

ABSTRACT

Iga Dwi Putra, 09220064. *The Legal Protection For Reconditioned Electronic Consumers at The Malang Plaza (Perspective of Act No 8 Year 1999 About Customer Protection and Islamic Law)*. Report. Shariah Business Law Department, Sharia Faculty, The State Islamic University (UIN) Maulana Malik Ibrahim Malang. Supervisor: **Dr. H. Badruddin, M.HI.**

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Today the more and varied goods transaction in the societies, then the problems from the transaction increase too. One of trading transactions in the societies is the need of electronics such as computer, cellular phone, and other products. The flooding of electronic product recently has produced various problems one of them the phenomenon of recycled electronics or called as reconditioned electronics. The goods look as new from the outer side, while if it is looked from the inner side, it is the old one. In this case the consumers are aggrieved, the problem is the customer become the business activities subject to get the biggest profit by the business doers.

The research pays attention to problem of how the understanding of the sellers and the consumers of electronics in Malang Plaza about the customer protection law to the reconditioned electronics, how the customer protection law protects the reconditioned electronics consumers, how the Islamic law protects the reconditioned electronics consumers.

The research included in the empirical research that enter into the field. While the used approach in the research was qualitative approach that is descriptive in nature. The data collection technique is interview with the hand phone sellers and consumers. Data processing and analysis by using editing, verifying, analyzing, and concluding.

The analysis results showed that the sellers and consumers understanding about the consumer protection for reconditioned electronics still low. They just know in glance and even there were those who do not know the Consumer Protection Law. In the Consumer Protection Law, the sellers have violate Article 8 Clause 2 UUPK, they trades defect and used electronics without complete and true information to the consumers. So if the consumers are aggrieved then the consumers able to ask responsibilities to the seller in the form of goods return or the money return as stated in Article 19 Clause 2 of UUPK. And in the Article 23 of UUPK. In the Islamic Law, the protection to consumers the form of *khiyâr* rights, where consumers able to cancel or continue the trading. The sellers responsible to give compensation called *jawâbir*. And also there is hadist that forbid the seller to deceive, in the form of giving wrong information for the sold goods, and do not mix low and high quality goods, and command to explain the defects of the sold goods and forbid to hide the defects.