

# Implementation of Consumer Warranty Rights by Mobile Phone Service Business Actors Maslahah Mursalah Perspective and Law No. 8 of 1999 concerning Consumer Protection (Case Study in Gunung Tua, North Padang Lawas Regency)

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## **Keywords:**

Consumer Protection, Service Warranty, Maslahah Mursalah

## **Abstract**

*This study aims to analyze the implementation of consumer warranty rights in mobile phone service services and assess its conformity with applicable legal provisions and review the practice from the perspective of maslahah mursalah. The problems studied focus on the gap between legal norms and practices in the field related to the provision of guarantees by business actors. The method used is empirical legal research with a qualitative approach through interviews and literature studies. The results of the study show that the implementation of the warranty has not been running optimally. Some business actors have provided guarantees both in writing and verbally. However, there are still business actors who have not provided any warranty. This condition causes consumer rights to not be fulfilled and causes legal uncertainty. Based on Law Number 8 of 1999 concerning Consumer Protection, this practice has not fulfilled the obligations of business actors. From the perspective of maslahah mursalah, this condition does not reflect the principle of benefit because it has not been able to provide protection and prevent losses for consumers. This study concludes that the implementation of the warranty has not reflected legal certainty, justice, and optimal utility. Therefore, a mandatory policy is needed for business actors to provide guarantees to consumers as a form of responsibility for the services provided and to realize more effective consumer protection.*

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## **INTRODUCTION**

The increasing use of mobile phones in various activities encourages the high need for service services as a solution to device damage. In the midst of these conditions, problems arise related to consumer protection, especially in the implementation of warranty rights for services provided by business actors. Not all business actors apply the provision of a warranty as a form of

responsibility for the services provided, so consumer rights have the potential to not be fulfilled optimally. This situation shows that there is a gap between the applicable legal provisions and the practices that occur in the community. (Yusuf & Fibrianti., 2023) The gap between consumers and business actors is often the main obstacle, where consumer consumers are often in a more vulnerable position. (Berkah et al., 1999). In this digital age, the development of information and communication technology has increased the diversity and quality of goods and services, but this situation also creates opportunities for harm that disappoints consumers (Berkah et al., 1999)

Based on Law Number 8 of 1999 concerning Consumer Protection, consumer rights have been regulated, including the right to obtain clear, true, and honest information as well as the right to guarantee the goods and/or services used. However, in practice, the implementation of these rights has not been running optimally. In Gunung Tua, North Padang Lawas Regency, mobile phone *service* business actors show variations in providing guarantees. Some business actors have provided guarantees, both in writing and orally, while some business actors still do not provide guarantees. The written warranty provided by some business actors is in the form of a simple memorandum that includes a period of time without explanation of the responsibility and claim mechanism, while the oral warranty is only submitted directly without written evidence. In fact, there are business actors who have not provided a warranty at all, so there is no guarantee for the services provided. So that in this condition, consumers as a relatively weak party in legal relations with business actors because they often experience administrative and technical obstacles in submitting warranty claims (Berkah et al., 1999). From the perspective of *maslahah mursalah*, every practice of muamalah should provide benefits and avoid losses. The practice of providing guarantees that are unclear, incomplete, or even not given shows that these principles have not been fulfilled because they have not been able to provide legal protection and certainty for consumers (Auliyah, 2022).

Previous research has discussed consumer protection, especially related to warranty and business actors' responsibilities Berkah et al. (1999) examined legal protection against misleading mobile phone warranty information, which shows that unclear warranty information can harm consumers and cause legal uncertainty in practice. Ambodo & Supriyono (2024) highlight the responsibility of business actors who do not provide guarantees to consumers, which has an impact on the weak position of consumers in demanding their rights. Meanwhile, Triyono et al. (2024) emphasized that the provision of a guarantee is a form of legal protection that must be provided by business actors as a guarantee for the quality of the goods or services offered. However, these studies are generally still normative and have not specifically examined the practice of

implementing guarantees in mobile *phone service* services and have not integrated the perspective of *masalah mursalah*.

Therefore, this research is different from previous research because it uses an empirical juridical research method that directly examines practices in society and compares them with applicable legal provisions (*das sollen*) and reality in the field (*das sein*). Based on the description of these problems, this study aims to analyze the implementation of consumer warranty rights by mobile phone service business actors in Gunung Tua, North Padang Lawas Regency based on Law Number 8 of 1999 concerning Consumer Protection and review it from the perspective of *masalah mursalah*.

## **METHODS**

This research uses an empirical legal research method with a qualitative approach. An empirical juridical approach is applied to understand how the law is implemented and functions in people's lives. Especially related to the implementation of consumer warranty rights in mobile phone services. In addition, this research also uses a conceptual approach, namely by examining problems based on the concept of *maslaha mursalah* and using a statutory approach (*Statute Approach*). This research is included in the type of field research, for primary data obtained directly from the field based on respondents and sources. Data collection in the field is carried out through interviews with mobile phone service business actors and consumers to obtain information related to the implementation of the warranty, and supported by documentation related to warranty provisioning practices, such as service memorandum and other supporting evidence. Meanwhile, secondary data is obtained through literature studies by studying and collecting legal materials related to the research object, both in the form of laws and regulations, books, journals, and other relevant literature. The data analysis technique used is qualitative analysis, which is by processing, grouping, and interpreting the data that has been obtained to produce conclusions that are in accordance with the purpose of the research so that it can fully describe the implementation of consumer warranty rights in mobile phone services.

## **RESULTS AND DISCUSSION**

### **A. Implementation of Consumer Warranty Rights by Mobile Phone Service Operators**

Warranty as a guarantee from business actors for the quality of goods and/or services within a certain period of time, as well as a form of responsibility in the event of damage or non-conformity with the results provided. With a warranty, consumers get certainty that the services received remain under the responsibility of business actors for a specified time (A. Lubis & Hidayat, 2025). In general, the warranty reflects the commitment of the business actor to maintain the quality of service for a certain period. If damage occurs within this period, business actors are

obliged to make repairs or bear the costs incurred. This provision can be conveyed in writing or orally, in accordance with the policy of each business actor (N. R. Lubis & Zahara, 2024). Clarity of information in the delivery of the warranty is important so as not to cause differences of understanding.

In addition to providing legal certainty, guarantees also play a role in building trust between business actors and consumers. The existence of a guarantee encourages business actors to maintain service quality while providing a sense of security for consumers. A warranty can also reduce the potential for disputes because there is an understanding of liability in the event of a problem. Technological developments and the increasing need for mobile phone services put consumers in a position that tends to be weaker. This protection does not aim to limit business, but rather to encourage the creation of fair and quality business practices (Auliyah, 2022).

According to Asri, the theory of legal protection put forward by Salmond explains that the law serves to balance various interests in society. When there are conflicting interests, the protection of one interest can be done by limiting other interests to create a balance. Meanwhile, according to Satjipto Rahardjo, legal protection is an effort to maintain and protect human rights so that they are not disturbed by the actions of other parties. This protection is given to the community so that they can enjoy the rights guaranteed by law in a proper and fair manner. If associated with the discussion of this research, the concept shows that legal protection in the practice of mobile phone service services should be able to provide a balance between the interests of business actors and consumer rights, so that guaranteed warranty rights can be truly felt by consumers (Zaprullah & Fuad, 2024)

According to the results of interviews with 5 (five) business actors, it was found that the provision of guarantees for mobile phone service services is generally still carried out simply and does not have clear standards. One of the business actors provides a warranty in writing in the form of a memorandum or service receipt that only includes the name of the consumer and the warranty period and here the business actor also states that not all warranty periods are the same on all mobile phone repairs. So that the period of time is adjusted to what components are being repaired. (Interview with owner Ashila Phone, 2026). The same is true for business actors who provide written guarantees through memorandum or service receipts with limited content (Interview with the owner of Papa Computer, 2026). However, it can be seen that the warranty provided does not contain a detailed explanation of the scope of responsibility and the mechanism of warranty claims. These findings are similar to those seen in other business actors who include the warranty in the service memorandum in general without adequate details. So that information

about the term and terms of the warranty is more conveyed verbally. (Interview with the owner of Radja Cell, 2026).

The implementation of the warranty also often depends on the judgment of the business actor in determining whether the damage is still included in his or her liability. If it is considered a new damage, the consumer will still be charged an additional fee. This shows that there is no clear standard in the implementation of the warranty (Interview with the owner of Amwal Mobile, 2026). In addition, it was also found that business actors did not provide guarantees to consumers at all for the services provided. In practice, business actors do not convey any guarantees, either orally or in writing, after the repair process is completed. This shows that the responsibility of business actors is considered to end when the mobile phone has been handed back to the consumer (Interview with the owner of Regar Lubis Mobile, 2026). This condition is allegedly influenced by several factors, including because the business is still relatively new, which is still about five months running, and because there are no questions from consumers regarding the warranty. He also said that the type of damage handled so far is still relatively light, so business actors have not viewed the provision of a warranty as a necessity in their business practices. And lastly, business actors who only provide guarantees under certain conditions and do not cover all types of repairs. The warranty may void if the damage is deemed to be caused by consumer negligence. These provisions are generally not explained in detail from the beginning (Interview with the owner of Adji Cellular, 2026).

Meanwhile, the results of interviews with 5 (five) consumers show that most of them are not aware of the existence of warranty rights for mobile phone service services. This is because consumers do not get a clear explanation after the repair process is completed. As a result, when re-damage occurs, consumers tend not to file a warranty claim because they do not know these rights from the beginning (Interview with Mrs. Restu, 2026). The same condition is also experienced by other consumers who have to incur additional costs because they do not know the existence of warranty rights (Interview with Kak Niswah, 2026). In fact, there are consumers who think that all the responsibility after the mobile phone is taken is completely on them, so there is no effort to file a claim with business actors (Interview with Bg Udin, 2026). Furthermore, there are consumers who experience cases where consumers cannot claim the warranty and have to pay additional fees. In fact, the damage to the cellphone button occurred in a very short time, which was about five days after pickup, so consumers wanted to claim the warranty. And repairs are only minor repairs, not replacement of new components. However, business actors still ask for repayment.

This shows that the warranty rules provided do not have clear standards, thus causing a difference in understanding between business actors and consumers. As a result, consumers still have to pay again even though the time is still within the period considered a warranty. This condition also shows that there is an imbalance of information between business actors and consumers. Consumers do not get sufficient explanation from the beginning regarding the existence of warranty rights and their scope. This makes the position of consumers weaker in the practice of mobile phone service services. (Interview with Kak Siti, 2026). In addition, there are consumers who only know of the existence of warranty rights after an interview, which shows that information about the warranty has not been clearly conveyed (Interview with Bg Riko, 2026). Overall, this condition shows that protection through the warranty mechanism has not been running optimally, because there is still a considerable information gap between business actors and consumers. In addition to the difference in the form of warranty, the implementation of warranty rights is also highly dependent on the policy and good faith of each business actor. In some cases, when there is a re-damage to the mobile phone after repairs are made, consumers have difficulty in making warranty claims. This is due to the absence of clear standards and a lack of evidence that can be used as a basis by consumers to claim their rights. In fact, in certain practices, business actors tend to unilaterally determine whether the damage that occurs is still included in the warranty liability or not (Auliyah, 2022).

Business actors in general have also not provided adequate explanations related to the terms of the warranty, such as the procedure for claims, the validity period of the warranty, and the type of damage covered. As a result, consumers do not have a sufficient understanding of their rights and obligations in the service transaction. This condition is further exacerbated by the low level of legal awareness by business actors and consumers, so that they tend to accept the situation without making efforts to claim their rights. Therefore, improvement efforts are needed both in terms of business actors and increasing consumer legal awareness so that warranty rights can be implemented effectively and provide maximum protection (Auliyah, 2022).

## **B. Analysis of Law Number 8 of 1999 concerning Consumer Protection on the Implementation of Consumer Warranty Rights**

Consumer protection has a wide scope, including consumer protection of goods and services, which starts from the stage of activities to obtain goods and services to the consequences of the use of these goods and services. The main key to legal protection for consumers is that consumers and business actors need each other. The rights and obligations arising from this legal relationship must be protected by law, so that the community feels safe. (Anggraini et al., 2020). Law Number 8 of 1999 concerning Consumer Protection stipulates prohibitions for

business actors that lead to consumer losses (Rido et al., 2021). Article 4 of the Consumer Protection Law emphasizes that consumers have the right to obtain comfort, security, and safety in using goods and/or services, as well as the right to obtain true, clear, and honest information about the conditions and guarantees of the goods and/or services. Information about the warranty is very important because it is directly related to consumer protection after the repair process is carried out. Meanwhile, article 26 emphasizes that service business actors are obliged to meet the agreed guarantee. This shows that a warranty is not just an additional service, but an obligation that must be fulfilled as a form of responsibility for the services provided (Gustian et al., 2023)

However, the regulation has not fully answered the question of how the form of warranty should be given by consumer business actors. The absence of such arrangements causes the implementation of guarantees in the field to depend on the policies of each business actor, so that it has the potential to cause inconsistency in practice. In such conditions, consumers are in a more vulnerable position because the warranty that is only given verbally is difficult to prove in the event of a dispute in the future. According to the researcher, this condition shows that there are weaknesses in the legal arrangements related to the mechanism for providing guarantees, especially regarding the form of providing guarantees to consumers. Therefore, the existence of provisions that regulate the provision of written guarantees is important to strengthen legal certainty, increase transparency, and provide more effective protection of consumer rights.

The civil law system in Indonesia places the Civil Code as *a lex generalis*, while Law Number 8 of 1999 concerning Consumer Protection as a *lex specialis*. Therefore, the relationship between business actors and consumers should prioritize the provisions of the UUPK without overriding the general principles in the Civil Code. The practice of mobile phone service shows that the relationship is a valid agreement, both verbally and in writing. Memorandum of service or receipt without a notary deed includes a deed under hand as stipulated in Article 1867 jo Article 1874 of the Civil Code, which can be used as evidence in the event of a dispute. However, the function of a service memorandum as evidence is not optimal because it generally only contains limited information, such as costs and time periods, without a detailed explanation of the rights and obligations of the parties, especially related to warranty. This condition shows the weak legal protection for consumers, because the unclear content of the agreement can make it difficult to prove rights (Halimahtusadiah, 2024)

Business actors are not only obliged to fulfill the promised warranty, but also must explain clearly and transparently about the timeframe, damage coverage, and claim mechanism (Miru, 2017). Ambiguity or even the absence of a warranty indicates the non-fulfillment of obligations as stipulated in the UUPK, which results in legal uncertainty and potential losses for consumers

(Triyono et al., 2024). Consumer losses due to the absence of a warranty are closely related to the principle of responsibility in consumer protection law, according to Article 19 paragraph (1) which emphasizes that business actors are obliged to provide compensation for consumer losses. Consumer losses due to the absence of a warranty are closely related to the principle of responsibility in consumer protection law, which will be more effective if the principle of *strict liability* is applied. This principle emphasizes that business actors remain responsible for consumer losses without the need to prove elements of fault, making it easier for consumers to claim their rights. This principle can be the basis for business actors to provide clear guarantees and be responsible for the results of repairs (Anggraini et al., 2020)

The application of absolute liability in consumer protection law is based on several important reasons. First, this principle is a relatively new legal instrument that aims to strengthen the position of consumers in claiming compensation (Rido et al., 2021). However, in reality, consumers still often experience obstacles due to the absence of written evidence and lack of clarity in warranty terms. Second, absolute responsibility is a consequence of modern economic developments, especially in the fields of industry and trade, which often create a gap between consumer protection standards and societal needs. This can also be seen in the practice of mobile phone service services, where there is no uniform standard in providing guarantees, so that the protection received by consumers becomes uneven. Third, the application of this principle also poses challenges for business actors, especially in dealing with the risk of lawsuits from consumers (Rido et al., 2021).

In fact, business actors tend to limit their responsibilities, for example by providing verbal guarantees or unilaterally setting certain conditions. This condition actually has the potential to harm consumers due to the lack of legal certainty. Fourth, Indonesia itself shows that there is a gap between the legal norms that have been regulated in laws and regulations and their implementation in the field. Although the Consumer Protection Law has clearly regulated the responsibilities of business actors, in practice the implementation of these responsibilities has not fully run in accordance with applicable regulations. This view is in line with the opinion (Miru, 2017) which states that the responsibility of business actors in consumer protection law is not only limited to errors, but also includes responsibility for risks arising from the products or services provided. This means that business actors are obliged to ensure the safety and quality of services provided to consumers, including in terms of after-repair services (warranty). Furthermore, Shidarta emphasized that the principle of responsibility in consumer protection law basically aims to create a balance between the positions of business actors and consumers which are factually unbalanced.

So a stricter principle of responsibility for business actors is needed. Meanwhile, Celina Tri Sivi Kristiyanti (2008) in (Triyono et al., 2024) argues that the application of absolute responsibility is a progressive form of legal protection, because it makes it easier for consumers to claim their rights without having to go through a complicated proving process. This is very relevant considering that consumers often do not have the technical knowledge to prove business actors wrong.

The findings of this study show that there is a gap between the applicable legal provisions and the practice of implementing guarantees in the field, so that the principle of *strict liability* should be an important foundation in the implementation of the warranty of mobile phone service services. The application of this principle is expected to strengthen consumer protection, provide legal certainty, and create a balance in the relationship between business actors and consumers. However, without the awareness and compliance of business actors, these principles have not been optimally implemented in practice in the field. In addition to the business actor factor, the low level of consumer legal awareness is also the cause of the weak implementation of the warranty given (Gustian et al., 2023). Consumers tend not to understand their rights as stipulated in the law, so they do not take legal action when they suffer losses. This condition shows that consumer protection does not only depend on regulations, but also on the understanding and awareness of the public as service users. Thus, it is concluded that the implementation of the warranty on mobile phone service services in Gunung Tua has not been carried out optimally and has not fully reflected the principles of consumer protection as stipulated in Law Number 8 of 1999 concerning Consumer Protection.

This condition shows that there is still a gap between the applicable legal provisions and practices in the field, which is characterized by the provision of non-uniform guarantees, low legal awareness of business actors and consumers, and the need to strengthen the application of the principle of *strict liability* as a basis for the implementation of the warranty to ensure legal protection and certainty for consumers (Rido et al., 2021). Therefore, a stronger commitment from business actors is needed to carry out their responsibilities transparently and consistently, as well as increased legal understanding for consumers to be able to understand and fight for their rights. With the creation of legal awareness from both parties, it is hoped that the implementation of the warranty can run more effectively, provide legal certainty, and realize a balanced, fair, and sustainable consumer protection-oriented relationship. consumer protection as regulated in Law Number 8 of 1999. Therefore, there is a need to increase legal understanding, both from business actors and consumers, so that the relationship between the two can run more balanced and fair (Rido et al., 2021).

### C. *Maslahah Mursalah's Analysis of the Implementation of Consumer Warranty Rights*

The term *Maslahah* is a form of *mufrad* from the word *al-mashalih* which means that there are benefits both in origin and process, producing benefits, or maintenance, staying away from *madharatan*. *Maslahah mursalah* can be used in accordance with the principle of "*changes in the law according to changes in time, place and circumstances*"; *Maslahah* is an indication that *sharia* is rational and can meet human needs outside of the provisions of *nash* (Anggitafani, 2021). According to al-Khawarizmi quoted by Wahbah Zuhaili, what is meant by *maslahah* is to maintain the purpose of Islamic law by rejecting disasters and damage to things that are detrimental to creatures (humans) (Zuhaili, 1984). *Maslahah Mursalah* according to Wahbah az-Zuhaili has similarities with the views of previous scholars, such as Imam al-Ghazali, Imam Malik, al-Syatibi, and al-Thufi. However, when examined more deeply in terms of definition, Wahbah az-Zuhaili tends to be in line with the concept of *maslahah mursalah* put forward by Imam al-Ghazali. This can be seen in the book *Ushul al-Fiqh al-Islami*, which explains that *maslahah* is an effort to realize benefits and prevent harm. The meaning of *maslahah* in question is to maintain the goals of *sharia* (*al-muhafazhah 'ala maqashid al-syar'*) which includes five main elements, namely maintaining religion (*hifz al-din*), soul (*hifz al-nafs*), intellect (*hifz al-'aql*), property (*hifz al-mal*), and heredity (*hifz al-nasl*) (Auliyah, 2022). Therefore, everything that supports the preservation of these five elements can be categorized as *maslahah*. On the other hand, everything that has the potential to damage or eliminate these five elements is called *mafsadah*, while efforts to eliminate *mafsadah* are part of *maslahah*.

Wahbah az-Zuhaili places *maslahah mursalah* as a method of legal *istinbath* that stands alone or is independent. This view can be seen from the way he grouped *the maslahah mursalah* into separate discussions and elaborated it comprehensively in his book. The scope of its application is the same as the opinion of previous scholars, which is limited to the field of *muamalah* and not applied to the field of worship. Wahbah az-Zuhaili also stipulates several conditions in the use of *maslahah mursalah*. First, the benefits that are used as a basis must be real (*haqiqiyah*) and not just conjectures (*wahmiyyah*), so that they can really realize benefits and prevent harm. Second, the benefit must not be contrary to the provisions of the law or the principles that have been established based on *nash* and *ijma'*. Third, the benefits to be realized must be general, namely providing benefits to the community at large, not only for the benefit of certain individuals or groups (Qolbi, 2022)

Regarding the implementation of warranty rights for mobile phone service services which include repair of damages, replacement of components, and after-sales services is a contemporary phenomenon that has not been explicitly regulated by the Qur'an and Hadith. So this problem requires *legal istinbath*, because it is part of the realm of socio-economic *muamalah* that develops

following technological dynamics (Mazidah et al., 2026). *Maslahab* in Islamic sharia is any benefit that is not based on a special *nash* that shows whether *or not the benefit is mu'tabar* (acknowledged). (Suyaman, 2024). The application of *maslahab mursalah* in a contemporary context shows that this principle remains relevant and can be used to address modern challenges while still adhering to the basic values of Islam. According to Wahbah al-Zuhaili, there are several important limitations on its application: (Hasanah et al., 2025)

1. It should not contradict the maqashid of sharia.
2. It Requires precision in analysis.
3. It requires consensus of Islamic legal experts.

The provision of a warranty on a service that is primarily a *benefit* is the certainty of consumer rights, while the harm that may arise includes material losses for consumers due to the absence of warranty rights provided by business actors, as well as unclear warranty information (Khasanah & Azizah, 2023). The obligation to provide compensation in Islamic law aims to protect and maintain property from all destruction and destruction and to provide a sense of security to its owners from harmful things (Siregar & Permata, 2023). If the implementation of the warranty on mobile phone service services is not carried out clearly and responsibly, this condition has the potential to cause losses for consumers, reduce legal certainty, and is contrary to the purpose of sharia in realizing benefits and preventing harm. So that the implementation of *Maslahab Mursalah* is important as a foundation in creating a warranty system that provides legal protection for consumers. The implementation of the warranty in accordance with the principles of Islamic sharia must be based on providing clear information about the terms of the warranty, as well as avoiding any form of practice that can cause losses to one of the parties.

When associated with the practice that occurs in the field, the implementation of the warranty on mobile phone service services in Gunung Tua shows that the principle of *Maslahab Mursalah* has not been fully implemented, the practice of providing guarantees by business actors is still dominated by verbal explanations. While the written warranty only contains a period of time, and there is no claim mechanism and limitation of responsibility, even there are still business actors that has not given any warranty at all. This creates legal uncertainty for consumers, and is often in a weak position and has the potential to suffer losses. And it is still contrary to the purpose of sharia which emphasizes the realization of benefits and prevention of harm (Mansyur & Amrulloh, 2020) One of the main goals of the principle of benefit is to protect property (*hifz al-mal*). When business actors do not provide a clear warranty, consumers can lose the economic value of goods due to damage that occurs after service that is still under warranty, which means that the right to property is not protected.

In addition, the practice of warranty that is only verbal also has the potential to cause an element of *gharar* (ambiguity), and those who have not provided a warranty at all will cause uncertainty and harm one of the parties. To apply the principle of *maslahah mursalah*, business actors should provide guarantees clearly and transparently, even though there is no requirement to provide written or oral guarantees (Tasyabilah & Karim, 2023). The principle of *Maslahah Mursalah* needs to be used as a basis in the implementation of guarantees for mobile phone service services, because it is not only able to provide protection for consumer rights, but also encourage business actors to carry out their responsibilities fairly, transparently, and consistently. Thus, the implementation of the warranty is no longer seen as a form of voluntary policy of business actors, but as an effort to realize the common good, prevent harm, and create a balanced and fair legal relationship between business actors and consumers.

## **CONCLUSION**

The findings of the study confirm that the implementation of consumer warranty rights in mobile phone service still shows a gap between legal provisions and practices in the field. The warranty has not been given clearly and does not have clear standards, both in terms of the term, scope of responsibility, and claim mechanism. Warranties are often only conveyed orally or listed in a limited manner in a simple memorandum without detailed explanation, and there are even business actors who have not provided a warranty at all. This condition causes consumers to not obtain legal certainty and experience difficulties in filing claims when there is re-damage. From the consumer side, the low understanding of warranty rights further weakens the position in legal relations with business actors. This is not only influenced by the lack of legal awareness, but also due to the lack of transparency of information from business actors, so that consumers tend to bear their own losses, including additional costs within the warranty period that should be the responsibility of business actors. Based on Law Number 8 of 1999 concerning Consumer Protection, this practice has not fulfilled the obligations of business actors, especially in providing true, clear, and honest information as well as ensuring the quality and warranty of services. The absence of written evidence as a deed under hand also weakens the position of consumers in proving in the event of a dispute. As for the perspective of *maslahah mursalah*, the unclear practice of warranty shows that the principle of benefit in providing protection and preventing losses for consumers has not been fulfilled. Thus, the implementation of warranty rights in mobile phone service services has not been able to realize optimal legal certainty, justice, and utility. The implications of this study show that the implementation of the warranty has a significant influence on the protection of consumer rights, especially in the aspects of legal certainty and economic protection. The lack of clarity of the warranty has an impact on the weak position of consumers

in claiming their rights and has the potential to cause repeated losses. This research has limitations in the number of speakers and the coverage of the area is still limited. Therefore, further research is recommended to expand the scope of respondents and study areas, as well as further examine the effectiveness of the implementation of warranty standards and supervision mechanisms for business actors, including the use of technology to increase transparency and accountability in service services.

## REFERENCES

- Ambodo, A. D., & Supriyono. (2024). Accountability of Business Actors Who Do Not Provide Guarantee Guarantees in Mobile Phone Buying and Selling Transactions from a Consumer Protection Perspective. *Indonesian Journal of Law and Justice*, 1(2), 81–91. <https://doi.org/10.61476/3yn7bn09>
- Anggitafani, R. F. (2021). Legal protection of personal data of online loan borrowers from the perspective of POJK No. 1/POJK.07/2013 concerning consumer protection in the financial sector and benefit aspects. *Journal of Islamic Business Law*, 2(2), 56–72.
- Anggraini, O. E., Yulifa, W. R., Law, P. S., Duta, U., & Surakarta, B. (2020). *Legal protection for consumers of product warranty in business law*. (8), 161–168.
- Auliyah, N. (2022). *Maslahah Analysis of Law Number 8 of 1999 concerning Consumer Protection*. IAIN Parepare.
- Berkah, M., Son, R., & Putri, N. E. (1999). *Maslahah mursalah and law ( study in the market*. (8).
- Gustian, R. G. A., Yulia, A., & Rusydi, I. (2023). Consumer Legal Protection for Electronic Product Warranty Based on Article 7 Letter E of Law Number 8 of 1999 concerning Consumer Protection at PT. Platinum Support Bcell in the city of Bandung. *Library of Justice*, 2(1), 423–450.
- Halimahtusadiyah, F. L. (2024). *The Position of the Deed under Hand as a Legal Decree*. pp. 5(02), 32–38.
- Hasanah, U., Asmuni, & Syahnan, M. (2025). The Position Of Mashalih Al-Mursalah As Legal Evidence The Position Of Mashalih Al-Mursalah As Legal Evidence. *Al - USRAH : JURNAL AL AHWAL AS SYAKHSIYAH*, 12(02), 21–28.
- Khasanah, K., & Azizah, A. D. (2023). *Insurance as a Mandatory Requirement in Buying and Selling Electronic Goods on Tokopedia: Maslahah Mursalah's Perspective*. 3(1).
- Lubis, A., & Hidayat, R. (2025). Consumer Protection Against Monitor Warranty Downgrade by Xiaomi Service Center. *Qanun: Journal of Islamic Laws and Studies*, 4(1), 55–63.
- Lubis, N. R., & Zahara, F. (2024). *Consumer Protection Against the Purchase of New Motorcycles Regarding the Damage to the Esaf Frame Reviewed from the Perspective of Ibn Taymiyah and Law Number 8 of 1999 concerning Consumer Protection*. 6(2), 6970–6980.

- Mansyur, Z., & Amrulloh, Moh. A. (2020). *Basic Ushul Fiqh*. Sanabil.
- Mazidah, N., Hasibuan, H., Hasanah, U., Memerk, P., & Syariah, M. (2026). *Consumer Protection Against Water Brand Counterfeiting*. 4(3), 1403–1410.
- Bubble, A. (2017). *Principles of Legal Protection for Consumers in Indonesia*. Raja Grafindo Persada.
- Qolbi, W. (2022). The content of Bisphenol A (BPA) in plastic-based packaging from the perspective of the Consumer Protection Law and Masalah Mursalah. *Justisia Ekonomika: Master's Journal of Sharia Economic Law*, 6(2), 523–534.
- Rido, P., Widnyana, W., Agung, A., Agung, I., Gusti, N., Sri, K., Hukum, K., Warmadewa, U., Usaha, P., & Actors, B. (2021). *Strict Liability Juridical Review in Consumer Protection Law*. 2(2), 244–249.
- Siregar, W. P. H., & Permata, C. (2023). Legal Analysis of the Exoneration Clause in the Laundry Memorandum in Padang Hilir District, Tebing Tinggi City Perspective of Wahbah Az-Zuhaili. *Al-Manhaj: Journal of Islamic Law and Social Institutions*, 5(1), 215–228. <https://doi.org/10.37680/almanhaj.v5i1.2446>
- Suyaman, P. (2024). Masalah Mursalah as one of the methods of istinbath. *KRTHA BHAYANGKARA*, 18(2).
- Tasyabilah, N., & Karim, B. (2023). *Et-Tijarie : Journal of Sharia Law and Business Review of Masalah Mursalah and Consumer Protection Laws on Traditional Dental Practices*. pp. 8(1), 1–10.
- Triyono, S. A., Borman, M. S., Sidarta, D. D., & Handayati, N. (2024). Juridical Review of Legal Protection for Consumers of Electronic Product Warranty in the Law. *COURT REVIEW: Journal of Legal Research*, 4(01), 1–10.
- Zaprullah, H., & Fuad, F. (2024). *Consumer Protection After-sales Service Guarantee on the Marketplace*. 6(3), 7828–7838. <https://doi.org/10.33087/jjubj.v23i1.3613.6>
- Zuhaili, W. (1984). *Ushul al-Fiqh al-Islami (Juz II, p. 757)*. Dar al-Fikr.
- Zulham. (2023). A critical review of consumer protection in online shopping, false advertising, and legal protection. *Journal of Law & Sustainable Development*, 11(5), 1–15.