

LEGAL STUDY ON CULINARY BUSINESS USING EXTREME IN THE PERSPECTIVE OF ISLAMIC LAW AND NATIONAL LAW

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Abstract

One phenomenon that is currently rife is the practice of buying and selling food with extreme names. Food with these extreme names is already rife in the midst of society. The problem in this thesis is how are the legal provisions in the culinary business using extreme names in the perspective of Islamic law and National Law, what are the consequences of culinary business law using extreme names in the perspective of Islamic law and National Law, how is the culinary business in accordance with the rules of Islamic law and National Law. The research is a normative juridical research with a normative juridical approach using secondary data processing primary legal materials, secondary legal materials and tertiary legal materials. Analysis of the data used is qualitative data. Based on the results of the research that the legal provisions in the culinary business using extreme names in the perspective of Islamic law are not in accordance with the MUI Fatwa Number 4 of 2003 concerning the Standardization of Halal Fatwa in the fourth section regarding the problem of using names and or symbols that lead to kufr and falsehood. The legal basis for regulating the distribution of food products is Law Number 8 of 1999 concerning Consumer Protection, Law of the Republic of Indonesia Number 36 of 2009 concerning Health and Law of the Republic of Indonesia Number 18 of 2012 concerning Food and other laws and regulations. The legal consequences of the culinary business using extreme names such as using the words hell, devil, devil for the names of food products, beverages, medicines, cosmetics, and clothing because things are prohibited in Islam and the law is haram while according to Law Number 18 of 2012 concerning Food, that food and beverages that do not meet standard provisions, health requirements or endanger health are prohibited from being circulated, withdrawn from circulation, distribution permits are revoked and confiscated to be destroyed in accordance with the provisions of laws and regulations. Culinary business that is in accordance with the rules of Islamic law must be in accordance with syara' law, meaning that in the concept of Islamic law there are things that can be done and there are things that cannot be done and Islam teaches that in business you must apply the principles of business ethics while according to the consumer protection law. business actors are obliged to provide information regarding the composition of food and beverage products. Business actors who trade food and beverage products provide clear, honest information regarding the composition and halalness of traded food and beverage products to protect the rights of Muslim consumers against non-halal products.

Keywords : Culinary, Extreme, Islamic Law, National Law.

1. INTRODUCTION

The more advanced the times and changes in the pattern of human life, human needs also change, especially in primary needs, one of which is food and drink. The increasing need for food, of course, will bring business opportunities that can be done by the people of Indonesia. The rapid development of the food and beverage business can be seen from the many uses of these businesses in the provision of ready-made food and beverages and one of them is the culinary business.

This culinary business is in great demand by the people of Indonesia and this can be seen from the increasing number of successful and rapidly growing culinary businesses. The rapid growth of the culinary business has recently stimulated the interest of entrepreneurs to start a business in the culinary field. The culinary business (food and beverage) has recently become a *prima donna* and has its own charm for business people who want to start their business or even expand their business network with various systems, forms and models of business cooperation agreements. Culinary business places that offer various forms of processed food and beverages are very easy to find.

Islam stipulates that to be able to achieve lawful assets, there must be a match between the intentions, processes, and means used. Even if it is preceded by good intentions (motives), but if the process and the facilities used are not justified by Islam, then surely the wealth produced will not be a blessing and the law is forbidden.

One phenomenon that is currently rife is the practice of buying and selling food with extreme names or symbols. Food with the name or symbol of this extreme itself is rife in the midst of society. Almost every culinary with the extreme label is never empty of visitors and it is all a business strategy to attract visitors.

Examples of labeling products that are currently trendy in the community are devil meatballs, jablay noodles, upil meatballs, child meatballs, toilet meatballs, devil's rib meatballs, cat rice, kuntilanak ice, pocong ice, corpse satay, ronggeng noodles, tuyul rice, anchovies buto ijo, gra ndong noodles, devil's sauce, devil's chips, devil's hair chicken, and rob noodles. The use of extreme words such as hell, devil and devil to be used as the names of food products, beverages and others for the names of culinary products are usually used to describe extreme levels of spiciness.

The Indonesian Ulama Council of West Sumatra stated that it is illegal to name a product with the names hell, devil, and the devil. Mainly for food products, beverages, medicines, cosmetics, and clothing. The reason it is forbidden in Islam is that when it comes to matters that are principled in Islam related to faith, such as the words hell, devil, devil, then the law is haram. MUI also issued a number of recommendations related to this, namely to the government to issue regulations in the context of implementing this fatwa. Then the government should follow up on this fatwa in the form of an appeal and outreach to the public.

The phenomenon of the use of names (terms) that are forbidden in Islamic teachings is interesting, because the use of these names (terms) is not expressly prohibited in Article 20 letter a of Law Number 20 of 2016 concerning Marks and Geographical Indications. that a mark cannot be registered if it conflicts with state ideology, laws and regulations, morality, religion, decency, or public order.

Forms of business and culinary business that are innovative and creative with unique and extreme shapes, textures, places, and even food names, so the author wants to examine the views of Islamic law and national law looking at buying and selling culinary businesses with extreme names so that selected a thesis entitled,

"Legal Study of Culinary Business Using Extreme Symbols in the Perspective of Islamic Law and National Law".

2. METHODOLOGY

The research is a normative juridical research with a normative juridical approach using secondary data processing primary legal materials, secondary legal materials and tertiary legal materials. Analysis of the data used is qualitative data

This research is descriptive analytical, namely research that only describes the state of the object or event without an intention to draw conclusions that apply in general. This type of research is normative legal research, namely research on legal principles. This legal research is also referred to as library research or document study because this research is mostly carried out on secondary data in the library.

3. RESULT

Legal Provisions In Culinary Business Using Extreme Names And Symbols In The Perspective Of Islamic Law And National Law Islamic Law

The abundance of available food makes entrepreneurs flock to open up business opportunities. Culinary business competition is running very tight so that entrepreneurs must be creative so that their merchandise is ogled by consumers. One of the strategies used by this culinary practitioner is not only selling the taste but more in terms of naming it, so that giving a unique name becomes the main attraction.

The phenomenon of the development of the culinary business is shown by the emergence of extreme names for naming foods such as devil's meatballs. The reason for giving the name Satan itself can be seen from the large size of the super jumbo size and judging from the abbreviation Satan, which is so large that it is named the Devil's meatball. Giving the name of the devil's meatball to attract the attention of visitors with names that are not commonly used to make buyers curious.

In principle, all food and drink in this world is halal, all to be eaten and drunk unless there is a prohibition from Allah SWT, which is contained in the Qur'an and contained in the hadith of the Prophet Muhammad SAW. Every object on the surface of the earth according to its original law is halal unless there is a syar'i prohibition in Islam there are provisions that must be obeyed in terms of food and drink. Almost everything that can be consumed is halal, and only a little is haram.

The issue of halal and haram for Muslims is very urgent and has great meaning, because the acceptance of an act of worship by Allah is very dependent on the halalness of everything consumed. Therefore, it is only natural that this problem receives serious attention from Muslims.²⁷ Processed products, both food, beverages, medicines and cosmetics, can be categorized into the musytabihat (syubahat) group, especially if the product comes from a country with a majority population. non-Muslims, even though the raw materials are holy and halal goods. Because it does not rule

out the possibility in the manufacturing process mixed or using materials that are unlawful and impure.

Halal food is food that is allowed to be consumed according to the Shari'a and is good for the body in terms of health (medical). Halal products are products that meet the halal requirements in accordance with Islamic law, namely:

- 1) Halal substance.
- 2) Halal way to get it.
- 3) Halal in processing it.
- 4) Halal in storage.
- 5) Halal in transportation.
- 6) Halal in its presentation.

National Law

The legal basis for securing the circulation of food products is Law Number 8 of 1999 concerning Consumer Protection, Law of the Republic of Indonesia Number 36 of 2009 concerning Health and Law of the Republic of Indonesia Number 18 of 2012 concerning Food and other laws and regulations.

The legal regulation of securing the circulation of food and beverages in accordance with the laws and regulations in force in the health, food and consumer sectors basically regulates the protection of the public so that in consuming the circulating food and drink its safety is guaranteed, in accordance with health standards or requirements, having a distribution permit. and every packaged food and drink must be marked or labeled in accordance with the applicable laws and regulations. Food and beverages that do not meet standard provisions, health requirements or endanger health are prohibited from being circulated, withdrawn from circulation, distribution permits revoked and confiscated to be destroyed in accordance with the provisions of laws and regulations.

Food is a part of human rights that cannot be ruled out in fulfilling daily needs because food is part of the most basic human needs that must be met. Legal arrangements for securing food circulation are in accordance with applicable laws and regulations such as Law Number 8 of 1999 concerning Consumer Protection, Law Number 36 of 2009 concerning Health and Law Number 18 of 2012 concerning Food which basically regulates the protection of the community. so that in consuming food in circulation its safety is guaranteed, in accordance with health standards or requirements.

The consumer's position is weak, it must be protected by law. One of the nature of the purpose of the law is to provide protection (protection) to the community.³³ Consumer protection is a term used to describe the legal protection provided to consumers in an effort to meet their needs from things that can harm the consumers themselves.³⁴ The purpose of consumer protection is to increase the empowerment of consumers in choosing, determining and demanding their rights as consumers, creating a consumer

protection system that contains elements of legal certainty and information disclosure as well as access to information.

Many people assume that the only one who is obliged to provide consumer protection is the consumer organization. This assumption is certainly not true. Consumer protection is actually the responsibility of all parties, including the government, entrepreneurs, consumer organizations and consumers themselves. Without the contribution of these four elements, according to their respective functions, it is not easy to realize consumer welfare.

Realizing a good legal protection system requires several consumer protection arrangements, namely:

1. Creating a consumer protection system that contains elements of open access and information, as well as ensuring legal certainty.
2. Protecting the interests of consumers in particular and the interests of all business actors.
4. Improving the quality of goods and services.
5. Provide protection to consumers from deceptive and misleading business practices.
6. Integrating the implementation, development and regulation of consumer protection with protection in other fields.

In accordance with Article 3 of Law Number 8 of 1999 concerning Consumer Protection, that the purpose of consumer protection is to increase the empowerment of consumers in choosing, determining and demanding their rights as consumers, creating a consumer protection system that contains elements of legal certainty and information disclosure and access. to obtain information, to raise awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude grows in doing business, improving the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security and safety of consumers.

Article 4 of Law Number 8 of 1999 concerning Consumer Protection regulates the rights of consumers:

1. The right to comfort, security and safety in consuming goods and/or services.
2. The right to choose goods and or services and to obtain the goods and or services in accordance with the exchange rate and the promised conditions and guarantees.
3. The right to correct, clear and honest information regarding the conditions and guarantees of goods and or services.
4. The right to have their opinions and complaints heard on the goods and or services used.
5. The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes.
6. The right to receive guidance and consumer education
7. The right to be treated or served correctly and honestly and not discriminatory.

8. The right to obtain compensation, compensation or replacement if the goods and or services received are not in accordance with the agreement or not as they should be.

Consequences of Culinary Business Law by Using Extreme Names and Symbols in the Perspective of Islamic Law and National Law.

Islamic Law

The use of extreme themed labels such as demons, devils and others in every culinary labeled with the devil, is never empty of visitors and it is a surefire business strategy to attract visitors.

The names of foods named devils such as rawon devil, devil noodles are names that are enemies of Allah, so don't make it something fun because as a Muslim you have to be careful, don't let names that become enemies of Allah such as infidel meatballs, devil noodles, hypocrites to be idols.

A person who has idolized a food that has a name that is God's enemy then that name will affect his subconscious, so that it can make someone often mention the thing that is his idol and in the end it is feared to be far from God, because what is often mentioned is the word satan.

Names are not just giving names, but names will give an impression and can imitate these names, names will give a deep impression and will make an impression on the heart and will affect the pattern of life. The Indonesian Ulema Council (MUI) has standards in naming in accordance with the MUI Fatwa Number 4 of 2003 concerning Standardization of Halal Fatwa in the fourth section regarding the issue of using names and materials as follows:

- a. May not consume and use names and or symbols of food or drink that lead to kufr and falsehood;
- b. It is forbidden to consume and use the names and or symbols of food or drinks that refer to the names of objects or animals that are forbidden, especially pork and wine, except those that have become a tradition ('urf) and are ensured that they do not contain prohibited elements such as the names of meatballs, bakwan , bakpia, and dumplings;
- c. It is forbidden to consume and use mixed ingredients for food or beverage components that give rise to the taste or aroma of prohibited objects or animals, such as pork flavored instant noodles, bacon flavour, and others.
- d. It is not allowed to consume food or drinks that use the names of forbidden foods or drinks such as whiskey, brandy, beer, and others

Products called devils, such as devil's noodles, devil's rawon, devil's meatballs in the culinary business and foods labeled devil are well known among the Indonesian people and especially among spicy lovers, although the name of the food named devil is scary and scary and does seem disrespectful in naming it. However, many people know that the name of the devil is only a symbol of food that has a spicy taste and there is no purpose to say devil food.

Based on the verse above, then do not follow the steps of Satan, which are all visible and invisible Satanic teachings, then when you connect the names of extreme foods, it is to prevent the spread of foods with strange names among the people, because it is feared that if the product of the names of foods named devils, there will be more and more foods with names that are enemies of Allah, such as hypocrites, disbelievers, and others and it is feared that they will cause them to be far from remembering Allah.

National Law

Protection of consumers must be a serious concern by the government, especially for drug and food products circulating in the community, so that consumers and the public in general do not become victims of irresponsible producers. Fulfillment of safe and quality medicines and food is a human right so that the government is obliged to pay special attention to national trade activities.

Law Number 8 of 1999 concerning Consumer Protection is expected to create fair trade business activities not only for business actors, but directly for the benefit of consumers, both as users, beneficiaries and users of goods and/or services offered by business actors.

The principle of responsibility is a very important subject in consumer protection law. In cases of violation of consumer rights, caution is required in analyzing who should be responsible and how far the responsibility can be assigned to the related parties. Regarding the responsibility of business actors in consumer protection law, caution is needed in analyzing who should be responsible and can be charged to the parties concerned. The principles of responsibility in consumer protection law can be distinguished as follows:

a. Error (liability based on fault).

The principle of liability based on fault (fault liability or liability based on fault) is a fairly common principle applicable in civil law. In the Civil Code, particularly Articles 1365, 1366 and 1367, this principle is firmly adhered to. This principle states that "a person can only be held legally responsible if there is an element of wrongdoing.

The background of the application of this principle is that consumers only see everything behind the walls of a corporation as a single entity. It cannot tell which ones are organically related to corporations and which are not. This doctrine is called ostensible agency. This means that if a corporation gives the impression to the public, the people who work there are employees who are subject to the coordination order of the corporation, then it is sufficient for the corporation to be vicariously responsible for its consumers.

b. The presumption of responsibility (presumption of liability).

This principle states that the defendant is always considered responsible, until he can prove that he is innocent. So, the burden of proof is on the defendant. However, if applied in the case of consumers it will appear, such principles are quite relevant. If this theory is used, it is the business actor who is being sued to prove the errors. It is the defendant who

presents evidence of his innocence. Of course, consumers do not necessarily mean they can file a lawsuit at will. The position of the consumer as the plaintiff is always open to being sued back by the business actor, if he fails to show the defendant's fault.

c. The principle of presumption not to always be responsible

This principle is the opposite of the presumption of being responsible. The presumption of non-liability principle is only known in the scope of consumer transactions, which is very limited, and this limitation can be justified. "This means that they can be held accountable as long as the evidence of wrongdoing by the business actor can be shown. The party charged with proving the error is the consumer.

d. Principle of Absolute Responsibility

The principle of absolute responsibility (strict liability) is often identified with the principle of absolute liability. The principle of absolute responsibility in consumer protection law is needed to "ensnare" business actors, especially business actors, who market their products that are detrimental to consumers. The principle of responsibility is known as product liability. According to this principle, business actors must be responsible for losses suffered by consumers from using the products they market.

e. The Principle of Liability with Limitations

The principle of limitation of liability is highly favored by business actors and is often included in the standard clauses they make. This principle of responsibility is very detrimental to consumers because it is determined unilaterally by business actors. In the Consumer Protection Law, business actors are prohibited from determining standard clauses that are detrimental to consumers, including limiting their maximum responsibilities. There are absolute limitations that must be based on clear statutory regulations.

f. Product Liability.

Regarding product liability, it is related to unlawful acts as stated in Article 1365 of the Civil Code, but due to various difficulties encountered in filing claims for compensation for losses to business actors, the concept of absolute responsibility (strict liability) is applied. With the implementation of this absolute responsibility, every consumer who is harmed due to a defective or unsafe product can claim competence without having to question whether or not there is an element of error on the part of the producer.

Regarding the responsibility of this product in Law No. 8 of 1999 it is explicitly formulated in Article 19 paragraph (1) which states "Business actors are responsible for providing compensation for damage, pollution, and / or consumer losses due to consuming goods and / or consumer losses due to consuming goods. goods and/or services produced or used".

The emerging principles regarding the position of consumers in legal relations with business actors depart from doctrines or theories known in the history of consumer protection law. Included in this group are:

1. Let the Buyer Beware Principle.

The principle of let the buyer beware or caveat emptor is the embryo of the birth of disputes in the field of consumer transactions. This principle

assumes that business actors and consumers are two very balanced parties so that there is no need for any protection for the consumer.

The doctrine that says let the buyer beware is opposed by supporters of the consumer protection movement (consumerism). According to this principle, in a civil buying and selling relationship, it is the buyer (consumer) who must be careful if he buys and consumes inappropriate goods. With the UUPK, the trend of caveat emptors (consumers who need to be careful) can begin to be directed towards caveat vendors (business actors who need to be careful).

2. The Due Care Theory.

This principle states that business actors have an obligation to be careful in promoting products, both goods and services. As long as he is careful with his product, he can't be blamed. If interpreted a-contrario, then to blame a business actor, someone must be able to prove that the business actor violated the precautionary principle.

The law of evidence in Indonesia generally adheres to the distribution of the burden of proof to the plaintiff. Article 1865 of the Civil Code expressly states: Whoever argues that he has a right or to confirm his rights or refutes the rights of others, or points to an event, then he is obliged to prove the existence of that right or event. Article 1865 of the Civil Code applies in the field of civil law, both to consumers who sue in default or on the basis of acts against the law.

3. The Privity of Contract Principle

This principle states that business actors have an obligation to protect consumers but this can only be done if there is a contractual relationship between them. Business actors cannot be blamed for things beyond what was agreed upon. This means that consumers may sue based on contractual liability. In the midst of the lack of legislation in the consumer sector, it is very difficult to sue on the basis of tortious liability. If a legal relationship is established, the problem will not simply be resolved, even though it is often legally stated that business actors and consumers are domiciled in the same position, but the facts are. Consumers are parties who are usually dictated according to the wishes of business actors. The phenomenon of standard contracts that are widely circulated in the community is a clear indication of how powerless consumers are in facing the domination of business actors. In such a contract, the business actor can unilaterally eliminate the obligations he should have borne.

The forms of accountability of business actors can be classified into two groups, namely:

1. Administrative Liability

The form of administrative responsibility that can be sued from producers as business actors is regulated in Article 60 of Law Number 8 of 1999 concerning Consumer Protection, namely the payment of compensation for a maximum of Rp. 200,000,000.00 (two hundred million rupiah), for violations of the provisions concerning:

- a. Failure to pay compensation to consumers (Article 19 paragraphs (2) and (3))

- b. Unqualified Advertising (Article 20)
- c. Failure to provide spare parts (Article 25)
- d. Failure to fulfill the promised warranty/guarantee.

2. Private (civil) liability

The legal relationship may have existed before between producers and consumers, in the form of a contractual relationship (a contractual relationship), but there may also never have been a previous legal relationship and a legal bond was born after an event that harmed the consumer occurred. The responsibility of the producer (business actor) is the responsibility in connection with the legal relationship between the producer (business actor) and the consumer and the responsibility based on the legal relationship that was born later as a consequence of using or consuming the product. In other words, the civil responsibilities referred to here are civil responsibilities, both contractual and outside the contractual relationship.

Losses for damage are all losses in the form of damage to consumer goods caused by the product used/purchased. For example, consumers buy an item and then store it together with other goods or use it on other goods and cause damage to the other goods.

Consumer losses as a result of consuming goods and/or services produced or traded. Consumer losses are losses in the form of human casualties. For example, because of consuming certain products, consumers fall ill or even die.

Article 19 paragraph (2) of the UUPK provides guidelines on the amount, form, or form of compensation, namely:

- a. Money refund
- b. Replacement of goods and/or services of similar or equivalent value
- c. Health care
- d. The provision of compensation is in accordance with the provisions of the applicable legislation.

Article 20 of Law Number 8 of 1999 concerning Consumer Protection states that "Advertising business actors are responsible for the advertisements produced and all the consequences caused by the advertisements". In addition, liability also applies to importers of goods or services as producers of imported goods or as providers of foreign services if the importation of goods or the provision of foreign services is not carried out by agents or representatives of foreign producers or representatives of foreign service providers (Article 21).

According to Article 23, business actors who refuse and/or do not respond and/or do not fulfill compensation for consumer demands can be sued through the Consumer Dispute Settlement Agency or submit to the judiciary at the consumer's domicile.

Article 24 of Law Number 8 of 1999 concerning Consumer Protection:

(1) Business actors who sell goods and/or services to other business actors are responsible for claims for compensation and/or consumer claims if:

- a) Other business actors sell to consumers without making any changes to the goods and/or services

- b) Other business actors, in buying and selling transactions, are not aware of any changes in goods and/or services made by business actors or are not in accordance with the sample, quality, and composition.

(2) Business actors as referred to in paragraph (1) shall be released from responsibility for claims for compensation and/or consumer claims if other business actors who purchased goods and/or services resell to consumers by making changes to the said goods and/or services. .

Article 25 of Law Number 8 of 1999 concerning Consumer Protection:

(1) Business actors who produce goods whose utilization is sustainable within a time limit of at least 1 (one) year are obligated to provide spare parts and/or after-sales facilities and are obligated to fulfill the guarantee or guarantee in accordance with the agreement.

(2) Business actors as referred to in paragraph (1) shall be responsible for claims for compensation and/or consumer claims if the said business actors:

- a) Not providing or failing to provide spare parts and/or repair facilities
- b) Failure to fulfill or fail to fulfill the agreed guarantee and/or guarantee.

Article 26 of Law Number 8 of 1999 concerning Consumer Protection stipulates that business actors who trade in services must fulfill the agreed and/or agreed guarantees and/or guarantees. Article 27 of Law Number 8 of 1999 concerning Consumer Protection is regulated regarding matters that relieve business actors from the responsibility suffered by consumers if:

- a. It is proven that the goods should not be circulated or are not intended to be circulated
- b. Defects of goods arise at a later date
- c. Defects arise as a result of compliance with the provisions regarding the qualification of goods
- d. Negligence caused by consumers
- e. The lapse of the prosecution period of 4 (four) years from the date of purchase of the goods or the lapse of the agreed period.

Article 28 of Law Number 8 of 1999 concerning Consumer Protection states that "Proving the presence or absence of an element of error in a claim for compensation is the burden and responsibility of the business actor." This means that a reverse proof system applies, both in criminal and civil cases, something that deviates from the usual procedural law.

Producers as business actors have the duty and obligation to participate in creating and maintaining a healthy business climate that supports the development of the national economy as a whole. Producers are charged with the responsibility for the implementation of these duties and obligations, namely through the application of legal norms, propriety, and upholding the prevailing customs in the business world.

The obligation of business actors to always have good intentions in carrying out their activities as stipulated in the Consumer Protection Law Article 7 Number 1, means that business actors are responsible for creating a healthy climate in business to support national development. This is a

public responsibility imposed on a business actor. For every violation committed by the producer, he is subject to legal sanctions, both administrative sanctions and criminal sanctions. Some actions that are contrary to the aim of creating a healthy business climate can be categorized as criminal acts.

4. DISCUSSION

Culinary Business in accordance with Islamic Law and National Law Islamic Law

The Business Model develops along with the development of technology and the needs of mankind. This business model develops in everyday life, so this development must be responded to appropriately and carefully. The right response is not only related to the benefits and harm aspects, but also the sharia law related to the business model. According to Islam, economic activities must be in accordance with syara' law, meaning that in the concept of Islamic law there are things that can be done and there are things that cannot be done.

Economic activities and other activities aimed at life in this world and in the hereafter are a form of worship to Allah SWT. All activities and whatever is done on earth is a manifestation of worship to Allah SWT. Islam does not allow humans to be secular, that is, to separate worship and worldly activities. Islamic law lives in the midst of society and society is constantly changing, so Islamic law is necessary and even has to take into account the changes (modernity) that occur in that society. This needs to be done so that Islamic law is able to realize benefits in every aspect of human life in all places and times.

One type of business that is currently developing is the culinary business which is growing in the community. Business actors in order to attract consumers' interest, usually there are culinary business actors who are a little extreme in giving the name and shape of their products such as rawon devil, es pocong, devil's noodles and what is currently excited on Facebook's timeline is the latrine cafe. Business actors give extreme names in order to make their business seem unique, strange and can attract as many customers as possible.

A Muslim is certainly required not to be careless in giving a name, either the name of the business itself or a name for oneself, children and so on. Islam teaches about a beautiful name, because the name is a prayer but on the contrary for some other people (non-Muslims) think that good or bad names are all the same.

Islam teaches that in business one must apply the principles of business ethics which include:

1. Unity is unity as reflected in the concept of monotheism which combines all aspects of Muslim life both in the economic, political, social fields into a homogeneous whole, and emphasizes the overall concept of consistency and order. From this concept, Islam offers religious, economic, and social integration in order to form unity. On

the basis of this view, ethics and business become integrated, vertically and horizontally, forming a very important equation in the Islamic system.

2. Balance (fairness). In activities in the world of work and business, Islam requires to do justice, not to mention those who are not liked. This is in accordance with the word of Allah in Surah Al-Maidah: 8. Balance or justice describes the horizontal dimension of Islamic teachings related to the overall harmony in the universe. The laws and order that we see in the universe reflect a harmonious balance. Thus balance, togetherness, moderation are fundamental ethical principles that must be applied in activities and entities
3. Free will. Freedom is an important part of the ethical values of Islamic business, but that freedom does not harm collective interests. Individual interests are wide open. There is no income limit for a person encouraging people to actively work and work with all their potential. To a certain level, humans are endowed with the will free to give direction and guide his own life as caliph on earth al-Baqarah, 2:30. Based on the principle of free will, humans have the freedom to make an agreement, including keeping promises or breaking them. Of course a Muslim who believes in the will of Allah will honor all the promises he makes.
4. Accountability. Unlimited freedom is impossible, because it does not require responsibility. According to Al-Ghozali, the concept of fairness includes not only equilibrium but also justice and equity. To meet the demands of justice and unity, humans need to be held accountable for their actions. Allah emphasizes the concept of moral responsibility for human actions, therefore according to Sayyid Qutub the principle of Islamic responsibility is a balanced responsibility in all its forms and scopes. Between soul and body, between person and family, individual and social between one society and another.
5. Truth, virtue and honesty. Truth in this context, besides containing the meaning of truth as opposed to error, also contains two elements, namely virtue and honesty. In the business context, truth is meant as the right intentions, attitudes and behavior which include the contract process (transaction) the process of seeking or obtaining development commodities as well as in the process of achieving or determining profits. The virtue is the attitude of ihsan, which is an action that can benefit others. In the Qur'an, the principles of truth that contain virtue and honesty can be taken from the affirmation of the obligation to fulfill or fulfill business agreements or transactions. Included in the virtues in business are volunteerism and hospitality. Volunteering in the sense, voluntary attitude between the two parties who carry out a transaction, cooperation or business agreement. It is emphasized to create and maintain harmonious relationships and love between business partners.

Honesty is an honest attitude in all business processes that are carried out without the slightest fraud.

The relationship with the culinary business with extreme names such as the words of the devil even though the food is halal but mentions something that Allah has made lawful by using the term something that Allah hates, then this kind of action includes demeaning Allah's rules and not glorifying His laws. and this is contrary to the attitude of piety to Allah.

Based on these considerations, it is not appropriate to give good food, which is lawful, with a bad name. Devil's meatballs, devil's crackers, devil's chicken noodles, devil's pecel, and so on. True, the goal is to describe how spicy the food is, but avoid the name of this common enemy. Halal food and halal drinks are sustenance from Allah, so they should be honored and respected.

National Law

Business actors in carrying out their business have several obligations that have been regulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, including business actors must have good faith and guarantee the quality of goods and/or services produced and/or traded based on the provisions of quality standards of goods. and/or applicable services.

Article 8 of Law Number 8 of 1999 concerning Consumer Protection also regulates things that should not be done or prohibit for business actors in distributing their products, namely:

- 1) Business actors are prohibited from producing and/or trading goods and/or services that:
 - a. Does not meet or does not comply with the standards required in the provisions of laws and regulations;
 - b. Does not match the net weight, net or net contents, and the amount in the count as stated on the label or label of the item;
 - c. Does not match the size, measure, scale, and amount in the count according to the actual size;
 - d. Not in accordance with the conditions, guarantees, privileges or efficacy as stated in the label, label, or description of the said goods and/or services;
 - e. Not in accordance with the quality, grade, composition, processing process, style, mode, or certain use as stated in the label or description of the said goods and/or services;
 - f. Not in accordance with the promise stated in the label, etiquette, description, advertisement or promotion of the sale of the said goods and/or services;
 - g. Does not include the expiration date or the period of best use or utilization of certain goods;
 - h. Does not follow the provisions for halal production, as stated in the halal statement on the label;
 - i. Not attaching labels or making descriptions of goods containing the name of the goods, size, net or net weight/content, composition, rules of use, date of manufacture, side effects,

names and addresses of business actors, as well as other information for use which according to the provisions must be installed/manufactured ;

- j. Does not include information and/or instructions for the use of goods in Indonesian in accordance with the provisions of the applicable legislation.
- 2) Business actors are prohibited from trading damaged, defective, or used, and polluted goods without providing complete and correct information on the goods in question.
- 3) Business actors are prohibited from trading damaged, defective, or used, an contaminated pharmaceutical and food preparations, with or without providing complete and correct information.

All of the above actions are prohibited for business actors who will distribute their products with the aim that consumers are not harmed in the use of these products. If the business actor violates what has been regulated in paragraphs (1) and (2), he shall not or be prohibited from trading these goods and/or services and must withdraw them from circulation.

5. CONCLUSION

The legal provisions in the culinary business using extreme names and symbols in the perspective of Islamic law are not in accordance with the MUI Fatwa Number 4 of 2003 concerning the Standardization of Halal Fatwa in the fourth part regarding the problem of using names and or symbols that lead to kufr and falsehood. The legal basis for regulating the distribution of food products is Law Number 8 of 1999 concerning Consumer Protection, Law of the Republic of Indonesia Number 36 of 2009 concerning Health and Law of the Republic of Indonesia Number 18 of 2012 concerning Food and other laws and regulations. This legal arrangement basically regulates the protection of the public so that in consuming food and beverages in circulation its safety is guaranteed, in accordance with health standards or requirements, has a distribution permit and every packaged food and drink must be marked or labeled in accordance with the applicable laws and regulations. apply

The legal consequences of culinary business using extreme names and symbols such as using the words hell, devil, devil for the names of food products, drinks, medicines, cosmetics, and clothing because things are prohibited in Islam and the law is haram while according to Law Number 18 of 2012 concerning Food that food and beverages that do not meet standard provisions, health requirements or endanger health are prohibited from being circulated, withdrawn from circulation, distribution permits are revoked and confiscated to be destroyed in accordance with statutory provisions.

Culinary business that is in accordance with the rules of Islamic law must be in accordance with syara' law, meaning that in the concept of Islamic law there are things that can be done and there are things that cannot be done and Islam teaches that in business you must apply the

principles of business ethics while according to the consumer protection law. business actors are obliged to provide information regarding the composition of food and beverage products. Business actors who trade food and beverage products provide clear, honest information regarding the composition and halalness of traded food and beverage products to protect the rights of Muslim consumers against non-halal products.

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