



Legal Liability Of Umrah Organisers For Losses Suffered By Pilgrims (Study Of District Court Decision No. 490/Pid.B/2025/PN PTK)

Tanggung Jawab Hukum Penyelenggara Umroh Atas Kerugian Jamaah (Studi Putusan PN No. 490/Pid.B/2025/PN PTK)

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ABSTRAK

Pertumbuhan pesat industri perjalanan umrah di Indonesia telah meningkatkan risiko sengketa hukum antara jamaah dan penyelenggara perjalanan, terutama dalam kasus penipuan, keberangkatan yang gagal, dan pengelolaan dana jamaah yang tidak baik. Beberapa kasus menonjol menunjukkan kelemahan dalam pengawasan regulasi dan mekanisme perlindungan konsumen di sektor perjalanan umrah. Studi ini menganalisis hubungan hukum antara jamaah dan penyelenggara umrah serta meneliti tanggung jawab hukum penyelenggara ketika jamaah mengalami kerugian. Penelitian ini menggunakan metode hukum normatif dengan pendekatan kualitatif deskriptif. Studi ini menerapkan pendekatan hukum dan yurisprudensi dengan menganalisis peraturan perundang-undangan yang relevan dan Putusan Pengadilan Negeri No. 490/Pid.B/2025/PN Ptk. Bahan hukum terdiri dari sumber primer, sekunder, dan tersier yang dikumpulkan melalui penelitian perpustakaan dan dianalisis menggunakan metode interpretasi gramatikal, sistematis, dan teleologis. Hasil penelitian menunjukkan bahwa hubungan hukum antara jamaah haji dan penyelenggara umrah bersifat kontraktual, didasarkan pada perjanjian layanan perjalanan keagamaan. Ketidakmampuan untuk menyediakan layanan yang dijanjikan merupakan pelanggaran kontrak yang memberikan hak kepada jamaah untuk menuntut ganti rugi. Analisis kasus menunjukkan bahwa penyelenggara juga dapat dikenakan tanggung jawab pidana jika terjadi praktik penipuan, seperti yang ditunjukkan oleh putusan pengadilan yang menjatuhkan hukuman empat tahun penjara kepada pelaku karena mengumpulkan dana tanpa melaksanakan layanan ziarah yang dijanjikan. Studi ini menyimpulkan bahwa tanggung jawab hukum penyelenggara umrah bersifat multidimensional, mencakup kewajiban kontraktual, administratif, pidana, dan etis. Penguatan pengawasan regulasi, transparansi, dan mekanisme penyelesaian sengketa sangat penting untuk memastikan perlindungan hukum yang efektif bagi jamaah.

ABSTRACT

The rapid growth of the umrah travel industry in Indonesia has increased the risk of legal disputes between pilgrims and travel organizers, particularly in cases involving fraud, failed departures, and mismanagement of pilgrims' funds. Several high-profile cases demonstrate weaknesses in regulatory supervision and consumer protection mechanisms in the pilgrimage travel sector. This study examines the legal relationship between pilgrims and umrah organizers and analyzes the legal responsibilities of organizers when pilgrims suffer losses. The research uses a normative legal method with a descriptive qualitative approach. The study applies statutory and case approaches by analyzing relevant legislation and District Court Decision No. 490/Pid.B/2025/PN Ptk. Legal materials consist of primary, secondary, and tertiary sources collected through library research and analyzed using grammatical, systematic, and teleological interpretation methods. The results show that the legal relationship between pilgrims and umrah organizers is contractual, based on a religious travel service agreement. Failure to deliver promised services constitutes a breach of contract that entitles pilgrims to seek compensation. The case analysis reveals that organizers may also bear criminal liability when fraudulent practices occur, as demonstrated by the court's decision sentencing the offender to four years' imprisonment for collecting funds without realizing the promised pilgrimage services. The study concludes that the legal responsibility of umrah organizers is multidimensional, encompassing contractual, administrative, criminal, and ethical obligations. Strengthening regulatory supervision, transparency, and dispute resolution mechanisms is essential to ensure effective legal protection for pilgrims.

INTRODUCTION

The umrah travel agency industry in Indonesia has expanded considerably in response to the rising public interest in performing the umrah pilgrimage. Indonesia hosts the largest Muslim population in the world, and the growing number of prospective pilgrims has stimulated a substantial increase in travel agencies that provide umrah services. This industry operates within a complex environment characterized by diverse service offerings, regulatory challenges, and the persistent risk of fraudulent practices. The management of these factors directly affects service quality, pilgrim trust, and the operational stability of the company. In addition, the quality of human resource management and a good organisational system are important factors for umrah travel agencies to maintain their reputation, increase service productivity,

and maintain business sustainability amid increasingly competitive religious travel industry competition and demands for transparency in the management of umrah services (Hendriati et al., 2024). Previous studies report that the rapid expansion of umrah travel agencies largely results from the continuous annual increase in the number of pilgrims seeking to perform the pilgrimage (Jumali & Fitriyani, 2024).

The Minister of Hajj and Umrah of Saudi Arabia reported that the number of Umrah pilgrims in the first quarter of 2025 reached 6.5 million individuals. This figure reflects an increase of 11 percent compared with the same period in the previous year. Data released by the Indonesian Ministry of Religious Affairs also indicates a substantial contribution from Indonesian pilgrims during the same period. The ministry recorded a total of 547,122 Indonesian Umrah pilgrims in the first quarter of 2025, consisting of 218,964 pilgrims in January, 217,268 in February, and 110,890 in March (Himpun News, 2025).

The umrah licensing system in Indonesia functions as a regulatory control mechanism that ensures only Umrah Pilgrimage Organizers that satisfy legal requirements, operational standards, and ethical obligations are permitted to provide services to the public. The Ministry of Religious Affairs administers and supervises this system through regulatory provisions established in Law No. 8 of 2019 concerning the Implementation of Hajj and Umrah Pilgrimage and Minister of Religious Affairs Regulation No. 8 of 2018 concerning Umrah Pilgrimage Travel. These legal instruments define the responsibilities and roles of travel agencies, emphasize the necessity of obtaining valid operational permits, and require agencies to conduct their business activities in accordance with ethical and accountable practices (Izzati et al., 2024).

Professionalism refers to an individual's attitude, behaviour and ability to perform work tasks competently, responsibly and in accordance with ethical standards and organisational values. Professionalism is not only related to technical expertise, but also includes integrity, commitment to public service, and the ability to work effectively and accountably in carrying out organisational functions (Brumadyadisty, 2025). The organizer must operate as an Indonesian legal entity and typically holds the form of a limited liability company engaged in tourism or religious travel services. The entity must possess a valid deed of establishment, sufficient capital, and qualified managerial personnel. The requirement for legal entity status ensures the presence of a legally accountable party in situations where pilgrims experience financial or service-related losses. This principle became evident in the case of the umrah travel agency PT Gema Nusantara Abadi in Jakarta in 2019, where authorities determined that the agency conducted its operations without legal status and therefore carried out all business activities unlawfully (Al-Qaradawi & Henderson, 2021; Shackley, 2021).

The Ministry of Religious Affairs requires umrah organisers to obtain an operating licence before collecting funds, advertising services, or offering departure packages. The licensing process involves verifying legal documents, such as the deed of establishment, tax identification number, business licence, financial reports, and management track record along with meeting minimum capital requirements and depositing a departure guarantee fund to protect pilgrims if obligations are not fulfilled. Organisers must also demonstrate competent human resources, including directors knowledgeable about umrah regulations, trained operational staff, and qualified worship guides, to ensure service quality and minimise risks during worship (Haque et al., 2023; Rahman & Aziz, 2022).

Licensed organisers must follow Standard Operating Procedures under PMA No. 8 of 2018, which require transparency in package costs, including details of prices, facilities, hotels, transportation, and departure schedules. Pilgrims must receive protection through health and travel accident insurance, and organisers must deliver facilities consistent with marketing information, such as accommodation, meals, guides, and transportation. Violations may lead to administrative sanctions and potentially criminal consequences if fraud is involved (Battour & Ismail, 2021).

Supervision is conducted through SISKOPATUH, a digital system that records pilgrim numbers, departure schedules, visa use, facility compliance, and organiser track records, enabling real-time monitoring and easier audits. Violations can result in sanctions ranging from written warnings and temporary suspension to licence revocation and blacklisting, while criminal acts such as fraud or embezzlement may be prosecuted under the Criminal Code (Buhalis & Amaranggana, 2022).

Beyond supervision, the Ministry of Religious Affairs also provides guidance and public education through mentoring, field audits, and public outreach on verifying organiser legality, aiming to prevent unlicensed agencies from operating and causing losses to pilgrims (Ali & Frew, 2023).

The implementation of umrah pilgrimage services in Indonesia often results in legal and operational problems, particularly related to protecting pilgrims from financial losses caused by failed departures, fraud, or travel agency default. High-profile cases such as the First Travel scandal highlight the need for stronger consumer protection mechanisms to prevent deceptive practices that lead to financial loss and the loss of pilgrims' opportunity to perform umrah. In response, the Indonesian government introduced regulatory measures, including Minister of Religious Affairs Regulation No. 8 of



2018, which emphasizes transparency, accountability, and responsible service provision in the umrah travel sector (Hidayat & Sarono, 2022; Rahmawati, 2021).

The complexity of licensing and supervisory mechanisms for travel agencies further increases legal risks for pilgrims. Disputes between pilgrims and organizers reflect the limited effectiveness of consumer protection frameworks and inconsistent regulatory enforcement. Many conflicts stem from contractual uncertainty when travel agencies fail to fulfill obligations in service agreements, such as delayed departures, facilities that differ from promotional promises, or the failure to depart despite full payment, often leading pilgrims to pursue legal action (Suradi et al., 2025).

Fraudulent practices are also common, particularly among agencies operating without official authorization or lacking financial transparency. Some agencies attract consumers by offering umrah packages far below market prices without legal guarantees, and in many cases misappropriate pilgrims' deposits, causing significant financial and psychological harm and resulting in legal disputes between pilgrims and travel operators (Nasir & Saro, 2025).

Civil liability for consumer losses is a legal obligation that must be fulfilled by business actors if their actions or negligence cause losses to consumers in a transaction. In civil law, liability arises when there is a breach of legal or contractual obligations that causes losses to another party. This principle places business operators as the party that must provide compensation for losses suffered by consumers (Wijaya et al., 2024).

District Court Decision No. 490/Pid.B/2025/PN Ptk demonstrates the application of criminal liability in the organization of umrah pilgrimage services. In this case, the defendant, "J," who served as the Operational Director of PT. XYZ, was prosecuted before the Pontianak District Court for unlawfully organizing umrah pilgrimage activities and alleged fraud. The Public Prosecutor charged the defendant under Article 124 of Law No. 8 of 2019 concerning the Organization of Hajj and Umrah Pilgrimages in conjunction with Article 55 paragraph (1) point (1) of the Criminal Code, with an alternative charge under Article 378 of the Criminal Code in conjunction with Article 55 paragraph (1) point (1). The prosecution argued that the defendant jointly participated in managing and receiving deposits for umrah services without lawful authority (Direktori Putusan Mahkamah Agung Republik Indonesia, 2025).

PT. XYZ possessed a license as an Umrah Pilgrimage Organizer, and the defendant served as Operational Director based on a Letter of Assignment dated 1 January 2023. Ari and five family members registered for the "Mahabbah" umrah package scheduled for August 2024 and paid a total of Rp169,500,000 through installments. Despite completing the payments, the agency repeatedly postponed the departure, and on 31 August 2024 the pilgrims failed to depart as promised, while the agency also did not return the funds until legal proceedings began (Direktori Putusan Mahkamah Agung Republik Indonesia, 2025).

The panel of judges determined that the element of acting "without rights" under Article 124 of Law No. 8 of 2019 had been fulfilled. The court found that the defendant received and managed pilgrims' funds but failed to arrange the promised departure and did not refund the payments, while also acting together with other parties as defined under Article 55 of the Criminal Code. Based on these findings, the court sentenced the defendant to four years' imprisonment, considering the detention period already served, and ordered the payment of court costs while retaining payment records and corporate documents in the case file (Direktori Putusan Mahkamah Agung Republik Indonesia, 2025).

The decision confirms that an Operational Director can bear criminal liability even without company ownership. It expands the interpretation of Article 124 of Law No. 8 of 2019 as a mechanism for protecting pilgrims and clarifies that failing to arrange departures, refusing to return pilgrims' funds, and accepting payments under unlawful conditions may constitute criminal acts rather than merely civil breaches of contract (Direktori Putusan Mahkamah Agung Republik Indonesia, 2025).

District Court Decision No. 124/PID.SUS/2019/PT DKI reveals a contradiction within the positive legal framework governing umrah travel services. Law No. 8 of 2019 and related regulatory provisions stipulate that only licensed operators possess the legal authority to provide umrah pilgrimage services. However, the facts of the case demonstrate that the perpetrators were able to collect funds and engage consumers despite lacking official authorization. This circumstance reflects deficiencies in regulatory oversight and highlights weaknesses in the enforcement of both administrative and criminal sanctions.

The issues described in the preceding discussion lead to several central research questions concerning the legal framework governing umrah pilgrimage services in Indonesia. This study examines the legal relationship between pilgrims and umrah travel organizers and analyzes the extent of legal responsibility borne by organizers when disputes arise between service providers and pilgrims. In line with these issues, this research aims to identify and explain the legal relationship that exists between pilgrims and umrah organizers in Indonesia. The study also seeks to analyze the legal responsibilities of umrah organizers in addressing and resolving legal losses experienced by pilgrims.

THEORETICAL BASIS

Meaning of the Agreement

The agreement in the organisation of Umrah pilgrimage is the legal basis that forms a contractual relationship between pilgrims and travel organisers. In practice, the Umrah contract is understood as an agreement between the travel agency and the pilgrims that clearly stipulates the rights and obligations of each party from the outset of the transaction. This agreement covers the types of services provided, departure schedules, travel costs, and mutually agreed payment mechanisms. The perspective of fiqh muamalah emphasises that contracts in service transactions, whether in the form of sale and purchase or ijarah, must be based on the agreement of the parties and clarity regarding the rights and obligations attached to each party (Ermelia et al., 2023; Hidayat & Saron, 2022).

Valid Terms of Agreement

The law of contracts in the relationship between umrah travel agencies and pilgrims refers to the general provisions set out in the Civil Code. This normative framework stipulates that a contract is considered valid if it fulfils four main elements, namely the agreement of the parties, the legal capacity of the parties involved, a specific object of the contract, and a lawful cause. These four elements form the legal basis of a contract and determine its binding force in the civil law system. This principle applies universally to various forms of agreements, including operational contracts between Umrah travel agencies and pilgrims that regulate travel packages, payment mechanisms, and the implementation of religious services (Lihawa et al., 2023b).

Consequences of Default

Failure to perform in the organisation of Umrah pilgrimages has significant legal consequences for pilgrims as consumers. From a civil law perspective, pilgrims have the right to claim compensation for losses incurred as a result of the travel agency's failure to fulfil its contractual obligations. Such losses may include material losses in the form of travel costs that have been paid, additional expenses incurred during the delay or cancellation process, and the potential loss of the opportunity to perform the pilgrimage at the planned time. Various studies show that civil breach of contract lawsuits are the mechanism most often used by pilgrims to obtain compensation from travel agencies that do not fulfil their obligations as stated in the umrah travel contract (Samosir, 2023).

Umrah Travel Obligations

The operational obligations of umrah travel agencies also include provisions regarding force majeure circumstances that may affect the continuity of the pilgrimage. In the practice of organising umrah, unexpected situations such as a global pandemic may result in the cancellation or postponement of departure. The fiqh muamalah perspective views the cancellation of travel due to *udhūr syar'i* as a justifiable condition as long as the principles of justice and benefit are upheld. In this context, the ijarah contract as the basis of the service contract between the pilgrims and the travel agency requires a fair settlement mechanism, for example through a refund or a change in the departure schedule. Therefore, the existence of a clear force majeure clause in the contract is considered important to anticipate similar risks in the future and provide legal certainty for both parties (Ramdan et al., 2025).

Obligations of Umrah Pilgrims

Within the contractual framework, pilgrims are obliged to pay for the Umrah travel package in accordance with the terms agreed upon in the agreement. Conversely, the travel agency is obliged to provide services in accordance with the package offered, including ensuring travel safety, providing accommodation that meets the promised standards, and carrying out all services professionally without defaulting. If the trip is cancelled due to circumstances classified as *udhūr syar'i*, the agency is still obliged to offer a refund mechanism or reschedule the departure as a form of fulfilling the principle of justice recognised in fiqh muamalah. Thus, trip cancellations are not considered a violation of Islamic contract principles as long as the parties transparently agree on the applicable rights and obligations (Ramdan et al., 2025).

RESEARCH METHODS

This study uses a normative legal research method that focuses on analyzing legislation, legal doctrine, and applicable legal principles to examine the research problem. It adopts a descriptive qualitative approach to systematically describe, interpret, and analyze legal data in order to gain a comprehensive understanding of the legal issues being studied (Ranchordás et al., 2021).



The research applies statutory and case approaches. The statutory approach examines relevant regulations, including Law No. 8 of 1999 on Consumer Protection, Law No. 13 of 2008 on the Implementation of Hajj, Government Regulation No. 79 of 2012, and other technical regulations governing umrah pilgrimage services. This analysis evaluates how the legal framework defines responsibility and provides protection mechanisms for pilgrims who suffer losses. The case approach analyzes jurisprudence, particularly District Court Decision No. 490/Pid.B/2025/PN Ptk, focusing on the legal facts, judicial reasoning of the panel of judges, and the final decision in relation to the legal responsibility of umrah organizers (Ranchordás et al., 2021).

The research relies on primary, secondary, and tertiary legal materials. Primary materials include binding regulations such as Law of the Republic of Indonesia No. 8 of 2019 concerning the Implementation of Hajj and Umrah, Government Regulation No. 79 of 2012 concerning the implementation of Law No. 13 of 2008 on the Implementation of Hajj, Minister of Religious Affairs Regulation No. 8 of 2018 concerning the Implementation of Umrah Pilgrimage, and District Court Decision No. 490/Pid.B/2025/PN Ptk concerning disputes in umrah travel services. Secondary materials consist of academic journals, scholarly literature, prior research, and legal analyses discussing consumer protection and the responsibilities of pilgrimage organizers, while tertiary materials include legal dictionaries, encyclopedias, and reference books that clarify legal concepts (Ranchordás et al., 2021).

Legal materials are collected through library research from libraries, legal databases, and credible digital repositories, followed by critical review and evaluation. The collected materials are analyzed using descriptive analysis (Ranchordás et al., 2021).

RESULT AND DISCUSSION

Rights and Obligations of Umrah Organisers

The study shows that the legal relationship between pilgrims and umrah travel organisers arises from a travel service agreement that creates rights and obligations for both parties. In the case of PT. XYZ, this relationship is established when pilgrims register for the offered travel package and pay the travel costs. Through this agreement, the organiser is responsible for providing pilgrimage services according to the agreed package, while pilgrims must fulfil their payment obligations. This contractual framework serves as the legal basis regulating the rights and duties of both parties and provides legitimacy for pilgrims to demand the fulfilment of their rights if the organiser fails to carry out its obligations (Hidayat & Saron, 2022).

From a civil law perspective, the organiser's obligation to provide transportation, accommodation, document management, and worship assistance constitutes the primary performance in the contractual relationship. The study found that PT. XYZ failed to realise the promised departure of the pilgrims, indicating a violation of contractual obligations. This situation reflects the doctrine of default in contract law, where failure to perform agreed obligations gives rise to legal liability for the negligent party. Previous studies also confirm that umrah travel contracts create a contractual framework requiring organisers to guarantee the provision of religious travel services according to the agreement with pilgrims (Lihawa et al., 2023a).

In addition to contractual obligations, umrah travel organisers must also fulfil administrative obligations under Indonesia's legal system. Law No. 8 of 2019 concerning the Implementation of Hajj and Umrah Pilgrimage requires organisers to possess an official licence as an Umrah Pilgrimage Organiser (PPIU), provide transparent services, and ensure the security of pilgrims' funds. These regulations aim to protect consumers and ensure accountability in the pilgrimage travel industry. Academic studies highlight that regulatory compliance and service transparency are essential for building public trust and preventing fraudulent practices in the religious travel sector (Hidayat & Saron, 2022; Indriani et al., 2025). Therefore, failure to fulfil contractual obligations not only constitutes a breach of contract but also indicates non-compliance with national regulatory requirements.

Empirical findings reveal that the organiser accepted payments from pilgrims without realising the promised pilgrimage and without returning the deposited funds, causing financial losses to pilgrims as consumers of religious travel services. Legally, accepting funds without delivering the promised services constitutes a breach of contract and may also lead to criminal consequences if elements of fraud or abuse of trust are present. Research on umrah travel disputes shows that opaque management of pilgrims' funds and failure to ensure departure frequently cause significant consumer losses, highlighting the need for strict legal accountability for organisers who violate applicable regulations (Pebrianto, 2024).

From a risk management perspective, umrah travel contracts should clearly regulate force majeure conditions, travel cancellation mechanisms, refund procedures, and rescheduling provisions to provide legal certainty and reduce potential disputes (Ramdan et al., 2025). In practice, extraordinary circumstances such as a global pandemic may justify postponement or cancellation, which in fiqh muamalah is recognised as *udhūr syar'i*, provided the organiser upholds justice and benefit through

mechanisms such as refunds or rescheduling. However, the case analysed in this study does not qualify as force majeure because the failure to depart was caused by the organiser's inability or negligence in fulfilling contractual obligations rather than unavoidable circumstances.

The findings also relate to the broader legal framework of consumer protection. Pilgrims as users of religious travel services are entitled to clear information, transparent services, and legal protection in the event of disputes. Consumer protection regulations provide a legal basis for pilgrims to claim their rights through administrative, civil, or judicial dispute resolution mechanisms when necessary (Lihawa et al., 2023a). Court decisions in umrah travel disputes demonstrate the important role of the legal system in safeguarding consumer rights and maintaining the integrity of the pilgrimage travel industry.

At the same time, travel organisers also possess rights that must be respected by pilgrims during the execution of the contract. Travel agencies are entitled to receive payment for the agreed umrah services, which generally include flight tickets, accommodation, meals, local transportation, religious guidance, and administrative costs. These rights are based on the principle of contract law requiring both parties to fulfil the agreed obligations (Zenker & Kock, 2020).

Travel organisers also have the right to obtain complete and accurate documents from pilgrims, including identity cards, passports, health certificates, and other administrative requirements necessary for visa processing and departure. If pilgrims fail to provide correct information or submit required documents on time, organisers may adjust the departure process in accordance with the provisions of the travel agreement (Zenker & Kock, 2020). Additionally, organisers may apply contractual provisions related to travel cancellations, schedule changes, and force majeure conditions in situations beyond their control, such as government policies or international restrictions affecting the implementation of umrah travel.

Organisers also have the right to legal protection against actions that may disrupt business operations, such as unilateral cancellation by pilgrims that violates contractual terms or failure to fulfil payment obligations. In such cases, travel agencies may demand fulfilment of obligations or impose administrative sanctions according to the agreement (Zenker & Kock, 2020). Moreover, travel organisers have the right to conduct business legally within the regulatory framework once they fulfil the licensing requirements as Umrah Travel Organisers.

Overall, the findings indicate that the organisation of umrah pilgrimage involves complex legal relationships between pilgrims and organisers encompassing contractual, administrative, and consumer protection dimensions. The case involving PT. XYZ demonstrates that the organiser's failure to fulfil contractual obligations can cause financial losses to pilgrims and result in legal liability in both civil and criminal contexts. These findings highlight the need to strengthen regulatory oversight, improve contractual transparency, and develop professional standards within the umrah travel industry to ensure legal certainty for pilgrims, protect consumers from potential financial losses, and maintain public trust in the governance of pilgrimage travel in Indonesia.

Rights and Obligations of Prospective Pilgrims

The study shows that the legal relationship between prospective pilgrims and umrah travel organisers arises from a travel service agreement that forms a contractual relationship defining the rights and obligations of both parties. Within this framework, pilgrims act as service users who are bound by contractual commitments, while organisers are responsible for providing the agreed services. Based on the principle of *pacta sunt servanda*, the parties must consistently implement the entire contents of the agreement, making the balance between the rights and obligations of pilgrims essential for maintaining stable legal relations in the organisation of umrah pilgrimage.

The findings indicate that the primary obligation of prospective pilgrims is to pay the travel package fee according to the agreement. This payment constitutes the pilgrims' contractual performance and forms the basis for organisers to deliver the promised pilgrimage services. In addition to financial obligations, pilgrims must also fulfil administrative requirements necessary for international travel, such as submitting identity documents, passports, and health documents required for visa processing and departure procedures. Compliance with these requirements reflects the pilgrims' active role in supporting the operational process of the pilgrimage, which generally includes payment of travel costs, adherence to administrative procedures, and effective communication with the travel organiser.

These findings correspond with the perspective of *fiqh muamalah*, which places the relationship between pilgrims and travel agencies within the framework of an *ijarah* contract. In this arrangement, the organiser acts as a service provider and pilgrims act as service users who provide compensation through travel fees. Consequently, the obligation of pilgrims to pay for the services constitutes part of the contractual performance. The *ijarah* contract also requires transparency of information and clarity in regulating the rights and obligations of both parties to ensure fairness and prevent disputes (Ramdan et al., 2025). This perspective highlights that the obligations of pilgrims have not only administrative aspects



but also ethical dimensions in maintaining fairness in contractual relations according to the principles of *fiqh muamalah*.

The study also shows that prospective pilgrims possess several rights that must be fulfilled by umrah travel organisers. The main right is to receive pilgrimage services according to the package agreed in the travel contract. These services include flight tickets, accommodation in the holy land, meals, local transportation, and assistance from religious guides who support pilgrims in performing the umrah rituals properly. These rights are grounded in contract law principles requiring service providers to perform their obligations in accordance with the agreed contract (Ghapa et al., 2021).

Prospective pilgrims also have the right to obtain clear, accurate, and transparent information about all aspects of the umrah journey, including service package details, travel costs, facilities, departure schedules, and provisions regarding cancellations or schedule changes. Information transparency is an important element of consumer protection because it enables pilgrims to fully understand their contractual rights and obligations and prevents misleading information in the provision of pilgrimage services (Ghapa et al., 2021). From the perspective of consumer protection law, pilgrims are also entitled to legal protection if the organiser fails to fulfil contractual obligations. In cases of breach of contract, pilgrims may demand the fulfilment of contractual obligations or seek compensation for losses, including reimbursement of travel costs and other losses arising from cancellation or failure to depart. In certain circumstances, dispute resolution may also be pursued through civil, administrative, or criminal legal mechanisms if legal violations occur in the organisation of the pilgrimage (Ghapa et al., 2021).

The findings further show that pilgrims have the right to certainty of departure according to the schedule specified in the travel contract. If departure schedules change or trips are cancelled due to certain conditions, organisers must provide clear explanations and fair solutions, such as rescheduling departures, adjusting the travel package, or providing refunds according to contractual provisions. In the perspective of *fiqh muamalah*, trip cancellations due to emergency conditions may be categorised as *udhūr syar'i*, which allows postponement or cancellation as long as the rights of pilgrims are fulfilled fairly, for example through refunds or rescheduling (Ramdan et al., 2025).

Pilgrims also have the right to guarantees of safety and security during the pilgrimage. Travel organisers must ensure that all service components comply with applicable service standards, including document processing, health facilities, and logistical support during the pilgrimage in the holy land. Professional and transparent service standards not only protect pilgrims but also strengthen public trust in the umrah pilgrimage industry. In addition, pilgrims have the right to submit complaints if the services provided do not comply with the provisions of the travel contract. Complaints may be submitted directly to the organiser or through supervisory institutions responsible for overseeing the organisation of umrah pilgrimages, and this mechanism forms an essential component of consumer protection systems aimed at ensuring professional and accountable services (Ghapa et al., 2021).

Overall, the findings demonstrate that the rights and obligations of prospective umrah pilgrims are integral components of the contractual legal relationship between pilgrims and travel organisers. Pilgrims are obliged to pay travel costs, comply with administrative procedures, and provide the necessary information for the departure process. In return, they have the right to receive services in accordance with the agreement, obtain transparent information, gain legal protection, and receive safety guarantees during the pilgrimage. The integration of civil law principles, consumer protection frameworks, and the values of justice in *fiqh muamalah* forms an important foundation for creating a fair, transparent, and accountable umrah pilgrimage system. Strengthening regulatory frameworks, improving pilgrims' legal literacy, and enhancing effective supervision of pilgrimage organisers are essential to maintain public trust and ensure the sustainability of the umrah pilgrimage industry in Indonesia.

Responsibilities of Umrah Organisers towards Pilgrims

The study shows that the responsibility of Umrah travel organisers towards pilgrims is multidimensional, encompassing contractual, ethical, administrative, and criminal aspects. The legal relationship between pilgrims and organisers arises from a travel service agreement that obliges organisers to provide services such as transportation, accommodation, document processing, and worship assistance, while pilgrims must pay travel costs according to the agreed contract. This reflects the principle of contract law that agreements create binding legal obligations for the parties to perform the agreed services (Lihawa et al., 2023a).

Case analysis reveals a discrepancy between the organiser's contractual obligations and the actual provision of services, as organisers accepted payments from pilgrims while failing to realise the promised umrah journey. This situation constitutes a breach of contract that causes financial losses for pilgrims and gives the injured party the right to claim compensation or recovery of losses under civil law (Alfin & Latumahina, 2024; Samosir, 2023). Furthermore, accepting payments through deception or unfulfilled promises may constitute fraud as regulated in Article 378 of the Criminal Code. Empirical

evidence shows that organisers received funds without the intention or ability to send pilgrims on their journey, indicating that contractual default developed into an unlawful act with criminal consequences, a pattern also identified in previous studies on umrah travel disputes in Indonesia (Samosir, 2023).

Beyond contractual and criminal aspects, organiser responsibility must also be understood within the broader legal system. A systematic approach indicates that umrah travel organisers must possess official government licences to ensure operational capacity, financial reliability, and adequate management systems. However, empirical evidence shows that organisers in the analysed case accepted payments despite not being registered with the Ministry of Religious Affairs, violating regulatory frameworks designed to protect pilgrims as consumers of religious travel services. Weak supervision of travel organisers has been identified as a key factor contributing to fraud and misuse of pilgrims' funds (Alfin & Latumahina, 2024), indicating that organiser responsibility is also closely linked to compliance with state regulatory systems.

From a teleological perspective, regulations governing the organisation of Umrah pilgrimage aim to protect pilgrims as consumers while preserving the integrity of the pilgrimage as a religious practice. Legal sanctions against violators therefore serve not only to punish offenders but also to prevent fraudulent practices and maintain public trust in the Umrah travel system. These findings align with the perspective of *fiqh muamalah*, which emphasises that contracts must be executed fairly and transparently. Within the framework of an *ijarah* contract, organisers act as service providers who must deliver services according to the agreement, and failure to fulfil these obligations without valid reasons contradicts the principles of justice and benefit while violating the prohibition of *gharar* or uncertainty in transactions (Hidayat & Sarono, 2022; Ramdan et al., 2025).

The study also highlights the economic and reputational implications of organiser responsibility in the Umrah travel industry. Failure to fulfil contractual obligations not only causes financial losses for pilgrims but also damages the company's reputation and reduces public trust in travel services, which is a crucial factor influencing consumer decisions when selecting travel service providers (Jaenam, 2022).

From a legal standpoint, pilgrims who suffer losses may pursue civil claims for breach of contract to demand fulfilment of contractual obligations or compensation, including refunds of travel costs and other material losses. If criminal elements are present, law enforcement authorities may conduct investigations and prosecutions leading to sanctions such as imprisonment or fines, while also enabling restitution or the return of funds to victims. In addition to civil and criminal mechanisms, administrative liability may also be imposed by the government, particularly the Ministry of Religious Affairs, through sanctions such as written warnings, suspension of operating licences, or revocation of licences for Umrah Travel Organisers. These administrative measures aim to maintain order in the pilgrimage travel sector and ensure that only legally compliant organisers operate within the industry.

The research also emphasises the importance of strengthening supervision through integrated information technology and transparent administrative systems. The development of monitoring systems such as the Integrated Umrah and Hajj Monitoring Information System can enhance transparency in pilgrim registration, management of travel funds, and monitoring of departures, thereby helping prevent fraudulent practices and increasing organiser accountability (Amelya, 2022).

Overall, the findings confirm that the responsibility of Umrah travel organisers toward pilgrims involves contractual obligations to perform services according to agreements, administrative duties to comply with licensing and service standards, criminal liability when breaches involve fraudulent intent, and ethical responsibilities to maintain pilgrims' trust through honest and transparent transactions in accordance with civil law and *fiqh muamalah* principles. The integration of grammatical, systematic, and teleological legal approaches demonstrates that Indonesia's legal system provides a comprehensive framework for protecting pilgrims as users of Umrah travel services, although its effectiveness depends on consistent law enforcement, strengthened supervision, and improved public legal literacy regarding rights and obligations in umrah travel agreements.

CONCLUSION AND SUGGESTION

Conclusion

The legal relationship between pilgrims and umrah travel organisers in Indonesia is formed through a travel service agreement that creates a contractual obligation between the rights and obligations that must be fulfilled by each party. Pilgrims, as service users, are obliged to pay for the travel package and fulfil administrative requirements such as submitting identity documents, passports, and health documents required for visa processing and international travel. On the other hand, Umrah travel organisers are obliged to provide services in accordance with the agreed package, including the provision of transportation, accommodation, meals, and religious guidance during the trip.

Failure to fulfil contractual obligations, such as not departing with pilgrims even though the travel package has been paid for, can be categorised as a breach of contract, which has legal consequences



for the organiser. In such circumstances, pilgrims have the right to demand the fulfilment of obligations in accordance with the agreement or to claim compensation for losses incurred as a result of the breach of contract.

Suggestion

The government should enhance the effectiveness of supervisory mechanisms over umrah travel organizers in order to minimize the occurrence of disputes between pilgrims and travel agencies. Regulatory oversight should extend beyond the initial licensing process and include continuous monitoring of the operational activities of organizers throughout the implementation of pilgrimage travel. In this context, the Ministry of Religious Affairs should strengthen monitoring systems related to the management of pilgrims' funds, ensure transparency in the disclosure of travel package information, and supervise the compliance of organizers with established operational standards. The government should also develop a more responsive and integrated complaint mechanism that enables pilgrims to report suspected violations promptly and obtain adequate legal protection. In addition, policymakers should formulate clearer and more efficient dispute resolution procedures, including strengthening administrative mediation as a preliminary mechanism for resolving conflicts before disputes escalate into civil or criminal litigation. The establishment of stricter regulations concerning the refund of pilgrims' funds and the application of firm administrative sanctions against organizers who violate regulatory provisions represents another important measure to prevent the recurrence of fraudulent practices in the organization of umrah pilgrimage services.

Future research should examine more comprehensively the effectiveness of government supervision over umrah travel organizers and evaluate the implementation of regulatory frameworks that provide legal protection for pilgrims. Subsequent studies may adopt empirical approaches to investigate dispute resolution practices between pilgrims and travel agencies across various regions in Indonesia. Such analysis can identify the factors that trigger disputes, explore the obstacles encountered in the law enforcement process, and assess the effectiveness of consumer protection mechanisms within the pilgrimage travel sector. Through these approaches, future research can contribute to the development of more effective legal policies and strengthen the protection of pilgrims as users of umrah pilgrimage services.

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