
**JUDICIARY ANALYSIS OF CONSUMER LAWSUITS AGAINST BUSINESSES REVIEWED FROM THE
CONSUMER PROTECTION LAW AND THE CIVIL CODE**

Nanang Kurniawan¹, Hanifah Febriani²¹ Muhammadiyah University of Surakarta (C100190142@student.ums.ac.id)² Muhammadiyah University of Surakarta (hf158@ums.ac.id)

ABSTRACT

Normatively, consumer protection law is regulated in the Consumer Protection Law (UUPK) Number 8 of 1999 where the law is an important legal basis for consumers in Indonesia. The purpose of this study is to find out about consumer protection laws in providing legal protection to consumers from lawsuits by business actors, and to find out the legal review of lawsuits by business actors against consumers seen from the Civil Code. In achieving the research objectives, the researchers used normative juridical methods using secondary data. The approach used is the statutory approach. In achieving the research objectives, the researchers used descriptive analytical methods. The results of the study are 1. Consumer lawsuits that have been harmed are reviewed based on the Consumer Protection Act Article 23 of the Consumer Protection Law Number 8 of 1999 with the settlement of disputes against consumer claims that have been harmed reviewed based on the Consumer Protection Law Articles 45 and Article 47. 2. Lawsuits consumers who are harmed are reviewed based on the Civil Code Articles 1313 and 1314 with the settlement of disputes claimed by consumers who are harmed reviewed based on Articles 1338 and 1365.

Keywords: Legislation, businesspeople, consumers

INTRODUCTION

Economic development and development in the industrial sector in Indonesia is increasingly rapid and also the development of national trade has now produced various industrial sectors in the form of services and goods that can be consumed. Not only that, there is a flow of globalization and free trade which is supported by increasingly sophisticated technology which is able to generate profits for consumers or people who provide goods or services.(Hermawanto and Anggrani 2020). The 1999 Law which contains consumer protection explains that technological advances also influence the expansion of the movement of services and goods across all territorial boundaries within a country, therefore the goods or services offered are of various types, whether goods originating from abroad or domestic(Central Government 1985).

The development of the economic sector is currently increasing, especially in the 4.0 era, providing many benefits in all aspects of life. According to (Widyarani et al, 2022) with increasingly rapid economic development, it will be practical, fast and efficient which tends to be liked by the public.(Kadek,*et al*,2022). With the increasing variety of goods, people will of course choose goods according to their individual needs which are sold by business actors, both services and goods. Consumers of course choose goods with good quality and guaranteed prices offered by business actors.

In contemporary business, according to (Yusri, 2019), in reality, there are things that deviate from ethics. (Yusri 2019). Competition between business people is a competition with a large amount of capital spent on these businesses. A businessman who has large capital will expand the reach of his business, causing a negative impact on consumers and small business people who have small capital will be eliminated in business competition.(Ranto 2019). If the definition of production is used as a basis, then we have a target to enrich ourselves by exploiting human resources for their wealth in society. Therefore, production is the right way and the right tool to implement payment methods. With the increasingly rapid flow of globalization, the national market will expand, which will be beneficial for consumers because the

products offered, both goods and services, will become increasingly varied.

With the phenomenon that has been explained previously, it can cause the position of an entrepreneur and consumer to be unequal to each other, apart from that, the position of consumers has the lowest level compared to entrepreneurs. Consumers are used as commercial objects, and entrepreneurs gain maximum profits through their campaigns, with sales marketing and the application of standard contracts can be detrimental to consumers. (Hidayawati and Sinaulan 2023). The main supporting factor for consumer weakness is the low level of consumer awareness regarding their rights. In this way, the regulatory law on consumer protection becomes a strong foundation in a government and non-governmental consumer organizations. The implementation of legal protection for consumers is an effort to increase consumer empowerment through guidance and education for these consumers. (Komaling 2018).

The efforts made to empower consumers are important because they are not easy of business actors who apply economic principles. According to (Antari & I Wayan, 2019) the economic principle for business actors is to get the maximum profit with as little capital as possible. This principle has the potential to harm consumers, both directly and indirectly (Parsa 2019). Therefore, in order to avoid losses for consumers by business actors, the government is making efforts to enact laws and the Civil Code regarding consumer protection. (Indonesia 2014).

Normatively The law regarding consumer protection is regulated in the Consumer Protection Law (UUPK) Number 8 of 1999, where this law is an important legal basis for consumers in Indonesia. According to Suwandono, the implementation of the Consumer Protection Law (UUPK) does not eliminate the provisions of existing laws and regulations with the aim of protecting consumers. (Suwandono 2015). This is explained in article 64 of the Consumer Protection Law which states that the form of regulations aims to protect consumers specifically and does not conflict with the provisions of the Consumer Protection Law. (Central Government 1985). The Consumer Protection Law can also be interpreted as still recognizing the existence of statutory regulations that protect consumers. An explanation that is in line with the rules for consumer protection has been explained in the Consumer Protection Law which explains that the Law on Consumer Protection is basically not the end and beginning of the law that regulates Consumer Protection, therefore until the Law is formed its contents explains about protecting the interests of consumers. Several laws regulate consumer protection, namely, Civil Law (Civil Code, Law Number 10 of 1961 concerning Stipulation of Government Regulations in Lieu of Law Number 1 of 1961 concerning Goods (Center 1961), Law Number 2 of 1966 concerning Hygiene (Central Government 1918), Law Number 5 of 1984 concerning Industry (Central Government 2020), Law Number 7 of 1985 concerning Electricity, Law Number 7 of 1996 concerning Food, etc. (Central Government 1996).

Legal studies regarding protection for consumers can be seen from various angles, not only in terms of Consumer Protection laws, but need to be seen within the framework of the legal system that consumers have. In a legal system there must be no conflict, there must be no principles that are separated from their parts (Nurhardianto, 2015) (Nurhardianto nd) Apart from what Hardianto explained previously, in the legal system there should be no duplication, resulting in overlapping of existing parts. Therefore, to study the law regarding Consumer Protection, apart from studying the Consumer Protection law which functions as a primary source, you are also required to study all other Consumer Protection such as Public Law and Private Law even though this aims to protect consumers.

The context regarding consumer protection in civil law is that the meaning of civil law itself is very broad, for example, civil law contained in the code of laws (Civil Code). (SYAFIRA 2023), Commercial Code (Trade Code) (Indonesia 2014), as well as National Legislation which are included in Private Law. Even though the Criminal Code does not specifically mention the term consumer, there are provisions in the Civil Code that also regulate business actors.

Important legal regulations are implemented to minimize the rights of loss for consumers who use services or service providers in protecting their rights, and by establishing consumer protection standards, with standards for supervision and dispute resolution. Whether related to the position, rights and

obligations of users as consumers as regulated by law, the Civil Code or regulated in other laws (YUNITA 2023). If there is a problem with the Business Actor, consumers can still obtain their rights regarding problems arising from the business actor offering goods or services.

The case involving consumers and business actors is the Meikarta case, currently consumers are entitled to legal protection from the state, because Meikarta consumers have been disadvantaged in the legal system. The legal system in question is the postponement of debt payment decisions or PKPU Meikarta. The PKPU decision requires Meikarta to provide a guarantee for the transfer of the Meikarta Apartments for 2022-2027. In the case of Meikarta, consumers or buyers of Meikarta units are in a very disadvantageous position, because consumers are subject to decisions that cannot be involved in consumer disputes. Economic actors, in this case MSU, must be taken into account in consumer dispute cases, because MSU's lawsuit does not have a clear legal basis. Because business people are the parties who usually have capital (Kadek Dyah Pramitha Widyarani et al. 2022). Therefore, there is no formula that business actors can use to sue consumers, because there is no clear basis (katadata.co.id).

Based on the background of the problem explained above, the author is interested in discussing "Judicial Analysis of Consumer Lawsuits Against Business Actors in View of the Consumer Protection Law and the Civil Code". With the problem formulation namely (1). How the Consumer Protection Law Provides Legal Protection to Consumers from Lawsuits by Business Actors. (2). How is the legal review of business actors' lawsuits against consumers seen from the Civil Code. With the aim of being able to understand the Consumer Protection Law in Providing Legal Protection to Consumers from Business Actors' Lawsuits, and to understand the Legal Review of Business Actors' Lawsuits against Consumers as seen from the Civil Code.

RESEARCH METHODS

Normative judicial research methods were used in this research. namely an approach to preparing and solving problems by using theories and logic in statutory regulations. Viewed from a legal perspective, it is a separate system that cannot be separated from other systems in the community so that it can provide boundaries between other systems. This research was carried out with the aim of analyzing the judicial aspects relating to business actors and parties who use goods. or services based on Law No. 8 of 1999 concerning consumer protection and the Civil Code (Ranto 2019). To complete the research so that it is relevant, other laws and regulations are needed to serve as a reference.

Descriptive analysis method is used in this method. In this research, it explains certain objects, situations or phenomena, then concludes from an object being studied and then relates it using legal theory and positive legal practice which is related to the research currently being discussed (Sumitro, 1190:15) (Kadek Dyah Pramitha Widyarani et al. 2022). The data collected is then classified as originating from primary legal materials and secondary legal materials using library research techniques (Library Search), even primary law is the main legal material, and all data comes from statutory regulations and official documents related to the object under study. Secondary material is information that comes from written information about laws that are currently in force or that have previously been in force, for example journals that come from previous research, books, opinions of scholars, or legal cases that are in accordance with the research topic. The approach used is the statutory regulation approach.

Data obtained from legal materials will then be analyzed using normative qualitative, namely describing a legal material which is then analyzed analytically while still being guided by legislation, legal theory and legal doctrine related to a problem used in the research object.

RESULTS AND DISCUSSION

Legal Protection for Consumers from Lawsuits from Business Actors

Legal protection defines all efforts to exercise rights and provide assistance to create a sense of

security for witnesses and/or victims. Legal protection for victims of crime as part of community protection which can be implemented in various forms, such as restitution, compensation, medical services and legal aid (Ony Rosifany 2017). Efforts to fulfill rights and provide assistance need to be supported by increasing consumer awareness, knowledge, concern, ability and independence to protect themselves and develop the attitude of responsible business actors.

Based on Article 4 of the Consumer Protection Law, there are Consumer Rights, namely:

4. The right to convenience, safety and security in consuming goods and/or services;
5. The right to choose goods and/or services and receive said goods and/or services in accordance with the exchange rate and terms and guarantees promised;
6. The right to obtain correct, clear and honest information regarding the terms and guarantees of goods and/or services;
7. The right to hear opinions and complaints regarding the goods and/or services used;
8. The right to representation, protection and appropriate action to resolve consumer protection disputes;
9. The right to receive consumer guidance and education;
10. The right to be treated or served fairly and honestly and without discrimination;
11. The right to compensation, compensation/replacement if the goods and/or services received are not in accordance with the agreement or as they should be;
12. Rights regulated in other statutory provisions.

Consumers have the right to have rights regarding the act of purchasing goods and also have various protections for these consumers. This is in line with Article 5 of the Consumer Protection Law which requires consumers to:

1. Read information and procedures for using goods for the safety and security of users.
2. Act professionally when carrying out goods buying and selling transactions.
3. Make payments according to the agreement.
4. If you have a legal problem, you must follow legal dispute resolution efforts in accordance with the Consumer Protection Law.

Apart from the law above, there are also efforts to protect business actors from unwanted consumer losses. Therefore, Article 6 of the Consumer Protection Law provides the following consumer rights:

1. Regulations on the right to receive money or payment are in line with agreements regarding the exchange value conditions for traded goods.
2. Have the right to receive legal protection from unfavorable consumer actions.
3. Has the right to defend oneself if it is felt that there is an error that is not in accordance with the legal resolution of consumer disputes.
4. Has the right to rehabilitate his good name if necessary and legal evidence is found that he has been harmed by consumers.

Legislation is designed to minimize losses between both parties. With the existence of regulations as explained in Law Article 5 and Law Article 6, it is clear that business actors have the same rights and obligations. The rights that a consumer has are rights that must be fulfilled by business actors. Likewise, the rights that must be owned by business actors must also be fulfilled by consumers.

When compared with the general provisions in the Civil Code, it is clear that the regulations of the Consumer Protection Law are more specifically clear in their regulations, because the Consumer Protection Law as a business actor who must have good ethics is easily called in society the slogan "consumer is king."

The claims of consumers who have been harmed are reviewed based on the Consumer Protection Law Number 8 of 1999 contained in:

Article 23

Business actors who refuse and/or do not respond and/or do not comply compensation for consumer claims as regulated in article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4) can be

challenged through the consumer dispute resolution body or submit it to the judicial body in the consumer's domicile.

Settlement of claims from consumers who have suffered losses and obtain protection Laws on consumers are reviewed based on the Consumer Protection Law Number 8 of 1999 is contained in:

1. Article 45
 - 1) Any consumer who is harmed can sue the business actor through a dispute resolution institution between consumers and business actors and through the general court.
 - 2) Consumer disputes can be resolved through court or out of court based on the voluntary choice of the parties to the dispute.
 - 3) Settlement of disputes outside of court as intended in paragraph 2 still does not eliminate criminal responsibility as regulated in law.
 - 4) If a non-litigation method has been chosen to resolve a consumer dispute, then a lawsuit can only be filed in court if one of the parties or parties to the dispute declares that the mediation effort has failed.

2. Article 47

By resolving consumer disputes using non-litigation, an agreement is reached regarding the form and amount of compensation and/or certain actions to ensure that losses suffered by consumers are not repeated or repeated.

Legal Review of Business Actors' Lawsuits against Consumers seen from the Civil Code.

According to the Civil Code, law can occur due to the existence of an agreement. This provision is the reason that both parties are obliged to fulfill previously agreed agreements. If an act of fraud is found or when the legal actor does not fulfill his obligations to carry out the agreed agreement, according to the Civil Code, the action can be sued. Civil law is a regulation made to implement the law that is material to the judge's regulations. The strict method of civil law is the law that regulates the application of decisions by applying for rights, which means asking for legal protection against activities that are violated by other people. The demands in law are divided into two:

- a. A claim based on a dispute that occurred at that time, in this case a claim can arise if there are at least two parties involved, namely the plaintiff and the defendant.
- b. A lawsuit can arise if there is a lawsuit that does not include an ordinary dispute, this is usually explained in the application in the lawsuit between both parties, only one party files the lawsuit.

The boundaries of civil court proceedings that occur in Indonesia do not actually occur between the plaintiff and the defendant. This incident usually occurs when a case occurs when a party is categorized as a plaintiff and the defendant also adds a third party. When there is a case that has a party that is either a plaintiff or a defendant, it is usually referred to as subjective accumulation, that is, the subjects are collected but through the types of each individual, which is useful for having the quality of being a non-class party.

Mentioning subjective cumulative is different from the existence of a class action or within a group, because in class action cases the entire subject or individual has a claim for rights which does not apply as simply being represented by the group. Of course, this activity also has obstacles and the obstacles themselves are according to Indonesian courts, there are rules for individuals representing other parties with power of attorney.

The claims of consumers who have been harmed are reviewed based on the Civil Code as follows:

1. Article 1313

"This article states that an agreement is an act in which one or more people bind themselves to another person."

2. Article 1314

"An agreement made voluntarily. That one party will provide a benefit to the second party without receiving anything."

Settlement of claims from consumers who have suffered losses and obtaining legal protection for consumers is reviewed based on the Civil Code in:

1. Article 1338

"This article contains an agreement that is legally made between one party and another others apply as laws for those who make them"

2. Article 1365

"Every unlawful act that causes harm to another person requires the person whose fault it was to cause the loss to be compensated the loss."

3. In Articles 1247 to Article 1252 of the Civil Code

The losses that must be reimbursed are called "consistent, schaden en interesten" (costs, losses and interest). This term is usually interpreted as costs and losses which actually reduce people's wealth (verles), while money interest means losses which eliminate the originally expected profits (winst-derving). Therefore, the authorities must compensate for losses resulting from this negligence.

CONCLUSION

Based on the discussion that has been put forward in the research in this research, the following conclusions can be drawn from this research:

1. Lawsuit consumers who are harmed are reviewed based on the Consumer Protection Law Article 23 of the Consumer Protection Law Number 8 of 1999 with the resolution of lawsuit disputes of consumers who are harmed reviewed based on the Consumer Protection Law Article 45 and Article 47. This article states that consumers can file a claim for compensation
2. The claims of consumers who have been harmed are reviewed based on the Civil Code Articles 1313 and 1314 with the resolution of disputes regarding claims of consumers who have been harmed reviewed based on Articles 1338 and 1365. This article states that consumers can apply for fulfillment of their rights.

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