



# Evaluation of the Effectiveness of Legal Protection for Consumers for Unused Electricity Bills in Batam

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**Abstract:** Electricity is a primary necessity in today's world, and it has an impact on a country's economic growth. PT PLN Batam, as a subsidiary of PT PLN (Persero), is not only a provider of electricity but also must prioritize the quality of service to consumers. However, in practice, there are consumers who experience an increase in electricity bills compared to the previous month, and they do not receive a clear and proper explanation from PT PLN Batam regarding their electricity usage. The purpose of this research is to analyze the form of legal protection for consumers against electricity bills without usage in Batam and to evaluate the effectiveness of legal protection for consumers against such bills in Batam. The research method used in this study is empirical legal research, as it is conducted through field studies by observing the implementation of applicable regulations in the community. The results of this research show that legal protection for consumers against electricity bills without usage in Batam is still weak due to the low legal awareness from both PT PLN Batam and consumers, as well as the lack of clarity in the Electricity Law regarding the steps consumers can take. The effectiveness of legal protection is also hampered by the use of difficult-to-understand language in SPJBTL, the low legal awareness of the public, and the lack of legal literacy regarding consumer rights and obligations. This leads to difficulties for consumers in resolving issues related to electricity bills that do not match their actual usage.

Keywords: Effectiveness, Legal Protection, Consumers, Electricity Bills

## 1. Introduction

Electricity is currently a very vital need for society, from household needs to the industrial sector.(Supari, Satria, Syndu, & Lantar, 2022),(Firdha Aprillia, 2022). The increasing demand for electricity is in line with rapid economic growth. The Indonesian government, through the electrification program, has made various efforts to achieve a 100% electrification ratio throughout Indonesia. The Director of Electricity Business Development at the Ministry of Energy and Mineral Resources, Havidh Nazif, stated that the Director of Electricity Business Development at the Ministry of Energy and Mineral Resources, Havidh Nazif, stated that the government has prepared all the necessary resources, both in terms of the network(Alhusain, 2023),(Sutjipto, Cahyadi, Sukanto, & Dolok, 2021).

As an entity responsible for the provision of electricity, PT PLN (Persero) has a mandate based on Law Number 30 of 2009 concerning Electricity to provide electricity for the public interest.(Paryono, Absori, & Muhammad Muinudinillah, 2020),(ADHIEM, PERMANA, & FATURAHMAN, 2021). This is part of PLN's contribution in realizing the welfare of society in accordance with the mandate of the 1945 Constitution of the Republic of Indonesia. However, with the increasing need for electricity, the challenges faced by PLN are not only limited to the provision of electricity, but also adequate services for its consumers.(Gani, 2023),(MAHMUDAH, nd). Consumer satisfaction is an important aspect that must be considered, considering that PLN is also responsible for the quality of public services.(Praise, 2022),(Hardiyansyah, 2018).

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Facts on the ground show consumer dissatisfaction regarding PLN services, especially PT PLN Batam, which is a subsidiary of PLN. Consumers complain about the lack of transparency regarding electricity bills that are considered not in accordance with usage. (Nirbaya, 2010), (Arsyad, Azizah, Supiyah, & Mardiana, nd). This case study includes complaints submitted via social media and customer service, where PT PLN Batam is considered to have provided insufficient clear and adequate explanations (Humas, 2024). This is contrary to Article 4 of Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law), which states that consumers have the right to obtain correct, clear, and honest information. In this context, the phenomenon that is the background of the research is consumer complaints about PT PLN Batam's services regarding the transparency of electricity bill information. Although regulations have established consumer rights to obtain clear and accurate information, practices in the field show a discrepancy between the rules and reality. This creates a gap between existing regulations and the implementation of services that should be provided to consumers. (Rame, Tamunu, & Rani, 2022), (AIA Aziz, 2024).

The gap that is the focus of this research lies in the implementation of regulations related to consumer rights to correct and transparent information as regulated in the Consumer Protection Law. (Ganie & Se, 2023), (Prayitno, 2024). Although the existing regulations clearly underline the company's obligation to provide transparent information, several cases in the field show a lack of transparency in PT PLN Batam's services. This indicates a gap between the regulations that have been set and their implementation in daily practice. (Primary, 2023), (Zahra, Nelly, Agustin, Maula, & Piantara, 2025).

This study offers novelty compared to previous research conducted by several researchers, namely research conducted by Retnowulan Sopiyan in 2021 focusing on discrepancies in electricity bills due to damage to measuring and limiting devices (APP). (Sopiyan, 2021). Then, research conducted by Andi Muhammad Asnan Yusfin, Ahmadi Miru, and Marwah in 2021 examined legal protection for home buyers related to electricity debts left by previous homeowners. (HFA Aziz, MM, & Firdaus, 2018). Research by Irma Murtidewi, Bambang Eko Turisno, and Aminah in 2016 highlighted the problem of incorrect electricity payments due to damage to electricity meters. (Murtidewi & Bambang Eko Turisno, 2016). There is also research conducted by Muhammad Gibran Ahaq who in his research examined the increase in electricity bills during the early stages of the Covid-19 pandemic in Medan City. (Alhaq, 2023). Further research (Ardiyati & Hartono, 2019), the research examines consumer protection against losses suffered by consumers due to unilateral power outages without notification. However, this research is different from the previous one because it emphasizes more on the transparency aspect of PT PLN Batam's services, a subsidiary of PT PLN (Persero). The main focus of this research is the effectiveness of legal protection for consumers for electricity bills without usage in Batam. This research seeks to dig deeper into how PT PLN Batam handles this problem, as well as how the company communicates with consumers in providing solutions or clarifications to complaints that arise.

This study has important significance in efforts to improve the quality of public services provided by PT PLN Batam, especially in terms of information transparency. The results of this study are expected to provide useful recommendations for companies in increasing customer satisfaction and reducing consumer complaints in the future. On the other hand, the limitation of this study is the limited coverage area of PT PLN Batam, so the results may not be fully generalized to the entire operational area of PT PLN (Persero). However, the findings of this study are expected to be a starting point for further research on improving public services in the electricity sector.

## 2. Materials and Methods

The research method used in this study is an empirical legal research method because this research was conducted through a field study by observing the implementation of applicable regulations implemented by the community (Jonaedi Efendi & Prasetijo Rijadi, 2023). The reason for choosing the empirical legal research method is because this study will analyze the effectiveness of legal protection for consumers for electricity bills without usage in Batam, as one of the characteristics of the objectives of empirical legal research (Disemadi, 2022). The data in this study uses primary data and secondary data. Primary data is data obtained directly through in-depth interviews with PT PLN Batam and consumers. Then secondary data is data obtained indirectly in the form of legal materials through literature study techniques (Tan, 2021). These legal materials are Law Number 8 of 1999 concerning Consumer Protection and Law Number 30 of 2009 concerning Electricity. From the data collected, the data will then be analyzed descriptively-qualitatively.

## 3. Results and Discussion

### 3.1 *Forms of Legal Protection for Consumers for Electricity Bills without Usage in Batam*

Legal protection is defined as an effort to ensure protection of human rights that have been violated (Kristiyanti C., 2022). Other parties who are harmed will receive guarantees from the community to feel the rights that have been regulated in existing laws (Miru, 2019). Philipus M. Hadjon defines legal protection as an action that aims to protect or provide assistance to legal subjects and can use existing legal instruments (Barkatullah, 2007).

Forms of legal protection are divided into 2, namely preventive legal protection and repressive legal protection. Preventive legal protection is defined as legal protection from the government that aims to prevent violations before they occur, this is defined as one form of government in protecting the rights of the community with the power it has (Fachrudin, 2020). In the legislation there is also preventive law, namely to prevent violations and provide limitations in carrying out obligations (Christian Christmas Sihombing, Ronny Adrie Maramis, 2023). While repressive legal protection is defined as a legal action given after a violation of the law. Repressive legal protection aims to provide punishment or sanctions for violators, these punishments or sanctions are usually in the form of fines, imprisonment, or other punishments that are already contained in the legislation (Alhaq, 2023b). This repressive legal protection also aims to guarantee the community to get compensation or an equivalent condition after they experience losses (Ressa et al., 2021).

Legal protection in Indonesia has various categories and one of them is consumer protection. According to the Big Indonesian Dictionary, consumers are users of production goods such as food, clothing, materials, and so on (Zulham, 2017). In law, consumer protection falls under the protection of Human Rights (HAM) (Sidabalok, 2021).

According to Black's Law Dictionary, consumer protection is a term used to describe the legal protection provided to consumers (Nasution, 2019). According to Article 1 of Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law), consumer protection is an effort to ensure legal certainty to provide protection to consumers. Regulations in consumer protection can be described as follows (Sutedi, 2020): 1) Can create a consumer protection system in which there is open access to information and can guarantee legal certainty; 2) Can protect consumer interests and the interests of all business actors; 3) Can improve the quality of goods and services; 4) Can provide protection to consumers from fraudulent practices; 5) Can combine the implementation, development and regulation of consumer protection with the fields of protection in other fields.

According to the National Consumer Protection Agency (BPKN), in 2024 BPKN has carried out many activities regarding consumer protection issues. In 2024 BPKN has received 381 complaints with a total loss experienced by consumers of Rp202,689,353,631 (National Consumer Protection Agency of the Republic of Indonesia, 2024). Based on data from the Indonesian Consumer Protection Agency, the business actor that received the most complaints regarding consumer losses was PT PLN (National Consumer Protection Agency of the Republic of Indonesia, 2024).

From the description of consumer protection, it also applies to consumers of PT PLN Batam. PT PLN Batam is a subsidiary of PT PLN (Persero) located in the Batam area. Consumers of PT PLN Batam are any person or entity that uses and purchases electricity from a business license holder from the electricity provider. In 2024, many consumers of PT PLN Batam made complaints related to electricity bills that were higher than in previous months without usage. These consumers made complaints to PT PLN Batam through customer service available at the customer service implementation unit, but when they got there, consumers did not get information that answered their complaints or complaints, which were instead directed to pay the bill first. Then after that, the PT PLN Batam technician on duty was directed to check the location of the consumer's house or business. Regarding the delivery of correct and clear information from the business owner to consumers have been written in Article 4 of the Consumer Protection Law, namely "Consumers have the right to correct, clear, and honest information regarding the condition of the goods" and Article 4 of the Consumer Protection Law also explains that "Consumers have the right to have their opinions and complaints heard regarding the goods and/or services used". Consumer rights that have been mentioned in the Consumer Protection Law, therefore regarding the problem of electricity bills without usage, it can be said that PT PLN Batam has ignored the rights of consumers, therefore this case will be analyzed based on the theory of Phillipus M. Hadjon regarding legal protection for consumers from PT PLN Batam, as follows (Kristiyanti C., 2022).

### **3.2 Preventive Legal Protection**

Preventive legal protection is legal protection from the government that aims to prevent violations before they occur, this is interpreted as one form of government in protecting the rights of the community with the power it has (Christian Christmas Sihombing, Ronny Adrie Maramis, 2023). Preventive legal protection aims to prevent more victims (Fachrudin, 2020). In the case of consumers with electricity bills without usage, the preventive legal protection carried out is to inform consumers that consumers also have rights as consumers for goods and/or services they buy from business owners and this has been stated in the following legislation. (a) Article 28D of the Constitution of the Republic of Indonesia, (b) Article 4 of Law Number 8 of 1999 concerning Consumer Protection; (c) Article 29 of Law Number 30 of 2009 concerning Electricity; (d) Article 7 of the Electricity Purchase Agreement of PT PLN Batam.

The Consumer Protection Law explains what consumers can do if they do not get their rights or obligations (Zulham, 2017). In fact, business owners such as PT PLN Batam only remember the obligations of consumers, namely paying electricity bills every month. After consumers have fulfilled their obligations, when consumers ask about their rights, the business owner only directs them to pay the bill first before checking for disturbances to the electrical installation equipment or meters, which results in consumer bills being higher than in previous months, even though consumers feel that they are using the same electricity as before, or even not using it, but their bills are still higher (Fachrudin, 2020).

However, because business owners only remember their obligations, many consumers do not know what to do if their rights are not fulfilled by business owners such as PT PLN Batam, which ultimately consumers only pay the bill as directed without getting a good and correct explanation (Christian Christmas Sihombing, Ronny Adrie Maramis,

2023). Article 19 of Law Number 8 of 1999 concerning Consumer Protection states that consumers can request compensation from business owners in the form of replacing goods and/or services of the same type and equivalent value (Zulham, 2017). However, consumers also need to remember if the business actor can prove that the error is the consumer's fault.

Therefore, preventive legal protection actually already exists, namely through the articles contained in Law Number 8 of 1999 concerning Consumer Protection, Law Number 30 of 2009 concerning Electricity, and the Electricity Purchase Agreement of PT PLN Batam, but from business actors and consumers who lack literacy to reopen the rights and obligations along with the party from PT PLN Batam who lack legal awareness so that they only demand obligations from consumers, namely paying electricity bills every month and ignoring consumer rights, namely that consumers are required to obtain clear and correct rights to goods and/or services.

In Law Number 30 of 2009 concerning Electricity, in the articles listed, there is no narrative or explanation regarding how consumer rights to information or what efforts consumers can take if their rights or obligations are not fulfilled by business actors in this case PT PLN Batam. Law Number 30 of 2009 concerning Electricity contains a narrative regarding consumer rights and obligations as well as efforts made by electricity provider business owners if consumers damage electrical installation equipment and electricity bills (Fachrudin, 2020).

### **3.3 Repressive Legal Protection**

Repressive protection is a legal action given after a violation of the law (Alhaq, 2023b). Repressive legal protection aims to provide punishment or sanctions for violators, these punishments or sanctions are usually in the form of fines, imprisonment, or other punishments that are already contained in the laws and regulations (Sutedi, 2020). According to Law Number 8 of 1999 concerning Consumer Protection, Article 19 of Law Number 8 of 1999 concerning Consumer Protection states that business actors are responsible for providing compensation for consumer losses due to consuming goods and/or services produced or traded (Zulham, 2017).

The article also explains that consumers can request compensation from business owners in the form of replacement of goods and/or services of the same type and equivalent value (Shofie, 2021). However, consumers also need to remember that if business actors can prove that the error is the consumer's fault, consumers must provide evidence to business actors, especially to PT PLN Batam, one of which is to bring documentation related to the meter because the monthly billing fee according to Article 11 of the Electricity Purchase Agreement, the monthly billing fee is based on the amount of electricity usage for one month, the amount/Kwh of which is seen on the manual meter or Automatic Meter Reading (AMR). Likewise, with the statement made by PT PLN Batam stakeholders that if there is an error in calculating the meter with monthly payments, it may be documented for the previous month's meter with the current month's meter, this can be seen through proof of electricity payments each month.

After the consumer has filed a complaint or complaint and brought evidence but PT PLN Batam still does not want to accept or admit the error by checking the technical system at the consumer's housing or business location, the consumer has the right to obtain appropriate consumer protection dispute resolution efforts. This is also stated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection (Zulham, 2017). If the business actor refuses to resolve the problem through deliberation or fulfill compensation, the consumer can sue the business actor as stated in Article 45 of Law Number 8 of 1999 concerning Consumer Protection, namely that consumers who are harmed can sue the business actor, in this case PT PLN Batam, to the consumer dispute resolution body or to the general court (Fachrudin, 2020). Settlement of this consumer dispute can also be taken

through the courts or outside the courts based on the voluntary choice of the disputing parties.

However, if the consumer chooses to resolve the dispute outside the court, then a lawsuit can be taken to court if the efforts are declared unsuccessful by one of the parties. If the business actor is proven guilty in court, then according to Article 60 paragraph (1) and (2) of Law Number 8 of 1999 concerning Consumer Protection, the business actor will be subject to sanctions in the form of administrative sanctions and a determination of compensation of up to IDR 200,000,000 (two hundred million rupiah). However, based on an interview with a consumer of PT PLN Batam, namely Mrs. Selli, the efforts that can be made by the consumer are not known to the consumers of PT PLN Batam so they only pay because PT PLN Batam directs them to pay the bill first without providing a correct and clear statement.

This was also immediately answered by stakeholders of PT PLN Batam that the handling of such matters is already contained in the Electricity Purchase Agreement (SPJBTL), so if there is something like this, consumers can report PT PLN Batam and PT PLN Batam will be responsible as it should be, but still for problems like this, of course there is a first event, namely consumers or customers can report to Customer Service either via social media, by phone 0778 123, or by visiting the PT PLN Batam Customer Distribution Unit office.

However, regarding the problem of electricity bills without usage, it has been reported by 10 consumers in the last year, namely in 2024, namely Mrs. Selli and Mrs. Nia in February 2024; Mrs. Rania, Mrs. Valen, Mrs. Laika, Mrs. Gayatri, and Mrs. Latifah in May 2024; Mr. Regi in July 2024 along with 2 additional consumers in August, namely Mr. Harya and Mr. Andrea who reported the incident in August 2024 via the social media account @ptplnbatam. The 10 consumers interviewed by the researcher had the same response from Customer Service or the admin of the @ptplnbatam social media, namely being directed to pay off the bill but there was no explanation regarding the increase or swelling of the bill. Regarding this, the PLN Batam stakeholder said that at PLN Batam regarding bills, electricity usage for both institutions and homes is monitored by PLN Batam but in fact the 10 consumers were not given a list of their users so that consumers felt they did not get an answer from PLN Batam. PT PLN Batam stakeholders continued that the checking takes time and if consumers want to shorten the time, they should not only come and ask about usage but must also include proof of usage meters for this month and the previous month to help trace the cause.

Regarding the information that has been said by the stakeholder, consumers did not get it from customer service or the admin of social media @ptplnbatam so that consumers felt disappointed and did not get their rights. In response to this, PLN Batam stakeholders said that they would re-inform the customer service and admin of PLN Batam along with socialization to customers regarding the steps that can be taken if faced with a situation like this.

### **3.4 Effectiveness of Legal Protection for Consumers for Unused Electricity Bills in Batam.**

The effectiveness of law according to Soerjono Soekanto can be interpreted as an attitude of individuals or groups in achieving their goals (Soekanto, 1988). A law can be said to be effective if the impact of the enactment of the law becomes a positive law, according to Soerjono Soekanto if the law reaches its target point in changing human behavior and becomes a guideline in human behavior into legal behavior (Soekanto, 1988). Measuring the effectiveness or otherwise of a law in the order of community life can be seen from how the behavior of society is in accordance with what is expected by laws and regulations in achieving the desired goals.

The theory of legal effectiveness according to Soerjono Soekanto has 5 factors, namely legal factors, law enforcement factors, supporting facilities and infrastructure factors, environmental community factors, and cultural factors (Shidarta, 2018). These factors are the measuring point of whether legal protection for consumers on electricity bills without usage is effectively carried out by business actors, in this case PT PLN Batam or vice versa. The description can be seen as follows:

a. Legal factors:

Legal factors are defined as problems or disturbances that occur in law enforcement such as the absence of principles for the application of law, the absence of the required implementing regulations, and the absence of clarity in the meaning of words in the Law so that there is confusion in terms of its interpretation. Regarding the legal factors themselves related to consumer protection, it has been regulated in Law Number 8 of 1999 concerning consumer protection which also regulates the rights and obligations of consumers up to their legal protection (Zulham, 2017). Then regarding the rights and obligations of consumers, they are also contained in Law Number 30 of 2009 concerning Electricity which contains the rights and obligations of consumers along with the rights and obligations of business actors in providing and distributing electricity, in this case PT PLN Batam. Regarding this, based on the results of interviews with stakeholders of PT PLN Batam, it can be said that the legal factors themselves are effective because there are already laws and regulations governing consumer protection. This is stated in Law Number 30 of 2009 concerning Electricity and is also stated in the Electricity Sales Purchase Agreement (SPJBTL).

b. Law enforcement factors:

The law enforcement factors referred to are such as the police, prosecutors, and judges whose roles and duties in this case are only to receive reports. Regarding consumers on electricity bills without usage, there have been no consumers who have submitted this to law enforcement in Indonesia in the sense that dispute resolution can still be attempted through deliberation to reach a consensus. Based on interviews with several consumers that researchers have interviewed, namely Mrs. Selli, Mr. Regi, Mrs. Gayatri, and 7 other consumers who experienced an increase in monthly electricity rates without usage, none of them have reported to law enforcement officers because they think this problem can be resolved by PT PLN Batam providing an explanation regarding the cause of their monthly electricity rates increasing but for electricity usage the same as in the previous month. It can be concluded that the law enforcement factor is still said to be effective because law enforcement officers have not yet received complaints or reports regarding the settlement of disputes from consumers of PT PLN Batam who have been harmed, which in this case has also been explained regarding the demands for fulfillment from consumers regarding their rights as stated in Law Number 8 of 1999 concerning Consumer Protection (Jepri Hasiholan, 2021).

c. Supporting facilities or infrastructure factors:

The supporting facilities and infrastructure factors are important factors in measuring the effectiveness of legal protection. Regarding this, based on the results of interviews with stakeholders of PT PLN Batam, it was stated that in the sale and purchase of electricity, PT PLN Batam and consumers of PT PLN Batam have an Electricity Sale and Purchase Letter where before making a sale and purchase of electricity, both for housing and business entities or organizations, they are required to sign an Electricity Sale and Purchase Agreement (SPJBTL) as a detailed explanation of the rights and obligations of business actors, in this case PT PLN Batam and consumers of PT PLN Batam, in which there are limitations related to the equipment and then how the business actor or con-

sumer is responsible if there are obstacles, errors or damage to the installation equipment and meters, then there is also how to solve the problem (Sutedi, 2020).

From the Electricity Purchase Agreement (SPJBTL), it was found that the language used in it was explicitly a language that was difficult for consumers who did not have a legal education background to understand. This could be one of the factors why consumers do not know their rights and obligations in purchasing electricity so that it could be an opportunity for business actors who prioritize consumer obligations such as paying bills every month and ignoring consumer rights (Fachrudin, 2020). The impact of the Electricity Purchase Agreement (SPJBTL) which is made in a language that is difficult for all groups from backgrounds outside the law to understand is that consumers without reading directly sign the Electricity Purchase Agreement (SPJBTL).

Regarding this matter, it was also conveyed by 10 consumers that the researcher had interviewed, they said that the language of the Electricity Sales Purchase Agreement (SPJBTL) was difficult to understand, especially for those who did not have a background in legal education, because the language was standard and one of the 10 consumers, Mrs. Gayatri, was a resident who rented the house she currently occupied, so she did not know the Electricity Sales Purchase Agreement (SPJBTL).

Based on the results of interviews with PT PLN Batam consumers who experienced similar incidents, namely an inflated electricity bill from the previous month, it can be concluded that many consumers still do not understand the contents of the Electricity Purchase Agreement (SPJBTL) so they never read it and immediately sign it for electricity installation.

This was responded to by stakeholders of PT PLN Batam that one of the other things is a problem for consumers because they do not know what is stated in the Electricity Purchase Agreement (SPJBTL) because regarding bills or meters in the Electricity Purchase Agreement (SPJBTL) it is regulated regarding billing limits, factors that will later trigger an increase in bills, cable limits, and others.

From the exposure of consumer interviews and the Business Manager of the Distribution and Customer Service Business Unit, it was found that some people do not know about the contents of the Electricity Sales Purchase Agreement (SPJBTL) so that if there is a problem, they immediately make a complaint and are not satisfied with the answer given by PT PLN Batam which is in accordance with the procedure, for that PT PLN Batam must educate and create socialization regarding the contents of the Electricity Sales Purchase Agreement (SPJBTL) because this electricity bill without usage often occurs in retail or residential consumers.

#### d. Community factors:

The community factor is protection that comes from the community around the place where the law applies. This can be seen from whether the community already knows and is aware of the rights and obligations they have and what legal efforts they can take if the rights and obligations have not been fulfilled. Regarding this, the community factor of the effectiveness of legal protection for consumers of electricity bills without usage can be said to be still ineffective because many people are less aware of the law because they do not know the rights they have and what legal efforts they can take if the fulfillment of these rights and obligations is not carried out (Shidarta, 2018).

Based on the results of interviews with stakeholders of PT PLN Batam, this happens because many of PT PLN Batam's consumers themselves do not know in detail the matters contained in Law Number 8 of 1999 concerning consumer protection, which in fact the Law has explained the rights and obligations of consumers along with the efforts that can be taken by consumers if a dispute occurs (Wiratno, 2018). Because many consumers still do not know about Law Number 8 of 1999 concerning consumer protection, legal socialization regarding the Law is needed so that consumers are more aware of their



rights and obligations as well as the legal efforts that can be taken. So that if there is a violation or non-compliance between the two parties with the Electricity Sale and Purchase Agreement (SPJBTL) that has been signed, consumers or stakeholders of PT PLN Batam if they still do not find a way out can use other solutions such as making a report or complaint to the National Consumer Protection Agency (BPKN).

e. Cultural Factors:

Cultural factors include the underlying values of applicable laws, regarding cultural factors, According to the results of interviews with stakeholders of PT PLN Batam, before the sale and purchase of electricity between PT PLN Batam and consumers, both parties are required to sign the Electricity Sale and Purchase Agreement (SPJBTL) as previously mentioned but many consumers want to read first and immediately sign the Electricity Sale and Purchase Agreement (SPJBTL) without understanding the intent of the contents of the Electricity Sale and Purchase Agreement (SPJBTL). From this, it is one of the cultures that is very attached to society in Indonesia, namely the lack of literacy.

Based on the results of interviews with stakeholders of PT PLN Batam, it was stated that, currently signing the Electricity Sales Purchase Agreement (SPJBTL) only means signing it and then not knowing their rights and obligations as consumers until problems arise, consumers as electricity users just keep quiet and obey business actors without knowing if the problem cannot be resolved through deliberation whether they as consumers can file a complaint or lawsuit to the Batam district court (Ressa, 2021). Cultural factors that lack literacy like this must be eliminated so that consumers know their rights and obligations and most importantly in solving problems. This is also supported by interviews with 10 consumers that researchers have interviewed, namely that the Electricity Sales Purchase Agreement (SPJBTL) is not read by consumers so that many consumers do not know the contents of the Electricity Sales Purchase Agreement (SPJBTL), especially consumers who occupy rented houses.

Not only through the Electricity Sales and Purchase Agreement (SPJBTL) but the most important thing is that as consumers they must and are required to know about the matters stated in Law Number 8 of 1999 concerning consumer protection (Kristiyanti C., 2022). According to Celine Tri Siwi Kristiyanti in her book entitled Consumer Protection Law, the position of consumers is considered weak compared to the position of business actors, therefore laws and regulations that explain the rights and obligations of buying and selling are not only for business actors but also consumers (Fuady, 2018). Therefore, consumers must increase their awareness and increase literacy both from Law Number 8 of 1999 concerning Consumer Protection and the Electricity Sales and Purchase Agreement (SPJBTL).

#### 4. Conclusions

Based on the analysis explained and presented, it can be concluded to answer the formulation of the problem in this study that legal protection for consumers for electricity bills without usage in Batam is still weak because Law Number 8 of 1999 concerning consumer protection is that there are still many consumers who are not aware of legal awareness so they do not know their rights and obligations to the things that must be done when resolving problems in law. Then in Law Number 30 of 2009 concerning Electricity there is no explanation regarding the efforts that can be made by consumers if PT PLN Batam does not fulfill consumer rights, especially in providing correct, clear, and honest information. The effectiveness of legal protection for consumers on electricity bills without usage can be said to be less effective because there are still factors that are not carried out, namely the facilities and infrastructure factor because the narrative in the SPJBTL uses explicit language so that it is difficult to understand by people with non-legal backgrounds, community factors because people are not sensitive to legal awareness, and cultural factors from people who are less literate in reading SPJBTL and

Law Number 8 of 1999 concerning Consumer Protection because they do not know their rights and obligations as consumers clearly and do not know the efforts that can be taken if they as consumers experience losses from business actors, in this case PT PLN Batam. From the conclusion based on the analysis above, the author has suggestions for this study that business actors in this case PT PLN Batam must increase legal awareness of consumers, one of which is prioritizing consumer rights. Because based on Article 4 of Law Number 8 of 1999 concerning Consumer Protection, it states that consumers have the right to correct, clear, and honest information, but in fact, PT PLN Batam only prioritizes consumer obligations and ignores consumer rights, even though consumers experience quite a lot of losses due to inflated electricity bills in one period from previous months. Then, Law Number 30 of 2009 concerning Electricity added an article regarding dispute resolution if consumers experience losses, in this case, electricity bills without usage that inflated in one period. For the effectiveness of Law Number 8 of 1999 concerning Consumer Protection, there are factors that are not effectively implemented, so the author's suggestion related to the ineffective factors is that in the facilities and infrastructure factors, PT PLN Batam should improve the language in the Electricity Sales and Purchase Agreement (SPJBTL) so that it is easy to understand by consumers outside of consumers with a legal background, then the factor of the surrounding community, namely conducting socialization related to Law Number 8 of 1999 concerning Consumer Protection, and also the cultural factor of consumers to be more active in literacy in reading the articles contained in Law Number 8 of 1999 concerning Consumer Protection and the Electricity Sales Purchase Agreement (SPJBTL).

PT PLN Batam needs to provide a more transparent explanation of the calculation of electricity bills through various communication channels, such as the official website, PLN Mobile application, and automated messaging services that provide details of electricity usage on a regular basis. Further research could compare consumer protection models in the electricity sector between Indonesia and other countries that have implemented more advanced dispute resolution mechanisms.

## References

- ADHIEM, M. A., PERMANA, S. H., & FATURAHMAN, B. M. (2021). *Pembangkit Listrik Tenaga Surya bagi Pembangunan Berkelanjutan*. Publica Indonesia Utama.
- Alhaq, M. G. (2023). Perlindungan Hukum Bagi Konsumen Pada Peristiwa Meningkatnya Tagihan Listrik Masa Awal Pandemi Covid-19 di Kota Medan. *Locus Journal of Academic Literature Review*, 674–685.
- Alhusain, A. S. (2023). Tantangan, Kendala Dan Upaya Pembangunan Infrastruktur Listrik Di Provinsi Riau dan Provinsi Sulawesi Selatan. *Kajian*, 24(4), 261–279.
- Ardiyati, S., & Hartono, K. (2019). Perlindungan Konsumen Terhadap Pemadaman Listrik Sepihak oleh PT. PLN Menurut Undang-undang Nomor 8 Tahun 1999 (Studi Kasus di Kota Semarang). *Prosiding Konstelasi Ilmiah Mahasiswa Unissula (KIMU) Klaster Hukum*.
- Arsyad, M., Azizah, L. N., Supiyah, R., & Mardiana, W. O. S. (n.d.). *Urgensi Corporate Social Responsibility: Perspektif Kesejahteraan Sosial*. Zahir Publishing.
- Aziz, A. I. A. (2024). Implementasi peraturan menteri perhubungan nomor 45 tahun 2023 terkait sertifikasi bengkel dan teknis kustomisasi kendaraan bermotor: Studi di bengkel motor Kustom Kediri. Universitas Islam Negeri Maulana Malik Ibrahim.
- Aziz, H. F. A., MM, H. T. U., & Firdaus, D. A. (2018). CARA PINTAR MENGELOLA KEUANGAN PRIBADI.
- Firdha Aprillia, W. (2022). *Dinamika Perubahan Sosial Masyarakat di Masa Pandemi*. wawasan Ilmu.
- Gani, T. A. (2023). *Kedaulatan data digital untuk integritas bangsa*. Syiah Kuala University Press.
- Ganie, A. J., & Se, S. H. (2023). *Hukum Asuransi Indonesia*. Sinar Grafika.
- Hardiyansyah, H. (2018). *Kualitas Pelayanan Publik: Konsep, Dimensi, Indikator dan Implementasinya*. Gava Media.
- MAHMUDAH, A. (n.d.). Undang-Undang Nomor 30 Tahun 2009 tentang ketenagalistrikan dalam perspektif hukum ekonomi

Islam.

- Murtidewi, I., & Bambang Eko Turisno, A. (2016). PERLINDUNGAN KONSUMEN TERHADAP PEMBAYARAN TAGIHAN SUSULAN OLEH PT. PLN (PERSERO) DI KARENAKAN METERAN LISTRIK YANG BERMASALAH (STUDI KASUS PUTUSAN MAHKAMAH AGUNG NOMOR: 365 K/PDT. SUS/2012). *Diponegoro Law Journal*, 5(3), 1–9.
- Nirbaya, W. S. A. (2010). Kinerja PT. PLN (persero) APJ Surakarta Dalam menanggapi keluhan pelanggan.
- Paryono, P., Absori, S. H., & Muhammad Muinudinillah, M. A. (2020). Hukum Energi Ketenagalistrikan Indonesia: Studi Kebijakan Ketenagalistrikan Berbasis Kesejahteraan. Universitas Muhammadiyah Surakarta.
- Pratama, R. (2023). Pencapaian Kinerja dan Terjaminnya Good Governance pada Badan Pengusahaan Batam. Universitas Islam Indonesia.
- Prayitno, E. W. (2024). IMPLEMENTASI PERLINDUNGAN HUKUM TERHADAP PIHAK KETIGA YANG BERITIKAD BAIK PADA PUTUSAN PENGADILAN TINDAK PIDANA KORUPSI TERKAIT UANG PENGGANTI. Universitas Islam Sultan Agung Semarang.
- Pujiati, N. P. (2022). Peran Kualitas Pelayanan Pengaduan Pelanggan Pada Aplikasi Pln Mobile Untuk Menciptakan Kepuasan Pelanggan PT. PLN (Persero) ULP Kudus Kota. UNIVERSITAS ISLAM SULTAN AGUNG SEMARANG.
- Rame, Q. W., Tamunu, L. M., & Rani, L. P. S. (2022). Perilaku Administrasi Dalam Pelayanan Publik (Studi Tentang Prismatic Di Dinas Kependudukan Dan Pencatatan Sipil Kabupaten Malaka). *Jurnal EBI*, 4(1).
- Sopiyani, R. (2021). Implikasi Yuridis Dalam Pembayaran Tagihan Tenaga Listrik Yang Tidak Sesuai Pemakaian Akibat Kerusakan Alat Pengukur Dan Pembatas. " *Dharmasisya*" *Jurnal Program Magister Hukum FHUI*, 1(2), 33.
- Supari, S., Satria, P., Syndu, Y. P., & Lantar, B. A. (2022). Optimalisasi Listrik Tenaga Surya Dalam Mobilitas Perahu (Metode Dan Analisanya).
- Sutjipto, S. S. U., Cahyadi, S., Sukamto, A., & Dolok, D. (2021). Permodelan Efisiensi Smart Home Menggunakan Mobile Programming. *Jurnal Informatika Kesatuan*, 1(1), 91–100.
- Zahra, S. N., Nelly, A., Agustin, R. D., Maula, K. A., & Piantara, S. (2025). Tinjauan Akuntabilitas dan Transparansi Laporan Keuangan PT PLN (Persero) 2023: Meningkatkan Kepercayaan Publik melalui Evaluasi Kinerja. *EBBANK*, 14(2), 13–22.