

## RESPONSIBILITIES OF BUSINESSES IN ACHIEVE FAIR CONSUMER PROTECTION

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### ABSTRACT

*This study aims to examine, to analyze and formulate the responsibilities of business actors to consumers, weaknesses in consumer protection laws and equitable consumer protection. The research method used is juridical empirical. This research is qualitative research, the type of data used is primary and secondary data. Data collection techniques through literature and field studies, interviews and questionnaires). The data collected were analyzed through descriptive analytic. The results of the study found that the responsibility of business actors for consumer losses, but in practice it is difficult to claim it, so consumers tend to be passive and do not demand their rights. Weaknesses in the Consumer Protection Act do not provide guarantees about the public's right to information (public access to information). information) broadly, does not regulate liability without fault or better known as strict liability, the responsibility of business actors should be given to consumers who are harmed without considering the presence or absence of an element of error. Moreover, strict liability is very commonly applied in the provisions of consumer protection law in other countries. The reverse proof is also limited to proving the element of error. In fact, legal liability (civil) also includes elements of a causal link. It is necessary to prove the loss borne by the consumer because it is caused by the goods or services produced by the business actor, in addition to the element of error; There is a contradiction regarding the reverse proof. Reverse evidence is quite well accommodated in the provisions of Article 22 of Law Number 8 of 1999 concerning Consumer Protection. However, in the explanation of the article, the proof is borne by the consumer. Consumer protection is needed to create a sense of security for consumers in completing the necessities of life. Consumer protection needs must also be impartial and must be fair. Consumers and producers have the right to receive benefits that are not detrimental to either party. Disclosure of information is also the main benchmark that producers do to consumers, in order to gain trust and comfort for consumers as users of goods or service products.*

**Keywords:** responsibility; business actors; consumers; justice; protection;

### INTRODUCTION

Entering the industrial era when the industrial revolution occurred, shipping services began to improvise to be more efficient, namely by using modes of transportation such as ships and trains. Until now courier services are increasingly advanced again assisted by technological advances that make it easier for someone to send or be sent goods.<sup>1</sup>

The transportation system and network in Indonesia is currently dominated by land transportation (roads). This dominance is partly due to the fact that land transportation costs are lower than the sea and air sectors. Land transportation used by the community is not only used to transport passengers (individuals) but land transportation is also used to transport goods.<sup>2</sup>

Goods delivery service providers play an important role in the distribution of goods because it makes it easier for humans to deliver goods quickly and precisely. The number of facilities that can be used to do this, is ultimately provided through services that suit your needs.

Currently, goods delivery service providers can be accessed easily. This has provided benefits to the community to send goods using freight forwarding services. This is a sign that the shipping service business in Indonesia is currently growing rapidly.

Delivery of goods carried out by shipping service companies on agreements made by the public as consumers of goods purchases. Currently, the transaction or sale and purchase agreement of goods is no longer conventional but also uses the services of online buying and selling transactions, where the goods that have been agreed upon between the seller and the buyer are sent via a freight forwarder.<sup>3</sup> This is a form of efficiency and has practical value for people who are busy and do not have enough time to conduct transactions directly.<sup>4</sup>

The protection of consumer rights in Indonesia has been regulated in a complex manner in Law Number 8 of 1999 concerning Consumer Protection which states that "Consumers are people who use goods and/or services available in the community, both for their own interests, for other people's families. as well as other living things and are not to be traded."

<sup>1</sup>Ukie Tukinah, Teguh Prasetyo, Anis Mashdurohaturun, Reconstruction Of Legal Protection Arrangements For Consumers In Ecommerce Transactions Based On Justice Value, ISSN: 2320-5407 Int. J. Adv. Res. 8(03) 2020, pp.478-485.

<sup>2</sup> Sutatip yuthayotin,(2015), Access to justice in transnational b2c e-commerce, a multidimensional analysis of consumer protection mechanisms, switzerland: springer, p.1.

<sup>3</sup> Traditional economics with conventional methods, where customers come to the store to make purchase transactions, are felt to be less efficient because of the time taken up quite a lot, among others, for activities to go to the store and queue. In the future, it will turn into a digital economy where customers don't have to bother to come to the store and queue when they are going to make a purchase transaction, simply by using a computer or mobile phone that is connected to the internet at any location, the buyer can easily and quickly make a purchase transaction.

<sup>4</sup> Mashdurohaturun, A., Lestari, F., Tukinah, U. Consumer protection of the listing of standard clause in e-commerce transactions based on the value of Pancasila justice *International Journal of Advanced Science and Technology*, 2020, 29(6), pp. 1520–153

In the midst of increasingly fierce global competition, companies are required to always make new innovations in order to meet consumer needs. Currently, in Indonesia there are many companies that are engaged in shipping services to various areas by land, sea and air.

An increase in the number of consumers becomes a very valuable asset for companies in increasing profitability. In the end, not all goods delivery service companies are able to face competition with other service companies. Goods delivery service companies currently not only serve the delivery of goods conventionally but also for the delivery of goods ordered through online transactions or agreements. In fact, in addition to existing companies, currently developing goods delivery services via online are provided directly by the online company.

Goods delivery service companies are currently able to develop services and distribution to various regions to promote and maintain their trading business, but it is not uncommon for errors to occur that can harm consumers who use these goods delivery services, starting to lose goods, damage to goods or delays in delivery, goods delivered incorrectly, wrong address, the goods do not match what was purchased, this is due to an error on the part of the delivery service company or the fault of the seller who due to intentional or error is also responsible for things that occur when the goods are delivered.

Based on the above background, it is interesting to examine in depth the responsibilities of business actors to consumers, weaknesses in consumer protection laws and equitable consumer protection.

## RESEARCH METHOD

The research method used is juridical empirical. This research is a qualitative research, the type of data used is primary and secondary data<sup>5</sup>. Data collection techniques through literature and field studies, interviews and questionnaires).<sup>6</sup> The data collected were analyzed through descriptive analytic.<sup>7</sup>

## DISCUSSION

Consumers as "Every person who uses goods and/or services available in the community, both for the benefit of oneself, family, other people, and other living creatures and not for trading."<sup>8</sup> Experts on consumer issues in the Netherlands, Hondius concluded, legal experts generally agree to define consumers as users of the final production of goods and services.<sup>9</sup>

Consumers In the UUPK Article 1 point 1 provides an understanding of consumer protection, namely all efforts to ensure legal certainty to provide protection to consumers. According to AZ. Nasution, defines consumer protection as the overall principles and rules that regulate and protect consumers in their relationships and problems with providers of consumer goods and/or services. Nasution added that consumer protection law is part of consumer law which contains principles or rules that are regulating, and also contains characteristics that protect consumers. As for consumer law, it is defined as the overall principles and legal rules governing problems between various parties with one another relating to consumer goods and/or services, in social life.<sup>10</sup>

According to the Business English Dictionary, consumer protection is protecting consumers against unfair or illegal traders. The Black's Law Dictionary defines a state that safeguards consumers in the use of goods and services. Consumer Protection is a term used to describe the legal protection provided to consumers in an effort to meet their needs from things that are detrimental to the consumers themselves. The consumer protection law states that consumer protection is all efforts that ensure legal certainty to provide protection to consumers. Consumer protection has a broad scope, including consumer protection for goods and services, starting from the activity stage to obtain goods and services to the consequences of using these goods and/or services.<sup>11</sup>

Consumer protection is very important or main in all transactions, be it buying and selling or providing services. As the basis for legal determination, the principle of consumer protection is regulated in Article 2 of Law Number 8 of 1999 concerning Consumer Protection, with the following explanations:<sup>12</sup>

1. Benefit Principle  
Consumers as well as business actors or producers are entitled to the benefits provided. It must not be one of the two parties, so that neither party feels the benefit or loss.
2. The Principle of Justice  
Consumers and producers/business actors can act fairly with the acquisition of rights and obligations in a balanced or equitable manner.
3. The Principle of Balance  
A balance between the rights and obligations of producers and consumers with reference to consumer protection laws.
4. Principles of Security and Safety

<sup>5</sup> Anis Mashdurohatun, Naili, Y.T.Teguh Prasetyo, Amin Purnawan, Regulating the Management of Private Higher Education Based on the Values of Justice *Journal of Legal, Ethical and Regulatory Issues*, 2021, 24(5), pp. 1–9

<sup>6</sup> Efendi, J. And Ibrahim, J. Metode Penelitian Hukum: Normatif dan Empiris, Prenada Media, Jakarta, (2018)

<sup>7</sup> Anis Mashdurohatun, N Kamaliya, Legal protection of consumer reviews in social media based on local wisdom values *International Journal of Advanced Science and Technology*, 2020, 29(6), pp. 1511–1519

<sup>8</sup> Abdul Halim Barkatullah, 2010, Consumer Rights, Nusa Media, Bandung, p. 30.

<sup>9</sup> Susanti Adi Nugroho, 2015, Consumer Dispute Resolution Process Judging from the Procedural Law and Constraints and Implementation, Prenadamedia, Jakarta, Third Printing, p. 60.

<sup>10</sup> Ahmad Zuhairi, 2016, Consumer Protection Law & Its Problems, G.H. Publishing, Jakarta, p. 17.

<sup>11</sup> Zulham, 2013, Consumer Protection Law, Kencana, Jakarta, p. 21-22.

<sup>12</sup> Daud Silalahi & Lawencon Associates (DSLAs), Safe Consumer Protection by the Consumer Protection Act, <https://www.dslslawfirm.com/perindungan-konsumen/>, accessed 9 November 2021.

A legal guarantee that consumers will benefit from the product they consume/use and vice versa that the product will not interfere with the safety of their lives and property.

5. The principle of legal certainty

A provision of legal certainty for producers and consumers in complying with and carrying out legal regulations with what are their rights and obligations. This is done without imposing responsibility on either party, and the state guarantees legal certainty.

Rights as consumers are regulated in Law Number 8 of 1999 concerning Consumer Protection which is based on the 1945 Constitution Article 5 paragraph (1), Article 21 paragraph (1), Article 27, and Article 33 which can be known as follows:<sup>13</sup>

1. Right to Choose Goods/Services

Consumers have full rights in choosing goods/services that will later be used or consumed. No one has the right to regulate even the manufacturer concerned. Likewise, the right to examine the quality of goods/services to be purchased or used in the future.

2. Right to Compensation and Compensation

Consumers have the right to receive compensation or compensation for losses they receive in a sale and purchase transaction. If there is no match in the image or quality, the consumer has the right to make a claim against the manufacturer.

3. Right to Get the Right Goods/Services

Consumers have the right to get products and services in accordance with the written agreement. For example, in online transactions, if there is a free shipping service, then the application must be like that. If it is not appropriate, the consumer has the right to claim that right.

4. The Right to Receive the Truth of All Certain Information

The most important thing for consumers is to find out what information is related to the products they buy. Manufacturers are prohibited from covering up or reducing information related to their products or services. For example, if there is a defect or lack of goods, the manufacturer is obliged to provide information to consumers.

5. Service Rights Without Discrimination

Discriminatory behavior against consumers is a form of violation of consumer rights. The services provided by the producer must not show the difference between one consumer and another.

As already explained, consumer protection is intended to provide certainty, security and legal balance between producers and consumers. The purpose of making consumer protection can be explained in Article 3 of Law Number 8 of 1999 concerning Consumer Protection, which can be explained as follows:<sup>14</sup>

1. Increase consumer awareness, ability, and independence to protect themselves;

2. Elevating the dignity of consumers by preventing them from negative excesses of using and/or services;

3. Increasing the empowerment of consumers in choosing, determining, and demanding their rights as consumers;

4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information;

Protection of consumers is seen as materially and formally increasingly felt very important, given the increasing speed of science and technology which is the driving force for the productivity and efficiency of producers for the goods and services they produce in order to achieve business goals. Consumer protection is an integral part of sound business activities. In a healthy business activity there is a balance of legal protection between consumers and producers. Indonesia already has several laws and regulations that protect consumers. Laws and regulations that protect consumers include Law Number 8 of 1999 concerning Consumer Protection.

In Article 1 point 1 it is stated that: "Consumer Protection is all efforts that guarantee legal certainty to provide protection to consumers." This Consumer Protection Law refers to the philosophy of development which basically includes the development of laws that provide protection to consumers in the context of building a complete human being based on the philosophy of the state of the Republic of Indonesia, namely Pancasila and the 1945 Constitution of the Republic of Indonesia. In Burgerlijk Wetboek or the Civil Code there are also provisions that tend to protect consumers, such as in several Articles of Book III, Chapter IV, Part II starting from Article 1365.<sup>15</sup>

In the laws and regulations, several obligations have been regulated by the transportation company in running its business, as well as the shipping company where this provision also applies. However, it turns out that if in carrying out these obligations unwanted things occur or there are also violations committed by the transportation company or shipping company, the company must be responsible. Full responsibility is on the part of the shipping company or shipping company. The following are some of the responsibilities that must be carried out by the transportation company or shipping company if something happens to the delivery goods, namely:<sup>16</sup>

### 1. Responsible for Lost or Stolen Items and Provide Compensation Suffered by the Owner of the Goods

If the goods being transported are lost/stolen or damaged due to the fault or negligence of the carrier company, then he must be responsible for it. The responsible action of the transport company or shipping company is in accordance with the provisions in Article 1366 of the Civil Code which reads: "Everyone is responsible not only for losses caused by his actions, but also for losses caused by negligence or carelessness".

<sup>13</sup> *Ibid.*

<sup>14</sup> *Ibid.*

<sup>15</sup> Chikie Nagin, Legal Protection for Consumers Who Suffer Loss Due to Delivery of Goods by Expeditionary Companies According to Law Number 8 of 1999 concerning Consumer Protection, *Lex Crimen Journal*, Volume VI Number 4, June 2017, pp. 62-63.

<sup>16</sup> *Ibid.*, p. 63-65

This responsibility for compensation is clarified again in Article 188 of Law Number 22 of 2009 concerning Road Traffic and Transportation which reads: "Public Transportation Companies are responsible for losses suffered by the sender of goods, because the goods are destroyed, lost or damaged as a result of the transportation operation. unless it is proven that the destruction, loss or damage of the goods is caused by an event that cannot be prevented or avoided or the sender's error.

Law Number 8 of 1999 concerning Consumer Protection also obliges the transportation company or expedition company to compensate for damage to the delivery goods. This is regulated in Article 19 paragraph (1) which reads: "Business actors are responsible for providing compensation for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded".

## 2. Responsible for Unlawful Acts of Employees (Employment Tort)

For what is done by workers such as drivers, the transportation company must be responsible. This is confirmed in Article 1367 of the Civil Code which reads: "A person is not only responsible for losses caused by his own actions, but also for losses caused by the actions of people who are his dependents or caused by goods under his control." . Furthermore, in Article 1367 of the Civil Code it is stated that: "Employers and people who appoint other people to represent their affairs, are responsible for losses caused by their servants or subordinates in carrying out the work assigned to these people".

The responsibility of the transportation company or shipping company for the actions carried out by its workers is also regulated in Law Number 22 of 2009 concerning Traffic in Article 191 which reads: "Public Transportation Companies are responsible for losses caused by all actions of people employed in activities transportation management".

From the regulation of these two laws, namely the Civil Code (KUHPerdata) and the Traffic Law, transportation or shipping companies for unlawful acts committed by their employees, 2 (two) forms of liability emerge, namely:

- a. Responsibility for the actions of others In the first paragraph of Article 1367 of the Civil Code, this responsibility is clearly stated, where it is determined that a responsibility is created when a person who is his dependent commits an act that causes harm to another party.
- b. The responsibility of the employer (company) to its workers. The third paragraph in Article 1367 of the Civil Code states that basically an employer or a company is charged with liability for losses caused by the actions of its workers related to their work or their duties.

## 3. Responsibilities Included in the Business License, these responsibilities consist of:

- a. Responsible for what was agreed and settle all legal claims. The sanction for neglecting this responsibility is the revocation of the transportation company's business license.
- b. Responsible for all consequences arising from the delivery of goods using the documents published. The transportation company must be responsible for all consequences arising from the delivery of goods using the documents it has issued. This responsibility is the responsibility listed in every transportation service business license in general. The sanction for violating this responsibility is the revocation of the business license.
- c. Responsible for handing over the goods he takes care of and covering insurance against him. The transportation service company must be responsible for the delivery of the goods it manages in accordance with the general requirements applicable to the transportation management service company and must cover adequate transportation management service business insurance. The sanction for violating this responsibility is the revocation of the business license.

In Law No. 22 of 2009 concerning Road Traffic and Transportation Article 193 it is stated that sanctions for transportation companies that cause losses to consumers must be held accountable. This is further emphasized in Article 19 of Law Number 8 of 1999 concerning Consumer Protection which stipulates that:<sup>17</sup>

1. Business actors are responsible for providing compensation for damage, pollution and or consumer losses due to consuming goods and/or services produced or traded.
2. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of a similar or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of the applicable laws and regulations.

The provisions of Article 19 of Law Number 8 of 1999 concerning Consumer Protection clearly emphasizes that whatever happens that causes harm to consumers is the responsibility of the business actor in this case is the Expeditionary Company. Things that cause harm to consumers who use shipping companies, for example, are goods sent that are defective, destroyed or lost.<sup>18</sup>

Based on Law Number 8 of 1999 concerning Consumer Protection, legal protection for consumers using shipping companies can be seen in the application of Article 4, Article 6 and Article 7. Article 4 of Law no. 8 of 1999 concerning Consumer Protection regulates the rights of consumers. Article 4 letter a confirms that consumers have the right to comfort, security and safety in consuming goods and/or services. Defective or even missing shipping goods are certainly very disturbing for the comfort and harming the consumer community using the shipping company. Article 4 letter c emphasizes that consumers have the right to obtain correct, clear and honest information, relating to defective or lost shipping goods, consumers sometimes do not get correct information and sometimes there is no notification at all from the Expeditionary Company.

Likewise, the uncomfortable condition felt by consumers if they will report defective / damaged or lost delivery goods. Expeditionary companies are slow in servicing consumer complaints. It is clear that such action is not in accordance with the provisions in Article 4 letter d of Law Number 8 of 1999 which stipulates that "consumers have the right to have their opinions and complaints heard on the goods and/or services used." Article 4 letter e stipulates that consumers are entitled to proper advocacy,

<sup>17</sup> *Ibid.*, p. 65

<sup>18</sup> *Ibid.*

protection and efforts to resolve consumer protection disputes. Article 4 letter h emphasizes that consumers have the right to receive compensation, compensation and/or replacement, but this right is not known by most of the customers.<sup>19</sup>

According to Article 6 letter a of Law Number 8 of 1999 concerning Consumer Protection, business actors are required to receive payments in accordance with the agreement regarding the conditions and exchange rates of traded goods and services. On the other hand, business actors are obliged to guarantee the quality of goods and services traded based on the provisions of the applicable quality standards of goods and services. Meanwhile, consumers have the right to choose goods and services and to obtain these goods and services in accordance with the exchange rate and the promised conditions and guarantees. These rights and obligations must be carried out in a balanced manner. While the right of the shipping company is to get payment for the goods sent in accordance with the agreement made with the sender of the goods.

There are several articles in the Consumer Protection Act that regulate the obligations of the Expeditionary Company, namely:<sup>20</sup>

- (a) Article 7 letter b of Law Number 8 of 1999 concerning Consumer Protection emphasizes that business actors are obliged to provide true, clear and honest information regarding the conditions and guarantees of goods and/or services as well as provide explanations on their use, repair and maintenance. Article 7 letter f relates to Article 4 letter e. In essence, this compensation system already exists, that the consumer has the right to obtain or receive compensation if it turns out that the delivery item is defective or lost.
- (b) Article 2 of Law Number 8 of 1999 concerning Consumer Protection, mentions the principle of consumer protection, namely "consumer protection based on benefits, justice, balance, consumer security and safety, and legal certainty". The principles of consumer protection are basically to protect consumers and provide assurance that consumers actually receive their rights as regulated in the laws and regulations.
- (c) Article 3 of Law Number 8 of 1999 concerning Consumer Protection discusses the objectives of consumer protection as follows:
  1. Increase consumer awareness, ability and independence to protect themselves.
  2. Raise the dignity of consumers by avoiding them from negative access to the use of goods or services
  3. Increasing the empowerment of consumers in choosing, determining, and demanding their rights as consumers.
  4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information.
  5. To raise awareness of business actors regarding the importance of consumer protection so as to foster an honest and responsible attitude in doing business.
  6. Improving the quality of goods and services that ensure the continuity of the business of producing goods and services, health, comfort, security, and safety of consumers.

From the principles and objectives of Consumer Protection as regulated in Law Number 8 of 1999 concerning Consumer Protection, if there is a violation of the law that is not impossible and can occur and is carried out by the Expeditionary Company, the rights of consumers must be protected. Law Number 8 of 1999 concerning Consumer Protection states that violations of consumer rights include, among others:<sup>21</sup>

1. Violation of consumer rights for comfort, security, and safety in consuming goods and services.
2. Violation of the consumer's right to choose goods and services and to obtain these goods and services in accordance with the exchange rate and the promised conditions and guarantees.
3. Violation of consumers' rights to have their opinions and complaints heard on the goods and services used.
4. Violation of the obligations of business actors to guarantee the quality of goods and services produced and traded based on the provisions of the applicable quality standards of goods and services.

Consumer complaints about poor service and the process of claiming consumer compensation for the mistakes of the shipping service provider company have become a crystallized phenomenon in Indonesia, especially in North Sumatra. For example, the complaint submitted by Afrida Sibarani who is a consumer/user of delivery services from PT. Tiki Lintas Nugraha Ekakurir (JNE) which is a division of PT. Citra van Titipan Kilat (Tiki) to MediaKonsumen.com, complaints from service users started from service users who were used to sending fruit packages to service users. On August 26, 2020, the service user sent a package containing unripe fruit from Medan to Bogor with the receipt number 040310020535920. At that time, as usual, the service user's mother always asked the JNE receiving officer whether the packing of the goods she submitted was packaged properly, but the receiving officer from the JNE side didn't check the package and just said ok, many times the service user's mother made sure the JNE party checked and informed that what was sent was food. However, the JNE receiving officer at that time was busy feeding his child and only replied that he would check the package later. The next afternoon, August 27, 2020, the service user's goods that had arrived at the Bogor Hub were not sent by the courier, even though JNE had called the service user and said the package sent was damaged and would send it that afternoon.

Service user packages are held until tomorrow night and sent to service users in a badly damaged condition. Service users suspect that the damage to the package sent by service users occurred because the JNE receiving officer in Medan did not put a "Fragile" sticker that should have been affixed to the delivery box, because what was sent was food. At that time the service user witnessed the condition of the package with the JNE courier team together.

The process of claiming compensation submitted by service users is responded to by JNE with a process that cycles for 40 days and tells service users to wait. In the end, on the morning of October 9, 2020, JNE called the service user's mother as the sender of goods/packages from Medan and said that JNE would not pay compensation on the grounds that the package was not packaged using wood. The reason should have been informed at the beginning of the delivery to the service user's mother who

<sup>19</sup> *Ibid*, p. 65-66

<sup>20</sup> *Ibid*, p. 66.

<sup>21</sup> *Ibid*, p. 66-67.

repeatedly asked the receiving officer at the JNE office to check the package.<sup>22</sup> From the case above, it shows that there is an imbalance or weak position of service users (consumers) who should be protected by the Consumer Protection Law when service users submit complaints or submit claims for compensation to service providers.

Some of the weaknesses of Law Number 8 of 1999 concerning Consumer Protection, namely:<sup>23</sup>

1. Law Number 8 of 1999 concerning Consumer Protection does not provide guarantees regarding the public's right to information (public access to information) broadly. For example, access to information regarding the results of research on goods/services concerning consumer safety, such as by the National Consumer Protection Agency. The right to information in the law is very limited to the right to information about the conditions and guarantees of goods or services (Article 4).
2. Liability without fault, or better known as strict liability, is not regulated in Law Number 8 of 1999 concerning Consumer Protection. In fact, the responsibility of business actors should be given to consumers who are harmed without considering whether there is an element of error. Moreover, strict liability is very commonly applied in the provisions of consumer protection law in other countries.
3. The provisions of Article 28 of Law Number 8 of 1999 concerning Consumer Protection emphasize that proving whether or not there is an element of error is the burden and responsibility of business actors. This means that civil liability still requires an element of error, even though it has been regulated by reverse proof in the provisions of Article 28. The reverse proof is also limited to proving the element of error.<sup>24</sup> In fact, legal liability (civil) also includes elements of a causal link. It is necessary to prove the loss borne by the consumer because it is caused by the goods or services produced by the business actor, in addition to the element of error;
4. There are contradictions regarding the inverse proof. Reverse evidence is quite well accommodated in the provisions of Article 22 of Law Number 8 of 1999 concerning Consumer Protection. However, in the explanation of the article, the proof is borne by the consumer. Of course, this contradiction can be exploited by parties with bad intentions.

Thus consumer protection is needed to create a sense of security for consumers in completing the necessities of life. Consumer protection needs must also be impartial and must be fair. Consumers and producers have the right to receive benefits that are not detrimental to either party. Disclosure of information is also the main benchmark that producers do to consumers, in order to gain trust and comfort for consumers as users of goods or service products.

## CONCLUSION

Consumer protection is very important or main in all transactions, be it buying and selling or providing services. The responsibility of business actors for consumer losses, but in practice it is difficult to claim it, so consumers tend to be passive and do not demand their rights. Weaknesses in Law Number 8 of 1999 concerning Consumer Protection, it does not provide guarantees regarding the public's right to information (public access to information) broadly, does not regulate liability without fault or better known as strict liability. The business actor should have given it to the consumer who was harmed without considering the presence or absence of an element of error. Moreover, strict liability is very commonly applied in the provisions of consumer protection law in other countries. The provisions of Article 28 of Law Number 8 of 1999 concerning Consumer Protection emphasize that proving whether or not there is an element of error is the burden and responsibility of business actors. This means that civil liability still requires an element of error, even though it has been regulated by reverse proof in the provisions of Article 28. The reverse proof is also limited to proving the element of error. In fact, legal liability (civil) also includes elements of a causal link. It is necessary to prove the loss borne by the consumer because it is caused by the goods or services produced by the business actor, in addition to the element of error; There is a contradiction regarding the reverse proof. Reverse evidence is quite well accommodated in the provisions of Article 22 of Law Number 8 of 1999 concerning Consumer Protection. However, in the explanation of the article, the proof is borne by the consumer. Of course, this contradiction can be exploited by parties with bad intentions. Consumer protection is needed to create a sense of security for consumers in completing the necessities of life. Consumer protection needs must also be impartial and must be fair. Consumers and producers have the right to receive benefits that are not detrimental to either party. Disclosure of information is also the main benchmark that producers do to consumers, in order to gain trust and comfort for consumers as users of goods or service products.

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<sup>22</sup> Afrida Sibarani, JNE Refuses to Pay Compensation for Damage to Goods, <https://mediakonsumen.com/2020/10/10/surat-pembaca/jne-menolak-membayar-ganti-rugi-kerusakan-barang>, accessed on November 9, 2021.

<sup>23</sup> *Ibid.*

<sup>24</sup> In comparison, that in the USA, the manufacturer is held responsible for any damage that causes harm to the buyer, through the theory of "implied warranties" (implied warranty), which has been a theory in contract law, and allows the acquisition of compensation without the need for proof of negligence. This is the first time in food cases. In other cases of production, in many courts the absolute responsibility to protect consumer users has been extended even though there is no direct contractual relationship (privity of contract), with producers, either through the theory of implied warranties to consumers, namely implied by law (implication of law). law, as well as newer ones, take absolute responsibility for acts against the law an sich. In particular, absolute responsibility for this unlawful act an sich, has been found in the common law legal system. Munir Fuady, *Legal Theory of Criminal and Civil Evidence*, PT. Citra Aditya Bakti, Bandung, 2012, p. 60

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