

NORMATIVE STUDY ON THE HARMONIZATION OF STANDARDS IN INTERNATIONAL CIVIL AGREEMENTS ON THE INTEGRATION OF HALAL CERTIFICATION AND BUSINESS CONTRACTS IN THE INDONESIAN HALAL HUB SYSTEM

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Article Info

Article History

Received: 2025-05-05

Revised: 2025-05-06

Published: 2025-06-06

Keywords:

Harmonization of
Halal Standards,
International Civil
Contracts, Halal Hub
Indonesia

Abstract

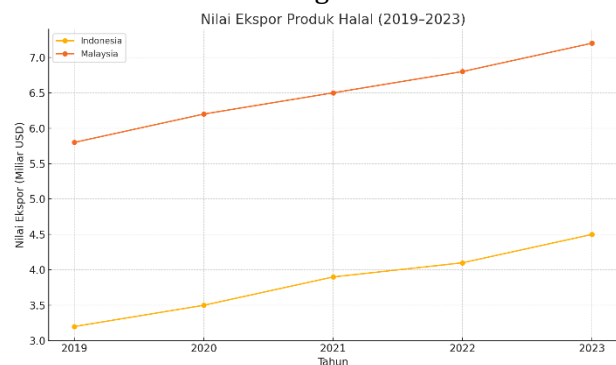
The dominance of the global halal narrative is no longer solely determined by religious credibility, but also by legal certainty and international legal standards. Amidst the booming global halal industry, valued at trillions of dollars, Indonesia remains mired in recognition ambiguity and fragmented standards. The country with the world's largest Muslim population should not only be a market, but a pioneer and determinant in the international halal system. Ironically, Indonesia's halal certification issued by the BPJPH (Indonesian Halal Product Regulatory Agency) is still not fully recognized by many strategic trading partners. When cross-border business contracts include halal assurance as an essential clause, the lack of harmonization of standards between countries opens the door to disputes, breaches of contract, and even immeasurable reputational and economic losses.

This research uses a normative juridical approach supported by the theory of contractual obligations and the theory of international legal harmonization to systematically examine how the integration of halal standards can be implemented in cross-border business contracts, as well as the forms of civil legal liability in the event of default due to non-compliance with halal standards. The main findings indicate that without a mutual recognition mechanism explicitly outlined in a contractual clause, the halal guarantees included in the agreement will be merely empty promises lacking legal enforcement. The Indonesian Halal Hub will never become a strategic reality if the government continues to play it safe and passive in global harmonization forums. Instead, aggressive political-legal measures are needed, starting from strengthening bilateral agreements, constructing robust contractual clauses, and international advocacy towards the birth of a multilateral treaty on the unification of binding halal standards. Without this, Indonesia will simply be a rubber stamp, not an architect of the global halal system.

I. INTRODUCTION

The globalization of the world trade system has driven the need for a legal system that adapts to the dynamics of cross-border transactions. One sector experiencing rapid growth is the halal industry, which is no longer positioned solely as a religious domain but also as a strategic global economic instrument. In this context, the Halal Hub concept emerged as a major idea oriented towards unifying the international halal supply chain through an integrated halal distribution and certification center. Indonesia, as the country with the largest Muslim population in the world, has enormous potential to become a global Halal Hub. However, for this position to be truly realized,

adequate legal infrastructure is needed, particularly in strengthening cross-border halal business contracts through civil law mechanisms.



The Indonesian civil law system, based on the Burgerlijk Wetboek (BW), or Civil Code,

provides a general foundation for civil relations, including sales and purchase agreements, obligations, breach of contract, and compensation. The principle of freedom of contract, as outlined in Article 1338 of the Civil Code, is at the heart of every business contract. In practice, this principle allows parties to freely formulate the contents of the agreement, including including a halal clause as part of the valid object of the contract. However, this freedom is not unlimited. The parties must still comply with the requirements for a valid agreement, namely the existence of an agreement, capacity, a specific object, and a lawful cause (Article 1320 of the Civil Code). In the context of cross-border halal transactions, these four elements are often tested by the complexity of halal standards that vary from one country to another.

For example, Indonesian halal standards, as stipulated in Law Number 33 of 2014 concerning Halal Product Assurance (UU JPH), require all products circulating in the Indonesian market to have a halal certificate issued by the Halal Product Assurance Organizing Agency (BPJPH), through an inspection mechanism by the Halal Inspection Agency (LPH) and a fatwa by the Indonesian Ulema Council (MUI). However, in Malaysia, halal authority is held by the Malaysian Islamic Development Agency (JAKIM) using the MS 1500:2009 standard, while in the Gulf Cooperation Council (GCC) countries, the GSO 2055-1:2015 standard is applied, which emphasizes technical criteria and sharia-compliant slaughtering methods. These differences present challenges in harmonization, particularly when Indonesian halal products are intended for export, or conversely, when Indonesia imports halal products from other countries (Lestari, 2021). This disharmony in standards goes beyond administrative differences to directly impact contractual legal certainty and the risk of default in cross-border civil transactions.

In international halal business contract practices, the integration of halal standards is crucial. For example, Indonesian businesses exporting halal-certified food to the United Arab Emirates must ensure that the Indonesian halal certificate is recognized by the halal authority in the destination country. Otherwise, the product may be rejected, and the contract declared a breach of contract. This has occurred in several cases, including the rejection of Australian halal meat in Saudi Arabia for not meeting GAC (Gulf Accreditation Center) criteria. Such issues not

only result in financial losses but also trigger complex international legal disputes, given the lack of global agreement on binding halal standards (Rodyanto, 2024).

In civil law, breach of contract can occur in various forms, including failure to fulfill agreed performance, delays in performance, and performance that does not meet specifications. If the halal clause is an essential term of the contract, failure to meet halal standards can be considered a serious breach of contract. Furthermore, in the international trade system, halal provisions are often integrated into letters of credit (L/C) as a payment requirement. Therefore, the validity of the halal certificate and its recognition are an integral part of the contractual guarantee itself.

Within ASEAN, Indonesia and Malaysia signed a Memorandum of Cooperation (MoC) on mutual recognition of halal certificates in 2023, marking a significant milestone in the harmonization of halal standards across the region. This collaboration allows Indonesian businesses to use halal certificates from BPJPH for exports to Malaysia without having to undergo re-certification by JAKIM. However, outside Malaysia, the harmonization process remains suboptimal. The GCC, for example, still requires accreditation through specialized bodies, while the OIC, through the Standards and Metrology Institute for Islamic Countries (SMIIC), has only issued general standards that are not yet binding on all its members (Hasan, 2022). Therefore, Indonesian businesses need to understand this complexity and ensure that their business contracts reflect clarity and understanding of mutually recognized halal standards.

The disharmony of halal certification standards also impacts other legal instruments, such as civil liability for consumer losses. Article 1365 of the Civil Code states that any unlawful act that causes harm to another person requires the perpetrator to compensate for that loss. If a product claimed to be halal turns out to not comply with the halal standards of the destination country, then in addition to breach of contract, the business actor can also be sued for unlawful acts. This poses a significant challenge for Halal Hub Indonesia in building international trust, as the halal label concerns not only ethical and religious aspects, but also legal and economic ones.

Within the framework of developing the Indonesian Halal Hub, fundamental questions arise: how can civil law accommodate the integration of halal certification into international

business contracts involving foreign parties? And how can harmonization of halal standards between countries be effectively implemented in civil contract clauses to avoid legal disputes arising from differences in the recognition of halal certificates? These questions will be the primary focus of this paper, with a normative approach that examines the provisions of national positive law and international contractual instruments.

Differences in halal standards across countries not only pose technical challenges but also affect the enforceability of civil law clauses in cross-border business contracts. To understand this complexity, we present a comparison of the four main international halal certification authorities: BPJPH (Indonesia), JAKIM (Malaysia), GAC (Gulf Cooperation Council), and SMIIC-OIC.

Aspect	BPJPH (Indonesia)	JAKIM (Malaysia)	GAC (Gulf Countries)	SMIIC-OIC
Certification Authority	BPJPH + LPH + MUI Fatwa	JAKIM (federal government)	GAC & local accreditation bodies	SMIIC-OIC
Legal basis	UU no. 33/2014, PP no. 39/2021	MS 1500:2009	GSO 2055-1:2015	SMIIC 1:2019
Product Scope	Mandatory for all products	Food, cosmetics, pharmaceuticals	Food, cosmetics	Global (voluntary)
Slaughter Method	In accordance with the MUI fatwa	Manual (hand slaughter) is mandatory	Manual & mechanical according to sharia	Referring to general sharia principles
International Recognition	Limited, not yet comprehensive	Widely recognized by many countries	Very selective & strict	Not yet binding on all OIC member countries
Recertification	Mandatory if exporting to countries without MoU	Not mandatory in ASEAN (due to MoU/MRA)	Re-accreditation from local institutions is mandatory.	Voluntary (not mandatory)

Table 1. Comparison of International Halal Certification Standards

The table above shows that there is not yet a single, universally binding global halal standard. Therefore, the success of the Indonesian Halal Hub depends heavily on the ability to build legal bridges in the form of mutual recognition agreements and civil law recognition of each country's certification authorities.

Based on the description above, the problem formulation in this research is:

1. How can the harmonization of halal standards between countries be effectively integrated into international business contracts from an Indonesian civil law perspective?
2. What form of civil legal liability is there if there is a breach of contract due to non-compliance with halal standards in cross-border transactions?

II. RESEARCH METHODS

This research uses a normative-juridical method, an approach that examines laws and regulations, legal principles, and scientific doctrines relevant to the problem under study. The main focus of this approach is on analyzing the legal norms governing international civil agreements, halal certification systems, and mechanisms for harmonizing halal standards in cross-border contractual relations. This normative method is also complemented by a comparative legal approach to the halal certification systems of other countries such as Malaysia, the Gulf Cooperation Council (GCC) countries, and OIC/SMIIC standards as part of an effort to identify gaps and opportunities for cross-jurisdictional harmonization. The legal materials used consist of primary legal materials (laws, government regulations, bilateral agreements), secondary legal materials (academic literature, legal journals, scientific articles), and tertiary legal materials (legal dictionaries, legal encyclopedias, and official documents of halal institutions).

The legal material collection technique was conducted through library research by searching for relevant literature through national and international legal journal databases, the official websites of BPJPH, JAKIM, SMIIC-OIC, WTO, and halal certification institutions. The data and information were then analyzed systematically using a deductive approach, namely from general legal principles to their concrete application in the practice of cross-border halal agreements. The data analysis technique used a legal interpretation method that includes grammatical, systematic, and teleological interpretations of legal norms related to halal clauses in international contracts and the principle of civil law liability in the event of default. This study does not use empirical data because it relies on a normative analysis of the problems of harmonizing halal standards and the formulation of theoretical and conceptual legal solutions.

III. RESULTS AND DISCUSSION

A. Harmonization of Halal Standards in International Civil Agreements: A Review of Legal Theory and Contractual Practice

1. Theoretical Framework of the Theory of Engagement and Legal Harmonization

In civil law, the relationship between parties in a cross-border transaction—whether the sale or purchase of goods, logistics services, or

franchises—is framed in the concept of an agreement (*verbinten*). An agreement is a legal relationship that gives rise to rights and obligations between two or more parties, where one party is obligated to provide something, do something, or not do something, and the other party has the right to demand the fulfillment of that obligation. According to Subekti, an agreement can arise from an agreement and from a law, and the main point is that the agreement is binding like a law for the parties who make it (Subekti, 2004).

In the context of private international law, cross-border contractual relations face additional challenges: differences in legal systems, technical standards, and business practices. To bridge these disparities, a process of legal harmonization is necessary. According to Gunther Teubner, international legal harmonization is an effort to align legal norms from different jurisdictions through a process of recognition, adaptation, or even adoption of general principles of transnational law into their respective national legal systems. In other words, harmonization does not necessarily mean legal unification, but rather building legal bridges so that transnational legal relations can be implemented fairly, effectively, and enforceably.

When applied to the context of halal certification, legal harmonization refers to how one country's halal standards are accepted and recognized by another country in cross-border transactions. This is crucial to ensure the enforceability of contractual clauses relating to halal assurance. Without mutual recognition, the halal certification that underlies contractual obligations may be deemed invalid or insufficient by one party.

2. Halal Certification as an Object and Clause in International Civil Agreements

In Indonesian civil law, as stipulated in Articles 1320 and 1338 of the Civil Code, an agreement is declared valid if it meets the following requirements: (1) an agreement, (2) the capacity of the parties, (3) a specific object, and (4) a lawful cause. Clauses regarding halal certification, in many international business contracts, are part of the object of the agreement. For example, in a contract for the export of halal food from Indonesia to the United Arab Emirates, it is stated that the goods sent must have an internationally valid halal certificate recognized by the authorities of the purchasing country. This certificate serves as a guarantee of the quality and

halal status of the product, and failure to provide it can be qualified as a breach of contract.

However, problems often arise due to the lack of cross-border recognition of halal certificates. For example, a valid BPJPH halal certificate in Indonesia may not be recognized by halal authorities in export destination countries such as Saudi Arabia or Qatar, unless a Mutual Recognition Agreement (MRA) is in place. In practice, this can lead to rejection of exported products, distribution delays, and breach of contract lawsuits from international buyers.

Furthermore, some export destinations, such as the UAE and the GCC, require halal certification from certification bodies accredited by their authorities. The GCC Accreditation Center (GAC), for example, only recognizes certification bodies on its official list. If Indonesian businesses use a halal certification body not recognized by the GAC, contracts stating that the product is "halal certified" may be legally invalid.

Therefore, integrating halal certification into cross-border civil contracts cannot be done haphazardly. It must be based on mutual recognition between the halal authorities of the countries concerned. Otherwise, the halal clause in the contract will lack legal certainty and potentially become a source of disputes.

3. Indonesia's Position in the Global Halal System Between National Norms and International Agreements

Indonesia has established a national halal product assurance system through Law No. 33 of 2014 concerning Halal Product Assurance, with the Halal Product Assurance Agency (BPJPH) as the official authority issuing halal certificates. Government Regulation No. 39 of 2021 even requires all food and beverage products to be halal certified in stages by 2024, with administrative and criminal sanctions for businesses that violate this provision.

However, halal certification in Indonesia is not automatically internationally recognized. Countries like Malaysia have their own institution, JAKIM, with the MS 1500:2009 standard, while the GCC region applies the GSO 2055:2015 standard. Globally, the OIC/SMIIC 1:2019 standard seeks to serve as a shared reference, but its implementation remains voluntary.

Indonesia's position as a Halal Hub for international halal logistics, production, and certification will be difficult to achieve if Indonesian halal standards are not recognized internationally. Therefore, the BPJPH needs to continue expanding its network of bilateral and

multilateral agreements, including the MoC with JAKIM Malaysia in 2023, which is a successful example of ASEAN halal standards harmonization. In the long term, this harmonization must be transformed into trade contract clauses so that they can be enforced in civil court in the event of disputes.

4. Halal Clause as an Essential Term and the Risk of Default

In contract theory, there is a distinction between essential and non-essential terms. Halal clauses are often included in the essential terms section, particularly when the contract relates to food, beverage, cosmetic, or pharmaceutical products intended for Muslim consumers. Therefore, if a business actor fails to provide products that meet the agreed-upon halal standards, this can be categorized as a gross breach of contract.

According to Retnowulan Sutantio, breach of contract can occur in four forms, namely (1) not fulfilling the performance at all, (2) fulfilling but not on time, (3) fulfilling but not according to the contents of the agreement, and (4) violating negative provisions (doing something prohibited in the contract). In cases of violation of the halal clause, the third and fourth forms are usually the most common. For example, goods are sent on time, but do not meet the halal standards of the buyer's country, or goods are sent with a halal logo that turns out to be invalid (misleading halal).

From an international civil law perspective, this can give rise to a claim for damages under Article 1243 of the Civil Code, which states that if a debtor fails to fulfill its obligations and has been given a warning (*sommatie*), it must compensate for any losses incurred. In international transactions, these losses can be significant: products rejected at the port of destination, return costs, lost market opportunities, and damage to a business's reputation.

Even in international letters of credit, a halal clause is often an absolute requirement. Failure to do so will result in the bank's inability to process payment. In other words, halal certification not only has Islamic significance but also high legal and commercial enforceability in the international civil system.

B. Forms of Civil Legal Liability for Default Due to Non-Compliance or Violation of Halal Standards in International Transactions

1. Civil Liability Paradigm in International Contracts

In Indonesian civil law, legal liability for an act or omission that harms another party can arise from two main sources: breach of contract and unlawful acts. Breach of contract is regulated in Article 1243 of the Civil Code, while unlawful acts are explained in Article 1365 of the Civil Code. In the context of transnational legal relations, particularly those concerning halal business contracts, this liability mechanism is crucial to provide a basis for lawsuits if one party fails to fulfill its agreed-upon halal obligations.

Forms of civil liability in cross-border halal contracts can be: (1) enforced performance (execution in kind), (2) rescission, (3) payment of compensation, and/or (4) previously agreed fines (liquidated damages). This doctrine is emphasized by Scholten who states that civil liability aims to restore the creditor's position to the situation it would have been in if the debtor had properly fulfilled its performance¹¹. In international practice, these forms of liability are also regulated in the UNIDROIT Principles of International Commercial Contracts (PICC), which are often used as a reference in drafting international contracts, although Indonesia has not officially ratified them.

Legal liability arises when there is a valid legal relationship, a breach of the terms of the agreement, actual loss suffered by the other party, and a causal relationship between the breach and the loss. In the context of halal products, if an exporter states in its contract that the product being sold is halal certified and the certificate turns out to be invalid, counterfeit, or not recognized by the importing country, the buyer can file a breach of contract lawsuit and demand civil damages.

2. Breach of Contract in Halal Contracts: Between Clause Breach and Standard Non-Conformity

Breach of contract in cross-border halal transactions generally stems from two factors: first, a violation of the halal clause agreed upon in the contract; and second, a mismatch in halal standards between the country of origin and the country of destination that was not anticipated in the contract. In the first case, civil liability is clear because the debtor has failed to fulfill an obligation explicitly stated in the contract. For example, if an Indonesian exporter claims that all its products are halal certified by the BPJPH recognized in the UAE, but it turns out that these are not registered with the Emirates Authority for Standardization and Metrology (ESMA), the exporter is considered to have committed a

breach of contract, resulting in losses for the importer.

In the second case, standard inconsistencies can arise due to the lack of a mutual recognition agreement between the halal institutions of the two countries. For example, a halal certificate from Indonesia may not be directly recognized in Saudi Arabia or the European Union if it is not on the accreditation list. If the contractual clause does not specifically state that the halal certificate used must meet the halal standards of the destination country, this can create legal loopholes that open up room for disputed interpretation.

Based on the theory of contract interpretation, if there is ambiguity, the court will interpret the clause based on the intention of the parties and customary trade practices. In this case, the theory of trust (*Vertrouwensleer*) becomes important: a party that reasonably relies on a halal guarantee provided by its trading partner can sue for breach of that trust.¹² This means that even if a contract clause does not specify the halal standards of the destination country, a business actor can still be held liable if it fails to disclose that its halal certificate will not be valid in the buyer's jurisdiction.

3. Legal Consequences: Compensation, Cancellation, and Reputation Restoration

If a breach of contract occurs due to a violation or non-compliance with halal standards, the injured party has the right to demand various forms of compensation. First, a claim for compensation, which includes material losses (e.g., production costs, shipping, customs duties, and product recall costs) and immaterial losses (damage to reputation, loss of trading partners, etc.). Under Indonesian civil law, this is regulated in Article 1246 of the Civil Code, which states that compensation can consist of costs, losses, and interest.

Second, unilateral contract cancellation by the innocent party can be carried out if the breach is serious (fundamental breach). A cancellation clause is usually included in the agreement, stating that a violation of the halal provisions constitutes a material breach, giving the other party the right to terminate the contract unilaterally without compensation.

Third, in international transactions, reputation restoration is a crucial part of legal remediation. Often, the injured party demands that the offending partner issue an official statement (retraction), remove the product from the market (product recall), and cover the full

costs of a renewed consumer education campaign. This is not explicitly regulated in the Civil Code, but in international trade practice, reputation restoration is often included among non-financial remedies.

A concrete example occurred in a 2023 dispute between an Indonesian halal food exporter and a distributor in Qatar, where food products certified by BPJPH (Indonesian Halal Food Supervisory Agency) were rejected for not being registered with the GAC. The Qatari distributor sued the Indonesian exporter for breach of contract, and the SIAC arbitration award found the exporter liable for \$220,000 in product recall costs and \$50,000 in reputational damages. This demonstrates that non-compliance with halal standards can lead to substantial legal consequences.

4. Prevention Strategy and Construction of Halal Contract Clauses

To mitigate legal risks, business owners and their legal advisors need to carefully draft contract clauses that address halal aspects. Some items that can be included include:

1. Halal certification clause, which states that all products must meet the halal standards applicable in the importing country, and names a certification body recognized by both parties.
2. Mutual recognition clause, which lists certification bodies that are explicitly accepted by each party and recognized bilaterally.
3. Liability and indemnity clause, which stipulates that if a halal violation occurs that causes losses to the buyer, the seller will be fully responsible for all costs incurred.
4. An arbitration clause, which stipulates that any dispute will be resolved through an international arbitration institution, such as the SIAC or the ICC, to avoid differences in the jurisdiction of national courts.

According to Badruzaman, a good agreement is not one that is long and complicated, but one that realistically anticipates risks and regulates proportionate sanctions for any potential violations.¹³ In this regard, the drafting of halal clauses in international contracts must adhere to the principles of legal certainty, balance of interests (contractual equity), and compliance with Islamic sharia norms.

5. Support for International Agreements and the Need for Standard Unification

The lack of a binding international legal instrument regarding halal certification remains an unresolved structural obstacle. To date, bilateral agreements such as the Indonesia-Malaysia MoC or the collaboration between BPJPH and the Emirates Authority have been pragmatic solutions for mutual recognition. However, in the long term, a unified international halal standard is needed that can serve as a common reference in all cross-border halal business contracts.

Efforts in this direction are being pioneered by the OIC and SMIIC through the development of the OIC/SMIIC 1:2019 standard. Unfortunately, adoption of this standard is not yet mandatory and still depends on the political and economic willingness of each OIC member state. However, according to the theory of international legal harmonization, standard unification is a crucial tool for avoiding legal disparities that can lead to recurring disputes in interstate contracts.

Therefore, Indonesia, as a potential global Halal Hub, must actively promote the creation of a multilateral treaty or OIC convention on mutually binding recognition of halal certification, similar to the 1980 Vienna Convention (CISG) for the sale and purchase of goods. Only in this way can legal clarity regarding halal clauses in international civil contracts be achieved comprehensively and sustainably.

IV. CONCLUSIONS AND RECOMMENDATIONS

Indonesia cannot continue to operate on the fringes of the global halal industry if it remains trapped in a fragmented and exclusive legal system. As the world's most populous Muslim country, Indonesia lags behind in international recognition of its halal certification. Yet, from a contractual theory perspective, every halal promise contained in a business contract is a promise that gives rise to valid and binding legal consequences. *Pacta sunt servanda* is not a dead slogan, but rather the heart of trust in commercial transactions. When our legal system fails to ensure that halal promises in contracts are recognized and enforceable in foreign jurisdictions, it damages not only trade relations but also the nation's reputation. This is why the Indonesian Halal Hub is not merely a logistics or sharia economic project, but a legal geopolitical strategy that must be supported by the integration of norms and cross-border recognition through the unification of halal standards internalized within the civil legal system.

Furthermore, the theory of legal harmonization emphasizes that differences in systems should not be maintained as a barrier to narrow legal nationalism, but rather bridged toward common standards that mutually benefit all parties. Therefore, Indonesia's delay in ratifying the mutual recognition system with halal partner countries is not merely a manifestation of bureaucratic weakness, but a betrayal of the principles of contractual justice and the transnationalism of contract law. It is time for the government, through the BPJPH (Indonesian Halal Product Regulatory Agency) and relevant ministries, to develop a serious, global-scale grand design: making Indonesian halal certification the new *lex mercatoria* in the world of international halal trade. Without it, halal contracts entered into by Indonesian businesses will continue to be plagued by uncertainty, disputes, and the dominance of foreign standards. Indonesia is not content to simply be a producer of halal products; it must also become a global determinant of halal law, and the Halal Hub is a strategic instrument to achieve this position, both in the marketplace and in cross-border civil contracts.

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