



## RESPONSIBILITY OF DOORSMEER BUSINESSES FOR CUSTOMER LOSSES DUE TO WORKER NEGLIGENCE WAHBAH AZ ZUHAILI PERSPECTIVE (CASE STUDY: DOORSMEER PARAMAN MANDIRI, MEDAN AMPLAS)

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### ABSTRACT

*Car wash businesses (doorsmeer) have legal responsibility for customer losses arising from worker negligence, such as vehicles falling from hydraulics, hitting walls, or being bumped during service. This study aims to analyze the form of responsibility of the Paraman Mandiri doorsmeer business owner in Medan Amplas for customer losses viewed from the perspective of Wahbah Az-Zuhaili. The method used is empirical legal research with a qualitative approach through interviews and direct observation. The results of the study indicate that business actors have compensated by repairing vehicle damage or providing compensation in the form of money. This reflects the principles of justice and responsibility as emphasized by Wahbah Az-Zuhaili, that business actors are obliged to return damaged goods to their original condition or replace them with an equivalent value if repair is not possible. These findings emphasize the harmony between positive law and Islamic law in protecting consumer rights and the importance of professionalism in service delivery.*

**Keywords:** Doorsmeer, Legal Liability, Compensation, Wahbah Az-Zuhaili, Employee Negligence

## 1. INTRODUCTION

Legal responsibility in service delivery is a key principle that ensures fairness in interactions between businesses and consumers. In the context of car washes (doorsmeer), this responsibility is even more crucial because this type of service carries the risk of physical damage to customers' high-value assets. Employee negligence, such as carelessness when operating vehicles or technical equipment failures, can lead to significant losses, as reflected in several workplace accidents at the Paraman Mandiri Medan Amplas doorsmeer, such as cars falling off

hydraulics or hitting walls because the vehicles were not turned off during the wash process [Prasetyo, Budiono, & Sybelle, 2024].

The legal relationship between businesses and consumers, in this case, is not merely transactional but also ethical and normative. Under Indonesian positive law, this relationship is regulated by Law Number 8 of 1999 concerning Consumer Protection, which stipulates that businesses are responsible for losses arising from negligence or errors in service [Nainggolan, 2021]. Likewise, in the perspective of Islamic law, there are the principles of dhaman and ta'wid as the basis for responsibility if there is damage to other people's property in a contract [Asmuni, 2007].

Even though positive legal regulations have provided protection for consumers, there is still often an imbalance in the implementation of responsibility, especially in the context of small and medium businesses such as doormeer. Many business actors do not fully understand their responsibilities, including in the context of sharia. In this case, Wahbah Az-Zuhaili's thoughts are very relevant because they integrate the principles of justice and social responsibility in Islamic law. According to Az-Zuhaili, any losses arising from actions or omissions must be compensated fairly, either through replacement of similar goods or compensation in the form of money [Zuhaili, 1998].

Based on this background, this research focuses on examining the form of accountability carried out by the Paraman Mandiri doormeer owner in Medan Amplas for the losses experienced by customers, viewed from Wahbah Az-Zuhaili's perspective. This research is expected to contribute to strengthening consumer protection in risk-based service businesses, as well as become a normative reference for business actors who wish to carry out business practices ethically and professionally.

## 2. RESEARCH METHOD

This research uses an empirical juridical approach, a legal approach that examines the implementation of legal norms in social reality directly through case studies and field findings. This approach is deemed appropriate for understanding the forms of responsibility applied by doormeer businesses for losses suffered by customers due to employee negligence, both from a positive legal and Islamic legal perspective [Nainggolan, 2021].

The research method used is descriptive qualitative, with the aim of describing and analyzing legal phenomena in depth based on empirical experience in the field. Data were collected through in-depth interviews with doormeer business owners in the Medan Amplas area, including Mr. Mikdat and Mrs. Ety Lubis (doormeer Paraman Mandiri), Mr. Gamaliel (Gama Auto Care), Mr. Binson (Doe Service), and Mrs. Wiwit (Putra Alpa). In addition, direct observations were conducted of

operational activities and the handling of workplace accident incidents in the field [Prasetyo et al., 2024].

Data sources consist of: Primary data, obtained through interviews and participant observation of business owners and customer loss incidents. Secondary data, derived from legal documents such as Law No. 8 of 1999 concerning Consumer Protection, the Civil Code (KUHPerdara), as well as Islamic jurisprudence literature and the views of Wahbah Az-Zuhaili [Zuhaili, 1998; Asmuni, 2007].

To explain the forms of liability resulting from negligence, this study utilizes the theoretical framework of negligence in civil law, namely the concept of wrongdoing resulting from negligence that harms another party. Key elements of this theory are the existence of an act or omission that deviates from reasonable standards of care, a causal relationship between the act and the resulting loss, and the actual loss experienced by the victim [Zulham, 2013].

The validity of the data in this study was tested through source triangulation, by comparing information from various sources (different business actors) and matching it with legal documentation and relevant theories. This technique is used to ensure that the data obtained is consistent, credible, and scientifically accountable [Miles, Huberman, & Saldaña, 2014].

### 3. RESULT AND ANALYSIS

#### ***Doorsmeer's Business Responsibility Practices and Principle of Negligence***

Running a car wash business is inherently inherently risky. This risk can arise from absolute error on the part of the business owner or employee negligence, resulting in losses for customers (Rahman & Mapuna, 2021). These consequences are regulated by the accountability that must be given, especially for actions that cause harm to others due to employee negligence. The aim is to safeguard property and provide a sense of security for both parties, ensuring that moral and legal responsibilities are not violated (Firmansyah & Sitepu, 2024).

This can be seen in car wash businesses, which often experience customer losses, such as the incident experienced by Doorsmeer Paraman Mandiri in Medan Amplas. When one of the employees was washing a customer's car, one of the hydraulic support bars suddenly broke, causing the customer's car to fall and sustain body damage. After mediation with the victim, Doorsmeer agreed to have the car repaired at a repair shop in the Medan Amplas area, with a loss of Rp1,200,000. This loss was borne entirely by the business owner due to their absolute fault, resulting from a lack of supervision and vigilance in providing facilities within the business.

Doorsmeer Paraman Mandiri also experienced other workplace accidents due to the negligence of one of its employees. This occurred when a customer's car collided with the vehicle due to carelessness while driving. Similarly, an employee

accidentally stepped on the accelerator without turning off the engine, causing the car to hit a wall, causing damage to the front of the vehicle. This incident demonstrates that the workplace accident at Doorsmeer Paraman Mandiri occurred due to a lack of supervision on the part of the business owner and a lack of caution on the part of the employees during service. Therefore, consumers are entitled to compensation from the business owner (Wijaya et al., 2021).

Regarding the worker negligence incident experienced by Doorsmeer Paraman Mandiri in Medan Amplas, the business owner did not escape responsibility. After the collision, the business owner attempted to repair the damaged part. However, this was unsuccessful due to the extent of the damage. So the business owner agreed to pay the repair costs to the customer with the repair costs for the customer's car that hit the wall amounting to Rp. 800,000 and the repair costs for the car that collided with the wall amounting to Rp. 500,000. This responsibility shows that the business has carried out its responsibility for the losses incurred by the customer (Yuliastari et al., 2018).

### ***Positive Legal Perspective: Certainty and Justice***

Within the national legal framework, Law Number 8 of 1999 concerning Consumer Protection explicitly stipulates that business actors are required to provide compensation for damage, contamination, and/or loss to consumers resulting from the use of goods and/or services (Article 19 paragraph 1). Permitted forms of compensation include refunds, replacement of similar goods, or maintenance, which must be completed within seven days of the transaction [Barkatullah, 2007].

In this case, the business actor's actions in replacing the customer's car with either direct repairs or monetary compensation (Rp1,200,000, Rp800,000, and Rp500,000) demonstrate compliance with this norm. This reflects the implementation of the principle of restorative justice, which aims not only to redress losses but also to maintain a harmonious relationship between the business actor and the consumer [Taufik & Zahara, 2024].

The Consumer Protection Law regulates the obligations of business actors in Article 7 of Law No. 8 of 1999 concerning Consumer Protection, point F, which explains that business actors are required to provide compensation, restitution, or reimbursement for losses arising from the use of goods or services. Similarly, point G emphasizes the requirement for compensation if the goods or services used are damaged or do not meet the agreement.

Therefore, consumers who feel disadvantaged by a business actor can seek accountability in accordance with Law No. 8 of 1999 concerning Consumer Protection, which states that consumers have the right to receive compensation or replacement for goods or services received that do not meet the agreement or are not as expected (Barkatullah, 2007). The Consumer Protection Law has the

potential to protect the rights of consumers who are often harmed by business actors (Nainggolan, 2021).

Law No. 8 of 1999 concerning Consumer Protection not only explains compensation in running a business, but also Article 7 of Law No. 8 of 1999 concerning Consumer Protection also outlines the obligations of business actors in all aspects, including acting in good faith, providing clear information, providing fair service, and providing due diligence in the provision of services. A business actor's obligation to fulfill its responsibility for consumer losses can also be seen in the theory of negligence, which is a subjective responsibility determined by the producer's behavior. Fulfillment under this theory can be excluded if the following conditions are met:

1. The behavior that caused the loss was inconsistent with normal due care.
2. It must be proven that the defendant was negligent in its duty of care towards the plaintiff.
3. The behavior constituted the actual cause (proximate cause) of the resulting loss (Zulham, 2013).

The imposition of liability by business actors is regulated in Article 19 of Law No. 8 of 1999 concerning Consumer Protection, which states that business actors are responsible for providing compensation for damage, pollution, or consumer losses resulting from consuming goods/services produced/traded. The purpose of this responsibility is to create a harmonious relationship between producers and consumers (Taufik & Zahara). Compensation can be in the form of a refund or replacement of goods/services of the same type and equivalent value and health care/provision with a deadline of 7 days after the transaction date.

In addition to the Consumer Protection Law, liability for compensation is regulated in the Civil Code. According to the Civil Code, compensation can be classified into two types: compensation for breach of contract and compensation for unlawful acts, such as customer losses caused by business actors.

An unlawful act can be considered unlawful if the act violates the rights of others or is related to a legal obligation under a contract (Apriani, 2021). As stated in Article 1365 of the Civil Code, every act that violates the law and causes harm to another person obliges the person causing the loss to compensate for the loss.

The Civil Code explains that a person can be considered unlawful if the elements are met: a person who commits a real act or is negligent. The act violates applicable legal norms and causes harm (Halipah, 2023). Due to his actions, a person who commits an unlawful act is required to pay compensation in the form of money or replace the loss in kind or return the condition to its original form (Slamet, 2013).

### ***Islamic Law Perspective: Concepts of Dhaman and Ta'widh***

In Islamic law, the principle of compensation is known as ad-dhamān and ta'wīd, which emphasize that anyone who causes loss to another person's property

through an act of violation or negligence is obligated to provide commensurate compensation. This is based on Surah Yusuf: 72 and Surah Al-Baqarah: 194, which emphasize the importance of justice and legal compliance in transactions [Asmuni, 2007].

The loss experienced by the customer in this case constitutes a form of dharar haqiqi (real loss), so from an Islamic perspective, the business actor's responsibility must be fulfilled. Compensation can be in the form of goods of the same type (jawabir 'ainiyah) or money of equivalent value (jawabir naqdiyah), depending on the extent of the damage and the business actor's ability to restore the property to its original condition [Hanifuddin, 2020].

Islamic law states that compensation (ad-dhaman) is obligatory if the act committed involves an element of ta'addi, namely an unlawful act or negligence in fulfilling obligations under a contract. Forms of negligence such as the recipient of the goods (al-muda) not maintaining the goods properly, or unlawful acts such as destruction of goods (al-itlaf), confiscation (al-gasb), or deliberate negligence or waste of goods (al-ihmal) (Miharja, 2016). Compensation itself is issued to replace or cover the losses suffered by the victim, not to make the owner deterred.

### ***Case Analysis at Doorsmeer Paraman Mandiri According to Wahbah Zuhaili's Perspective***

Islamic law makes a significant contribution in providing protection for consumers, which aims to create justice in social aspects and realize the principles of honesty and transparency in the practice of muamalah. This statement was also put forward by Wahbah Zuhaili in his views on the definition of compensation (Naiborhu & Tarigan, 2023). As explained:

لَتَعْوِضُ: هُوَ تَعْطِيَةُ الضَّرَرِ الْوَاقِعِ بِالتَّعَدِّي أَوْ الْخَطَا

*Meaning: Compensation is compensation caused by a violation or mistake*

Wahbah Zuhaili also provided views on the form of fulfilling responsibilities by a business actor for victims' losses, namely:

الْأَصْلُ الْعَامُّ فِي الضَّمَانِ أَوْ التَّعْوِضِ: هُوَ إِزَالَةُ الضَّرَرِ عَيْنًا، كِإِصْلَاحِ الْخَائِطِ ... أَوْ جَبْرِ الْمُتَلَفِ وَإِعَادَتُهُ صَحِيحًا كَمَا كَانَ

عِنْدَ الْإِمْكَانِ كِإِعَادَةِ الْمَكْسُورِ صَحِيحًا، فَإِنْ تَعَدَّرَ ذَلِكَ وَجَبَ التَّعْوِضُ الْمِثْلِيُّ أَوْ النَقْدِيُّ

*Meaning: The general principle of compensation regarding guarantees or compensation is to eliminate damage in the same way, such as repairing walls, or repairing damaged goods and returning them in their original condition if possible, such as returning damaged goods in one piece, if this is not possible then compensation in the form of money is required (Zuhaili, 1998).*

Based on Wahbah Zuhaili's explanation, it can be proven that his view on compensation is in line with the concept of compensation according to positive law, where both of them emphasize that compensation is an obligation that must

be fulfilled by someone who has committed an act that is contrary to the law, the result of which is that the act causes harm to another party (Firmansyah & Sitepu, 2024). Providing compensation is aimed at nothing other than saving and returning the goods to their owners and providing a commitment to procure the goods if damage occurs (Zuhaili, 1998).

Wahbbah Zuhaili explains that compensation for damaged objects can be completed if the party responsible has replaced them. Repairs can take the form of returning similar and equivalent items or by providing compensation in the form of an equivalent price value, so that the loss suffered is covered or the injured party frees the party who made the mistake (Zuhaili, 1998).

As for the resolution when a dispute occurs between the victim and the party causing the loss, Wahbah Zuhaili emphasizes peace (*as-sulhu*) so that it does not lead to court proceedings, such as damage to goods when the contract process is in progress, which triggers disputes between customers and business actors, so it should be resolved through deliberation between the two parties (Zuhaili, 1998).

The workplace accident occurred at Doorsmeer Paraman Mandiri in Medan Amplas. Damage to a customer's vehicle was caused by employee negligence and lack of supervision on the part of the business owner, such as the car falling off the hydraulic system during the washing process, the car being hit by an employee while driving, and accidentally pressing the accelerator before turning off the car. However, the business owner accepted responsibility by providing compensation in the form of vehicle repairs or monetary compensation.

This demonstrates that Doorsmeer Paraman Mandiri Medan Amplas's responsibility aligns with Wahbah Zuhaili's view, which emphasizes that compensation must involve repairing the damage to its original condition. If repairs are not possible, a replacement of a similar item or cash is required to cover the loss.

The alignment between the forms of responsibility by the business owner at Doorsmeer Paraman Mandiri can be seen in their responsibilities. In the first case, a customer's car fell due to a broken hydraulic support bar, which required repairing all existing damage at a cost of Rp. 1,200,000. This form of responsibility aligns with Wahbah Zuhaili's view on the principle of compensation, which states that damaged goods must be repaired and returned to their original condition, if possible.

The second case involved an employee accidentally pressing the accelerator while the car was still on, causing the car to hit a wall, causing damage to the front of the car. The business owner accepted responsibility by paying the victim Rp 800,000 for repairs. This responsibility aligns with Wahbah Zuhaili's view, which states that damaged goods must be repaired and returned to their original condition, if possible. Otherwise, monetary compensation is required.

The third case involved a customer's car colliding with the car due to an employee's careless driving, resulting in scratches on the car body. The business

owner's responsibility was to attempt to repair the scratched part of the car, but this attempt was unsuccessful due to the extent of the damage. However, after mediation was held with the victim, both parties agreed that the business actor would only provide repair costs equivalent to Rp. 500,000 to cover the loss. This responsibility is in accordance with Wahbah Zuhaili's view which states that repair damaged goods and return them in their original condition if possible, if this is not possible then compensation in the form of money is required.

The provision of responsibility carried out by the independent doormeer paraman by repairing damage to the vehicle and paying the repair costs reflects the principles of justice and responsibility in accordance with the concept of compensation in Wahbah Zuhaili's view in restoring the rights of the injured party fairly and proportionally.

#### 4. CONCLUSION

This research shows that the form of accountability taken by the Doorsmeer Paraman Mandiri business owner in Medan Amplas for customer losses due to employee negligence reflects the principles of justice as affirmed in both positive law and Islamic law. The compensation provided both in the form of direct repairs and monetary restitution of the damage fulfills the legal obligations under Law Number 8 of 1999 concerning Consumer Protection, as well as the principles of dhamān and ta'wīd in Islamic jurisprudence.

Wahbah Az-Zuhaili's perspective provides a strong normative framework for explaining the concept of compensation, namely restoring goods to their original condition if possible, or replacing them with an equivalent amount if they cannot be repaired. This view aligns with the practices of business actors, demonstrating that Islamic legal principles can be practically integrated into the management of modern service-based businesses.

Furthermore, this research underscores the importance of strengthening legal literacy and business ethics for service providers, particularly in the informal sector, which involves physical risks to consumers. Fair enforcement of liability not only contributes to consumer protection but also strengthens public trust in the professionalism and integrity of services.

Thus, a collaborative approach between national legal regulations and Islamic ethics, as espoused by Wahbah Az-Zuhaili, can be an ideal model in building a fair, humanist and religious business accountability system.

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