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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 such as GoFood, GrabFood, and ShopeeFood has transformed food purchasing behavior in Indonesia, including access to halal food for Muslim consumers. A legal issue arises when merchants independently display halal claims on digital platforms without obtaining official halal certification from the Halal Product Assurance Organizing Agency (BPJPH), while platform providers generally disclaim responsibility for the accuracy of such information. This article analyzes the legal liability of merchants for misleading halal claims and examines the potential liability of platform providers from the perspective of consumer protection. Using a normative juridical method with statutory and conceptual approaches, this study examines Law Number 33 of 2014 on Halal Product Assurance, Law Number 8 of 1999 on Consumer Protection, and Government Regulation Number 80 of 2019 on Trade through Electronic Systems, supported by secondary legal materials. The findings indicate that merchants bear primary civil, administrative, and criminal liability for false halal claims under the principle of fault-based liability. Platform providers may also bear legal responsibility if they fail to exercise reasonable supervision as Electronic Trading System Providers (PPMSE). The study concludes that integrating BPJPH's SIHALAL database with merchant registration systems and establishing clearer rules on platform liability are essential to strengthen legal certainty and enhance consumer protection for Muslim consumers in Indonesia.

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

Introduction

As the country with the largest Muslim population in the world, Indonesia treats the assurance of halal food products as both a legal necessity and a fundamental religious need. This need received a firm normative foundation with the enactment of Law Number 33 of 2014 on Halal Product Assurance (Halal Product Assurance Law), which requires products entering, circulating, and traded within Indonesian territory to be halal-certified, unless explicitly declared as non-halal products (Law Number 33 of 2014). This obligation was subsequently reinforced through Government Regulation Number 42 of 2024 on the Administration of Halal Product Assurance, which sets out in detail the stages of certification, the obligations of business actors, and the administrative sanctions for violators (Government Regulation Number 42 of 2024).

On the other hand, digital transformation has given rise to a new business model in the form of online food delivery platforms, such as GoFood, GrabFood, and ShopeeFood, which

electronically connect culinary merchants with consumers. Research shows that the absence of a dedicated feature indicating the halal status of food on delivery applications constitutes a distinct problem for Muslim consumers, given the dominant Muslim population in Indonesia (Ruslang, 2025). In practice, many merchants include the word "halal," a star symbol, or promotional narratives implying the halal status of their products on their digital storefronts without an accompanying official halal certificate from BPJPH, thereby creating potential harm for consumers who base their purchasing decisions on such claims.

The phenomenon of misleading halal claims is not merely a matter of business ethics but has given rise to concrete legal problems. The case of the Ayam Goreng Widuran restaurant in Solo, for instance, revealed the use of a halal symbol without a valid certification basis, while the raw materials used in fact contained a forbidden element a violation directly contrary to Articles 4 and 25 of the Halal Product Assurance Law (Hukum online, 2025). This issue becomes more complex when transactions take place through a digital platform, because the legal relationship involves three parties at once: the merchant as 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) provides that domestic PPMSEs and Intermediary Service Providers also bear responsibility for the legal impact arising from the existence of illegal electronic content on their systems (Government Regulation Number 80 of 2019), yet this provision does not specifically regulate platform liability concerning 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 study employs a normative juridical method, namely legal research that focuses on examining the norms and principles of applicable positive law (Ibrahim, 2006, as cited in Ersella & Nurhayani, 2025). The approaches used are the statutory approach and the conceptual approach. The statutory approach is carried out by examining Law Number 33 of 2014 on Halal Product Assurance together with its implementing regulations, Law Number 8 of 1999 on Consumer Protection, and Government Regulation Number 80 of 2019 on Trade through Electronic Systems. The conceptual approach is used to build an analytical framework regarding the concept of legal liability, in particular the principle of liability based on fault and the principle of joint and several liability, in the context of three-party electronic transactions.

The legal materials used consist of primary legal materials in the form of relevant statutes and regulations, secondary legal materials in the form of scholarly journals, prior research findings, legal articles, and reporting from reputable legal media, as well as tertiary legal materials in the form of legal dictionaries and encyclopedias. Legal materials were collected through library research on statutory documents and scholarly literature, along 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 carried out descriptively and qualitatively using grammatical and systematic interpretation techniques to

formulate the construction of legal accountability applicable to 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 (Government Regulation Number 42 of 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 (Law Number 33 of 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 (Law Number 33 of 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.

When a merchant includes a halal claim without holding a valid halal certificate, that act simultaneously violates Law Number 8 of 1999 on Consumer Protection (Consumer Protection Law). Article 4 of the Consumer Protection Law affirms consumers' right to accurate, clear, and honest information regarding the condition of goods and/or services, while Article 8 paragraph (1) prohibits business actors from producing or trading goods that do not conform to the label, packaging information, description, advertisement, or sales promotion of those goods (Law Number 8 of 1999). A halal claim included by a merchant without a certification basis constitutes misleading information that directly contravenes this prohibition, thereby opening the way for consumers to claim compensation as provided under Article 19 of the Consumer Protection Law.

The construction of a merchant's legal accountability in this respect is multidimensional. Under civil law, a merchant may be held liable under the principle of liability based on fault, whereby an aggrieved consumer is entitled to claim compensation if it can be proven that the merchant was at fault or negligent in including an untrue halal claim. Under administrative law, pursuant to Government Regulation Number 42 of 2024, BPJPH is authorized to impose administrative sanctions ranging from written warnings, withdrawal of products from circulation, and temporary suspension of business activities, to fines, upon business actors who violate their halal product assurance obligations (Hukumonline, 2025). Under criminal law, if the element of intent to mislead consumers can be proven, a merchant may potentially be subject to the criminal provisions under both the Consumer Protection Law and the Halal Product Assurance Law, although in enforcement practice the administrative and civil channels are pursued more often than the criminal channel.

2. The Limits of Liability of Food Delivery Platform Providers

The position of food delivery platform providers within the Indonesian legal framework is governed by Government Regulation Number 80 of 2019 on Trade through Electronic Systems (PMSE Regulation), which classifies three categories of actors in electronic transactions: Traders, Electronic Trading System Providers (PPMSE), and Intermediary Service Providers (Government Regulation Number 80 of 2019). Platforms such as GoFood, GrabFood, and ShopeeFood generally hold the position of PPMSE, that is, parties that provide electronic communication facilities for trading activities. This position carries the legal consequence of an obligation to protect consumers' rights in accordance with statutory provisions in the field of consumer protection and

to provide a complaint-handling service for consumers (Government Regulation Number 80 of 2019).

The provision most directly relevant to the issue of halal claims is Article 22 paragraph (1) of the PMSE Regulation, which states that if illegal electronic content exists within 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 (Government Regulation Number 80 of 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). Another, more general study on platform providers' responsibility shows that marketplaces bear a supervisory responsibility (duty of care) as managers of a digital ecosystem, even though they are not the direct seller of the products traded (Ersella & Nurhayani, 2025). This principle is relevant to the food delivery context, given that a platform is not merely a passive facility provider but also shapes the structure of the storefront display, including the space afforded 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 (Government Regulation Number 80 of 2019).

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

Based on the analysis in the two preceding subsections, it can be concluded that legal accountability for misleading halal claims on food delivery platforms is multi-layered. The merchant bears primary and direct liability, as it is the party that actively creates and uploads the claim, while the platform provider bears a conditional secondary liability, that is, a liability that arises if the platform is proven to have neglected its supervisory function as a PPMSE. This construction is consistent with the spirit of Article 22 paragraph (1) of the PMSE Regulation, which places joint and several liability on the PPMSE together with the party disseminating illegal content (Government Regulation Number 80 of 2019), and is also consistent with court decisions in other online sale-and-purchase disputes affirming that standard-form clauses that unilaterally limit a business actor's liability 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 & Suradi, 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 (Mujadid & Hipni, 2022).

Based on the overall discussion, this study formulates three recommendations. First, technical regulation is needed that explicitly requires food delivery platforms to integrate a halal certificate number verification system from SIHALAL into the merchant registration process and storefront display. Second, norms concerning the limits and form of platform liability as a PPMSE need to be affirmed in the implementing regulations of the Halal Product Assurance Law or in a revision of the PMSE Regulation, 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 electronic system providers needs to be strengthened in order to build a reporting and enforcement mechanism that is responsive to misleading halal claims within the food delivery ecosystem.

Conclusion

Legal accountability for the inclusion of halal claims that do not correspond to fact on food delivery platforms is multi-layered and involves more than one legal subject. The merchant, as the Business Actor that actively includes such a claim, bears primary legal responsibility civil, administrative, and potentially criminal under Law Number 33 of 2014 on Halal Product Assurance, Government Regulation Number 42 of 2024, and Law Number 8 of 1999 on Consumer Protection. The platform provider, in its position as an Electronic Trading System Provider under Government Regulation Number 80 of 2019, is not entirely free from legal responsibility and may potentially be held jointly and severally liable if proven negligent in performing its supervisory function over misleading halal-claim content within the electronic system it manages. The regulatory gap concerning the integration of halal certification data and the limits of platform liability within the digital food delivery ecosystem remains a problem that must be urgently addressed through stronger technical regulation and inter-institutional collaborative supervision, in order to provide legal certainty for merchants and optimal protection for Muslim consumers in Indonesia.

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Conflicts of interest

The author declares that there is no conflict of interest in the preparation of this article, whether financial, personal, or professional, that could affect the objectivity of the research findings and discussion presented.

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