



## Construction of Marketplace Responsibility In Consumer Protection of Digital Halal Products In Indonesia

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### Abstract

**Aims.** This study analyzes the construction of marketplace liability in protecting consumers of halal products in Indonesia's digital economy.

**Methods.** The research employs a normative legal method with statutory, conceptual, comparative, and case approaches. Data were obtained from primary legal materials such as laws, government regulations, and ministerial regulations, as well as secondary sources, including academic journals and reports from halal certification authorities.

**Result.** The findings reveal that marketplaces cannot be considered neutral intermediaries, but rather business actors under the Consumer Protection Law, with obligations to ensure the accuracy and truthfulness of halal claims. The absence of explicit technical regulations on halal verification in electronic commerce has created a legal vacuum that weakens consumer protection. Comparative analysis of Malaysia, the United Arab Emirates, and the European Union shows that due diligence obligations for platforms have proven effective in minimizing false halal claims.

**Conclusion.** This study concludes that Indonesia requires conditional safe harbor mechanisms, layered accountability, and mandatory integration with BPJPH's halal database to strengthen legal certainty and consumer trust in the halal digital ecosystem.

**Keywords:** consumer protection, digital economy, halal products, liability, marketplace.



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## INTRODUCTION

The growth of digital trade in Indonesia has shown a very significant trend in the last five years. The Bank Indonesia report (2023) recorded that the value of *e-commerce* transactions reached IDR 474.5 trillion in 2023 and is projected to reach IDR 600 trillion in 2025. This development has shifted people's consumption patterns from conventional transactions to marketplace-based digital transactions. The main factors driving this phenomenon include time efficiency, ease of access, and diversification of products offered (Kominfo, 2023).

Behind these great opportunities, there are serious challenges for a country with a Muslim majority population like Indonesia. The demand for halal products is not merely a consumer preference, but a fundamental need directly related to religious beliefs. Halal not only regulates the raw material aspect, but also concerns the entire production, distribution, and presentation chain. Therefore, halal assurance in the digital ecosystem is not just a religious issue, but an integral part of consumer protection (Azizah, 2020).

From a global perspective, the halal industry has recorded massive growth. According to the *State of the Global Islamic Economy Report 2022/2023*, Muslim consumer spending in the halal food, pharmaceuticals, cosmetics, and *modest fashion sectors* is estimated to reach USD 2.4 trillion by 2024 (DinarStandard, 2023). Indonesia as one of the largest Muslim markets in the world has the strategic potential to become the center of the global halal industry. However, this potential can only be realized if there is legal certainty and transparent governance in the trade of halal products, including in the digital realm (Rusydia, Ruhana, & As-Salafiyah, 2023).

The Government of Indonesia responded to this need by presenting Law No. 33 of 2014 concerning Halal Product Assurance (JPH Law), which requires every product entered, circulated, and traded in Indonesia to have a halal certificate. The implementation of this Law is strengthened by Government Regulation No. 39 of 2021 and many other technical regulations. On the other hand, consumer protection is also guaranteed through Law No. 8 of 1999 concerning Consumer Protection (UUPK), which provides consumers with the right to accurate, transparent, and honest information regarding product conditions and guarantees (Sofian, 2021).

Unfortunately, even though regulations are available, their implementation in the marketplace ecosystem still faces various obstacles. Products that are traded online often include

halal claims without an official certificate from BPJPH or MUI. In fact, the careless use of halal logos without a legal basis is still widely found (Zubaidah, 2019). This practice causes losses to consumers because they are entitled to a guarantee of the correctness of the information.

Marketplaces often position themselves only as transaction facilitators between sellers and buyers. The excuse typically refers to the safe harbor principle, where the platform is considered neutral regarding content uploaded by third parties. However, in the context of Indonesian law, marketplaces are still included in the category of business actors as stipulated in Article 1, number 3 of the UUPK (Ramadhan, 2022). Consequently, they cannot immediately waive legal responsibility for the correctness of information, including halal product claims.

The views of contract lawyers reinforce this argument. Hernoko (2019) emphasized that the principle of *good faith* does not only apply to producers or consumers, but must also be applied by every party that derives economic benefits from a transaction. Marketplaces as actors who profit from online transaction services should not hide behind the status of intermediaries. The same thing was conveyed by Saman (2020), who emphasized that e-commerce consumer protection is only adequate if the platform provider is also responsible for the validity of the information displayed.

One of the main problems is the limited integration of the system between the marketplace and BPJPH. Ideally, every product that is claimed to be halal can be verified automatically through the BPJPH halal certificate database with an *application programming interface* (API) system. However, until now, the mechanism has not run optimally. As a result, consumers still rely on unilateral claims of sellers that are difficult to verify (Latifah & Rasyid, 2023).

Another impact that arises is the occurrence of information asymmetry. Consumers do not have the same capacity as business actors to assess the validity of the halal status of a product. Within the framework of consumer protection theory, this information asymmetry places consumers in a vulnerable position, necessitating legal intervention to restore the balance of contractual relations (Rusyiana et al., 2023).

This condition is exacerbated by the low level of halal literacy among MSMEs. According to data from the Ministry of Cooperatives and SMEs in 2023, only around 17% of processed food MSMEs are active online and have a halal certificate. Low legal and economic literacy causes many MSMEs to consider halal certification as irrelevant or too expensive to do (BPJPH, 2023).

As a result, the marketplace has become a space that is vulnerable to halal claims that cannot be accounted for.

Comparisons with other jurisdictions reveal good practices that can be referenced. In Malaysia, since 2022, Shopee Malaysia has required business actors who include halal claims to include a JAKIM halal certificate number. The verification system is carried out before the product can be displayed to the public (Shopee Malaysia, 2022). The United Arab Emirates, through the Emirates Authority for Standardization and Metrology (ESMA), even imposes an automatic verification system on halal claims before products are marketed online (Niza, 2023).

From the perspective of international law, the responsibility of marketplaces in verifying halal claims is not new. The European Union, for example, has introduced strict regulations regarding the obligation of e-commerce platforms to remove misleading content, including false advertisements or unverifiable claims (European Commission, 2022). Thus, due diligence practices among marketplaces align with global trends in digital consumer protection.

Indonesia's condition shows that there is a regulatory gap. The JPH Law and UUPK do regulate the obligation of halal certification and consumers' right to information. However, they have not explicitly established the obligation of marketplaces to carry out active verification. Regulation of the Minister of Trade No. 31 of 2023, which regulates the supervision of PMSE, is also still general, without a specific technical mechanism related to halal claims (Ministry of Trade, 2023).

From the description above, it can be concluded that there is a *legal vacuum* in the construction of marketplace responsibility for consumer protection of digital halal products. This lack of norms has the potential to weaken legal protections and harm Muslim consumers who have specific needs for halal certainty. This regulatory gap is also a justification for the need for further juridical studies, ensuring that national laws are responsive to technological developments while aligning with the principles of consumer protection.

This study aims to analyze the construction of marketplace responsibility as a business actor in ensuring the halalness of digitally traded products and evaluate the adequacy of existing regulations. Furthermore, this study offers normative and technical recommendations regarding a prescriptive halal marketplace governance model, with reference to international good practices and *sound faith principles*. The academic and practical urgency of this research lies in efforts to

strengthen the protection of Muslim consumers in the era of the digital halal economy, while strengthening Indonesia's position as the center of the global halal industry.

## LITERATURE REVIEW

The study of consumer protection in the context of digital halal products cannot be separated from the theoretical foundation of consumer protection law. This theory departs from the assumption that the relationship between consumers and business actors is not always balanced. Information about products, quality, and legality is usually more controlled by business actors, while consumers are in a weak position. This imbalance creates the need for legal intervention to correct information asymmetry. George Akerlof (1970), in his theory of "market for lemons," shows how information asymmetry can damage the market, because consumers are unable to distinguish quality products from problematic products. This principle is the conceptual basis that consumer law must be present to protect vulnerable parties.

In the Indonesian context, consumer protection is comprehensively regulated through **Law Number 8 of 1999 concerning Consumer Protection (UUPK)**. The UUPK affirms consumers' rights to comfort, security, safety, and correct information about goods and services. Article 8 of the UUPK prohibits business actors from producing or trading goods/services that are not in accordance with the labels, descriptions, or claims made. This is directly relevant to the issue of halal claims in the marketplace. According to Sofian (2021), consumers' rights to information are not only formal, but must ensure legal certainty so that misleading claims do not harm consumers. In addition to the UUPK, the protection of Muslim consumers related to the halalness of products is guaranteed explicitly through **Law No. 33 of 2014 concerning Halal Product Assurance (JPH Law)**. This law states that all products entered, circulated, and traded in Indonesia must be halal certified, except for exempt products. Article 25 of the JPH Law even regulates administrative sanctions for business actors who violate. Latifah and Rasyid (2023) emphasized that the JPH Law is a legal innovation that provides certainty of product identity for Muslim consumers, even though its implementation in the digital ecosystem still faces many technical obstacles.

This regulatory framework is strengthened by the presence of **Government Regulation No. 39 of 2021**, which outlines procedures for implementing halal product guarantees, including the obligation to register, verify, and issue halal certificates. However, this regulation has not regulated the mechanism for verifying halal claims in the electronic commerce system. According

to Azizah (2020), the absence of technical rules on marketplace obligations in verifying halal certification opens up space for misinformation. The marketplace eventually became just a distribution container without a precise legal responsibility instrument.

Meanwhile, from the perspective of contract law, there is a relevant fundamental principle, namely **the principle of good faith**. This principle contains an obligation for the parties to behave honestly, fairly, and considerately towards each other's interests in the transaction. Agus Yudha Hernoko (2019) explained that in electronic contracts, the principle of good faith requires business actors—including marketplaces—to conduct *due diligence* so that consumers are not deceived by misleading information. This principle is in line with Article 1338 of the Civil Code, which states that agreements must be implemented in good faith.

Furthermore, the theory of legal responsibility is also important as a foundation. In the context of marketplaces, there is a debate about whether the applicable liability is **strict liability** or **vicarious liability** (responsibility for the actions of other parties). Ramadhan (2022) argues that marketplaces, as platform providers, must be positioned as responsible business actors on a *strict liability* basis when allowing false halal claims to circulate on their platforms, because they derive direct profits from these transactions.

Recent academic studies also show that there is a gap in marketplace supervision. Zubaidah (2019) found that many processed food products in the marketplace include halal logos without an official certificate, which is legally a form of violation of the UUPK and the JPH Law. Meanwhile, Rusydiana et al. (2023) emphasized that weak halal literacy among MSMEs poses a significant challenge, as many small business actors do not understand the obligation of certification. This raises systemic problems that require marketplaces to take part in the verification process.

In addition to the national legal framework, the literature also highlights international developments as a point of comparison. Malaysia, through the JAKIM authority, implements a stricter halal certification system and is binding on marketplaces. Since 2022, Shopee Malaysia has implemented a mandatory halal certificate policy for products that include halal claims, and marketplaces have an obligation to reject products that do not meet the requirements (Shopee Malaysia, 2022). This practice demonstrates that the marketplace can serve as the vanguard of consumer protection in the context of halal.

The United Arab Emirates is also an interesting example. Through the Emirates Authority for Standardization and Metrology (ESMA), the government requires the automatic integration of the halal verification system with digital platforms. Niza (2023) noted that this regulation has succeeded in suppressing cases of false halal claims in the UAE marketplace. In other words, there is an international precedent that marketplaces can be legally forced to actively maintain the validity of halal claims, not just passive intermediaries.

At the regional level, the European Union has even regulated more broadly the responsibility of marketplaces in the protection of digital consumers. The European Commission (2022) introduced the Digital Services Act, which requires e-commerce platforms to remove misleading claims, including false labels and unverifiable advertisements. This policy is proof that international regulations tend to lead to increased accountability of digital platforms.

In the context of responsive legal theory, as introduced by Satjipto Rahardjo, law should be able to respond to dynamically evolving social needs. The digital marketplace, as the new reality of trade, demands more progressive legal adaptation. By referring to a responsive legal framework, halal consumer protection cannot rely only on formal regulations, but requires adaptive, prescriptive, and applicable legal instruments.

The literature also shows that marketplace responsibility is in line with the principle of global consumer protection. According to research by Latifah and Rasyid (2023), the presence of marketplaces that do not actively verify has the potential to cause systemic losses, as consumers lose trust in halal labels. If left unchecked, this can weaken Indonesia's position in the global halal industry competition. Thus, a literature review shows that consumer protection in digital halal products is a multidimensional issue that unites aspects of contract law theory, consumer protection theory, the principle of good faith, and international law comparison. The existing literature emphasizes the importance of stricter regulation of marketplace responsibility. The existing regulatory loophole opens up research space to formulate the construction of marketplace responsibility in the protection of digital halal consumers in Indonesia.

Therefore, this literature review strengthens the argumentative basis that marketplaces should not be placed solely as intermediaries, but as business actors who bear legal responsibilities. Previous studies also emphasized that the integration of halal certification systems, government supervision, and the application of the principles of good faith are important steps to strengthen

Muslim consumer protection in the digital era. Building on the foundation of international theory, concepts, and best practices, this study highlights the need for prescriptive and adaptive regulatory reform in response to the realities of the halal marketplace in Indonesia.

## **RESEARCH METHODOLOGY**

This research uses a normative legal research method that focuses on the study of laws and regulations, doctrines, principles, and legal rulings that are relevant to the issue of consumer protection of digital halal products. This method was chosen because the main problem of the research is how to construct the responsibility of the marketplace in ensuring the halalness of products in Indonesia, which requires a norm-based juridical analysis. As emphasized by Marzuki (2019), normative legal research aims to find legal principles, norms, and rules that should apply (*das sollen*) in answering evolving legal problems.

The approaches used in this study include legislative, conceptual, case, and comparative approaches. The legislative approach is carried out by analyzing relevant legal instruments, such as Law Number 33 of 2014 concerning Halal Product Assurance (JPH Law), Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, and Regulation of the Minister of Trade Number 31 of 2023. This analysis aims to assess the extent to which these regulations regulate marketplace responsibility in the context of halal products.

The conceptual approach is employed to elaborate on relevant legal principles, including the principles of consumer protection, balance, good faith, and the theory of legal responsibility. These principles are essential for understanding the normative foundations that can be used to build arguments about the obligation of marketplaces to ensure the halalness of products. According to Hernoko (2019), contracts in digital commerce remain subject to the general principles of agreements in civil law, including the obligation to execute agreements in good faith. The case approach is used to examine real practices in digital transactions involving halal claims. Case studies can be in the form of BPJPH findings regarding the use of halal logos without official certificates in the marketplace, or cases reported in the media related to halal label fraud. This case analysis is helpful to show that there is a gap between the applicable legal norms and the reality

on the ground. In line with the view of Saman (2020), critical legal research needs to highlight implementation so that it is not only trapped in normative aspects, but also reveals empirical issues. In addition, this study also uses a comparative approach by reviewing practices in other countries such as Malaysia and the United Arab Emirates. Malaysia, through the JAKIM authority, requires marketplaces to verify halal claims with an official certificate number. At the same time, the United Arab Emirates, through the Emirates Authority for Standardization and Metrology (ESMA), implements an automated verification system. This comparison is helpful to see the best *practices* that can be adopted in the Indonesian context.

The source of legal materials used consists of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations, government regulations, ministerial regulations, and fatwas of official institutions related to halal products. Secondary legal materials are academic literature, books, journals, and scientific articles relevant to consumer protection, contract law, and electronic commerce law. Meanwhile, tertiary legal materials are in the form of legal dictionaries, encyclopedias, and other supporting documents that help clarify legal concepts.

The technique of collecting legal materials is carried out through literature studies by accessing national legal databases, indexed scientific journals, and official reports of state institutions such as BPJPH, Kominfo, and the Ministry of Trade. International literature is also used to enrich perspectives, especially related to marketplace regulation in the context of halal consumer protection.

The legal materials obtained are then analyzed qualitatively. Qualitative analysis is carried out by describing, interpreting, and evaluating existing legal norms, as well as comparing them with practices in the field. This analysis is descriptive-analytical, meaning that the research not only describes the content of the regulation but also analyzes its strengths and weaknesses. Furthermore, the analysis is carried out in an evaluative-prescriptive manner by providing recommendations for improving regulations to be more responsive to halal consumer protection in the digital era.

The framework of this study was compiled to emphasize the relationship between positive law, legal theory, and consumer protection practices in the marketplace. First, positive laws are analyzed to find out the applicable rules. Second, legal theory is used to understand the principles

underlying consumer protection. Third, marketplace practices and cases that occurred were analyzed to show gaps. From here, the research is directed to provide more adaptive and prescriptive normative solutions.

With this methodology, this research is expected to be able to provide a comprehensive picture of the responsibility of the marketplace in consumer protection of digital halal products, both from the normative side and from real practice. A normative approach strengthened by comparative analysis and case studies will provide a strong academic foundation to formulate a halal marketplace governance model that is in accordance with Indonesia's legal needs in the digital economy era.

## RESULTS AND DISCUSSION

The main findings of this study confirm that the marketplace, in the construction of Indonesian law, cannot be positioned only as a passive intermediary that is neutral to product information. The placement of marketplaces as **business actors** in the UUPK creates the juridical consequence that any information posted on the platform interface—including halal claims—is part of the offering ecosystem that is subject to the obligation of honesty, completeness, and accuracy (Sofian, 2021; Ramadhan, 2022). In other words, when a platform monetizes traffic, organizes visibility through algorithms, and offers payment/logistics facilities, the legal relationship that is formed is not just *hosting*, but a substantive involvement in the information distribution chain that influences the will and decision of consumer transactions.

Doctrinally, this finding rests on three pillars. First, the **right to information** in the UUPK is positive—not just "not misleading", but must be "true, clear, and honest"—so that the burden of *care* does not stop with the seller, but extends to the platform operator when the platform becomes the primary medium for spreading claims (Sofian, 2021). Second, **the JPH Law** requires halal certification for products that enter, circulate, and trade, so that all halal claims without certification references are defects of *information* inherent in the goods/services offered (JPH Law, 2014; PP 39/2021). Third, **the principle of good faith** in contract law requires honest, fair, and considerate behavior of other parties—in digital transactions, this principle is embodied as a minimum *due diligence* that must be internalized in the design and policy of the platform (Hernoko, 2019).

A comparative study of the regulatory architecture reveals *a compliance gap*. **PP 80/2019** and **Permendag 31/2023** do require correct and non-misleading information in PMSE, but have

not codified **the technical standards for verifying halal claims** at the time of *pre-listing* in the marketplace—for example, the obligation to fill in the certificate number, issuing authority, validity period, and *scope* certificates that can be validated cross-system (Ministry of Trade, 2023). The normative implication is that enforcement tends to be *ex post* (reporting, *notice-and-takedown*) rather than *ex ante* (prevention), while information asymmetry primarily affects consumers (Azizah, 2020).

From the perspective of information asymmetry theory, the absence of *ex ante* verification degrades the quality of market signals: opportunistic sellers are incentivized to overclaim. In contrast, compliant sellers lose out in the short term. This is the dynamics of the *market for lemons* (Akerlof, 1970): without a signal reliability mechanism (verified certificate), the market tends to decline in quality because consumers are unable to distinguish *genuine* goods from *spurious*. In the context of halal, signal damage is not only an *economic welfare loss*, but also touches the **religious certainty** of Muslim consumers, so the standard of prudence must be raised.

Analysis of practice shows that **unilateral claims** of "halal" without certificate numbers or official database references are still prevalent on major platforms; this is consistent with academic findings on the weak curation of halal information on online channels (Zubaidah, 2019; Rusydiana, Ruhana, & As-Salafiyah, 2023). The source of the problem is structural: first, **the integration of the system** between the marketplace and the BPJPH database (SIHALAL) has not yet become a normative obligation; second, **verification fees** are charged to consumers (looking for certificate numbers, checking legitimacy), not to business actors who control the infrastructure; third, **sanctions** for platforms that allow *over-claims* are still not specific, to *deterrence* weak (Latifah & Rasyid, 2023).

The reasoning of **legal responsibility** then boils down to two constructions. First, **strict liability** based on *defect of information*: when a platform airs halal claims without reasonable verification, consumer losses due to misinformation can be recovered without the need to prove the platform's subjective error—it is enough to prove that there is a *defect* in the information that the platform helps to disseminate (Ramadhan, 2022). Second, **vicarious liability** based on control and profit: the higher the level of platform intervention (catalog curation, *bundling*, *boosted listing*, *in-app* promos), the stronger *the vicarious justification* for the actions of selling partners who

mislead information. These two theories are compatible with **the principle of consumer protection** and can be applied in layers, depending on the service's risk profile.

A common criticism from platforms is the **cost burden** and **risk of over-blocking** for MSMEs. Here, the economic-legal analysis offers **risk-based solutions**. Mandatory verification can be designed **in stages**: (i) *low risk*: non-sensitive products without halal claims—sufficient *attestation* of the seller; (ii) *medium risk*: sensitive products but labeled "*halal-friendly*" without certification claims—strict *disclaimer* required ; (iii) *high risk*: products with **halal claims**—mandatory **pre-listing verification** in the form of certificate number, issuing authority, validity period, and scope of materials, which **are automatically validated** to the BPJPH database before airing. This multi-level design minimizes the burden on MSMEs that do not claim halal, and targets compliance costs on claims that do create **consumer trust dependency** (Latifah & Rasyid, 2023; Hernoko, 2019).

Comparative reading strengthens the *due diligence argument*. **Malaysia** requires a JAKIM halal certificate number for halal claims in the marketplace. **Since 2022**, Shopee Malaysia has implemented a *mandatory halal certificate policy* so that halal-labeled products without a certificate number cannot be aired (Shopee Malaysia, 2022). **The United Arab Emirates** integrates automated verification through ESMA before halal-labeled products enter the online catalog (Niza, 2023). The **European Union**, through **the Digital Services Act**, imposes risk mitigation and removal obligations on major platforms—a common framework that can easily be downgraded to a halal claims regime (European Commission, 2022). The general pattern in these jurisdictions is clear: *safe harbor* remains, but **is conditional on auditable** due diligence.

In Indonesian practice, *safe harbor* should be interpreted **conditionally**: the protection of civil liability for platforms only applies if the platform has met the minimum *due diligence standards*, namely (i) **certificate validation** for each halal claim, (ii) **transparent labeling** (displaying the certificate number, validity period, and issuing authority on the product page), (iii) **mechanism trusted flagger** with a fast delisting SLA for reports from BPJPH/LPH, and (iv) **periodic audits** and *mystery shopping* based on samples of risky products. Failure to meet these standards negates *the safe harbor* and activates the **responsibility of the second tier** of platforms (UUPK, 1999; PP 80/2019; Ministerial Decree 31/2023).

From a **compliance architecture** perspective, the most proportional model is "**layered accountability**". The first layer: **the seller/producer** bears primary responsibility for the correctness of halal claims; the second layer: **the marketplace** bears *the responsibility of gatekeeping* through *ex ante verification and ex post enforcement*; the third layer: **BPJPH/LPH** bears the authoritative responsibility for the issuance/withdrawal of certificates and provides **public APIs** reliable for validation. The fourth layer: **the trade authority** prepares measurable **administrative sanctions** for platforms that refuse integration or neglect to remove false claims (JPH Law, 2014; PP 39/2021; Ministerial Decree 31/2023).

In the framework of **good faith**, the marketplace's responsibility is justified not because it is "closest" to the seller, but because it is "most capable" of minimizing risk—that is, an actor with **technical capabilities** and **design control** over the listing, *ranking*, and *recommendation* process. Here, *good faith* takes the form of *compliance-by-design*: mandatory certificate filling form, automatic blocking for expired numbers, *educational tooltips*, and *hard stops* on the "publish product" button when the certificate reference is invalid (Hernoko, 2019). This principle is in line with the goals of the UUPK and minimizes the social costs of label fraud (Akerlof, 1970).

The issue of **proof** is also crucial. For the effectiveness of protection, the burden of proof should not be placed entirely on consumers. Juridical engineering that can be considered is a mechanism **for reversing the burden of proof, limited**: when consumers show a mismatch between the halal claim on the product page and the certificate status in the official database, then **the marketplace** (together with the seller) is obliged to prove that the claim has gone through reasonable verification. This mechanism is consistent with the character of *the defect of information* and encourages *ex ante care* by platforms (Sofian, 2021; Marzuki, 2019).

Another criticism targets potential **obstacles to MSMEs**. The answer is not to relax verification, but **to improve transition support**: *an onboarding wizard* that directs sellers to SIHALAL registration, a **certification fee subsidy** for micro-sellers, turn-key "halal marking" packages (packaging templates + guides), and a **gradual** grace period with *milestones* Compliance. When compliance costs are channeled as signal quality investments, the ecosystem becomes healthier, and competition is compliance-based—not *over-claim* (BPJPH, 2023; Ministry of Cooperatives and SMEs, 2023).

In terms of **enforcement**, the spectrum of sanctions needs to be **tiered and predictable**. For sellers: reprimands → delisting → *account suspension* → *platform bans* on repeat violations. For platforms: written warnings → proportionate administrative fines to the GMV of the halal segment → feature restrictions → publication of non-compliance lists (*naming and shaming*). Criminal sanctions are only as **an ultimum remedium** when there is an element of systematic fraud. A design like this increases *deterrence* without causing unnecessary *chilling effects* (Permendag 31/2023; UUPK, 1999).

International comparisons show the implementation corridor. **Shopee Malaysia** has succeeded in reducing *false claims* by forcing certificate verification before airing. The UAE/ESMA demonstrates the efficiency of the automated validation model. **The EU DSA** shows that platform *due diligence* can be forced through risk governance obligations (Shopee Malaysia, 2022; Niza, 2023; European Commission, 2022). All three imply that Indonesia does not need to start from scratch—it is enough to localize **policies** that are compatible with the JPH Law, the UPK, and the PMSE regime.

Systemically, the stable implementation of **SIHALAL's public API** is a prerequisite. Marketplaces need to be required to link validation *endpoints* with adequate *rate limits*, standard *error handling* (e.g., *fallback to manual review*), and *logging* for audit purposes. On top of that, regulators can apply **performance indicators**: the level of *pre-listing verification*, the *mean time to delist* the BPJPH/LPH report, and the seller *recidivism* rate. This indicator turns compliance into **measurable targets** that can be monitored by the public (BPJPH, 2023; Ministry of Trade, 2023). From the **perspective of contractual design**, the platform's *Terms of Service* (ToS) need to include a guarantee clause **for the correctness of halal claims** by the seller, the platform's **right of regression** against the seller for fines/sanctions due to false claims, and the seller's **cooperative obligation** in the audit process. This clause clarifies the allocation of risk and prevents *the moral hazard* of sellers who take advantage of the platform's reputation without accountability (Hernoko, 2019; Marzuki, 2019).

Finally, these findings confirm that strengthening halal consumer protection in marketplaces **is not** just about adding prohibition articles, but **engineering incentives**: shifting verification costs from consumers to the most capable and benefiting actors—i.e., platforms and sellers—and building *compliance-by-design* that makes compliant behavior **the default**. By

combining *multi-level* due diligence, conditional *safe harbor*, SIHALAL integration, and predictable sanctions, Indonesia's marketplace ecosystem can move from *reactive enforcement* to **system-based prevention** (Akerlof, 1970; European Commission, 2022; Latifah & Rasyid, 2023).

## CONCLUSIONS

The results of the study show that the marketplace in the construction of Indonesian law cannot be positioned simply as a passive facilitator of transactions, but as a business actor that bears legal responsibility for the information that is aired, including halal claims. The placement of marketplaces as business actors in accordance with the definition in the UUPK makes them obliged to ensure that the product information circulating is accurate, clear, and honest. In the context of halal, this obligation means that the marketplace must play an active role in ensuring verifiable official certificate-based halal claims.

Normatively, Indonesia's legal framework through the UUPK and the JPH Law has provided the foundation for consumer protection. However, technical rules that specifically regulate marketplaces' obligations to verify halal claims are still not available. This legal vacuum has the potential to weaken Muslim consumer protections and create a gray space that opportunistic business actors exploit to make false or unverifiable halal claims. This indicates a compliance gap that necessitates regulatory updates to be more responsive.

The theoretical analysis reinforces the position that marketplace liability can be built through the principles of *strict liability* and *vicarious liability*. Marketplaces derive direct economic benefits from facilitated transactions and master the digital infrastructure that determines product visibility. Therefore, logically and juridically, the marketplace is the party that is most able to prevent consumer losses due to misleading halal claims. The principle of good faith in the contract emphasizes the marketplace's obligation to carry out *compliance-by-design* in product information governance.

Comparison with international practice reveals that a regulatory model requiring verification of halal claims by marketplaces is not only feasible but has also proven effective. Malaysia and the United Arab Emirates are real examples of how the integration of halal certification systems with digital platforms can reduce false halal claims significantly. The European Union even further regulates platform responsibilities through *the Digital Services Act*,

which shows a global trend towards increasing platform accountability. Indonesia can take advantage of this precedent to localize policies in accordance with the national legal structure.

Based on the results of the study, several strategic steps are recommended. First, the government needs to immediately formulate a technical regulation that requires marketplaces to conduct *ex ante verification* of every halal claim through integration with the BPJPH SIHALAL system. Second, marketplaces need to build a transparent labeling mechanism that lists certificate numbers, validity periods, and issuing authorities. Third, a mechanism for reversing the burden of proof is needed, so that when there is a halal claim in question, the marketplace is required to show that the verification has been carried out according to the standard. Fourth, the design of sanctions must be multi-layered, ranging from administrative reprimands to fines proportional to the value of transactions, to create a deterrent effect without hindering innovation.

With these recommendations, this study emphasizes the importance of shifting the paradigm of halal consumer protection from just a formal ban to a proactive, prescriptive, and risk-based system-based governance. Marketplaces not only serve as a liaison between sellers and buyers, but also as a strategic actor in maintaining the trust of Muslim consumers in the digital era. If these regulatory and technical measures are implemented consistently, Indonesia will not only strengthen consumer protection, but also strengthen its position as a trusted global halal industry hub.

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