

NEGLIGENCE IN TRANSPORTATION AND FOOD CONTAMINATION RISK: A CASE STUDY OF HORECA FOODS (M) SDN BHD V MUHAMMAD MAHFUZ BIN MOHAMAD YASSIM & ANOR [2023] MLJU 2378

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ABSTRACT

Due to the growing demand for halal goods and services around the world, the halal industry plays a major role in the expansion of the national economy. The implementation of strict and consistent standards must be applied across all sectors involved to ensure halal integrity within the supply chain. In Malaysia, the concept of halal assurance does not only involve raw materials but also encompasses the entire process including transportation, warehousing and product handling until the good reach final consumers. However, negligence and non-compliance with established procedures may increase the risk of cross-contamination, particularly during transportation processes. This study aims to analyses the case of Horeca Foods (M) Sdn Bhd v Muhammad Mahfuz bin Mohamad Yassim & Anor [2023] MLJU 2378 to examine issues of negligence in halal logistics and its impact on halal integrity, food safety and quality. The study adopts a qualitative legal research methodology using doctrinal analysis, which involves the examination of reported court cases, relevant legislation, halal standards and secondary sources including journal articles and official guidelines. The case highlights key failures such as improper handling of products, inadequate segregation from chemical substances and non-compliance with relevant legal requirements, which resulted in cross-contamination and financial losses to the parties involved. In addition, this study explores the application of halal forensics in identifying and investigating potential cross-contamination incidents, as well as strengthening traceability systems through halal certification, the use of technology and comprehensive documentation system. In order to protect halal integrity across the supply chain, this study ultimately emphasises the necessity of tighter enforcement of halal logistics requirements and continuous improvement to compliance mechanism.

Introduction

The halal industry is one of the most important sectors that plays a significant role in the country's economic development. This sector has grown rapidly over the past few years at both the national and global levels to meet the needs and increasing demand of Muslim consumers for halal products and service. This industry has also become a global benchmark that is widely accepted and recognised while serving as a reference for various countries around the world (Abdullah et al., 2021). This success is driven by the adoption of strict and internationally recognised halal standards, a well organised certification system, as well as the implementation of comprehensive monitoring, enforcement and auditing processes to ensure that halal integrity is consistently maintained. In Malaysia, halal certification not only involves raw materials alone, but also encompasses the entire supply chain, including the storage, handling, transportation and distribution of food products until they reach the final consumer (Shahrudin et al., 2025). Therefore, every party involved in the food supply chain is responsible for ensuring that the products or raw materials delivered to consumers are clean and free from any elements that may affect the halal status and food safety.

In line with the rapid development of the halal industry, the risks of food contamination as well as non-compliance with food safety and halal integrity requirements have also shown a significant increase. These contamination risk may occur at every stage of the supply chain, particularly during the transportation and storage of the goods through physical, chemical or biological factors. In ensuring that the integrity of halal products is consistently preserved, the efficiency of logistics management is given significant emphasis, encompassing activities such as collection, consolidation, handling, storage, value addition, traceability, transfer and product distribution (Gunardi et al., 2022). All of these processes must be implemented in accordance with Syariah principles and established halal procedures to prevent any risks that may compromise the halal status of a product. This situation may not only result in financial and operational losses for stakeholders involved in the supply chain but may also undermine consumer trust in the halal status of raw materials and the safety and quality of the final food products. To address these issues, halal forensics has emerged as a significant field in efforts to detect, identify and prevent any form of contamination and non-compliance that may occur within the halal logistics chain. This field aims to ensure that the integrity of halal products is preserved from original source of production until they reach the final consumer through the investigation of the causes of an issue and the provision of evidence based on scientific and technological approaches (Ramli, 2019). Therefore, compliance with halal logistics and transportation control system must be implemented carefully and effectively to ensure that the integrity, safety and quality of products are consistent.

This issue can be observed in the case of Horeca Foods (M) Sdn Bhd v Muhammad Mahfuz bin Mohamad Yassim & Anor. The case involved a claim for damages filed by the plaintiff against a transportation company that appointed to deliver parmesan cheese powder to its customer's factory in Malacca. The claim arises from allegations of negligence during the transportation process, whereby the food product was not adequately protected during transit, particularly during rainy conditions and was also transported in the same compartment as chemical substances. As a result, part of the goods became wet and contaminated, leading to the total rejection of the product by the customer. Overall, this case highlights the importance of complying with food logistics procedures and implementing effective control measures to prevent contamination risks, while ensuring that the safety, quality and integrity of food products are maintained throughout the supply chain.

Case Study

Fact of the Case

The Plaintiff was a company involved in the food business, while the first defendant was a lorry driver engaged by the second defendant, a transportation company. On 5 November 2019, the plaintiff had used the services of the second defendant to transport several bags of parmesan cheese powder from Shah Alam, Selangor to its customer's factory, Julies Manufacturing Sdn Bhd that located in Alor Gajah, Malacca. The goods were collected by the first defendant on 5 November 2019 at approximately 11.00 a.m. and delivered them the following day on 6 November 2019 at around 3.00 p.m. During the

transportation process, the first defendant failed to cover the goods with a canvas immediately after loading them onto the lorry and only did so after heavy rain began during the delivery. In addition, the food products were also transported together with several chemical items in the same cargo space. Upon arrival at the delivery destination, Julies Manufacturing Sdn Bhd had rejected total of bags parmesan cheese powder after conducting an inspection. The company discovered that all pallets inside the lorry were wet and water had seeped through the shrink wrap, affecting several bags in each pallet. Due to this action, the company was unable to accept the products and requested the plaintiff to conduct an investigation into the matter to resolve the issue and implement corrective actions before 8 November 2019. Subsequently, supplier return note had been issued by Julies Manufacturing Sdn Bhd later to return all 112 bags of parmesan cheese powder to the plaintiff. As a result of the incident, the plaintiff suffered financial losses and initiated legal proceedings against the defendants for negligence and breach of guarantee. The plaintiff contended that the defendants has failed to exercise reasonable care during the transportation process, causing the food products to become contaminated and unsuitable for use. The Plaintiff has presented several claims, namely that the defendant must pay special damages of RM 119,491.06, a claim for general damages, 5% interest on the amount of the judgment for special damages, 5% interest on the amount of the judgment for general damages, and the costs of this action. After a full trial, the court allowed plaintiff's claim and held the defendants liable for the losses suffered by the plaintiff. Dissatisfied with the decision, the defendants subsequently filed an appeal against the judgement.

Summary Of The Case

Issues Before The Court

- i. Whether the defendants jointly or severally had failed to comply with the guarantee as provided
- ii. Whether the defendants jointly or severally were negligent in exercising the duty of care expected of a transportation and logistics company by failing to take reasonable and practicable measures during the delivery of the plaintiff's goods.
- iii. Whether the second defendant is vicariously liable for the acts and/or omissions of the first defendant during the transportation and delivery of the plaintiff's goods.
- iv. Whether the 112 bags of parmesan cheese powder owned by plaintiff became contaminated and unsafe for use as food products due to the defendant's negligent during the transportation process. e) Whether the plaintiff is entitled to claim damages.

There were also additional issues raised by the defendants for the court's determination:

- i. Whether the contract between the plaintiff and the defendants was called cash sale whereby all risk, custom expenses, violations of law and accidents of whatever nature were the responsibility of the plaintiff and the plaintiff was required to purchase insurance to protect the value of the goods transported by the second defendant on behalf of the plaintiff.
- ii. Whether the plaintiff was negligent and contributorily at fault for the incident by breaching its duty of care and responsibilities required in the commercial transportation of goods.
- iii. Whether only 33 bags were actually damaged and could not use and did not actually damaged all 112 bags of parmesan cheese powder.
- iv. Whether the claimed special against the defendants by the plaintiff is reasonable based on the genuine, fair and equitable price, valuation and assessment of the said goods according to their cost and market value.
- v. Whether the defendants are fully liable to the plaintiff based on the entirety of the facts of this case.

Finding And Analysis Of The Case

The court held that the plaintiff had successfully established its case on the balance of probabilities through arguments and convincing evidence. Firstly, through the Transport Declaration Letter, the defendant had undertaken to transport the plaintiff's goods in a clean, safe and suitable manner after being appointed as the transportation company by the plaintiff. Accordingly, once the defendant accepted the appointment and agreed to provide the transportation services, a valid contractual relationship was established between the plaintiff and the defendant. Furthermore, the defendant itself admitted that O&G company had provided assurances regarding the services offered through a letter of guarantee, whereby the lorry used for transportation was required to be clean, free from any contaminants or dirt materials, equipped with canvas cover and suitable for the transportation of food products.

Secondly, the court found that a contractual relationship and a duty of care existed between the defendants and the plaintiff, either both the first defendant and the second defendant. The second defendant had been appointed by the plaintiff as a third-party transporter and made a declaration for ensuring that the condition of the transportation vehicle complied with the specifications and requirements stated by the plaintiff's customer. Such appointment was evidenced through various documents including emails, invoices and the letter of undertaking. Furthermore, based on the principle of vicarious liability as established in the cases of Maslinda Ishak, Zulkiply bin Taiband Goh Choon Seng, an employer is liable for the wrongful acts or negligence of an employee committed within the scope of his employment. In the present case, the second defendant, as the employer was held vicariously liable because the first defendant who was a lorry driver found negligent in carrying out the delivery by failing to properly secure the canvas covering the cargo. Moreover, he was acting in accordance with the route as delivery schedule determined by the second defendant, which involved transporting chemical substances in the same trip as the plaintiff's goods.

Thirdly, by virtue of the contractual obligations undertaken by the defendants, a relationship of proximity existed between the parties, whereby the defendants could reasonably foresee that any negligence on their action would cause loss or damage to the plaintiff. The court held that the contract imposed a positive duty on the defendants to take reasonable steps to prevent such loss from occurring. In accordance with the principles of the law of tort, this duty to act arises when a person makes an undertaking or representation upon which another party reasonably relies. In the present case, documents D15 and D16 namely the O&G Transport letter of guarantee, clearly demonstrated that the defendants had made express undertakings regarding the quality and safety of their transportation services. These undertakings induced the plaintiff to rely on the defendant's services thus required defendants to take reasonable precautions.

Fourth, the Defendant also breached its contractual obligations to the Plaintiff when they failed to follow safety measures during the delivery of the goods. First, the Defendant failed to cover the lorry with canvas during delivery and only did so later after heavy rain during the journey. Second, it failed to ensure that the transport vehicle was in a clean condition where the pallet in the lorry was wet to the point that water vapour could be seen inside the stretch film, an ant colony was found at the bottom of the pallet and mould growth was also found on the packaging. Third, the Defendant allowed non-food chemicals such as tom drums to be placed together in the lorry for several hours or even longer.

Fifth, the plaintiff had indeed suffered losses due to the rejection of the goods by its customer. Although the defendants argued, based on the plaintiff's own report, that only 35 bags of parmesan cheese powder were damaged and therefore eligible for compensation. However, there is an email evidence from the customer, Julies Manufacturing Sdn Bhd., demonstrated that the company was compelled to reject the entire batch of this parmesan cheese powder due to unsatisfactory condition of goods despite there is an effort to isolate it and also other potential problems from wet bag. Therefore, the court held that the plaintiff had suffered losses in respect of the entire 112 bags of the product. Regarding the damages to be awarded, the court ruled that the losses cannot be assessed on the initial cost of the product but rather assessed based on the value of the product at the delivery destination that is the selling price to customer company. In addition, the plaintiff's claim for SST costs was also allowed by the court because the costs were direct losses resulting from the defendant's negligence during the delivery process.

Sixth, the court found that the defendants had also failed to prove any precautionary measures had been taken to ensure that the goods were delivered in a safe and clean condition as guarantees and further failed to provide any reasonable explanation for their negligence. Although they were aware that the goods being transported were perishable food products, the first defendants did not bother to cover the goods fully with a canvas immediately after loading them, while the second defendant also breached the guarantee given by instructing the first defendant to transport certain chemical goods in the same trip. In addition, the testimony of SP3 who was also the executive from the quality assurance & quality review division of Horeca Foods and served as the plaintiff's QAQC assistant manager, was accepted by the court that the entire shipment had become unsafe for use due to the condition of the products being wet, mouldy and exposed to the risk of contamination. It was further stated that additional laboratory testing was unnecessary in this situation, as visual inspection alone was sufficient and satisfactory. Furthermore, the court held that the rejected goods no longer suitable to be distributed or sold to other parties in order to mitigate the losses as the rejection was a direct consequence of the defendant's negligence during the delivery process.

Court Decision

The court held that the plaintiff had successfully proven its case on the balance of probabilities, whereas the defendants failed to adduce sufficient and reasonable evidence to refute the plaintiff's claim or to establish their defence. The court found that a contractual relationship existed between the parties through the appointment of the defendants as the transportation company and a guarantee had also been given that the goods would be delivered in a clean and safe condition. The court further found that the defendants had breached their contractual obligations and duty of care by failing to cover the goods with canvas, failing to ensure that the delivery was carried out in a clean condition and also transporting it together with chemical substances. Such negligence caused the entire shipment to be rejected by the customer and resulted in losses to the plaintiff. Accordingly, the plaintiff's claim for special damages amounting to RM119,491.06, which comprised the value of the products and the SST costs incurred by the plaintiff, was allowed by the court. In addition, the court only awarded nominal general damages of RM2000 as the plaintiff failed to provide strong and sufficient evidence to support its other claim for losses. The court also allowed the interest as claimed, as well as costs of the action amounting RM13,000, which are to be paid by the defendants to the plaintiff.

Issues involving halal forensic in negligence during transportation of goods and cross contamination risk

Food Contamination and Cross-Contamination Risk

Islam places great emphasis on the cleanliness and safety of food consumer in daily life, the concept of halal does not merely refer to the halal status of raw materials, but also encompasses the concept of halalan tayibban, which refers to food that is clean, safe and of good quality for consumption(Lokman et al., 2025). Therefore, compliance with this principle should be implemented throughout the entire food supply chain including the processes of storage, handling and transportation of products. In the case of Horeca Foods (M) Sdn Bhd v Muhammad Mahfuz bin Mohamad Yassim & Anor, its stated that the parmesan cheese powder products transported by the transportation company were not handled properly, thereby creating risks to halal integrity and food safety. The products were not covered with a canvas immediately after being loaded into the lorry and were only covered when it started to rain during the journey. In addition, the food products were transported together with chemical substance in the same cargo compartment. As a result of this negligence, some of the products became wet, mould growth was found on the packaging, ants were present on the pallets and there was a risk of cross contamination.

Cross-contamination during the transportation process may occur as result of failure to comply with the prescribed procedures for handling, maintenance and product segregation(Ackerley et al., 2010). To control such risks, Malaysia government has introduced various law, standards and procedure that can serve as references for companies providing logistics services. In the context, the case demonstrates the existence of several forms of contamination that may occur during the transportation process. Among them is biological contamination, as evidenced by mould growth and physical contamination through the presence of insects on the delivery pallets. In addition, there was also a risk of chemical contamination arising from the transportation of food products together with chemical substances in the same

compartment. This situation illustrates that failure to comply with halal logistics requirements may not only compromise food safety but may also raise doubts regarding the halal integrity of the products being transported.

From the perspective of halal forensics, investigating incidents such as this is important to identify the source of contamination and to determine whether the products remain safe for use or should be rejected entirely. Through physical examination of the condition of the products, packaging, pallets and the lorry storage compartment, the parties involved are able to identify the type of contamination that has occurred as well as the party responsible for the incident. In the case, the court considered the question of why laboratory testing and sampling was not conducted to verify the extent of the product damage and for contamination test. Nevertheless, the plaintiff testified that the physical inspection of the condition of the products, packaging and delivery pallets was sufficient to demonstrate that the entire shipment was no longer safe for use. This evidence was accepted by the court, as there was clear evidence of moisture, mould growth, the presence of ants and the risk of contamination resulting from the transportation of food products together with chemical substances. Therefore, compliance with halal logistics requirements and contamination control measures is essential to ensure that halal integrity and food safety are consistently maintained throughout the supply chain.

Traceability and chain of custody in food logistics

Halal traceability in the context of food logistics refers to the ability to trace, track and monitor the history, location and status of a product through information recorded throughout the supply chain (Mohamed et al., 2016). This system encompasses the entire process, beginning from production, storage and transportation until the product reaches the end consumer. To endure halal integrity in logistics management, all parties involved must possess sufficient knowledge and understanding of halal principles as well as the requirements of the established halal logistics standards. Halal traceability serves as an important mechanism in preserving the halal integrity of a product by ensuring that there is no cross-contamination or non-compliance with halal requirements occurs throughout the supply chain. In addition, this system also functions as physical and digital evidence that a product has been handled in accordance with the prescribed halal standards and procedures (Zailani et al., 2010). Through complete and systematic records, the parties involved are able to identify the source of problems more efficiently in the event of contamination, product damage or any form of non-compliance during the transportation and storage processes.

To ensure that halal traceability can be implemented effectively, several important elements need to be given due attention. Among these is halal certification, which serves as an official recognition of companies that comply with halal requirements and standards in their operations. Halal certification demonstrates that the products or services offered have fulfilled the prescribed requirements in terms of cleanliness, safety and compliance with shariah principles (Shahrudin et al., 2025). In Malaysia, halal certification issued by the Department of Islamic Development Malaysia (JAKIM) is one of the key instruments in building consumer confidence in halal products and services. In addition to enhancing transparency and accountability throughout the supply chain, halal certification also assists companies in identifying and managing contamination risks through implementation of more systematic and effective halal traceability system.

In addition, technological advancements also have further strengthened the halal traceability system in food logistics. One such advancement is blockchain technology, which functions as a decentralized digital recording system that documents every activity within the supply chain in transparent, secure and tamper-resistant manner (Sunny et al., 2020). This technology enables information related to the source of raw materials, storage, transportation and product distribution to be tracked in real time. Consequently, any issues related to contamination, product damage or noncompliance can be identified more quickly and accurately. Furthermore, blockchain also facilitates auditing and investigation processes by providing comprehensive and reliable records. Other than that, the Internet of Things (Iot) technology also plays an important role in halal logistics. This technology utilizes sensors installed in lorries, containers or warehouse to monitor environmental conditions such as temperature, humidity and cleanliness levels in real time. If any change occur that may compromise product safety, immediate action can be taken to

minimize the risk of contamination and ensure that the products remain in good condition throughout the transportation process.

Next, in order to achieve comprehensive halal traceability, systematic policies and documentation are essential in every transaction activity among the parties involved. Such documentation serves as written evidence to ensure that the integrity of the supply chain is preserved from the point of origin to the end consumer. It includes standard operating procedures (SOP), halal certification records, cleaning reports, delivery records and traceability documents that democrates compliance with shariah principles and established halal standards (Shahrudin et al., 2025). In the case of Horeca Foods (M) Sdn Bhd v Muhammad Mahfuz bin Mohamad Yassim & Anor, several important documents were used as evidence to facilitate the investigation process and determine the party responsible for the product damage. Among them was a Letter of Guarantee issued by defendants, which contained an assurance that the lorry used was clean, equipped with a canvas cover and suitable for transporting food products. In addition, there were email communications between plaintiff and the defendants indicating that the defendants had agreed to provide transportation services in accordance with the conditions stipulated in the transport declaration letter. Furthermore, the non-conformance report was also used as one of the key pieces of evidence in this case. The report revealed that during the unloading process, the products placed on the pallets were found to be wet and water vapour was observed inside the stretch film wrapping. Also, ant colonies and mould growth were found on the packaging. These pieces of evidence demonstrated that the damage and contamination had occurs during the transportation process. Moreover, the email from the customer rejecting the entire shipment further established that the products were no longer considered safe and suitable for use in food production.

Standards And Legal Compliance In Halal Logistics

In the case discussed, the defendants had committed several acts of negligence during the transportation and handling of the plaintiff's goods, particularly concerning the safety and cleanliness of the food products. Such negligence resulted in damage to the products and exposed them to the risk of contamination. This situation demonstrated that there were violations of several legal provisions and standards related to food transportation and halal logistics, as highlighted in the court's judgement. Among the relevant legal provisions is the Contracts Act 1950, particularly sections 101 and 104, which relate to the concept of bailment. Under section 101, bailment refers to the delivery of goods by one person to another for a specific purpose under a contract, with understanding that the goods shall be returned or otherwise dealt with according to the direction of the owner once the purpose has been fulfilled. In this case, the plaintiff acted as the bailor, while the second defendant was the bailee, who assumed the responsibility of transporting and safeguarding the food products. Furthermore, section 104 also provides that a bailee is required to exercise reasonable care over the goods entrusted to him, in the same manner as a prudent person would take care of his own property of similar nature, quantity and value. Therefore, the defendants had a clear legal obligation to ensure that the products were transported in a clean, safe and secure condition throughout the delivery process.

Furthermore, the Food Act 1983 was also referred to in addressing the issue of food safety during the transportation in this case. Section 13 A(1) provides that it is an offence to sell or prepare food that is contaminated, contains foreign substances or is unsafe for human consumption. Meanwhile, Section 13A(20) prohibits the sale of food in damaged packaging that may lead to contamination or adversely affect the quality of the food. In this case, the plaintiff did not conduct additional laboratory testing on the rejected products because the physical condition of the products had already demonstrated obvious signs of damage, including wet packaging, mould growth, the presence of ants and the risk of contamination resulting from transportation together with chemical substances. The court also held that the plaintiff was under no obligation to resell the rejected products to third part. This is consistent with section 13 of the Food Act 1983, which prohibits the sale of food containing poisonous, harmful or hazardous substances that may endanger consumer's health. In addition, section 13C also empowers the relevant authorities to order the withdrawal or cessation of the sale of food that is unsafe for consumption while section 14 prohibits the sale of food that does not meet the expected nature, composition or quality as required by law and as reasonably expected by consumer. Therefore, the plaintiff's decision not to redistribute the rejected products was justified in order to protect consumer safety and preserve the integrity of the food products.

Other than that, the negligence and non-compliance of the transportation company can also be referred to MS2400-1:2019 part 1 (transportation) as a guideline in halal logistics. This standard aims to ensure that the vehicles and logistics facilities used are suitable for the transportation of food products and are able to prevent contamination, contact or damage to the products throughout the transportation process. Several elements are incorporated into the standard as key operational requirements that ensuring that transportation vehicles and equipment used for halal products are dedicated, easy to clean and free from any contamination. Segregation procedures must also be implemented between halal and nonhalal materials or hazardous substances to prevent physical contamination and cross-contamination. In addition, the parties responsible for logistics operations shall ensure that all transportation personnel fully comply with the established halal logistics requirements and standards and all record and documentation must be available and verifiable, including transportation documents, proof of delivery and cleaning records.

Conclusion

Overall, the case of Horeca Foods (M) Sdn Bhd v Muhammad Mahfuz bin Mohamad Yassin & Anor [2023] MLJU 2378 demonstrates that compliance with halal logistics procedures and food safety requirements is crucial aspect of ensuring that the integrity of a product is maintained throughout the entire supply chain. Negligence during the transportation process, such as the failure to adequately protect the products, transporting them together with chemical substances and non-compliance with established procedures had exposed the products to contamination risks and adversely affected their safety and quality. This situation illustrates that the halal status of a product does not solely depend on the halal nature of its raw materials but also encompasses the handling, storage and transportation processes in accordance with the principles of halal *tayyiban*. Furthermore, this case highlights the significance of halal forensics in identifying the source of contamination, collecting evidence and facilitating investigations as well as determining the liability of the responsible parties. The implementation of a halal traceability system supported by comprehensive documentation, the adoption of technology and compliance with relevant laws and standards such as Contracts Act 1950, the Food Act 1983 and MS 2400-1:2019 can effectively reduce contamination risks and enhance the safety and integrity of food products. Therefore, continuous compliance with halal logistics requirements is essential to ensure that consumer confidence in halal products is maintained and further strengthened.

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