Halal International Journal
Halalin Journal Vol. 2 No. 2 (2025) 67-72
Available online at
https://halalin.walisongo.ac.id/index.php/halalin

Legal Accountability of Merchants for the Inclusion of Halal Claims on Food Delivery Platforms

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ABSTRACT

The rapid growth of food delivery platforms like GoFood, GrabFood and ShopeeFood have changed the way people buy food in Indonesia including muslim consumers accessing halal food. The legal problem is that merchants independently put halal claims on the digital platform without having halal certificates from the Halal Product Assurance Organising Agency (BPJPH). Usually, the platform provider does not take responsibility for the authenticity of the information. This paper discusses the legal liability of the merchants for the false claims of halal and the potential liability of platform providers from the perspective of consumer protection. The method used in this research is normative juridical method with statutory and conceptual approach by studying Law Number 33 of 2014 concerning Halal Product Assurance, Law Number 8 of 1999 concerning Consumer Protection and Government Regulation Number 80 of 2019 concerning Trade through Electronic Systems supported by secondary legal materials. The results show that the main civil, administrative and criminal responsibility for false halal claims under the principle of fault liability is the merchants. Platform providers can also be legally liable if they do not exercise reasonable supervision as Electronic Trading System Providers (PPMSE). The study's conclusions suggest that the integration of the BPJPH's SIHALAL database with merchant registration systems and the clarification of rules on platform liability are crucial steps to enhance legal certainty and strengthen consumer protection for Muslim consumers in Indonesia.

Keywords:
Halal Claim; Legal Accountability; Merchant; Food delivery platform; Consumer Protection.

Introduction

The country with the world's largest Muslim population, Indonesia, considers the assurance of halal food products to be both a legal necessity and a fundamental religious need. With the enactment of Law Number 33 of 2014 on Halal Product Assurance (Halal Product Assurance Law), this need was provided with a firm normative basis, which states that products entering, circulating and traded in the territory of Indonesia must be halal-certified, except for products that are stated as non-halal products (Indonesian Government, 2014). Further, this obligation is reinforced through Government Regulation Number 42 of 2024 concerning the Implementation of Halal Product Assurance which provides detailed regulation of the stages of certification, business actor obligations and administrative sanctions for violators (Indonesian Government, 2024).

In contrast, digital transformation has created a new business model in the form of online food delivery platforms like GoFood, GrabFood, and ShopeeFood that electronically connect culinary merchants with consumers. Given the dominant Muslim population in Indonesia, research indicates that the lack of a separate feature to indicate the halal status of food on delivery applications is a distinct issue for Muslim consumers (Ruslang, 2025). In practice, it is found that many merchants include the word "halal", a star symbol, or promotional stories that imply the halal status of their products in the digital shopfront without an official halal certificate from BPJPH. This creates potential harm to consumers who make purchasing decisions based on these claims.

Misleading halal claims are not just an issue of business ethics, but also have caused concrete legal problems. For example, the case of Ayam Goreng Widuran restaurant in Solo showed the use of a halal symbol without a valid certification basis, while the raw materials used actually contained a forbidden element, a violation directly contrary to Articles 4 and 25 of the Halal Product Assurance Law (Yuanitasari, 2025). This problem becomes complicated if the transaction is carried out through a digital platform, because the legal relationship involves three parties at once, namely the merchant as a business actor, the platform provider as an Electronic Trading System Provider (PPMSE), and the consumer. Article 22 paragraph (1) of Government Regulation Number 80 of 2019 on Trade through Electronic Systems (PMSE Regulation) states that domestic PPMSEs and Intermediary Service The providers are also responsible for the legal impact of the existence of illegal electronic content on their systems (Indonesian Government, 2019). However, this provision does not specifically regulate the liability of the platform regarding the accuracy of halal claims made by merchants.

Several prior studies have touched upon this issue from various perspectives. A study on the application of halal labels on GrabFood concluded that, in the absence of regulation specifically and firmly governing the inclusion of halal labels on food products sold through electronic media, GrabFood as a PPMSE should be regarded as fully responsible for the availability of halal labels on food sold through its application (Amadya, 2023). A study on platform providers' responsibility in the broader context of user-generated content likewise shows that marketplaces can no longer be positioned as neutral entities, but instead bear a supervisory responsibility (duty of care) over the digital ecosystem they manage (Ersella & Nurhayani, 2025).

Nevertheless, studies that specifically analyze merchants' legal accountability rather than merely platform liability for the inclusion of halal claims on food delivery services remain limited. This article seeks to fill that gap by formulating two central problems: first, how is merchants' legal accountability for including halal claims that do not correspond to fact on food delivery platforms constructed under Indonesian statutory law; and second, to what extent do platform providers also bear legal responsibility for halal claims included by merchants within their electronic systems.

Methods

This research uses a normative juridical method, that is a legal research method that emphasises the study of the norms and principles of applicable positive law (Ibrahim, 2006 in Ersella & Nurhayani, 2025). The approaches which are adopted are the statutory approach and the conceptual approach. The statutory approach is carried out by studying Law Number 33 of 2014 concerning Halal Product Assurance and its implementing regulations, Law Number 8 of 1999 concerning Consumer Protection and Government Regulation Number 80 of 2019 concerning Trade through Electronic Systems. The conceptual approach is used to construct an analytical framework on the concept of legal liability, in particular the principle of liability based on fault and the principle of joint and several liability when considering three-party electronic transactions.

Legal materials used are primary legal materials in the form of relevant statutes and regulations, secondary legal materials in the form of scientific journals, previous research results, legal articles, and reports from reputable legal media, and tertiary legal materials in the form of legal dictionaries and encyclopedias. Legal materials were obtained through library research on statutory documents and scholarly literature, with limited observation of the terms of service and interface displays of several food delivery platforms operating in Indonesia as supporting data. The analysis of legal materials was conducted descriptively and qualitatively with the technique of grammatical and systematic interpretation to formulate the construction of legal accountability applicable for merchants and platform providers.

Results and Discussions

1. The Merchant's Position as a Business Actor and Its Legal Obligations Regarding Halal Claims

Within the legal structure of halal product assurance, a merchant selling through a food delivery platform holds the position of a Business Actor as defined in Article 1 point 15 of Government Regulation Number 42 of 2024, namely an individual person or business entity, whether incorporated or unincorporated, that conducts business activities within Indonesian territory (Indonesian Government, 2024). As a Business Actor, a merchant is bound by the obligation to hold halal certification for the food products it trades as mandated by Article 4 of the Halal Product Assurance Law, and if the product is derived from forbidden materials, the merchant is required to state clearly, unambiguously, and indelibly that the product is non-halal (Indonesian Government, 2014). A business actor that has obtained a Halal Certificate is likewise required to display the Halal Label in a manner that is easily seen and read on the packaging or a particular part of the product (Indonesian Government, 2014). This provision applies analogously to the inclusion of halal information on digital storefronts on food delivery platforms, since the essence of the obligation is to provide consumers with accurate information regarding a product's halal status, regardless of the medium through which it is conveyed.

If a merchant labels a halal claim without a halal certificate, it also violates Law Number 8 of 1999 on Consumer Protection (Indonesian Government, 1999). Consumers have the right to receive correct, clear, and honest information on the condition of goods and/or services according to Article 4 of the Consumer Protection Law and business actors are not allowed to produce or trade goods that are not in accordance with the label, packaging information, description, advertisement or sales promotion of the goods as stipulated in Article 8 paragraph (1) of the Consumer Protection Law (Indonesian Government, 1999). Thus, the merchant who inserts the halal claim without the basis of certification has inserted misleading information that is in direct contradiction to this prohibition, thus opening the door for consumers to claim compensation as provided for in Article 19 of the Consumer Protection Law.

Here the construction of the merchant's legal accountability is multi-dimensional. Under the principle of liability based on fault as provided under civil law, a merchant can be held liable to compensate an aggrieved consumer if the merchant is proved to be at fault or negligent in making a false halal claim. Based on the administrative law, BPJPH has the authority to impose administrative sanctions on business actors who do not meet their obligations to ensure the halalness of their products. The sanctions include written warnings, product recalls, temporary business suspension, and fines as outlined in Government Regulation Number 42 of 2024 (Yuanitasari, 2025). In the criminal law, a merchant may potentially be subject to the criminal provisions under both the Consumer Protection Law and the Halal Product Assurance Law if the element of intent to mislead consumers can be proven. In the enforcement practice, the administrative and civil channels are pursued more frequently than the criminal channel.

2. The Limits of Liability of Food Delivery Platform Providers

The Indonesian legal framework categorises food delivery platform providers as Electronic Trading System Providers (PPMSE) in accordance with Government Regulation Number 80 of 2019 on Trade through Electronic Systems (PMSE Regulation), which identifies three types of actors in electronic transactions: Traders, Electronic Trading System Providers (PPMSE), and Intermediary Service Providers (Indonesian Government, 2019). The position of PPMSE in general is the position of parties that provide electronic communication facilities for trading activities like GoFood, GrabFood and ShopeeFood. This position has the legal consequence of an obligation to protect consumers' rights in accordance with statutory provisions pertaining to consumer protection and to provide a complaint-handling service for consumers (Indonesian Government, 2019).

The most relevant provision on the issue of halal claims is Article 22 paragraph (1) of the PMSE Regulation which states that if there is illegal electronic content in Trade through Electronic Systems, then a domestic PPMSE as well as an Intermediary Service Provider shall also be responsible for the legal impact or consequences arising from the existence of that content (Indonesian Government, 2019). A false or unsubstantiated halal claim included by a merchant on its digital storefront may be categorized as misleading electronic informational content, thereby normatively opening the possibility of platform liability, provided the platform is shown to have known or ought to have known of the existence of such a claim yet failed to take preventive or removal action.

This finding is consistent with the results of a study on the application of halal labels on GrabFood, which concluded that, because no regulation exists that rigidly governs the application of halal labels on food products sold through electronic media, GrabFood as a PPMSE should be regarded as fully responsible for the availability of halal labels on food sold through its application (Amadya, 2023). In line with this, a study on the legal responsibility of PT Grab Teknologi Indonesia toward consumers likewise affirms that platform providers bear a certain degree of responsibility relating to the quality and accuracy of product information marketed through their applications (Bonauli, 2020). A more general study on the responsibility of platform providers shows that marketplaces as managers of a digital ecosystem have a supervisory responsibility (duty of care), even if they are not the direct sellers of the traded products (Ersella & Nurhayani, 2025). This principle applies to the food delivery context as a platform is not only a passive provider of facilities but also defines the composition of the shopfront display including the space allocated to merchants to include attributes or symbols connoting halal status.

Nevertheless, platform liability cannot be equated with the liability of merchants as producers of information. Most platforms include clauses in their terms of service stating that the accuracy of product information, including composition and halal status, is entirely the responsibility of the merchant who uploads it (SIP Law Firm, 2021). Such liability-limiting practices are consistent with the character of a PPMSE as an intermediary, but they do not automatically absolve a platform of legal responsibility if it is proven to have neglected its supervisory function or failed to provide adequate verification and complaint mechanisms as required under Article 22 paragraph (2) of the PMSE Regulation, which obliges a PPMSE to provide technological control facilities and a means for the public to submit complaints regarding illegal content on the electronic system it manages (Indonesian Government, 2019).

3. The Pattern of Joint and Several Liability and the Regulatory Gap

Taking into account the analysis in the preceding two subsections, it can be said that the legal accountability for misleading halal claims on food delivery platforms is multi-layered. The merchant is primarily and directly liable, as it is the active party in the creation and uploading of the claim, whereas the platform provider is conditionally secondarily liable, i.e. liable if it is shown that the platform has failed in its supervisory function as a PPMSE. This construction is in line with the spirit of Article 22 paragraph (1) of the PMSE Regulation which stipulates joint and several liability between the PPMSE and the party spreading illegal content (Indonesian Government, 2019). This construction is also in line with court decisions in other online sale-and-purchase disputes stating that standard clauses which unilaterally limit the liability of a business actor are contrary to the principle of consumer protection.

Nevertheless, this study finds a significant regulatory gap. First, no implementing regulation yet specifically requires the integration of halal certification data from BPJPH's SIHALAL system into the merchant registration systems of food delivery platforms, so that verification of halal status still depends on merchants' good faith or on private mechanisms applied inconsistently by each platform. The absence of a dedicated feature indicating the halal status of food on delivery applications further increases the risk of information asymmetry between merchants and Muslim consumers (Ruslang, 2025). Second, the Halal Product Assurance Law and its implementing regulations were formulated primarily with an orientation toward physical products and production processes, and thus do not yet explicitly regulate specific norms and sanctions for halal claims conveyed in the form of text, images, or digital symbols on an online storefront. Third, the limitation of platform liability through standard-form clauses in terms of service has the potential to create an imbalance in bargaining position between the platform and the consumer, given that the platform inherently also derives economic benefit from every transaction it facilitates.

A similar problem previously occurred with packaged food products before the era of digital platforms, as found in cases involving the circulation of foreign-origin food products bearing false halal labels in a number of major cities (Revin et al., 2017). A study on the effectiveness of the Halal Product Assurance Law likewise concludes that the main problem lies not in the absence of norms, but in weak field-level supervision and enforcement (Fajaruddin, 2018). This finding is relevant when projected onto the digital sphere, where the scale and speed of transactions on food delivery platforms in fact increase the potential for similar violations if not balanced by an adequate technology-based supervisory system, as also shown by a study on the mechanism of delivery-order-based food sales on the ShopeeFood feature, which highlights the minimal verification of the halal status of products uploaded by merchants (Mahmud & Hipni, 2022).

This study presents three recommendations based on the overall discussion. First, there is a need for technical regulation to require food delivery platforms to explicitly include a halal certificate number verification system from SIHALAL in the merchant registration process and display on the shopfront. Secondly, the implementing regulations of the Halal Product Assurance Law or a revision of the PMSE Regulation should affirm norms on the limits and form of platform liability as a PPMSE, so that such liability does not rest solely on standard-form clauses drafted unilaterally by platforms. Third, the collaborative supervisory function among BPJPH, the Ministry of Trade, and associations of the providers of electronic systems needs to be strengthened to build a responsive reporting and enforcement mechanism on misleading halal claims within the food delivery ecosystem.

Conclusion

The legal liability for the existence of halal claims not corresponding to fact on food delivery platforms is multi-layered, and involves more than one legal subject. The business actor who actively includes such a claim is the merchant who is primarily responsible legally civil, administrative and possibly criminal under Law Number 33 of 2014 concerning Halal Product Assurance, Government Regulation Number 42 of 2024 and Law Number 8 of 1999 concerning Consumer Protection. As an Electronic Trading System Provider based on Government Regulation Number 80 of 2019, the platform provider is not entirely free from legal responsibility and can be held jointly responsible and accountable if proven negligent in performing its supervisory function of misleading halal-claim content in the electronic system it manages. The problem of the regulatory gap on the integration of halal certification data and the limits of platform liability in the digital food delivery ecosystem needs to be urgently addressed by the stronger technical regulation and collaborative supervision between institutions to provide legal certainty for merchants and the best protection for Muslim consumers in Indonesia.

Acknowledgments

None.

Conflicts of interest

None.

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