

Halal Certification and Contract Validity in Islamic Law

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Received: 07-02-2025

Revised: 25-03-2025

Accepted: 30-04-2025



Abstract: This study investigates the implementation of halal certification at Sogogi Shabu & Grill, a franchise restaurant located in Bukittinggi, Indonesia. Using an empirical legal approach with qualitative methods, data were obtained through field observation, interviews with key stakeholders including the Halal Product Guarantee Agency (BPJPH) and restaurant staff, as well as documentation. The research reveals that the certification process involves submitting documents via the SiHalal platform, completing payments, and awaiting certificate issuance, which typically takes one to four months. As a franchise, Sogogi Shabu & Grill Bukittinggi does not undergo an independent certification process but instead relies on the central franchise certification acquired in November 2022. The certification scope includes food and beverages, raw materials, additives, auxiliary ingredients, and equipment. However, ambiguities remain in the sale-purchase agreement of the All You Can Eat (AYCE) concept, particularly concerning the imposition of penalties, which do not align with the fundamental objective of a valid Islamic contract (*Maudhu' al-'Aqid*), namely, the lawful transfer of goods. Furthermore, such AYCE practices and penalty clauses are not yet covered by the halal certification framework regulated by BPJPH. This raises critical questions about the integration of commercial contract practices within the scope of halal regulation.

Keywords: Halal Certification, Islamic Contract Law, All You Can Eat Regulation

Introduction

Halal certification is a systematic process designed to clarify the halal status of products by tracing every stage (Musataklima, 2021) – from sourcing raw materials, production, and storage, to quality control – to ensure consistent compliance with halal standards. (Warto & Samsuri, 2020) With the growing public awareness of halal certification, a shift in dining culture among Indonesian consumers has also emerged. One notable trend is the rise of All You Can Eat (AYCE) restaurants, offering unlimited food choices for a fixed price, influenced by Western dining traditions originating in 18th-century Sweden. (Hamdani et al., 2024) This trend reflects social changes, particularly among consumers who value large meal portions and transparent pricing. However, it also presents challenges, such as potential financial disadvantages for light eaters and operational constraints for business owners. (Midhia, 2022)

AYCE dining, popular in Japanese and Korean restaurants, typically involves self-service within a time-limited dining period. (Eddy Madiono Sutanto et al., 2022; Febriana & Nurfieri, 2023; Hanifah, 2020) In Indonesia, this model has gained popularity, including at Sogogi Shabu & Grill Bukittinggi. Here, customers pay a fixed price and are given 90 minutes to consume as much as they like, with penalties imposed for unfinished food. Despite the restaurant's halal certification and visible halal logos, this study identifies legal and ethical concerns regarding the contractual mechanism – particularly

whether the penalty clause aligns with Islamic principles. Therefore, this study seeks to examine the halal certification process at Sogogi Shabu & Grill Bukittinggi and assess whether its AYCE system, including fines, is compliant with halal certification standards.

Literature Review

Halal Certification

Halal certification is an official written declaration issued by the Indonesian Ulema Council (MUI) confirming that a product complies with Islamic law, following a detailed assessment conducted by LPPOM MUI. (Akim et al., 2019) This certification is a prerequisite for obtaining authorization to display a halal label on product packaging, which falls under the authority of the Food and Drug Monitoring Agency (BPOM). The halal label acts as a consumer assurance, signaling that the product has been religiously verified. Certification and labeling are thus interdependent; a halal certificate from the MUI must be obtained before any product can legally display the halal label. (Rafiqi et al., 2024)

The regulation of halal certification in Indonesia is governed by a combination of national legislation, ministerial regulations, and administrative decrees. (Ab Latiff, 2020) These include provisions on halal product assurance, certification procedures, payment mechanisms, auditor competency standards, and special regulations for micro and small businesses. In terms of implementation, there are two primary mechanisms for halal certification. The self-declare scheme allows micro and small enterprises to declare the halal status of their products independently, provided they meet established criteria. (Akmal Hidayah & Azhani Arsyad, 2014) Meanwhile, the regular scheme applies to medium and large businesses, requiring them to undergo formal and periodic assessments, especially when offering products that fall under mandatory halal certification categories.

Contract and Sale (*Akad and Ba'i*)

The term akad originates from the Arabic word *al-'aqd*, which signifies binding, strengthening, or tying firmly. Linguistically, it can mean "to connect" or "to tie two ends together into a single unit." In legal and commercial contexts, akad refers to a contract or agreement, as found in the Arabic-English dictionary al-Mawrid. Classical interpretations define it as a binding promise or commitment, as reflected in the Quranic verse Ali Imran: 76, which emphasizes the virtue of fulfilling one's covenant with piety.

A valid akad requires essential pillars, including the contracting parties (*'aqid*), the object of the contract (*ma'qud 'alaih*), the subject matter of the contract (*maudhu al-'aqid*), and the expression of consent (*shighat al-'aqid*). (Husein Lubis & Yuniar Pradini, 2024; Lubis, 2023) Each of these must meet specific legal and ethical conditions to ensure the legitimacy of the transaction. Certain legal competencies and criteria must also be met for a contract to be valid under Islamic law. (Ibrahim & Salam, 2021) These include the legal capacity of the contracting parties, the permissibility of the contract under Sharia, and the continuity of offer and acceptance without interruption. (Ahmad et al., 2024) A contract is void if either party withdraws their offer before acceptance or if it violates any foundational principle of Islamic commercial jurisprudence. The termination of a contract can occur under several conditions, such as mutual agreement between the parties (*al-iqalah*), implementation of ur bun (a down payment arrangement), or situations where the contract becomes impossible to execute due to external or legal constraints. (Munawar, 2022)

In Arabic, the term *ba'i* (sale) is linguistically derived from *al-bay'u*, *al-tijārah*, or *al-mubādalah*, all of which signify trade or exchange. This notion is supported by the Qur'anic verse in Surah Fātir: 29, which describes trade that brings no loss. (Jamaluddin, 2017) In Islamic legal terms, *ba'i* refers to a consensual transaction involving the exchange of goods for goods or money, with the transfer of ownership based on mutual agreement and satisfaction, typically formalized through a declaration of offer and acceptance (*ijab* and *qabul*). (Alam et al., 2017) The legal basis for commercial transactions is found in Surah Al-Baqarah: 275, which distinguishes permissible trade from prohibited usury (*riba*), affirming that Allah has permitted trade while forbidding *riba*. According to the majority of Islamic jurists, a valid transaction must fulfill several conditions, including the legal competence of both parties, the clarity and

correspondence of the offer and acceptance, the presence of both parties during contract formation, and the legitimacy and availability of the object being sold. (Mohd Ariffin, 2021) The goods must be beneficial, legally owned by the seller, and capable of being delivered at the time of agreement or by mutual consent. Furthermore, the price in a sale must be clearly stated and payable at the time of the transaction. In Islamic jurisprudence, a distinction is made between *as-tsaman* (the agreed price) and *as-si'r* (market price), with the agreed price being the standard. In cases of barter, items exchanged must not involve prohibited commodities. These criteria ensure that the sale is conducted in accordance with Islamic ethical and legal principles.

All You Can Eat Transactions

The term "All You Can Eat" refers to a dining system where customers pay a fixed price to enjoy unlimited access to a variety of food items, typically served in a buffet style. (Al Kubro, 2019) This commercial model allows consumers to consume as much food as they like without any change in price, making it attractive to those seeking quantity and variety in their meals. The concept has been adopted by restaurants to offer a unique culinary experience and to introduce diverse food selections within a single dining setting. (Suratno, 2022) Unlike conventional restaurants, All You Can Eat establishments employ a self-service system where guests either serve themselves from buffet stations or request assistance from attendants. (Bitner et al., 2002) Pricing in these restaurants is uniform across all menu options, differing only by age category (e.g., adult versus child), whereas traditional restaurants price items individually. In terms of food service, conventional restaurants rely on waitstaff to take orders and serve dishes, while All You Can Eat venues allow guests to select and, in some cases, cook their own meals using provided equipment. These restaurants also utilize specialized dining tools, including chafing dishes, portable stoves, grills, and steamboat equipment, enhancing the interactive dining experience. (Luthfiyah Azhar et al., 2023)

Method

This study employs a field research method grounded in empirical legal inquiry, focusing on the collection of data through direct observation and interviews in real-world settings. The research adopts a qualitative approach, aiming to describe and interpret phenomena as they naturally occur in the field. Data were gathered through interviews with the restaurant owner, staff, and representatives from the Halal Product Assurance Organizing Agency (BPJPH) under the Ministry of Religious Affairs in Bukittinggi. Upon collecting relevant information, the findings were analyzed in relation to the research topic and synthesized with academic references. The final analysis is presented in a written report supported by pertinent documents necessary for the study.

Results and Discussion

The Implementation of Halal Certification in Restaurants/Eateries

The implementation of halal certification for restaurants and food establishments must first determine the business category – micro, small, or medium enterprise. If classified as micro or small, certification is facilitated by the Ministry of Religious Affairs through trained halal advisors (P3H), certified by the central BPJPH. These advisors assist business owners by collecting necessary data such as business profile, capital, address, revenue, and the flow of procurement, processing, packaging, and distribution of food products. The entire process, entered through the SiHalal platform, is free of charge under the self-declare scheme.

In Bukittinggi, only micro and small enterprises such as school canteens have registered halal certification. Medium and large enterprises must apply independently. Branch restaurants are not required to register separately if the parent company has already obtained certification. The certification process follows specific regulatory requirements outlined in Head of BPJPH Decree No. 78 of 2023, which standardizes halal certification for processed food and beverages across all regions. Furthermore, starting

from October 18, 2024, mandatory halal certification will apply to key sectors including food and beverages, raw materials, additives, processing aids, and slaughter services, in accordance with Law No. 33 of 2014. The assessment process is conducted by the Halal Product Assurance Agency and LPPOM MUI. This includes tracing the sources of meat and ensuring it originates from certified slaughterhouses with qualified halal slaughterers. Additional ingredients such as salt, sugar, and spices must also be verified, including their origin and processing methods. Kitchen equipment is evaluated to ensure it is free from contamination, and tools such as brushes must be sanitized to prevent the use of impermissible materials like pig bristles.

The Implementation of Halal Certification at Sogogi Shabu & Grill Bukittinggi Restaurant under the All You Can Eat Concept

Sogogi Shabu & Grill Bukittinggi Restaurant has already obtained halal certification. This certification covers all aspects related to food and beverages, including preparation, processing, and serving. Sogogi Shabu & Grill operates under a franchise model, where the parent company (franchisor) grants licenses to franchisees to use its brand, business concept, and operational system. Although franchisees manage their own operations, the halal certification for the Bukittinggi branch was issued centrally by the main Sogogi Shabu & Grill restaurant in November 2022.

Currently, the halal certification regulated by BPJPH covers three main areas: food and beverages; raw materials, food additives, and auxiliary materials; and slaughtering services and their products. However, in the context of this research, the author found an ambiguity in the sales transaction of already-certified halal products. After a consumer purchases a product, which legally becomes their property, a fine may still be imposed if the purchased food is not fully consumed. This raises concerns regarding one of the pillars of contract (Maudhu al-'Aqid), which refers to the object and purpose of the contract. In Islamic law, the objective of a transaction must be clear and in accordance with Sharia principles. Imposing a fine after the transfer of ownership creates a lack of clarity in the transaction process.

Despite this ambiguity, the contract used in the All You Can Eat system still fulfills the general conditions and pillars of a valid sale-purchase agreement. However, the All You Can Eat mechanism itself is not yet explicitly regulated under the scope of halal certification by BPJPH, as current regulations focus only on the halal status of raw materials and processing methods. As long as the ingredients used and the food preparation process comply with halal standards—free from forbidden substances and processed in line with Islamic guidelines—the halal status of the food remains valid. Furthermore, the All You Can Eat system is designed to reduce food waste by encouraging customers to take only what they need. This aligns with Islamic teachings that emphasize moderation and the prohibition of wastefulness, as reflected in Surah Al-Isra, verses 26-27.

Conclusion

The implementation of halal certification at Sogogi Shabu & Grill Bukittinggi complies with the existing halal certification framework regulated by BPJPH, which primarily focuses on food, beverages, and their production processes. Although the restaurant operates under an All You Can Eat concept that includes a penalty system for food waste, this mechanism is not yet governed by specific halal certification regulations. While such a system may raise questions about contractual clarity—particularly regarding the transfer of ownership and potential ambiguity in the contract object—it does not affect the halal status of the food, as long as the ingredients and processing comply with Sharia principles. Therefore, while the halal certification remains valid, further regulatory development is needed to address contemporary sales models such as All You Can Eat within the halal certification framework.

Acknowledgement

Thanks are due to all those who have helped in the process of researching and writing this article.

Conflict of Interest

This article has no conflicts of interest.

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