



## CORPORATE ACCOUNTABILITY APPLICATION FOR DELIVERY OF LOST GOODS CARRIED OUT BY COURIER WAHBAH AZ ZUHAILI'S PERSPECTIVE CASE STUDY OF PT. ANTERAJA

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### ABSTRACT

*Delivery service is a service that makes it easier for consumers to send goods from one place to another. However, as time goes by with the increasing volume of delivery, there are challenges in shipping such as the loss of consumer goods when delivery is caused by negligence or courier error. This research aims to find out the company's responsibility for the loss of goods caused by couriers and losses received by consumers. This research method is empirically juridical with a legislative, case and conceptual approaches. The results of this study show that, companies as business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. Companies as business actors must be responsible and compensate for the loss of consumer goods during delivery caused by courier error or negligence. In this case Wahbah az-Zuhaili said that compensation (ta'widh) is to cover the loss that occurs due to violation or mistake and the correct compensation is full compensation and equivalent to the price of the lost item or replacing the item with a new item. The company must compensate for losses that are equivalent to the price of lost goods and must be done in good faith because it has become a risk that can be estimated by the party providing the service.*

**Keywords:** Wahbah az-Zuhaili, Anteraja, Responsibility

## 1. INTRODUCTION

The era of globalization and digitalization has brought significant changes in various aspects of human life, including in the way people interact, trade, and meet their daily needs. One of the changes that has emerged is a digital platform that offers convenience and speed in various services, including shipping goods. Platforms such as Anteraja have become an integral part of the modern economic landscape, connecting consumers with shipping service providers efficiently.

However, behind the convenience and speed offered, there are also challenges and problems that need to be overcome, such as the loss of goods during delivery. The loss of goods causes consumers to feel disadvantaged when using Anteraja's delivery services. In this case, the responsibility of the delivery company for the loss of goods is a crucial aspect that affects customer trust and satisfaction.

Responsibility according to the Big Indonesian Dictionary (KBBI) is the obligation to bear everything if anything happens, can be sued, blamed, and prosecuted. In the legal dictionary, responsibility is a requirement for someone to carry out what has been required of him, while accountability is an act or thing and so on that is responsible or something that is accountable.

In this case, consumers as users of the Anteraja application service who feel disadvantaged by the loss of goods during delivery will definitely report the incident to the service party, because consumers have the right to be heard about their opinions and complaints about the services used. And in this case, there needs to be definite accountability from Anteraja as a business actor and service provider. The accountability of business actors that must be carried out as per Law Number 8 of 1999 concerning Consumer Protection (UUPK) in Articles 19 to 28 of 1999 which states that business actors or companies must be responsible for what has been given to users (Palapessy, Berlianty, and Kuahaty 2023).

Like the same case experienced by Farah Ramadhani, one of Anteraja's consumers who lost an item during delivery. Farah bought a bag online at an e-commerce for Rp109,000 and it would be sent to Lampung. However, the item did not arrive and was lost along with the Anteraja courier. Farah has tried to contact Anteraja's consumer service but there was no response in the form of responsibility from Anteraja.

Wahbah az-Zuhaili's thoughts ( وَ هِبَةُ الزُّهَيْلِيِّ ) regarding responsibility is an important reference in understanding how Islamic law views the problem of lost goods in the context of shipping via platforms. Such as kafalah (guarantee) and appropriate ta'widh (compensation) according to Wahbah az-Zuhaili can be a strong theoretical framework for analyzing Anteraja's responsibility as a digital platform in cases of loss of goods.

This study aims to determine and describe the applicable legal regulations regarding the company's responsibility for consumer losses caused by couriers as part of the business actors, whether they are in accordance with Law Number 8 of 1999 concerning consumer protection which has determined the responsibility of business actors, and to examine Wahbah az-Zuhaili's perspective regarding appropriate responsibility in Islam.

Based on the problems above, the author is interested in explaining and writing a journal entitled "Accountability of Delivery Application Companies for Lost Goods Carried Out by Wahbah az-Zuhaili's Perfective Couriers, Case Study of PT. Anteraja" Through this research, it is hoped that a better understanding and fair responsibility can be created for the injured party.

## 2. RESEARCH METHOD

This research method is empirical juridical, Empirical legal research emphasizes a social phenomenon in society, not only law in a systematic order (Tahir, & Meinarni 2023) . Then the approach used is the statute approach carried out by examining all laws and regulations related to the legal issues being studied and occurring in the field, then the case approach (living case studies approach) where this approach is used to examine the form of loss experienced by consumers of the Anteraja company, as well as the conceptual approach to determine the concept of the Anteraja company's responsibility for losses experienced by consumers based on applicable regulations and Wahbah az-Zuhaili. Secondary data was obtained through document studies in the form of books, journals related to the responsibility of delivery companies. Then the data obtained was processed using a qualitative method which was analyzed using deductive thinking logic.

## 3. RESULT AND ANALYSIS

### **Anteraja Expedition**

Anteraja is one of the popular technology-based shipping companies in Indonesia. Anteraja was founded in 2019 with a focus on same- day delivery , and is a subsidiary of PT Adi Sarana Armada Tbk (ASSA), which is part of the Triputra Group. Since 2019, Anteraja has become the right choice for shipping services.

Since its inception, Anteraja has indeed focused on developing its business in the field of goods delivery services. Starting from 30 couriers in 2019, now Anteraja has more than 40,000 couriers called SATRIA (Sigap, Aman, Terpercaya, Ramah, Integritas, dan Amanah), and reaching all regions of Indonesia. The name SATRIA was chosen to describe the high spirit and dedication in carrying out delivery tasks. As part of the Anteraja team, SATRIA is responsible for ensuring that every package is picked up, processed and delivered to the recipient quickly and correctly.

One of Anteraja's strengths is its competitive shipping prices. They also offer various promos and discounts to attract customers. In addition, Anteraja has an easy-to-use mobile application for ordering and tracking shipments.

Anteraja offers a variety of delivery services, including:

1. Same Day: is a same day delivery service for certain areas.
2. Next Day : service delivery the next day the day .
3. Regular : service delivery with estimate time longer delivery .
4. Economy: more cost-effective delivery service.
5. Cargo: a service for sending goods in large quantities or sizes.

Anteraja's Advantages

1. Wide Coverage Anteraja reaches almost all regions in Indonesia.

2. Competitive Rates, Anteraja offers competitive shipping rates.
3. Fast Service, Anteraja is known for its fast and efficient delivery service.
4. Ease of Tracking, Anteraja provides an online package tracking feature so that it is easier for consumers to find out the delivery status of their packages.
5. Various Service Options, Anteraja offers a variety of delivery services that can be tailored to consumer needs.

To support the company's growth, Anteraja also collaborates with various e-commerce and businesses. Some e-commerce that collaborate with Anteraja are Shopee, Tokopedia, Bukalapak, and Blibli. That way, Anteraja can help business people in sending their products to customers throughout Indonesia, and reach a wider market.

### **Corporate Responsibility for Lost Goods Carried Out by Kuris Perfektif Wahbah Az- Zuhaili**

Wahbah az-Zuhaili was an intelligent scholar ('alim'allamah) who mastered various scientific disciplines (mutafannin). A world-class contemporary fiqh scholar, his fiqh thoughts spread throughout the Islamic world through his fiqh books (Ah and Al 2024) . Wahbah Az-Zuhaili authored more than 200 books. Starting from books consisting of 16 volumes, to articles exceeding 500. One of his books that is widely known in Indonesia is al-Fiqh u al-Islam iwa Adillatuh and Tafsir al-Munir . Al-Fiqh al-Islayy wa Adillatuh (Nasution and Zuhri 2017)

This research uses the book Al-Fiqh al-Islamiy wa adillatuhu which discusses guarantees and ijarah. The book Al-Fiqh al-Islamiy waadillatuh which consists of 8 volumes in Arabic was then translated into Indonesian into 10 volumes. As well as discussing Wahbah az-Zuhaili's response regarding the company as a business actor who is responsible for customer losses caused by one of its workers.

When viewed from the concept of dhaman (guarantee)

الكفالة لها أسماء وهي :كفالة وحمالة وضمانة وزعامة ، ويقال للملتزم بها :ضمين وكفيل وقبيل وحميل وزعيم وصبير

...

Kafaalah has several names, namely kafaalah, hamaalah, dhamaanah and za'aamah . People who guarantee are called dhamiin, kafiil, qabiil, hamiil, za'iim and shabiir ( الأُرْهَيْلِي 1985 ) .

The term ad-Dhamiin is used for the term guarantor in relation to property, al-Hamiil in matters relating to diyat payments (punishment), az-Za'iim in matters relating to large amounts of wealth, Kafiil in matters relating to lives, while ash-Shabiir is a term for a guarantor who is more general in every matter relating to guarantees. And in this case the company is included in ad-dhamin, namely the guarantor relating to property. The company as dhamin (who guarantees) which is a service provider, madhmuun (something guaranteed in the form of goods) the

goods sent, and the consumer is as madhmuun lahu (the party who owns the guaranteed rights).

وإن كانت الكفالة بالعين، فيطالب الكفيل بتسليم العين إن كانت قائمة ويمثلها أو قيمتها إن كانت هالكة  
*Meaning: If something guaranteed is al-'Ain (goods, not debt), then the guarantor is required to hand over the guaranteed al-'Ain, if the goods still exist. However, if it is damaged, he will replace it with something similar or of similar value" (Az-Zuhaili 2011).*

Based on Wahbah az-Zuhaili's opinion above, the author assumes that the company as a guarantor must guarantee the safety of consumer goods that use the service, but if a loss occurs during delivery, the company must replace the loss suffered by the consumer with goods or a value similar to the lost goods.

And in Wahbah's ijarah az-Zuhaili mentions

عقد الإجارة كالبيع من العقود المسماة " التي عني التشريع الإسلامي ببيان أحكامها الخاصة بها بحسب ما  
 ، تقتضيه طبيعة .عقدها ، ، وهي تختلف . عن عقد البيع في أنها مؤقتة المدة ، بينما عقد البيع لا يقبل التأقيت  
 وإنما هو مؤبد ، لأنه يترتب عليه انتقال ملكية العين

The ijarah contract, like the sale and purchase contract, is part of the uqud al mussammah which is given special legal attention by Islamic law in terms of the character of the contract. The ijarah contract is different from the sale and purchase transaction because it is temporary in nature, while the sale and purchase is permanent because its influence can transfer ownership of an item ( (b)ألزهيلى 1985 ).

أحكام الإجارة على الأعمال  
 لإجارة على الأعمال : هي التي تعقد على عمل معلوم كبناء وخياطة قميص وحمل إلى موضع معين  
 وصباغة ثوب وإصلاح حذاء ونحوه  
 والأجير نوعان : أجير خاص وأجير مشترك  
 فالأجير الخاص أو أجير الوجد : هو الذي يعمل لشخص واحد مدة معلومة وحكمه : أنه لا يجوز له  
 العمل لغير مستأجره والأجير المشترك : هو الذي يعمل العامة الناس كالصباغ والحداد والكواء ونحوهم  
 وحكمه أنه يجوز له العمل لكافة الناس ، وليس لمن استأجره أن يمنعه عن العمل لغير .

Lorage for work is the rental carried out for certain work, such as building buildings, sewing clothes, carrying goods to certain places, dyeing clothes, repairing shoes, and so on. There are two types of hired people ( ajir ): special workers (ajir khash) and general workers ( ajir murytarak ). A special worker ( ajir khash ) is a person who works for one person for a certain time. He must not work for anyone other than the person who hired him. Meanwhile, general workers ( ajir musytarak ) are people who work for many people, such as clothes dyers, ironworkers, ironers and the like. He may work for many people and the person who hires him may not prohibit him from working for other people (Az-Zuhaili 2011).

From the definition above, it is known that couriers who deliver goods are included in general workers ( ijarah musytarak ) who work for many people in delivering goods. However, even though they work for the public, general workers have the same characteristics as special workers, namely being trustworthy in

their work. The goods entrusted are considered a trust in the hands of the worker, the nature of the trust sometimes changes to the nature of collateral ( dhaman ) If the worker does not look after the goods or damages the goods.

Then Rasulullah SAW said:

عن سمرة بن جندب رضي الله عنه قال: قال رسول الله صلى الله عليه وسلم على اليد ما أخذت حتى تؤديه؛ رواه أحمد والأربعة وصححه الحاكم

From the history of Samurah bin Jundub radhiyallahu'anhu , he said: Rasulullah SAW said "A hand is responsible for what it takes until it can return it." Narrated by Ahmad and Empat, and authenticated by Al-Hakim.

From the hadith above, the author concludes that the courier delivering the goods must be responsible for the goods he receives until the goods arrive safely in the hands of the consumer. The courier must take good care of the goods properly.

In essence, every individual in a transaction according to the basis of Islamic law is la dharar wa la dhimar , meaning that Islamic law prohibits any dangerous and harmful acts. Therefore, every act that has harmed others, whether intentionally or unintentionally, the perpetrator must be responsible for all losses and damages that occur (Siregar and Permata 2023) .

This responsibility can be in the form of compensation, which according to Wahbah az-Zuhaili compensation ( ta'widh ) is

التَّعْوِضُ: هُوَ تَعْطِيَةُ الضَّرَرِ الْوَاقِعِ بِالتَّعَدِّي أَوْ الْخَطَا

" Ta'widh ( compensation) is covering losses that occur due to violations or errors." الأصل العالم في الضمان أو التعويض: هو إزالة الضرر عينا، كإصلاح الخالط...أَوْجِبُ الْمُخْلَفَ وَإِعَادَتَهُ صَحِيحًا كَمَا كَانَ عِنْدَ الْإِمْكَانِ كإِعَادَةِ الْمَكْسُرِ صَحِيحًا، فَإِنْ تَعَدَّرَ ذَلِكَ وَجِبَ التَّعْوِضُ الْمُثْلِيُّ أَوْ النَّقْدي

*Meaning: The general provisions that apply to compensation can be, covering losses in the form of objects ( dharar , danger), such as repairing walls. Repairing damaged objects to be intact again as long as possible, such as returning broken objects to be intact again. If this is difficult to do, then it is obligatory to replace it with the same object (similar) or with money.*

The same thing applies to couriers who lose goods or deposits sent by consumers using Anteraja, whether intentionally or not, the courier is required to compensate the consumer for the loss of the error. The correct compensation is compensation with the same item, but if it is difficult to do, then it can be replaced with the same price as the lost item.

Likewise , in the activity of delivering goods which causes consumer losses, a company must be responsible for its business by compensating the person for the losses it receives.

وَأَمَّا ضِيَاعُ الْمَصَالِحِ وَالْخَسَارَةُ الْمُنْتَظَرَةُ غَيْرُ الْمُؤَكَّدَةِ أَيْ الْمُسْتَقْبَلَةُ أَوْ الْأَضْرَارُ الْأَدْبِيَّةُ أَوْ الْمَعْنَوِيَّةُ فَلَا يُعَوِّضُ عَنْهَا فِي أَصْلِ الْحُكْمِ الْفُقُهِيّ، لِأَنَّ مَحَلَّ التَّعْوِضِ هُوَ الْمَالُ الْمَوْجُودُ الْمُحَقَّقُ فَعَلًا وَالْمُنَقُومُ شَرْعًا ( ٩٦ )  
وهبة الزحيلي، نظرية الضمان، دار الفكر، دمشق، ١٩٩٨

Meanwhile, the loss of profit and the occurrence of uncertain losses in the future or immaterial losses, then according to the provisions of Islamic law, these cannot

be replaced (requested for compensation). This is because the object of compensation is existing

From Wahbah az-Zuhaili's statement above, it is clear that the correct compensation according to Islamic teachings is to replace damaged or lost goods with the same goods. If it is not possible with the same goods, then with money that is equal to the price of the lost or damaged goods. With the compensation rules put forward by Wahbah az-Zuhaili, it can prevent losses from one party.

### **Anteraja Company's Responsibility for Lost Goods Carried Out by Courier**

Anteraja is present as a delivery service that makes it easy for consumers to send goods from one place to another quickly and efficiently, making many people interested in using the application. In addition, the public considers that the Anteraja service provides relatively low rates compared to other delivery services. However, there are problems in shipping such as goods that do not reach consumers or are lost during shipping. This happens due to several factors such as negligence or deliberate actions of individuals who take goods while the shipping status is in progress.

Based on the Consumer Protection Law no. 8 of 1999 Article 1 paragraph (3) consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Then it is stated in article 19 (1) UUPK Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded (Law (UU) Number 8 of 1999 concerning Consumer Protection 1999). Cases of lost goods during delivery will make consumers feel disadvantaged, so Anteraja company responsibility is required as a business actor.

According to the law, responsibility is a result of the consequences of a person's freedom regarding his actions related to ethics or morals in carrying out an action. Article 188 of Law Number 22 of 2009 concerning Traffic and Road Transportation states that "Public transportation companies are required to compensate for losses suffered by passengers or senders of goods due to negligence in carrying out transportation services" (Law (UU) Number 22 of 2009 concerning Traffic and Road Transportation nd).

In the Commercial Code Article 87 and 88, namely "he must guarantee the delivery neatly and as soon as possible for the goods and goods that have been received for that, by paying attention to all means that can be taken to ensure good delivery" then a company must be able to ensure that the delivery made by consumers under its auspices, namely through couriers, must arrive safely and quickly "He must also be responsible for damage or loss of goods and goods after delivery caused by his mistakes or negligence" (COMMERCIAL LAW CODE nd).

Liability can be in the form of providing compensation with similar goods or replacing with an equivalent nominal value of the price of the lost goods. The form of liability for the risk of taking someone else's property should be to return it to

its original form as far as possible so that fair compensation is created (Sirait and Tarigan 2023) . In addition, compensation can also be given by providing appropriate compensation for a consumer who makes a claim for compensation (Larasati and Yasa 2019) .

Based on the results of an interview with the leader of Anteraja, namely Ahmad Suhairi, regarding consumer goods lost during delivery, the company is responsible for errors in packaging of consumer goods, negligence during delivery of goods, courier errors during delivery, and errors in the location of the goods during delivery. Goods lost either during delivery or while still in the Anteraja warehouse. The responsibility given by the company is in the form of compensation in the form of funds, then the company will give sanctions to the courier in the form of a warning letter (Ahmad Suhairi 2025) .

Then interview the Anteraja courier who had lost consumer goods during delivery. If the loss of goods is due to the courier's negligence, then they are responsible by contacting the consumer who lost the goods and providing full compensation, then they will not get a warning letter. However, if they do not want to be responsible, the company will be responsible and will give sanctions in the form of a warning letter to the irresponsible courier (Muhajik 2025) .

Anteraja will process lost goods by filing a claim for lost goods, consumers must follow the following procedure:

1. Report the incident to Anteraja via customer service or the help feature in the application.
2. Provides complete information regarding the receipt number, shipping date, and item description.
3. Attach proof of transaction and photos of the condition of the goods (if any).
4. Waiting for the investigation and verification process from Anteraja.

Anteraja will conduct an investigation and verification of the claims submitted by consumers. If the claim is proven true, Anteraja will provide compensation in accordance with applicable provisions. However, Anteraja's responsibility is limited to the value of the goods listed in the description and stated by the sender. The replacement given is in accordance with the description of the goods listed and the value of the Package stated by the Sender or 10 times the shipping cost, with a maximum replacement of IDR 1,000,000 for Packages other than documents and IDR 100,000 for Packages in the form of documents. The deadline for requesting a replacement is no later than 3x24 hours after the date the Package should have been received (Anteraja 2019) .

Based on research conducted by researchers regarding items lost during delivery caused by couriers, 5 respondent users were found to have experienced lost items during delivery by couriers, as explained in the following table.



No.	Username	Types of goods	Incident	Responsibility status	Information
1.	Aulia	Nendoroid Kageyama	Item lost during delivery	Getting responsibility	Get compensation from Anteraja
2.	Desi	Cushion	Item lost during delivery	Getting responsibility	Get responsibility from the courier who lost the goods
3.	Farah	Bag	Item lost during delivery	Not getting responsibility	There is no compensation from Anteraja
4.	Sylvia	Skincare	Item lost during delivery	Not getting responsibility	There is no compensation from Anteraja
5.	Naila		Item lost during delivery	Not getting responsibility	There is no compensation from Anteraja

Based on the results of interviews with Anteraja users who experienced loss of goods during the delivery process, 3 out of 5 people who experienced loss of goods during delivery did not receive compensation from the Anteraja company.

Article 4 of the Consumer Protection Law has stipulated one of the rights of consumers, namely to obtain a guarantee of the right to comfort, security, and safety in consuming goods and/or services (Co-investigator 2013) . Therefore, Anteraja as a business actor must provide comfort and security to consumers. It is only natural that companies do not only focus on the responsibility to pursue profit for the sake of business continuity, but also be responsible for the social aspects of society

#### 4. CONCLUSION

Based on the results of the study, the conclusion of the Company's responsibility for the loss of goods carried out by the courier from the perspective of Wahbah az-Zuhaili, the Anteraja case study is that the responsibility given by the company is not in accordance with the responsibility for compensation according to Wahbah az-Zuhaili. Wahbah az-Zuhaili stated that responsibility for lost or damaged goods is full responsibility for the goods, must be replaced in full according to the price or replace the lost goods with new goods the same as the lost goods.

The company must increase supervision of the courier's performance and the Anteraja company must ensure that the service provides balanced benefits and does not harm either party. Anteraja as a delivery service application company has

a great responsibility to ensure that its services are fair, safe and provide benefits to all parties. By carrying out its responsibilities properly, Anteraja can build a positive image in the eyes of the public and increase customer trust in its services.

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