs are obliged to provide correct, clear, and honest information about the condition of goods and/or services". The provisions of this article require entrepreneurs to provide actual information regarding the goods or services they produce. Businesses that sell drinking water

at refill depots are also required to comply with regulations for the drinking water products they produce and refrain from misleading customers.[28]

Permenkes No. 492/2010 states that "Drinking water is safe to drink if it fulfils the physical, chemical and radioactive requirements contained in mandatory and additional parameters". [29] All drinking water operators are required to follow the mandatory guidelines, i.e. drinking water quality regulations.[30]

Kepmenperindag No. 651 Year 2004 states that sellers of refillable drinking water depots must fulfil a number of standards before they can establish a business, namely:[31]

> "Drinking water depots are required to have an Industrial Registration Certificate (TDI) or Trade Business Registration Certificate (TDUP) with a total company investment value of up to IDR 200 million excluding land and buildings for business, drinking water depots are required to have a Raw Water Supply Guarantee Letter from PDAM or a company that has a Water Intake Permit from the authorised agency. Drinking water depots are required to have a drinking water test report generated from a water quality inspection laboratory appointed by the district/city government or an accredited one."[32]

An interview with the owner of E-2B Refillable Drinking Water Depot, one of the businesses studied, stated that there is only one permit owned, namely

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[28] Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 3, no. 2 (2022): 89–103, https://doi.org/10.22373/al-mudharabah.v4i2.3384.

[29] Regulation of the Minister of Health of the Republic of Indonesia Number 492/MENKES/PER/IV/2010 on Drinking Water Quality Requirements, State Gazette of the Republic of Indonesia Year 2010, Number 492.

[30] Theo Kharismajaya "*Supervision of Banyumas Regency Government Health Office on the Quality of Refillable Drinking Water (Juridical Review of Article 10 of Permenkes No. 736/Menkes/PER/VI/2010"*. Research Report, Purwoekerto; Jendral Sudirman University p.3, 2013.

[31] Decree of the Minister of Industry and Trade of the Republic of Indonesia Number 651/M-IND/PER/12/2004 concerning Technical Requirements for Drinking Water Depots and their Trading, State Gazette of the Republic of Indonesia Year 2004, Number 651.

[32] Decree of the Minister of Industry and Trade of the Republic of Indonesia Number 651/M-IND/PER/12/2004 concerning Technical Requirements for Drinking Water Depots and their Trading, State Gazette of the Republic of Indonesia Year 2004, Number 651.

a test report from a water quality inspection laboratory in accordance with Permenkes No. 492/2010, and that this E-2B drinking water depot sells three types of drinking water, namely mineral water, RO, and hexagonal.[33] Not all permits are available for this E-2B drinking water depot business, but from the aspect of guarantee and the quality and hygiene of the drinking water sold, the business guarantees the halalness and hygiene of the drinking water it sells, even in practice there are no cases found that harm consumers such as stomachaches or public complaints about the water it sells.

Related to the unfulfilled permit, if the refillable drinking water depot business only has a Certificate of Good Hygiene Sanitation (SLHS) but does not have a Certificate of Trade Business Registration (TDUP) and also a PDAM Raw Water Supply Guarantee Letter, if there is harm to consumers, then consumer protection is still fully provided, because the basic principle is to protect consumer rights without depending on the legal status of business administration. "Every customer has the right to security and safety in using products and/or services", as stated in article 4 (a) of UPTK.[34] Customers have the right to accurate, transparent, honest information and to be reimbursed if the goods received do not meet expectations. Sellers are required to fulfil the legal requirements outlined in Kepmenperindag No. 651 of 2004 related to unfulfilled legality. In addition, the existence of TDUP is one of the bases for supervision from the government or institutions regulating business activities so that they do not conflict with the GCPL.[35]

At-tauhid, istiklaf, al-ihsan, al-amanah, ash-shiddiq, al-adl, al-khiyar, at-ta'wun, security as well as safety, and *at-taradhin* are some of the concepts contained in Islamic law that serve as guidelines for protecting consumers. According to the principles of maqashid sharia, preserving religion (*Hifdh Al-Din*), soul (*Hifdh Al-Nafs*), intellect (*Hifdh Al-Aql*), offspring (*Hifdh Nasl*), and property (*Hifdh Al-*

[33] Regulation of the Minister of Health of the Republic of Indonesia Number 492/MENKES/PER/IV/2010 on Drinking Water Quality Requirements, State Gazette of the Republic of Indonesia Year 2010, Number 492.

[34] Indonesia, Law No. 8 of 1999 on *Consumer Protection Article 4*.

[35] Chairul Fahmi and 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 (July 23, 2023): 28–39.

maal) refers to actions taken to ensure that drinking water sold to customers meets safe quality standards and is not harmful. The protection of users of refillable drinking water depots is directly linked to these concepts.[36]

Conclusions

Legal Protection of Consumers of E-2B Refillable Drinking Water Depot, Law No. 8/1999 provides preventive and repressive legal protection to consumers. Based on the research findings, E-2B refillable drinking water depot has implemented SLHS in accordance with Permenkes No. 492/2010 as one of the steps to protect customers. With the SLHS, the business fulfils good hygiene and sanitation standards to process and distribute bacteriological free drinking water from Permenkes No. 492/2010. Related to the unfulfilled permit, if the refillable drinking water depot business only has SLHS but not TDUP Certificate and PDAM Raw Water Supply Guarantee Letter. In the event of harm to consumers, consumer protection is still fully provided, because the basic principle of consumer protection is to protect consumer rights without depending on the legal status of business administration.

According to Islam, consumer protection is based on the principles of justice, honesty, and responsibility. Islam encourages all parties in transactions to avoid harmful practices, whether physically, morally, or spiritually. Overall, customer protection in refillable drinking water in accordance with *maqashid sharia* aims to maintain consumer welfare in terms of health, spirituality, economy, and social aspects. A more prosperous and just society can be achieved by correctly applying the principles of sharia to protect religion, soul, mind, offspring, and property by ensuring that the water used meets the criteria for safety and quality.

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[36] Hasan Aedi, "*Theory and Application of Islamic Business Ethics*", Bandung, Alfabeta, 2011, pp. 59

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