

Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods

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ABSTRACT

Today, consumer protection should receive more attention because there are not a few Business Actors who do business in Indonesia, both domestic and foreign Business Actors and are part of Indonesia's economic development. This paper will investigate the responsibility of the Seller in the event of a discrepancy in the delivery of goods to customers, as well as the legal remedies available to consumers. The research method used was normative method or doctrinal legal research. Because consumers' rights and obligations in transactions with business actors are often regulated and have the type of a standard that business actors must give consumers. Business actors are responsible for failing to provide consumer rights. In the Consumer Protection Law, "Liability Based on Fault" is used as the concept of responsibility. If the company actor refuses to take responsibility for his mistake and a consumer dispute emerges, the Protection Law allows parties to resolve problems outside or in court. If parties settle consumer problems outside of court, they sign a deed/agreement of settlement or agreement on the conclusion of a dispute resolution for mediation and conciliation.

ABSTRAK

Saat ini perlindungan konsumen harus mendapat perhatian lebih karena tidak sedikit Pelaku Usaha yang berbisnis di Indonesia, baik Pelaku Usaha dalam negeri maupun luar negeri dan menjadi bagian dari pembangunan ekonomi Indonesia. Artikel ini akan menyelidiki tanggung jawab Penjual dalam hal terjadi ketidaksesuaian dalam pengiriman barang kepada pelanggan, serta upaya hukum yang tersedia bagi konsumen. Metode penelitian yang digunakan adalah metode penelitian normatif atau penelitian hukum doktrinal. Pendekatan yang digunakan dalam penelitian ini adalah pendekatan perundang-undangan dan pendekatan konseptual. Hasil penelitian menunjukkan bahwa UU Perlindungan Konsumen sudah cukup untuk melindungi konsumen Indonesia saat ini. Karena hak dan kewajiban konsumen dalam bertransaksi dengan pelaku usaha seringkali diatur dan memiliki standar yang harus diberikan oleh pelaku usaha kepada konsumen. Apabila pelaku perusahaan menolak untuk bertanggung jawab atas kesalahannya dan muncul sengketa konsumen, UU Perlindungan memungkinkan para pihak untuk menyelesaikan masalah di luar atau di pengadilan. Dalam hal para pihak menyelesaikan masalah konsumen di luar pengadilan, mereka menandatangani akta/perjanjian penyelesaian atau persetujuan penyelesaian sengketa untuk mediasi dan konsiliasi.

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I. INTRODUCTION

Consumer protection is one area of concern in the world and is considered necessary due to the many problems involving consumers and business actors. In Indonesia itself, consumer protection arrangements have been started since the Dutch East Indies era, which is currently no longer valid. The rules related to consumer protection during the Dutch East Indies includes *Regelment Industriële Eigendom*, S. 1912-545, Jo S. 1913 No. 214; *Hinder Ordonnantie*, S. 1926-226 Jo. S. 1927-226 Jo. S. 1927-449 Jo. S.1940-14 and 450; *Bedrijfsrelementerings Ordonnantie* (Company Distribution Ordinance), S. 1938-86; and other related rules relating to activities involving consumers (Zulham, 2017).

Today, consumer protection should receive more attention because there are not a few Business Actors who do business in Indonesia, both domestic and foreign Business Actors and are part of Indonesia's economic development (Romadhon, 2022). As such, it is possible that competition between domestic and foreign business actors can cause harm to consumers (Atsar & Apriani, 2019).

With regard to the definition of consumer protection itself, there are several statements that try to state what is meant by consumer protection. According to the Business English Dictionary, what is meant by consumer protection is protecting consumers against unfair or illegal traders (Anglemark & John, 2018). In relation with the existing legal system in Indonesia which is a civil law system where written law is the reference, then with regard to consumer protection it is a must to set forth in a written regulation (Asikin, 2018). This was later realized with the issuance of Law Number 8 1999 concerning Consumer Protection (hereinafter referred to as Consumer Protection Law).

In addition to the definition mentioned in the Business English Dictionary regarding Consumer Protection, it can also be found that the Consumer Protection Law also regulates the definition of what is referred to as Consumer Protection. As stated in Article 1 number 1 of the Consumer Protection Law which states that what is meant by consumer protection is as follows:

“Consumer Protection is all efforts that guarantee legal certainty to provide protection to consumers” (Arif & Djajaputera, 2022).

thus it can be seen that there are similarities between the two definitions, namely protecting consumers from losses that can be caused by Business Actors to them.

Furthermore, the purpose of law in the economy itself has a role to create competitive economic and market conditions, this can mean that the market is not dominated by just one business actor and consumers have the right to choose products at competitive prices (Wei et al., 2020). This is also one of the objectives to be achieved by the Consumer Protection Law as stated in the provisions of Article 3 of the Consumer Protection Law.

Likewise, as has been discovered by previous research entitle “Legal Protection for Consumers for Goods Does Not Match The Picture in The Transaction on The Marketplace” (Abi Pratama, 2020) that if the seller (merchant) on the marketplace does not meet the agreed-upon agreement in line with the information that was provided, then the marketplace may be held liable. The merchant is then responsible for providing an adequate and suitable replacement for the component that was damaged by the customer. The merchant is liable for any and all content or substance that is posted, as well as any reports or complaints that are filed in relation to the uploaded content, and this responsibility is exercised in line with the terms and conditions imposed by the platform provider.

Furthermore, as revealed by Rahmawati (2021) that Tokopedia (one of online marketplace in Indonesia) has outlined a mechanism for resolving disputes if there is a mismatch with the

delivered goods, taking into account the rights and responsibilities of business actors and consumers. The settlement mechanism goes through the initial steps of negotiation, which in this case bring sellers and buyers together in a virtual forum where they can bargain to reach a solution. Tokopedia stepped in as a mediator in the problem-solving process after the two negotiations failed to provide a resolution. Tokopedia's ruling is absolute despite the fact that it is absolute, yet it nevertheless provides a framework for a party who feels disadvantaged and wishes to pursue alternative dispute resolution through a preset arbitration with the Indonesian National Arbitration Board (BANI). To protect the interests of consumers and business actors, Tokopedia imposes limitations on its accountability. When one party is shown to be cheating, Tokopedia bans the account created by that party.

Similar case was carried out by Primayoga et al. (2019) which highlight that when goods are delivered that do not conform to the order, this can be considered as a breach of the sale and purchase agreement that was carried out between the seller and the customer, which opens the door for disputes to arise. When seeking redress for a violation of their legal rights, consumers have the option of filing a claim with a government agency or a private dispute resolution service (like mediation, arbitration, or conciliation), and if that fails, taking their case to a regular court using the same procedures as those used in other civil cases.

As we all know, Indonesia itself underwent a transition process at the end of President Suharto's government or in 1998 (Ningsih, 2019). The transition that occurred at that time involved various things, some of which were politics and law. Thus, legal products including consumer protection were not originally the focus of the government, but with encouragement from the community, this discussion began to become a concern and focus for the Government of Indonesia (Ningsih, 2019).

Regarding consumer protection itself, there was an incident that occurred on January 26, 2021, namely the collapse of a residential house that Citraland was about to hand over to its consumers. The collapse incident was caused by an increase in the volume of rainwater on January 25 2021. Due to this incident, Citraland is willing to take responsibility for the losses incurred for consumers and is willing to relocate some residential houses that are located close to where this incident occurred. In addition, Citraland is also willing to be responsible for replacing housing units that have not yet collapsed but have the same potential or hazard as the collapsed house. With this incident, the potential arises the thought "Is Citraland willing to replace the damage caused by natural situations and conditions? Wouldn't this be classed as Force Majeure?" would be a strong reason for other developers who do not have a strong economy like Citra land not to take responsibility for events that can be classified as a form of Force Majeure.

In addition to the collapsed house incident above which was an offline or face-to-face transaction, this paper will also discuss a complaint about a delivery of goods that did not match the order through the Tokopedia trading platform which occurred on November 12, 2022 where a person ordered 11 (eleven) type of goods to the Merchant on the Tokopedia digital trading platform, but only received 1 (one) item without a clear settlement from either the Merchant or the Business Actor and the Expeditionary Party (Michelle, 2022).

Based on the descriptions and incidents as mentioned above, this study focused on the case of collapsed houses before delivery & discrepancies between goods and orders in digital commerce. Specifically, we aimed to reveal the consumer rights and obligations and responsibilities of business actors regulated in Indonesia and what is the implementation of consumer rights and obligations and the responsibilities of business actors for inconsistencies in the delivery of goods that occur in Indonesia.

II. RESEARCH METHODS

The research method used in this paper was normative method or doctrinal legal research. This method was carried out through literature studies or document studies because it refers to written regulations and other legal materials. This research was explanatory, which was legal research that provides explanations and aims to test a theory or hypothesis in order to strengthen or even reject a theory or hypothesis of existing research results (Suhaimi, 2018).

Data collection was carried out through the study of literature materials or secondary data which includes primary legal materials, secondary legal materials and tertiary legal materials, both in the form of documents and applicable laws and regulations related to Consumer Rights, Obligations, and Responsibilities of Business Actors in the non-conformity of goods.

The approach used in this study was a statutory approach and an approach from the views of experts (conceptual approach). The statute approach was used to examine normatively juridically by looking at the form of statutory regulations and examining the content material regarding several aspects related to the legal issues at hand. The conceptual approach was used to study problems that have been formulated referring to legal principles in the opinions put forward by several scholars or legal doctrines (Suhaimi, 2018).

III. RESULTS AND DISCUSSION

Regulation of Consumer Rights and Obligations as well as Business Actors Responsibilities In Indonesia.

As previously mentioned, that in 1998 there was a political and legal transition in Indonesia. One proof of this transition is the amendment to the 1945 Constitution of the Republic of Indonesia ("1945 Constitution of the Republic of Indonesia"). Based on the provisions of Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, it states that Indonesia is a country based on law. Thus, all activities carried out by both the Government and ordinary people must refer to the laws in force in Indonesia or it can be said that legitimacy is an important component in running the government (Muabezi, 2017).

A state based on law is a country that is suitable or ideal for society, especially with regard to human rights (Saputra & Emovwodo, 2022). Talking about their own rights, in addition to human rights as stated in the 1945 Constitution of the Republic of Indonesia, the community also has other rights. One example of these other rights is the right to be protected from unfair and/or unfair business. This is because with the development of technology and information, the community is placed as the object of Business Actors to reap as much profit as possible so that the community is in an unfavorable or weak position (Shofie, 2018). The Consumer Protection Law also provides a definition related to what is a consumer. According to Article 1 number 2 of the Consumer Protection Law states the following:

"Consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading."

From the provisions of this article, it can be seen that the target of consumer protection in the Consumer Protection Law is the Final Consumer who intends to consume these goods, not like retailing or reselling these goods.

With regard to what is meant by a consumer as stated in the Consumer Protection Law, there is still debate among legal experts in Indonesia regarding whether the consumer includes a legal entity or an individual? However, this Consumer Protection Law tends to be complementary in

nature. In the sense that if there is a consumer definition in other laws and regulations or other rules related to consumers, then we can also refer to these sectoral regulations. This Consumer Protection Law is a “standard” that must be given by business actors to consumers, if there are regulations that provide more special things to consumers then these special things should be used by consumers.

In this case, there will be further discussion regarding the standardization of consumer rights that must be granted by business actors. Furthermore, it will also discuss the responsibilities of business actors if the business actor fails to fulfill the rights of consumers as well as the dispute resolution process that can be used by the parties in the event of a dispute.

1. Consumer Rights and Obligations

To protect the public from potential losses caused by business behavior, one of the ways taken by the government is to make special laws that regulate this field and are now known as the Consumer Protection Law. Consumer protection from this potential is one of the goals listed in Article 3 of the Consumer Protection Act. The Consumer Protection Law also provides rights to consumers listed in the provisions of Article 4 of the Consumer Protection Law, namely as follows:

- the right to comfort, security and safety in consuming goods and/or services;
- the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions as well as the guarantees promised;
- the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- the right to have their opinions and complaints heard about the goods and/or services used;
- the right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- the right to receive guidance and consumer education;
- the right to be treated or served properly and honestly and not discriminatory;
- the right to obtain compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
- the rights regulated in the provisions of other laws and regulations.

In fact, even before the publication of the Consumer Protection Law, there were various regulations that attempted to accommodate aspects or elements of consumer protection (Zulham, 2017). The beginning of this consumer protection started to become a topic of conversation occurred in the 1970s with the establishment of non-governmental organizations (Unger et al., 2022). This discussion was triggered by a number of adverse cases with unsatisfactory dispute resolution processes and results. One example is the case between Tan Chandra Helmi and Gimun Tanno which is known as the poisoned biscuit case. With the enthusiasm to protect consumers and fulfill their rights, the government is trying to standardize what rights consumers have at least when they use goods and/or services from business actors as stated in article 4 of the Consumer Protection Law.

In order to increase public awareness of the market and improve people's quality of life, the Consumer Protection Law does not merely protect the community by granting rights to the community. However, the Consumer Protection Law also provides obligations to the public listed in Article 5 of the Consumer Protection Law, namely as follows:

- reading or following the instructions for information and procedures for the use and/or utilization of goods and/or services, for security and safety;
- have good faith in conducting transactions for the purchase of goods and/or services;
- pay according to the agreed exchange rate;
- following efforts to settle consumer protection dispute law properly.

2. Business Actors Responsibilities

Furthermore, the Consumer Protection Law also regulates the responsibilities of business actors when one of the consumer rights as mentioned in Article 4 is not fulfilled. The principle of responsibility known in consumer protection is categorized into 3 (three) principles namely:

a. Principle of responsibility based on negligence.

What is meant by responsibility based on negligence is that responsibility is based on the behavior of business actors and it is often said that this principle of responsibility has a subjective nature (Samsul, 2004). This can be found in the formulation of negligence theory which reads “the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation or any conduct that falls below the legal standard established to protect others” (Yao & Hu, 2022). Based on this principle, the negligence of producers which results in losses on the part of consumers is a determining factor whether consumers can apply for compensation or not (Handayani & Harahap, 2021).

b. The principle of liability based on breach of warranty.

Liability under default is liability under contract. The advantage of applying this principle of responsibility for consumers is that when they have a contractual relationship with a business actor, the business actor under any circumstances is obliged to fulfill his achievements to the consumer. It doesn't matter whether the business actor has made his best effort, but if the consumer continues to experience losses due to the use of goods and/or services from the business actor, the business actor must still be responsible (Handayani & Harahap, 2021).

c. The principle of absolute responsibility / Strict Liability.

The principle of absolute responsibility is formed due to legal developments that occur gradually. This principle of responsibility does not emphasize the mistakes of the business actors. In other words, this responsibility is applied to business actors who provide goods that are defective or not good without having to burden consumers to prove this (Samsul, 2004).

The Consumer Protection Law regulates or accommodates 2 (two) important principles, namely product liability and professional responsibility. Product responsibility is the responsibility of the manufacturer for products that are marketed by users, which cause and cause losses due to defects inherent in the product. Meanwhile, professional responsibility relates to professional services provided by business actors to their clients (Salminen, 2019).

Provisions indicating the existence of product responsibility and professional responsibility for business actors are regulated in the provisions of Article 7 to Article 17 of the Consumer Protection Law (Zulham, 2017). As for fulfilling these 2 (two) types of responsibilities, the Consumer Protection Law indicates that the principle of responsibility used is Liability Based On Fault or the principle of responsibility based on fault. The provisions regarding Liability Based On Fault are reflected in several articles, namely Article 19, Article 23 and Article 28 of the Consumer Protection Law (Samsul, 2004). However, the burden of proof of liability based on errors regulated in the Consumer Protection Act is reversed where the business actor is obliged to prove that the loss was caused by the fault of the consumer himself. According to Inosentius Samsul, the principle of responsibility adopted in the Consumer Protection Law is the principle of responsibility with two modifications, namely the presumption of negligence (Businesses are considered guilty, so there is no need to prove their guilt), and the presumption of liability principle (the principle of always being responsible with reverse burden of proof) (Samsul, 2004)

Implementation of Consumer Rights and Obligations as well as Business Actors' Responsibility for discrepancies in the delivery of Goods from Business Actors to Consumers (Case of collapsed house in Citraland and goods that do not match orders in digital transactions)

In January 2021, there was one incident that can be used as a reflection of the application of consumer protection in Indonesia, namely the collapse of a house in Citra Land. The house collapsed before it was handed over from the Developer to the Consumer. In this regard, this chapter will discuss how the Rights and Obligations and responsibilities of business actors are implemented for incidents that occur.

a. Consumer Rights and Obligations

As for the views from the consumer side and associated with the provisions of Article 4 of the Protection Law on Consumer Rights states that:

Article 4

Consumer rights are:

- a) the right to comfort, security and safety in consuming goods and/or services;
- b) the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions as well as the guarantees promised;
- c) the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- d) the right to have their opinions and complaints heard about the goods and/or services used;
- e) the right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- f) the right to receive guidance and consumer education;
- g) the right to be treated or served properly and honestly and not discriminatory;
- h) the right to obtain compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
- i) the rights regulated in the provisions of other laws and regulations.

Thus it can be seen that there are several rights of Homeowners and Buyers from digital transaction activities as consumers which can be said to have not been fulfilled due to the collapse of the house which is still in the process of being built and the incompatibility of the goods received with the orders submitted on the digital buying and selling platform. Based on the provisions of Article 4 of the Consumer Protection Law, in the event that the rights of the Owner cannot be fulfilled in accordance with the Agreement or as appropriate, then he is entitled to a number of compensation, compensation and/or reimbursement for goods and/or services that are not appropriate. Regarding the consumer's own obligations, he refers to the provisions of Article 5 of the Consumer Protection Act as explained above.

b. Responsibilities of Business Actors

In the Consumer Protection Law there are 2 (two) principles of responsibility, namely product responsibility (producer's responsibility for their products) and professional responsibility (producer's responsibility related to professional services provided to clients) (Zulham, 2017). Given that the news is more focused on an item or object, the discussion in this paper will focus more on the responsibility of the Ciputra Group as a business actor engaged in the property sector as a business actor or producer, which can be said to be product responsibility. There are several opinions related to the concept of product responsibility, namely as follows:

- According to Andrew “Product Liability is a manufacturer's or seller tort liability for any damages suffered by a buyer, user, or by stander as a result of a defective product.” In this definition, product responsibility is more towards the responsibility of the manufacturer or seller of the product it sells and has the potential to cause harm to the buyer or user of the product (Anggraini et al., 2020).
- According to Natalie O'Connor, product responsibility is described as “product liability, these designed to protect the consumer from faulty or defective goods by imposing strict liability upon manufacturers”. This means that product responsibility is a framework whose essence is intended to protect consumers from defective products or product errors by applying absolute responsibility to the product maker (Atsar & Apriani, 2019).
- Whereas with regard to the applicability or scope of Product Liability according to (Convention on the Law Applicable to Products Liability) The Hagnue Convention article 3 states that “This Convention shall apply to the liability of the following persons:”
 - a) Manufacturers of a finished product or of a component part;
 - b) Producers of a Natural Product;
 - c) suppliers of a product;
 - d) Other persons, including repairers, and warehousemen, in the commercial chain of preparation or distribution of a product it also applies to the liability of agents or employees of the person specified above. Which means that product responsibility is treated to business actors who are in the production or distribution chain of the product. When associated with the position of the Ciputra Group, then the Ciputra Group is included as a Manufacturer of a Finished Product, which in this case is the company that built the property or house.
- In addition, Ray H. Anderen stated that claims for product responsibility are based on the following matters:
 - a) there is a breach of warranty related to the guarantee from the Business Actor to the consumer/customer that the goods sold do not contain defects.
 - b) Negligence if the business actor fails to prove that he has been careful in making and distributing goods.
 - c) Absolute Responsibility (Strict Liability), namely the application of the principle of responsibility with the element of error not being the main factor (Lubis et al., 2021).

With reference to the above definition, the currently implemented form of responsibility in product responsibility by Business Actors is Liability based on fault as explained in the previous discussion.

As for the collapsed house incident experienced by Citra Land and its consumers, Citra Land as the developer has committed to be responsible in the form of replacement for goods as reflected in the rebuilding of the landslide house and the relocation of houses that have been inhabited by people close to the landslide site according to the choice of the occupants or buyers. The behavior shown by the Ciputra Group is a reflection of the correct application of Article 19 of the Consumer Protection Law and in accordance with the spirit of the Consumer Protection Law. As for the circumstances of Force Majeure or Forced Circumstances cannot be fully applied in this case. In his previous explanation, that the principle of liability based on fault adhered to in the Consumer Protection Law adheres to 2 (two) modifications, namely the presumption of negligence and the

presumption of liability principle. Thus, under any circumstances and as long as Citra Land cannot prove that the losses suffered by consumers were caused by consumer error, the responsibility remains with Citra Land. However, the replacement of units carried out by Citraland for houses that have the potential to collapse is actually not an obligation or responsibility of Citraland, but rather the rights that should be obtained by consumers in using the goods and/or services provided by Citraland.

In the context of receiving goods that are not in accordance with orders by consumers, several digital buying and selling platforms have provided several alternatives or solutions to avoid potential receipt of goods that do not match orders, namely:

- Providing Terms & Conditions for Business Actors in selling Products to implement a policy that Consumers can return goods to Business Actors if the goods ordered are not in accordance with the goods ordered through the digital buying and selling application;
- Providing additional options to insure goods in the process of delivering goods in the event of damage or unwanted things to the goods or discrepancies between the Goods and the Order submitted, with the consequence that the transaction platform for the sale and purchase activities will assist the Consumer in arranging insurance for the goods ;
- Providing Features that are based on delivery of goods. Thus, payment money for goods orders will only be paid to Business Actors (Merchants) when the goods or services have been received by Consumers. However, the drawback of this feature is that if within a few days the consumer does not respond to the order, then the item is deemed to have been received. Hence, consumers are advised to continue to immediately adjust the goods received with the order submitted.

In addition, the digital buying and selling platform also provides a forum for dispute resolution by deliberation & consensus between Consumers and Business Actors if there is a Difference of Opinion on goods that have been received by Consumers.

However, if the incident in the form of non-conformance of goods and orders occurs when the Consumer does not insure the delivery of the goods, then the digital buying and selling activity platform will only provide a forum for Consumers and Business Actors. The function of this Platform only acts as an intermediary between Business Actors (commonly referred to as Merchants) and Consumers. As such, pure responsibility for the incident lies on the side of the Business Actor / Merchant and Third Parties who carry out the delivery of goods to Consumers or Expedition Companies. The context of responsibility lies with the Freight Forwarding Company, when the Goods delivered by the Business Actor to the Forwarding Company are not the same as the Goods delivered by the Forwarding Company to the Consumer. In connection with a complaint of incompatibility of goods experienced by a consumer from the Tokopedia Platform based on the information he conveyed that the Merchant had refunded the cost of a number of goods ordered by the consumer. Thus, Business Actors are responsible for the non-conformity of goods received by Consumers.

In the event of a different situation where Ciputra Group and/or Business Actors in digital buying and selling activities do not wish to be responsible for the incident to Buyers or Homeowners, then in accordance with the provisions of Chapters X and XI of the Consumer Protection Law concerning Dispute Resolution, Buyers may submit a report to BPSK (refers to Consumer Dispute Settlement Agency) and/or sue Business Actors in the General Court.

c. Consumer Dispute Resolution Institution.

As explained in the previous discussion, that in relation to the case of the collapse of the house, consumer dispute resolution can be carried out in several ways, namely as follows:

- Settlement of disputes by means of non-litigation which is divided into several methods, namely:
 - a) Settlement of disputes peacefully by providing compensation directly from Business Actors to Consumers. Settlements that are carried out by providing direct compensation can be carried out by Business Actors to consumers based on complaints submitted by consumers both in writing and verbally. The business actors are also permitted to provide compensation without any consumer complaints on the basis that the business actors already know the losses that have been experienced by consumers who use the goods and/or services provided by the business actors.
 - b) Dispute settlement through the Consumer Dispute Settlement Agency (BPSK) with various methods provided according to the Consumer Protection Act, namely (I) Mediation, (II) Conciliation, and (III) Arbitration. The three methods are not tiered but are alternative. In other words, if the Parties have chosen one of these three methods and then that method will be used. The legal products that were born or published from these three methods differ from one another. The legal product born as a consequence of Mediation and Conciliation is in the form of a BPSK Decision. Meanwhile, the legal product that was born as a consequence of the arbitration process was the BPSK decision. Meanwhile, if the Consumer is not satisfied with the compensation provided by Citraland, then the Consumer can file a lawsuit with BPSK for further processing based on the procedural law as stated in the Consumer Protection Law.
- Settlement of disputes by way of litigation through the general court environment represented by the District Court. Dispute settlement through the District Court can be carried out by Consumers by filing a lawsuit with the District Court. The procedural law that will be used in the implementation of consumer dispute resolution through the district court based on Article 48 of the Consumer Protection Act refers to the procedural law that applies within the general court environment. With a few exceptions such as:
 - a) The burden of proof in the trial process is reversed (Article 22 and Article 28 of the Consumer Protection Law)
 - b) Acknowledging that there is a Class Action & Legal Standing lawsuit (Article 46 paragraph (1) letters b and c of the Consumer Protection Law)
 - c) Court Relative Competence where the consumer can file a lawsuit in the Court where the consumer is domiciled.

It is evident that the incident that took place did not get to the level of consumer disputes. Ciputra Group, as the developer, is committed to immediately replacing units that have collapsed and cannot be delivered to consumers, as well as several housing units that, according to Citraland, have the potential to fall for nearly the same reasons. This is in compliance with the rules of Article 19 of the Consumer Protection Law, which provides, in essence, that Business Actors must compensate consumers who suffer losses “through no fault of their own.” By providing consumers with direct compensation from Citraland, tensions between consumers and developers were peacefully settled in this occurrence.

IV. CONCLUSION

Based on the analysis and discussion above, the Consumer Protection Law is sufficient to protect Indonesian consumers for now. Because consumers' rights and obligations in transactions with business actors are often regulated and have the type of a standard that business actors must give consumers. Business actors are responsible for failing to provide consumer rights. In the Consumer

Protection Law, "Liability Based on Fault" is used as the concept of responsibility. If the company actor refuses to take responsibility for his mistake and a consumer dispute emerges, the Protection Law allows parties to resolve problems outside or in court. If parties settle consumer problems outside of court, they sign a deed/agreement of settlement or agreement on the conclusion of a dispute resolution for mediation and conciliation. Arbitration produces a Decision. Dissatisfied parties can appeal the BPSK decision to the consumer's District Court. The technique for resolving disputes is not hierarchical but alternative in nature (choose one). If the parties agree to handle consumer problems in court, the processes will follow civil case law with some exceptions. The Consumer Protection Law expects each party to know and understand their rights and responsibilities so that a collapsed house and incompatible goods can be resolved without a Judicial Institution or Alternative Dispute Resolution. Along with the growth of Indonesia's economy and the variety of customer-business transactions. The Consumer Protection Law should be amended to match Indonesian consumers' demands and publicized to the public so consumers and corporate players can understand their rights and responsibilities.

References

- Abi Pratama, S. (2020). Perlindungan Hukum Terhadap Konsumen Atas Barang Tidak Sesuai Gambar Pada Transaksi Di Marketplace. *National Conference on Law Studies (NCOLS)*, 2(1), 182–199. <https://conference.upnvj.ac.id/index.php/ncols/article/download/1356/929>
- Anggraini, O. E., Yulifa, W. R., & Santoso, A. P. A. (2020). Perlindungan Hukum Bagi Konsumen Atas Garansi Produk Dalam Hukum Bisnis. *Prosiding HUBISINTEK*, 1, 161. <http://ojs.uadb.ac.id/index.php/HUBISINTEK/article/view/991>
- Anglemark, L., & John, A. (2018). The use of English-language business and finance terms in European languages. *International Journal of Business Communication*, 55(3), 406–440. <https://doi.org/https://doi.org/10.1177/2329488418768698>
- Arif, M. R., & Djajaputera, G. (2022). Protection of Consumer Rights on Go-Send Services for Goods That Do Not Understand Based on Law Number 8 of 1999 Concerning Consumer Protection (Example Case Between Gojek Drivers With Consumers in 2019). *3rd Tarumanagara International Conference on the Applications of Social Sciences and Humanities (TICASH 2021)*, 884–892. <https://doi.org/https://doi.org/10.2991/assehr.k.220404.141>
- Asikin, H. Z. (2018). *Hukum acara perdata di Indonesia (cetakan ke-3)*. Prenada Media.
- Atsar, A., & Apriani, R. (2019). *Buku Ajar Hukum Perlindungan Konsumen*. Deepublish.
- Handayani, F. N., & Harahap, A. R. (2021). *Hukum Perlindungan Konsumen*. Bintang Pustaka Madani.
- Lubis, M. R., Putra, P. S., & Saragih, Y. M. (2021). Corporate Criminal Liability for Criminal Acts of Corruption. *Jurnal Pembaharuan Hukum*, 8(1), 48–59. <https://doi.org/http://dx.doi.org/10.26532/jph.v8i1.15234>
- Michelle. (2022). *Seller Tokopedia Hanya Kirim 1 dari 11 Barang Pesanan, dengan Alasan Kesalahan Sistem. Mediakonsumen*.
- Muabezi, Z. A. (2017). Negara Berdasarkan Hukum (Rechtsstaats) Bukan Kekuasaan (Machtsstaat). *Jurnal Hukum Dan Peradilan*, 6(3), 421–446. <https://doi.org/http://dx.doi.org/10.25216/jhp.6.3.2017.421-446>
- Ningsih, A. S. (2019). Implikasi Undang-Undang Nomor 5 Tahun 1999 tentang Larangan Praktek Monopoli dan Persaingan Usaha Tidak Sehat pada Pelaku Usaha Mikro Kecil dan Menengah (UMKM). *Jurnal Penelitian Hukum De Jure*, 19(2), 207–215. <https://doi.org/http://dx.doi.org/10.30641/dejure.2019.V19.207-215>
- Primayoga, A. M., Saptono, H., & Njatrijani, R. (2019). Perlindungan Hukum Terhadap Konsumen Yang Menerima Barang Tidak Sesuai Pesanan Dalam Transaksi Jual Beli Online. *Diponegoro Law Journal*, 8(3), 1732–1743. <https://ejournal3.undip.ac.id/index.php/dlr/article/view/24558>
- Rahmawati, Z. (2021). *Tanggung Jawab Hukum Tokopedia Terhadap Konsumen Atas Ketidaksesuaian Barang Dalam Jual Beli Online*. Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta.

[https://repository.uinjkt.ac.id/dspace/bitstream/123456789/56849/1/ZAHRA RAHMAWATI - FSH.pdf](https://repository.uinjkt.ac.id/dspace/bitstream/123456789/56849/1/ZAHRA%20RAHMAWATI%20-%20FSH.pdf)

- Romadhon, A. (2022). The Role Of Directorate General Of Customs And Excise In Handling Covid-19 Pandemic As A Trade Facilitator And Industrial Assistance In Indonesia. *MARGINAL: Journal Of Management, Accounting, General Finance And International Economic Issues*, 1(2), 53–58. <https://doi.org/https://doi.org/10.55047/marginal.v1i2.133>
- Salminen, J. (2019). From product liability to production liability: Modelling a response to the liability deficit of global value chains on historical transformations of production. *Competition & Change*, 23(4), 420–438. <https://doi.org/https://doi.org/10.1177/1024529419838197>
- Samsul, I. (2004). *Perlindungan konsumen: kemungkinan penerapan tanggung jawab mutlak*. Universitas Indonesia, Fakultas Hukum, Pascasarjana.
- Saputra, R., & Emovwodo, S. O. (2022). Indonesia as Legal Welfare State: The Policy of Indonesian National Economic Law. *Journal of Human Rights, Culture and Legal System*, 2(1), 1–13. <https://doi.org/https://doi.org/10.53955/jhcls.v2i1.21>
- Shofie, Y. (2018). *Tanggung Jawab Pidana Korporasi dalam Hukum Perlindungan Konsumen di Indonesia*. PT Citra Aditya Bakti.
- Suhaimi, S. (2018). Problem Hukum Dan Pendekatan Dalam Penelitian Hukum Normatif. *Jurnal Yustitia*, 19(2). <https://doi.org/http://dx.doi.org/10.53712/yustitia.v19i2.477>
- Unger, C. R., Borowy, I., & Pernet, C. A. (2022). *The Routledge Handbook on the History of Development*. Routledge.
- Wei, D., Nehf, J. P., & Marques, C. L. (2020). *Innovation and the Transformation of Consumer Law*. Springer. <https://link.springer.com/book/10.1007/978-981-15-8948-5>
- Yao, W., & Hu, R. H. (2022). Reconstruction of the Reasonable Person Standard under Chinese Patent Law. *Marq. Intell. Prop. & Innovation L. Rev.*, 26, 11. <https://scholarship.law.marquette.edu/cgi/viewcontent.cgi?article=1018&context=ipilr>
- Zulham, S. H. (2017). *Hukum perlindungan konsumen*. Prenada Media.