

RESPONSIBILITY OF TRAVEL COMPANIES FOR THE CANCELLATION OF UMRAH DEPARTURES PERSPECTIVE FATWA DSN-MUI No: 83/DSN-MUI/VI/2012 CONCERNING DIRECT SALES TIERED SHARI'AH (PLBS) UMRAH TRAVEL SERVICES (CASE STUDY ON UMRAH TRAVEL IN MEDAN CITY)

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Article history: received 09 January 2023; revised 18 February 2023; accepted 08 March 2023

DOI:<https://doi.org/10.33751/jhss.v7i1.8431>

Abstract. Unlawful acts committed by some Umrah travel services against the postponement of the departure of pilgrims to the holy land. From this action, a formulation arises that researchers will do on how the travel accountability of Umrah travel services for the postponement of the departure schedule of pilgrims. Based on the provisions of Fatwa DSN-MUI No.83 / DSN-MUI / VI / 2012 concerning Syari'ah Tiered Direct Sales (PLBS) Umrah Travel Services, if the travel service provider fails to dispatch the pilgrims, then their obligation must provide compensation for the pilgrims' money is returned. This research uses empirical juridical research using a living case studies approach. The results of the research that the researchers found that due to the failure of the departure of pilgrims due to several factors, there were changes in schedules from the government and the airline used which caused delays or changes in departure time that were not determined, then if the umrah travel service provider failed to dispatch the pilgrims the money would be refunded deducted accommodation costs and others that had been used to prepare for departure. The recommendations from researchers to travel travel should be able to give maximum responsibility for the Umrah trip that has been provided, and strive so that there is no failure to depart or delay departing for Umrah because pilgrims must experience disappointment and will reduce trust in the travel trip.

Keywords: accountbilty; DSN-MUI; travel agency

I. INTRODUCTION

In 2020 there was a cancellation of the departure of Umrah in the city of Medan caused by PT. Alfalah Tour and Travel, as many as approximately 50 pilgrims experienced departure failures due to the emergence of the corona virus which made all access in and out of the country closed to anticipate the continued transmission of the corona virus. Due to this reason, the jemaah experienced failure which resulted in them having to postpone the departure of their Umrah worship through the travel agent PT. Alfalah Tour and Travel. According to the Law and fatwa of DSN-MUI, the departure of Umrah should not be canceled or postponed unilaterally. The reason for the postponement of the departure of Umrah due to the corona virus in 2019-2020 which made the travel party have to cancel the departure of the pilgrims, besides that it turned out that the travel party had paid the departure money to the Air Asia airline but the funds had not been returned. In 2022-2023 PT. Alfalah Tour and Travel succeeded in sending back the pilgrims with a scatter system where the scatter system was adjusted to the wishes of the pilgrims. If the congregation wants to leave as soon as possible, then the congregation must add to the shortcomings needed for the departure process of the pilgrims or adjust when the congregation wants to leave to perform Umrah. Fatwa

regulation DSN-MUI No.83/VI/2012 concerning Shari'ah Tiered Direct Selling (PLBS) Umrah Travel Services contains rules if the departure of Umrah is delayed due to the company's negligence, then the member/partner can cancel the ijarah contract for Umrah travel services and the funds (price of Umrah travel services) owned by the member that have been paid to the company must be returned by the company to the member. (Tentang Penjualan Langsung Berjenjang Syari'ah (PLBS) Jasa Perjalanan Umrah [1]) However, over time, these regulations tend to be inappropriate and no longer able to meet the needs of the community so that adjustments are needed to the developments that occur in aspects of life, in this case it can be associated with Umrah travel agreements. In this case, the worship tourism service and Umrah travel agency make an agreement to the prospective pilgrims to bind the parties for the departure of the Umrah so that no one is harmed. As befits a creditor with a debtor. A negligent debtor, who has committed fraud can be sued before a judge will impose an adverse judgment on that defendant (Subekti [2]). Umrah pilgrims who have registered and all pilgrims delegate to other Umrah Travel Organizers (PPIU) without adding any fees. The increase in adverse cases against Umrah pilgrims is of special concern by the Ministry of Agriculture. The number of cases that end up harming users of travel and umrah agency services is the focus of the

government to be selective in granting permits and even sanctioning Umrah travel agency companies. In recent years a service has emerged that offers the implementation of Umrah worship by PT. Al Falah Tour and Travel Medan, Albadar Travel Medan City. In order to organize Umrah, the Umrah travel service also offers a payment system for departure by cash, which can be paid in installments of 2 times the payment for each pilgrim who will depart. In the process of departing the Umrah pilgrims experienced problems, starting with the departure scheduling that had been promised by PT. Al Falah Tour and Travel Medan, but the Umrah travel agency did not dispatch prospective pilgrims to perform Umrah due to schedule changes both from the government and managers from the travel party and the airline, of course this is what resulted in prospective Umrah pilgrims failing to depart (Sutedi [3]).

Along with the development of time, many businesses are run by humans in seeking profit, one of which is by opening an Umrah travel agency business. The purpose of establishing the business is to be able to assist in dispatching pilgrims who want to go to the holy land of Mecca. But in fact, not all travel agency efforts do it and correctly dispatch pilgrims, as in the case of PT Zam-Zam Travel located in Banda Aceh City, PT Zam-Zam Travel is indicated to commit fraud and default on the departure of Umrah pilgrims to the holy land. The pilgrims have held the travel party accountable, but the Hajj and Umrah travel agency did not respond to the demands of the pilgrims and seemed to delay the departure time, until finally it was known by prospective Umrah pilgrims and workers who had fled somewhere and then some of these prospective pilgrims made reports and complaints to the police until the lawsuit was made the result did not exist. Because it is known that the parties who want to be sued have fled. In addition to PT Zam-Zam Tour and Travel, there are also cases that occurred at PT First Travel in the city of Jakarta where the travel party corrupted and used the funds of the Pilgrims for personal interests that caused the Pilgrims to fail to go for Umrah, so that is the action or action of the parties who promised the departure of Umrah did not fulfill their obligations (default) in accordance with the schedule agreed by the Umrah travel agency with these prospective Umrah pilgrims has paid the Umrah departure fee according to the agreement and has been qualified as an act of default. To travel parties or travel service agencies for Hajj and Umrah pilgrimage are prohibited from committing negligent acts by not dispatching pilgrims who have been registered and have paid the departure fee according to the provisions of the fatwa rules DSN-MUI No.83 / VI / 2012 concerning Shari'ah Tiered Direct Selling (PLBS) Umrah Travel Services contains rules if the departure of Umrah is delayed due to company negligence, then members / partners can cancel the ijarah contract for Umrah travel services and funds (Umrah travel service price) owned by the Member that has been paid to the Company must be returned by the Company to the Member. (Tentang Penjualan Langsung Berjenjang Syari'ah (PLBS) Jasa Perjalanan Umrah [1]) To those who manage Umrah trips, namely Al Falah Tour and Travel, it is prohibited to break promises in an effort to depart the pilgrims.

II. RESEARCH METHODS

This research is empirical juridical research, or what is called field research, which examines the applicable legal provisions and what actually happens in society. Empirical juridical research is legal research regarding the enactment or implementation of normative legal provisions in action in every particular legal event that occurs in society. In other words, that is a research conducted on the actual situation or real situation that occurs in the community with the intention of knowing and finding the facts and data needed, after the required data is collected then leads to problem identification which ultimately leads to problem solving. In this study the approach used in solving the problem is to use an empirical juridical approach. The intended juridical approach is that law is seen as a norm or *das sollen*), because in discussing the problems in this study using legal materials (both written and unwritten laws or both primary, secondary and tertiary legal materials. Meanwhile, the empirical approach is to see law as a social, cultural or *das sein* reality because in this study the data used were primary data obtained directly from the research location.

The type of legal research conducted by the author, namely research using empirical juridical with a living case approach, the living case approach pays attention to legal events that occur in the community by considering the laws and rules that regulate the existence of responsibility for the breach of an agreement or achievement that occurs between the travel party and the pilgrims who use it the travel service. This research uses primary and secondary data. Primary data is the result of interviews and observations conducted by researchers, while secondary data is a provision of the Law or fatwa DSN-MUI which regulates the problem under study and is assisted by using the document study that the author examines to find out documentation data related to the problem under study. (Bugin [4]) Researchers collect data by collecting data obtained through literature studies as well as direct interviews with sources and respondents and observations. In this study, researchers used qualitative research with analytical descriptives.

III. RESULTS AND DISCUSSION

Factors Causing The Failure Of Umrah Pilgrims' Departure

The cause of the failure of prospective Umrah pilgrims is not only caused by the large number of enthusiasts who want to go for Umrah, but also caused by symptoms of irrational "religious ways". They think that there can be no misappropriation of the implementation because it is related to matters of worship, so that trust in the providers of Umrah service facilities is very high which causes pilgrims to easily hand over their funds to be managed by the company. These two things, namely the large number of Umrah enthusiasts and irrational "religious methods", according to the author, are the main causes of misappropriation and misuse of pilgrim funds as carried out by travel companies in Medan City. However, for the accuracy and validation of this opinion, research is needed so that the opinion has academic accuracy. At the end

of this article several things need to be conveyed to facilitate the explanation above. As for the factors that cause the failure to go for Umrah at Hajj travel agencies in Indonesia, there are still many who have not followed the rules of law in force in Indonesia. So that makes the organizers of Umrah travel agencies still commit many frauds that harm prospective Umrah pilgrims. The factors causing departure failure for pilgrims at PT Alfalah Tour and Travel and Albadar Travel are as follows:

a. *Tricked*

We do not deny that there are people who use Muslims to carry out the fifth pillar of Islam and Umrah I personally have heard stories about fraud from irresponsible people to prospective Umrah pilgrims, but this is actually not the main factor in the failure to go for Umrah.

b. *Investasi*

Usually the cause of the failure of Umrah occurs under the guise of investment. Although Umrah includes worship, unfortunately many Umrah travel agencies do not have the intention to worship. So, they provide investment offers by asking the congregation to collect as much as 7 million rupiah to 13 million rupiah first and are promised to leave in less than 5 years. In fact, the facts prove that there are many prospective pilgrims who eventually fail to go for Umrah even though they have paid money. As a result, their money becomes lost. Therefore, if there is an investment about Umrah, you should ignore it. Especially if someone offers an umrah package at a price that is too cheap. The price of a cheap package is indeed very tempting, but the low cost will make you fail to go for Umrah. The last thing that can make Umrah fail is because there is no travel itinerary and also there is no proof of Umrah travel ticket. In fact, you should get a flight ticket and also a booking code that has been confirmed according to the airline's departure schedule. The itinerary of the journey should also be clear. Otherwise, this could be the cause of Umrah failure.

c. *Late Visa*

The main Factor that caused many Umrah pilgrims to fail to depart. Believe it or not but this is a fact on the ground even though in the mass media more is reported about fraud. How can this happen, making a visa is usually completed in four days but this is not binding where at a certain time it can be late for several days, and travel who apply for a visa within a short period of time with the departure time is very risky, where if the visa is late until the departure time in the plan, of course the departure ticket will of course the plane ticket will be forfeited and the pilgrim ah will fail to depart for Umrah. (Amha [5])

But usually the responsible travel will reschedule the departure of the congregation, so the pilgrims can still leave on different dates. The problem is that if this is experienced by travel that does not have risk management or losses experienced, it will experience bankruptcy. The cause of the failure of the departure of Umrah at PT. Alfalah Tour and Travel In 2020 there was a cancellation of the departure of Umrah in the city of Medan caused by Al-falah tour travel, as many as approximately 50 pilgrims experienced departure failures due to the emergence of the corona virus which made

all access in and out of the country closed to anticipate the continued transmission of the corona virus. Due to this reason, the pilgrims experienced failure which resulted in them having to postpone the departure of their Umrah worship through the travel agent PT. Alfalah Tour and Travel. According to the Law and fatwa of DSN-MUI, the departure of Umrah should not be canceled or postponed unilaterally.

The reason for the postponement of the departure of Umrah due to the corona virus in 2019-2020 which made the travel party have to cancel the departure of the pilgrims, besides that it turned out that the travel party had paid the departure money to the Air Asia airline but the funds had not been returned, but in 2022-2023 PT. Alfalah tour and travel succeeded in sending back the pilgrims with a scatter system where the scatter system was adjusted to the wishes of the pilgrims. If the congregation wants to leave as soon as possible, then the congregation must add to the lack of funds or adjust when the congregation wants to leave. Then based on the results of an interview with Mr. Hidayat as a Former Employee of PT. Menara Kharisma Insani (MKI) explained that the legal protection that has been given to the Umrah pilgrims is after the Umrah pilgrims pay money in the amount of the Umrah ticket price that has been set. After making the payment, Umrah pilgrims can also choose the departure package provided, the pilgrims can also determine the month when they want to depart, but for certainty the date when they depart will be determined by the manifest team from PT. Menara Kharisma Insani (MKI) itself, then automatically the Umrah pilgrims will get their rights starting from them registering. Based on the provisions of Fatwa DSN-MUI No.83 juxtaposed with the rules of the Consumer Protection Law in Article 4 of the Consumer Protection Law, it can be explained the facts about consumer rights that are not fulfilled by PT. Alfalah Tour and Travel and Menara Kharisma Insani (MKI), as follows: (Undang-Undang Perlindungan Konsumen, [6])

- a. The right to comfort, security, and safety, in practice the service of consumers, acknowledges that at the time of registration does not get comfort and security from PT. Alfalah Tour and Travel and PT Menara Kharisma Insani (MKI).
- b. The right to true, clear and honest information about conditions and guarantees of service. PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) does not provide clear information to the congregation, resulting in a departure schedule that is always delayed and manasik has not been implemented.
- c. The right to be heard and complaints are used. At PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) did not open complaints on complaints from its congregation, because all offices and branches throughout Indonesia have been permanently closed by the government and have had their licenses revoked so that they can no longer carry out their operational activities.
- d. The right to consumer coaching and education. Before departing PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) located in Medan City carried out

coaching and education in the form of manasik on January 6, 2018, this manasik was carried out only once, of course it is very detrimental for prospective Umrah pilgrims because many do not understand about the Umrah procedures.

- e. The right to be enforced and served correctly and honestly, in a non-discriminatory manner. At the beginning of registration PT. Alfalah Tour and Travel and PT Menara Kharisma Insani (MKI) in serving their Umrah pilgrims are not done honestly, because in making repayment of the cheap promo price results in not smooth all activities, and the results of an interview from Mrs. Palupi as an Umrah pilgrim who said that the repayment of the Umrah fee was carried out within five days or within a week, At least in making the repayment is done for 2 months before the scheduled departure.
- f. The right to compensation, compensation and reimbursement, if the services received are not in accordance with the agreement or are not as they should be. PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) does not provide compensation suffered by its Umrah pilgrims, but at the time after conducting a meeting between business actors and consumers as Umrah pilgrims held and attended by various related agencies, that PT. Alfalah Tour and Travel and PT Menara Kharisma Insani (MKI) are committed to responsibility by continuing to dispatch their pilgrims, but with the condition of increasing money, but now the statement is no longer valid, and actually it is done only to appease the congregation. PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) also does not provide consumer rights as stated in Article 20 paragraph (1) letter a PMA No. 8 of 2018 concerning the existence of Life, Health and Safety Insurance. Since the initial start of registration to its congregations, and also PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI) is lacking in fulfilling its obligation to carry out maximum guidance to its pilgrims so that the rights of the congregation to get guidance and education are not fulfilled optimally, the pilgrims are only given guidance, namely in the form of Hajj manasik which is carried out only once, this also causes the pilgrims to experience losses because they do not understand many of the procedures for Umrah. Failure to depart Umrah pilgrims is considered an unlawful act because it has violated consumer rights in the Consumer Protection Law.

According to researchers, the factor that became the failure of Umrah pilgrims to go to the holy land was due to indications of management discrepancies at PT. Alfalah Tour and Travel and PT. Menara Kharisma Insani (MKI) in managing finances caused the congregation to fail to leave. This of course causes funds from the Director's business speculation to trigger problems that harm the Umrah pilgrims who use the services of PT. Alfalah Tour and Travel dan PT. Menara Kharisma Insani (MKI). In practice, the existing consumer law protection arrangements are less effective, therefore it is necessary to enforce more legal protection, especially in fulfilling all consumer rights that should be

obtained so as not to cause any losses.

Regulations That apply To The Umrah Pilgrimage

The laws and regulations governing the implementation of Umrah travel are based on Law Number 13 of 2008 concerning the Implementation of Hajj, Government Regulation of the Republic of Indonesia Number 79 of 2012 concerning the Implementation of Law Number 13 of 2008 concerning the Implementation of Hajj, Regulation of the Minister of Religious Affairs of the Republic of Indonesia Number 8 of the Year 2018 concerning the Implementation of Umrah Pilgrimage.

1. The implementation of Umrah according

The implementation of Umrah according to Article 43 paragraph (2) of Law Number 13 of 2008 concerning the Implementation of Hajj, can be organized by the government and/or travel agencies determined by the Minister. According to Article 1 number 10 of the Government Regulation of the Republic of Indonesia Number 79 of 2012 concerning the Implementation of the Hajj Law, what is meant by the implementation of Umrah travel is a travel agency that has received permission from the Minister to organize Umrah trips. According to Article 1 paragraph (1) of the Regulation of the Minister of Religious Affairs of the Republic of Indonesia Number 8 of 2018 concerning the Implementation of Umrah Trips, the implementation of Umrah trips is a series of Umrah travel activities outside the Hajj season which includes the guidance, service, and protection of pilgrims, which are carried out by the government and / or umrah travel organizers. (Penyelenggaraan Perjalanan Umrah [1])

2. Umrah Travel Requirements

According to Pasal 5 paragraph (2) of the Regulation of the Minister of Religious Affairs of the Republic of Indonesia Number 8 of 2018 concerning the Implementation of Umrah Trips, to have an operational permit as a PPIU travel agency must meet the following requirements:

- a. Have a notarial deed of establishment of a limited liability company and/or its amendment as a travel agency that has one of its business activities in the field of religion/worship travel that has received approval from the Ministry of Law and Human Rights;
- b. The shareholders, commissioners, and directors listed in the notarial deed of limited liability company are Indonesian citizens who are Muslim.
- c. Shareholders, commissioners, and directors have never been or are being sanctioned for violations of the implementation of Umrah trips.
- d. Have a service office as evidenced by a certificate of company domicile from the local government and attach proof of ownership or lease for at least 4 (four) years as evidenced by endorsement or legalization from a Notary.
- e. Have a tourism business registration mark: Have operated for at least 2 (two) years as a travel agency as evidenced by business activity reports.
- f. Have a travel service business certificate with a valid travel agency category.
- g. Have the technical ability to organize Umrah trips which include the ability of human resources, management, and

- facilities and infrastructure.
- h. Have company financial statements for the last 2 (two) years and have been audited by a public accountant registered with the Ministry of Finance with an unqualified opinion.
 - i. Attach a fiscal certificate and a photocopy of the taxpayer identification number on behalf of the company and company leaders
 - j. Have an original recommendation letter from the Regional Office with a validity period of 3 (three) months; and
 - k. Submit guarantees in the form of deposits/bank guarantees on behalf of travel agencies issued by Islamic banks and/or national commercial banks that have sharia services with a validity period of 4 (four) years. (Penyelenggaraan Perjalanan Umrah [1])
3. Obligations of Umrah Travel Organizers

The obligation of umrah travel organizers is regulated in Article 45 paragraph (1) of Law Number 13 of 2008 concerning the Implementation of Hajj, that umrah travel organizers must fulfill the following conditions:

- a. Provide worship guides and health officers.
- b. Dispatch and repatriate pilgrims in accordance with the validity period of the Umrah visa in Saudi Arabia and the provisions of laws and regulations.
- c. Provide services to the congregation in accordance with the written agreement agreed between the organizer and the congregation.
- d. Report to the Representative of the Republic of Indonesia in Saudi Arabia upon arrival in Saudi Arabia and upon return to Indonesia.

Travel Liability For Failure To Depart For Umrah

Legal remedies are legal steps taken by legal subjects against parties who express objections to a case, whether it is a case that is still ongoing or has been decided by the court. The purpose of the legal remedy is a request to the court to decide in accordance with the legal interests or rights of the applicant. The interests of rights raised in this case disputes between consumers and business actors, have actually been regulated also in the provisions of Article 23, Article 28, Article 45, Article 47, Article 48 of the (Sinaga [7]) Consumer Protection Law relating to the settlement of consumer disputes. The prohibition on Umrah travel organizers is regulated in article 12 of the Regulation of the Minister of Religious Affairs of the Republic of Indonesia Number 8 of 2018 concerning the Implementation of Umrah Travel that Umrah Travel Organizers (PPIU) are prohibited from facilitating the departure of pilgrims using the Umrah Implementation Fee (BPIU) derived from bailouts. According to Article 65 of the Government Regulation of the Republic of Indonesia Number 79 of 2012 concerning the Implementation of Law Number 13 of 2018 concerning the Implementation of Hajj, it is regulated regarding the prohibition for Umrah travel organizers, to abandon Umrah pilgrims which results in Umrah pilgrims, Failure to leave for Saudi Arabia, Violating visa validity periods; or Threatened security and safety. (Pelaksanaan Undang Undang Nomor 13 Tahun 2008 Tentang

Penyelenggaraan Ibadah Haji [8]) The responsibilities that can be carried out by the travel agency for failure to depart for Umrah can be made as follows:

1. Responsibility of Business Actors in Civil Perspective

Legal responsibility is an obligation for business actors to bear all the consequences arising in carrying out a legal act. The concept of legal responsibility is closely related to the concept of rights and obligations. The concept of rights here is a concept that emphasizes the understanding of rights and the understanding of obligations that must be fulfilled for business actors to be able to correlate with others. (Ilmu Hukum, 2000) The concept related to the concept of legal obligation is the concept of responsibility in holding legal acts accountable. This means that business actors are fully responsible for sanctions if their actions are contrary to applicable regulations. According to civil law, the basis of liability is divided into two types, namely liability on the basis of risk and liability on the basis of error. In the principle of responsibility based on mistakes which means a person must be responsible for his mistakes that harm others. Meanwhile, the principle of risk responsibility means that business actors must be responsible for all risks in carrying out their business activities. The responsibilities of business actors are listed in article 19 of the Consumer Protection Law which states that.

- a. Business actors are responsible for providing compensation for damage, pollution, and loss to consumers of services produced or traded.
- b. Compensation as referred to in paragraph 1 may be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or provision of compensation in accordance with the provisions of applicable laws and regulations.
- c. The compensation will be made within a grace period of 7 (seven) days after the transaction date.
- d. The provision of compensation as referred to in paragraph 1 and paragraph 2 does not eliminate the possibility of criminal prosecution based on further evidence of the existence of an element of guilt,
- e. The provisions referred to in paragraph 1 and paragraph 2 do not apply if the business actor can prove that the error is the fault of the consumer. (Undang-Undang Perlindungan Konsumen, 1999)

From the results of research in the field, PT. Alfalah Tour and Travel has committed to be responsible by continuing to dispatch its pilgrims but on the condition that all pilgrims who want to depart must add or overcome the costs that have been paid to the airline before the funds are returned. Because, the travel party cannot overcome the cost caused by the maskapi. So if the congregation is willing and willing to increase funds to overcome the existing shortages by using personal money of approximately Rp. 10,000,000 pilgrims, the travel party can dispatch prospective pilgrims. But if the congregation is not concerned and does not want to increase funds to overcome it, then the congregation must be patient waiting for the airline to return their funds first, then the travel party can dispatch prospective pilgrims. In 2023, the travel party has dispatched around 30 of its pilgrims. At PT. Menara Kharisma Insani (MKI) has promised to be responsible and

dispatch its pilgrims on the condition that all pilgrims must be patient waiting for the travel party to be able to reimburse the money that has been misused by the travel party. But in fact the form of responsibility from the management is only used to appease the pilgrims, and for now this form of responsibility is no longer valid, the departure is charged by pilgrims who want to leave for Umrah to the holy land of Mecca.

2. Responsibility for Business from a Criminal Perspective

Law Number 8 of 1999 concerning Consumer Protection provides an opportunity for consumers who are harmed by the actions of business actors that harm consumers to report business actors who violate the law or have problems in doing their business, to the Indonesian Republic Police in the form of criminal sanctions. This is based on Article 61 of the Consumer Protection Law "Criminal charges can be made against business actors and their managers". It is also stated in Article 62 "Paragraph (1) Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with a maximum imprisonment of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah). Paragraph (2) Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letter d and letter f shall be sentenced to imprisonment for a maximum of 2 (two) years or a maximum fine of IDR 500,000,000.00 (five hundred million rupiah).

3. Responsibilities of Business Actors from Segi Administrative

This administrative response in organizing Hajj and Umrah is regulated by administrative sanctions in accordance with the level of error, which is contained in Article 46 of Law Number 13 of 2008 paragraph (1) concerning the implementation of Hajj, which is as follows:

- a. Commemoration
- b. Suspension of operating permits or
- c. Revocation of operating license.

Related to the provisions of Fatwa DSN-MUI NO.83 in its provisions regulate the same regarding the provision of compensation and do not stipulate additional costs or other things to the pilgrims except the money that has been used for the purposes or process of leaving the congregation cannot be returned. Travel responsibility for failure in the departure of Umrah pilgrims does not cause detailed sanctions in the DSN-MUI fatwa rules, however, the provisions of DSN-MUI Fatwa No. 83 are adjusted to the rules of the applicable Law and which regulate the same problem, especially in this study of Umrah worship regulated in Law No. 13 of 2008 and Minister of Religious Affairs Regulation No. 8 of 2018.

IV. CONCLUSION

From the results of this study, it was concluded that in 2020 there was a cancellation of the departure of Umrah in the city of Medan caused by Al-falah tour travel, as many as

approximately 50 pilgrims experienced departure failures due to the emergence of the corona virus which made all access in and out of the country closed to anticipate the continued transmission of the corona virus. Due to this reason, the pilgrims experienced failure which resulted in them having to postpone the departure of their Umrah worship through travel agents Alfalah Tour and Travel. According to the Law and Fatwa DSN-MUI, the departure of Umrah should not be canceled or postponed unilaterally. The reason for the postponement of the departure of Umrah due to the corona virus in 2019-2020 which made the travel party have to cancel the departure of these pilgrims was the main factor that resulted in the failure to depart, then the existence of ticket brokers and late processing of visas for the pilgrims, in addition to the form of responsibility of the traveler, The travel party has paid the departure fee to Air Asia but the funds have not been returned, but in 2022-2023 the Alfalah Tour and Travel managed to dispatch the pilgrims back with a scatter system where the scatter system was adjusted to the wishes of the pilgrims. If the congregation wants to leave as soon as possible, then the congregation must add to the lack of funds or adjust when the congregation wants to leave. Advice from researchers to travel agencies for Umrah travel, must run their business honestly and fulfill and comply with all applicable laws and fatwas of DSN-MUI so that if the comfort and security of the pilgrims are guaranteed and of course it will be easy to gain the trust of the pilgrims who will use the travel services.

REFERENCES

- [1] Penyelenggaraan Perjalanan Umrah, Pub. L. No. 18 2018.
- [2] Subekti, R. KUH Perdata Buku Ketiga Tentang Perikatan. Pradbya Paramita. 2006.
- [3] Sutedi, A. Tanggung Jawab Produk dalam Hukum Perlindungan Konsumen. Ghalia Indonesia. 2008.
- [4] Bugin, B. Metode Penelitian Kualitatif. PT Raja Grafindo Persada. 2006.
- [5] Amha, S. A. J., & dkk. Analisis Dan Tanggungjawab Biro Travel Umrah atas Kegagalan Pemberangkatan Jemaah Umrah Kota Makasar (Studi Kasus Travel PT. Global Tours). Qawanin Jurnal Ilmu Hukum , 1, 15. 2021.
- [6] Undang-Undang Perlindungan Konsumen, Pub. L. No. 8. 1999.
- [7] Sinaga, V. H. Hukum Acara Perdata Dengan Pemahaman Hukum Materil. Erlangga. 2015.
- [8] Pelaksanaan Undang Undang Nomor 13 Tahun 2008 Tentang Penyelenggaraan Ibadah Haji, Pub. L. No. 79 2012.
- [9] Tentang Penjualan Langsung Berjenjang Syari'ah (PLBS) Jasa Perjalan Umrah, Pub. L. No. 83, No.83/DSN-MUI/VI/2012 2012.
- [10] Rahardjo, Satjipto. Ilmu Hukum. PT. Citra Aditya Bakti. 2000.