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BUSINESS ACTOR'S RESPONSIBILITY TOWARDS CONSUMERS REGARDING THE PURCHASE OF EXPIRED FOOD ON MARKETPLACES

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ABSTRACT

Transactions on marketplaces provide speed, convenience, and practicality for consumers, which adds value for them. However, if electronic convenience is not used wisely, it can be misused by irresponsible parties, thereby harming consumers. This research aims to determine the responsibility of business actors towards consumers regarding the purchase of expired food on marketplaces. This research uses a normative juridical approach. The research results show that business actors are responsible for providing compensation, which can be in the form of refunds or replacement of goods/services of equal or equivalent value in accordance with applicable statutory regulations.

Keywords: business actor, consumer, expired, marketplace.

INTRODUCTION

In the modern era, advancements in information technology are marked by the rapid digitalization of buying and selling transaction activities. Previously, transactions could only be conducted directly or offline, but now, along with technological developments, buying and selling activities can be carried out through electronic media. The rapid development of information and communication technology has encouraged the increasing use of electronic devices such as mobile phones, computers, and laptops, which are increasingly popular among the public as means to conduct business, trade, and commerce activities.

Sellers and buyers can interact with each other even if they are located far apart through websites or applications. The presence of online stores in digital markets is increasingly developing and popular in Indonesia in the form of e-commerce or marketplaces. A marketplace is a web-based platform that connects business actors with consumers to conduct buying and selling transactions.



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Online buying and selling transactions, which fundamentally aim to provide convenience to the public, also have the potential to cause negative impacts. Electronic media can be misused as a means to commit acts contrary to norms and legal provisions, thus creating new problems in society. In addition, online buying and selling can become a medium for fraud because transactions are conducted without direct meetings between consumers and business actors, ultimately creating potential risks and losses for consumers. One common form of fraud in online buying and selling transactions is when consumers receive goods that do not match the sales agreement. For example, consumers receive processed food products that have passed their consumption date or are expired.

Based on Minister of Health Regulation Number 180/MEN.KES/PER/IV/1985 concerning Expired Food, expired food is food that has passed its expiration date. The expiration date is the last time limit when a food product is still guaranteed its quality, provided that storage is carried out according to the instructions set by the manufacturer.

Food products that have passed their expiration date have the potential to cause health problems, such as food poisoning, especially if consumed repeatedly. Expired processed food can cause health impacts with varying degrees of severity, from mild to serious disturbances, depending on the type of bacteria contained therein. Symptoms that may arise include abdominal pain or cramps, vomiting, and diarrhea, which in some cases may be accompanied by fever, chills, headaches, dizziness, skin numbness, and dehydration.

Therefore, one very important thing is to ensure optimal protection and fulfillment of consumer rights, including guaranteeing that consumers are protected from the circulation of food and medicine products that have passed their expiration dates. In relation to the widespread injustice or dissatisfaction among consumers, as well as the negligence of business actors in online transactions, every business actor must always fulfill their obligations as stipulated in Law Number 8 of 1999 concerning Consumer Protection. In accordance with the provisions stipulated in Article 8 of Law Number 8 of 1999 concerning Consumer Protection, “business actors are prohibited from producing and/or trading goods and/or services that do not include the expiration date or the best usage/utilization period for certain goods”.

In addition to being regulated in the Consumer Protection Law, the obligation to provide correct, clear, and appropriate information regarding the condition of goods and/or services is also regulated in Law Number 19 of 2016 as an amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE). To provide consumer protection, legal certainty and effective legal umbrella implementation are needed so that business actors and consumers can properly carry out their rights and obligations. Thus, all parties involved in transactions can enjoy balanced benefits and advantages.



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From the background explained above, the research problem can be formulated as follows: “How is the Responsibility of Business Actors Towards Consumers Regarding the Purchase of Expired Food on Marketplaces?”

METHOD

The research approach method used in this study is the normative juridical approach. According to Soerjono Soekanto, the normative juridical approach is legal research conducted by examining library materials or secondary data as the main research material, through exploration and analysis of various literature and statutory regulations related to the researched problem. The data collection technique applied in this research is document study.

DISCUSSION

Legal protection is a form of protection provided by law to the rights and obligations of every individual. Legal protection is divided into two forms: preventive protection and repressive protection. Preventive legal protection aims to prevent violations, among others, by providing legal certainty to consumers by regulating business actor behavior and guaranteeing consumer rights through applicable statutory regulations. This effort also serves as a socialization medium for business actors as producers regarding the importance of consumer protection and the impacts that can arise from production and goods distribution activities. Meanwhile, repressive legal protection is carried out as a law enforcement step against violations that have occurred, such as through seizure, administrative sanctions, or criminal sanctions.

To realize justice, utility, and legal certainty for consumers as well as business actors or producers in conducting their business activities, the existence of a consumer protection legal umbrella plays a very important role. Regulations regarding this matter are primarily contained in Law Number 8 of 1999 concerning Consumer Protection, as well as various other implementing regulations established by the government.

Based on Article 1 paragraph (1) of the Consumer Protection Law, it is stated that all efforts to ensure legal certainty to provide protection to consumers, in the form of protection of consumer rights with the hope that business actors do not act arbitrarily, which would ultimately harm consumer rights.

Several prohibitions for business actors in conducting their business are also listed in Article 8 of Law Number 8 of 1999 concerning Consumer Protection, including:

- a. Business actors are prohibited from producing and/or trading goods and/or services that:

1. Do not meet or comply with the required standards and statutory provisions.



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2. Do not match the net weight, net content, and quantity as stated on the label or goods tag.
3. Do not match the size, measure, weight, and actual quantity.
4. Do not match the condition, warranty, features, or efficacy as stated on the label, tag, or description of the goods and/or services.
5. Do not match the quality, grade, composition, processing process, style, model, or specific use as stated on the label or description of the goods and/or services.
6. Do not match the promises stated on the label, tag, description, advertisement, or sales promotion of the goods and/or services.
7. Do not include the expiration date on food or the best usage/utilization period for certain goods.
8. Do not follow halal production provisions, as stated in the “halal” label.
9. Do not attach labels or provide goods descriptions that include the goods name, size, net weight/content, composition, usage instructions, manufacturing date, side effects, business actor's name and address, and other information required by regulations.
10. Do not include information and/or usage instructions in Indonesian as per applicable statutory provisions.
 - b. Business actors are prohibited from trading damaged, defective, or used goods that are contaminated without providing complete and correct information.
 - c. Business actors are prohibited from trading pharmaceutical and food preparations that are damaged, defective, used, damaged, or contaminated, with or without providing complete and correct information.
 - d. Business actors who violate paragraphs (a) and (b) are prohibited from using such goods and/or services and must withdraw them from circulation.

Business actors who violate will be subject to criminal sanctions based on Article 62 paragraph (1) of the Consumer Protection Law, namely imprisonment for a maximum of 5 years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah). Business actors can be subject to criminal sanctions if they violate several provisions of Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters (a), (b), (c), (e), paragraph (2), and Article 18 of the Consumer Protection Law.

Such violations can also result in additional penalties for business actors as per Article 63 of the Consumer Protection Law, including:

- a. Confiscation of certain goods
- b. Publication of the judge's decision



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- c. Payment of compensation
- d. Order to stop certain activities causing consumer losses
- e. Obligation to withdraw goods from circulation
- f. Revocation of business license

As for the problem at hand, to reclaim their rights, aggrieved consumers can take legal steps as per Article 45 paragraph (2) of the Consumer Protection Law, where consumers can choose to:

- a. Dispute resolution outside the court:
 1. Peaceful dispute resolution by the parties themselves. If the parties choose out-of-court consumer dispute resolution, then a lawsuit through the court can only be pursued if such efforts are declared unsuccessful by the disputing parties. In consumer dispute resolution, peaceful resolution is possible, namely resolution by the parties without going through the court or BPSK, and not contrary to the law.
 2. Dispute resolution through authorized institutions, namely through BPSK using mediation, conciliation, or arbitration mechanisms.
- b. Consumer dispute resolution through court process (litigation)

Aggrieved consumers can sue business actors through institutions tasked with resolving consumer and business actor disputes or through general courts as per Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection. Resolution through general courts refers to applicable general court provisions. Consumers filing civil lawsuits can do so at the district court where the consumer is located, not at the business actor's domicile who is the defendant.

In addition to being regulated in the Consumer Protection Law, the obligation to provide correct, clear, and appropriate information regarding the condition of goods and/or services is also regulated in Law Number 19 of 2016, which amends Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE). The responsibility of business actors towards consumers is also regulated in Article 9 of the UU ITE, which states that business actors offering products through electronic systems must provide complete and accurate information related to contract terms, producers, and offered products.

If a business actor provides inaccurate information, resulting in the product received by the consumer differing from what was advertised and causing losses, for example in cases of expired products, this is regulated in Article 28 paragraph (1) of the UU ITE. That article states that anyone who intentionally disseminates false or misleading information without rights, causing losses to consumers in online transactions, can be sentenced according to Article 45 paragraph (2) of the UU ITE. Perpetrators meeting those elements can be sentenced to a maximum of 6 years imprisonment and/or a maximum fine of Rp 1,000,000,000.00 (one billion rupiah).



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The buying and selling process transacted by business actors with customers is a legal act unconsciously performed by both parties through the marketplace. Based on Article 1320 of the Civil Code (KUHPPerdata), it is stated that the validity of an agreement is marked by the achievement of agreement between the parties. This agreement means the consent of the relevant parties, indicating that the business actor and consumer have performed a legal act that gives rise to legal consequences as agreed. With the achievement of agreement, rights and obligations automatically arise for both parties. Understanding this aspect is important as it can serve as a preventive step for each party.

- a. If in the implementation of the sales agreement a condition arises that harms the consumer and it is proven that the loss was caused by the business actor's fault, then according to Article 19 of Law Number 8 of 1999 concerning Consumer Protection, the business actor is responsible for the losses suffered by the consumer.
- b. Business actors are responsible for providing compensation for damage, contamination, or consumer losses resulting from consuming produced or traded goods/services.
- c. Compensation can be in the form of refunds or replacement of similar or equivalent value goods/services according to applicable statutory provisions.
- d. Compensation is provided within 7 (seven) days after the transaction date.
- e. Compensation under paragraphs (1) and (2) does not preclude the possibility of criminal prosecution based on further proof of fault elements.
- f. Provisions in paragraphs (1) and (2) do not apply if the business actor can prove that the fault was the consumer's fault.

If the business actor does not fulfill the obligations explained above, the business actor can be criminally punished based on Article 62 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection with imprisonment for a maximum of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah).

In Law Number 7 of 2014 concerning Trade, Article 65 paragraph (1) states that business actors conducting trading activities using electronic systems must provide complete and correct information. If the provided information does not match the facts and truth of the information, then through paragraph (2) it is explained that such products are prohibited from being traded.

Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems also regulates buying and selling activities through marketplaces. This regulation is the legal basis for regulating electronic trade conducted on marketplaces. Business actor obligations are regulated in Article 13, namely that business actors must provide accurate, clear, and honest information



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