

ABSTRAK

Penelitian ini dilatarbelakangi oleh praktik jual beli ban mobil bekas yang berpotensi mengandung cacat tersembunyi sehingga dapat merugikan konsumen. Ban bekas masih banyak diminati masyarakat karena harganya yang lebih terjangkau dibandingkan ban baru. Namun, dalam praktiknya sering ditemukan kondisi ban yang memiliki kerusakan tertentu yang tidak diketahui konsumen pada saat transaksi berlangsung. Kondisi tersebut berpotensi melanggar hak konsumen atas informasi yang benar, jelas, dan jujur sebagaimana diatur dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK), serta bertentangan dengan prinsip kejujuran dan keterbukaan dalam Fikih muamalah. Penelitian ini bertujuan untuk menganalisis praktik jual beli ban mobil bekas di Toko Guna Jaya Ban Surabaya dan meninjau praktik tersebut berdasarkan perspektif Fikih muamalah dan UUPK.

Penelitian ini menggunakan metode penelitian hukum empiris dengan pendekatan kualitatif. Data primer diperoleh melalui wawancara dan observasi terhadap pemilik toko, karyawan, dan konsumen, sedangkan data sekunder diperoleh dari peraturan perundang-undangan, buku, jurnal, dan literatur yang relevan. Teknik pengumpulan data dilakukan melalui wawancara, observasi, dan dokumentasi, kemudian dianalisis secara deskriptif kualitatif.

*Hasil penelitian menunjukkan bahwa praktik jual beli ban mobil bekas di Toko Guna Jaya Ban Surabaya dilakukan melalui proses seleksi dan pemeriksaan fisik ban sebelum dijual kepada konsumen. Namun, informasi yang diberikan masih berfokus pada kondisi fisik yang tampak sehingga kemungkinan adanya cacat tersembunyi belum sepenuhnya diketahui oleh konsumen. Dalam perspektif fikih muamalah praktik tersebut berpotensi mengandung unsur **gharar** dan **tadlis** apabila kondisi sebenarnya tidak dijelaskan secara lengkap kepada pembeli. Sementara itu, berdasarkan UUPK, pemenuhan hak konsumen atas informasi yang jelas dan jujur belum terlaksana secara optimal. Meskipun demikian, pelaku usaha memberikan tanggung jawab berupa penggantian ban atau pengembalian uang apabila ditemukan cacat tertentu setelah transaksi. Oleh karena itu, diperlukan peningkatan transparansi informasi guna mewujudkan perlindungan konsumen dan transaksi yang sesuai dengan prinsip hukum Islam serta ketentuan peraturan perundang-undangan.*

Kata Kunci: Jual Beli, Fikih muamalah, Perlindungan Konsumen, Cacat Tersembunyi.

ABSTRACT

This research is motivated by the practice of buying and selling used car tires that potentially contain hidden defects, which may cause losses to consumers. Used tires remain popular among the public because they are more affordable than new tires. However, in practice, used tires are often found to have certain defects that are not known by consumers at the time of the transaction. This condition has the potential to violate consumers' rights to accurate, clear, and honest information as stipulated in Law Number 8 of 1999 concerning Consumer Protection, and it is also contrary to the principles of honesty and transparency in Islamic Commercial Law (Fikih muamalah). This study aims to analyze the practice of buying and selling used car tires at Guna Jaya Ban Store in Surabaya and to examine the practice from the perspectives of Fikih muamalah and Consumer Protection Law.

This study employs an empirical legal research method with a qualitative approach. Primary data were obtained through interviews and observations involving the store owner, employees, and consumers, while secondary data were collected from laws and regulations, books, journals, and other relevant literature. Data collection techniques included interviews, observations, and documentation, which were then analyzed using a descriptive qualitative method.

The results of the study indicate that the practice of buying and selling used car tires at Guna Jaya Ban Store Surabaya involves a selection and physical inspection process before the tires are sold to consumers. However, the information provided mainly focuses on visible physical conditions, so the possibility of hidden defects is not fully disclosed to consumers. From the perspective of Fikih muamalah, such practices may contain elements of gharar (uncertainty) and tadlis (fraudulent concealment) if the actual condition of the product is not fully explained to the buyer. Meanwhile, under Consumer Protection Law, the fulfillment of consumers' rights to clear and honest information has not been optimally implemented. Nevertheless, the seller assumes responsibility by providing tire replacements or refunds when certain defects are discovered after the transaction. Therefore, greater transparency is required to ensure consumer protection and to establish transactions that comply with Islamic legal principles and applicable laws and regulations.

Keywords: *Sale and Purchase, Fikih muamalah, Consumer Protection, Hidden Defects.*