

ABSTRAK

Skripsi dengan judul “Perlindungan Konsumen Oleh Usaha Pelayanan Pijat Tradisional Ditinjau Dari Peraturan Menteri Kesehatan RI Nomor 8 Tahun 2014 Tentang Pelayanan Kesehatan Spa (Sehat Pakai Air) Dan Akad Ijarah”(Studi Kasus di Desa Sumbergayam Kecamatan Durenan Kabupaten Trenggalek)” ini ditulis oleh Muhammad Azda Hilman, NIM. 126101213230, Program Studi Hukum Ekonomi Syariah, Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung 2025 dengan dosen pembimbing Bu Ashima Faidati, S.H.I., M. Sy.

Kata Kunci: Pijat Tradisional, Permenkes RI Nomor 8 Tahun 2014, Pelayanan Kesehatan Spa, Akad Ijarah.

Penelitian ini memuat konteks penelitian dengan adanya kesenjangan antara perlindungan konsumen oleh usaha pelayanan pijat tradisional di Desa Sumbergayam, Kecamatan Durenan, Kabupaten Trenggalek dengan ketentuan dalam Permenkes RI Nomor 8 Tahun 2014 tentang Pelayanan Kesehatan Spa. Kedua yaitu karena kurangnya penerapan akad ijarah dalam transaksi sewa jasa ini. Pelayanan pijat tradisional di desa ini masih dijalankan secara turun-temurun tanpa memperhatikan standar kesehatan, izin usaha, maupun kompetensi terapis sesuai peraturan, serta sistem pembayaran upah yang dinilai menimbulkan penipuan (*tadlis*) karena tidak adanya kesepakatan diawal sesuai aturan sah-nya akad ijarah.

Penelitian ini bertujuan untuk memuat fokus penelitian untuk (1) mengkaji bagaimana perlindungan hukum oleh usaha pelayanan pijat tradisional di Desa Sumbergayam?, (2) mengkaji bagaimana pemahaman dan penerapan Permenkes RI Nomor 8 Tahun 2014 Tentang Pelayanan Kesehatan SPA dalam pelayanan pijat tradisional?, serta (3) mengkaji bagaimana penerapan akad ijarah dalam transaksi jasa pijat tradisional?.

Penelitian ini menggunakan metode deskriptif kualitatif dengan pendekatan yuridis empiris (*field research*) , yaitu dengan terjun langsung ke lapangan guna melakukan wawancara, observasi, dan dokumentasi. Data kualitatif diuraikan dengan teknik analisis deskriptif. Kondensasi data, penyajian data, dan penarikan kesimpulan dibuat dalam bentuk uraian juga digunakan agar penulisan lebih terstruktur dan mudah dipahami.

Hasil penelitian menunjukkan adanya beberapa praktisi pijat tradisional yang belum memiliki izin usaha dan belum memenuhi standar pelayanan kesehatan sebagaimana diatur dalam Permenkes RI Nomor 8 Tahun 2014 tentang pelayanan kesehatan spa. Kemudian dalam pelaksanaan akad ijarah, terdapat uraian antara praktisi pijat tradisional dan pelanggan mengenai sewa jasa dan biaya dengan pembayaran *ridho* tentu belum sesuai. Namun dengan kaidah fikih *al-‘adah muhakkamah*, di mana kebiasaan dijadikan landasan hukum selama memenuhi unsur keadilan, kesepakatan, dan tidak mengandung unsur penipuan (*tadlis*) atau ketidakjelasan yang merugikan salah satu pihak, sehingga menjadi sah dan memenuhi unsur akad ijarah dalam hukum Islam.

ABSTRAC

The Thesis entitled "Consumer Protection by Traditional Massage Service Business Reviewed from the Regulation of the Minister of Health of the Republic of Indonesia Number 8 of 2014 Concerning Spa Health Services (Healthy with Water) and Ijarah Contract" (Case Study in Sumbergayam Village, Durenan District, Trenggalek Regency)" was written by Muhammad Azda Hilman, NIM. 126101213230, Sharia Economic Law Study Program, Sayyid Ali Rahmatullah State Islamic University of Tulungagung 2025 with supervisor Mrs. Ashima Faidati, S.H.I., M. Sy.

Keywords: Traditional Massage, Regulation of the Minister of Health of the Republic of Indonesia Number 8 of 2014, Spa Health Services, Ijarah Contract.

This study contains the context of research with the gap between consumer protection by traditional massage service businesses in Sumbergayam Village, Durenan District, Trenggalek Regency with the provisions in Regulation of the Minister of Health of the Republic of Indonesia Number 8 of 2014 concerning Spa Health Services. Second, because of the lack of implementation of the *ijarah* contract in this service rental transaction. Traditional massage services in this village are still carried out hereditarily without paying attention to health standards, business permits, or therapist competence according to regulations, as well as a wage payment system that is considered to cause fraud (*tadlis*) because there is no initial agreement according to the rules of the validity of the *ijarah* contract.

This study aims to include a research focus to (1) examine how is the legal protection of traditional massage service businesses in Sumbergayam Village?, (2) examine how is the understanding and implementation of the Indonesian Minister of Health Regulation Number 8 of 2014 concerning SPA Health Services in traditional massage services?, and (3) examine how is the implementation of the *ijarah* contract in traditional massage service transactions?.

This study uses a qualitative descriptive method with an empirical legal approach (field research), namely by going directly to the field to conduct interviews, observations, and documentation. Qualitative data is described using descriptive analysis techniques. Data condensation, data presentation, and drawing conclusions made in the form of descriptions are also used so that the writing is more structured and easy to understand.

The results of the study indicate that there are several traditional massage practitioners who do not yet have a business license and have not met the health service standards as regulated in the Regulation of the Minister of Health of the Republic of Indonesia Number 8 of 2014 concerning spa health services. Then in the implementation of the *ijarah* contract. However, with the rules of *fiqh al-'adah muhakkamah*, where customs are used as a legal basis as long as they fulfill the elements of justice, agreement, and do not contain elements of fraud (*tadlis*) or ambiguity that harms one of the parties, so that it becomes valid and fulfills the elements of the *ijarah* contract in Islamic law.