

## PERCEPTION OF THE COSTUMERS ACROSS DISTRICT REGARDING DELAYS IN GOODS BY DELIVERY SERVICES

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### Abstrak:

This research analysis the high public need for goods delivery services, which has become a business opportunity for expedition business players. This can be seen from the large number of companies expanding their wings in the field of goods delivery. In Indonesia itself, the goods delivery service industry is a business prospect whose economic growth rate is growing rapidly from year to year. Not only private companies, but state- owned companies are also taking part in improving themselves and implementing a number of conveniences in goods delivery services. This research aims to, first, find out the perception of the people of Samarinda Across District regarding delays in goods by delivery services. Second, understand the review of Law Number 8 of 1999 Article 4 regarding delays in goods by delivery services. This research is field research using qualitative descriptive methods. With an empirical normative research approach. As for data collection techniques using observation, interviews and documentation methods, the research location is the community of Samarinda Seberang subdistrict. The subject of the research is the Samarinda Seberang District Community, and the object of this research is goods delivery services. The results of the research show that the people of Samarinda Seberang Subdistrict commented on the goods delivery expedition service which, when sending the goods they ordered, sometimes did not meet the specified time. The people of Samarinda Seberang Subdistrict felt disappointed by the delay in goods which did not meet the specified time. However, the people of Samarinda Seberang District do not receive compensation or compensation from the goods delivery services they use. The people of Samarinda Seberang District should have the rights as intended in Law Number 8 of 1999 Article 4, and business actors are also responsible for providing compensation as stated in referred to in Law Number 8 of 1999 Article 19.

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**Keywords:** goods services, sharia economics, society

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### A. INTRODUCTION

The development of the business world today is increasing in proportion to the increasing demand of the Indonesian people for products to meet needs. The high need of the community for freight forwarding services has become a separate business opportunity for expedition business people. This can be seen from the large number of companies that spread their wings in the field of shipping goods.<sup>1</sup>

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<sup>1</sup> Sri Wahyunti, "PERSEPSI MASYARAKAT TERHADAP JASA PENGIRIMAN PAKET PT. POS

In Indonesia itself, the freight forwarding service industry is a business prospect whose economic growth rate is growing rapidly from year to year. Not only private companies, but state-owned companies also participate in improving themselves and implementing a number of conveniences in freight forwarding services. The existence of freight forwarding services is widely used by online businesses in penetrating markets in various regions, even remote areas. This condition makes the increasingly widespread online commerce (ecommerce) sites and the high transactions that occur, making the freight forwarding business opportunity much brighter over the past few years. In Islam, the delivery of goods or the deposit of goods is also called *AlWadi'ah*. Specifically, the researcher wants to explain the understanding of *AlWadi'ah* globally. *Al-Wadi'ah* can be interpreted as a pure entrustment from one 2 party to another, both individuals and legal entities, which must be maintained and returned whenever the depositor wishes.<sup>2</sup>

In its implementation, *Wadi'ah* consists of two types, namely: a. *Wadi'ah Yad Al-Amanah* is a contract to store goods / money where the party receiving the entrustment is not allowed to use the goods / money deposited and is not responsible for damage or loss of entrusted goods that are not caused by the actions or negligence of the recipient of the entrustment. b. *Wadi'ah Yad adh- Dhamanah* is a goods/money custody agreement whereby the entrusted party with or without the permission of the owner of the goods/money can utilize the goods/money entrustment and must be responsible for loss or damage to the goods/money deposited. All benefits and benefits obtained in the use of the goods/money become the right of the entrusted recipient.

In general and fundamentally, the relationship between producers (companies producing goods or services) and consumers (end users of goods and or services for themselves or their families) is a continuous or continuous relationship. This relationship occurs because both of them really want each other and have a fairly high level of dependence between one another. Producers are in dire need and rely heavily on consumer support as customers. Without consumer support, it is impossible for producers to be guaranteed business continuity. Products and services used to meet the needs of human life are increasingly sophisticated, resulting in gaps in the truth of information and consumer responsiveness. With this weak consumer position, producers or business actors will easily market every good and or service without paying attention to consumer rights. To improve the dignity and dignity of consumers, it is necessary to increase consumer awareness, knowledge, care, ability, and independence to protect themselves and foster the attitude of responsible business actors. The obligation to ensure the safety of a product so as not to cause harm to consumers is imposed on business actors

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CABANG BIMA," *Jurnal IAIN Bima*, 2020.

<sup>2</sup> Silvi Alvionita Andarini, "FAKTOR - FAKTOR PELAYANAN YANG DIPERTIMBANGKAN PELANGGAN DALAM MEMILIH JASA PENGIRIMAN BARANG PADA JNE CABANG MALANG," *Jurnal Ilmiah Mahasiswa FEB*, 2016.

and producers, because business actors and producers know the composition and issues related to the safety of a particular product.<sup>3</sup>

In Law Number 8 of 1999 concerning Consumer Protection Article 4 explains that one of the rights of consumers is the 5th right to comfort, security, and safety in consuming goods or services. 6 Researchers have experienced losses about freight forwarding services where at that time researchers had ordered a pair of sports shoes at one of the sports online shops which at that time had made transactions between researchers and the online shop admin, in our conversation, researchers as consumers ordered a pair of sports shoes and researchers asked for delivery services through freight forwarding services, And the online shop provides a benchmark period of time within three days the researcher's goods will arrive, but the goods that the researcher ordered came not in accordance with the predetermined time even the researcher's goods came within a period of 5 days. So what is interesting in this discussion is about the property rights of an ordered item ordered by consumers to freight forwarding services that are late delivering consumer ordered goods. Therefore, researchers tried to see the community's response to freight forwarding services that came not on time in Samarinda Seberang District. Based on this background, researchers conducted a study entitled "Community Perception of Samarinda Seberang District on Delays in Goods by Shipping Services (Study Law Number 8 of 1999 Article 4)".

## B. RESEARCH METHODOLOGY

This type of research is this journal focuses on discussion by comprehensively compiling all the data obtained into a research result based on qualitative methods<sup>4</sup> by collecting data through interview manuscripts, personal documentation, and other official documents to describe,<sup>5</sup> "Community Perception of Samarinda Seberang District on Delays in Goods by Shipping Services (Study Law Number 8 of 1999 Article 4)". Using empirical normative research type and location in this study was conducted in Samarinda Seberang District. The time in this study is 1 year and 4 months starting from July 2022 - November 2023. In this study, researchers used 2 data sources, namely primary data sources and secondary data sources. After that, collecting data using field research methodology, namely research carried out by actively engaging directly into the field (Observation, Interviews, and Documentation).<sup>6</sup> The stages of data analysis used are as follows: Data Collection, Data Reduction, Data Display, and Data Conclousions

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<sup>3</sup> Raihanna Azhar, Ryas Zulvan, "Analisis Respons Masyarakat Terkait Kelalaian Yang Terjadi Saat Menggunakan Jasa Ekspedisi," *Jurnal Ilmiah Mahasiswa Komunikasi Universitas Mataram* 4, no. 1 (2023).

<sup>4</sup> Zainuddin Ali, *Metode Penelitian Hukum* (Sinar Grafika, 2021).p.5.

<sup>5</sup> Ahmad Rijali, "ANALISIS DATA KUALITATIF," *Alhadharah: Jurnal Ilmu Dakwah* 17, no. 33 (2018): 81-95, <https://doi.org/10.18592/alhadharah.v17i33.2374>.

<sup>6</sup> Sesi Ke, "METODE PENELITIAN HUKUM," 2016.

Drawing/Verifying

## C. DISCUSSION

### a. Theory of Expedition

Expedition is the activity of sending or transporting goods from one place to another, usually carried out by a shipping or logistics company.<sup>7</sup> Expedition aims to move goods, both large and small, through various modes of transportation, such as land, sea, or air. There are various types of expeditions used for shipping goods, depending on the mode of transportation and the destination of the shipment. Here are some types of expeditions that are commonly used:<sup>8</sup>

#### a. Land Expedition

Shipping goods using land transportation such as trucks, cars, or trains. This type is suitable for shipping between cities or between provinces on one island.

#### b. Sea Expedition

Shipping goods using ships or ferries, usually for shipping between islands or between countries. This expedition is suitable for large quantities of goods at a lower cost.

#### c. Air Expedition

Shipping goods using airplanes. Air expeditions offer faster delivery times, but are usually more expensive than land or sea expeditions.

#### d. Cargo Expedition

A type of expedition that focuses on sending large or heavy goods, either by land, sea, or air. Usually used by large companies for product distribution.

#### e. Courier Expedition

Sending goods or documents in small or light quantities, usually in a fast time. Some popular courier companies are JNE, TIKI, POS Indonesia, and others.

#### f. International Expedition

Shipping goods between countries, which can use sea or air transportation. This service includes exporting and importing goods via international routes, and

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<sup>7</sup> Departemen Pendidikan Nasional, *Kamus Besar Bahasa Indonesia* (Jakarta: PT. Gramedia Pustaka Utama, 2008).

<sup>8</sup> "Pengertian Ekspedisi Dan Berbagai Penjelasannya | Ekspedisi Cargonesia," accessed August 31, 2024, <https://cargonesia.co.id/pengertian-ekspedisi-dan-berbagai-penjelasannya/>.

usually involves a customs process.

g. Same Day Delivery Expedition

A type of delivery that ensures goods arrive on the same day. This service is widely used for fast delivery of goods such as in big cities.

h. Door to Door Expedition

Expedition service where goods are picked up from the sender's location and delivered directly to the recipient's address. This provides convenience for customers without having to go to the shipping office.

Shipping conditions usually vary depending on the shipping service provider, the type of goods being shipped, and the shipping destination. However, here are the general conditions that are often applied in shipping goods:

a. Type of Goods

Goods that can be shipped: Generally non-hazardous goods such as clothing, food, electronic equipment, and documents.

Prohibited Goods: Each expedition has a list of goods that are prohibited from being shipped, such as explosives, firearms, hazardous materials (B3), narcotics, illegal goods, explosive goods, and goods prohibited by law.

b. Packaging of Goods

Packaging must be safe and in accordance with the type of goods being shipped. Fragile or easily damaged goods must be wrapped properly using protective materials such as bubble wrap, styrofoam, or wooden boxes. Inadequate packaging can cause damage, and the expedition is usually not responsible for damage caused by poor packaging.

c. Weight and Dimensions

Shipping rates are usually calculated based on the weight or dimensions of the goods (volumetric). If the goods are light but large, the cost can be calculated based on the volume (for example, for large and light goods such as pillows or large cardboard boxes). The minimum shipping weight is usually 1 kilogram.

d. Address and Recipient Information

The destination address must be clear and complete, including the recipient's name, telephone number, and postal code to minimize the risk of misdelivery. The recipient's telephone number is required to contact when the item arrives or if there is a

problem with the delivery.

e. Delivery Time

Delivery time varies depending on the type of service selected, for example: Same Day Delivery: Items are sent on the same day. Next Day Delivery: Items arrive the next day. Regular: Shipping takes several days (2-7 days) depending on the distance. Expeditions usually provide an estimated delivery time, but there may be delays due to weather, traffic conditions, or customs processes (for international shipments).

f. Payment and Shipping Rates

Shipping rates are usually calculated based on the weight of the item, shipping distance, and the type of service selected. Payment is made before shipping, or in some cases, it can be done with a Cash on Delivery (COD) system where the recipient pays for the item when the item arrives.

**b. Profile of Samarinda Seberang City**

This research was located in the Samarinda Seberang District area. Samarinda Seberang District is one of the sub-districts in Samarinda City, East Kalimantan Province, Indonesia. This sub-district is the smallest sub-district in Samarinda, but has the highest density. The original name of Samarinda Seberang in the past was known as Mangkupalas, the capital of Kutai Sultanate. This sub-district is located at the western end of the geographical position of Samarinda City.<sup>1</sup> The geographical location of Samarinda Seberang is located in the southwest of Samarinda City. The contour of this region starts from the lowlands on the banks of the river to protrude into hilly land – hills.

The boundaries of Samarinda Seberang District are as follows: 1. Northern Part: Mahakam River (Opposite Kunjang River and Samarinda Ulu Districts) 2. Eastern Part : Palaran District and Mahakam River (Opposite Samarinda Ilir District) 3. Southern Part: Loa Janan Ilir District and Kutai Kartanegara Regency. 4. West : Mahakam River (Opposite Kunjang River District).<sup>9</sup>

With an area of 947.54 Ha, the population development of Samarinda Seberang sub-district increased in 2015 to reach 64,262 people. The development of population

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<sup>9</sup> BMKG Samarinda, *Buletin Cuaca Dan Iklim* (Samarinda: BMKG Samarinda, 2024).

according to sex shows that in this sub-district the male population is more than the female population. Samarinda Seberang District is one of the most populous sub-districts in Samarinda City. Every 1 km<sup>2</sup> of land is inhabited by about 4,000 (four thousand) inhabitants. Population development in Samarinda Seberang from 2015 to 2022 has always changed.<sup>10</sup>

### c. Analysis of Customers' Perception

#### 1. Community Perception of Samarinda Seberang District on Delay of Goods by Delivery Services

Consumers are individuals who consume, individuals who buy, use and maintain products of goods and services.

1. Consumers who use goods and/or services for commercial purposes.
2. Consumers who use goods and / or services for individual / family / non-commercial needs (ultimate consumer, ultimate buyer, end user, final consumer, consumer of the consumer market).

Legal protection is the protection of dignity and dignity, as well as recognition of human rights possessed by legal subjects. In Law Number 8 of 1999 concerning consumer protection explains the rights of consumers which are contained in article 4 where the points in this article should be taken seriously by business actors. In the case of buying and selling either directly or online, of course, there is an engagement between the seller and the buyer where this in a sale and purchase transaction must have a benefit for the seller and buyer hereinafter referred to as consumers. Likewise transactions between shipping services, sellers and consumers. Therefore, this relates to the principle of good faith where both parties carry out an agreement with trust and desire to have good faith according to the basis, someone performs a legal act this is related to making an agreement.<sup>11</sup>

But in its implementation, freight forwarding services have many risks and can harm consumers such as in the case of delays in the arrival of goods such as wrong delivery, delivery of goods that are wrong destination can occur, this is caused by several things including places that tend to be difficult to reach, In addition, lost or unregistered phone numbers can also be the cause of other problems. At the time of the process of shipping goods between consumers and the freight forwarding service company there is a contract. However, if there is a delay, it means that one of the parties, namely the freight forwarder, does not fulfill its

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<sup>10</sup> I. D. N. Times and Sri Wibisono, "Pengembangan Ekonomi Kreatif bagi Masyarakat di Samarinda," IDN Times Kaltim, accessed July 30, 2024, <https://kaltim.idntimes.com/news/kaltim/sri-wibisono/pengembangan-ekonomi-kreatif-bagi-masyarakat-di-samarinda>.

<sup>11</sup> Mundhori Mundhori, "Tinjauan Hukum Islam dan Undang Undang Perlindungan Konsumen (UUPK) terhadap Jual Beli Barang Berformalin," *Jurnal Hukum Ekonomi Syariah* 6, no. 01 (June 30, 2022): 77-95, <https://doi.org/10.26618/j-hes.v6i01.7717>.

obligations (default). So in this case the author concludes that the responsibility of entrepreneurs to consumers of shipping goods that experience damage is carried out by providing compensation according to the classification of damage in the form of loss of goods, damage to goods but legal protection for consumers in freight forwarding services in the event of delay cannot be compensated for goods that have no damage or lost goods because they only cause immaterial losses. The delivery service only compensates consumers who are felt to be able to harm consumers. Such as the case with damage to goods and loss of goods in the shipping process due to negligence from the freight forwarding service provider.

## **2. Review of Law Number 8 of 1999 Article 4 on Delays in Goods by Delivery Services**

Stated in Article 4 of the Consumer Protection Law states consumer rights: a. The right to comfort, security, and safety in consuming goods and/or services; b. The right to choose and obtain goods and/or services in accordance with the exchange rate and conditions and guarantees promised:<sup>12</sup>

- a. The right to true, clear, and honest information about conditions and guarantees and/or services;
- b. The right to be heard and complain about the goods and/or services used;
- c. The right to appropriate consumer protection, advocacy, and resolving efforts;
- d. The right to consumer coaching and education;
- e. The right to be treated or served properly and honestly and non-discriminatory;
- f. The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be.
- g. Rights stipulated in other laws and regulations.

Business actors in shipping services will certainly understand about consumer risks such as when there is a loss of consumer goods during the expedition by the expedition. According to Law Number 8 of 1999 Article 4, the people of Samarinda Seberang District should get consumer rights as referred to in Article 4 letter A "The right to comfort, security, and safety in consuming goods and / or services", Article 4 letter D "The right to be heard and complaints about the goods and / or services used", and also Article 4 letter H "the right to get compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be".<sup>13</sup>

However, after the author conducted a study on the People of Samarinda Seberang District on Delays in Goods by Delivery Services, many of them felt disappointed with the

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<sup>12</sup> Fakhurrazi Reno Sutan, "KAJIAN HUKUM BISNIS SYARIAH," n.d.

<sup>13</sup> Ratih Rahayu and Akhmad Yusup, "Analisis Kesadaran Hukum Dan Perlindungan Pelaku Usaha Terhadap Konsumen Tentang Kepemilikan Sertifikat Halal," *Jurnal Riset Ekonomi Syariah*, December 21, 2022, 129–36, <https://doi.org/10.29313/jres.v2i2.1390>.

delivery services they used for delays in the delivery of these goods. But the people of Samarinda Seberang sub-district do not get compensation or compensation by the freight forwarding service they use. Based on Law.

Number 8 of 1999 Article 19, business actors should be responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. Compensation as referred to as the return of money 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.

Analysis of delays in shipping goods by expedition according to consumer perceptions in the perspective of the Consumer Protection Law (Law No. 8 of 1999) highlights several important issues related to the responsibilities of expedition service providers, consumer rights, and applicable legal protection.

In Article 4 of the Consumer Protection Law, it is stated that consumers have the right to clear, honest, and correct information about the conditions and guarantees of the services offered. Consumers who use expedition services have the right to know accurate information about the estimated time of delivery of goods.

Delivery delays that are not properly informed to consumers can be considered a violation of consumer rights. Shipping service providers are obliged to provide information about obstacles or reasons for delays transparently. If consumers feel that the information provided is inadequate or misleading, this can be the basis for a legitimate complaint under Article 8 of the Consumer Protection Law concerning the prohibition of misleading advertising.

Based on Article 19 of the Consumer Protection Law, business actors are responsible for providing compensation or damages if the goods or services received by consumers do not comply with the agreement. This includes expedition services that experience significant delays without clear reasons.

Delays in delivery without a clear reason or exceeding the estimated time promised cause losses to consumers, either in the form of material losses (for example, damaged or expired goods) or non-material losses (such as inconvenience or business losses). The shipping service provider is obliged to provide compensation or compensation for these losses, in accordance with the initial agreement or in accordance with applicable legal provisions.

Article 4 also emphasizes that consumers have the right to comfort, security, and safety in consuming goods and services. Consumers have the right to receive services according to the standards promised by the expedition service provider.

Delivery delays can disrupt consumer convenience, especially if the goods being sent are important or urgent. This can create a negative perception of the shipping service provider, cause dissatisfaction, and violate consumer rights. In some cases, delays can also

have implications for security aspects, especially for fragile or valuable goods.

Article 45 of the Consumer Protection Law states that consumers have the right to file complaints or claims for dissatisfaction related to goods or services received. The dispute resolution process can be carried out through the courts or outside the courts, such as the Consumer Dispute Resolution Agency (BPSK).

If a delivery delay occurs and the service provider does not provide adequate compensation, the consumer has the right to file a claim. Most shipping companies have a claim mechanism that allows consumers to file complaints about late delivery. If there is no satisfactory resolution, the consumer can take the case to BPSK or the court. Service providers who fail to meet the service standards according to the contract may be subject to sanctions according to the Consumer Protection Act.

If the service provider does not meet the delivery time stated in the contract, they are considered to have violated the agreement. Consumers have the right to ask for compensation or a refund if the service received does not comply with the contract.

Based on Article 18 of the Consumer Protection Law, if there is a standard clause in the contract that is detrimental to consumers (for example, the service provider is free from responsibility for delays without clear reasons), the clause can be considered null and void.

Delays in the delivery of goods according to consumer perceptions, in the perspective of the Consumer Protection Act, emphasize that shipping service providers must be responsible for providing services in accordance with the agreed promises. Consumer rights, including the right to information, compensation, and convenience, must be respected. If a detrimental delay occurs, consumers have a legal basis to file a claim and demand a fair settlement.

#### D. CONCLUSION

From the description above, conclusions can be drawn, as follows:

1. The perception of the people of Samarinda Seberang District towards freight forwarding services has something in common, they state that the late arrival of goods can cause losses for themselves, because the goods ordered will be resold to their customers. The community also wants the goods ordered according to the predetermined time.
2. According to the review of Law Number 8 of 1999 Article 4; The right to get compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be. Based on Law Number 8 of 1999 Article 19; Compensation as referred to can be in the form of refunds or replacements of goods and / or services that are similar or equivalent in value, or health care and / or compensation in accordance with

the provisions of applicable laws and regulations. The compensation will be made within a grace period of 7 (seven) days after the transaction date.

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