
RESEARCH ARTICLE

Juridic Review Consumer Protection Perspective of Copyright Law (Omnibus Law) and Consumer Protection Law

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ABSTRACT

This study aims to analyze the juridical review of consumer protection from the perspective of the Job Creation Act and how the effectiveness of existing dispute resolutions resolves these problems. Technological developments change the order of values and human life, one of which is economic development. The need for a law that can guarantee the rights of the parties, especially the protection of consumers, is increasing rapidly along with increasingly complex problems. However, the regulation of the Job Creation Law which regulates consumer protection, is not yet able to protect consumers. The research method used is normative juridical with descriptive research specifications. Data collection is carried out through documentary studies and literature studies, and data analysis is carried out qualitatively through deductive reasoning analysis. UUPK, as a regulation that specifically regulates consumer protection, was issued in 1999 before the creation of the job creation law. The results of this study are to protect consumers from business actors who intentionally commit fraud; the government establishes an agency to protect consumers and recognizes non-government consumer protection institutions. Besides that, for consumers to make efforts to get their rights, consumers try to get them through general courts or dispute resolution outside the court. The government places more emphasis on efforts that were originally able to protect the rights and obligations of economic actors (consumers, producers, and distributors).

KEYWORDS

Consumer, Protection, Law, Job, Creation Law.

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1. Introduction

Problems arise as a consequence of the very rapid development of the world economy. It is undeniable that the progress of economic trade activities is currently faced with various challenges as a result of the openness of the world economy. This implies that the state is required to be able to have strong competitiveness. Economic openness will provide many challenges for consumers, producers, business actors, and others. One aspect is that there will be increasing problems in the field of consumer protection. Consumer protection is part of the problem of human interests that must be considered and realized by all nations.¹ Realizing consumer protection is realizing relationships of various dimensions that are interconnected and interdependent between consumers, entrepreneurs, and the government. The planned activities of organizing, developing, and regulating consumer protection are part of realizing the mandate of the law.²

It is known that all people are consumers who use various goods and services, including business actors and entrepreneurs are consumers. In other words, the consumers are all Indonesian people. By the mandate of the constitution, the state must be present

¹ Lukmanul Hakim, "Textbook of Introduction to Business Law (Edition of the Job Creation Law)," 2021.

² Celina Tri Siwi Kristiyanti, *Consumer Protection Law* (Rays Grafika, 2022).

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to protect and prosper the consumers. Consumers are a great power for a country in building its economy; a country that is not present in protecting consumers is like waiting for a ticking time bomb. The enactment of the Job Creation Law is to lead to a better national economy, and one of the economic principles is the balance between the interests of business actors and consumers. However, in reality, the Omnibus Law on Job Creation is considered to be more supportive of the interests of entrepreneurs.³

This can be seen, among other things, from the formation of the Coordinating Minister for the Economy Number 378 of 2019 concerning the Joint Task Force of the Government and the Chamber of Commerce and Industry for Omnibus Law Public Consultations. In addition, certain articles put forward the principle of solely profit for business people, thus ignoring the values of consumer rights. While the principle of UUPK itself is a balance between consumers and business actors.⁴ In addition, the Omnibus Law concept itself is intended to streamline regulations in terms of numbers, as well as to simplify several procedures and make regulations more targeted. However, the problem is that the method used is not by applicable regulations. Law no. 8 of 1999 concerning Consumer Protection (UUPK) states that business actors are prohibited from producing and/or trading goods and/or services that do not meet or do not comply with the required standards and provisions of laws and regulations. Violation of this provision may be subject to a maximum imprisonment of 5 (five) years or a maximum fine of two billion rupiahs.⁵

The actors in the business world are consumers and business actors, while the UUPK is intended to protect consumers and the job creation Law is aimed at attracting investors/business actors, so the Umbrella Law (UUPK) and the Omnibus Law (job creation law) can ideally be integrated/harmonized so that between consumer interests with the interests of business actors in strengthening the national economy so that it is balanced and fair. In other words, to achieve social welfare, it is expected that the job creation law and UUPK will have a complimentary and complementary relationship, not a *lex specialis* and *lex generalis*.⁶

The existence of consumer protection is inseparable from consumer law. The understanding of consumer law is defined as the overall principles and legal rules governing the relationship and problems between various parties with each other relating to consumer goods and/or services in social life. Furthermore, Consumer Protection is all efforts that guarantee legal certainty to protect consumers. Thus, consumer protection is meant that every consumer will get legal certainty and consumer rights for an item that is used/obtained from the producer. As we know, growing and advancing technology will push the volume of production of goods. This development also changes the relationship between product providers and product users, who are increasingly distant.⁷

Where consumer products used to meet human needs are increasingly sophisticated, resulting in gaps in the truth of information and consumer responsiveness. This condition then places consumers in a weak position. Thus, producers/entrepreneurs or business actors will easily market any goods and or services without paying attention to the rights of consumers. The era of globalization has led to very rapid economic development. This modern economy has produced various types and variations of goods and/or services that can be consumed by the public. Globalization has given rise to the interdependence of world economic actors in manufacturing, trade, and investment across national borders, increasing the intensity of competition. This phenomenon has been accelerated by advances in communication and transportation technology.⁸

The benefits for consumers from the development of the globalization era in the market, namely providing consumer needs for the desired goods and/or services can be fulfilled, and this will open up more and more freedom to choose various types and quality of goods and/or services by the wishes and abilities of the consumers. The existence of market expansion and free trade creates strong competition between business actors with one. On that occasion, it is not uncommon for business actors to conduct an unfair competition to launch their business activities. This will, of course, have an impact on consumers where the goods or services they get are obtained at low prices but with poor quality and are not worthy of circulation. The occurrence of a gap from dishonest trade competition will have an impact on society as consumers suffer losses and adverse health impacts on their lives.⁹

³ Simon Tampubolon's Revelation, "Legal Protection Efforts for Consumers Reviewed from the Consumer Protection Act," *Scientific Journal of Advocacy* 4, no. 1 (2016): 53–61.

⁴ Istianah Istianah and Gemala Dewi, "Maşlahah Analysis on the Halal Self-Declare Concept Before and Postenachment of the Job Creation Law," *Al-Adl: Journal of Law* 14, no. 1 (2022): 85–109.

⁵ Az Nasution, "Consumer Protection Law at a Glance," *Journal of Law & Development* 16, no. 6 (2017): 568-81. <https://doi.org/10.21143/jhp.vol16.no6.1231>

⁶ Mira Erlinawati et al., "Implementation of Law Number 8 of 1999 concerning Consumer Protection of Online Business," *Porch of Law* 1, no. 1 (2017): 111–26.

⁷ Kristian, *Consumer Protection Law*.

⁸ Abd Haris Hamid and M H SH, *Indonesian Consumer Protection Law*, vol. 1 (SAH MEDIA, 2017).

⁹ Nasution, "Consumer Protection Law at a Glance."

In everyday life, of course, we are never separated from consuming an item. We, as buyers of products/goods, in this case as consumers, of course, want goods that are of good quality and safe to use. But in reality, universally, on some sides, it shows the weakness of consumers so that consumers do not have a safe position. Therefore, consumers also need universal legal protection. Given the weak position of consumers in general compared to the position of producers, who are stronger in many respects, the discussion of consumer protection will always feel actual and needs to be reviewed.¹⁰

The rapid development of science and technology has resulted in producers being more productive and efficient in producing goods or services. Producers/business actors do the most effective way possible in marketing and distributing goods or services to get a lot of consumers. For this reason, all approaches are sought so that they may have various impacts, including situations that lead to negative and even unwelcome actions that originate from bad intentions. Bad impacts occur, such as the quality or quality of goods or services that are not suitable for use, unclear/misleading information, counterfeiting of goods or services, to the circulation of expired *goods*. Therefore, the protection of consumers feels very important to be studied materially and formally. Thus, efforts to provide adequate protection to the interests of consumers are an important and urgent matter to immediately find a solution, especially in Indonesia, given the complexity of the problems related to consumer protection, especially when entering the era of free trade.¹¹

Consumer protection in the era of the global market has become very important. Because besides having universal rights, consumers also have very specific rights (both situations and conditions). The problems faced by consumers in Indonesia, as well as those experienced by consumers in other developing countries, are not just how to choose goods, but are far more complex than that, namely concerning the awareness of all parties, be it entrepreneurs, the government and consumers themselves about the importance of protection. Entrepreneurs realize that they must respect consumer rights, produce quality goods and services, be safe to eat/use, and follow applicable standards at reasonable prices. Furthermore, the government must also be aware of the need for laws concerning all sectors regarding consumer protection and have the task of supervising the passage of the legislation properly.¹²

Consumers must also be aware of the rights they have as consumers so that they can exercise social control over the actions and behavior of business actors and the government. To increase the value and dignity of consumers, it is necessary to increase the awareness, knowledge, care, ability, and independence of consumers to protect themselves and develop the attitude of responsible business actors. Meanwhile, every business actor has the first obligation, in good faith, starting from the time the goods are designed/produced to the after-sales stage. Second, providing correct, clear, and honest information regarding the condition and guarantee of the condition of an item or service, as well as explaining its use, repair, and maintenance. The importance of delivering correct information to consumers about a product aims so that consumers do not misunderstand the description of a particular product. This information can be in the form of representations, warnings, or instructions. Therefore, the convenience of consumers towards using/consuming an item or service is a priority obligation of the producer or business actor.¹³

The Omnibus Law / Job Creation Law aims to provide convenience for investors/business actors, especially in granting permits. Talking about consumers and business actors, it is inseparable from the Republic of Indonesia Law no. 8 of 1999 concerning Consumer Protection (UUPK). The UUPK regulates several important matters for the interests of consumers and business actors, including regulating the rights and obligations of consumers and business actors. Regulate the purpose of consumer protection, namely to raise awareness of business actors about the importance of consumer protection so that an honest and responsible attitude grows in doing business and to realize a balance in protecting the interests of consumers and business actors to create a healthy economy.¹⁴

¹⁰ Sri Lestari Poernomo, "Contractual Standards In Consumer Protection Law Perspective," *Journal of De Jure Legal Research* 19, no. 1 (2019): 109-20.

<https://doi.org/10.30641/dejure.2019.V19.109-120>.

¹¹ Nuzul Rahmayani, "Review of Consumer Protection Law Related to Financial Technology-Based Company Supervision in Indonesia," *Pagaruyuang Law Journal* 2, no. 1 (2018): 24-41.

¹² Heldia Natalia, "Legal Protection of Consumers in E-Commerce Transactions," *Melayunesia Law* 1, no. 1 (2017): 111-26.

<https://doi.org/10.30652/mnl.v1i1.4497>.

¹³ Agus Suwandono, "Implications of the Implementation of the Financial Services Authority Law on Consumer Protection of Financial Services Associated with the Consumer Protection Law," *Journal of Perspective* 21, no. 1 (2016).

<https://doi.org/10.30742/perspektif.v21i1.175>.

¹⁴ Ni Komang Ayu Nira Relies Rianti, "Responsibility of Business Actors towards Consumers in the Event of Hortweighting Reviewed from Ri Law No. 8 of 1999 concerning Consumer Protection," *Journal of Master of Law Udayana* 6, no. 4 (2017): 521-37.

<https://doi.org/10.24843/JMHU.2017.v06.i04.p10>.

2. Research

This research method is a normative juridical law research with a statutory and conceptual approach. The data used is secondary data in the form of legislation and literature such as books, journals, and documents relevant to the problem. As for the empirical type of data as support, the authors obtained from the results of previous studies that are relevant to the author's study.¹⁵¹⁶

3. Discussion

1. The Position of Consumer Protection Law in Indonesia Consumer

Protection is a form of protection that comes from parties who have the authority to protect consumers for the rights they have as consumers. Whereas consumer protection law is part of consumer law that contains principles or rules that are regulatory and also contains characteristics that protect the interests of consumers. As an integrated concept, it is a new thing, the development of which starts in developed countries. However, nowadays, this concept has spread to other parts of the world. Meanwhile, according to legal experts from the Indonesian Consumers Foundation (YLKI), consumer protection is defined as the overall principles and rules that regulate and protect consumers in the relationship and problems of providing and using products, goods, and/or services by consumers between providers and its use in social life.¹⁷

The juridical definition of consumer protection is stated in Law Number 8 of 1999, article 1 number 1, which states that "Consumer protection is all efforts that guarantee legal certainty to protect consumers." With the consumer protection law and other legal instruments, it is hoped that consumer protection efforts in Indonesia can be paid more attention to. In addition, efforts to plan the implementation, development, and regulation of consumer protection laws aim to increase the dignity and awareness, and welfare of consumers.¹⁸

Meanwhile, the term consumer comes from the word consumer (English-American) or consumer/consumer (Netherlands). This understanding is interpreted as "a person or company that buys certain goods or uses certain services" or "something or someone who uses an inventory or some goods". According to the Indonesian Consumers Foundation, the definition of a consumer is a user of goods or services available in the community for the benefit of himself, his family, or others and not for re-trading. The definition of a consumer in a general sense is a user, user, or benefit of goods or services for a particular purpose. In Article 1, paragraph 2 of Law Number 8 of 1999 concerning consumer protection (UUPK), it is stated that consumers are every person who uses goods and/or services available in the community, both for their interests, family, other people, and other living beings and not to trade. In his explanation, the intended consumer in this law is the *ultimate consumer*.¹⁹

Regarding consumer protection, it means talking about consumer rights that must be protected. Consumer protection is an effort to provide legal protection to consumers for the rights they have as consumers. The protection of consumers is closely related to the existence of legal protection because consumer protection has several legal aspects concerning material to get this protection, not just physical protection but abstract consumer rights. As we know, the consumer's position is weak, so he must be protected by law. Therefore, the existence of consumer law and consumer protection law can provide legal protection to consumers. The two fields of law are two areas of law that are difficult to separate and delineate.²⁰

Consumers in a broad sense include both criteria, while consumers in a narrow sense refer to consumers who are the last users.²¹ To avoid confusion in the use of the term "consumer", the definition of a consumer consists of 3 limitations, namely:

1. Commercial *consumerism* is anyone who gets goods and/or services that are used to produce other goods and/or services to make a profit.
2. Is an *intermediate consumer*, anyone who gets goods and/or services that are used for re-trading also to make a profit.
3. The ultimate *consumer* is any person who obtains and uses goods and/or services to meet personal, family, other people, and other living things and not for re-trading and/or for profit.

¹⁵ Jonaedi Efendi and Johnny Ibrahim, "Legal Research Methods: Normative And Empirical," 2018.

¹⁶ Diah Imaningrum Susanti and M SH, *Legal interpretation: theory and methods* (Graphic Rays (Earth Script), 2021).

¹⁷ Apriani, D., & Idris, Z. (2020). THE RELEVANCE OF EXEMPTIONS TO SMALL BUSINESS ACTORS ACCORDING TO COMPETITION LAW IN INDONESIA IN THE ERA OF ECONOMIC GLOBALIZATION. *Journal of Indonesian Legislation*, 17(4), 477. <https://doi.org/10.54629/jli.v17i4.670>.

¹⁸ Abdul Atsar and Rani Apriani, *Consumer Protection Law Textbook* (Deepublish, 2019).

¹⁹ Atsar and Apriani.

²⁰ Ro Setyowati, "BAGINASABAHPERBANKANSYARIAH," 2009, 205–12.

²¹ Kristiyanti, *Consumer Protection Law*.

The definition of a consumer according to article 1 point (2) of the UUPK states that a consumer is every person who uses goods and/or services available in the community, both for the benefit of himself, his family, other people, and other living creatures and not for trading.²² From the understanding of consumers according to UUPK, several elements can be stated, namely:

1. Every subject referred to as a consumer means any person who has the status of a user of goods and/or services. However, the term person raises doubts about whether only individual persons are commonly called *natuurlijke personen* or are included in legal material (*rechtspersoon*). Therefore, the term that becomes a consumer here must also include business entities that are legal entities/not legal entities;
2. By article 1 number (2) of the consumer protection law, the word "user" emphasizes that the consumer is the *ultimate consumer*. The term "user", in this case, is used for the formulation of these provisions or indicates an item and/or service that is used does not necessarily result from a sale and purchase transaction. This means that consumers do not always have to pay money to obtain goods or services. Thus, the basis of the legal relationship between consumers and business actors does not need to be contractual (*the privilege of contract*);
3. Goods and/or services are related to the term goods and/or services; as a substitute for that terminology, the word product is used. Currently, "product" has the connotation of goods or services. UUPK defines goods as any object, both tangible and intangible, whether movable or immovable, whether spent or not spent, which can be traded, used, used, or utilized by consumers;
4. What is available in the community, goods, and/or services offered to the public must already be available in the market (see also the provisions of Article 9 paragraph (1) letter e of the UUPK). In this increasingly complex trade, these conditions are no longer demanded by the consumer society;
5. For the benefit of oneself, one's family, other people, and other living beings, consumer transactions are intended for the benefit of oneself, one's family, other people, and living beings. This interest is not only intended for oneself and one's family but also goods or services that are intended for other people (outside oneself and their family), even for living beings;
6. The goods and/or services are not to be traded, and the definition of consumer in the UUPK is emphasized, namely, only the final consumer.

These limits are commonly used in consumer protection regulations in various countries. In consumer protection, there are universal consumer rights that must be protected and respected, namely:²³

- 1) Security and safety rights;
- 2) Right to information;
- 3) Right to vote;
- 4) Right to be heard;
- 5) The right to the environment.

Meanwhile, Article 4 of the UUPK explicitly states that there are 9 consumer rights as follows:²⁴

- 1) The right to comfort, security, and safety in consuming goods and/or services;
- 2) The right to choose goods and/or services and to obtain said goods and/or services following the exchange rate and the promised conditions and guarantees;
- 3) The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- 4) The right to have their opinions and complaints heard on the goods and/or services used;
- 5) The right to get proper consumer protection advocacy;
- 6) The right to obtain consumer guidance and education;
- 7) The right to be treated or served correctly and honestly and not discriminatory;
- 8) The right to obtain compensation, compensation, and/or replacement if the goods and/or services received are not following the agreement or do not properly;
- 9) Rights are regulated in the provisions of other laws and regulations.

²² Suwandono, "Implications of the Financial Services Authority Law's Enactment on Consumer Protection of Financial Services Associated with the Consumer Protection Act."

²³ Happy Susanto, *Consumer Rights If Harmed* (Visimedia, 2008).

²⁴ Abdul Halim Barkatullah, *Consumer Rights* (Nusamedia, 2019).

Meanwhile, the obligations of consumers are stated in Article 5 of Law Number 8 of 1999 concerning Consumer Protection, including the following:²⁵

- 1) Read or follow information instructions and procedures for the use or utilization of goods and/or services for security and safety;
- 2) Have good faith in making transactions for the purchase of goods and/or services;
- 3) Pay according to the agreed exchange rate;
- 4) Follow efforts to resolve consumer protection disputes properly.

Based on the rights and obligations of consumers, it can be seen that the issue of the rights of consumers' comfort, security, and safety is the most basic and main thing in consumer protection law. Meanwhile, consumer obligations are intended so that consumers can obtain optimum results for protection and/or legal certainty for themselves.

2. Regulations Regarding Legal Protection Against Consumers in Indonesia

Everyone at one time in a single position/alone or in groups with other people, under any circumstances, must be a consumer of a certain product or service. In this case, a legal relationship arises between consumers and business actors, and the relationship has legal consequences for all parties or certain parties. In carrying out this relationship, problems sometimes arise; for that, it is necessary to regulate consumer protection based on laws concerning, among others: the quality of goods, production procedures, health requirements, packaging requirements, environmental requirements, and so on. So that the objectives of the consumer protection law can be achieved, namely: directly increasing the dignity and awareness of consumers, and indirectly, this law will also encourage producers to do business with full responsibility.

According to J Gunawan,²⁶ legal protection for consumers can be done before the transaction occurs (*no conflict/pre-purchase*) and/or at the time after the transaction (*conflict/post-purchase*). Legal protection for consumers that can be done before the transaction occurs (*no conflict/pre-purchase*) can be done in the following ways:

1. Legislation, namely legal protection for consumers, is carried out before the transaction occurs by protecting consumers through the laws and regulations that have been made. So with the legislation, it is hoped that consumers will get protection before the transaction occurs because some limits and provisions regulate transactions between consumers and business actors.
2. Voluntary Self Regulation, namely legal protection for consumers that is carried out before the transaction occurs, in which business actors are expected to voluntarily make regulations for themselves to be more careful and vigilant in running their business.

Meanwhile, legal protection for consumers after the transaction (*conflict/post-purchase*) can be done through the District Court (PN) or outside the Court by the Consumer Dispute Resolution Agency (BPSK) based on the choice of the disputing parties. Legal protection for consumers is needed because consumers are in a weak position. Differences in interests between business actors and consumers cause physical, mental, or property damage to consumers, and not optimal benefits are obtained from the use of these goods and/or services and the lack of laws that protect the interests of consumers. The existence of legal protection for consumers is expected to provide a balanced legal position between consumers and business actors. This is quite reasonable because, so far, the position of consumers is weak when compared to business actors.

Consumer protection laws are very much needed in Indonesia, among others: that national development aims to create a just and prosperous society that is materially and spiritually evenly distributed in an era of economic democracy based on Pancasila and the 1945 Constitution; that the development of the national economy in the era of globalization must be able to support the growth of the business world so as to be able to produce various goods and/ services containing technological content that can improve the welfare of the community at large and at the same time obtain certainty on goods and/services obtained from trade without causing consumer losses; that the increasing opening of the national market as a result of the process of economic globalization must continue to guarantee the improvement of public welfare as well as certainty over the quality, quantity and security of the goods and/or services obtained in the market; that in order to increase the dignity of consumers, it is necessary to increase the awareness, knowledge, care, ability and independence of consumers to protect themselves and to develop responsible business behavior.

²⁵ Gomgom T P Siregar and Muhammad Ridwan Lubis, "SOCIALIZATION OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION WITHIN DARMA AGUNG UNIVERSITY," *PKM May UDA* 1, no. 3 (2021): 100–106.

²⁶ Johannes Gunawan, "Controversy Over Strict Liability In Consumer Protection Law," *Veritas et Justitia* 4, no. 2 (2018): 274-303. <https://doi.org/10.25123/vej.3082>.

The objectives of consumer protection according to article 3 of the UUPK are:²⁷

- a. increase consumer awareness, ability, and independence to protect themselves;
- b. elevating the dignity of consumers by preventing them from negative access to the use of goods or services;
- c. increasing the empowerment of consumers in choosing, determining, and demanding their rights as consumers;
- d. creating consumer protection that contains elements of legal certainty and information disclosure as well as access to information;
- e. awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude grows in doing business.
- f. Improve the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security, and safety of consumers.

In general, it is known that four basic consumer rights must be protected, namely: "the right to safety (*the right to safety*), the right to information (*the right to be informed*), the right to choose (*the right to choose*) and finally the right to be heard (*the right to be heard*).²⁸

3. Dispute Resolution between Consumers and Business Actors in Indonesia

In consuming goods and or services, we often find something that we feel is lacking in the products we consume, likewise with the things that happen in the use of goods. With advertisements and promotions stating that the products offered are durable, stubborn, and economical, sometimes this is not by reality. We often encounter in the market that the goods have a low price, but the quality is also low. Or the quality is pretty good, but the service from customer care doesn't want to know and tends to be indifferent to the problems experienced by consumers.²⁹

In the eyes of all the problems that are happening at this time, with the phenomena and reality of an increasingly critical society supported by science and knowledge that is very advanced, of course, it will have a worrying impact if it is still based on the current legislation. Humans, with the reality they have, will provide little opportunity to be able to determine which direction to take in running their business, likewise with protecting consumers of electronic goods. Denied it or not, the need for electronic goods from the present to the future will grow rapidly. With the advancement of technology, the intensity of electronic goods circulating in the community will be more advanced, and it may further increase the complexity of crimes that can be carried out by business actors to take actions that can cause harm to consumers.³⁰

Law Number 8 of 1999 concerning Consumer Protection only covers issues of rights and obligations that were originally carried out by consumers and business actors, consumer dispute resolution agencies, consumer protection institutions, and supervision and guidance as well as sanctions and transitional rules but also need to classify a clear description of the type of crime and in the category that is dangerous or not. With specialization in the category of types of actions that can violate consumer rights, business actors still feel that they do not understand the boundaries of what should be done and what should not be done. So this, of course, makes business actors feel scapegoated for all products made by business actors. For this reason, it is necessary to make further details regarding the limits of authority of consumers and business actors in treating the products produced by business actors. The government, in its role, requires an element that can regulate traffic problems, so in this case, it does not appear to be completely surrendering to the National Consumer Protection Agency, which is directly responsible to the President.³¹

Article 45, paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection (UUPK) states that any harmed consumer can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general court environment. Furthermore, Article 45, paragraph (2) of the UUPK, states that consumer dispute resolution can be pursued through the courts or outside the court based on the voluntary choice of the disputing parties. So the parties who feel aggrieved, in this case, the consumer, have the option to choose what method they take to resolve the dispute between them, whether through court or out of court. Article 48 of the UUPK states that the settlement of consumer disputes through the court

²⁷ M Kholil, "Empirical Review of Article 480 of the Criminal Code on The Enforcement of Consumer Rights in Article 4 of Law Number 8 of 1999 concerning Consumer Protection," *Journal of Business Law Bonum Commune* 1, no. 1 (2018): 53-60.
<https://doi.org/10.30996/jhbbc.v0i0.1756>.

²⁸ Gossain Jotyka and I Gusti Ketut Riski Suputra, "Procedures for Registration and Transfer of Marks and Legal Protection of Famous Marks According to Law Number 15 of 2001," *Ganesha Law Review* 3, no. 2 (2021): 125-39.

²⁹ Nasution, "Consumer Protection Law at a Glance."

³⁰ Tampubolon, "Legal Protection Efforts for Consumers Reviewed from the Consumer Protection Law."

³¹ Susanto, *Consumer Rights If Harmed*.

refers to the provisions of the applicable general court. Settlement of disputes out of court can be in the form of peaceful dispute resolution by the parties themselves and dispute resolution through an authorized institution, namely through the Consumer Dispute Settlement Agency (BPSK).³²

Article 52, letter a of the UUPK, explains the duties and authorities of BPSK to carry out the handling and settlement of consumer disputes through mediation or arbitration, or conciliation. Settlement of this form of dispute is held to reach an agreement regarding the form and amount of compensation and or regarding certain actions to ensure that the losses suffered by consumers will not happen again or happen again. In addition, in Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PP PSTE), Article 49 paragraph (3) specifically regulates the incompatibility of goods that arrive in the hands of consumers, namely that business actors are obliged to provide a time limit for consumers to return goods sent if it is not per the agreement or there are hidden defects. By Article 49 PP PSTE, consumers have the right to return goods with an agreed time limit to business actors if the goods received by consumers are not what was offered by the seller.³³

The legal protection instrument for consumers in a trade transaction is realized in two (2) forms of regulation, namely legal protection through a certain form of legislation (laws, government regulations, etc.) and legal protection based on a special agreement made by the parties, in the form of substance/content of the agreement between the consumer and the business actor/producer, such as provisions on compensation, the period for submitting claims, dispute resolution, and so on. Consumers in Indonesia conducting transactions get protection in Law Number 8 of 1999 concerning Consumer Protection (UUPK), namely in the form of consumer rights contained in Article 4.³⁴

In this case, consumer protection in conducting electronic transactions in terms of obtaining goods that are not under those sold is contained in Article 4 letter b, and letter a, namely the consumer has the right to choose goods and/or services and obtain the goods and/or services following the exchange rate and the promised conditions and guarantees, and the consumer has the right to receive compensation, compensation, and/or replacement if the goods and/or services received are not by the agreement or not properly. Protection for consumers of electronic transactions is also contained in Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE), namely article 5 paragraph (1), which reads that electronic information and/or electronic documents and/or their printed results are legal evidence that is legitimate. Article 18, paragraph (1) electronic transactions that are poured into electronic contracts are binding on the parties. Article 28, paragraph (1) reads that everyone intentionally and without rights spreads false and misleading news that results in consumer losses in electronic transactions. Acts, as described in Article 28 paragraph (1) of the ITE Law, are punishable by a maximum imprisonment of 6 (six) years and/or a maximum fine of Rp. 1 billion (Article 45 paragraph (2) of the ITE Law).³⁵

Whereas Law Number 8 of 1999 concerning Consumer Protection in its role in protecting consumers, especially in protecting consumers of goods, is considered quite good. This can be proven that in Law Number 8 of 1999 concerning Consumer Protection, there are many provisions regarding the rights and obligations that should be obtained by consumers. Consumers, according to Law Number 8 of 1999 concerning Consumer Protection, are users whose rights and obligations must be protected from business actors who "tend" to do various ways to be able and able to sell their products, although sometimes they are a little "forceful".³⁶

This is certainly done by business actors both at the producer and distributor level by introducing products that are more likely to be "arrogant" by exaggerating products/electronic goods both through visual and audio approaches and even verbally through direct selling. Efforts by business actors (producers and distributors) to introduce their products visually are by doing advertisements on television media which tend to impose the quality and selling power of their products even though the quality and selling power of their products are not as good as those offered in advertisements. Likewise, in introducing products through audio and images, business actors only introduce products through the voice that the resulting product has the most luxurious quality among other similar goods on the market and has a high spare part and after-sales service compared to other products another kind.³⁷

³² Arif Rahman, "Consumer Dispute Resolution through the Consumer Dispute Resolution Agency (BPSK) of Serang City," *Journal of Legal Sciences* 2, no. 1 (2018).

<https://doi.org/10.30656/ajudikasi.v2i1.573>.

³³ I D S LECTURE, "Consumer Protection Law," *TEACHING BOOK*, 2015.

³⁴ Augustine Samosir, "CONSUMER DISPUTE RESOLUTION BY CONSUMER PROTECTION SETTLEMENT AGENCY," *Legal Standing: Journal of Legal Sciences* 2, no. 2 (2018): 133-42.

<https://doi.org/10.24269/ls.v2i2.1245>.

³⁵ Yapiter Marpi and S Kom, *Legal Protection of Consumers for the Validity of Electronic Contracts in E-Commerce Transactions* (PT. SELF-MEDIA ZONE, 2020).

³⁶ Samosir, "CONSUMER DISPUTE RESOLUTION BY THE CONSUMER PROTECTION SETTLEMENT AGENCY."

³⁷ Marpi and Kom, *Legal Protection of Consumers for the Validity of Electronic Contracts in E-Commerce Transactions*.

Worse yet, producers or distributors in carrying out their business carry out introductions and sales through direct selling to consumers by offering high-price discounts by making various efforts should be taken by each seller in persuading potential consumers to want to buy the products it sells. This kind of condition causes an imbalance between business actors and users of goods products. In the case above, business actors tend to wash their hands of all forms of complaints that occur to consumers. The problems above have experienced a problem, and therefore, their rights as consumers need to be protected.³⁸

To solve the problems experienced by consumers, they need protection against cases that happen to them in the use of goods. Meanwhile, consumers need protection in terms of replacing products that have been purchased due to damage before the warranty period expires. In this case, non-governmental consumer protection institutions have the opportunity to play an active role in realizing consumer protection, one of which is dispute resolution. Every consumer who feels aggrieved can file a lawsuit against a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court environment. In addition to filing a lawsuit to the court, the violated party can file a lawsuit out of court based on the voluntary choice of the disputing parties. The settlement of this dispute, of course, also does not eliminate criminal responsibility as regulated in the Act.³⁹ However, if a consumer dispute resolution effort has been chosen outside the court, a lawsuit through the court can only be taken if the effort is declared unsuccessful by one of the parties or by the other disputing parties.

In carrying out a lawsuit for a violation of this business actor, it can be carried out by a consumer who is harmed or the heir concerned, a group of consumers who have the same interest, a non-governmental consumer protection agency that meets the requirements, namely in the form of a legal entity or foundation which in its articles of association expressly states that the purpose of the establishment of the organization is for the benefit of consumer protection and has carried out activities by its articles of association. The claim made by the plaintiff above can be submitted to the general court. If the dispute resolution outside the court must be taken by the plaintiff and the defendant, then the settlement of consumer disputes outside the court is held to reach an agreement regarding the form and amount of compensation and or regarding certain actions to ensure that the losses suffered by consumers will not happen again or will not happen again.⁴⁰

To resolve this dispute, the plaintiff may, alone, a group, or through a consumer protection agency or institution can, file a lawsuit against the defendant based on the applicable provisions. In resolving consumer dispute resolution, the government establishes an agency located at level II regions to resolve consumer disputes out of court. Those who can be appointed as members of this consumer dispute settlement agency are people who must meet the following requirements:⁴¹

- a. Indonesian citizens;
- b. able-bodied;
- c. Well behaved; never been convicted of a crime;
- d. Have knowledge and experience in the field of consumer protection;
- e. Be at least 30 (thirty) years old.

The duties and authorities in consumer dispute resolution include:⁴²

- a) Carry out handling and settlement of consumer disputes through mediation, arbitration, and conciliation;
- b) Provide consumer protection consulting;
- c) Supervise the inclusion of standard clauses;
- d) Reporting to the general investigator if there is a violation of the provisions of law.
- e) Receive written and unwritten complaints from consumers regarding violations of consumer protection;
- f) Conduct research and examination of consumer protection disputes;
- g) Summon business actors suspected of having violated consumer protection;

³⁸ Khotbatul Laila, "Legal Protection of Consumers For Advertisements That Violate Advertising Procedures," *Journal of Legal Horizons* 8, no. 1 (2017): 64-74.

<https://doi.org/10.26905/idjch.v8i1.1732>.

³⁹ Beby Suryani Fithri, Riswan Munthe, and Anggreni Atmei Lubis, "The Ultimatum Remedium/The Last Resort Principle Against Business Actors in Consumer Protection Law," *DOKTRINA: JOURNAL OF LAW* 4, no. 1 (2021): 68-83.

<https://doi.org/10.31289/doktrina.v4i1.4918>.

⁴⁰ Zaenal Arifin and Muhammad Iqbal, "Legal Protection of Registered Marks," *Journal of Ius Constituendum* 5, no. 1 (2020): 47-65.

<https://doi.org/10.26623/jic.v5i1.2217>.

⁴¹ S H Yusuf Shofie, *Capita Selecta of Consumer Protection Law in Indonesia* (Citra Aditya Bakti, 2008).

⁴² Duwi Handoko, *Consumer Dispute Resolution Law* (Eve and AHWA, 2019).

- h) Summon and present witnesses, expert witnesses, and or anyone who is deemed to know the violation of this law;
- i) Request assistance from investigators to present business actors, witnesses, expert witnesses, or any person referred to if they are willing to comply with the summons of the consumer dispute settlement agency.
- j) Obtain, examine and or evaluate letters, documents, or other evidence for investigation and or examination;
- k) Decide and determine whether or not there is a loss on the part of the consumer;
- l) Notify the decision business actors who violate consumer protection;
- m) Imposing administrative sanctions on business actors who violate the provisions of the law.

For the sake of mutual interest, the consumer dispute settlement agency is obliged to issue a decision no later than 21 (twenty-one) working days after the lawsuit is received. The sanctions that can be imposed in the settlement of consumer disputes in terms of administrative sanctions are;

1. The consumer dispute settlement agency has the authority to impose administrative sanctions on business actors who violate Article 19, paragraphs (2) and (3), Article 20, Article 25, and Article 26.⁴³
2. Administrative sanctions in the form of stipulating compensation for a maximum of Rp. 200,000,000.00 (two hundred million rupiahs);
3. The procedure for determining administrative sanctions, as referred to in paragraph (1), shall be further regulated in laws and regulations.

In addition to administrative sanctions, business actors can also be subject to criminal sanctions if they are proven legally and convincingly to commit criminal acts in the context of committing fraud against their homemade products that are consumed by consumers. The intended criminal sanctions are;

1. Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 1 paragraph (1) letter a, letter b, teacher c, paragraph 2 and Article 18 shall be subject to criminal penalty imprisonment for a maximum of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah);
2. Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letter d and letter f shall be punished with imprisonment for a maximum of 2 (two) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiahs);
3. Violations that result in serious injury, serious illness, permanent disability, or death shall apply to the applicable criminal provisions.

Against sanctions regulated by the provisions regulated through administrative sanctions or criminal sanctions, additional penalties may also be imposed in the form of:

- a) confiscation of certain goods;
- b) Announcement of judge's decision;
- c) Payment of compensation;
- d) Orders to stop certain activities that cause consumer losses;
- e) The obligation to withdraw goods from circulation; or
- f) Revocation of business license.

Therefore, to strive for consumer protection, the plaintiffs, through consumer protection institutions, can hold business actors accountable for actions taken by business actors who intentionally or unintentionally commit fraudulent actions against users (consumers) to get the maximum profit. -the amount at the expense of the rights that were originally accepted by the consumer society.⁴⁴

For this reason, in this case, the Government, through Law Number 8 of 1999 concerning Consumer Protection, regulates each business actor and user of goods and or services products regarding their respective rights and obligations as well as the efforts that can be taken by each party if someday there will be a dispute. In dispute resolution, the government acknowledges that this dispute resolution can be reached in 2 (two) ways, namely dispute resolution through the courts and dispute resolution outside the court. Dispute resolution through court media, meanwhile, is still rarely done by business actors and consumers. This is felt;

⁴³ See Chapter 19 verse (2) and verse (3), Chapter 20, Chapter 25, and Chapter 26.

⁴⁴ Handoko, *Consumer Dispute Resolution Law*.

the process leading to the court process is considered quite convoluted and requires a relatively long time, and the results obtained are sometimes not as expected.⁴⁵

In addition to resolving disputes through this court, the Government also recognizes dispute resolution outside the court. This kind of dispute resolution is more common in Indonesia. This is because, in this dispute resolution process, business actors and consumers can sit down together to carry out a mediation process in resolving problems related to buying and selling activities and post-sales. This kind of dispute resolution is certainly prone to cases of fraud and the egos of business actors who have higher power than consumers to make it appear that consumers are the ones who commit fraud and mistakes that cause disputes. For example, business actors tend to make an argument that the damage that occurs to electronic goods is due to the user's negligence and so on. For this reason, consumers need to be prepared to take better legal remedies so that in carrying out business activities, they need to get protection and not commit public fraud against goods and or services in the community.⁴⁶

4. Conclusion

Based on the description above, it can be concluded that: first, regulations related to consumer protection are regulations that were born long before the development of technology. The Consumer Protection Act, of course, strives for consumer goods used by consumers to fulfill their needs or as a means of satisfying human needs, so they do not feel cheated by parties who intentionally commit a crime. Based on Article 1 point 3 of Law Number 8 of 1999 concerning Consumer Protection, what is meant by a business actor is any person or individual, or business entity, whether in the form of a legal entity or not, a legal entity established and domiciled or carrying out activities within the legal area. The Republic of Indonesia, either alone or jointly, through an agreement to carry out business activities in various economic fields. Law Number 8 of 1999 concerning Consumer Protection only covers issues of rights and obligations that were originally carried out by consumers and business actors, dispute resolution agencies consumers, consumer protection agencies, and supervision and guidance as well as sanctions and transitional rules, but it is also necessary to have a clear classification of the type of crime and in the category that is dangerous or not. With specialization in the category of types of actions that can violate consumer rights, business actors still feel they do not understand the boundaries of what should be done and what should not be done. So this, of course, makes business actors feel scapegoated for all products made by business actors.

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References

- [1] Arifin, Z and Muhammad I. (2020). Legal Protection of Registered Marks. *Journal of Ius Constituendum* 5(1): 47–65.
- [2] Atsar, A and Rani A. (2019). *Consumer Protection Law Textbook*. Deepublish.
- [3] Barkatullah, A H. (2019). *Consumer Rights*. Nusamedia.
- [4] Efendi, J and Johnny I. (2018). Legal Research Methods: Normative And Empirical.
- [5] Erlinawati, M, Widi N, Heldia N and Hi Z. (2017). Implementation of Law Number 8 of 1999 concerning Consumer Protection of Online Business. *Law Porch* 1(1) 111–26.
- [6] Fithri, B S, Riswan M and Anggreni A L. (2021). The Last Resort Principle Against Business Actors in Consumer Protection Law. *DOKTRINA: JOURNAL OF LAW* 4: 68–83.
- [7] Gunawan, J. (2018). Strict Liability Controversy In Consumer Protection Law. *Veritas et Justitia* 4: 274–303.
- [8] Judge, L. (2021). Textbook of Introduction to Business Law (Edition of the Job Creation Law)
- [9] Hamid, A H and M H SH. (2017). *Indonesian Consumer Protection Law*. Vol. 1. LEGITIMATE MEDIA
- [10] Handoko, D. (2019). *Consumer Dispute Resolution Law*. Eve and AHWA.
- [11] Istianah, I and Gemala D. (2022). Maşlahah's analysis of the concept of halal self-declaration before and post-enactment of the Job Creation Law. *Al-Ad: Law Journal* 14 85–109.
- [12] Jotyka, G and I-Gusti K. (2021). Procedures for Registration and Transfer of Marks and Legal Protection of Famous Marks According to Law Number 15 of *Ganesha Law Review* 3, no. 2: 125–39.
- [13] Kholil, M. (2018). Empirical Review of Article 480 of the Criminal Code concerning The Custody of Consumer Rights in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. *Bonum Commune Journal of Business Law* 1: 53–60.
- [14] Kristiyanti, C T. (2022). *Consumer Protection Law*. Rays Grafika.
- [15] LECTURES, IDENTITY COURSES, and I D S LECTURES. (2015). Consumer Protection Law. *AJAR BOOK*

⁴⁵ Indah Fitriani Sukri, "IMPLEMENTATION OF THE JOB CREATION LAW ON THE IMPLEMENTATION OF HALAL CERTIFICATION AND HALAL PRODUCTS IN INDONESIA," *National Law Magazine* 51, no. 1 (2021): 73-94.
<https://doi.org/10.33331/mhn.v51i1.139>.

⁴⁶ Yusuf Shofie, *Capita Selecta of Consumer Protection Law in Indonesia*.

- [16] Laila, K. (2017). Legal protection of consumers for advertisements that violate advertising procedures. *Journal of the Legal Horizon* 8(1): 64–74.
- [17] Marpi, Y and Kom. S. (2020). *Legal protection of consumers for the validity of electronic contracts in e-commerce transactions*. Pt. SELF-MEDIA ZONE.
- [18] Nasution, A. (2017). Consumer Protection Law at a Glance. *Journal of Law & Development* 16: 568–81.
- [19] Natalia, H. (2017). Legal Protection of Consumers In E-Commerce Transactions. *Malaynesia Law* 1: 111–26.
- [20] Poernomo, S L. (2019). Contractual Standards In Consumer Protection Law Perspective. *Journal of De Jure Law Research* 19 109–20.
- [21] Rahman, A. (2018). Consumer Dispute Resolution through the Consumer Dispute Resolution Agency (BPSK) of Serang City. *Journal of Legal Sciences* 2.
- [22] Rahmayani, N. (2018). Review of Consumer Protection Law related to supervision of financial technology-based companies in Indonesia. *Pagaruyuang Law Journal* 2: 24–41.
- [23] Rianti, N. (2017). The responsibility of business actors towards consumers in the event of short weighting is reviewed from the Law of the Republic of Indonesia No. 8 of 1999 concerning Consumer Protection. *Journal of Master of Law Udayana* 6: 521–37.
- [24] Samosir, A. (2018). CONSUMER DISPUTE RESOLUTION BY THE CONSUMER PROTECTION SETTLEMENT AGENCY. *Legal Standing: Journal of Legal Sciences* 2: 133–42.
- [25] Setyowati, R. (2009). BAGIMESINPERBANKANSYARIAH, 205–12.
- [26] Siregar, G T P, and Muhammad R L. (2021). SOCIALIZATION OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION WITHIN DARMA AGUNG UNIVERSITY." *PKM Advanced UDA* 1 100–106.
- [27] Sukri, B F. (2021). IMPLEMENTATION OF THE JOB CREATION LAW ON THE IMPLEMENTATION OF HALAL CERTIFICATION AND HALAL PRODUCTS IN INDONESIA. *National Law Magazine* 51: 73–94.
- [28] Susanti, D I and M SH. (2021). *Legal Interpretation: Theories and Methods*. Ray Grafika (Earth Script)
- [29] Susanto, H. (2008). *Consumer rights if harmed*. Visimedia.
- [30] Suwandono, A. (2016). The implications of the Financial Services Authority Act on the protection of financial services consumers are linked to the Consumer Protection Act. *Journal of Perspectives* 21
- [31] Tampubolon, R S. (2016). Legal protection efforts for consumers are reviewed from the Consumer Protection Act. *Scientific Journal of Advocacy* 4, 53–61.
- [32] Ulfa, E H. (2020). No title. *SELL Journal* 5, 55.
- [33] Yusuf S S H. (2008). *Capita Selecta of Consumer Protection Law in Indonesia*. Citra Aditya Bakti.