

**CONSUMER LEGAL REMEDIES FOR DELAYED TICKET REFUNDS
FROM THE PERSPECTIVE OF THE CONSUMER PROTECTION LAW
AND ISLAMIC LAW (A STUDY OF THE DAY6 WORLD TOUR
INDONESIA COMMUNITY)**

THESIS

BY:

SITI INAYATUL HASANAH

SIN 220202110163



**DEPARTMENT OF SHARIA ECONOMIC LAW
FACULTY OF SHARIA
MAULANA MALIK IBRAHIM STATE ISLAMIC UNIVERSITY**

MALANG

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2026

DECLARATION OF THESIS AUTHENTICITY

In the name of Allah,

With full awareness and a sense of responsibility for the development of knowledge, the author hereby declares that the thesis entitled:

**CONSUMER LEGAL REMEDIES FOR DELAYED TICKET REFUNDS
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AND ISLAMIC LAW (A STUDY OF THE DAY6 WORLD TOUR
INDONESIA COMMUNITY)**

This thesis has been entirely written independently in accordance with the principle of academic writing and is fully accountable. Should it later be proven that this research report constitutes plagiarism, either in part or in whole, of another person's work, then this thesis, submitted as a requirement for obtaining a bachelor's degree, shall be declared null and void by law.

Malang, 23th of February 2026
author



APPROVAL PAGE


After reading and reviewing the thesis of Siti Inayatul Hasanah, student ID 220202110163, Department of Sharia Economic Law, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University of Malang, entitled:

**CONSUMER LEGAL REMEDIES FOR DELAYED TICKET REFUNDS
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AND ISLAMIC LAW (A STUDY OF THE DAY6 WORLD TOUR
INDONESIA COMMUNITY)**


The Advisor hereby declares that the thesis has fulfilled the scientific requirements to be submitted and examined by the Board of Examiners.

Malang, 23rd of February 2026

Acknowledged by,
Head of the Department of
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







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MOTTO

*“He is the One Who smoothed out the earth for you, so move about in its regions
and eat from His provisions. And to Him is the resurrection [of all].”*

QS Al-Mulk: 67

“Feel the fear, do it scared, and you will see how precious life really is”

PREFACE

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Alhamdulillahirabbil' alamin All praise is due to Allah, Lord of the worlds, for His mercy and guidance that have enabled the completion of this research entitled “*Consumer Legal Remedies For Delayed Ticket Refunds From The Perspective of The Consumer Protection Law and Islamic Law (A Study of The Day6 World Tour Indonesia Community)*” It is hoped that this study will provide benefits both to the researcher and to its readers. Peace and blessings be upon Prophet Muhammad (peace be upon him), who has guided humanity from darkness into the light.

With the invaluable guidance, supervision, and support provided by various parties during the completion of this thesis, the author would like to extend sincere appreciation to:

1. Prof. Dr. Hj. Ilfi Nur Diana, M. Si., as the Rector of Maulana Malik Ibrahim State Islamic University of Malang
2. Prof. Dr. Hj. Umi Sumbulah, M. Ag., as the Dean of the Sharia Faculty
3. Dwi Hidayatul Firdaus, S.HI, M.SI as the Head of the Department of Sharia Economic Law
4. Ahmad Sidi Pratomo, SH., MA as the author’s academic advisor during her studies at Maulana Malik Ibrahim State Islamic University of Malang, for his invaluable guidance, insightful advice, and continuous motivation
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8. Special thanks to my beloved parents, Ibu and Bapak. Thank you for their unconditional love, sacrifices, and support which have enabled author to pursue higher education and complete her studies to obtain a bachelor's degree. Sincere appreciation is also extended to author's siblings, Mas Arif, Mbak Diah, and Ara, who have always been a source of encouragement and light in every step of her journey. Thank you for the unwavering support, both materially and immaterially. May they always be granted good health, abundant sustenance, and long life to witness the author achieve her dreams.
9. To my fellow comrades, who accompanied me throughout my college journey. Thank you for the stories, warm hugs, help, and kindness, love you all.
10. All parties involved in the completion of this thesis whom the author cannot mention individually.
11. Finally, Thank you to myself for persevering throughout this journey. Thank you to my soul for staying strong, even though countless times you almost gave up. It does not matter how slowly you go as long as you do not stop. Thank you for trying your best to complete your studies well. May you remain strong in pursuing your dreams one by one, amen.

With the completion of this thesis, it is hoped that the knowledge gained throughout the author's academic journey may bring benefit both in this world and

in the hereafter. It is also hoped that the education received in the Sharia Economic Law Study Program, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University of Malang, will be valuable in the future. The author fully acknowledges that this thesis is far from perfect due to certain limitations, including constraints in knowledge and insight. Therefore, constructive criticism and suggestions from readers are sincerely welcomed in order to improve the quality of this work.

Malang, 23th of February 2026
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TRANSLITERATION GUIDELINES

In the writing of scientific papers, the use of foreign terms is often inevitable. According to the General Guidelines for Indonesian Spelling, foreign words are generally written in italics. For Arabic terms, there are specific transliteration guidelines that apply internationally. The following table presents these transliteration guidelines as a reference for academic writing. The Arabic–Indonesian transliteration system used by the Faculty of Sharia at Maulana Malik Ibrahim State Islamic University of Malang follows the Library of Congress (LC) model of the United States, as outlined below:

Arab	Indonesia	Arab	Indonesia
ا	.	ط	T
ب	B	ظ	Z
ت	T	ع	.
ث	Th	غ	Gh
ج	J	ف	F
ح	H	ق	Q
خ	Kh	ك	K
د	D	ل	L
ذ	Dh	م	M
ر	R	ن	N
ز	Z	و	W
س	S	ه	H
ش	Sh	ء	.
ص	S	ي	y
ض	D		

To indicate a long vowel sound (*madd*), a horizontal line is placed above the letter, as in ā, ī, and ū (أ, ي, و). Arabic diphthongs are transliterated by combining the letters “ay” and “aw,” as in layyinah and lawwāmah. Words ending in *tā’ marbūṭah* that function as adjectives or *muḍāf ilayh* are transliterated with “ah,” while those functioning as *muḍāf* are transliterated with “at.

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ABSTRAK

Siti Inayatul Hasanah, NIM 220202110163. Upaya Hukum Konsumen Atas Keterlambatan Pengembalian Dana Tiket Konser Day6 Indonesia World Tour Perspektif Undang-Undang Perlindungan Konsumen Dan Hukum Islam, Skripsi, Program Studi Hukum Ekonomi Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang, Pembimbing: Kurniasih Bahagiati, M.H

Kata Kunci: Upaya Hukum Konsumen, Tiket Konser, Perlindungan Hukum, Hukum Islam

Industri hiburan khususnya penyelenggaraan konser musik melibatkan hubungan hukum antara promotor sebagai pelaku usaha dan konsumen. Perubahan venue konser Day6 Indonesia World Tour dari Jakarta International Stadium ke Stadion Madya Gelora Bung Karno oleh PT Melania Citra Permata (Mecimapro) mengakibatkan konsumen mengajukan refund. Namun hingga penelitian ini selesai, sebanyak 1.722 konsumen dengan total nilai refund Rp4,6 miliar belum menerima pengembalian dana, meskipun refund telah dijanjikan sejak April 2025. Kondisi ini menimbulkan ketidakpastian hukum dan kerugian materiil bagi konsumen. Penelitian ini bertujuan untuk menganalisis upaya hukum yang ditempuh konsumen akibat keterlambatan pengembalian dana tiket konser Day6 Indonesia World Tour, serta meninjau keterlambatan tersebut berdasarkan perspektif Undang-Undang Perlindungan Konsumen dan Hukum Islam. Penelitian ini menggunakan metode penelitian hukum empiris dengan pendekatan kualitatif, melalui wawancara informan, studi dokumentasi, dan peraturan perundang-undangan.

Hasil penelitian menunjukkan bahwa konsumen menempuh upaya hukum secara bertahap, mulai dari upaya individual melalui pengisian formulir refund dan komunikasi via email dan media sosial, hingga upaya kolektif melalui perwakilan konsumen My Day Berserikat. Upaya kolektif tersebut mencakup mediasi yang difasilitasi oleh BPKN dan Kementerian Perdagangan, serta audiensi dengan YLKI. Namun belum memperoleh kepastian pengembalian dana sehingga membuka kemungkinan penyelesaian melalui jalur litigasi. Dalam perspektif hukum Islam, penundaan refund bertentangan dengan prinsip pemenuhan akad, larangan zalim, serta perlindungan harta (*hifz al-māl*) sebagai salah satu tujuan dari *maqāṣid syarī'ah*.

ABSTRACT

Siti Inayatul Hasanah, SID 220202110163. Consumer Legal Remedies For The Delay In Ticket Refunds Of The Day6 Indonesia World Tour Concert From The Perspective Of The Consumer Protection Law And Islamic Law, Thesis, Department of Sharia Economic Law, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University Malang, Thesis Advisor: Kurniasih Bahagiati, M.H

Keywords: Consumer Legal Remedies, Concert Tickets, Legal Protection, Islamic Law

The entertainment industry, particularly music concert organization, involves a legal relationship between promoters as business actors and consumers. The change of venue for the Day6 Indonesia World Tour concert from Jakarta International Stadium to Stadion Madya Gelora Bung Karno by PT Melania Citra Permata (Mecimapro) resulted in consumers submitting refund requests. However, until the completion of this research, 1,722 consumers with a total refund value of Rp4.6 billion had not received their refunds, although the refund had been promised since April 2025. This condition created legal uncertainty and material losses for consumers. This study aims to analyze the legal remedies undertaken by consumers due to delays in refunding concert ticket payments for the Day6 Indonesia World Tour and to examine such delays from the perspectives of Consumer Protection Law and Islamic Law. This research employs an empirical legal research method using a qualitative approach through interviews with informants, documentation studies, and analysis of statutory regulations.

The results show that consumers pursued legal remedies gradually, beginning with individual efforts through refund forms and communication via email and social media, followed by collective actions through consumer representatives, My Day Berserikat. These collective efforts included mediation facilitated by the National Consumer Protection Agency (BPKN) and the Ministry of Trade, as well as hearings with the Indonesian Consumers Foundation (YLKI). However, legal certainty regarding refund realization has not been achieved, thereby opening the possibility of dispute resolution through litigation. From the perspective of Islamic law, the delay in refund payments contradicts the principle of fulfilling contracts, the prohibition of injustice, and the protection of property (*hifz al-māl*) as one of the objectives of *maqāṣid al-sharī'ah*.

خالصة

سبتي عناية الحسنة، رقم الهوية الجامعية ١٦٣٠١١٠٢٠٢٢٠٢٢٠، لجهود القانونية للمستهلكين المتعلقة بتأخير في جولتها في إندونيسيا من منظور قانون حماية المستهلك Day6 استرداد أموال تذاكر حفلة فرقة الموسيقى والقانون الإسلامي، رسالة جامعية، قسم فقه الاقتصاد الإسلامي، كلية الشريعة، جامعة مؤلان مالك إبراهيم الإسلامية الحكومية في مالانغ، المشرف: كيرنياسيه باهاغياتي م.ح

كلمات مفتاحية: الجهود القانونية للمستهلك، تذاكر الحفلات، الحماية القانونية، القانون الإسلامي

صناعة الترفيه، وخاصة تنظيم حفلات الموسيقى، تنطوي على علاقة قانونية بين المنظمين كمارسين في جولة إندونيسيا من ملعب جاكارتا الدولي إلى ملعب Day6 تجاريين والمستهلكين. تغيير مكان حفل فرقة أدى إلى تقديم PT Melania Citra Permata (Mecimapro) ماديا جيلورا بونغ كارنو من قبل شركة المستهلكين طلبات استرداد. ومع ذلك، حتى انتهاء هذا البحث، لم يتلقَ ١٧٢٢ مستهلكًا بمجموع قيمة استرداد ٤.٦ مليار روبية استرداد الأموال، على الرغم من أن استرداد الأموال قد تم وعد به منذ أبريل ٢٠٢٥. تسبب هذا الوضع في عدم اليقين القانوني والخسائر المادية للمستهلكين. تهدف هذه الدراسة إلى تحليل الجهود القانونية، في جولة إندونيسيا العالمية Day6 التي يبذلها المستهلكون نتيجة تأخير استرداد أموال تذاكر حفل فرقة وكذلك مراجعة هذا التأخير من منظور قانون حماية المستهلك والشريعة الإسلامية. تستخدم هذه الدراسة منهج البحث القانوني التجريبي بأسلوب نوعي، من خلال المقابلات، ودراسة الوثائق، والقوانين والتشريعات.

أظهرت نتائج البحث أن المستهلكين يتخذون خطوات قانونية بشكل تدريجي، بدءًا من الجهود الفردية من خلال ملء استمارة الاسترداد والتواصل عبر البريد الإلكتروني ووسائل التواصل الاجتماعي، وصولاً إلى تشمل الجهود الجماعية الوساطة My Day Berserikat. الجهود الجماعية من خلال تمثيل المستهلكين في ومع ذلك، لم يتم الحصول YLKI ووزارة التجارة، بالإضافة إلى جلسات الاستماع مع BPKN التي تسهلها على تأكيد لاسترداد الأموال، مما يفتح المجال لإمكانية الحل من خلال المسار القضائي. من منظور القانون الإسلامي، فإن تأجيل استرداد الأموال يتعارض مع مبدأ الوفاء بالعقد، وتحريم الظلم، وحماية المال (حفظ المال) كأحد أهداف مقاصد الشريعة.

CHAPTER I

INTRODUCTION

A. Background

The increasingly modern era has had a widespread influence on various aspects of human life. In accordance with this, economic growth continues to increase from year to year, accompanied by significant progress in various sectors, including the entertainment industry.¹ The entertainment industry, particularly the organization of music concerts, constitutes a segment of the service sector that involves legal relationships between business actors and consumers. Accordingly, consumers are entitled to receive services that are consistent with the information provided and the agreements established at the outset.

The increasing popularity of international artists has contributed to the emergence of companies providing concert promotion and event organizing services. One of the well-known promoters in Indonesia is PT Melania Citra Permata, which has been actively bringing artists from South Korea since 2015. In early 2025, PT Melania Citra Permata invited the renowned South Korean band Day6 to perform in Indonesia. The organization of the Day6 concert in Indonesia generated significant enthusiasm among the band's fans, known collectively as My Day, who eagerly purchased tickets to see their idols' performance.

¹ Naura Afifa Louisa Tindangen and Sylvana Murni Deborah Hutabarat, 'Pertanggungjawaban Pelaku Usaha Berdendang Bergoyang Festival 2022 Atas Ketidaksesuaian Janji Menurut Undang-Undang Perlindungan Konsumen', *Jurnal Interpretasi Hukum*, 4.3 (2023), 576–85.

However, in its implementation, the organization of the concert has given rise to various problems. One such issue that has emerged is the change in the concert venue from the originally planned Jakarta International Stadium (JIS) to the Madya Stadium at Gelora Bung Karno (GBK). This change in location has elicited objections from some consumers, as it deviates from their initial expectations at the time of ticket purchase, thereby prompting them to cancel their participation and request refunds.²

The change in venue prompted the promoter to open a mechanism for requesting refunds for consumers who chose to cancel their tickets. However, in practice, consumers encountered various problems, including delays in refunds exceeding the promised timeframe.

According to reports from the consumer representative Fans Day6, Mecima Pro has yet to process refunds or return ticket funds for 1,722 consumers total Rp4.6 billion.³ Based on interviews with affected consumers, one individual with the initials S stated that they had not received a refund from the promoter; the refund was promised for April, but the promoter has not yet disbursed it.⁴ This situation has caused material losses and legal uncertainty for consumers, and it potentially violates consumer rights as stipulated in Law No. 8 of 1999 on Consumer Protection (UUPK), particularly the right to compensation and restitution

² Adinda Jasmine, 'Ramai Keluhan Di Konser DAY6 Jakarta, Fans Bandingkan Promotor Mecimapro Dan Dyandra', *TEMPO*, 2025 <<https://www.tempo.co/teroka/ramai-keluhan-di-konser-day6-jakarta-fans-bandingkan-promotor-mecimapro-dan-dyandra-1334564>>.

³ Kiswondari, 'Rp4,6 M Tiket Konser Day6 Belum Direfund Mecima Pro, My Day Berserikat Ngadu Ke DPR', *Berita Nasional Media Pencerah Bangsa*, 2025 <<https://beritanasional.com/detail/122557/rp46-m-tiket-konser-day6-belum-direfund-mecima-pro-my-day-berserikat-ngadu-ke-dpr>>.

⁴ Interview with consumer S on September 12th, 2025 via online

The conditions experienced by the audience of the Day6 concert clearly resulted in material losses and simultaneously infringed upon consumers' rights to comfort, safety, and fairness, which are recognized as fundamental consumer rights under Law Number 8 of 1999 on Consumer Protection.⁵ In terms of Indonesian Civil Code (KUHPer), the actions of the promoter, acting as a business actor, may be categorized as a breach of contract (*wanprestasi*). If the promoter commits such a breach without a lawful justification, such as force majeure, then pursuant to Article 1243 in conjunction with Article 1244 of the Civil Code, the promoter is obligated to provide compensation in accordance with the initial agreement.⁶

In terms of Islamic law, particularly within the field of *muamalah*, which governs human interactions, especially those related to property in accordance with Islamic principles, there are clear regulations concerning consumer protection. In the Islamic perspective, consumer protection constitutes an obligation that must be fulfilled and serves as a fundamental prerequisite for the successful implementation of *muamalah* activities.⁷

Transactions between business actors and consumers are closely related to the principle of safeguarding property. Within the framework of *Maqāshid al-Sharī'ah*, the concept of *Hifz al-Māl* emphasizes the importance of preserving and protecting wealth from financial loss, deprivation of benefit, or the emergence of legal liability toward other parties as a result of unforeseen events. Islam strictly

⁵ Article 4 Law of The Republic of Indonesia Number 8 Year 1999 Concerning Consumer Protection

⁶ Syaiful Badri, Pristika Handayani, and Tri Anugrah Rizki, 'Ganti Rugi Terhadap Perbuatan Melawan Hukum Dan Wanprestasi Dalam Sistem Hukum Perdata : Compensation for Acts Against the Law and Default in the Civil Law System', *Jurnal Usm Law Review*, 7.2 (2024), 978 <<https://journals.usm.ac.id/index.php/julr/article/view/9440>>.

⁷ Ika Yunia Fauzia and Abdul Kadir Riyadi, *Prinsip Dasar Ekonomi Islam Perspektif Maqashid Al-Syariah* (Jakarta: Kencana, 2014).

prohibits any acts that damage or unlawfully appropriate property, such as theft, robbery, and similar crimes, which fall under the negative (*salbiyah*) dimension of property protection.⁸ Therefore, any transaction that has the potential to cause harm to consumers must be assessed from the standpoint of property protection within Islamic law.

In this context, the delay in issuing refunds and the deduction of refund amounts experienced by consumers indicate a potential violation of the principle of property protection. The principle of *lā ḍarar wa lā ḍirār* which prohibits any form of harm, whether direct or indirect provides a strong normative foundation that withholding consumers' funds without lawful justification constitutes an impermissible act.⁹ Furthermore, Islamic law recognizes the concept of *ḍamān al-maghrūr*, which refers to compensation arising from deception or misrepresentation. This principle is intended to protect individuals from acts that cause harm through misleading conduct. Accordingly, any party whose actions result in loss to another due to deception is obligated to provide compensation for the damage incurred.¹⁰

Consumer protection from an Islamic perspective constitutes both a moral responsibility and a legal obligation aimed at upholding the principle of justice and

⁸ Fauziyyah Afifah and Rahmat Hidayat, 'Pengaturan Retur Barang Oleh Pihak Ekspedisi Pada Aplikasi Shopee Perspektif Maqashid Syari'ah', *Legal Standing Jurnal Ilmu Hukum*, 8.3 (2024), 1004–15 <<https://journal.umpo.ac.id/index.php/LS/article/view/10820>>.

⁹ Mohammad Fahmy, Bin Rapae, and Muhamad Zen, 'Perbandingan Konsep La Dharar Wa La Dhirar Dalam Fiqh Klasik Dengan Regulasi Perlindungan Konsumen Syariah Kontemporer', *Integrative Perspectives of Social and Science Journal*, 2.06 November (2025), 8363 <<https://ipssj.com/index.php/ojs/article/view/971>>.

¹⁰ Dwi Juwita Runjani, 'Perlindungan Hak Konsumen Dalam Perspektif, Amanda Tikha Santriati Sekolah Tinggi Agama Islam Nahdhlatul Ulama, and Sekolah Tinggi Agama Islam Nahdhlatul Ulama.', *Opinia De Journal*, 2.2 (2022), 32–51.

creating benefits for all parties.¹¹ The benefits in question encompass the realization of utility and balance between the interests of service providers and consumers, ensuring no party suffers loss. In this context, legal protection under Islam not only focuses on resolving disputes that have arisen but also emphasizes preventive measures against injustice by applying values of transparency, accountability, and honesty in all forms of muamalah transactions.¹²

Based on the foregoing background, this study is entitled, “Consumer Legal Remedies For Delayed Ticket Refunds From The Perspective of The Consumer Protection Law and Islamic Law (A Study of The Day6 World Tour Indonesia Community)” This research focuses on the legal efforts undertaken by consumers to assert their rights, as well as an analysis from the perspective of Islamic law regarding the delay in ticket refunds for the Day6 Indonesia World Tour concert. Accordingly, this study is expected to provide an academic contribution to understanding the application of Islamic principles of justice within the framework of modern consumer protection, while simultaneously strengthening the national legal system in a manner that upholds justice and is grounded in Islamic moral values.

B. Research Question

Based on the background description, the problems to be discussed are formulated as follows:

¹¹ Rozan Avif and Muhammad Julijanto, ‘PERLINDUNGAN KONSUMEN DALAM PERSPEKTIF SYARIAH: Kajian Pustaka Prinsip ‘Adl, Sidq Dan Larangan Gharar Serta Riba’, *JSE: Jurnal Sharia Economica*, 5.1 (2026), 325–36 <<https://jurnal.staim-probolinggo.ac.id/index.php/JSE/article/view/3226>>.

¹² Dito Anurogo, *Pengantar Fiqh Muamalah* (Solok: PT Mafy Media Literasi Indonesia, 2023).

1. What legal remedies are pursued by consumers as a results of the delay in ticket refunds for the DAY6 Indonesia World Tour Concert?
2. How is the delay in ticket refunds for the DAY6 Indonesia World Tour Concert from the perspective of Islamic law?

C. Research Objective

Based on the research question above, the objectives of this research are:

1. To identify and analyze the legal remedies pursued by consumers as a result of the delay in the refund of tickets for the Day6 Indonesia World Tour concert
2. To analyze the delay in the refund of tickets for the Day6 Indonesia World Tour concert from the perspective of Islamic law

D. Research Significant

1. Theoretical Significance

This research is expected to contribute to the development of Islamic legal scholarship, particularly in the field of *mu'āmalah* and consumer protection. It also aims to enrich contemporary Islamic legal literature by demonstrating the relevance of *Sharī'ah* principles in addressing modern economic issues, including promotional practices and the organization of music concerts.

2. Practical Significance

This research is expected to provide greater understanding to the public, particularly Muslims, regarding the importance of implementing *Sharī'ah* principles in economic and entertainment activities.

3. Academic Significance

For academics, this study is expected to serve as a scholarly reference for students and researchers who are interested in examining the relationship between Islamic law and consumer protection.

E. Operational Definitions

In order to avoid multiple interpretations and prevent gaps in understanding, a detailed clarification of the issues under study is required. Therefore, this research necessitates operational definitions. Operational definitions function to provide clear boundaries to the concepts employed, thereby facilitating both the researcher's and the readers' understanding of the context and scope of the study.

1. Consumer Legal Remedies

Consumer legal remedies refer to a set of rights and procedural actions granted by statutory regulations to consumers who have suffered losses. In the context of this study, it denotes the legal measures that may be pursued by consumers as a result of a breach of contract committed by the promoter, acting as a business entity, in order to claim compensation, damages, and the fulfillment of their rights.

2. Islamic Law

In this study, Islamic law refers to the principles of *fiqh al-mu'āmalah* and *maqāṣid al-sharī'ah*, particularly the principle of *ḥifẓ al-māl* (protection of property), which is employed to assess the delay in refunds as a form of either compliance with or breach of contract (*'aqd*) within service transactions.

F. Systematics of Discussion

In the preparation of this research entitled “Consumer Legal Remedies For Delayed Ticket Refunds From The Perspective of The Consumer Protection Law and Islamic Law (A Study of The Day6 World Tour Indonesia Community)” the following structure of writing will be employed:

Chapter I Introduction, contains a general explanation of the background of the problem, research questions, research objectives, research significant, operational definitions, and systematics of discussion

Chapter II Literature Review presents prior studies containing information on research previously conducted that shares similarities and differences with the present study. This chapter also includes the theoretical framework, which elaborates on the relevant theories related to the object of research, namely “Consumer Legal Remedies For Delayed Ticket Refunds From The Perspective of The Consumer Protection Law and Islamic Law (A Study of The Day6 World Tour Indonesia Community)”

Chapter III Research Methodology outlines the research methods employed in this study, including the type of research, research approach, research location, data sources, methods of data collection, and methods of data analysis.

Chapter IV Discussion constitutes the core of this thesis. This chapter presents and analyzes the data in accordance with the formulated research questions, namely: (1) What legal remedies are pursued by consumers as a results of the delay in ticket refunds for the DAY6 Indonesia World Tour Concert? (2) How is the delay in ticket

refunds for the DAY6 Indonesia World Tour Concert from the perspective of Islamic law?

Chapter V Conclusion consists of conclusions and recommendations. The conclusions summarize the findings of the research and provide concise explanations based on the results obtained. The recommendations contain opinions and proposals offered as considerations for resolving issues related to the research, with the expectation that they may serve as material for evaluation and improvement.

CHAPTER II

LITERATURE REVIEW AND THEORETICAL FRAMEWORK

A. Previous Research

Previous research refers to studies conducted by other researchers that are related to the current research topic. The inclusion of previous research aims to show the similarities and differences between existing research and the research currently being conducted. Through a review of previous research, researchers can confirm the position of their research while also demonstrating the novelty that characterizes this research. Several previous studies that are relevant to the issues in this study can be described as follows:

1. Research conducted by Zidan Azayda Sabil and Indah Parmitasari (2024), titled "*Perlindungan Konsumen terhadap Hak Memperoleh Informasi dalam Pembatalan Secara Sepihak (Studi Kasus Konser K-Pop We all are one)*" employs a normative juridical research method. The findings indicate that consumer protection concerning the right to obtain information in cases of unilateral concert cancellations has not been fully implemented in accordance with the provisions of the Consumer Protection Law (UUPK). PT Coution Live, as the promoter of the K-pop concert "We All Are One," merely conveyed information regarding the concert postponement as a gesture of respect for the Itaewon tragedy of 2022, yet failed to provide accurate, honest, and clear official explanations about the unilateral cancellation, as obligated under Article 7 letter b of the UUPK. Furthermore, the promoter's accountability for the concert

cancellation does not fully comply with UUPK provisions. The actions of PT Coution Live constitute tortious acts, as they caused losses to consumers. The promoter offered compensation or restitution equivalent to only 68% of the ticket price, which contravenes Article 19 paragraph (2) of the UUPK.¹³

2. Research conducted by Tio Gunarsyah et al. (2023), titled "*Manajemen Krisis Event Organizer Xcreative dalam Mengembalikan Kepercayaan Publik*" employs a qualitative research method. The findings reveal that Xcreative's crisis management to restore public trust was implemented through direct apologies and compensation in the form of full payment and refunds to all affected parties. The refund process was promptly opened immediately after the crisis occurred. Additionally, Xcreative formulated a reputation recovery plan and strategy by establishing two special teams and fulfilling their promise through the re-execution of the I'Fest 2021 event.¹⁴
3. Research conducted by Wafiq Alya, titled "*Perlindungan Hukum terhadap Konsumen dalam Transaksi E-Commerce Merchandise K-pop*" (2024), utilizes a normative juridical research method. The findings indicate that some business actors still include standard clauses in transaction terms and conditions. Consumer protection in online K-pop merchandise sales

¹³ Zidan Azayda Sabil and Indah Parmitasari, 'Perlindungan Konsumen Terhadap Hak Memperoleh Informasi Dalam Pembatalan Konser Secara Sepihak (Studi Kasus Konser K-Pop We All Are One)', *Prosiding Seminar Hukum Aktual Fakultas Hukum Universitas Islam Indonesia*, 2 (2024), 1–17 <<https://store.sirclo.com/blog/peluang-bisnis-promotor-musik/amp/>>.

¹⁴ Lalu Muhammad and others, 'Manajemen Krisis Event Organizer Xcreative Dalam Mengembalikan Kepercayaan Publik (Studi Kasus Pembubaran Acara Festival Musik Bertajuk "i'Fest Sing a Long Ga Si" 2021)', *Jurnal Ilmiah Mahasiswa Komunikasi Universitas Mataram*, 5.1 (2023), 58–67.

transactions is clearly regulated by legislation, yet its implementation requires strengthening to ensure business actors comply with all legal provisions and do not harm consumers. Business actors are obligated to provide goods matching their descriptions and to bear responsibility for all forms of losses experienced by consumers due to default or negligence in transactions.¹⁵

4. Research conducted by Rifqiyati, titled "*Tinjauan Hukum Islam dan Hukum Positif terhadap Paid Promote di Instagram (@seputar_kpop)*" (2020), employs a qualitative research method with a normative juridical approach. The findings reveal that in the paid promote service business practice on the @seputar_kpop account, fraudulent acts occurred in the promoted advertisements due to the absence of verification processes by the account owner toward service users. Legal protection for followers is also weak, as no complaint handling mechanism is available. Moreover, the relationship between paid promote service users and the @seputar_kpop account owner lacks clarity regarding rights and obligations due to the absence of a written agreement. This condition demonstrates that transactions without written agreements are highly prone to fraud and losses for consumers or account followers.¹⁶

¹⁵ Alya Wafiq, 'Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Merchandise Korean Pop Dilihat Dari Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen' (Universitas Islam Sumatera Utara, 2024) <<https://repository.uisu.ac.id/handle/123456789/3697>>.

¹⁶ Rifqiyanti, 'Tinjauan Hukum Islam Dan Hukum Positif Terhadap Paid Promote Di Sosial Media Instagram (Studi Kasus Akun @seputar_kpop)' (UIN Syarif Hidayatullah Jakarta, 2020) <<https://repository.uinjkt.ac.id/dspace/handle/123456789/56110>>.

5. Research conducted by Praise Apriani Rumondor, titled "*Tanggung Jawab Event Organizer yang Merugikan Konsumen dalam Penjualan Tiket Konser.*" (2024), utilizes a normative legal research method with problem formulation. Based on the research findings, the event organizer's (EO) responsibility toward consumers encompasses various critical aspects in event organization. The EO is obligated to maintain service quality, provide transparent and accurate information, ensure participant safety and security, offer a refund mechanism in case of cancellation, and prepare complaint channels for consumers. If the EO fails to fulfill these obligations, consumers have a legal basis to file complaints or claims to assert their rights. Thus, the implementation of EO responsibilities must align with consumer protection principles as regulated under the UUPK to foster justice and trust in the relationship between business actors and consumers.¹⁷
6. Research conducted by Rani Badarudin et al., titled " Hak Refund Jual Beli Online pada Aplikasi Shopee Perspektif Hukum Ekonomi Syariah" (2022), employs a qualitative research method (field research). The findings indicate that from the perspective of Sharia Economic Law, the refund right in online sales on Shopee aligns with Sharia principles, particularly based on the legal al kharraju bidhaman—which pertains to the buyer's utilization of the goods serving as consideration for the obligation to replace the sold item in cases of damage or loss, provided it

¹⁷ Praise Apriani Rumondor, 'TANGGUNG JAWAB EVENT ORGANIZER YANG MERUGIKAN KONSUMEN DALAM PENJUALAN TIKET KONSER', *Lex Privatum*, 14.No. 3 (2024), 1–12 <<https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/58365>>.

occurs during *khiyar* and complies with the procedures established by the Shopee application.¹⁸

7. Research conducted by Fajar Hardiyanto (2025), entitled “Perlindungan Konsumen dari Unsur Ketidakjelasan pada Transaksi Digital: Studi Kasus Aplikasi Qpon” employed a normative legal research method. The findings reveal the presence of elements of ambiguity in digital transactions conducted through the Qpon application, which may be categorized as *gharar mufrit*, namely excessive uncertainty prohibited under Islamic law. From the perspective of positive law, such practices potentially violate Article 4 and Article 8 of the Consumer Protection Law (UUPK), as well as Article 28 paragraph (1) of the Electronic Information and Transactions Law (UU ITE), as they may mislead consumers.¹⁹
8. Research conducted by Ahmad Qosyim Triyogo Wibowo (2025), entitled “Perlindungan Konsumen pada Transaksi di Marketplace Facebook Perspektif Hukum Islam” employed a normative legal research method with a library research approach. The findings indicate that buying and selling activities conducted through Facebook Marketplace are considered valid under Islamic law, provided that the essential pillars (*arkān*) and conditions (*shurūṭ*) of sale are fulfilled. However, based on the analysis,

¹⁸ Rani Badarudin, dkk, 2022, “Hak Refund Jual Beli Online pada Aplikasi Shopee Perspektif Hukum Ekonomi Syariah” *Journal of Research and Development on Public Policy (Jarvic)*, no. 3(2022):<https://download.garuda.kemdikbud.go.id/article.php?article=3262316&val=28607&title=HAK%20REFUND%20JUAL%20BELI%20ONLINE%20PADA%20APLIKASI%20SHOPEE%20PERSPEKTIF%20HUKUM%20EKONOMI%20SYARIAH>

¹⁹ Fajar Hardiyanto, ‘Perlindungan Konsumen Dari Unsur Ketidakjelasan Pada Transaksi Digital: Studi Kasus Aplikasi Qpon’ (UIN Syarif Hidayatullah Jakarta, 2025) <https://repository.uinjkt.ac.id/dspace/bitstream/123456789/87061/1/11210490000101_Fajar_Hardiyanto.pdf>.

the implementation of consumer protection in transactions on the platform has not fully complied with the provisions stipulated under positive law. Many transactions continue to encounter issues such as unclear seller identities, limited guarantees of product authenticity, and the absence of an adequate payment protection system. Consequently, consumers' rights to security, comfort, safety, and accurate information have not been optimally protected.²⁰

9. Research conducted by Sri Wahyuni *et al.* (2024), entitled "Pelaksanaan Perlindungan Hukum Terhadap Konsumen atas Refund Tidak Terealisasi pada Shopee di Aceh Barat" employed an empirical juridical research method. The findings indicate that the implementation of legal protection for consumers in relation to refunds has not yet operated optimally. Legally, consumers are entitled to receive compensation or damages, as well as replacement of goods or products when the items received do not conform to the agreed order. However, its implementation remains ineffective, as the majority of consumers do not report the issues they experience to the Consumer Protection Foundation (YAPKA) or the relevant authorities.²¹

10. Research conducted by Dita Puspita Anggraeni (2024), entitled "*Perlindungan Hukum Konsumen atas Tindakan Wanprestasi Penyedia*"

²⁰ Ahmad Qosyim Triyogo Wibowo, 'Perlindungan Konsumen Pada Transaksi Di Marketplace Facebook Dalam Perspektif Hukum Islam' (IAIN Ponorogo, 2025) <<https://etheses.iainponorogo.ac.id/32402/1/SKRIPSI-UPLOAD-ETHESES.pdf>>.

²¹ Sri Wahyuni, Muhammad Ikhwan Adabi, and Rahmat Jhowanda, 'Pelaksanaan Perlindungan Hukum Terhadap Konsumen Atas Refund Tidak Terealisasi Pada Shopee Di Kabupaten Aceh Barat', *JURIST ARGUMENTUM: Pemikiran Intelektual Hukum*, *JURIST ARGUMENTUM: Pemikiran Intelektual Hukum*, 2.1 (2024), 44–58 <<http://jurnal.utu.ac.id/argumentum/article/view/9907>>.

Layanan Titip Pembelian Tiket Konser Musik: Studi Kasus pada Akun X @Tokoparmo” demonstrates that acts of breach of contract in the sale and purchase of Coldplay concert tickets committed by proxy service providers such as GDA constituted a violation of the *salam* contract, as they failed to deliver the tickets that had been paid for by consumers. This situation resulted in losses for consumers who were entitled to legal protection as stipulated under the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law (UU ITE). From the perspective of *Maqāṣid al-Sharī‘ah*, such conduct contradicts the principles of *ḥifẓ al-māl* (protection of property), *raf‘ al-ẓulm* (prevention of injustice), and *maṣlahah* (public interest).²²

Table 1. Similarities and Differences of Previous Research

No	Author, Research result, and research methode	Research Result	Similarities	Differences
1.	Zidan Azayda Sabil dan Indah Parmitasari (2024), entitled <i>Perlindungan Konsumen terhadap Hak Memperoleh Informasi dalam Pembatalan Secara Sepihak (Studi Kasus Konser K-Pop We all are one)</i> . This research using normative legal research methods	Information rights protection has not been fully implemented; the promoter only provided compensation amounting to 68% of the ticket price, which is not in accordance with the UUPK.	Discussing concerts and consumer protection based on the Consumer Protection Law	This study focuses on information rights and unilateral termination, while the author's research focuses on refund delays and consumer legal remedies as well as

²² Dita Puspita Anggraeni, 2024, “*Perlindungan Hukum Konsumen atas Tindakan Wanprestasi Penyedia Layanan Titip Pembelian Tiket Konser Musik: Studi Kasus pada Akun X @Tokoparmo*”, (Undergraduate Theses, UIN Maulana Malik Ibrahim Malang), 1 <http://etheses.uin-malang.ac.id/70764/>

				Islamic legal analysis.
2.	Tio Gunarsyah dkk. (2023) entitled <i>Manajemen Krisis Event Organizer Xcreative dalam Mengembalikan Kepercayaan Publik</i> . This research using qualitative method	The Event Organizer restored its image by issuing an apology, offering compensation, and providing full refunds; it also formed a special recovery team.	Discussing the responsibilities of event organizers towards consumers	This study focuses on crisis management and asset recovery, while the author's research focuses on consumer legal efforts due to refund delays and Islamic legal analysis
3.	Wafiq Alya (2024), entitled <i>Perlindungan Hukum terhadap Konsumen dalam Transaksi E-Commerce Merchandise K-pop</i> . This research using normative legal research methods	There are still many standard clauses that are detrimental to consumers, violating Article 18 of the UUPK.	Reviewing consumer protection based on the Consumer Protection Law	The objects of the research differ, as the previous studies focus on e-commerce transactions, whereas the present study examines concert services and the resolution of consumer disputes arising from the delay in ticket refunds.
4.	Rifqiyati (2020), entitled <i>Tinjauan Hukum Islam dan Hukum Positif terhadap Paid Promote di Instagram (@seputar_kpop)</i> . This research using	There is no adequate consumer protection mechanism; numerous instances of fraud occur due to the	The study examines consumer protection from the perspective of Islamic law	This study examines paid promotion practices, whereas the present research focuses on

	normative legal research methods	absence of written agreementsq		the delay in concert ticket refunds and analyzes the issue through the framework of <i>Islamic legal analysis</i> .
5.	Praise Apriani Rumondor (2024), entitled <i>Tanggung Jawab Event Organizer yang Merugikan Konsumen dalam Penjualan Tiket Konser</i> . This research using normative legal research methods	Event organizers are obligated to provide accurate and honest information, facilitate refunds, and establish accessible complaint mechanisms; their liability is regulated under the Consumer Protection Law (UUPK).	It examines the responsibility of concert promoters in accordance with the provisions set forth in the Consumer Protection Law (UUPK).	The present research is analyzed through the framework of <i>Islamic legal analysis</i> .
6.	Rani Badarudin dkk. (2022) entitled <i>Hak Refund Jual Beli Online pada Aplikasi Shopee Perspektif Hukum Ekonomi Syariah</i> . This research using qualitative research methods (<i>field research</i>)	The right to a refund according to Sharia principles, but its implementati on is not yet optimal	Discussing refunds and Islamic economic law	Having different research objects, and the author's research analyzes consumer legal efforts based on UUPK and Islamic law perspective
7.	Fajar Hardiyanto (2025), entitled <i>Perlindungan Konsumen dari Unsur Ketidakjelasan pada Transaksi Digital</i> :	There is an element of gharar mufrut (uncertainty) in digital transactions;	Discussing consumer protection and the element of uncertainty	This study focuses on digital transactions, with the author

	<i>Studi Kasus Aplikasi Qpon</i> . This research using normative legal research methods	violating the UUPK and ITE Law.		focusing on delays in concert refunds and consumer dispute resolution.
8.	Ahmad Qosyim Triyogo Wibowo (2025), entitled <i>Perlindungan Konsumen pada Transaksi di Marketplace Facebook Perspektif Hukum Islam</i> . This research using normative legal research methods	Transactions are valid according to Islamic law but are not yet protected by positive law due to the weakness of the security system.	Using the perspective of Islamic law and consumer protection.	The research objects differ and do not discuss consumer dispute resolution.
9.	Sri Wahyuni dkk. (2024), entitled <i>Pelaksanaan Perlindungan Hukum Terhadap Konsumen atas Refund Tidak Terealisasi pada Shopee di Aceh Barat</i> . Using empirical legal research methods	The implementation of legal protection is not yet optimal; many consumers do not report violations, which affects public trust	Discussing unrealized refunds and empirical research	The author's research analyzes from the perspective of Islamic Law
10.	Dita Puspita Anggraeni (2024), entitled <i>“Perlindungan Hukum Konsumen atas Tindakan Wanprestasi Penyedia Layanan Titip Pembelian Tiket Konser Musik: Studi Kasus pada Akun X @Tokoparmo”</i> Using empirical legal research methods	The actions of service providers violate the salam contract and contradict the principles of <i>hifz al mal</i> , <i>raf al zulm</i> , and <i>masalah</i>	Discussing concert tickets and analyzing <i>maqashid sharia</i>	This study discusses ticket consignment services, focusing on official promoters, refund delays, and consumer dispute resolution

B. Literature Review

1. Consumer Protection

Az. Nasution argues that consumer protection law is part of consumer law. According to Az. Nasution, consumer protection law is the entirety of principles and rules that regulate and also contain characteristics that protect consumers. Meanwhile, consumer law is defined as the entirety of legal principles and rules that govern the relationships and issues between various parties in relation to consumer goods and/or services in social interactions.²³ Furthermore, Article 1(1) of Law No. 8 of 1999 concerning Consumer Protection states that:²⁴

“Consumers’ protection is all means which guarantee the legal security to protect the consumers.”

The phrase “efforts to ensure legal certainty for consumers” is intended to signify that all activities related to the implementation of consumer protection shall operate in a manner that specifically safeguards consumers’ security and comfort from arbitrary actions by business actors.²⁵

The term consumer protection is essentially inseparable from the concept of legal protection. This is because consumer protection contains a juridical dimension aimed at ensuring the fulfillment of consumer rights in every legal relationship with business actors. Philipus M. Hadjon argues that the existence of legal protection is to protect or provide assistance to

²³ Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Jakarta: Sinar Grafika, 2022).

²⁴ Article 1 Law of the Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection

²⁵ Handayani and Harahap.

legal subjects, using legal protection instruments; legal protection is a universal concept of a legal state.²⁶

Basically, legal protection consists of two forms, namely preventive legal protection and repressive legal protection. Preventive legal protection is defined as prevention, in which case the form of preventive protection is outlined in legislation. Repressive legal protection functions to resolve disputes arising from violations. This protection is the final form of protection in the form of imposing sanctions for the violations committed.²⁷

The object of legal protection is not only related to the physical aspects of goods and/or services consumed but also includes non-physical or abstract consumer rights, such as the right to obtain accurate information, the right to safety and comfort, and the right to fair treatment in transactions. Thus, consumer protection is essentially a form of legal protection aimed at maintaining and ensuring the fulfillment of consumer rights to prevent losses in trade activities.

In general, there are 4 (four) basic consumer rights, namely the right to be safe, the right to be informed, the right to choose, and the right to be heard.²⁸ These basic consumer rights are accommodated in the Consumer Protection Law as outlined in Article 4, which includes the right to comfort

²⁶ Agustinus Sihombing and others, *Hukum Perlindungan Konsumen* (Sumatera Barat: CV. Azka Pustaka, 2023).

²⁷ Retno Murni, *Pemikiran Komprehensif Hukum Bisnis Menjawab Tantangan Digitalisasi* (Kabupaten Bogor: Divya Media Pustaka, 2025).

²⁸ Law of the Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection

and safety, the right to accurate and clear information, the right to have complaints heard, and the right to receive compensation and restitution if the services received do not meet the agreement.²⁹

In addition to regulating consumer rights, there are rules regarding the obligations of business actors outlined in Article 7 of the Consumer Protection Law, including conducting business in good faith, providing accurate and honest information, and offering compensation and restitution for consumer losses. Based on Article 16 of the Consumer Protection Law, business actors are prohibited from fulfilling promises regarding services or performances that have been offered. If the business operator fails to fulfill their obligations, based on Article 23 of the Consumer Protection Law, consumers have the right to sue the business operator thru non-litigation or litigation channels.³⁰ The choice of resolution path depends on the complexity of the dispute, the interests of the parties, and the desire to achieve a quick and efficient resolution.³¹

In the context of concert organization services, consumers are entirely dependent on the information and mechanisms established by the business operators, including those related to event execution and refunds. The right to a refund is part of the economic rights of consumers, especially in service transactions. When consumers have paid a certain amount of

²⁹ Law of the Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection

³⁰ Law of the Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection

³¹ Mohd Yusuf Daeng, Siti Yulia Makkininnawa, and M. Fadly Daeng Yusuf, *Hukum Perlindungan Konsumen* (Pekanbaru: Taman Karya, 2024).

money but cannot enjoy the service as agreed, they are entitled to seek compensation for the losses they have incurred.

2. Compensation in Islamic Law

In contemporary fiqh, compensation or indemnity is referred to as *التعويض* (*al-Ta'wîd*). *Ta'wîd* is replacing something that is damaged with something of the same kind or with something of equal value. *Al-Ta'wîd* comes from *'iwad*, which means replacement or compensation. *Ta'wîd* linguistically means compensating for a loss or paying compensation. As for the term, it means covering the losses that occur due to a violation.³²

The term equivalent to *ta'wîd* is *dhaman*, which means replacing something damaged with something similar if it is *al-mithliyat* (marketable goods) or with something of equal value if it is *al-Qimmiyat* (rare goods).³³ *Dhaman* is the responsibility of someone to fulfill rights related to property, physical well-being, or feelings such as defamation. This applies to damages arising from the violation of all or part of the agreement in the contract, committing acts (that are prohibited) and/or not performing acts (that are mandated) by the lawmaker.³⁴

In Islamic law, every agreement that has been made must be executed in good faith, accompanied by honesty and responsibility from the parties involved. Deceptive elements, manipulation, or actions deviating from the initial agreement are not permitted. Therefore, after the contract is formed,

³² Iza Hanifuddin, 'Ganti Rugi Perspektif Fiqh Ekonomi', *Muslim Heritage*, 5.1 (2020), 1–26 <<https://doi.org/10.21154/muslimheritage.v5i1.1959>>.

³³ Iza Hafinuddin, *Denda Dan Ganti Rugi Perspektif Fiqh Ekonomi* (Bandung: CV. Oman Publishing, 2019).

³⁴ Jaya Miharja, 'Konsep Ganti Rugi Perspektif Hukum Islam', *Mu'amalat: Jurnal Kajian Hukum Ekonomi Syariah*, 8.2 (2016), 133–55 <<https://doi.org/10.20414/mu.v8i2.1997>>.

its implementation in the practice of *muamalah* must be carried out correctly and in accordance with sharia provisions, so as not to cause defects or legal violations.³⁵ As narrated by Hakim bin Hisyam, the Messenger of Allah (PBUH) said:

"Two people engaged in a transaction have the right to *khiyar* (bargaining) as long as they have not parted ways; if they are honest and transparent, their transaction will be blessed, but if they lie and are not transparent, their transaction will be annulled."

This hadith emphasizes that Islam prohibits transactions that are invalid due to dishonesty, breach of promise, or actions that harm one of the parties. In fiqh muamalah, a contract can be declared void even if it meets the pillars and conditions of its formation if it contains harmful elements, such as unjust loss, *gharar*, defective conditions, or *riba*. Therefore, the validity of a contract is determined by the fulfillment of its pillars and conditions, as well as its freedom from these prohibited elements.³⁶

Damān as a form of compensation arises when there is a violation of a contract, either due to the complete failure to perform an obligation or because the performance does not conform to the terms of the agreement. If a contract has been validly concluded according to the law, but the debtor fails to fulfill their obligation or performs it improperly, such conduct is categorized as fault, whether arising from intentional misconduct or negligence in carrying out the agreed obligations.

³⁵ Abdul Aziz and others, *Etika Bisnis Islam Teori Dan Penerapan* (Indramayu: PT. Adab Indonesia, 2024).

³⁶ Muhammad Romli, 'KONSEP SYARAT SAH AKAD DALAM HUKUM ISLAM DAN SYARAT SAH PERJANJIAN DALAM PASAL 1320 KUH PERDATA', *Tahkim Jurnal Hukum Dan Syariah*, 17.2 (2021), 174–88 <<https://jurnal.iainambon.ac.id/index.php/THK/article/view/2364>>.

In fiqh, this fault is referred to as *at-ta'addi*, which means committing or omitting an act that is not permitted under Sharia. In other words, *at-ta'addi* constitutes behavior that contradicts the rights and obligations that should be fulfilled according to Islamic law.³⁷

In the context of this research, when the promoter as a business actor fails to fulfill their obligations, the action is considered a breach of promise. Therefore, this breach triggers legal consequences in the form of *dhaman* (compensation) obligations. This obligation is derived from the principle

لَا ضَرَرَ وَلَا ضِرَارَ

There shall be no inflicting of harm nor reciprocating of harm

Yusuf al-Qaradawi explains that *dharar* refers to actions that cause harm to oneself, whether in the form of material or non-material loss. However, *dhirār* is defined as any act that harms others, in any form and to any degree. This prohibition applies regardless of who is harmed, whether relatives or strangers, Muslims or non-Muslims, and even other living creatures.³⁸

3. *Maqashid Sharia* theory

Etymologically, *maqāshid al-sharī'ah* is derived from two words, namely *maqāshid* and *al-sharī'ah*. The term *maqāshid* is the plural form of *maqṣad*, which means objectives, purposes, principles, or goals.

³⁷ Syamsul Anwar, *Hukum Perjanjian Syariah Studi Tentang Teori Akad Dalam Fikih Muamalat* (Jakarta: Rajawali Pers, 2010).

³⁸ Panji Adam Agus Putra, 'Aplikasi Kaidah Lâ Dharara Wa Lâ Dhirâr Dalam Hukum Ekonomi Syariah', *Al-Kharaj : Jurnal Ekonomi, Keuangan & Bisnis Syariah*, 6.2 (2023), 4164–79 <<https://doi.org/10.47467/alkharaj.v6i2.4391>>.

Meanwhile, *al-sharī'ah* linguistically refers to a path leading to a water source. In the context of Islamic jurisprudence, it is understood as the laws established by Allah for His servants, as revealed through the Qur'an and the Sunnah of Prophet Muhammad (peace be upon him), which include his sayings, actions, and approvals.³⁹ The legal foundation of *maqāṣid al-sharī'ah* originates from Qur'anic verses affirming that Islamic law was revealed with the purpose of realizing welfare and benefit (*maṣlaḥah*) for humankind.⁴⁰

According to Al-Ghazali's thought, *Maqāṣid al-Sharī'ah* represents the preservation of human welfare by preventing harm and attaining benefits. This concept is reflected in the principle of promoting goodness and preventing corruption. *Maqāṣid al-Sharī'ah* refers to the objectives intended by Allah behind every legal ruling established in Islamic law. The ultimate aim of *maqāṣid al-sharī'ah* is to realize human welfare (*maṣlaḥah*) and to protect humanity from harm.⁴¹

Al-Ghazali explains that *maṣlaḥah* essentially encompasses all efforts aimed at safeguarding the fundamental objectives of Islamic law. These objectives are embodied in the *al-mabādi' al-khamsah* (the five essential protections), namely the protection of religion (*ḥifẓ al-dīn*), protection of life (*ḥifẓ al-naḥs*), protection of intellect (*ḥifẓ al-'aql*),

³⁹ Ahmad Jalili, 'Teori Maqashid Syariah Dalam Hukum Islam', *Jurnal Syariah Dan Hukum*, 3.2 (2021), 61–112 <https://www.researchgate.net/publication/359091457_Teori_Maqashid_Syariah_Dalam_Hukum_Islam>.

⁴⁰ Abdul Waid and Niken Lestari, 'Teori Maqashid Al-Syari'Ah Kontemporer Dalam Hukum Islam Dan Relevansinya Dengan Pembangunan Ekonomi Nasional', *Jurnal Labatila*, 4.01 (2020), 94–110 <<https://doi.org/10.33507/lab.v4i01.270>>.

⁴¹ Bagas, 'Maqashid Syariah', *Jurnal Ekonomi Islam*, Vol.4 N0.2.2 (2021), hal. 201.

protection of lineage (*hifz al-nasl*), and protection of property (*hifz al-māl*).⁴²

Hifz al-Mal is one of the fundamental principles in Islamic law related to the protection of wealth or property. In general, this principle emphasizes the importance of safeguarding and protecting assets, whether tangible goods or economic rights, to prevent loss, damage, or unauthorized seizure without a legitimate basis according to Sharia. This principle holds significant importance in the realm of muamalah as it forms the foundation for determining rights and obligations related to property ownership, including in business transactions, gifts, inheritance, and various other economic activities.⁴³

In Islamic perspective, property is regarded as a trust (*amānah*) that must be safeguarded and may not be taken except through means permitted by the sharīa. Islam teaches that all wealth in this world ultimately belongs to Allah and is entrusted to humankind to be protected, maintained, and utilized responsibly in accordance with Islamic law.

In the context of consumer disputes, delays in refund payments or the lack of clear information may potentially cause harm to consumers. This is consistent with the legal maxim “*lā ḍarar wa lā ḍirār*,” which emphasizes that one must neither inflict harm upon others nor accept

⁴² Paryadi and Nasirul Haq, ‘MAQASID AL-SYARIAH MENURUT AL-GHAZALI DAN IBNU QOYYIM AL-JAUZIYAH’, *Cross-Border*, 3.2 (2020), 302–16 <<https://journal.iaisambas.ac.id/index.php/Cross-Border/article/view/873>>.

⁴³ Dikha Anugrah and Enggun Yoga Nugraha, ‘PRINSIP HIFZ AL-MAL DALAM TANGGUNG JAWAB ATASKETERLAMBATAN PENERBANGAN’, *Perspektif Hukum*, 25.2 (2025), 258–80 <<https://perspektif-hukum.hangtuah.ac.id/index.php/jurnal/article/view/372/170>>.

harmful treatment. Likewise, the maxim “*al-ḍarar yuzāl*” signifies that any form of harm must be eliminated.⁴⁴

Within the framework of *maqāṣid al-syarī‘ah*, the realization of public welfare (*maslahah*) is achieved by undertaking actions that bring benefit to human beings through the balanced fulfillment of rights and obligations. Conversely, the prevention of harm is accomplished by refraining from all forms of prohibited conduct, whether prohibited by the provisions of the Sharia or by the applicable legal regulations.

⁴⁴ Puji Sulistyaningsih Muhammad Habibi Miftakhul Marwa, ‘Tinjauan Maqashid Al-Syariah Terhadap Undang-Undang No . 8 Tahun 1999 Tentang Perlindungan Konsumen’, *Jurnal Hukum Ekonomi Islam*, 4.2 (2020), 150–77.

CHAPTER III

RESEARCH METHOD

A. Type of Research

According to Senn, a method is a procedure or way of knowing something, which has systematic steps.⁴⁵ Research comes from the word "research," which means investigation or examination. In general, research can be defined as an activity that includes the process of collecting, processing, analyzing, and presenting data systematically and objectively with the aim of solving a problem or testing a hypothesis to develop general principles.⁴⁶

Empirical legal research is a research method used to study law in a real sense and to trace how that law functions and is applied within society. Because its focus is on human behavior and interaction in social life, empirical legal research is often referred to as sociological legal research (*Socio legal research*). Accordingly, this research is based on facts found within society.⁴⁷ It examines the applicable legal norms and analyzes the implementation of those norms in the community.

B. Research Approach

The approach employed in this study is a qualitative approach. Qualitative research is descriptive in nature. According to Bogdan and Biklen, one of the characteristics of qualitative research is that the data collected are in the form of

⁴⁵ Faisar Ananda Arfa dan Watni Marpaung, *Metodologi Penelitian Hukum Islam*, (Jakarta: Kencana), 19

⁴⁶ Rifa'i Abubakar, *Pengantar Metodologi Penelitian* (Yogyakarta: SUKA Press UIN Sunan Kalijaga, 2021).

⁴⁷ Ario Prio Agus Santoso, *Pengantar Metodologi Penelitian Hukum* (Yogyakarta: Pustaka Baru Press, 2022).

words or images; thus, it does not emphasize numerical data.⁴⁸ The data collected consist of descriptive information obtained from interviews with consumers, which are subsequently analyzed in depth. The qualitative method was chosen because this research aims to understand comprehensively the experiences, processes, and impacts of dispute resolution on consumers. The data obtained are then analyzed based on the Consumer Protection Law and the perspective of Islamic law.

C. Research Location

The research was conducted virtually through social media and online communication platforms. The selection of a virtual research location is based on the characteristics of the research object, as consumers who experienced refund-related issues are dispersed across various regions and carried out communication and complaints through online platforms.

D. Method of Determining Research Subjects

In this study, the researcher employed a purposive sampling technique to determine the research subjects. Purposive sampling is a sampling technique based on specific considerations or criteria to ensure that the data obtained are relevant to the research problem under investigation. In purposive sampling, the number of samples is determined by the consideration of the information obtained or the level of data saturation. According to Lincoln and Guba (as cited in Sulistiyo, 2019: 38), the purpose of purposive sampling is to maximize information; therefore, sampling

⁴⁸ Abubakar, 11

is discontinued when no new information emerges from additional sampling units.⁴⁹

The criteria for the research subjects are as follows:

1. Consumers who purchased tickets for the Day6 Indonesia World Tour concert
2. Consumers who submitted a refund request.
3. Consumers who experienced difficulties in the refund process.
4. Consumers who were willing to provide open information regarding their experience in resolving the refund issue

The number of informants in qualitative research is not predetermined at the outset but is adjusted according to data needs and the principle of information adequacy (data saturation). Interviews were conducted until the data obtained were considered sufficient to answer the research problem formulation.

E. Type and Sources of Data

Data sources play a crucial role in a research study. A data source is defined as the origin or place from which the information required by the researcher to answer the research questions is obtained. In empirical legal research, the existence of informants constitutes a primary element, as informants function as providers of factual field data. These informants may include individuals, events, or situations directly related to the research object.

⁴⁹ Urip Sulistiyo, *Buku Ajar Metode Penelitian Kualitatif* (Jambi: Salim Media Indonesia, 2019).

1. Primary Data

Primary data refer to data obtained directly from the field. In this research, the primary data consist of the results of interviews conducted with consumers whose rights were harmed by the promoter as the business actor

2. Secondary Data

Secondary data refer to data obtained from various existing literature sources, such as books, academic journals, articles, and previous research findings. These data function as complementary and supporting materials to the primary data obtained directly from the field. In this study, the secondary data required include:

- a. Law Number 8 of 1999 concerning Consumer Protection
- b. Islamic law sources
- c. Books and article journals related to consumer protection and Islamic law

F. Data Collection Methods

Data collection methods refer to the techniques employed by the researcher to obtain the data necessary to address the research problem. The data collection techniques used in this study are as follows:

1. Interview

According to Esterberg, as cited by Sugiyono, an interview is a meeting between two individuals to exchange information and ideas through questions and answers, thereby constructing meaning on a particular

research topic.⁵⁰ In this study, interviews were conducted with informants using a semi-structured interview guide to explore data through purposive sampling, specifically targeting consumers who experienced refund-related difficulties. The interviews focused on the chronology of legal efforts undertaken, procedural obstacles encountered, and material losses suffered.

2. Documentation

The documentation technique is a method of collecting data through the examination of written sources, such as books, reports, meeting minutes, personal notes, and other documents containing data or information required by the researcher.⁵¹

3. Literature Review

This method is employed to collect secondary data, which are used as analytical materials to examine empirical data. The data utilized consist of primary legal materials derived from the Consumer Protection Law and sources of Islamic law, as well as secondary legal materials analyzing relevant theories from books and academic journals.

G. Data Processing Methods

After the data were collected, the researcher carried out data processing through systematic stages. The stages of qualitative data processing include:

⁵⁰ Abubakar, 67

⁵¹ Abubakar. 114

1. Editing

Re-examining the clarity and completeness of the interview data obtained from informants, as well as the validity of documentary evidence related to the refund.

2. Classifying

Grouping the data based on the formulation of the research problems, namely by classifying the types of legal remedies undertaken (administrative or social) and the categories of losses experienced.

3. Verifying

This stage involves re-checking whether the facts conveyed by the informants are consistent with the existing documentary evidence and aligning them with the relevant legal theories applied in this study.

4. Analyzing

The data were analyzed using a descriptive qualitative method, applying analysis based on the Consumer Protection Law and the theory of *Maqāṣid al-Syarī'ah* (particularly *Hifẓ al-Māl*), in order to formulate conclusions.

CHAPTER IV

RESULT AND DISCUSSION

A. Overview of the DAY6 Concert Refund Issues

The Day6 Indonesia World Tour concert is organized under the auspices of PT Melania Citra Permata, a concert organizing service company. The concert titled "Forever Young" was held at the Jakarta International Stadium on May 3, 2025.⁵² Ticket sales opened in January 2025 and could be purchased through the official Mecimashop website, via the MCP Membership Order link, or through a third party, Tiket.com, with various price categories according to the seating zones.⁵³

The main issue arose after the announcement of the venue change for the concert "DAY6 3rd World Tour in Jakarta," which was originally scheduled to take place on May 3 at the Jakarta International Stadium (JIS), but was moved to the Gelora Bung Karno Madya Stadium. This change was made because the Jakarta International Stadium (JIS) will be used for the Liga 1 Indonesia match between Persija Jakarta and Semen Padang on April 27.⁵⁴

The change in the concert venue necessitated adjustments to several seating categories. Holders of Yellow, Green, and Gray category tickets, who were originally assigned seats in the grandstand area, have been moved to the festival

⁵² MCP, @mecimapro, (26 Desember 2024), *DAY6 3RD World Tour <Forever Young> in Jakarta*, <https://x.com/i/status/1872283923180663129>, (diakses 14 Februari 2026)

⁵³ MCP, @mecimapro, (26 Desember 2025), *#DAY6_FOREVER_YOUNG_JAKARTA_2025*, <https://x.com/i/status/1872284399389286458>, (diakses 14 Februari 2026)

⁵⁴ MCP, @mecimapro, (21 Maret 2025), *DAY6 3RD World Tour <Forever Young> in Jakarta – Venue Change*, <https://x.com/i/status/1903099312067973503>, (diakses 14 Februari 2026)

area with a standing system. Meanwhile, holders of blue and purple category tickets have been placed in the grandstand areas on the left and right sides of the stage.⁵⁵

At the initial stage after the announcement of the venue change, the promoter did not provide a refund option to consumers and only offered a ticket upgrade option. The absence of a refund option has the potential to cause losses for consumers, especially because the change in seating arrangements no longer fully aligns with the value and facilities that have been paid for. Additionally, some consumers have made various travel preparations, such as booking transportation and accommodation tickets, including consumers from abroad, so the change also has additional financial and non-financial impacts. In response to this situation, consumers then voiced their objections and demands by signing a petition as an effort to urge the promoter to provide a refund option for ticket holders who feel disadvantaged by the venue change.⁵⁶

As a follow-up, the promoter opened a refund application mechanism for consumers who are unwilling to continue watching the concert. The refund procedure is carried out by filling out an online form and attaching proof of purchase in accordance with the established regulations. Referring to the terms and conditions stated in the refund application information, the refund process is scheduled to take place from April 14 to April 18, 2025.⁵⁷

⁵⁵ Nadia Zunaira, 'Letting Go Dari JIS, Konser DAY6 Resmi Pindah Ke GBK Madya!', *Sodacan*, 2025 <<https://sodacan.id/konser-day6-jakarta-pindah-venue/>> [accessed 13 February 2026].

⁵⁶ Sabs, @ngeluhmuluuu, (22 Maret 2025), *Bantu Tandatangan Petisi Refund*, <https://x.com/i/status/1903136491964104922>, (diakses 14 Februari 2026)

⁵⁷ MCP, @mecimapro, (2 April 2025), *Day6 3RD World Tour <Forever Young> in Jakarta – Refund, Ticket Upgradem and Shuttle Information*, <https://x.com/i/status/1907417883258339420>, (diakses 14 Februari 2026)

However, in practice, several consumers have expressed complaints regarding the slow response from the promoter and the lack of clarity regarding the certainty of the promised refunds. Based on data collected by My Day Berserikat, the promoter has only completed a refund of Rp924 million, equivalent to 500 tickets or about 22% of the total obligation. Thus, there are still 1,722 tickets worth around Rp4.6 billion that have not been refunded to consumers.⁵⁸

Thus far, the demand for the promoter to immediately fulfill the refund obligation continues to be voiced by fans through various social media platforms, including X and Mecima's official Instagram. This condition indicates a discrepancy between the announced refund schedule and its actual implementation, which has the potential to cause losses and legal uncertainty for consumers. This phenomenon then drives consumers to take various legal actions to fully obtain their rights as consumers.

B. Legal Remedies of Consumers Due to the Delay in the Refund of Day6 Indonesia World Tour Concert Tickets

Sales and purchases is a legal act in the form of an exchange of valuable goods between two parties, where the seller hands over the goods that are the object of the transaction and the buyer provides money according to the agreed-upon terms.⁵⁹ The legal relationship between the promoter and concertgoers arises at the moment an agreement is made in the transaction of purchasing concert tickets, where the

⁵⁸ My Day Berserikat, @mydayberserikat, (10 Desember 2025), *Progress Pengembalian Dana (Refund)*, <https://x.com/i/status/1935336804833722494> (diakses 14 Februari 2026)

⁵⁹ Puteri Asyifa Octavia Apandy, Melawati, and Panji Adam Adam, 'Bisnis : Dilengkapi Dengan Kajian Hukum', *Jurnal Manajemen Dan Bisnis*, 3.1 (2021), 12–18.

audience, as consumers, pay for tickets to watch the concert organized by the promoter as the service provider.⁶⁰

In every transaction of concert ticket purchase, consumers are bound by the terms and conditions set by the organizer. These provisions generally include information about the event's schedule, location or venue, seating categories, and facilities for each ticket category. By making a purchase, consumers express their agreement to these terms and conditions, thereby forming a legally binding relationship between both parties. Therefore, the promoter is obligated to hold the event according to the time, place, and facilities as stated on the ticket.

3. Penonton yang menghadiri acara bertanggung jawab atas risiko pribadi masing-masing. Promotor tidak bertanggung jawab atas segala kondisi medis penonton yang merupakan bentuk penyakit bawaan.
 4. Promotor berhak untuk tidak mengizinkan Anda memasuki area acara dan/atau mengeluarkan Anda dari area acara tanpa adanya pengembalian dana jika adanya pelanggaran pada aturan dan ketentuan yang disebutkan.
 5. Dengan melakukan pembelian tiket ini, Anda telah menyetujui seluruh Syarat & Ketentuan yang tercantum pada halaman ini dan pada tiket Anda.
 6. Jadwal acara dapat berubah sewaktu-waktu mengikuti perkembangan situasi dan kondisi tanpa adanya pemberitahuan sebelumnya. Mohon untuk menyesuaikan waktu kehadiran Anda. Untuk informasi lebih lanjut, pantau terus media sosial Mecimapro.
 7. *Seatplan/seatmap* yang sudah dirilis dapat berubah atau mengalami modifikasi sehubungan dengan kebutuhan produksi sebagaimana tertera di dalam pengumuman terkait *seatplan/seatmap*.
 8. Pihak promotor berhak untuk mengganti/menambahkan atau memodifikasi seluruh ketentuan yang dicantumkan pada Syarat & Ketentuan tanpa adanya pemberitahuan.
- © mecimapro.com

Figure 1. Term and Conditions Event Informations (Source Mecimapro.com)

Based on the terms and conditions listed on the mecimapro.com website, there are several clauses that directly pertain to the rights and obligations of the parties involved in the organization of the DAY6 concert. Point 5 states that by purchasing a ticket, the consumer is deemed to have agreed to all applicable terms and

⁶⁰ Sanyya Listyani and others, 'PT. Media Akademik Publisher PERLINDUNGAN HUKUM TERHADAP KONSUMEN ATAS WANPRESTASI PROMOTOR DALAM PENYELENGGARAAN KONSER MUSIK', *Jma*, 3.10 (2025), 3031–5220.

conditions. Point 6 emphasizes that the event schedule is subject to change at any time without prior notice. Point 7 states that the released seat plan/seat map may be changed or modified as required for production purposes. Meanwhile, point 8 grants the promoter the right to replace, add, or modify all provisions in the terms and conditions without notifying consumers.

These clauses essentially grant the promoter full authority to make unilateral changes, while consumers are not granted an equivalent right to seek compensation for such changes. This potentially conflicts with Article 18(1)(a) and (g) of the Consumer Protection Law, which prohibits the inclusion of standard clauses that shift the business operator's liability or allow the business operator to unilaterally establish new rules during the period when the consumer is utilizing the purchased service. Furthermore, there is not a single clause in these terms and conditions that explicitly addresses consumers' right to request a refund in the event of a venue change, a change in seating category, or a change in facilities that affects the substance of the benefits agreed upon. This regulatory gap implies weak legal protection for consumers, as their right to receive compensation for resulting losses is not explicitly accommodated by the organizer. Consequently, consumers are in a less protected position when facing changes that impact the benefits of the service originally promised.⁶¹

One of the obligations of business actors is to conduct their business in good faith, honestly, and responsibly, and to provide accurate and non-misleading information regarding the goods and/or services offered in order to ensure

⁶¹ Made Nitya Amanda Putri Manik Mas and others, 'Refund Tiket Konser Musik K-Pop Dalam Perspektif Hukum Perlindungan Konsumen: Antara Kepastian Hukum Dan Keadilan', *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 3.6 (2025), 8156–64 <<https://ejournal.yayasanpendidikanzurriyatulquran.id/index.php/AlZayn/article/view/2524>>.

transparency in the legal relationship between the parties.⁶² In this context, the promoter, as a business operator, is obligated to: (1) organize the concert in accordance with the agreed-upon specifications, including the time, venue, and ticketing arrangements, in accordance with Article 7(a) of the Consumer Protection Law, which requires business operators to act in good faith in conducting their business; (2) provide accurate and non-misleading information regarding any changes that occur, as required by Article 7(b); (3) provide a fair and timely refund mechanism when services are not fulfilled as agreed, in accordance with Article 7(f), which requires compensation for losses resulting from the use of goods and/or services being traded; and (4) provide compensation or damages if the services received do not comply with the agreement, as stipulated in Article 7(g) of the Consumer Protection Law.

The promoter's failure to fulfill these obligations directly impact the consumer rights guaranteed by law. In the context of a venue change, the promoter's actions may potentially violate Article 4(h) of the Consumer Protection Law, which states that consumers are entitled to compensation, damages, or a refund if the goods and/or services received do not conform to the agreement.⁶³ The change in venue, coupled with a change in seating category, significantly affects comfort, safety, and the quality of the viewing experience, thereby providing a valid basis for consumers to seek compensation for the losses they have incurred.

The consumers then openly expressed their objections to the promoter and urged that a refund option be provided. Various forms of protest were carried out,

⁶² Nurhaliza Damayanti and Rani Apriani, 'Perlindungan Hukum Bagi Konsumen Pada Kasus Perubahan Venue Konser DAY6 Oleh Promotor', *Jurnal Ilmiah Wahanan Pendidikan*, 11.11.C (2025), 78–84 <<https://jurnal.peneliti.net/index.php/JIWP/article/view/11968>>.

⁶³ Undang-Undang no. 8 Tahun 1999 tentang Perlindungan Konsumen

including sending mass emails to DAY6's agency, JYP Entertainment. In addition, My Day demanded a refund option by signing a petition as a form of protest against the losses incurred.⁶⁴ After the pressure, Mecima finally opened a refund form for consumers who chose to cancel their tickets, along with an alternative ticket upgrade.⁶⁵ Furthermore, My Day, as the consumer representative, opened a data collection link as a form of oversight for the refund process. This link is used to gather and update data on consumers who have received refunds and those who have not yet received refunds from the promoter.⁶⁶

In the legal relationship between the promoter and the consumer, the implementation of a refund is a form of accountability of the business operator for the provision of services that do not occur in accordance with the agreement. The existence of a refund not only serves to compensate for financial losses but also represents the fulfillment of consumers' rights to justice and legal certainty in a transaction. Therefore, the refund mechanism reflects an effort to maintain a balance between the obligations of the business operator and the protection of consumer rights in a sales transaction.⁶⁷

The problems arise when refunds are not processed in a timely manner. This condition can create legal uncertainty and affect the fulfillment of consumer rights.

⁶⁴ My Day Berserikat, @mydayberserikat, (25 Maret 2025), *TTD Petisi Menuntut Sediakan Opsi Refund untuk Konser DAY6 Forever Young in Jakarta*, <https://x.com/i/status/1904420728369508420> (diakses 14 Februari 2026)

⁶⁵ Elizabeth Chiquita Tuedestin Priwiratu, 'Mecima Diprotes, Ini Rangkuman Kisruh Konser Day6 Di Jakarta', *IDN Times*, 2025 <<https://www.idntimes.com/korea/kpop/rangkuman-kisruh-konser-day6-di-jakarta-00-hwff8-q9xgjl>> [accessed 14 February 2026].

⁶⁶ My Day Berserikat, @mydayberserikat, (5 April 2025), *Press Release Kawal Refund Mecimapro oleh My Day Berserikat*, <https://x.com/i/status/1908463550919827976> (diakses 14 Februari 2026)

⁶⁷ Adis Nur Hayati and Antonio Rajoli Ginting, 'Analisis Mekanisme Ganti Rugi Pengembalian Dana Dalam Transaksi E-Commerce Ditinjau Dari Hukum Perlindungan Konsumen', *Jurnal Ilmiah Kebijakan Hukum*, 15.3 (2021), 509–26.

Based on the official announcement from the promoter, the refund process will be carried out from April 14-18, 2025.⁶⁸ However, thru an email sent to consumers, the promoter announced that the refund process would be delayed by 30 days, shifting the deadline to May 30, 2025. Furthermore, based on the email sent to consumers containing a link to a Google Form with a submission deadline of June 21, Mecima provided two options: the first option being a refund in the form of a voucher equivalent to the ticket price, and the second option being a cash refund but with a wait until September 14, 2025.⁶⁹

Subsequently, on June 18, 2025, a consumer representative issued a statement in response to the promoter's email regarding the refund mechanism. In the statement, the consumers rejected the option of a refund in the form of a voucher because it was not accompanied by a clear explanation regarding the terms and the basis for the refund amount, which could potentially create uncertainty. Consumers also reject the obligation to refill the form, as they were previously promised a full refund in cash. Therefore, the consumer demands a 100% refund in cash and for it to be processed without further delay.⁷⁰

Based on independent data collection conducted by My Day Berserikat on December 10, the total refund amount to be paid reaches approximately Rp4.6 billion. This data was obtained from consumers who requested refunds and filled

⁶⁸ MCP, @mecimapro, (2 April 2025), *Day6 3RD World Tour <Forever Young> in Jakarta – Refund, Ticket Updgradem and Shuttle Information*, <https://x.com/i/status/1907417883258339420>, (diakses 14 Februari 2026)

⁶⁹ My Day Berserikat, @mydayberserikat, (22 Juli 2025), *Kronologi Pengembalian Dana (Refund)*, <https://x.com/i/status/1947608897713541514> (diakses 14 Februari 2026)

⁷⁰ My Day Berserikat, @mydayberserikat, (18 Juni 2025), *Pernyataan Sikap atas Opsi Refund Konser DAY6 3RD World Tour <Forever Young> in Jakarta 2025*, <https://x.com/i/status/193533680483372249> (diakses 14 Februari 2026)

out the "Kawal Refund Mecima" form provided by the fanbase as a form of collective monitoring of the refund process.⁷¹



Figure 2. Progress Refund

Consumers who incur losses due to the failure of businesses to fulfill agreements are entitled to legal recourse as regulated by Law Number 8 of 1999 on Consumer Protection. Article 45 paragraph (1) of the Consumer Protection Law states that consumers can file a lawsuit against businesses thru consumer and business dispute resolution institutions or thru the general court system. Additionally, Article 45 paragraph (2) of the Consumer Protection Law provides an alternative dispute resolution mechanism thru non-litigation or out-of-court processes according to the parties' choice.⁷²

In the initial stage, consumers pursue legal action individually. These efforts are made by submitting a refund request thru the mechanism set by the promoter, such as via Google Form, sending supporting data, and communicating thru email and

⁷¹ My Day Berserikat, @mydayberserikat, (10 Desember 2025), *Progress Pengembalian Dana (Refund)*, <https://x.com/i/status/1998588523629445129> (diakses 14 Februari 2026)

⁷² Dita Puspita Anggraeni, 'PERLINDUNGAN HUKUM KONSUMEN ATAS TINDAKAN WANPRESTASI PENYEDIA LAYANAN TITIP PEMBELIAN TIKET KONSER MUSIK (STUDI KASUS PADA AKUN X @TOKOPARMO)' (UIN Maulana Malik Ibrahim Malang, 2024) <<http://etheses.uin-malang.ac.id/70764/>>.

the promoter's official social media. One of the informants named Uti is a consumer who purchased a Yellow East category ticket thru the mecimashop website, priced at 1.8 million. She emphasized the chronology of the problems she experienced:

“Aku beli tiket cat yellow east, alasan refund karna dari awal tertarik sama JIS-nya, pengen tau konser disana tuh gimana. Awalnya nonton view tribun east dan bakalan duduk. Tapi tiba-tiba dipindah ke GBK Madya, apalagi di pengumumannya tuh yellow seat harus standing. Akhirnya aku milih refund, dan pas bulan April diminta isi gform refund sama mecima, terus informasi awal proses refund bakal dilakuin tanggal 14-18 April 2025 tapi sampai sekarang belum dikasih. Terus tiba-tiba ada email masuk dari mereka bahwa aku menyetujui menunggu refund sampai September, padahal aku ngga isi linknya. Aku udah ngikutin prosedurnya sesuai arahan mereka. Aku juga mengisi formulir dari komunitas perwakilan konsumen My Day Berserikat, mereka ngumpulin data para korban yang belum direfund.”⁷³

Informant Uti's statement indicates obstacles in the attempt to resolve the issue directly with the business operator. The venue was the main factor that led the informant to purchase the ticket. The change of venue accompanied by a change in seating categories resulted in a change in the benefits obtained, specifically in terms of comfort and safety while watching the concert. Article 4 of the Consumer Protection Law states that consumers are entitled to comfort, safety, and security in consuming goods and/or services.⁷⁴ In addition, there is uncertainty regarding the refund by the promoter, which is promised to be processed between April 14-18, 2025. Although the informant has followed the procedures set by the promoter, as of the time this research was conducted, the refund process has not been completed satisfactorily.

The second informant, whose initials are S, then clarified that She paid 2.9 million for a ticket in the orange east category. Additionally, the second informant

⁷³ Interview with consumer Uti via online

⁷⁴ Law of The Republic of Indonesia Number 8 Year 1999 Concerning Consumer Protection

clarified that she canceled the ticket since the venue was altered and the cost of the ticket did not match.

“Aku memilih refund karena di JIS tribunnnya view center dan kalau di GBK viewnya flat jadi ga kelihatan apa-apa. Kalau saat itu mecima minta maaf dan menyesuaikan harga karna pindah venue dan perubahan seatplan mungkin aku bisa pertimbangkan. Aku beli 3 tix sama temenku dan semuanya belum direfund. Bahkan sebelumnya gada opsi refund, terus dari my day berserikat melakukan pengaduan ke BPKN baru diadain opsi refund sesuai arahan. Kami dari My Day setiap hari mencoba follow up ke yang bersangkutan, lewat cuitan X sama DM, tapi gada respon. Dari pihak my day berserikat udah ngelakuin upaya non-litigasi tapi ga menemukan titik damai.”⁷⁵

Informant S's statement demonstrates that the process of returning the money is fraught with difficulties. Following a complaint to BPKN, the promoter provided customers with a refund option. This suggests that as a business actor, the promoter did not take the initiative to offer remedies to customers who suffered because of the venue shift. In order to get explanation, the impacted customers also followed up frequently and kept an eye on the promoter's official social media profiles. However, the promoter's tardy response creates challenges for this endeavor. According to Article 7 letter an of the Consumer Protection Law, this shows that corporate actors have not fulfilled their duty to operate in good faith.

Informant A also ran into similar issues after purchasing a ticket through a entrusted service:

“Aku mengalami kerugian sebesar 2,9 Juta dan belinya lewat perantara jastip. Jadi dari pihak jastip yang ngurus dari isi gform dari promotornya dan dari my day berserikat. Untungnya dari pihak my day berserikat perjuangin terus, dan udah sampai ke DPR”⁷⁶

The case of Informant A shows additional complexity because the ticket purchase was made thru an entrusted service. Although the refund request was

⁷⁵ Interview with consumer initial S via online

⁷⁶ Interview with consumer initial A via online

processed by the entrusted service, consumers still face uncertainty regarding the implementation of the refund. The involvement of consumer representatives in assisting with the process indicates that direct resolution efforts between consumers and businesses have not been effective and optimal.

A similar situation was experienced by informant I, who purchased an orange cat east ticket thru a membership. Informant I provided the following chronology of the issues encountered:

“Aku beli tiket kategori orange east via membership, harga sebelum pajak 2,9 juta dan setelah pajak 3 juta. Awalnya sama sekali tidak ada opsi refund dari pihak Mecima, tapi karena banyak yang protes akhirnya mereka setuju buat buka opsi refund. Sebelumnya mereka bilang system refund berupa saldo yang hanya bisa dipakai untuk pembelian di Mecima aja, tapi kami menolak keras dan menuntut pengembalian dalam bentuk uang yang ditransfer langsung ke rekening pribadi, bukan dalam bentuk voucher. Mecima awalnya bilang estimasi refund selesai akhir bula Mei 2025, tapi terus diundur setiap bulannya tanpa kepastian. Sampai sekarang belum ada tanda-tanda bakal dibalikin. Aku juga isi gform dari pihak My day berserikat, kami sama-sama mendesak Mecima melalui media sosial dan melalui upaya lewat my day berserikat agar Mecima bisa nuntasin refund ke konsumen secepatnya.”⁷⁷

The statement from informant I indicates uncertainty in the refund process. First, the promoter initially did not provide a refund option, which is not in accordance with Article 4 of the Consumer Protection Law (UUPK) that guaranties consumers the right to compensation if the service received fails to comply with the agreement. Second, the mechanism in the form of vouchers or balances that can only be used on the Mecima platform is an unequal form of compensation, as it cannot fully restore the consumer's losses. Third, the repeated delays in refunds since May 2025 until now indicate that the promoter has not kept their promise,

⁷⁷ Interview with consumer I via online

which is contrary to Article 16 of the UUPK regarding the prohibition of not fulfilling orders and/or agreements on completion times as promised.

Delays in refund processing beyond the specified period have the potential to cause losses to consumers. Therefore, Law Number 8 of 1999 concerning Consumer Protection regulates the obligation of business actors to provide compensation or reimbursement as stipulated in Article 7 letters f and g. If the business operator does not realize the refund within the promised timeframe, such action can be considered a form of default.

Default is a situation when one party in an agreement fails to fulfill the obligations that have been agreed upon, either by not performing at all, performing but not on time, or performing not according to the agreed terms. In Indonesian civil law, the provisions regarding the consequences of default are regulated in Articles 1243 to 1252 of the Civil Code (KUHPerduta). These articles grant the aggrieved party the right to claim compensation in the form of reimbursement of costs, losses, and interest arising from the debtor's negligence toward the agreement.⁷⁸

In the Consumer Protection Law, Article 16 of the UUPK emphasizes that business actors are prohibited from failing to fulfill orders or agreements on completion times and from not keeping promises regarding services or performances that have been offered. Thus, a delay in the refund that does not align with the initial commitment potentially indicates a violation of those provisions.⁷⁹

Based on the interview results above, the consumers are taking collective action because the number of consumers who have not received their refunds is

⁷⁸ Nitya Amanda Putri Manik Mas and others.

⁷⁹ Dinda Aurelia Danian, Ni Luh Made Mahendrawati, and Ida Ayu Putu Widiati, 'Tanggung Jawab Pelaku Usaha Maskapai Penerbangan Atas', *Jurnal Kontruksi Hukum*, 2.1 (2021), 24–31.

relatively large and they have similar issues. Thru consumer representatives, My Day berserikat has united to gather data on the victims, present demands collectively, and seek clarity and accountability from the promoter regarding the refunds that have not yet been received.

My day berserikat, as a consumer representative, is participating in the mediation process facilitated by the National Consumer Protection Agency (BPKN) and the Ministry of Trade of the Republic of Indonesia. The mediation was conducted thru an official meeting attended by representatives from BPKN, consumer representatives along with their legal counsel, and the MECIMAPRO promoter. In the meeting, various issues were discussed, including delays in refund processing, differences in refund amounts across ticket purchase platforms, clarity of customer service, and the refund mechanism used by the promoter.⁸⁰

Based on the results of the mediation process, the promoter conveyed that the refund mechanism was still ongoing and required additional time to verify consumers' data, including bank account verification. Nevertheless, by the conclusion of the mediation, the promoter had not provided any definite assurance regarding the maximum timeline for the completion of refunds to all consumers.

On 10 June, representatives of consumers affiliated with My Day Berserikat held a hearing with the Indonesian Consumers Foundation (Yayasan Lembaga Konsumen Indonesia/YLKI) to discuss the resolution of the refund dispute. YLKI expressed its commitment to oversee the process and to urge the promoter to

⁸⁰ My Day Berserikat, @mydayberserikat, (30 April 2025), *Notulensi Pertemuan Konsumen-Promotor Konser DAY6 Forever Young in Jakarta*, <https://x.com/i/status/1917453550390829515> (diakses 14 Februari 2026)

promptly realize the reimbursement of funds. Furthermore, YLKI advised consumers to compile valid and comprehensive data to serve as supporting evidence for the relevant authorities. During the meeting, it was also noted that difficulties had arisen in collecting data from consumers who purchased tickets through third-party platforms. As a follow-up measure, YLKI recommended that the consumer representatives submit a formal letter to the Ministry of Tourism, which holds authority over licensing and supervisory aspects of event organization.⁸¹

Subsequently, on 11 June 2025, representatives of My Day Berserikat conducted a hearing with the Ministry of Trade of the Republic of Indonesia to discuss the interim progress of the refund process. In that meeting, the Ministry of Trade stated that the data submitted by the consumer representatives would be utilized as a basis for further examination and investigation. The Ministry also affirmed its commitment to oversee and monitor the resolution of the refund settlement process.⁸²

On 3 July 2025, the promoter and consumer representatives affiliated with My Day Berserikat participated in a mediation process facilitated by the Ministry of Trade of the Republic of Indonesia. During the session, a written agreement was reached and witnessed by the Ministry, stipulating the promoter's obligation to complete the refund disbursement no later than 18 July 2025. The agreement further

⁸¹ My Day Berserikat, @mydayberserikat, (10 Juni 2025), *Notulensi Pertemuan Perwakilan Konsumen Konser DAY6 4RD World Tour Forever Young in Jakarta DENGAN YLKI*, <https://x.com/i/status/1932394986043289973> (diakses 14 Februari 2026)

⁸² My Day Berserikat, @mydayberserikat, (12 Juni 2025), *Notulensi Pertemuan Perwakilan Konsumen Konser DAY6 4RD World Tour Forever Young in Jakarta 2025 bersama Kementerian Perdagangan Republik Indonesia*, <https://x.com/i/status/1940772652895162619> (diakses 14 Februari 2026)

provided that, in the event of non-compliance with such obligation, consumers would be entitled to pursue legal remedies through either civil or criminal proceedings.⁸³ However, in its subsequent development, the promoter failed to attend the follow-up meeting and unilaterally requested a rescheduling without providing a definite timeline. Such conduct generated uncertainty in the dispute resolution process and was deemed inconsistent with the principle of good faith in fulfilling contractual commitments that had previously been agreed upon.

As the process progressed, the consumer representatives asserted that all available non-litigation measures had been undertaken and maximized, including participation in mediation facilitated by state institutions. Nevertheless, due to the absence of certainty regarding the refund disbursement, coupled with delays and alterations to the refund scheme, the consumer representatives concluded that non-litigation efforts were no longer effective in securing the restoration of consumers' rights. Consequently, they declared their intention to consider pursuing litigation as a further step in advocating for and enforcing consumer rights.

The failure to resolve the dispute through non-litigation mechanisms is consistent with the provisions of Article 45 paragraph (4) of the Consumer Protection Act, which stipulates that where the parties have opted for out-of-court dispute settlement, a lawsuit before the court may only be initiated if such efforts are declared unsuccessful by one or both of the disputing parties.⁸⁴ In this context,

⁸³ My Day Berserikat, @mydayberserikat, (3 Juli 2025), *Pernyataan Sikap Perkembangan Langkah Hukum Litigasi dan Non-Litigasi*, <https://x.com/i/status/1940772652895162619> (diakses 14 Februari 2026)

⁸⁴ Law of The Republic of Indonesia Number 8 Year 1999 Concerning Consumer Protection

the ineffectiveness of the non-litigation mechanism provides a legitimate legal basis for consumers to consider and pursue litigation as a subsequent measure in order to obtain legal certainty and ensure the protection and restoration of their rights.

C. Islamic Legal Perspective on the Delay of Day6 Indonesia World Tour Concert Ticket Refunds

Based on the findings presented in the previous subsection, it is evident that a number of consumers have submitted refund requests since April 2025 and have undertaken various administrative as well as collective measures; however, the reimbursement of funds has not been fully realized. Such circumstances have generated legal uncertainty and resulted in losses for consumers. Accordingly, this issue warrants further examination from the perspective of Islamic law in order to assess its legal implications and normative considerations.

1. Agreement (akad) in Concert Ticket Sales Transactions

Based on perspective of Islamic law, the relationship between the promoter and the consumer in the purchase of concert tickets can be categorized as a sale of benefit. In fiqh terminology, the sale of benefit is referred to as *ijarah*, which is a lease agreement for a benefit with a certain compensation (*ujrah*). In the transaction, the consumer pays a certain ticket price as compensation for the benefit they will receive, namely watching the concert performance at the specified time and location.⁸⁵

⁸⁵ Sherly Karlinda, 'Penentuan Harga Tiket Pesawat Lion Air Perspektif Hukum Ekonomi Syariah', *Istidlal: Jurnal Ekonomi Dan Hukum Islam*, 4.2 (2020), 96–106 <<https://doi.org/10.35316/istidlal.v4i2.265>>.

According to the majority of Islamic scholars, the pillars (*arkān*) of *ijārah* consist of four elements: (1) the contracting parties, namely the *mu'jir* (service provider/lessor) and the *musta'jir* (service recipient/lessee); (2) the *ṣīghat* (offer and acceptance) as the expression of agreement; (3) the *ujrah* (payment or wage); and (4) the benefit that becomes the object of the contract.⁸⁶ In this context, Mecimapro acts as the *mu'jir* offering services in the form of organizing the DAY6 concert at Jakarta International Stadium with various facilities according to ticket categories. Meanwhile, consumers as *musta'jir* pay a certain amount as *ujrah* to obtain the benefit of attending the concert in accordance with the agreed time, venue, and facilities as stated at the time of the contract. Therefore, the ticket functions as proof of the existence of the contract and as the legal basis for consumers to obtain the agreed benefit.

The promoter, as the service provider, is obligated to organize the concert in accordance with the specifications stated in the ticket, including the agreed time, venue, and promised facilities. On the other hand, consumers, as purchasers, are obliged to pay the ticket price as agreed. If the promised benefit cannot be enjoyed or if changes occur that affect the substance of the contract, consumers have the right to terminate the agreement.

In Islamic law, any violation of contractual obligations that causes harm (*dharar*) to another party requires responsibility to restore the

⁸⁶ Eka Wahy Hestya Budiyo, *Akad Ijarah Dalam Fikih Muamalah Kajian Turats Dan Kontemporer* (Kota Malang: PT. Afanin Media Utama, 2025).

resulting loss. When the contract cancellation is carried out by consumers based on legitimate grounds—namely a change of venue that affects the value and quality of the promised benefit—the promoter is obliged to provide *dhamān* (compensation) as a legal consequence. The obligation of *dhamān* arises from the existence of *ta'addī*, which refers to actions exceeding proper limits, either through prohibited conduct or negligence in fulfilling contractual obligations. The element of *ta'addī* may occur when one party fails to perform the agreement as previously agreed upon.⁸⁷

In the context of this research, the implementation of such responsibility is realized through the mechanism of refunding ticket payments to consumers as a consequence of the incomplete fulfillment of the contract.

2. The Prohibition of Injustice (*zulm*) and the Principle of Transparency in Muamalah

In the framework of muamalah, the prohibition of injustice (*zulm*) constitutes a fundamental normative principle governing economic and contractual relations. Conceptually, *zulm* encompasses acts that contravene legal or moral obligations, including engaging in prohibited conduct or neglecting duties that ought to be fulfilled. Within the sphere of *mu'āmalah* (commercial transactions), injustice manifests in forms such

⁸⁷ M. Abel Yazid and others, 'Problematika Ganti Rugi/Dhaman Tanaman Akibat Intervensi Pemeliharaan Hewan Ternak', *Jurnal Tamwil: Jurnal Ekonomi Islam*, 7.2 (2022), 73–86 <<https://ejournal.uinmybatusangkar.ac.id/ojs/index.php/tamwil/article/view/7853>>.

as unfair treatment, deception (*gharar*), manipulation, or any conduct that results in unjust harm to one of the contracting parties.⁸⁸

In relation to the ticket refund dispute, the initial absence of a refund option following the announcement of the venue change raises concerns regarding the protection of consumers' contractual rights. By limiting the available remedy to a ticket upgrade, the promoter effectively restricted consumers' autonomy in determining whether to proceed with or withdraw from the modified contractual arrangement. Such limitation becomes particularly significant when the alteration affects a substantive element of the agreed benefit. From the standpoint of Islamic contract law, a substantial change to the object or quality of the benefit may justify the right of the aggrieved party to reconsider or rescind the agreement.

In the principles of *muamalah*, transparency constitutes an essential component of justice. Business actors are obligated to provide clear, comprehensive, and non-misleading information regarding the rights and obligations of the parties, including matters related to timelines, procedures, and obstacles in the refund process. Consumers are entitled to certainty concerning when their funds will be returned and through what mechanism. The lack of clarity in information and the slow response to consumer complaints indicate that the application of the transparency principle still remains optimal.

⁸⁸ Hadi Nur Taufiq, Murdiono, and muhamad Amin, *Konsep Muamalah Dalam Islam* (Kota Malang: Universitas Muhammadiyah Malang, 2023).

In addition, promoters are obliged to refund consumers who cancel their tickets in a timely manner. In *Maqashid Syariah*, there is a principle of *raf al-zulm* which directs that consumer rights be restored immediately, either through refunds or equivalent compensation.⁸⁹ Prolonged delays have the potential to place consumers in a disadvantaged position, both economically and psychologically, so that this condition is not in line with the principle of prohibition of injustice in Islam.

Thus, promoters are obliged to fulfill their promise to return funds on time, provide transparent information, and take responsibility for the impact of such delays. Fulfilling these obligations is a manifestation of the implementation of the values of justice and trust in economic transactions in accordance with the principles of Islamic law.

3. Protection of Property (*Hifz al-maal*)

The principle of *hifz al-mal* is one of the main objectives of *maqashid syariah*, which emphasizes the importance of protecting property. *Hifz al-mal* is realized through *fiqh muamalah*, which instills the awareness that everything in the heavens and on earth belongs to Allah SWT, while humans only act as managers who are responsible for its use and will be held accountable before Him.⁹⁰

The principle of *hifz al-māl* emphasizes that property is classified as a basic necessity (*dharuriyāt*) that must be protected in order to ensure the

⁸⁹ Dita Puspita Anggraeni, Agustina Kumala, and Dewi Sholihah, 'Consumer Legal Protection for Defaults in Music Concert Ticket Purchase Deposit Services', 10.01 (2025), 39–50 <<https://journal.trunojoyo.ac.id/ettijarie/article/view/31160>>.

⁹⁰ Abdul Halim Halmi and others, *Filsafat Hukum Dalam Islam* (Kabupaten Serang Banten: PT. Sada Kurnia Pustaka, 2025).

survival of individuals and society. The protection of property is considered an obligatory part of the Sharia's objective of creating public benefit. This principle is in line with the objectives of the Consumer Protection Law, which aims to protect consumers' rights to safety, comfort, and fairness in the consumption of goods and/or services, including from the risk of property loss due to fraudulent practices, manipulation of information, or negligence on the part of business actors.⁹¹

In the context of DAY6 concert ticket refunds, the funds paid by consumers for tickets are in the control of the promoter from the moment of transaction. When consumers request a cancellation for a valid reason, namely a change of venue that affects the promised benefits, then those funds must be legally returned to consumers. Delays or late refunds without a clear basis can be seen as actions that are not in line with the principle of *ḥifz al-māl*, because they result in the withholding of consumers' assets that should have been returned in accordance with the agreement.

The detention of another person's property without a valid basis is a prohibited act and can be categorized as *al-māl al-bāṭil*. In the case of ticket refunds, based on official information from consumer representatives, the total amount of unpaid refunds is Rp4.6 billion. This shows that most of the consumers' assets are still in the control of the promoter without any certainty as to when they will be returned. The

⁹¹ Ardiansyah Bagus Ramadhan and Fawwaz Sobirin Adrebi, 'Relevansi Undang Undang Perlindungan Konsumen E-Commerce Dengan Prinsip Hifz Al-Mal Di Indonesia', *LoroNG: Media Pengkajian Sosial Budaya*, 14.1 (2025), 32–34.

actions of the promoter as a business operator can be categorized as the acquisition or control of property in an unlawful manner (*al-mal al-batil*). In contemporary studies, the concept of *al-mal al-batil* in the Qur'an and fiqh is not only understood as the practice of unlawful acquisition of assets, but also includes various forms of wealth acquisition that are contrary to the principles of justice and trust, such as abuse of authority, bribery, and manipulation of public resources.⁹²

Promoters have an obligation to keep funds originating from consumers in a responsible manner while those funds are in their possession. If financial constraints arise that result in delays in returning funds, promoters are obliged to provide transparent explanations and clear information to consumers, accompanied by efforts to find a fair and non-detrimental solution. A lack of effective communication and slow response to consumer complaints may reflect a failure to optimally fulfill the responsibility to protect consumer rights in the form of compensation.

The principle of *hifz al-māl* not only emphasizes the protection of property, but also contains elements of justice in every economic transaction. In muamalah, each party must obtain their rights proportionally without any element of injustice or unilateral loss. In the case of ticket refunds, consumers have fulfilled their obligations by paying the ticket price as agreed. However, when consumers exercised their right

⁹² Sarah Rana Zahira and Sarah Rana Zahira, 'Amanah Dan Kepemilikan Harta Dalam Perspektif Rasulullah Dan Sahabat : Analisis Terhadap Praktik Korupsi Kuota Haji', *Ilmu Ekonomi Dan Keuangan Islam*, 2025, 1–13 <https://www.researchgate.net/publication/398718104_Amanah_dan_Kepemilikan_Harta_dalam_Perspektif_Rasulullah_dan_Sahabat_Analisis_terhadap_Praktik_Korupsi_Kuota_Haji>.

to cancel their purchase and request a refund, the promoter did not return the funds in a timely manner. This situation shows an imbalance in the fulfillment of rights and obligations, which is not in line with the principle of fairness that is part of the protection of property in *ḥifẓ al-māl*.

Protection of property in Islam is not only the responsibility of the individual owner to safeguard and manage it, but also the obligation of other parties to respect and not violate those property rights. In addition, the state or authorized institutions have an important role in ensuring that the property rights of every individual are protected from potential violations by other parties, including violations committed by business actors. In this context, the involvement of consumer protection agencies such as the National Consumer Protection Agency (BPKN) and the Ministry of Trade in facilitating mediation between consumers and promoters is a form of consumer rights protection.

Thus, the uncertainty surrounding the refund of DAY6 concert tickets can be considered inconsistent with the principle of *ḥifẓ al-māl*. Promoters have an obligation to complete refunds in accordance with the agreement that has been provided, so that delays without valid reasons have the potential to violate consumers' property rights. The protection of consumer property is an integral part of efforts to maintain fairness and balance in economic transactions, which is in line with the objectives of Sharia law to achieve benefits and prosperity in commercial activities.

4. The Principle of Justice in Muamalah

Legal actions taken by consumers through consumer representatives, whether through non-litigation mechanisms such as mediation with the National Consumer Protection Agency (BPKN) and the Ministry of Trade or through litigation, can be said to be in accordance with the principles of Islamic law. According to Islamic perspective, demanding rights that have been violated is part of the effort to uphold justice ('*adl*), which is one of the main objectives of Sharia law. Justice in muamalah requires a balance between the rights and obligations of the parties, so that there is no unilateral loss in a transaction.⁹³

The principle of justice (*al-'adl*, العدل) and the removal of harm (*ad-dharar yuzal*, الضرر يزال) serve as a foundation in resolving muamalah disputes. Islam emphasizes that every transaction must be conducted fairly, transparently, and without causing disproportionate harm to either party. In the context of disputes arising from a transaction, the resolution of the dispute should aim at achieving significant justice thru deliberation or a mutually agreed-upon mediation mechanism.⁹⁴

The mediation process undertaken by the consumer can be considered an implementation of the principle of *iṣlāḥ* (reconciliation), which is one of the alternative forms of conflict resolution outside the litigation mechanism. This method has the advantage of the parties'

⁹³ Sumardi Efendi, 'Prinsip Keadilan Dalam Proses Penyelesaian Sengketa Hukum Islam', *Constitutio: Jurnal Riset Hukum Kenegaraan Dan Politik*, Vol. 1, No. 2, (2022), 89 <<https://ejournal.staindirundeng.ac.id/index.php/constituo/article/view/3427/1009>>.

⁹⁴ Rezkia Zahara Lubis and Fahri Roja Sitepu, 'Kaidah Fiqh Sebagai Instrumen Penyelesaian Sengketa Dalam Praktik Muamalah Kontemporer', *Jurnal Bilal: Bisnis Ekonomi Halal*, 6.1 (2025), 1–10 <<https://ojs.polmed.ac.id/index.php/Bilal/article/view/2679>>.

willingness because it is based on mutual agreement, as well as a relatively quick process that prioritizes deliberation and familial principles in resolving disputes.⁹⁵ This shows that Islamic law prioritizes peaceful resolution to maintain the relationship between the parties and minimize the occurrence of conflict. However, if the mediation mechanism does not result in an agreement that provides legal certainty regarding the refund to the consumer, then the option to pursue litigation can be considered a justified step.

In Islamic law, the use of litigation mechanisms to reclaim unfulfilled rights does not contradict sharia, as long as it is done with the intention of upholding justice and not to oppress others. Therefore, the consumer's decision to consider litigation after unsuccessful non-litigation efforts thru mediation can be regarded as a legitimate attempt to uphold property rights and enforce the principle of justice in transactions. Thus, the entire series of legal efforts undertaken by the consumer reflects legal awareness as well as the implementation of Sharia values in addressing contemporary muamalah disputes.

⁹⁵ Ahmad Syofyan and Anggun Nurfani, 'Prinsip Penyelesaian Sengketa Melalui Perjanjian Dalam Perspektif Hukum Internasional Dan Hukum Islam', *Prosiding Seminar Hukum Aktual Fakultas Hukum Universitas Islam Indonesia*, 2.1 (2024), 151–66 <<https://journal.uii.ac.id/psha/article/view/33586>>.

CHAPTER V

CONCLUSION

A. Conclusion

1. The legal remedies pursued by consumers due to the refund issues of the Day6 Indonesia World Tour concert tickets were carried out gradually, starting from individual efforts to collective measures. Consumers initially submitted refund requests through the Google Form provided by the promoter and conducted follow-ups via the promoter's social media platforms. However, due to the slow response and uncertainty from the promoter, consumers through their representatives pursued non-litigation efforts in the form of mediation facilitated by the National Consumer Protection Agency (BPKN) and the Ministry of Trade, as well as a hearing conducted through the Indonesian Consumers Foundation (YLKI).

Nevertheless, due to the absence of legal certainty and the failure to realize the refund in accordance with the agreed settlement, consumers considered the mediation process no longer effective and opened the possibility of pursuing litigation. These actions are in accordance with Article 45 of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which grants consumers the right to seek the fulfillment of their rights through dispute resolution mechanisms both outside and within the court system. The prolonged delay in the refund indicates the failure of the business actor to fulfill its obligation to provide compensation in a timely

manner, thereby potentially violating consumers' rights as stipulated under Articles 4 and 7 of the UUPK.

2. From the perspective of Islamic law, the delay in refund contradicts the principles of *muamalah*, particularly the obligation to fulfill contractual agreements. The legal relationship between the promoter and the consumers in the purchase of concert tickets may be categorized as an *ijarah* (lease of services) contract, in which the promoter is obliged to provide the agreed benefit. When such benefit is not fully delivered and the consumer submits a cancellation request on legitimate grounds, the promoter bears the obligation to provide *damān* (compensation). The promoter's act of delaying the refund beyond the promised timeframe and without clear certainty constitutes a form of injustice (*zulm*) and a violation of the principle of transparency in *muamalah*. Furthermore, the retention of consumers' funds without a definite timeline for repayment contradicts the principle of *ḥifẓ al-māl* (protection of property), as the consumers' assets that should have been returned remain under the promoter's control without lawful justification. The consumers' decision to consider litigation after non-litigation efforts through mediation failed may be regarded as a legitimate form of *ikhtiar* (lawful effort) in safeguarding property rights and upholding the principle of justice in transactions.

B. Recommendations

1. For Business Actors, Promoters should carry out their obligations professionally and responsibly, particularly in relation to refunding

consumers. The refund mechanism must be implemented transparently, in a timely manner, and accompanied by clear communication to avoid legal uncertainty. Furthermore, the drafting of the terms and conditions should be designed fairly and should not disadvantage consumers.

2. For Consumers, Consumers are advised to carefully read and understand the terms and conditions before purchasing concert tickets, and to retain proof of transactions as evidence in the event of a dispute. If consumers experience losses, they are encouraged to report the matter to the authorized institutions responsible for handling consumer disputes in order to obtain optimal legal protection.
3. For the Government, the government, through the relevant authorities, needs to strengthen supervision over entertainment service providers and ensure the existence of stricter technical regulations concerning refund mechanisms in concert organization. Strengthening the role of the National Consumer Protection Agency (BPKN) and the Consumer Dispute Settlement Agency (BPSK) is also necessary to ensure that consumer dispute resolution operates effectively and provides legal certainty.

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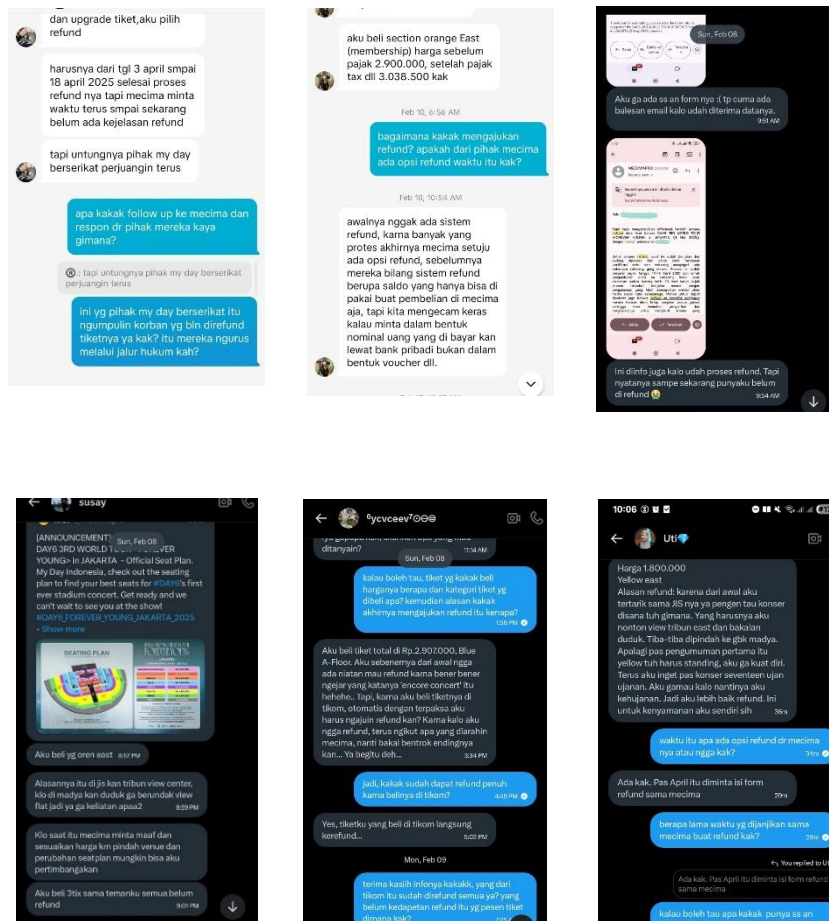
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APPENDIXES

List of Interview Questions

1. Apakah Kakak bersedia menjadi informan dalam penelitian saya mengenai permasalahan pengembalian dana (refund) tiket konser Day6 Indonesia World Tour oleh PT Melania Citra Permata (Mecimapro)?
2. Tiket kategori apa yang Kakak beli dan berapa harganya? Apakah pembelian dilakukan melalui website resmi Mecimashop, Tiket.com, membership, atau pihak ketiga lainnya?
3. Apa alasan Kakak memutuskan untuk mengajukan refund setelah adanya perubahan venue dari Jakarta International Stadium ke Stadion Madya Gelora Bung Karno?
4. Bagaimana prosedur pengajuan refund yang Kakak lakukan? Apakah melalui Google Form, email, atau mekanisme lain yang ditetapkan oleh promotor?
5. Berapa lama estimasi waktu pengembalian dana yang dijanjikan oleh pihak Mecima kepada Kak?
6. Apakah hingga saat ini dana refund sudah diterima? Jika belum, sudah berapa lama penundaan yang Kakak alami?
7. Upaya hukum apa yang Kakak tempuh untuk memperjuangkan hak refund, misalnya bergabung dengan My Day Berserikat, mengikuti mediasi, atau langkah lainnya?

Figure 4 Interview with consumers



CURRICULUM VITAE



Name	:	Siti Inayatul Hasanah
Gender	:	Female
Place and Date of Birth	:	Probolinggo, October 15, 2003
Religion	:	Islam
University	:	Maulana Malik Ibrahim State Islamic University Malang
Address in Malang	:	Perumahan Graha Cendana, Jalan Simpang Sunan Kalijaga VI Blok B No. 9, Dinoyo, Kota Malang
Home Address	:	Jl. Kh Hasan Genggong no. 20, Kelurahan Sukoharjo, Kecamatan Kanigaran, Kota Probolinggo
Phone Number	:	085607587756
Email	:	sitiinayatul1510@gmail.com

Educational Background	SDN 3 Sukoharjo (2010-2016) SMPN 5 Kota Probolinggo (2016- : 2019) SMAN 4 Kota Probolinggo (2019- 2022)
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