

The Protection Law to Consumers for The Right to Get Information from Imported Product

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ABSTRACT

The existence of a free market, makes the faucet of commerce between countries wide open. Business actors are increasingly competing to produce highly competitive goods and services. It is expected to be able to compete on a global scale. Here consumers will get a better and wider choice. However, consumers may not get their legal rights as consumers, due to various things that happen. So in this context, the presence of Law Number 8 of 1999 which regulates consumer protection is more of a legal effort to provide protection, and is not intended at all to kill the business of entrepreneurs. In trade between countries, where foreign products can enter freely into the country, the government needs to be present to advocate for its citizens. The state plays an active role in controlling the interaction between business actors and potential consumers, which in this context is information on imported products. The right of consumers to know information regarding goods imported from foreign countries must be fulfilled, so that disputes are avoided. So furthermore, the presence of the Consumer Dispute Resolution Agency is certainly an important thing that is very beneficial for both parties, namely business actors and consumers, when they are involved in business interactions that lead to conflict.

ABSTRAK

Adanya pasar bebas, menjadikan keran niaga antar negara terbuka lebar. Para pelaku usaha semakin berkompetisi untuk menghasilkan barang dan jasa berdaya saing tinggi. Hal itu diharapkan akan bisa bersaing dalam skala global. Di sini konsumen akan mendapatkan pilihan yang lebih baik dan lebih luas. Namun demikian, konsumen mungkin saja tidak mendapatkan hak hukunya sebagai konsumen, akibat berbagai hal yang terjadi. Maka dalam konteks ini, kehadiran UU Nomor 8 Tahun 1999 yang mengatur perlindungan konsumen lebih kepada upaya hukum untuk memberikan perlindungan, dan tidak dimaksudkan sama sekali untuk membunuh usaha para pengusaha. Dalam perdagangan antar negara, dimana produk asing bisa masuk dengan bebas ke dalam negeri, pemerintah perlu hadir untuk mengadvokasi warganya. Negara berperan aktif dalam pengendalian interaksi antara para pelaku usaha dan calon konsumen, yang dalam konteks ini adalah informasi mengenai produk impor. Hak konsumen untuk mengetahui informasi berkenaan dengan barang yang didatangkan dari negara asing itu wajib di penuhi, agar sengketa terhindarkan. Maka selanjutnya, kehadiran Badan Penyelesaian Sengketa Konsumen tentu menjadi hal penting yang sangat bermanfaat bagi kedua belah pihak, yakni pelaku usaha dan konsumen, Ketika mereka terlibat interkasi bisnis yang berujung konflik.

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I. INTRODUCTION

The empirical reality of contemporary world trade is the existence of free trade where people prefer goods and services. There are many options available that allow people to be tempted by the politics of relatively cheaper prices without thinking about the effects of goods and or services being traded freely without permission from the government. In this context, the element of information becomes one of the most important things for society or consumers. Business actors in general are person or legal entity who produce goods and/or services by producing the goods and/or services for meet community needs or consumers by searching profit of goods and/or services. Consumer protection law (UUPK) seems to be trying avoid using the word "manufacturer" as opposed to the word "consumer". So use the word "business actor" who has broader meaning, where the term This business actor can also mean creditors (fund providers), producers, dealers, sellers and other terminology commonly given (Sidharta, 2000). Consumers are the last user of things that gave from corporation (Mariam, 1986). Consumers are also meaningful for corporation, consumers using anything for certain used (Nasution, 1995). Information can also be seen from various other sources who have trust, and can be held accountable so that in the end consumers are not harmed either materially or immaterially, to maintain health and safety for consumers in consuming or using a product. The government controlling peoples to get their goal to make save situation (Celina, 2008). Consumers get security and safety; the right to obtain true and honest information; right to select goods/services needed; right to be heard his opinion; right to get compensation; right to get clean and healthy environment (Zoemrotin 1996).

The legal protection against consumers can be done at before the transaction (no conflict/pre purchase) and/or on time after the transaction (conflict/post purchase (Johanes, 1999). Agreement can done via sms, and reach agreement between the seller and the buyer (Yunita, 2016). In the context of import and the case of online trading, it means consumers in making online transactions requires legal protection if there is a problem as might happen (Magfirah, 2009). It should be emphasized that e-commerce or online transactions are a series of sets dynamics of a technology, application and linking business processes companies, consumers and communities through electronic transactions and trade in goods, services and information held electronically. (Sjahputra, 2010). Based on point of view consumers, according to several what consumers want in when you want to buy a product, between others: (Arief Mansur, 2005).

The existence of Law Number 8 of 1999 plays an active role in the development of industry among the people in the current era, because business actors and consumers have the right and obligation to obtain legal protection where the product remains of high quality. The UUPK also explains preventing business actors from being more careful in trading products that comply with the standards set by the government (Susanto, 2008). As an illustration of imported food products, for example, consumers in Indonesia are required to know information regarding these products, for example about the content, side effects, raw materials, halal status and so on. In the Health Law no. 36 Th. 2009 also regulates the issue as contained in Article 111 paragraph (1) which states: that the food and/or drink used by the community must be based on health standards and/or requirements. Various information about products that consumers need are packaged in an attractive manner that can affect consumer interest in choosing the products to be purchased, especially made with attractive labels and very attractive labels. Reduce aesthetics in business competition for other business actors (Kristiyanti, 2008).

Furthermore, this study will specifically examine a research and discuss the linkage of information, business actors and consumers in trading an imported product traded in Indonesia which is limited to legal protection of consumer rights for imported products traded in Indonesia that do not include labels and the consequences. the law if business actors do not include information on imported products traded in Indonesia.

II. RESEARCH METHOD

This research is arranged in a normative form by using a statutory approach and a concept approach so that this research leads to a real activity to uncover matters relating to the issues discussed, especially those concerning the legal protection of consumer rights to information on imported products. As for how many preparations of this research were obtained from the legal material sources, namely; Sources of primary legal materials that are obtained directly and have legally binding legal force, namely; the 1945 Constitution of the Republic of Indonesia; Law Number 8 of 1999 (Consumer Protection); Regulation of the Minister of Trade No. 73/M-DAG/ PER/9/2015. Meanwhile, the source of secondary legal materials is from several literatures, scientific works, research results. The method of collecting legal material sources in this research is document study. Document study can be explained as a method in collecting several documents related to the problem that the writer will examine both from primary and secondary legal materials. Legal materials that are relevant to the problems in this report are then systematically compiled and analyzed using the methods of interpretation and legal argumentation. After the author gets the results of the analysis, it will be explained descriptively, so that the expected results can explain the legal protection related to imported products traded or traded in Indonesia, so that a comprehensive picture of the problems studied is obtained.

III. RESULT AND DISCUSSION

Consumer protection law in this modern era attaches great importance to the rights and obligations of business actors who offer products both domestically and abroad, as well as how to protect consumers who buy products who also have rights and obligations. Where each has the right and obligation to get protection in order to form a stable economy. Government authority is needed to supervise, regulate and control how these products are traded in the community. So that a very conducive system can be created related to one another for the welfare of the wider community (Kristiyanti, 2008). UUPK has a special role for business actors and consumers, where the development of a trade transaction in the current era of globalization greatly affects the health and industry of a product. Consumer protection is very important because it can help a problem both the rights and obligations of business actors and consumers, while a consideration in the UUPK is as follows (Aware,2012).

National Development is very helpful for the economy of the community in general, so that it can prosper evenly both materially and spiritually in the current era which still adheres to Pancasila and the 1945 Constitution of the Republic of Indonesia, so that business actors and consumers can still get legal certainty without harming either party. Broadly speaking, Consumer Protection is an effort to ensure legal certainty, both private law and public law, UUPK is in the study of Economic Law. In the provisions of Article 1 point 1 UUPK states that "All efforts to ensure legal certainty to provide legal protection to consumers". What is referred to as "all efforts that guarantee legal certainty", can be used as a shield to eliminate an arbitrary behavior that can harm business actors in order to benefit consumers. Responsibility based on error/omission (negligence) is the principle of responsibility subjective, that is, a responsibility determined by business actor behavior. (Samsul, 2004).

In accordance with the provisions of Article 3 of the UUPK, a goal for consumer protection is to:

1. Increase the ability, independence of consumers and consumer awareness for self-protection,
2. Avoid consumers from various products that are not feasible in order to maintain the dignity of the use of a product,
3. Increase consumer's thinking power to choose, determine the rights that will be obtained by consumers if business actors cheat,
4. Consumers get legal certainty of information and access that can be sought,
5. Provide a positive influence on business actors to be honest in offering products that will be traded,
6. Maintain the health, comfort, and safety of consumers against a quality product traded by business actors (Miru, at all 2013).

In Article 1 point 7 UUPK the definition of import of goods is the entry of an item into the customs area. The import of goods is aimed at an importer's activity in the world of trade, then imports are the object of that activity. Thus, although the definition of importer and imported goods is not stated in the UUPK, it can be understood that what is meant by "importer" is a business actor who carries out activities in the form of importing goods into the Indonesian customs area. Meanwhile, imported goods are goods that are intentionally imported by the importer into the Indonesian customs area.

Food Law No. 18 of 2012 in Article 1 number 25, namely food import is an activity that includes food into the customs zone or territory of the Republic of Indonesia, namely the area covering waters, land and air space that is included in the Exclusive Economic Zone and continental shelf. Registration to get registration numbers for all regions of Indonesia is still handled directly by the Directorate of Food Safety Assessment of BPOM (Megawati, 2013).

In order to get clear information, and legal certainty, consumers must know that there is good and correct information through social media and transportation, so that problems do not occur in the future. Business actors make advertisements that are honest and understandable by consumers, so that problems do not occur in the future. BPSK is a legal institution recognized by the State of Indonesia in addressing a problem between business actors and consumers, because it cannot be denied that in today's era there are still business actors who cheat and provide incorrect information so as to mislead consumers. BPSK resolves problems through mediation outside the trial, because it is to find a win win solution in order to create peace. Through arbitration, consumers and business actors, if they object to it, can file a complaint with the District Court (PN). When associated with the word "objection" so that it is not the same as the word "appeal". However, at the beginning, it was explained that in Article 54 (3) of the UUPK the decision of the BPSK Council was binding and/or final.

In providing legal protection to consumers, importers must have a sense of responsibility as a maker of imported goods and/or as a provider of foreign services. The responsibility of the importer in the provisions of Article 21 of the UUPK states that:

- a. Business actors (importers) of products must be responsible as producers of imported products if the import of products is not carried out by agents and/or representatives of foreign producers.
- b. Business actors (importers) of services must be responsible for the provision of foreign services (overseas), if they are not carried out by agents and/or representatives of foreign service providers (overseas).

In the development of economic competition in Indonesia, business actors must participate in maintaining a stable business climate in order to realize their duties and obligations that have a very positive impact on the global economy. Business actors (importers) are also required to be charged with duties and responsibilities for products to be traded in the community. Business actors must also understand the application of legal norms, customs and propriety in the activities of the business world.

Where a business actor if he makes a mistake can be subject to sanctions as a result of violations committed by the business actor, because one thing that can restore the situation as before is the existence of sanctions as well as preventive tools for other business actors (importers) so that there is no fraud in the buying and selling process or business. trade in society. There are various prohibitions for business actors who promote, offer and/or advertise products and/or services that are not in accordance with special prices for a certain time and amount, if they intentionally manipulate fraudulent acts. Then business actors can be subject to sanctions that have been stated in the UUPK.

IV. CONCLUSION

The form of consumer protection against the purchase of imported goods and or products according to the provisions of Article 4 UUPK, consumers have the right to obtain comfort, security and safety in consuming goods and or services, the right to choose goods and or services and to obtain these

goods and or services according to the exchange rate and conditions and the amount required. promised, the right to correct, clear and honest information regarding the condition of the goods, obtain protection and efforts to settle consumer protection disputes properly, and obtain compensation if the goods received are not in accordance with the agreement or not as they should be. Meanwhile, the consumer's obligation according to article 4 UUPK is to read or follow information instructions and procedures for use or utilization. The responsibility of business actors for consumer losses due to the purchase of imported goods and or products is that according to the provisions of Article 62 of the UUPK it is stated that sanctions for business actors who violate the above provisions will be subject to criminal sanctions with imprisonment for 5 years or a maximum fine of Rp. 2,000,000,000.- (two billion rupiah). Civil sanctions in the form of compensation to the consumer of the product, unless he can prove otherwise, that the loss suffered by a user of the product is defective or dangerous, even the user is also a victim.

References

- Az. Nasution, (1995) *Konsumen dan Hukum*, Jakarta: Pustaka Sinar Harapan
- Celina Tri Siwi Kristiyanti (2008).*Hukum Perlindungan Konsumen*, Jakarta: Sinar Grafika
- Johanes Gunawan, (1999). *Hukum Perlindungan Konsumen*, Bandung: Universitas Katolik Parahyangan
- Kristiyanti, C. T. S. (2008). *Hukum Perlindungan Konsumen*. Jakarta: Sinar Grafika.
- Mariam Darus Badruzaman (1986) , *Perlindungan Terhadap Konsumen Dilihat Dari Sudut Perjanjian Baku (Standar)*, dalam BPHN, Simposium Aspek-Aspek Hukum Perlindungan Konsumen, Bandung: Binacipta.
- Magfirah, Ester Dwi,(2009). *Perlindungan Konsumen Dalam E-Commerce*, Jakarta, Grafikatama Jaya
- Megawati. (2013). *Penyelesaian Sengketa Mengenai Produk Makanan Yang Tidak Terdaftar di Bidang Pengawas Obat dan Makanan Ditinjau dari Undang Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen*. Fakultas Hukum Universitas Hasanuddin.
- Miru, A., & Yodo, S. (2013). *Prinsip-Prinsip Perlindungan Hukum Bagi Kosumen di Indonesia*. Jakarta: PT Raja Grafindo Persada.
- Mansur, Arief, (2005), *Cyber Law Aspek Hukum Teknologi Informasi*, Bandung, PT Refika Aditama, Peraturan Menteri Perdagangan Nomor. 73/ M-DAG/PER/9/2015.
- Samsul, Inosentius, (2004) *Perlindungan Konsumen, Kemungkinan Penerapan Tanggungjawab Mutlak*, Jakarta, Universitas Indonesia.
- Shidarta, (2000). *Hukum Perlindungan Konsumen*, Jakarta: PT Grasindo.
- Sjahputra, Iman (2010). *Perlindungan Konsumen Dalam Transaksi Elektronik*, Bandung, PT.ALUMNI.
- Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. Undang-Undang Nomor 36 Tahun 2009 Tentang Kesehatan.
- Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. Undang-Undang Nomor 36 Tahun 2009 Tentang Kesehatan.
- Yunita, Dwi,(2016). *Transaksi Jual Beli Melalui Media Elektronik Pada Website Online*, Fakultas Syariah dan Hukum Makassar, Uin Alauddin.
- Zoemrotin K.Susilo, (1996). *Penyambung Lidah Konsumen*, Jakarta: Puspa Swara