
SOCIALIZATION OF LEGAL UNDERSTANDING TOWARDS STREET MERCHANTS (PKL) WHO PROVIDE TRADING IN LOCATIONS THAT ARE PROHIBITED FROM A PROGRESSIVE LAW ENFORCEMENT PERSPECTIVE

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ABSTRACT

Consumers have the right to use services provided by business actors, including the right to security and comfort, including the use of personal data which should be kept confidential by business actors. In fact, based on Decision Number 90/Pdt.sus-BPSK/2021/PN.Mdn. consumers are harmed because their personal data is accessed without permission by the provider, thereby causing losses to consumers. From this description, it can be seen that there is a gap between *das sollen* and *das sein* which needs to be analyzed further in this research. This research aims to find out and analyze legal protection for consumers of postpaid providers regarding hacking and use of personal data without permission based on Law Number 27 of 2022 concerning Personal Data Protection and to find out and analyze the legal consequences arising from use of personal data without permission. The legal research method in this research uses normative juridical research to examine norms, principles, theories, doctrines, etc. related to the research problem, with a statutory approach, the data in this research is secondary data with a library data collection method, and analyzed qualitatively. Based on the research results, it can be seen: (1) Consumers can be protected by Law Number 8 of 1999 concerning Consumer Protection regarding legal protection of their rights as consumers, but this results in the failure to fulfill legal protection for personal data. So, in providing legal protection for consumers' personal data, it can be protected by Law Number 27 of 2022 concerning Personal Data Protection; (2) The resulting legal consequences may be subject to legal liability and sanctions, if based on Law Number 27 of 2022 concerning Personal Data Protection they can be imposed in accordance with Article 67.

Keywords : Legal protection, Postpaid services, Unauthorized use of personal data.

INTRODUCTION

In carrying out various kinds of transactions between sellers or service providers and consumers, legal protection is certainly needed. This legal protection is actually intended not only for consumers or sellers or service providers. With this legal protection, all kinds of possible losses for one party or another can be overcome and their goals in carrying out transactions can be achieved properly. Legal protection is a win-win solution for both parties so that there is guarantee and legal certainty in the transactions carried out.

The implementation of legal certainty definitely has targets and objectives. The main aim of implementing this law, as explained previously, is to show concern for both parties to protect against treatment by parties who violate or suffer major losses in carrying out their responsibilities. In carrying out each transaction, of course there is an agreement or transaction procedure that has been agreed to by both parties before carrying out the transaction. The existence of an agreement between the two parties gives rise to the rights and obligations of the parties, so the attachment between the two parties means that the parties must fulfill the contents of the agreement that already exists or has been

made.¹The agreement is entered into so that no party is harmed in the future by any possibility that may occur in the transaction carried out. This agreement itself is generally regulated in Article 1338 paragraph (1) of the Civil Code which states that "All agreements made legally apply as law for those who make them".²This consent cannot be withdrawn other than by agreement of both parties or for reasons that the law states are sufficient to do so. Agreements must be carried out in good faith.

Currently there are many problems related to consumer protection. This of course provides awareness to consumers that in implementing consumer protection there must still be a struggle carried out by consumers in order to be able to face business actors. One of the things that is related to consumer protection is of course also the consumers who use the provider's postpaid services. In the postpaid method provided by the provider, this means that payments will only be made after consumers use the services they need, in this case regarding the provider's postpaid services.

Likewise what happened in one of the cases that happened to Albert Panjaitan in Decision Number 90/Pdt.sus-BPSK/2021/PN.Mdn. Albert Panjaitan is a Halo postpaid card customer with account number 902034707 and card number 08126588088. This incident started because he gave this number to his son because he had just bought a new cellphone. After that he received a bill which in fact exceeded the maximum usage amount, namely Rp. 8,702,828,- even though before this incident the reporter was stated to have confirmed with Halo where he determined the maximum usage amount, namely Rp. 1,500,000,-. Based on this, Halo should have blocked the cellphone number when it reached this limit. Two months later he received another bill, the nominal amount of which increased again, namely Rp. 19,218,828, even though the card used had been blocked and could no longer be used. Not only that, in fact Halo, as the reported party, did something that was detrimental to consumers, namely that the actions taken by the provider in calling all the numbers on the consumer's call list were certainly a violation of consumer rights, namely regarding the right to comfort and security. The reason is that by carrying out this action, of course the provider has threatened the security of the data owned by the consumer and caused a feeling of discomfort where the consumer ultimately has to endure the embarrassment caused by the provider billing the consumer's contact numbers.

Telephone number data in cellphone contacts or a list of people who are frequently contacted is of course specific personal data because it cannot be obtained easily, especially without permission from the owner of the data. Everyone has the freedom to control their own future, including whether they share data or not. By billing parties on the reporting party's contact list without the permission of the reporting party, of course this amounts to a breach and use of personal data which violates applicable laws and regulations.

Any violations committed by both parties which are detrimental to the other party will of course give rise to legal consequences that need to be accounted for. This breach and use of data for the purposes and purposes of billing is not justified even though basically Albert as a consumer is in default regarding the postpaid card payments he has, because this is out of the realm of Halo as a provider company.

With the actions taken by Halo, consumers have to experience various difficulties, especially regarding data confidentiality. Albert's bill should be part of the confidentiality of his data. By billing parties who have nothing to do with Albert's bill, this of course creates leaks. information that should not be for public consumption.

Given these facts, consumers have to endure embarrassment and discomfort which makes them feel very disadvantaged by the provider's behavior. This action shows that the provider is not properly implementing the principles of protecting consumer personal data, one of which is being careful. In

¹ Niru Anita Sinaga, 2019, *Implementasi Hak dan Kewajiban Para Pihak Dalam Hukum Perjanjian*, Jurnal Ilmiah Hukum Dirgantara Fakultas Hukum Universitas Dirgantara Marsekal Suryadarma Jakarta, Vol. 10, No. 1, hal. 3.

² Magister Ilmu Hukum Pascasarjana Universitas Medan Area, Senin, 25 Oktober 2022, 19:29 WIB: *Asas-Asas Perjanjian*, dalam [http://mh.uma.ac.id/asas-asas-perjanjian/#:~:text=mensyaratkan%20harus%20tertulis,-.Asas%20Kepastian%20Hukum%20\(%20Pacta%20Sunt%20Servanda\),undang%20bagi%20mereka%20yang%20membuatnya%E2%80%9D](http://mh.uma.ac.id/asas-asas-perjanjian/#:~:text=mensyaratkan%20harus%20tertulis,-.Asas%20Kepastian%20Hukum%20(%20Pacta%20Sunt%20Servanda),undang%20bagi%20mereka%20yang%20membuatnya%E2%80%9D).

accessing consumers' personal data, even if the provider has permission for such access, the principle of caution must still be applied in its use.

Based on this background, the author is interested in carrying out further analysis regarding the breach and use of consumer personal data by providers in terms of collecting arrears in Decision Number 90/Pdt.sus-BPSK/2021/PN.Mdn and the legal consequences of the personal data used without permission by the provider to its consumers, Mr. Albert, in the form of legal writing entitled "LEGAL PROTECTION FOR POST-PAID PROVIDER CONSUMERS REGARDING BREAKING AND USE OF PERSONAL DATA WITHOUT PERMISSION: Analysis Based on Law Number 27 of 2022 concerning Personal Data Protection."

Based on the background explanation above, the author formulates the problem in the form of how legal protection for postpaid consumers regarding hacking and use of personal data without permission is analyzed based on Law Number 27 of 2022 concerning Personal Data Protection, and what are the legal consequences arising from the use of personal data without permission.

The objectives to be achieved from this discussion are as follows, to find out legal protection for postpaid consumers regarding hacking and use of personal data without permission, analyzed based on Law Number 27 of 2022 concerning Personal Data Protection, and to find out the legal consequences arising from the use of personal data without permission.

RESEARCH METHODS

In conducting this research, the author used a normative juridical approach, which is a legal study of literature based on secondary data with the aim of studying phenomena that occur using legal aspects in the form of Legislation and other legal regulations as a juridical basis that is related to research study object. This type of descriptive research aims to provide a general overview of the problem and an explanation as a basis for discussing research. Contains secondary data with primary legal materials, secondary legal materials and tertiary legal materials using data collection techniques through literature studies which are based on studies originating from secondary data. Qualitative data analysis techniques, namely by analyzing and studying the data that has been collected, then systematically describing and connecting the data to other data which will be arranged in the form of legal writing.

RESULTS AND DISCUSSION

Legal Protection for Consumers of Postpaid Providers Regarding Hacking and Use of Personal Data Without Permission Analyzed Based on Law Number 27 of 2022 concerning Personal Data Protection

Privacy protection is closely related to fulfilling personal data rights. This was said by Westin, who defined privacy as the right of individuals, groups or institutions to determine whether their information can be conveyed to other people. What Westin put forward can be said to be information privacy, therefore it involves personal information.³

Protection of Personal Rights which is the Privacy Right of every human being cannot be separated from Human Rights because the two are interrelated as explained in Article 28G Paragraph (1) of the 1945 Constitution of the Republic of Indonesia which is the legal basis regarding the Protection of Personal Data namely that every person has the right to protection of himself, his family, honor, dignity and property under his control, and has the right to a sense of security and protection from the threat of fear of doing or not doing something which is a human right. Based on Law of the Republic of Indonesia Number 39 of 1999 concerning Human Rights, it provides an understanding of Human Rights as rights inherent in the essence and existence of humans as creatures of Almighty God who are His gifts that must be respected, upheld and protected. by the state, government and every person for the sake of honor and protection

³ Rina Arum, dkk., 2021, *Hukum dan Data Pribadi: Menawarkan Strategi Untuk Perlindungan Konsumen Dalam Situasi New Normal di Indonesia*, Jurnal Jurisprudence Fakultas Hukum Universitas Muhammadiyah Surakarta, Vol. 11, No. 1, hal. 6.

of human dignity.

One of the objects that needs to be given protection in relation to the fulfillment of the above human rights is the personal data of a person or whose owner is called the personal data subject. The provisions in Article 1 Number 6 state that the Personal Data Subject is an individual to whom personal data is attached.⁴ Thus, individuals are Personal Data Subjects who have the right to obtain information regarding clarity of identity, the basis for legal interests, the purpose of requesting and using Personal Data, and the accountability of the party requesting personal data as stated in Article 5 of Law Number 27 of 2022 concerning Personal Data Protection. Based on the provisions above, personal data subjects have the right to information, reasons of interest, purpose of the request and use of their personal data, including the conditions of the party requesting their personal data, in this case the party must have accountability which will be assessed by the personal data subject.

In Decision Number 90/Pdt.sus-BPSK/2021/PN.Mdn, Albert Panjaitan is the Reporting Party as a user or consumer of the Halo Card postpaid service with account number 902034707 and card number 08126588088 who feels very disadvantaged by the actions taken by the provider in contact the number on the consumer call list regarding collection of arrears that have nothing to do with the bill via chat (short message).

Based on the decision of the Medan City Dispute Resolution Agency (BPSK) dated January 7 2021, it was stated that the Medan City BPSK:

- a. Receiving Consumer Complaints;
- b. Punish Business Actors to reactivate Kartu Halo or MSISDN0812-6588-088;
- c. Sentencing consumers to pay the fine that was signed on the business actor's smartphone in 2017 with a limit of IDR 1,500,000; And
- d. Charge case costs to the State

Article 54 Paragraph (3) of the Consumer Protection Law explains that the BPSK decision is final and binding, which means it does not recognize appeals and cassation. However, the Consumer Protection Law recognizes filing objections to the District Court. This is explained in Article 56 Paragraph (2) of the Consumer Protection Law and reinforced by Article 41 Paragraph (2) of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001, explains that consumers and business actors in dispute are obliged to declare whether they accept or reject the BPSK decision.⁵ If the parties reject the results of the BPSK decision, the dispute can be brought to the District Court.

Furthermore, in Decision Number 90/Pdt.Sus-BPSK/2021/PN.Mdn, the panel of judges in their decision stated that:

- a. Receive the objection request from the Objection Applicant;
- b. Strengthening the decision of the Medan City Consumer Dispute Settlement Agency (BPSK) Number 098/Arbitrase/2020/BPSK.Mdn dated January 7 2021 which was objected to; And
- c. Sentencing the Objecting Petitioner to pay court costs at both levels of court, which in the objection level is set at IDR 360,000.00 (three hundred and sixty thousand rupiah)

Based on the decision of the panel of judges in the objection application submitted by PT. Telkomsel, the panel of judges decided that it "affirms the decision of the Medan City Consumer Dispute Resolution Agency (BPSK). A confirmed decision means that what has been examined and decided by the Medan City Consumer Dispute Resolution Agency (BPSK) through arbitration between PT. Telkomsel and Albert Panjaitan are considered correct and correct.

In connection with the Personal Data Protection Law not yet being enacted when problems occurred between Albert Panjaitan and PT. Telkomsel, for the a quo case, the case was resolved through

⁴ Undang-Undang Nomor 27 Tahun 2022 Tentang *Perlindungan Data Pribadi*
<https://peraturan.bpk.go.id/Home/Details/229798/uu-no-27-tahun-2022>

⁵ Keputusan Menteri Perindustrian dan Perdagangan Republik Indonesia Nomor : 350/MPP/Kep/12/2001 Tentang *Pelaksanaan Tugas dan Wewenang Badan Penyelesaian Sengketa Konsumen*
<https://www.regulasip.id/book/7792/read>

the Medan City Dispute Resolution Agency (BPSK) with the Consumer Protection mechanism as stated in the Consumer Protection Law. This was done in order to fulfill Albert Panjaitan's rights for the losses that befell him. Article 46 and Article 47 of the Consumer Protection Law explains that every consumer who feels disadvantaged by a business actor can report the problem to the Consumer Dispute Resolution Agency (BPSK), either directly, represented by their attorney, or by their heirs.

In the a quo decision, it was stated that in their complaint the consumer argued that Article 4 of the Consumer Protection Law related to the consumer's right to receive services correctly and honestly. This is of course related to the provider's obligations, which are consumer rights that must be fulfilled by the provider. Bearing in mind that there is a very strong and inseparable link between the rights and obligations of the parties in a legal relationship. In the description of rights above, it is stated that providers have an obligation to be honest with consumers who use their services. In connection with the non-fulfillment of the rights and obligations of the parties, a legal responsibility will be imposed on them as a result.

In this case, the author believes that Albert Panjaitan as the Personal Data Subject has the right to clear information about the use of his personal data, the legal reasons and the accountability of the party requesting his personal data, in this case PT. Telkomsel, but PT. Telkomsel ignores Albert Panjaitan's rights mentioned above. In this regard, in PT. Telecommunications (PT. Telkomsel) does not deny or justify its actions in calling the number on the consumer call list regarding collection of Albert Panjaitan's arrears.

In connection with the Personal Data Protection Law not yet being enacted at the time this case occurred, the result of which was that the case was resolved using the Consumer Protection Law mechanism without regard to the personal data element, in this case the Consumer Protection Law has basically provided legal protection for the parties in the case This. This legal protection consists of the rights and obligations of each party accompanied by the provision of sanctions. Apart from that, the existence of BPSK also provides facilities in the event that a case occurs. However, the use of the Consumer Protection Law has resulted in the failure to fulfill legal protection for personal data. The Consumer Protection Law only provides legal protection for consumer rights. As a result, personal data belonging to consumers who are also the subject of personal data is used without compensation or punishment for the party who misuses it, in this case PT Telkomsel.

Meanwhile, if you look at the Personal Data Protection Law, legal protection for Albert Panjaitan (consumer) of postpaid providers for using personal data without permission by PT. Telkomsel (business actor/provider) has been protected preventively as in the Personal Data Protection Law which explains the rights of personal data subjects, namely to obtain clear information on the use of their personal data, and the obligations of processing and controlling personal data, namely to obtain consent from the owner of the personal data. , following the Personal Data Protection Law has also determined repressive legal protection, namely the threat of criminal penalties for anyone who uses other people's personal data unlawfully, which could become a criminal offense against PT's actions. Telkomsel.

If examined based on the provisions of the Personal Data Protection Law, Article 67 Paragraph (3) of the Personal Data Protection Law determines the criminal sanctions imposed on the person concerned, namely as follows: "Every person who deliberately and unlawfully uses Personal Data that does not belong to him as intended in Article 65 paragraph (3) shall be punished with imprisonment for a maximum of 5 (five) years and/or a fine of a maximum of IDR 5,000,000,000.00 (five billion rupiah)"

The Consumer Protection Law basically provides legal protection for both business actors and consumers because there are provisions regarding what must be done (obligations) and what must be accepted (rights) for each party, accompanied by sanctions if this occurs. not fulfilled. However, in relation to cases which in this case involve the existence of consumer data, and the consumer's embarrassment due to billing by the provider without confirmation, then based on the description above, the consumer as the victim in this case should receive compensation for the embarrassment as stated in mentioned in the provisions related to the obligations of business actors above.

Legal Consequences Arising from Use of Personal Data Without Permission

Misuse of Personal Data can be used for criminal purposes, fraud, political purposes which can certainly cause losses to the data owner (internet user), therefore it can be a special concern for the government to make regulations to provide protection of personal data, so that it can provide security for users and providing penalties that can have a deterrent effect on those who deliberately misuse this data.⁶

In response to the increasing amount of personal data and information being collected and processed by the Government and the State, some have responded to concerns about misuse of this data and/or information by issuing legislation regarding Data Protection. An important aim of the existence of legislation regarding Personal Data Protection is to ensure that every individual has the ability to monitor and access their personal information collected by other parties and to provide corrections if necessary.

The principles of personal data protection in Data Protection are that personal data is confidential, the registered owner of personal data knows with certainty the purpose of using his personal data by any party, there is agreement in the form of a privacy policy as a form of data use that is not in accordance with the agreement, the owner of personal data has the right to make changes or corrections to personal data, and if there is a violation of the use of personal data, reinstatement or compensation is required as a result of the violation that occurs at a later date.⁷

Violations of personal data cause legal consequences for violators. Legal consequences are the consequences that arise from legal actions carried out by legal subjects based on certain legal provisions. Thus, the legal consequences of a personal data breach are in the form of sanctions.⁸Sanctions or sanctions, namely a legal consequence for violators of statutory provisions. In general, sanctions are divided into administrative sanctions, civil sanctions and criminal sanctions. Criminal sanctions, *strafsanctie*, are legal consequences for violations of criminal provisions in the form of penalties and/or actions.⁹

The provisions of the Personal Data Protection Law regulate the imposition of sanctions for violations of the use and processing of personal data into 2 (two) forms of sanctions. Namely criminal sanctions and administrative sanctions. Provisions related to administrative sanctions are contained in Article 57, while criminal sanctions are contained in Articles 67 to Article 73 of the Personal Data Protection Law. Administrative sanctions are given for violations of fulfilling obligations to protect personal data belonging to personal data subjects. These administrative sanctions are in the form of written warnings, temporary suspension of personal data processing activities, deletion or destruction of personal data, as well as administrative fines (Article 57 paragraph 2).

If the analysis is carried out using the provisions in the Personal Data Protection Law, then its position as a Corporation or Limited Liability Company (PT) which is a subsidiary of PT Telekomunikasi Indonesia which was established with a deed of establishment before Notary Imas Fatimah, SH No. 128 dated 24 September 1991 which was approved by the Minister of Justice of the Republic of Indonesia with Decree No.C2-6870.HT.01.01. Tahun.1991 dated 19 November 1991 and announced in the State Gazette of the Republic of Indonesia No.5 dated 17 January 1992, Supplement No.210, PT Telkomsel may be subject to criminal charges.¹⁰

However, despite this, the crime against PT. Telkomsel must analyze its imposition first before giving legal consequences to it. In the event that a corporation commits negligence that causes losses to personal data subjects, the company or corporation must be held responsible for the losses to personal data subjects. However, if a corporation as a Personal Data Controller assigns or delegates the task of

⁶ Diana Setiawati, dkk., 2020, *Optimizing Personal Data Protection in Indonesia: Lesson Learned from China, South Korea, and Singapore*, ICLR: Indonesian Comparative Law Review, Vol. 2, No. 2, hal. 4.

⁷ M. Indriyani, 2017, *Perlindungan Privasi dan Data Pribadi Konsumen Daring Pada Online Marketplace System*, *Justitia Jurnal Hukum*, 1(2), 191-208, hal. 202-203.

⁸ Chairunnisa Ratu Salma, 2019, *Perlindungan Hukum Terhadap Penerima Pinjaman Dalam Perjanjian Penggunaan Layanan Peer To Peer Lending*, *Kumpulan Jurnal Mahasiswa Fakultas Hukum* 5, No. 1, hal. 23-37.

⁹ Andi Hamzah, 2008, *Asas-Asas Hukum Pidana, Edisi Revisi*, PT. Rineka Cipta, Jakarta, hal. 138.

¹⁰ Telkomsel, *Op.Cit*, "Annual Report 2014".

processing and/or processing data belonging to the personal data subject to another party (person or legal entity), then that other party then has the position of Processor. This is in accordance with the provisions of Article 51 Paragraph (5) and (6) of the Personal Data Protection Law.

This crime is a legal consequence that arises based on the provisions of Article 67 Paragraph (3) in conjunction with Article 70 Paragraph (2) of the Personal Data Protection Law for actions carried out by PT. Telkomsel regarding personal data belonging to Albert Panjaitan. In the provisions of Article 67 Paragraph (3), it is stated that the maximum fine that can be given is IDR 5,000,000,000 (five billion rupiah). The imposition of a fine is related to the provisions of Article 70 Paragraph (2) which regulates that the only penalty that can be imposed on a corporation is a fine. So in the position of PT. Telkomsel as a corporation can only be imposed a fine which can also be accompanied by additional penalties as stipulated in Article 70 Paragraph (4).

To find out who has the obligation to carry out responsibility for these actions and receive legal consequences or sanctions for this case, based on the author's analysis as mentioned above, if the use of Albert Panjaitan's personal data by PT. Telkomsel is an initiative of the employees on duty, so this will be the responsibility of PT employees. Telkomsel itself as an Individual. So that he may be subject to legal consequences in the form of sanctions as stipulated in Article 67 of the Personal Data Protection Law.

However, if the use of personal data belonging to Albert Panjaitan is an order from company management based on SOP (Standard Operating Procedure) without regard to the consent of the owner of the personal data or in this case Albert Panjaitan, then PT. Telkomsel can be subject to sanctions and suffer legal consequences in the form of fines as mentioned in the analysis above. Or there is a violation by PT. Telkomsel regarding its obligations in fulfilling the principles of personal data protection as stated in Article 3 of the Personal Data Protection Law. Such as if based on the evidence it is known that PT. Telkomsel violates the provisions of the precautionary principle, so it can be punished itself as an entity.

In the a quo decision, PT Telkomsel has the responsibility to reactivate the card belonging to the consumer Mr. Albert Panjaitan/Albert Tjipto with MSISDN 0812-6588-088, while the consumer is responsible for paying the limit amount, namely IDR 1,500,000 (one million five hundred thousand rupiah). The non-use of the Personal Data Protection Law in resolving the a quo case resulted in PT Telkomsel not being responsible for the use of Albert's personal data. The settlement in this case only prioritizes Albert's rights as a consumer.

So in the end, the panel of judges only looked at personal data as an intermediary for PT Telkomsel, violating Albert's consumer rights. Not the main point in the case. This resulted in PT Telkomsel not being given any criminal, civil or administrative penalties for its responsibility for Albert's personal data. And no investigation was carried out regarding which party in PT Telkomsel used Albert's personal data, and whether this action was carried out due to PT Telkomsel's negligence, PT Telkomsel's ignorance, or the error of its employees.

CONCLUSION AND SUGGESTION

Consumers who use provider services have the right to obtain legal protection for all their personal data. In the case of Albert Panjaitan and PT. Telkomsel for violations of the use of personal data. The Consumer Protection Law basically provides legal protection for the parties in this case. This legal protection consists of the rights and obligations of each party accompanied by the provision of sanctions. However, the use of the Consumer Protection Law has resulted in the failure to fulfill legal protection for personal data. The Consumer Protection Law only provides legal protection for consumer rights. Based on the Personal Data Protection Law, it is divided into 2 (two), namely Preventive Legal Protection as in the PDP Law which explains the rights of personal data subjects, namely to obtain clear information on the use of their personal data, and the process obligations of personal data controllers, namely to obtain consent from the owner of the personal data. Meanwhile, repressive legal protection as threatened in

Article 67 Paragraph (3) of the Personal Data Protection Law is a criminal threat that requires litigation procedures in judicial institutions, to enforce legal rules for the protection of personal data.

There are 2 (two) types of sanctions given to perpetrators according to the PDP Law, namely administrative sanctions and criminal witnesses. Article 57 Paragraph (2) explains that administrative sanctions are in the form of written warnings, temporary suspension of personal data processing activities, deletion or destruction of personal data, and administrative fines. Meanwhile, criminal sanctions are contained in Articles 67 to 73 of the PDP Law. In the case of Albert Panjaitan with PT. Telkomsel in Decision Number 90/Pdt.sus-BPSK/2021/PN.Mdn, if analyzed using the Personal Data Protection Law, can be punished and threatened with criminal penalties as per Article 67 to Article 73. However, despite this, it is related to the existence of the Principles There is no retroactive application in criminal law provisions, so the Personal Data Protection Law cannot be applied in the a quo case. In the a quo decision, PT. Telkomsel has the responsibility to reactivate the card belonging to consumer Albert Panjaitan/Albert Tjipto with MSISDN 0812-6588-088, while consumers are responsible for paying the limit amount, namely IDR 1,500,000 (one million five hundred thousand rupiah). In connection with the use of the Consumer Protection Law, personal data belonging to consumers who are also the subject of personal data is used without compensation or punishment for the parties who misuse it, in this case PT. Telkomsel.

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