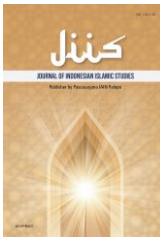
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Analysis of Sharia Economic Law on The Responsibility of *Travel Agents* for Losses Lost to Customers' Goods Due to Negligence

Raden Ayu Khairunnisa[1]✉, Jayusman[2], Nurasari[3]

[1-3]Raden Intan State Islamic University Lampung, Indonesia

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Abstract

This study aims to analyze the responsibility of travel agents for losses of loss of customer goods due to negligence from the perspective of Sharia Economic Law on *Tour* and *Travel* Travelinadja Services in Padang Cermin District, Pesawaran Regency, Lampung. The focus of this research study lies in the regulation of Sharia Economic Law related to the responsibility of *travel agents* for the loss of customer goods, the practice of settling lost goods that occur in the field, and the application of the concepts of *dhaman*, *ta'widh*, trust, and justice in the relationship between service providers and customers. To answer these problems, this study uses a qualitative approach with a type of empirical research that is descriptive and analytical. The data collection technique was carried out in depth through direct observation at the research location, interviews with 6 informants consisting of leaders, administrators/treasurers, customers, and managers of tourist equipment, as well as documentation of data and events related to the research object. The results of the study show that the practice of responsibility for the loss of customers' belongings in travel services should not always be fully charged to the *travel agent, but* in this study, the *travel* party is partly fully responsible for the loss of these items, especially if the loss occurs due to the customer's own negligence such as forgetting to pick up the goods, misplacing the goods, or lack of supervision of personal belongings during tourism activities. However, from the perspective of Sharia Economic Law, the solution to the problems faced by TravelinAdja must still prioritize the principles of justice, trust, deliberation, and *benefit* by considering the elements of each party's faults. The concepts of *dhaman* and *ta'widh* can be applied if it is proven that there is an element of negligence on the part of the service provider that causes losses to customers. The implications of this study are expected to be a guideline for *travel tourism business actors* in developing a clearer mechanism for consumer responsibility and protection in accordance with sharia principles, as well as a reference for the public in understanding the rights and obligations of the parties in the tourism service contract based on Sharia Economic Law.

✉Email Correspondent:
radenayukhairunnisa38@gmail.com

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Introduction

Bandar Lampung, as the capital of Lampung Province, has strategic access via Radin Inten II Airport and Bakauheni Port, making it the southern gateway of Sumatra. The tourism potential of Lampung is extraordinary that invites anyone who wants to visit Lampung because of its tourist beauty such as the island of Kelagian Kecil, Kelagian Besar, Pahawang Besar island, Pahawang Kecil island, and others (Suryani, Jingga, 2025). One of the business actors of tourist travel services in Lampung Province is Jasa *Tour* and *Travel* TravelinAdja which provides various tourist services such as entrance tickets to tourist attractions, sea transportation, activities *snorkeling*, *outbound*, consumption, travel insurance, and rental of other tourist equipment. In practice, the legal relationship between *travel agent* and customers, there are rights and obligations that must be fulfilled by each party as per the principle of balance in the law of the agreement (Hengki, 2026). In the perspective of the Compilation of Sharia Economic Law (KHES), the legal relationship between *travel agent* and the customer is a service contract relationship (*Ijarah*) which gives birth to rights and obligations for each party. *Travel agent* are obliged to provide services in accordance with the agreed contract, while customers are obliged to fulfill the conditions that have been set, including maintaining personal belongings while participating in tourism activities. KHES emphasizes that every contract must be carried out based on the principles of trust, justice, good faith, and mutual fulfillment of the rights and obligations of the parties. Therefore, the responsibility in a contract is not only imposed on the service provider, but also considers the element of negligence on the part of the service user (Fatimah, 2026). The provisions regarding the principle of contract are regulated in Article 21 of the KHES, which states that the contract must be implemented based on the principle of *ikhtiyari* (voluntary), trust, prudence, mutual benefit, transparency, ability, convenience, good faith, and halal purpose (Effendi, 2020).

Furthermore, Article 295 of the KHES explains that the contract *Ijarah* is an agreement to transfer beneficial rights to a good or service within a certain period of time with payment *Ujrah* (reward), without transferring ownership of the goods. Based on this provision, the relationship between TravelinAdja and the customer is included in the contract *Ijārah al-'Amal* Because the object of the contract provided is a tourist travel management service, not a transfer of ownership of goods. Thus, the main obligation *travel agent* is to provide tourism services in accordance with the contents of the contract, while customers are obliged to comply with travel conditions and take care of their personal belongings during the activity (Damayanti, 2024). Regarding liability for losses, KHES adheres to the principle of *Düsseldorf*, namely the obligation to provide compensation if the loss occurs due to errors, negligence, or violations of the contract. Therefore, the responsibility *travel agent* can only be charged if it can be proven that the service provider committed negligence, such as not carrying out the obligations that have been agreed, ignoring the proper operational standards, or not taking care of the customer's goods that have been specifically entrusted to him. On the other hand, if the loss of goods occurs because the customer forgets to pick up the goods, places the goods incorrectly, or is not careful in guarding his personal belongings, then based on the principle of responsibility in the KHES, the loss is basically the responsibility of the party who committed the negligence (*Taqsir*), not automatically becoming a liability *travel agent* (Jama et al., 2019).

This understanding is clarified in the words of Allah SWT contained in the Qur'an surah Al-Hujurat 49:6:

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْٓا اِنْ جَاۤءَكُمْ فَاسِقٌۢ بِنَبَاٍ فَتَبَيَّنُوْٓا اَنْ تُصِيْبُوْا قَوْمًاۢ بِجَهَالَةٍ فَتُصْبِحُوْا عَلٰى مَا فَعَلْتُمْ نٰدِمِيْنَ

"O you who have believed, if a wicked person comes to you with important news, then examine the truth so that you do not harm a people because of (your) ignorance which causes you to regret your deeds."

This verse contains a command that every believer should always make the provisions of Allah SWT. and His Messenger as the basis for every action, including in muamalah activities. Prohibition *"Do not go ahead of Allah and His Messenger"* It means that the settlement of every legal issue must be guided by sharia principles, not solely based on the wishes of one of the parties. In the legal relationship between *travel agent* and customers, this paragraph teaches that the rights and obligations of the parties must be carried out in accordance with the agreed contract and based on the principles of justice, trust, and responsibility as stipulated in Sharia Economic Law (Ririn Wilka, Khurul Ain, 2026). In the practice of tourist travel services, *travel agent* Obliged to provide services in accordance with the content of the contract, such as providing transportation, tour guides, agreed equipment, and ensuring that services are carried out according to the agreed standards. On the other hand, customers also have the obligation to comply with travel rules, follow directions from the organizer, and take care of their personal belongings during tourist activities. Thus, the responsibility in the contract is not only charged to the service provider, but also attached to the customer as the party who receives the benefits of the service. If there is a loss of goods caused by the customer's own negligence, for example forgetting to pick up the goods after use, placing the goods incorrectly, leaving goods on the ship or tourist location, or not being careful in supervising their personal belongings, then based on sharia principles, the loss cannot be automatically charged to the customer. *travel agent*. This is because *travel agent* do not violate the contract or negligence that is the direct cause of the loss of the goods (ROIJAH, 2020).

This principle is in line with Article 21 of the Compilation of Sharia Economic Law (KHES) which stipulates that contracts must be implemented based on the principle of *ikhtiyari* (voluntary), trust, prudence, mutual benefit, transparency, ability, convenience, good faith, and halal causes. The principle of trust requires *travel agent* carry out all tourism services in accordance with the agreement, while the principle of prudence requires both parties to act carefully so as not to cause losses. Thus, the obligation to maintain the safety of personal goods as long as the goods are still in the customer's possession is also part of the implementation of the principle of prudence (Elhas, 2006). On the other hand, business actors also have an obligation to provide true, honest, and responsible information for losses arising from their mistakes or omissions, In the perspective of KHES, the responsibility to provide compensation (*Düsseldorf*) is not born only because of a loss, but must be based on the existence of error, negligence (*Taqsir*), or violation of the contents of the contract by the party who is burdened with responsibility. Therefore, if the loss of goods occurs because the customer forgets to pick up the goods, places the goods incorrectly, leaves the goods on the ship, or is not careful in supervising his personal

belongings during tourist activities, then the element of negligence comes from the customer himself. In these conditions, *travel agent* cannot be burdened with the obligation to compensate for losses because there is no default or breach of trust committed by the service provider (Muna, 2020). Thus, the determination of the party responsible for the loss of the customer's goods must be based on proof of whether or not there is an element of error committed by the travel agent or the customer himself (Harianto et al., 2025).

Based on some of these previous studies, there are similarities and differences with the research to be conducted. The similarities lie in the discussion of the responsibility of business actors, compensation settlement, and consumer protection, but nevertheless these studies still have some limitations. For example, one of the researches, Gunawan Adi Farma (2024) only focuses on the responsibility of tourist travel agencies based on Law Number 8 of 1999 concerning Consumer Protection, without examining in depth the concept of responsibility in the Compilation of Sharia Economic Law (KHES), especially in the contract *Ijarah* (PHARMA, 2024). Thus, there is still a gap in the study (*research gap*) on liability analysis *travel agent* to the loss of customer goods that occurs due to the negligence of the customer himself, especially in the perspective of Sharia Economic Law and the Compilation of Sharia Economic Law (KHES). Previous research generally assumes that consumer losses are born due to the negligence of business actors so that business actors are burdened with the obligation to provide compensation. On the contrary, this study examines the conditions when *travel agent* has carried out their obligations according to the contract, while the loss of goods is caused by the customer's negligence, such as forgetting to pick up the goods, misplacing the goods, or not taking care of their personal belongings during the tour trip (Habibullah, 2018).

Method

This research is a field research using a qualitative approach. Field research was chosen because this research aims to obtain direct data on responsible practices *travel agent* for losses of loss of customer goods due to negligence that occurs in the Service *Tour* and *Travel* TravelinAdja in Padang Cermin District, Pesawaran Regency, Lampung. A qualitative approach is used to understand legal phenomena in depth based on the conditions that occur in the field and analyze them based on the perspective of Sharia Economic Law and *Fiqh Muamalah* Regarding the concept of responsibility (*Düsseldorf*) (Muhdlor, 2012). The nature of this research is descriptive analytical, which is research that aims to systematically describe the facts that occur in the field and then analyzed based on legal theory, provisions of laws and regulations, and the concept of Sharia Economic Law related to liability for losses due to negligence (Ibnu Irawan, Jayusman, 2019). The data sources in this study consist of primary data and secondary data (Undari Sulum, 2024). Primary data was obtained directly through interviews with selected informants using the *purposive sampling*, i.e. the technique of determination *report* based on the consideration that they know, understand, and are directly involved in the object being researched so that they are able to provide information that is relevant to the subject matter of the study. *Relevant* with a focus of research. Number *report* in this study, as many as 6 (six) people, consisting of 1 service owner *Tour* and *Travel* TravelinAdja, namely Mr. Wiwid Sugiarto, S.H., 1 manager and treasurer, namely Mr. Hengki, 2 people *Staff* operations involved in the implementation of tourism activities, as well as 2 customers

(Scott, 2026). Observation is carried out by directly observing the operational activities and services provided by TravelinAdja to customers. Meanwhile, documentation is carried out by collecting documents, photos, archives, and other evidence related to the case of loss of customer goods during tourism activities. Data analysis is carried out qualitatively through the stages of data reduction, data presentation, and conclusion drawn. Data reduction is carried out by selecting and simplifying data that is relevant to the focus of the research. Furthermore, the data is presented systematically to make it easier for researchers to understand the relationship between the data obtained. The last stage is drawing conclusions by comparing the facts found in the field with the concept *Düsseldorf* and the principle of responsibility in Sharia Economic Law so that conclusions are drawn about the form of responsibility *travel agent* against the loss of the customer's goods due to negligence (Titin Pramiyati, Jayanta, 2015)

Results

Practice of Lost Goods Responsibility in Cases at Travelinadja Lampung Tour and Travel Services

The increase in tourism activities encourages the development of the tourism travel service business or *travel agent* which provides various services to support tourism activities(Sudini & Arthanaya, 2022). However, the implementation of tourism activities is inseparable from various risks that can cause losses for customers and tour service providers. One of the problems that often occurs is the loss of customers' belongings during tourist activities (Jama et al., 2019). Before discussing TravelinAdja's practice of responsibility for customer goods lost during tourism activities, it is first necessary to know the profile and service mechanism implemented by TravelinAdja. TravelinAdja is a service *Tower* and *Travel* which was established in 2020, based on the results of an interview with TravelinAdja, this business started from the friendship of three people who have the same hobby, namely adventuring, exploring nature, and exploring various tourist destinations, especially marine tourism in Lampung Province. From the various trips made, the founders see that there are still many tourist destinations that have natural beauty but are not widely known by the public. In addition, there is also a need for tourists for safe, comfortable, and reliable travel services. Based on this experience, then the idea to establish TravelinAdja as a service arose *Tower* and *Travel* which not only provides tour travel packages, but also provides customers with a safe, comfortable, and enjoyable vacation experience (Scott, 2026). Along with its development, Travelinadja provides a variety of travel package options with tourist destinations in the Lampung area. Some of the destinations that are travel destinations include Pahawang Island, Kelagian Island, Wayang Island, and various other marine tourism destinations. The tour packages offered are tailored to customer needs, both individual, group, family, and organizational or company activities. The types of tour packages offered by TravelinAdja can be seen in the following table:

Table 1. Tour packages offered by TravelinAdja

No	Tour Packages
1.	Pahawang Island Tour Package (One Day Trip and Private Trip)
2.	Kelagian Island Tour Package
3.	Wayang Island Tour Package
4.	Island Hopping Package

5.	Bahar Snorkeling and Tour Packages
6.	Paket Family Gathering/Study Tour

Source 1. Interview Data

In addition to providing tour packages, TravelinAdja also provides various services that support the implementation of trips. These services are provided to meet customer needs from the booking stage until the tour activities are completed. The forms of services provided include tour package reservations, rentals *Speedboat*, equipment preparation *snorkeling*, documentation, tour guide, consumption, shuttle according to agreement, preparation *itinerary*, as well as assistance during tourist activities. With these various services, customers not only get travel services to tourist destinations, but also get supporting facilities during the activity (Wiwid, 2026).

Table 2. TravelinAdja Services

No	Tour Packages
1.	Pahawang Island Tour Package (One Day Trip and Private Trip)
2.	Kelagian Island Tour Package
3.	Wayang Island Tour Package
4.	Island Hopping Package
5.	Bahar Snorkeling and Tour Packages
6.	Paket Family Gathering/Study Tour

Source 2. Interview Data

In this case, the practice of responsibility for customer goods in tourism activities on Services *Tour* and *Travel* TravelinAdja Lampung can be seen from the company's policies, the form of agreement with customers, the goods supervision mechanism, the procedure for handling losses, and the settlement in the event of losses. TravelinAdja has an operational policy or Standard Operating Procedure (SOP) regarding the handling of customer belongings during tourism activities. This policy is made as a form of the company's efforts to provide safe, comfortable, and professional services. In its implementation, customers still have responsibility for personal belongings and valuables carried during the trip, such as cash, mobile phones, wallets, jewelry, personal cameras, important documents, and other personal belongings. On the other hand, TravelinAdja through *Tour Leader*, *Crew* Ships, and operational staff have a role in providing direction regarding the placement of goods, reminding customers to check their luggage, and assisting if problems arise during tourist activities (Scott, 2026). Before departure or before leaving the tourist site, *Tour Leader* give instructions to the customer to re-check his luggage. The directive aims to minimize the possibility of items being left behind or lost. If the customer becomes aware of the loss of the item, the customer is obliged to report it immediately to the customer *Tour Leader* or TravelinAdja officers. The report is then recorded and followed up by checking and searching the location where the goods are estimated to be missing. If necessary, TravelinAdja also coordinates with *Crew* ships, tour guides, and tourist attraction managers to assist in the search process (Hengki, 2026).

In the implementation of tourism activities, TravelinAdja implements the division of duties between the owner or person in charge, *Tour Leader*, *ship crew* , *Tour Guide*, and tour participants. These 6 informants also include the following structure:

Table 3. TravelinAdja Operational Structure

No	Parties	Responsibilities
1.	Owner	Supervise operations, ensure procedures are running, and handle loss issues
2.	Tour Leader	Coordinate participants, remind them to check their goods, and direct the boarding and disembarkation process
3.	Ship Crew	Assist with loading, structuring, maintenance, unloading of goods, and assistance
4.	Participants/Customers	Guarding personal belongings, following the officer's directions, and checking belongings before leaving the site

Source 3. Interview Data

Based on table 3 of the division of duties, it can be understood that responsibility for goods during tourism activities is a proportionate responsibility. Customers remain the party who knows and controls their personal belongings the most so they have the main obligation to take care of the goods. However, TravelinAdja also has an obligation to carry out service duties properly, including providing directions, assisting in arranging goods within the scope of their duties, and providing assistance in the event of loss. Thus, if there is a loss of goods, it is necessary to first look at the chronology and causes of loss to determine who must be responsible (Scott, 2026). The relationship between TravelinAdja and customers before the tour begins is based on the agreement conveyed through the booking form, *Invoice*, booking confirmation, or terms and conditions (*Terms and Conditions*) provided through electronic media such as *WhatsApp* or email. The agreement contains the customer's identity, destination and date of travel, number of participants, package price, payment procedures, facilities obtained, rights and obligations of the parties, cancellation provisions, schedule changes, refunds, participant safety, and provisions regarding liability for personal belongings. After the customer makes an advance payment or repayment and agrees to the terms and conditions, the agreement becomes the basis for the implementation of the relationship between TravelinAdja and the customer (Scott, 2026). The agreement also limits TravelinAdja's liability to the customer's belongings. In principle, the customer is responsible for taking care of the personal belongings he carries. TravelinAdja is not responsible for loss or damage purely caused by the customer's negligence, such as leaving the goods on the ship, vehicle, or tourist location, forgetting to pick up the goods when moving, not supervising his belongings, or not following directions *Tour Leader*. However, these restrictions do not mean that TravelinAdja does not take action at all when a loss occurs. TravelinAdja continues to search, check, and communicate with customers to find out the cause and chronology of the loss (Hengki, 2026).

Based on the results of interviews with research informants, several types of customer goods were found that were lost during TravelinAdja tourism activities. These items include *snorkeling glasses*, jackets, accessories or jewelry, minus glasses, *chargers*, sandals, hats, *skincare*, and *tumblers*. For these items, settlement is not always done in the same way. There are items that have been successfully recovered, there are items that are not found but are replaced, and there are also items that are lost are considered as customer responsibility based on the cause of the loss, as follows:

Table 4. Types of TravelinAdja Goods

No	Items	Causes	Travelinadja Action	Solution
1.	Glasses *Snorkling*	Fell during snorkeling activities and was not immediately reported to *the Tour Leader/Crew*	Conducting checks and searches and requesting information from participants	It was not found, the customer who caused the loss did not compensate for the equipment belonging to the 3rd party that was cooperated by TravelinAdja, so TravelinAdja replaced it
2.	Jacket	Goods not found after tourist activities, placed in any pendopo	Conduct searches and communicate with customers	Reimbursement/compensation is given according to the completion result
3.	Accessories/jewelry	Items lost during a series of tourist activities	Perform checks and searches	Reimbursement is provided according to the agreement
4.	*Load*	Items left behind/lost in a series of trips	Perform checks and searches	Reimbursement is given according to the results of the deliberation
5.	Cap	Items not found after snorkeling activities	Perform checks and searches	Reimbursement is provided according to the agreement
6.	*Tumbler*	Items left behind	Perform checks and searches	Replaced by mutual agreement
7.	Sandals	Left behind on the island visited	Checking the ship on board	No replacement was given because the customer did not make it a problem

Source 4. Interview Data

Based on the data in the table, it shows that settlement of lost customer goods at TravelinAdja is not carried out in the same pattern. The form of settlement is adjusted to the cause of the loss, the results of the examination, and communication between the company and the customer. In some cases, TravelinAdja provides reimbursement or compensation for lost customer goods. This shows that in practice the company not only adheres to the provision that the customer is responsible for his personal belongings, but also considers the concrete conditions that occur in each case (Suryani, Jingga, 2025). The case that most clearly illustrates the division of responsibility is the loss of glasses *snorkeling*. After the activity *snorkeling* finished and the equipment was collected, one participant reported that the glasses *snorkeling* that he uses is lost. *Tour Leader* and *Crew* Then inspected the ship, equipment, and confirmed to other participants to ensure that there was no exchange. The results of the examination showed that the glasses fell to the seabed and the participants did not immediately report the incident so the search efforts were unsuccessful (Scott, 2026). Based on the results of the interview with Informant I as the Chairman of TravelinAdja, if there is a loss of customer goods, TravelinAdja first receives a report and checks the chronology of the incident to find out the cause and the party responsible for the loss. According to Informant I, the company cannot immediately

provide compensation before knowing whether the loss occurred due to customer negligence, officer negligence, or other factors beyond the company's control. If the loss is proven to be caused by TravelinAdja's negligence in carrying out its obligations, the company will be responsible and resolve it through communication and deliberation with the customer. On the other hand, if the loss occurs due to the customer's own negligence, such as forgetting to take, misplace, or not taking care of personal belongings, TravelinAdja is not automatically obliged to compensate for the loss, although the company still helps to conduct searches as a form of service to customers (Scott, 2026).

Furthermore, based on the results of the interview with Informant II as the Treasurer of TravelinAdja, the settlement of lost goods is carried out based on the chronology and cause of each case. Reimbursement is not given automatically, but is adjusted to whether or not there is negligence on the part of TravelinAdja. If the loss is due to the company's negligence, TravelinAdja is responsible, while if it is due to customer negligence, the company only assists in the search without being obliged to bear all losses (Hengki, 2026). Based on the results of the interview with Informant III as TravelinAdja Staff, every report of loss from customers will be followed up by searching for the lost item. The search is carried out with Tour Leader, ship crew, Tour Guide, and tourist attraction manager according to the last known location of the item. Informant III explained that customers who lose their goods must immediately report to the officer by providing information about the type, characteristics, and location of the last time the item was used or placed. This is done so that the search process can be carried out immediately and the possibility of the item being found becomes greater. Informant III also explained that the delay in reporting can complicate the search process, especially if the tourist activity has changed locations (Tio, 2026). Based on the results of the interview with Informant IV as the Tour Leader of TravelinAdja, customers who know of the loss of goods are encouraged to immediately report to the Tour Leader or the responsible officer. Quick reporting is needed so that the officer can search at the last location where the item was used or abandoned. Informant IV also explained about the case of losing snorkeling goggles that occurred after the snorkeling activity was over. When the participants returned to the boat and the equipment was collected, it was known that there were snorkeling goggles that were not found (Tio, 2026).

Meanwhile, based on the results of the interview with Informant V as the crew of the TravelinAdja ship, the search process for lost goods was carried out by inspecting the ship and the location of tourist activities and coordinating with the Tour Leader and other participants if necessary. Informant V emphasized that the speed of the customer in submitting the report greatly affects the success of the search. If the goods are immediately reported while still at the scene of the incident, it will be easier for the officer to determine the location of the search. On the other hand, if the report is submitted after the activity is completed and the group has changed locations, the likelihood of the goods being found becomes smaller (Rianto, 2026). Based on the results of the interview with Informant VI as a customer, there was a case of loss of snorkeling glasses during tourist activities. Informant VI explained that after the snorkeling activity was completed, the participants returned to the ship to return the equipment used. At the time of checking, it was known that there were snorkeling glasses that were not found. TravelinAdja then conducted a search with the Crew and Tour Leader. According to Informant VI, the item

was allegedly dropped when used in snorkeling activities, but the loss was not immediately reported while the activity was still ongoing, so the exact location of the item was difficult to know. Even though the loss was related to the lack of supervision of the equipment, TravelinAdja still helped to search and evaluate the procedures for managing tourist equipment. In the settlement of the case, the customer did not replace the lost item, so that TravelinAdja bears the cost of replacing snorkeling glasses owned by a third party with an agreement and suitability of the purchase price of the glasses *snorkling* here, here the *Travel* make changes to maintain the cooperation with third parties and a sense of responsibility that has been agreed upon by the company (Ahmad, 2026).

Then Informant VII as another customer who had lost his goods provided information about the case of losing personal belongings in tourist activities, namely jackets left in any pavilion while taking pictures. Informant VII explained that when he found out that his personal belongings were missing, the customer first submitted a report to the Tour Leader or TravelinAdja officer. After receiving the report, TravelinAdja helped conduct the search by checking the location of the activity, the ship, and the last place where the item was used. Informant VII explained that if the item is not found, TravelinAdja does not immediately provide an automatic replacement, but first looks at the chronology of the loss and communicates with the customer. Negligence occurs on the customer, but travelinAdja is also responsible according to the deliberation agreement. A replacement that should not be the obligation of the parties *Travel* occurred because the *Travel* have a sense of responsibility (*Düsseldorf)* and provide a sense of security to its customers, but still look at the company's conditions and agreements (Amarsari, 2026).

Discussion

A review of sharia economic law related to the responsibility of travel agents for the loss of customer goods due to negligence.

The development of the tourism industry in Indonesia has led to an increase in public demand for travel services or *travel agent*. *Travel agent* It not only functions as an intermediary in booking tickets and tour packages, but also as a travel organizer who is responsible for the comfort, security, and safety of customers during the trip. In this legal relationship, an alliance is created between the service provider and the customer which gives birth to rights and obligations for each party (Asmuni, 2013). The relationship between TravelinAdja and customers in organizing tourist trips can basically be understood as a relationship based on a contract *Ijarah*, which is a service utilization contract with certain rewards. Customers pay a certain amount of prices according to the package chosen, while TravelinAdja provides tourist travel services as agreed. These services include the provision of transportation, tourism assistance, facilities *snorkeling*, consumption, visits to tourist destinations, and other services in accordance with the agreed package. With the exchange between customer payments and the provision of services by TravelinAdja, there are rights and obligations that must be fulfilled by both parties (Hilal, 2013). In the contract, TravelinAdja is obliged to carry out services in accordance with the agreement and provide services in a professional, safe manner, and in accordance with the promised facilities. Meanwhile, customers are obliged to pay the agreed price and comply with the provisions during the tour activity. One of the customer's obligations is to take care of the personal belongings he brings. Therefore, when there is

a loss of goods, it is necessary to first see whether the loss is related to the customer's negligence or there is negligence on the part of the party *Travel* in carrying out its obligations (Jayusman, 2021).

In this case, travelinadja also implements operational policies or SOPs regarding the handling of customer goods. Based on the results of the interview, customers are required to immediately report loss or damage to *Tour Leader* or TravelinAdja officers so that recording and searches can be carried out. Customers are also directed to re-check their luggage before leaving the ship or tourist location. In the event of loss, TravelinAdja conducts an inspection based on the chronology of the incident, customer information, *Tour Leader*, *Crew* ship, as well as other parties who know the incident. Thus, the company does not directly determine the responsible party based only on the loss, but first looks for the cause of the loss. If the loss is caused by the negligence of TravelinAdja officers, such as not carrying out supervision procedures, misplacing goods, or the actions of officers that directly cause the goods to be lost, then the company declares that it is willing to take responsibility. On the other hand, if the loss occurs because the customer forgets to pick up the goods, leaves the goods on the ship or tourist location, does not take care of the goods, does not follow the officer's directions, or does not report the loss immediately, then the responsibility lies with the customer (Scott, 2026). In practice, TravelinAdja does not provide special insurance that covers loss or damage to customers' personal belongings. The protection available in certain packages, if any, is more aimed at the safety of participants and does not specifically cover personal belongings. Therefore, customers are given directions to take care of their belongings during the activity. Even though there is no special insurance for goods, TravelinAdja still states that it will assist in search and settlement in the event of loss as a principle of trust. This shows that the absence of insurance does not mean that TravelinAdja relinquishes all its responsibilities, because if the loss is proven to be due to TravelinAdja's negligence, the company still states that it will settle in accordance with the applicable circumstances and provisions (Hengki, 2026).

Furthermore, in *Düsseldorf* (responsibility) also applies the principle of justice (*'adl*) on *Travel* through an assessment of the cause of the loss before determining the responsible party (Rangkuti, 2017). This is important so that there is no imposition of losses on those who do not make mistakes. In the case of travelinadja glasses *snorkeling*, for example, customers are considered to be responsible because the goods fall when used and are not immediately reported, but here the travelinAdja is ultimately responsible (Scott, 2026). On the other hand, if in a case it is found that the loss occurred due to the negligence of TravelinAdja officers, the company declares that it is willing to provide settlement or compensation (Jayusman, Anggara et al., 2024). Problem solving is also carried out by prioritizing deliberation (*Shura*). Based on the information of the management, if there is a problem regarding the responsibility or value of compensation, the first step taken is deliberation by involving various parties related to the problem (Apriadi, 2020). Based on the interview, it can also be seen that the management of TravelinAdja has understood the concept of responsibility (*Düsseldorf*) in *Fiqh Muamalah* as the obligation of the party who committed the mistake or negligence to bear the losses caused. This understanding has been applied in practice by distinguishing between losses caused by TravelinAdja and losses caused by customers. This understanding can also be

seen from the commitment to be responsible if the company is proven to be negligent, and not to charge losses to the company if the loss occurs purely due to the customer's negligence or circumstances beyond the company's control (Scott, 2026).

Thus, the practice of TravelinAdja's responsibility for the loss of customer goods in general has shown the application of the principles of Sharia Economic Law, in the contract *Ijarah* then in principle *Düsseldorf*, trust, justice, deliberation, and *ad-ḍArar Yuzāl*. However, the application must still be accompanied by clear evidence of the cause of the loss (Asmuni, 2016). The clause stating that the customer is responsible for his personal goods should not be understood as exempting TravelinAdja from all liability. If there is evidence that the loss arises due to TravelinAdja's negligence, then the company is still obliged to provide compensation. On the other hand, the customer cannot charge TravelinAdja for losses if based on the examination it is proven that the loss occurred due to his own negligence. With this division, responsibility can be given proportionately to the party who caused the loss. The following is a summary of the data in the research contained in TravelinAdja:

Table 5. Aspects and results in research at TravelinAdja

No	Aspect	Results
1.	Customer relationship policy	Tour package agreement through booking, *invoice*, confirmation, and *Terms and Conditions*
2.	Form of contract	Can be analyzed as *an ijarah* contract for tourist travel services
3.	SOP of customer goods	There
4.	Customer obligations	Keeping personal belongings, following directions, inspecting belongings, and promptly reporting losses
5.	TravelinAdja's Obligations	Provide services as agreed, assist in security, search, and loss settlement
6.	Limitation of liability	There are, especially against losses due to customer negligence
7.	Mechanism for determining responsibility	Based on chronology, related party information, evidence, and search results
8.	A case of loss that is a prime example	Snorkling *glasses*, other items as a problem that have been faced as well
9.	Main causes of cases	Falling while using the customer and not immediately reported
10.	Diniali who should be responsible	Customers (due to the customer's own negligence)
11.	Understanding *Dharma*	Understood as liability for losses due to error/negligence

12.	Sharia principles applied	*Dhaman*, amanah, justice (*'adl*), and deliberation (*shura*).

Source 5. Interview Data

From table 5 of the results of the study, it can also be seen that TravelinAdja still needs more detailed provisions regarding the mechanism for reporting, proof, determining the value of losses, and the form of compensation. This is in line with the hope of the TravelinAdja management that there will be a clearer and more balanced rule between the protection of customers and the protection of tourism operators. From the perspective of Sharia Economic Law, these more detailed provisions are important so that the implementation of these provisions is important so that the implementation of the *Düsseldorf* can be done objectively, does not harm any of the parties, and is still based on trust, justice, deliberation, and benefit. Thus, TravelinAdja's practice of responsibility for lost goods is not only a matter of whether the goods are replaced or not, but also about who caused the loss, what the form of negligence is, whether there is a causal relationship between negligence and loss, and how the settlement is carried out fairly based on the principles of Sharia Economic Law (Scott, 2026).

Conclusion

This study aims to analyze the responsibility of travel agents for losses of loss of customer goods due to negligence from the perspective of Sharia Economic Law on *Tour* and *Travel* Travelinadja Services in Padang Cermin District, Pesawaran Regency, Lampung. The focus of this research study lies in the regulation of Sharia Economic Law related to the responsibility of *travel agents* for the loss of customer goods, the practice of settling lost goods that occur in the field, and the application of the concepts of *dhaman*, *ta'widh*, trust, and justice in the relationship between service providers and customers. To answer these problems, this study uses a qualitative approach with a type of empirical research that is descriptive and analytical. The data collection technique was carried out in depth through direct observation at the research site, interviews with 6 informants consisting of leaders, administrators/treasurers, customers, and tourism equipment managers, as well as documentation of data and events related to the research object. The results of the study show that the practice of responsibility for the loss of customer goods in travel services should not always be fully charged to the *travel agent, but* in this study, the *travel* party is partly responsible for the loss of these goods, especially if the loss occurs due to the customer's own negligence such as forgetting to pick up the goods, misplacing the goods, or lack of supervision of personal belongings during tourist activities.

However, from the perspective of Sharia Economic Law, the solution to the problems faced by TravelinAdja must still prioritize the principles of justice, trust, deliberation, and *benefit* by considering the elements of each party's faults. The concepts of *dhaman* and *ta'widh* can be applied if it is proven that there is an element of negligence on the part of the service provider that causes losses to customers. The implications of

this study are expected to be a guideline for *travel tourism business actors* in developing a clearer mechanism for consumer responsibility and protection in accordance with sharia principles, as well as a reference for the public in understanding the rights and obligations of the parties in the tourism service contract based on Sharia Economic Law.

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References

Alfatih, A. (2023). Buku Pedoman Mudah Melaksanakan Penelitian Deskriptif Kualitatif.

Apriadi, A. (2020). Syura Atau Musyawarah Dalam Perspektif Al-Qur'an. *Jurnal Keislaman Dan Pendidikan*, *1*(2), 57–73.

Asmuni. (2013). Teori Ganti Rugi Dalam Perspektif Hukum Islam The Compensation Theory In Islamic Law Perspectives. *Jurnal Hukum Dan Peradilan*, *2*(1), 46–66.

Asmuni. (2016). Teorigantirugi(Dhaman)Perspektifhukumislam. *Millah Journal Of Religious Studies*.

Damayanti, R. (2024). *Konflik Norma Dalam Kompilasi Hukum Ekonomi Syariah Dan Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia : Studi Akad Ijarah*. *4*(2).

Effendi, B. (2020). *Asas Akad Ekonomi Islam Perspektif Khes (Kompilasi Hukum Ekonomi Syariah)*. *8*(2), 70–81.

Elhas, N. I. (2006). Kompilasi Hukum Ekonomi Syariah(Khes)Dalamtinjauan Umum Hukum Islam. *Jurnal Al-Tsaman*, 62–71.

Farma, G. A. (2024). Tanggung Jawab Biro Travel Perjalanan Wisata Terhadap Konsumen Yang Dirugikan Menurut Undang-Undang Nomor 8 Tahun 1999. *Faculty Of Law, Social Sciences And Political Sciences Mataram University*.

Fatimah, S. (2026). *Analisis Prinsip Perlindungan Konsumen Menurut Kompilasi Hukum Ekonomi Syariah Terhadap Transaksi Jual Beli Di Toserba Selamat Kecamatan Warungkondang Kabupaten Cianjur*. *5*(April), 25–51.

Habibullah, E. S. (2018). Prinsip-Prinsip Muamalah. *Jurnal Perbankan Syariah Ad-Deenar*, *2*(1), 25-48.

Harianto, D., Andriati, S. L., Priscilia, A., & Panggabean, M. (2025). Tanggung Jawab Agen Perjalanan Wisata Atas Kelalaian Pihak Rekanan Dalam Menjalankan Paket Perjalanan Wisata. *Sriwijaya Journal Of Private Law*, *2*(1), 1–17.

Hilal, S. (2013). Urgensi Ijarah Dalam Prilaku Ekonomi Masyarakat. *Asas : Jurnal Hukum Ekonomi Syari'ah*.

Ibnu Irawan, Jayusman, A. H. (2019). *Fatwa Contribution To The Development Of Islamic*

Law (Study Of The Fatwa. *05*(2), 181–206.

Jama, P., Umroh, A. H., & Sasongko, K. S. (2019). Tanggung Jawab Biro Travel Umroh Atas Kegagalan Pemberangkatan Jama'ah Umroh. *Universitas Islam Indonesia*.

Jayusman, Anggara, B., Julir, N., & Fahimah, I. (2024). *Maqasid Shari ' Ah Review Of The Impact Of Online Gambling On Household Harmony In Pematang Tahalo Village*. *Riicis*.

Jayusman, N. H. (2021). *Perspektif Maslahah Terhadap Pertimbangan Hakim Pada Putusan Perkara Nomor: 1376/Pdt.G/2019/Pa.Tnk Tentang Penetapan Hak Hadanah Kepada Ibu Kandung*. *14*(2), 249–276.

Muhdlor, A. Z. (2012). Perkembangan Metodologi Penelitian. *Jurnal Hukum Dan Peradilan*, *1*(2), 190–206.

Muna, N. El. (2020). Internalisasi Nilai-Nilai Etika Bisnis Islam Dalam Perspektif Kompilasi Hukum Ekonomi Syariah. *Al-Tsaman*, *1*, 114–128.

Rangkuti, A. (2017). Konsep Keadilan Dalam Perspektif Islam. *Tzakiya: Jurnal Pendidikan Islam*, *1*, 1–21.

Ririn Wilka, Khurul Ain, E. H. (2026). *Al-Qur'an Dan Fenomena Hoaks: Telaah Tafsir Qs. Al-Hujarat [49]:6 Dalam Konteks Era Digital*. *5*(3), 1826–1838.

Roijah, S. (2020). *Tabayyun Terhadap Berita Ditinjau Dari Al-Quran Dan Kode Etik Jurnalistik (Studi Atas Surat Al Hujurat Ayat 6 Dalam Tafsir Al-Misbah, Tafsir Al-Azhar Dan Tafsir An-Nur)*.

Sudini, L. P., & Arthanaya, I. W. (2022). Pengembangan Pariwisata Berwawasan Pelestarian Lingkungan Hidup. *Jurnal Ilmu Hukum*, *18*(1), 65–76.

Suryani, Jingga, D. (2025). Identifikasi Strategi Promosi Travel Agent Lombok Paradise Di Kota Mataram. *Jrt Journal Of Responsible Tourism*, *4*(3), 1041–1046.

Titin Pramiyati, Jayanta, Y. (2015). Peran Data Primer Pada Pembentukan Skema Konseptual Yang Faktual (Studi Kasus: Skema Konseptual Basisdata Simbumil). *Jurnal Simetris*, *13*(3), 117–121.

Undari Sulung, M. M. (2024). Memahami Sumber Data Penelitian : Primer, Sekunder, Dan Tersier. *Jurnal Edu Researchindonesian Institute For Corporate Learning And Studies (Iicls)*, *5*(September), 110–116.