



ANALYSIS OF THE LEGAL RELATIONSHIP BETWEEN PROSPECTIVE UMRAH PILGRIMS AND UMRAH TRAVEL IN LANGSA CITY

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Abstract: The Umrah Travel Business Practice in Indonesia is increasingly developing, promoted by distributing brochures, banners, billboards, and meetings with religious figures to invite the public to become prospective pilgrims. This study aims to analyze the Umrah travel business practice in Langsa City and analyze how the relationship between the travel party and prospective Umrah pilgrims and how the legal impact is. This study contributes to educating the public to avoid fraud and legal protection efforts for prospective Umrah pilgrims. This study was conducted with a qualitative approach that collected data through interviews with the travel party, the Ministry of Religion of Langsa City and Umrah pilgrims, both those who have performed Umrah and those who have not. Secondary data in the form of primary legal materials, government regulations and fatwas related to the Umrah travel business. The results of the study show that the legal relationship between Travel and prospective Umrah pilgrims in Langsa City is formed through down payment or settlement of Umrah costs offered by the travel agency. The legal relationship between the Umrah Travel Organizer and prospective pilgrims is still weak because there is no written agreement. The implications of this legal relationship have the potential for criminal acts if the Umrah Travel Agency intentionally causes the failure of departure, abandonment or failure of the return of Umrah Pilgrims, as regulated in Law Number 8 of 2019 concerning the implementation of the Umrah pilgrimage.

Keywords: Umrah Pilgrims; Legal Relations; Umrah Travel

Abstrak: Praktik Bisnis Travel Umrah di Indonesia semakin berkembang yang dipromosikan dengan penyebaran brosur, spanduk, balibo, dan bermitra dengan tokoh agama untuk mengajak masyarakat menjadi calon jamaah. Calon jamaah umrah mendaftar dengan mengisi formulir dan membayar uang muka terbentuklah hubungan hukum antara pihak Travel dengan calon jamaah. Penelitian ini bertujuan untuk menganalisis praktek bisnis travel umrah di Kota Langsa dan menganalisis bagaimana hubungan hukum antara pihak travel dengan calon jamaah umrah serta bagaimana implikasi hukumnya. Penelitian ini berkontribusi untuk mengedukasi masyarakat agar dapat menghindari terjadinya penipuan dan upaya perlindungan hukum bagi calon jamaah umrah. Penelitian ini dilakukan dengan pendekatan kualitatif yang mengumpulkan data melalui wawancara dengan pihak travel, kementerian agama Kota Langsa dan jamaah umrah baik yang sudah melaksanakan umrah maupun yang belum. Data sekunder berupa bahan hukum primer yaitu Undang-Undang, peraturan pemerintah terkait bisnis travel umrah dan haji kebusus. Kemudian bahan hukum sekunder berupa pendapat para ulama melalui fatwa-fatwa terkait bisnis travel umrah. Hasil kajian menunjukkan bahwa hubungan hukum antara Travel dengan calon jamaah Umrah

di Kota Langsa terbentuk melalui pembayaran uang muka maupun pelunasan biaya umrah yang ditawarkan oleh biro travel. Hubungan hukum antara Penyelenggara Perjalanan Umrah dengan calon jamaah masih lemah karena tanpa perjanjian tertulis. Implikasi pada hubungan hukum tersebut berpotensi terjadinya perbuatan pidana jika Biro Travel Umrah dengan sengaja menyebabkan kegagalan keberangkatan, penelantaran atau kegagalan kepulangan Jamaah Umrah, sebagaimana diatur dalam Undang-Undang (UU) Nomor 8 Tahun 2019 tentang penyelenggaraan ibadah umrah.

Kata Kunci: *Jamaah Umrah; Hubungan Hukum; Travel Umrah*

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Introduction

The Hajj and Umrah travel business has a very large market share in Muslim-majority countries such as Indonesia. It is not surprising that the Umrah travel business is increasingly mushrooming in Indonesia because of the large number of Umrah pilgrims from Indonesia who intend to perform 'ibadah to *Baitullah*¹. Hajj and Umrah travel in addition to religious motivation or devotion² also driven by cultural, social, psychological, and individual factors in the form of beliefs and lifestyles.³ Along with economic growth and increasing religious awareness, people who are interested in performing Hajj and Umrah will be even greater. The enthusiasm of the community to carry out the Umrah pilgrimage is an opportunity for the development of the Umrah travel business, not only among Muslims, even non-Muslims participate in running the Hajj and Umrah travel business.⁴

A Travel Bureau or travel agent is a company that provides services and information to people traveling for general or exclusive tourist purposes. The existence of travel agency services has helped the Muslim community in performing worship to the *Baitullah*. From 2006 to 2024 in Langsa City there were several Umrah travel services including Syababul Umrah, Al Hijaz, Amanah, Travel Umrah Aceh Grand Darussalam and Siar Tour. The form of business is a kind of agent, meaning that their Umrah departure is handled by travel in Medan or Banda Aceh.

The emergence of the Hajj and Umrah travel business in Indonesia, especially Langsa City, raises several issues, among others. First, pilgrims do not get certainty of departure, even though the funds have been paid. Some Umrah pilgrims who use travel services in Langsa City complain about delays in departure. The departure process has been running according to the promised schedule, but the Umrah Travel Bureau does not take care of the departure according to the previous agreement, so that prospective Umrah pilgrims repeatedly come to the Umrah Travel Bureau office to ask the Umrah trip departure

¹ Mabruroh, "Jumlah Jamaah Umroh 2022 Berkali-Kali Lipat Dibandingkan Jamaah Haji Setiap Tahunnya," *Ibram.Co.Id*.

² Islam Elgammal, Ghada Talat Alhothali, and Annarita Sorrentino, "Segmenting Umrah Performers Based on Outcomes Behaviors: A Cluster Analysis Perspective," *Journal of Islamic Marketing* 14, no. 3 (February 10, 2023): 871–891, <https://www.emerald.com/insight/content/doi/10.1108/JIMA-01-2021-0004/full/html>.

³ Evan Stiawan and Miti Yarmunida, "Analisis Faktor Motivasi Jati Diri Muslim Melaksanakan Haji Dan Umrah," *BAABU AL-ILMI: Ekonomi dan Perbankan Syariah* 4, no. 1 (April 20, 2019): 144–157, <https://ejournal.iainbengkulu.ac.id/index.php/alilmi/article/view/1700>.

⁴ Laode Nursyah Dendi, Azwar Azwar, and Khaerul Aqbar, "Bisnis Perjalanan Haji Dan Umrah Oleh Nonmuslim Menurut Tinjauan Hukum Islam," *AL-QIBLAH: Jurnal Studi Islam dan Bahasa Arab* 1, no. 1 (September 2022): 1–16, <https://journal.stiba.ac.id/index.php/qiblah/article/view/632>.

schedule. Second, travel companies often do not provide compensation for pilgrims who fail to proceed as promised. Some Umrah pilgrims also complained about the disparity between the facilities promised to pilgrims upon arrival in the Holy Land and returning to Indonesia.⁵ Third, the mismatch of facilities as promised with those obtained when they arrived at their destination. The lack of responsibility of the Umrah Travel Bureau for pilgrims who suffer losses due to the negligence of the Umrah Travel Bureau is often ignored which should be the responsibility of the travel company, for example there is no travel itinerary and there is also no evidence of Umrah travel tickets.⁶ Every year there are always pilgrims whose Umrah trips are hampered and often the same problems recur continuously as an indication of fraud or gharar.⁷ Exploitation of the public interest in the Umrah travel business by certain individuals or entities for fraudulent purposes is a common phenomenon in Indonesia.⁸ In addition to the ill intentions of Umrah travel business actors, the occurrence of fraud is also influenced by the culture of people who easily believe and are tempted by profitable lures.⁹

Based on a number of issues related to the travel business, this study is important to analyze the legal relationship between prospective Umrah pilgrims and travel parties that have not received adequate study from previous studies. With a study related to legal relations, it will identify and understand the weaknesses of the agreement between pilgrims and travel companies so that a more practical legal solution can be offered to protect all parties in the Hajj and Umrah travel business in the future. This study will answer three questions, first, how is the Umrah travel business practice in Langsa City? Second, what is the legal relationship between travel and Umrah pilgrims in Langsa City? Third, what are the implications of the legal relationship between travel and Umrah pilgrims in Langsa City? This study is important to provide analysis and form a systematic paradigm of thinking to solve a legal problem in the community. This study is also important for prospective Umrah pilgrims as financial literacy and legal literacy so that they become smart and careful consumers in choosing Umrah travel agency services.

⁵ Supriyanto and Lucky Nurhadiyanto, "Victimology Analysis of Umrah Travel Agency Fraud Cases in Indonesia," *International Journal of Research and Review* 10, no. 10 (October 21, 2023): 341–351, https://www.ijrrjournal.com/IJRR_Vol.10_Issue.10_Oct2023/IJRR42.pdf.

⁶ Aulia Fadhilah Fawwaz and Liya Sukma Muliya, "Kerugian Jemaah Haji Furoda Atas Gagal Berangkat Haji Dan Tanggung Jawab Hukum Biro Perjalanan Haji Khusus Berdasarkan Buku III KUH Perdata Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 2019 Tentang Penyelenggaraan Ibadah Haji Dan Umrah," *Bandung Conference Series: Law Studies* 3, no. 1 (January 25, 2023): 103–107, <https://proceedings.unisba.ac.id/index.php/BCSLs/article/view/4919>.

⁷ Nur Intan Siregar, "Indikasi Gharar Dalam Janji Dan Akad Pada Bisnis Travel Umrah (Analisa Fiqih Muamalah)," *J-MABISYA* 3, no. 1 (2022): 37–44, <https://jurnal.stain-madina.ac.id/index.php/j-mabisya/article/view/859>.

⁸ Supriyanto and Nurhadiyanto, "Victimology Analysis of Umrah Travel Agency Fraud Cases in Indonesia."

⁹ Enjang, "Analisis Kriminologi Kejahatan Penggelapan Dan Penipuan Dana Umroh Oleh Biro Penyelenggara Perjalanan Ibadah Umroh PT.Nabila Travel Di Kota Medan," *Jurnal Hukum Kaidah: Media Komunikasi dan Informasi Hukum dan Masyarakat* 19, no. 2 (2020): 384–396, <https://jurnal.uisu.ac.id/index.php/jhk/article/view/2535>.

Theoretical Approach

Theory of Legal Relationship

Relationship is the connection of one thing to another, such as family, blood, trade, diplomatic, analogy, legal, formal, and cultural relationships.¹⁰ Meanwhile, law is a set of rules or measures arranged in a system that determines what humans can and cannot do as citizens in social life.¹¹ Legal relations are a consequence of a legal act/event by each legal subject that gives rise to rights and obligations.¹² So in legal relations there are two aspects, namely power, authority or rights and obligations.

The conditions of the legal relationship are: First, there is a legal basis in the form of provisions governing the legal relationship. Second, there is a stipulation of transactions in the form of buying and selling or renting. Third, with the existence of a sale-purchase agreement, a legal event (sale-purchase) arises, which is a legal action / event whose consequences are regulated by law. Based on legal events, legal relations can be divided into 3 (three) types, namely; first, unilateral legal relations where only one party has the power to give, do or refrain from doing something (Article 1234 of the Civil Code), while the other party only has obligations. Second, bilateral legal relations, namely legal relations between two parties concerning rights and obligations. Third, the relationship between legal entities and all other legal entities, this relationship refers to property rights. Every legal relationship has a party who is authorized/entitled to obtain a benefit, called “prestige subject”, and a party who is obliged to obtain a benefit, called “clear subject”. Every legal relationship has two aspects, namely power/authority (*bevoegdng*) and obligation (*plicht*).¹³

Research Methods

This research is an empirical normative juridical research, which means that the research is carried out by examining a case or legal event between prospective Umrah pilgrims and travel using theories, concepts, laws and regulations related to the Umrah Hajj travel business in Indonesia. Normative juridical research is legal research that places the law as a building system of norms.¹⁴ The system of norms in question is about principles, norms, rules from laws and regulations, agreements and doctrines (teachings). This research examines everything related to the mechanism of Umrah pilgrims' rights and the legal relationship between travel and pilgrims based on Law (UU) Number 8 of 2019 concerning the Implementation of Umrah and Special Hajj and Law (UU) Number 8 of 1999 concerning Consumer Protection and other rules related to the Umrah Hajj travel business.

This research uses a descriptive qualitative approach, which is a type of research conducted on the condition of a natural research object in accordance with the real situation.¹⁵ The researcher is the key instrument in data collection which is carried out by

¹⁰ Kemdikbud, “Arti Kata Hubungan - Kamus Besar Bahasa Indonesia (KBBI) Online,” last modified 2023, accessed September 11, 2023, <https://kbbi.web.id/hubungan>.

¹¹ Achmad Ali, *Menguak Teori Hukum (Legal Theory) Dan Peradilan (Judicial Prudence) Termasuk Interpretasi Undang-Undang* (Jakarta: Kencana, 2010), 23.

¹² Dijan Widijowati, *Pengantar Ilmu Hukum*, ed. Giovanni (Yogyakarta: Andi Offset, n.d.), 186.

¹³ Dewa Gede Ari Yudha Brahmanta, “Hubungan Hukum Antara Pelaku Usaha Dan Konsumen,” *Journal Ilmu Hukum* 2, no. 5 (2020).

¹⁴ Amarudin and Zainal Asikin, *Pengantar Metode Penelitian Hukum* (Jakarta: Rajawali Pres, 2016).

¹⁵ Noeng Muhadjir, *Metodologi Penelitian Kualitatif*, Cet. ke-7. (Yogyakarta: Rakesarasin, 1996).

interviewing two travel managers, two prospective Umrah pilgrims as consumers and one staff of the Ministry of Religion of Langsa City. Then the data collected from the field is analyzed by combining data from legal materials in content analysis. The object of this research is a legal event between Hajj and Umrah travel and prospective Umrah pilgrims. Interviews are conducted with prospective pilgrims who are willing to be used as informants. This means that the informants chosen are those who know the problem clearly, to be a good source of data and are able to express opinions properly and correctly.¹⁶ The criteria for informants in this study are people involved with Umrah travel activities and are willing to be respondents and communicative.

This research also uses secondary data in the form of primary legal materials, namely the Law, Government Regulations related to the organization of Hajj and Umrah coupled with secondary legal materials in the form of Fatwa DSN-MUI, legal research results, books on Islamic law and general law and opinions of scholars and other sources.¹⁷ Then the data is analyzed using legal theories such as contract theory, maqashid sharia theory. Finally draw conclusions based on the results of the analysis that has been done.

Results and Discussion

Analysis of Umrah Travel Business Practices in Langsa City

Umrah and special Hajj travel business practices in Langsa City are run with a hierarchical system from the center to the regions by cooperating between the central company and branch managers in the regions. One of the Umrah travel businesses in Langsa has been made in a cooperation agreement between PT Grand Darussalam Tour & Travel and the Langsa City Branch Manager which states that the PT in question is in the form of a national private business entity which based on the Decree of the Director General of Tourism Post and Telecommunications Number: 20/14.11/31.74/1.9,67.9/E/2016 is licensed to carry out business activities as a Travel Bureau. PT Grand Darussalam is licensed as an Umrah pilgrimage travel organizer (PPIU) by the Director General of Hajj and Umrah of the Ministry of Religion of the Republic of Indonesia based on Decree No. 173 of 2021 and has received a license extension based on the Director General of Hajj and Umrah of the Ministry of Religion of the Republic of Indonesia Decree No. 880 of 2020 as a special pilgrimage travel organizer (PIHK). The business products of PT Grand Darussalam travel agency are organizing Umrah pilgrimage trips and organizing special pilgrimages, which are categorized as maslahat, tawakkal, tawadhu, taqarub, special type products based on their facilities (informant interview).

The existence of Travel in Langsa City in the form of a branch company that cooperates to develop its network to recruit prospective Umrah and special Hajj pilgrims. The business venture relies on good relations between branch and central management that support good service to pilgrims in addition to adequate facilities and infrastructure.¹⁸ There are three travel agencies registered to serve Umrah trips at the Central Ministry of

¹⁶ Burhan Bungin, *Metodologi Penelitian Kualitatif, Aktualisasi Metodologis Ke Arab Ragam Varian Kontemporer*, II. (Jakarta: PT Raja Grafindo Persada, 2016), 51.

¹⁷ Peter Mahmud Marzuki, *Penelitian Hukum*, Cet. 4. (Jakarta: Kencana Prenada Media Group, 2008).

¹⁸ Ahd Najib Matondang et al., "Implementasi Manajemen Pada Pelayanan Calon Jamaah Umrah Di PT. Multazam Wisata Agung Cabang Padangsidempuan," *Multazam: Jurnal Manajemen Haji dan Umrah* 4, no. 1 (2024): 21–31, <https://e-journal.ejournal.metrouniv.ac.id/Multazam/article/view/9024>.

Religion and registered at the Ministry of Religion of Langsa City, namely Grand Darussalam and Siar Tour and Kairo Wisata which are still operating as a result of the following interview with Mr. Sunardi:

“For Langsa, there are three companies that have applied for licenses, namely Grand Darussalam, Kairo Wisata and Siar Tour, which is at Perumnas Intersection on the right, which is no longer operational and the others are just agents. Indeed, they have offices, for example in shophouses or at home. This means that as long as he gets permission from the Director General of PHU (Hajj and Umrah Organizers) of the Ministry of Religion, he is official, then these official ones open branches and some do not open branches.”

Based on the explanation from Sunardi, it shows that there are several Umrah Travel officially registered at the Ministry of Religion of Langsa City and their existence is only agency. In legal terms, every Umrah travel must obtain a permit to become an Umrah Worship Travel Organizer (PPIU) as stipulated in Law Number 8 of 2019 concerning Umrah Worship Travel Organizers (PPIU) and PIHK, in article 89, namely; 1) owned and managed by Indonesian citizens; 2) Muslim; 3) registered as a legal travel agency; 4) have the managerial, technical, personnel competence, and financial ability to organize Umrah worship as evidenced by a bank guarantee; 5) have a partner bureau organizing Umrah worship in Saudi Arabia that has obtained an official permit from the government of the Kingdom of Saudi Arabia; and 6) have a track record as a quality travel agency by having experience dispatching and serving trips abroad. The PPIU also has a commitment to fulfill the integrity pact to organize Umrah travel in accordance with the minimum service standards set by the Minister and always improve the quality of Umrah travel.

The travel business in Langsa City has been carried out based on Government regulations so that the objectives of sharia can be realized. The provisions in question are contained in Article 91 paragraphs 1 and 2, namely (1) PPIU can open a PPIU branch office outside the domicile of the company, namely in Langsa City. (2) The opening of a branch office in Langsa City has been reported to the Langsa City Ministry of Religious Affairs office.¹⁹ The Umrah Travel Bureau in Langsa City runs its business by trying to attract prospective pilgrims through promotions in the form of brochures, billboards, social media, even through the lectures of ustaz as explained by Mr. Alaidin District Manager of Grand Darussalam in Langsa City as follows:

“Grand Darussalam has been operating in Langsa City since January 2023. Recruitment of pilgrims is carried out through the promotion of preachers who do da'wah, then brochures and social media. The number of pilgrims dispatched is 30-40 people in each month for the city of Langsa. For Grand Darussalam itself, every month there can be 400 pilgrims, including other provinces in Indonesia. So far, if there is a failure to depart, the funds will be returned 100% without any deduction fees. If the prospective pilgrim dies when the visa has not been issued, it can be replaced by the family, but if the visa has been issued, there will be a separate calculation.”

¹⁹ Pemerintah Republik Indonesia, *Undang-Undang Republik Indonesia Nomor 8 Tahun 2019 Tentang Penyelenggaraan Ibadah Haji Dan Umrah* (Jakarta: Menteri Hukum dan Hak Asasi Manusia Republik Indonesia, 2019).

It can be understood that Umrah travel companies in Langsa City conduct business by promoting through brochures, billboards, social media and approaching religious leaders who have recitation congregations and this has proven effective in attracting pilgrims. This pattern is known as a marketing mix to increase the number of pilgrims who make spiritual teachers or ustaz as a promotional instrument.²⁰ The business marketing strategy is also adopted by Kairo Wisata Umrah Travel which has a branch office in Langsa City with license Number U.48 of 2021 dated SK: 13-02-2020 whose head office is in Jakarta. The following is an excerpt from an interview with Mrs. Milda, an employee of Kairo Wisata about her travel business venture:

“Kairo Wisata used to operate in Jakarta and has a license from the Central Ministry of Religion. Recruitment of pilgrims is carried out through da’wah of ustaz and brochures. The number of pilgrims dispatched in one month ranges from 30-40 pilgrims except for the months of Ramadan and Hajj.”

From this explanation, it can be assumed that the Umrah travel business in Langsa City uses a religious approach, namely partnering with ustaz in addition to promotion through brochures, billboards and social media to invite people to use their travel services to perform Umrah to the holy land of Saudi Arabia. This is in line with previous studies that the Umrah travel marketing strategy in Lampung also promotes through online marketing, social media, advertising, and direct marketing.²¹ The marketing of the Umrah travel business through brochures contains a number of package offers along with the prices that must be paid, and the repayment time and facilities offered.

Umrah travel business in the perspective of Maqashid Sharia is an instrument in realizing religious protection (hifzhuddin) in the form of providing services to take care of the needs of prospective pilgrims to be able to worship in the holy land. Umrah travel business as an instrument in safeguarding the assets (hifzhul maal) of the community, namely using assets as a means to get closer to Allah swt through payment of all costs of implementing the Umrah worship.²² The goal of the travel business is to obtain material benefits and the goal of prospective pilgrims is to realize their spiritual needs. This behavior must be in line with the objectives of sharia which includes the three fundamental dimensions of sustainability of maslahah (i.e. environmental, social, and economic dimensions) and the spiritual or ethical dimension, which influences sustainable behavior.

Sustainable Umrah travel business practices have three dimensions, namely the social dimension related to the preservation of life, mind, and offspring (biological, psychological, and sociological aspects). Second, the economic dimension is related to the preservation of wealth. Third, the spiritual dimension which includes religious preservation that contributes to a person's worldview and increases values, beliefs/faith, and concern for

²⁰ Andika Prianto and M. Abrar Kasmin Hutagalung, “Analisis Strategi Pemasaran Dalam Meningkatkan Jamaah Umroh PT. Ikhwanul Ikhlas Wisata,” *Al-Qasd: Islamic Economic Alternative* 2, no. 71–79 (2020), <http://e-journal.potensi-utama.ac.id/ojs/index.php/AL-QASD/article/view/1051>.

²¹ Nur Syamsiyah, “Strategi Pemasaran Produk Umrah Pada Travel Smarts Umrah Lampung,” *Multazam: Jurnal Manajemen Haji dan Umrah* 3, no. 1 (June 1, 2023): 1–14, <https://e-journal.metrouniv.ac.id/index.php/Multazam/article/view/5399>.

²² Muhammad Dayyan, “Muslim’s Utility Maximization : An Analysis Based on Maqashid Shari’ah,” *Media Syari’ah: Wabana Kajian Hukum Islam dan Pranata Sosial* 15, no. 2 (2013): 181–190.

the environment.²³ Consequently, travel business actors must be able to combine these three dimensions with profit by seeking the pleasure of Allah SWT. Organizing Umrah travel for pilgrims and travel parties is both carrying out worship to worship Him. As explained by Yusuf Al-Qaradhawi that every order of worship can provide benefits and goodness in spiritual and material life, individual and social, world and hereafter.²⁴ This also applies to the organization of Umrah, both Umrah Travel Organizers and prospective Umrah worship pilgrims.

Analysis of the Legal Relationship Between Travel and Umrah Pilgrims in Langsa City

The agreement between prospective Umrah pilgrims and Umrah travel agencies in Langsa City is not in writing but only in oral form or proof of transfer of Umrah fees. As explained by informant Milda, one of the Travel managers who stated that:

There is an agreement between the congregation and the travel party that is binding between the two parties even though it is not written, but if there are pilgrims who fail to leave, the congregation's money will be returned 100% without any deductions as well as if the prospective congregation dies, it will be returned 100% or can be replaced with the heirs."

Based on this statement, it can be understood that the legal relationship between prospective Umrah pilgrims and Travel in Langsa City is in the form of a relationship between producers (Umrah travel) and consumers (prospective Umrah pilgrims). Suppose PT Grand Darussalam Tour & Travel will dispatch prospective Umrah pilgrims who have paid off the Umrah fee as evidenced by the transfer receipt on the travel account without making a Letter of Agreement. If it fails to depart, all funds are returned as this agreement is included in the agreement clause between the two. In this case, the object of the agreement is the Umrah package offered by PT Grand Darussalam to prospective pilgrims, which is a service to send pilgrims to the holy land with a number of facilities written in brochures or banners, not based on a written agreement. This is reinforced by informant Alaidin that the travel party in Langsa City has no written agreement with the pilgrims. When asked about the form of agreement between prospective pilgrims and companies related to Hajj or Umrah, it was said that:

"There is an agreement between the prospective pilgrims and travel but it is not written, only in the form of a statement in the form of sanctions if one of the parties makes default (does not perform its obligations)."

From this statement, it can be seen that prospective pilgrims in Langsa City are in a difficult position if the travel party defaults. If the travel company does not have good faith in conducting legal relations, because the funds taken from the congregation to leave for the

²³ Mohamad Saifudin Mohamad Saleh et al., "Maqāṣid Al-Sharī'ah as Goal Framing for Sustainable Behaviours: A Conceptual Framework," *Intellectual Discourse* 31, no. 1 (June 2023): 183–209, <https://journals.iium.edu.my/intdiscourse/index.php/id/article/view/1805>.

²⁴ Yusuf Al-Qaradhawi, *Fiqih Maqashid Syariah; Moderasi Islam Antara Aliran Tekstual Dan Aliran Liberal* (Jakarta: Pustaka Al-Kautsar, 2007), 227.

holy land are misused to make other investments, it will be difficult to prove in positive legal relations.

The legal relationship between the *jama'ah* and travel in Langsa City is formed from registration accompanied by payment of fees until the *jama'ah* has returned to the homeland. The agreement made between the *jama'ah* and Umrah travel is considered valid and binding on the parties even without a written agreement. Furthermore, the legal relationship is also established between prospective pilgrims and Travel headquarters which looks like a relationship between producers and consumers because it sells its products in the form of Umrah travel services to prospective pilgrims who are willing to use the products offered by Travel Umrah.

In terms of contract theory, this relationship includes a lease contract whose object cannot be immediately utilized even though the *ujrah* (fee) has been paid. This agreement is known as *ijarah maushufah fidz-dzimmah* as stipulated in DSN-MUI fatwa, that the Travel Company is entitled to obtain income in the form of *ujrah* on the condition that the Travel Company must have the ability to deliver the object of the contract, namely dispatching members to perform umrah; this ability includes capital capabilities, managerial capabilities, and operational capabilities. Then the Company is obliged to deliver the object of the contract, namely dispatching members to carry out Umrah, at the time and program of Umrah according to the agreement outlined in the contract if the conditions have been met.²⁵ The agreement has fulfilled the elements of a contract that gives rise to rights and obligations, namely an agreement as a source of engagement that shows the existence of a legal relationship between the travel party and prospective Umrah pilgrims, which contains the terms, rights and obligations of the parties.²⁶

Even though there is no written agreement, the contract that shows the lease which mentions the characteristics or types of benefits that will be received by prospective pilgrims still has *iltizam*²⁷ or responsibility in the form of all services as Umrah packages that have been paid by prospective pilgrims. And this obligation is also borne by the head office as stated in the agreement made between the Branch Office as an extension of the Head Office, will automatically be responsible, for example if the branch office is closed, then the head office will take over if there are any problems related to the branch office form of cooperation agreement between PT Grand Darussalam center located on Jl. Darussalam No 32 Medan with Alaidin as a representative or branch of PT Grand Darussalam Langsa City. The Umrah travel business which is categorized as an *ijarah maushufah fidz-dzimmah* contract, the pilgrims have fulfilled their obligations after the fees are paid and the travel party has received their rights first. So it is very unjust if then denied or not fulfilled by the traveler.²⁸

²⁵ DSN-MUI, *Fatwa Dewan Syari'ah Nasional Nomor: 83/DSN-MUI/VI/2012 Tentang Penjualan Langsung Berjenjang Syariah Jasa Perjalanan Umrah* (Jakarta, Indonesia, 2012).

²⁶ Syamsul Anwar, *Hukum Perjanjian Syariah Studi Tentang Teori Akad Dalam Fikih Muamalat* (Jakarta: RajaGrafindo Persada, 2007).

²⁷ Teungku Muhammad Hasbi Ash-Shiddieqy, *Pengantar Fiqh Muamalah*, ed. Fuad Hasbi Ash Shiddieqy (Semarang: Pustaka Rizki Putra, 1999), 137.

²⁸ Sri Istiawati, "Tinjauan Yuridis Terhadap Perjanjian Wanprestasi Perjalanan Umroh," *Juripol (Jurnal Institusi Politeknik Ganesha Medan)* 6, no. 1 (2023): 47–57, <https://www.polgan.ac.id/jurnal/index.php/juripol/article/view/12240>.

The obligations and rights between the Umrah Travel Organizer and prospective pilgrims are clearly regulated in Law (UU) Number 8 concerning Consumer Protection and Law (UU) Number 8 of 2019 concerning the Implementation of Umrah Worship and are considered valid and binding on the parties even without a written agreement. With the principle of responsibility based on fault, it means that a person must be responsible for his mistakes that harm others. The principle of risk responsibility, on the other hand, means that the entrepreneur must be responsible for all risks involved in running his business. The company's responsibility is regulated in Article 19 of the Consumer Protection Law which states: Businessmen are responsible for compensating for damage, pollution and losses suffered by consumers as a result of services provided or sold; Compensation as referred to in paragraph 1 above may be in the form of a return or replacement of goods and/or services of the same or similar value, or treatment and/or compensation based on applicable laws and regulations; Compensation will be made within 7 (seven) days from the date of the transaction; Providing compensation as referred to in paragraphs 1 and 2 does not rule out the possibility of criminal penalties due to additional evidence of error; The provisions of paragraphs 1 and 2 do not apply if the businessman proves that the error was due to the consumer's error.

Legal protection for Umrah pilgrims as consumers in a normative manner, namely through the establishment of laws and regulations to enforce their rights. Based on previous studies, it was found that legal protection for pilgrims applied by Umrah travel agencies has not been implemented optimally. Umrah travel agents as operators sometimes avoid the legal protection provided to Umrah pilgrims as consumers by not providing several consumer rights regulated in the UUPK which are detrimental to Umrah pilgrims.²⁹ Article 19 (1) UUPK stipulates that traders are responsible for compensating consumers for losses arising from the use of services provided or sold. The implementation of the duties of the Umrah organizer's office as a company is carried out in accordance with the provisions of the UUPK, namely receiving compensation..

In the perspective of *mashlahah*, the agreement between the Umrah Travel Bureau in Langsa and prospective pilgrims who are not in writing has the potential for risks that can harm the *jama'ah* and the Umrah Travel in carrying out their activities. Oral agreements can be reneged on by the travel party and prospective Umrah pilgrims will find it difficult to claim their rights. The promise expressed by the Travel Bureau to prospective pilgrims to depart Umrah is carried out in the form of advertisements, brochures or recitations related to the management of Umrah worship services. Then the legal event of purchasing the service is the basis for the occurrence of civil legal relations between the Umrah Travel Bureau and prospective Umrah pilgrims.

Therefore, Umrah pilgrims must be careful and thorough consumers in choosing Umrah travel agency services. Examine and investigate the Umrah travel agency services used before signing with the proposed Umrah travel agency. Do not be easily fooled by cheap prices as a reason for choosing an Umrah travel agency. This is for the welfare and safety of the pilgrims themselves. Choose an Umrah Travel Agency that is licensed by the Ministry of Religion.

²⁹ Basyirah Mustarin, "Perkembangan Hukum Pidana Dan Hukum Perdata Travel Abu Tour," *Tadayun: Jurnal Hukum Ekonomi Syariah* 2, no. 2 (December 2021): 143–152, <https://tadayun.org/index.php/tadayun/article/view/26>.

Based on previous research, it shows that in some cases of Umrah fraud, pilgrims are often promised departure, but upon arrival at the airport they are told that their visas have not been issued. They then cancel their departure to the Holy Land.³⁰ A proper travel company will ensure that the Hajj documents are in order no later than two to three days before departure. Fraudulent Hajj and Umrah travel agencies usually use Ponzi schemes in their business operations and are not in accordance with sharia principles because they harm the community.³¹ There are several characteristics of Umrah travel that use Ponzi schemes, including unclear departure schedules to the Holy Land and cheap Umrah package prices that are far below normal.³² The Indonesian Ulema Council in its fatwa has implicitly prohibited the practice of Ponzi schemes which lead to a money game system.³³ From the perspective of maqashid sharia, the behavior of travel agencies that implement the Ponzi scheme contains aspects of mafsadah or very large destructive power, not only damaging society but also damaging religion by using the guise of Umrah pilgrimage travel services for capitalist economic purposes, so this behavior must be fought and eliminated by enforcing the law.³⁴

In this context, government supervision is very urgent to be carried out periodically. Then for prospective pilgrims who deposit money, they need to ask for electronic evidence so that if they experience losses, they can claim their rights legally. This provision has been regulated in the ITE Law Article 9 which provides confirmation that electronic transaction organizers must provide complete and correct information related to contract terms, producers, and also regarding the products or services being marketed.³⁵ Proof of transactions is the basis for a contract which shows that there is a legal relationship and this is in line with Allah's command in QS Albaqarah verse 282 which means "O you who believe, if you do muamalah not in cash for a specified time, you should write it down".³⁶ Written evidence in the current context is electronic evidence and this is stronger in showing the seriousness of the parties to the contract.³⁷ According to the maqashid sharia, the existence of written evidence such as electronic evidence can protect consumer rights, in this case Umrah pilgrims, and avoid disputes in the future.

Analysis of Legal Implications Between Travel and Umrah Pilgrims

The legal relationship between travel agencies and prospective Umrah pilgrims is not only related to civil legal relations but can also change into criminal legal relations. From

³⁰ Gelmok Samosir, "Studi Normatif Terhadap Konsep Perlindungan Hukum Korban Penipuan First Travel," *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana* 5, no. 1 (2023): 503–518, <http://jurnal.darmaagung.ac.id/index.php/jurnalrectum/article/view/2722>.

³¹ Supriyanto and Nurhadiyanto, "Victimology Analysis of Umrah Travel Agency Fraud Cases in Indonesia."

³² Enjang, "Analisis Kriminologi Kejahatan Penggelapan Dan Penipuan Dana Umroh Oleh Biro Penyelenggara Perjalanan Ibadah Umroh PT.Nabila Travel Di Kota Medan."

³³ DSN-MUI, Fatwa *Dewan Syariah Nasional Nomor: 83/DSN-MUI/VI/2012 Tentang Penjualan Langsung Berjenjang Syariah Jasa Perjalanan Umrah*.

³⁴ Arman Kamal and Diah Ayu Gustiningsih, "Melawan Kapitalisme : Menguak Dimensi Kecurangan Travel Ibadah Umroh," *Tangible Journal* (2019): 18–37, <http://ojs.stie-tdn.ac.id/index.php/TB/article/view/54>.

³⁵ Pemerintah Indonesia, *Undang- Undang Nomor 11 Tahun 2018 Tentang Informasi Dan Transaksi Elektronik* (Indonesia, 2018).

³⁶ Departemen Agama RI, *Al-Qur'an Dan Terjemahnya* (Jakarta: CV Penerbit J-ART, 2004), 49.

³⁷ Ash-Shiddieqy, *Pengantar Fiqh Muamalah*, 30.

a criminal perspective, this can occur if an unlawful act occurs by fulfilling four elements, namely: 1. The act must be against the law (*Onrechtmatig*) such as fraud; 2. The act must cause loss to one party; 3. The act was carried out with error; 4. There is a causal relationship or cause and effect between the act and the loss that arises.³⁸ Implications of unlawful events for Umrah travel agencies can be subject to sanctions in accordance with Government Regulation of the Republic of Indonesia Number 79 of 2012 concerning the Implementation of Law Number 13 of 2018 concerning the Organization of the Hajj Pilgrimage, regulating sanctions against Umrah pilgrimage organizers who do not fulfill their obligations as organizers, namely as stated in Article 69 of PP No. 79 of 2012 which contains: Violations of the provisions as referred to in Article 65 are subject to administrative sanctions in the form of revocation of the organizing permit. In the event of a freezing or revocation sanction, the PPIU is required to return the BPIU to the Pilgrims. Therefore, legal awareness of the Hajj and Umrah travel business actors is important to build trust in the providers of Hajj and Umrah service facilities so that the organization of the Umrah pilgrimage will achieve the *maqashid sharia*, namely the maintenance of religion and property by the company.

The act of Umrah Travel which contains elements of a criminal act as regulated in Article 112 paragraph (1) of Law Number 8 of 2019 states that apart from Indonesian National Police Investigators, certain Civil Servant Officials within the ministry which carries out government affairs in the field of religion are given special authority as an investigator in accordance with the provisions of laws and regulations regarding criminal procedural law. Reinforced again by Law Number 8 of 1999 concerning Consumer Protection that if consumers who are harmed by the actions of business actors that harm consumers can report business actors who violate the law or have problems in carrying out their business, to the Indonesian National Police in the form of criminal sanctions as regulated in Article 61 "criminal prosecution can be carried out against business actors and their managers".³⁹

Any person who without the right acts as a PPIU by collecting and/or sending off Umrah Pilgrims, shall be punished with a maximum imprisonment of 6 (six) years or a maximum fine of Rp. 6,000,000,000 (six billion rupiah). PPIU who intentionally causes the failure of departure, neglect or failure of the return of Umrah Pilgrims, as referred to in Article 119 shall be punished with a maximum imprisonment of 10 (ten) years or a maximum fine of Rp. 10,000,000,000.00 (ten billion rupiah).⁴⁰

The implication of the legal provisions governing criminal sanctions is to present legal responsibility as an obligation to bear a consequence according to the applicable legal provisions. In the theory of the contract, it is ordered to fulfill all promises that have been spoken as an *ilzam* (obligation).⁴¹ There are norms or legal regulations that regulate responsibility. When, there is an act that violates the legal norm, then the perpetrator can be held accountable according to the legal norm that was violated. In this context, the term

³⁸ Yahya Harahap, *Segi-Segi Hukum Perjanjian* (Bandung: Rajawali Pres, 2003), 41.

³⁹ Pemerintah Republik Indonesia and Pemerintah Indonesia, *Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen* (Indonesia, 1999).

⁴⁰ Pemerintah Republik Indonesia, *Undang-Undang Republik Indonesia Nomor 8 Tahun 2019 Tentang Penyelenggaraan Ibadah Haji Dan Umrah*.

⁴¹ Ash-Shiddieqy, *Pengantar Fiqh Muamalah*, 76.

legal responsibility is more appropriate to use, because it indicates an act that can be held accountable through legal procedures by filing a criminal lawsuit or civil lawsuit. Previous research shows that police investigations into suspected Umrah fraud still tend to prioritize elements of fraud or embezzlement of funds in the investigation process⁴².

Conclusion

The Umrah travel business practice in Langsa City by Grand Darussalam, Kairo Wisata Tour and Siar Tour is carried out by promoting to the public through the distribution of brochures, banners, billboards, and partnering with religious figures. The legal relationship between the Umrah Travel Company and Prospective Umrah Pilgrims is in the form of a relationship between producers (Umrah travel) and consumers (prospective Umrah pilgrims) which is civil in nature. This relationship can be categorized in the *ijarah maushufah fidz-Dzimmah* contract, namely rent whose object cannot be immediately utilized after the costs are paid.

Although there is no written agreement, the agreement still creates an obligation for the travel company to send the pilgrims along with the services mentioned in the brochure and promotion as a binding promise after the pilgrims have paid off all their costs. If there is a loss for prospective pilgrims, they can be sued for damages as a result of default. Civil legal relations can escalate into criminal legal relations if the Umrah travel company commits an unlawful act in the form of fraud, misuse of pilgrim funds.

Legal implications that have an impact on the losses of prospective Umrah pilgrims can be taken by the Ministry of Religion to revoke the permit for the implementation. If it intentionally causes failure of departure, neglect or failure of the return of Umrah Pilgrims, then based on Law Number 8 of 2019 concerning the implementation of Umrah worship, Article 126, it can be punished with a maximum imprisonment of 10 (ten) years or a maximum fine of IDR 10,000,000,000.00 (ten billion rupiah).

The results of this study recommend that Umrah travel company owners, both central and branch in the regions, have a permit from the Ministry of Religion, so that the government can provide legal protection for the community. It is also very important for Umrah Travel owners to improve the quality of services related to the recruitment of pilgrims by prioritizing the values of *tauhid*, fairness, transparency and being aware of being held accountable in the afterlife for their business activities. To the public must be smart consumers and think logically, do not be easily tempted by cheap prices as a reason to choose an Umrah travel agency. This is for the benefit and safety of the *jama'ah* itself.

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⁴² Enjang, "Analisis Kriminologi Kejahatan Penggelapan Dan Penipuan Dana Umroh Oleh Biro Penyelenggara Perjalanan Ibadah Umroh PT.Nabila Travel Di Kota Medan."

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