

Tracing the Principle of Balance in Contractual Relationships Between Customers and Indihome Sercvice Providers

Arief Nur Amrizal Mooduto¹, Nirwan Junus², Sri Nanang Meiske Kamba³

¹ Faculty of Law, Universitas Negeri Gorontalo ariefmooduto01@gmail.com

² Faculty of Law, Universitas Negeri Gorontalo, Indonesia. nirwan.junus@ung.ac.id

³ Faculty of Law, Universitas Negeri Gorontalo, Indonesia srinanangmeiskekamba@ung.ac.id

Korespondensi: ariefmooduto01@gmail.com

ARTICLE INFO

Keywords :

Keywords: Basic Application; Balance; Indihome Services.

How To Cite :

Mooduto., A.N.M Junus, N., Kamba S.N.M. (2020). *Tracing the Principle of Balance in Contractual Relationships Between Customers and Indihome Sercvice Providers*. *Estudiante Law Journal*. Vol. 2 (3): 639-654

DOI :

ABSTRACT

This research is intended to see and find out how the principle of balance between customers and Indihome service providers in the City of Gorontalo. This research uses empirical legal research methods, where facts and events on the ground are used as the main ingredient in determining the truth of the research. The data source used is the primary data source as the main data, and the secondary data source as supporting data consisting of documents and scientific work related to the problem being discussed. The sample (respondents) used in this study is the people of Gorontalo City who are customers of Indihome products and the second is the perwakilan from PT. Telkom Gorontalo Branch as indihome service provider. The results showed that the application of the principle of balance between customers and Indihome service providers in the City of Gorontalo was carried out jointly by the customer and the Indihome service provider. The customer applies the principle of balance by paying internet bills in accordance with the duration of time given. Indihome service providers apply the principle of balance by compensating, repairing networks, and other actions deemed necessary.

@2020 Mooduto., A.N.M Junus, N., Kamba S.N.M.

Under the license CC BY-SA 4

1. Introduction

Telecommunication services, especially the internet provided by service providers oriented to meet the secondary needs of humans. This type of need is almost equated with primary needs, due to human dependence. In today's era, internet service providers are very diverse, allowing consumers to choose which provider is suitable for the needs of consumers. Basically the service provider will offer consumers about the products they have and will be tied up through a contract between the two.

Indihome is one of the largest internet service providers in Indonesia. The services provided by Indihome are not limited to the internet sector, but also to the telephone sector, and Cable TV. Especially for internet services, Indihome offers various packages to consumers according to their needs. In its development, Indihome has also spread widely to almost all corners of Indonesia. This is also what causes the customers of these manufacturers to continue to increase every year. According to data in 2020, the number of Indihome customers reached 7 (seven) million customers with revenue in a year of Rp.18 trillion.¹

Gorontalo Province, more specifically the city of Gorontalo is one of the base areas of the spread and expansion of Indihome to facilitate the life of the people in the city of Gorontalo in various sectors such as business or just undergo daily activities. In 2017, PT. Telkom Kota Gorontalo recorded the number of users / customers of their Indihome as many as 58,308 people throughout the city of Gorontalo. That number has increased over the past few years. Indihome itself is the part that becomes the source of income from PT. Telkom Indonesia has recorded its products in various sectors.

Between Indihome and its consumers is a party that binds itself in the agreement / engagement. The agreement is done in a standard (written) between the two parties. The contract between Indihome and the customer is also a standard agreement, and has been predetermined by the company. This is done to fulfill and protect the rights between the service provider and the consumer. The right itself can generally be interpreted as a person's claim to something..²

In principle, between the consumer and the business actor there is a contractual relationship that is valid since the contract began and will end under certain circumstances. Indihome as the party offering its services, of course, will offer contracts to consumers in which there are rights and obligations of customers (consumers). Such agreements or engagements will only be valid when the fulfillment of the elements that make it valid for the agreement. Both consumers, and business actors should be able to take responsibility for each other, and comply with the agreements in the standard agreements / contracts that have been built.

¹ See: Kompas.com Indihome punya 7 juta pelanggan, pendapatan setahun Rp.18 Triliun

² Muhammad Ferdian. (2020). Perlindungan Konsumen Atas Kehilangan Atau Kerusakan Barang Bagasi Transportasi Udara, *Jurnal Ilmiah Hukum Dirgantara*, 11(1), 40-52.

In the case of contracts between customers and Indohome service providers, the principle of balance is one of the provisions that require a mutually beneficial agreement and does not burden either the customer and indohome service provider. Therefore, it is important to see how the principle of balance is implemented.

During its time as an internet service provider for the people of Gorontalo City, Indihome senantia provides the best service for its customers. Between the actor and the consumer should be able to generate profits for the parties who bind in the contractual agreement that has been made before. However, in practice one of the parties, namely consumers often do not get the right in utilizing internet services from indihome service providers. This certainly indicates that there is no maintaining of the principle of balance in a contract in civil law.

Consumers often do not get their rights as consumers in cases such as network disruptions that are outside of consumer actions, and sudden increases in bill rates. So it is appropriate from the producer (business actors) always pay attention to consumer rights. Things that are in harmony stated by Dias Bintang Wibisono,³ In his research, he argued that consumer rights are often neglected. Therefore, it is important to protect the rights of consumers. Therefore, protection of consumer rights is an integral part of a business activity.⁴ This research is intended to look at and find out how the pattern of applying the principle of balance to the contractual relationship between customers and Service Providers Indihome in the City of Gorontalo.

2. Method

The type of research used is empirical legal research. This type of research includes the identification of law as the norm in society, in relation to the issues being discussed. The research location is Gorontalo City, and in the office of PT. Telkom Gorontalo Branch. The type of data used is primary data consisting of observations and interviews, and secondary data consisting of books, scientific articles and other data that are considered relevant for use. While the samples used are people who are customers of Indihome in Gorontalo City, and representatives from PT. Telkom Gorontalo Branch.

3. Discussion

The concept of consumer protection is an inevitability for the sustainability of a healthy transaction process between business actors and consumers. In its efforts to protect consumers, the government eventually gave birth to Law No. 8 of 199 on Consumer Protection (hereinafter abbreviated as consumer protection law). At first glance, this legal

³ Dias Bintang Wibisono & Mozes Reynaldo Christanto. (2020). Pemenuhan Hak Konsumen melalui Perlindungan Hak Merek, *Jurnal Suara Hukum*, 2(1), 33-53

⁴ I Gede Punia Negara & I Nyoman Lemes. (2019). Upaya Pemenuhan Hak Konsumen Menurut UU PK Oleh PDAM Kab. Buleleng, *Jurnal Hukum Kertha Widya*, 7(1), 49-70.

product regulates the polarization of protections to consumers. However, if further looked at, the Consumer Protection Law also regulates the rights and obligations of consumers, and at the same time the rights and obligations of business actors.

The birth of the Consumer Protection Act is one of them is to answer the challenges in the national market that is wide open due to the current of globalization that propagates to markets of various dimensions.⁵ In addition to these reasons, the Consumer Protection Law also aims to improve the dignity and dignity of legal subjects (business actors and consumers) in the field of market transactions,⁶ by instilling a sense of awareness and responsibility in each party both business actors and consumers. In addition, legal products on consumer protection, also aim to integrate and strengthen law enforcement in the field of buying and selling.⁷

According to the provisions of Article 3 of the Consumer Protection Act, the purpose of consumer protection is to:

1. Increase awareness, and ability and independence of consumers.
2. Lift the dignity and dignity of consumers.
3. Enhance and strive for consumer empowerment.
4. Strive for a consumer protection system for the sake of legal certainty for consumers.
5. Cultivate a sense of awareness for business actors of their responsibilities.
6. Strive for the quality of goods / services from business actors to be marketed.

Sporadis, one of the objectives of the Consumer Protection Law is to ensure the equal rights and obligations between business actors and consumers to mutually benefit and always refer to what has been formulated and interpreted in the Consumer Protection Law. In the Consumer Protection Act, there are governing principles related to polarization and application of principles and norms in consumer protection law. One of the principles embraced by the Consumer Protection Act is the principle of balance.

The principle of balance in a contractual relationship, such as between an Indihome

⁵ See the weighing provisions on the Consumer Protection Act.

⁶ *Ibid.*

⁷ Nuzul Rahmayani. (2018). Tinjauan Hukum Perlindungan Konsumen Terkait Pengawasan Perusahaan Berbasis Financial Technology di Indonesia. *Pagaruyuang Law Journal*. 2(1), 24-41/

customer, and an Indihome service provider is quite important. Because, with the principle of balance, it is expected that the parties who bind themselves always maintain their rights and obligations as a security determined in the contract. In addition, the principle of balance also aims to keep the clauses in the contract so as not to be biased. The principle of balance is a means in an effort to protect the rights and obligations of the parties, especially consumers / customers.

According to the results of research conducted by Jonneri Bukit, the principle of balance is often ignored in a treaty / engagement relationship, due to unequal status and position between the parties who bind themselves.⁸ Therefore, this study was conducted to see and know the application of the principle of balance between Indihome customers and Indihome service providers in a mutually agreed contractual relationship.

In the period 2020-2021 now, there are about 22,000 complaints filed by Indihome customers in the Gorontalo City area.⁹ Incoming complaints focus on network problems / signals that interfere with internet packages that are passed by customers (consumers). In fact, in the contract, it is mentioned that if there are things such as interference that is not caused by the customer, then the customer is entitled to compensation (compensation) for the problem caused. In addition, in a contractual relationship between business actors (Telkom) and customers as consumers, a balance must be established in order to create a healthy and mutually beneficial contractual relationship.

The existence of the principle of balance in consumer protection law, will be used as a benchmark in determining and answering what has become the subject of the problem in the research to be done. The principle of balance in the Consumer Protection Law is a standard provision that will be used in seeing polarization and application with what happens with the parties, namely Indihome customers in Gorontalo City, and Telkom Gorontalo Branch as business actors.

The principle of balance is one of the formulations that require the existence of a pattern of accountancy at business actors and consumers in contractual relationships. The principle of balance can also be interpreted as an effort by each party in developing trust and responsibility. Because, responsibility is one of the things that can be peddled as a measure of the process of successful consumer protection. In addition, the principle of balance seeks to limit the principle of fairness to a contractual relationship.

In the Consumer Protection Law, the formulation of norms related to the application of the principle of balance is regulated in Article 18 of the Consumer Protection Law which

⁸ *Ibid.* Hal 31

⁹ Source : PT. Telkom (Persero) Gorontalo Branch, in 2021.

regulates the prohibition of making and or listing the standard clause, which in fact will be for business actors. Ardiansyah, in almost similar research, explained that the provisions in Article 18 of the Consumer Protection Law are to ensure the equality and balance of rights and obligations between business actors and consumers.

The application of the principle of balance by the parties (Indihome customers and service providers) will be described as follows:

3.1. Implementation of Balance Principles by Indihome Service Providers

A relationship run by business actors and consumers is usually agreed in a contract that contains rights and obligations between business actors and consumers that have become mutual agreement by the parties. In the contract there are also provisions that must be met by the parties both business actors and consumers. In a contract/ engagement, the principle of balance must be used as one of the main foundations by the parties. For example, for business actors, should not take actions that can harm consumer rights.¹⁰ This is to prevent the parties from potential disputes.

PT. Telkom Gorontalo Branch as a businessman (owner of Indihome products) has always been professional in serving the people of Gorontalo City as its customers.¹¹ This was revealed by Mr. Sebastianus Bas Bone (Gorontalo Region Consumer Manager), in an interview that has been conducted. PT. Telkom Gorontalo Branch continues to be committed to providing the best in service to all customers, especially Indihome customers.¹² This is a step and action by PT. Telkom in maintaining and implementing balance values as formulated in the Consumer Protection Law. In an interview with PT. Telkom Gorontalo Branch represented by Mr. Sebastianus Bas Bone, he also stated the following:¹³

“Because it is legal and official to become an Indihome customer, we certainly have to be professional, we have to provide good service to all customers in our area. We provide service in accordance with the package selected by Indihome customers. Because, the package we offer is different, so it depends on the type of package.”

The results of the interview with PT. Telkom Gorontalo Branch as above, shows how serious the PT. Telkom Gorontalo Branch in serving Indihome customers. In addition, pt. Telkom Gorontalo Branch during the interview said that their obligations as business

¹⁰ See Article 18 of the Consumer Protection Act.

¹¹ The interview was conducted on Friday, September 17, 2021, 1:00 pm

¹² The interview was conducted on Friday, September 17, 2021, 1:00 pm

¹³ The interview was conducted on Friday, September 17, 2021, 1:00 pm.

actors are adjusted to what has been stated in the contract signed together with Indihome customers.¹⁴ It is indeed a must for every business actor that is required to treat every consumer well as mandated in Article 7 of the Consumer Protection Act.

On a different occasion when interviewing pt. Telkom Gorontalo Branch, it explained that at the time the agreement was made, the parties from PT. Telkom Gorontalo Branch still strives to keep the agreement balanced.¹⁵ In addition, the party also explained the following:¹⁶

“So indeed the cooperation agreement (subscription contract) between our party and the customer will be done on a per item (product), except for Indihome products. So the agreement is the same as Indihome, so it does not need to be known by other parties. It's just that, the name of the agreement, yes it must be known by both parties.”

The above statement by PT. Telkom Gorontalo Branch, indicates that the subscription contract agreement should indeed be known by both parties who bind themselves in an agreement. It is also regulated and determined by default in the law of engagement that both parties must know very well what is the content of the agreement that has been made.

Today, because the development of technology has become more sophisticated, it also affects how the agreement system agreed by pt. Telkom Gorontalo Branch with customers. Indihome service provider represented by Mr. Sebastianus Bas Bone, he explained that currently the agreement is made electronically through the *MyIndihome* application which can be *downloaded* in the application store.¹⁷ It also explained that in the agreement made electronically, there are provisions of the item that must be adhered to by both parties who bind themselves.¹⁸

PT. Telkom Gorontalo branch party in its statement represented by Mr. Sebastianus Bas Bone as a respondent, said that it always adheres to all provisions that have been made jointly with prospective customers who do installation (installation) to those who have officially become customers.¹⁹ Compliance with all these provisions is also a form of attitude that must be owned and implemented by the parties both business actors and Consumers inDihome. The thing that is in harmony is also stated by Jumaianti, in his research he explained that business actors (PT. Telkom) carries a large responsibility to

¹⁴ The interview was conducted on Friday, September 17, 2021, 1:00 pm.

¹⁵ The interview was conducted on Friday, November 17, 2021, 1:00 pm.

¹⁶ The interview was conducted on Friday, November 17, 2021, 1:00 pm.

¹⁷ The interview was conducted on Wednesday, November 17, 2021, at 13:00 pm..

¹⁸ The interview was conducted on Wednesday, November 17, 2021, at 13:00 pm..

¹⁹ The interview was conducted on Friday, September 17, 2021, at 13:00 pm..

Indihome customers.²⁰

PT. Telkom Gorontalo Branch, as the company that owns Indihome products in the Gorontalo City area, is committed to maintaining and implementing the principle of balance between business people and Indihome customers. This was explained in an interview with PT. Telkom Gorontalo Branch, as follows:²¹

“Actually, we (PT. Telkom Gorontalo), there is a guarantee that we provide to consumers (Indihome customers) if there is a problem that occurs and is not caused by the customer. The guarantee is the most out of what we have set. For example, there is a duration of 2 times 24 hours, and so on.”

Guaranteed by PT. Telkom Gorontalo Branch, can be understood as an effort to protect consumer rights that have been determined in the Consumer Protection Law, and contracts that have been agreed jointly with Indihome customers. Such efforts can also be interpreted as a form of responsibility on the part of PT. Telkom Gorontalo in applying the principle of balance in contractual relationships, so as to create a sense of mutual benefit for the parties bound by the contract. Therefore, the purpose of the application of the principle of balance by the important parties is implemented in order to create a sense of accountancy to the parties.

Complaints or reports of disruption of Indhome services may come from various social media, or by way of direct indihome service offices. Pihak PT. Telkom Gorontalo Branch welcomes every customer either through the *MyIndihome* application or Telkom's social media if there is a disruption to the service. This is done as a form of responsibility and transparency to Indihome customers in gorontalo city.

PT. Telkom Gorontalo Branch party when interviewed also explained that when there was a complaint from Indhome customers, it immediately acted on the report as a form of response to Indihome consumers.²² PT. Telkom Gorontalo Branch party also explained that when the complaint is serious enough, such as network disruption, it will be followed up by providing compensation. However, the compensation in question comes in a certain form such as the results of the interview as follows:²³

²⁰ Jumaianti. (2020). Perlindungan Hukum Terhadap Konsumen Karena Adanya Gangguan Jaringan Internet (Studi Di PT. Telkom Area Malang). *Jurnal Ilmiah Ilmu Hukum*, 26(1), 64-75.

²¹ The interview was conducted on Friday, September 17, 2021, at 13:00 pm.

²² The interview was conducted on Friday, September 17, 2021, at 13:00 pm.

²³ The interview was conducted on Friday, September 17, 2021, at 13:00 pm.

“For example, often the connect is broken, well it is because of our cable (PT. Telkom) broke up, yes for certain reasons, such as widening roads, landslides, especially during the rainy season it often occurs. Well in that case, Telkom is trying to balance its rights and obligations. If in such a situation we give restitution. Restitution is for example we provide in the form of compensation to customers. The gift is a form of balancing what the rights and obligations of the customer (Indihome).”

On the same occasion, pt. Telkom Gorontalo Branch also stated the following:

“His name is also a customer yes, so they demand rights. So, actually what they should not do and what can be done, we make a contract (in which there is also a compensation provision).”

Based on the results of the interview, it can be concluded that so far the PT. Telkom Gorontalo Branch has always been professional in carrying out its obligations as a business actor. Pihak PT. Telkom Gorontalo Branch, especially in terms of carrying out its obligations remain compliant with what has been covered by the laws and regulations, especially the Consumer Protection Law. The results of the interview above also showed a balanced attitude by pt. Telkom Gorontalo Branch against contracts that have been made together with customers (consumers), in terms of compensation.

Compensation by PT. Telkom Gorontalo Branch is the right step and has been in accordance with what is the mandate of the Consumer Protection Law. However, during an interview with PT. Telkom Gorontalo, it stated that compensation is not given in the form of money, but provides in the form of a reduction in the amount of bills,²⁴ and the like to seek a balance of rights between the two sides.

The above is actually in accordance with what is stated in the subscription contract made and signed jointly by both parties (customers and service providers), that customers can get compensation from PT. Telkom.²⁵ However, compensation must be adjusted to the provisions on the part of PT. Telkom, including in the city of Gorontalo. This certainly indicates, technically the PT. Telkom Gorontalo branch remains compliant with what has become a mutual agreement by both parties.

However, compensation must be adjusted to the provisions on the part of PT. Telkom, including in the city of Gorontalo. This certainly indicates, technically the PT. Telkom Gorontalo branch remains compliant with what has become a mutual agreement by both parties.

²⁴ The interview was conducted on Friday, September 17, 2021, at 13:00 pm.

²⁵ See Indihome subscription terms.

There are compensation provisions to Indihome customers provided by business actors (PT. Telkom Gorontalo Branch, if viewed further based on certain reasons is actually right. In view of the determination of Article 7 huruf f and g of the Consumer Protection Law that mandates the provision of compensation to consumers for problems that arise that are not caused by consumers. It is also the right course of action to maximize the harmonious relationship between the parties under the contract.

The provision of compensation by business actors to consumers has indeed been run by PT. Telkom Gorontalo Branch in accordance with applicable procedures and provisions. However, more effort and follow-up is needed by it related to the priority of compensating Indihome customers. The compensation model also needs to be evaluated if it finds unexpected possibilities, such as consumer protests (Indhome customers) filed with authorities such as state courts. This could be possible because the Consumer Protection Act provides space to the parties, especially consumers to resolve disputes that could occur.²⁶

Both parties, both customers and service providers of Indihome in the Gorontalo City area, have attached rights and obligations that are responsible to each party. Such responsibility is a mandate that must be maintained and implemented together in achieving the achievement of a contract made by both parties. The responsibility will also lead both parties in their efforts to build the balance of rights and obligations attached to customers and service providers Indihome.

Between customers and service providers (PT. Telkom Gorontalo Branch) must build harmonization and balance in matters of rights and obligations to each party. This is important to do considering that both parties have their respective interests as business actors and consumers whose rights and obligations have been determined in the laws and regulations, especially the Consumer Protection Law. Such rights and obligations must be respected and maintained, must not be violated. In fact, in the Consumer Protection Law there are provisions that regulate that there are good and administrative to criminal sanctions for those who violate these rights and obligations.²⁷

3.2. Implementation of Balance Principles by Indihome Customers

In addition to seeing how polarizing the application of the principle of balance by business actors (PT Telkom Gorontalo), it is also important to see and know how the pattern of application of balance principles by Indihome customers. Customers (consumers) have rights and obligations as stipulated in the Consumer Protection Act as

²⁶ See Article 4 number 5 of the Consumer Protection Act.

²⁷ See Article 60 and Article 61 of the Consumer Protection Act.

follows:²⁸

- a. read or follow information instructions and procedures for the use or utilization of goods and/or services, for security and safety.
- b. good faith in making transactions to purchase goods and / or services.
- c. pay in accordance with the agreed exchange rate.
- d. follow efforts to resolve consumer protection disputes appropriately.

From the above provisions, it can be seen that a person or legal entity acting as a customer has obligations as mentioned above. The existence of such determination can be understood as an effort to maintain values and carry out the principle of balance embraced in consumer protection law. One of the most intimate provisions of the customer's obligations is to pay in accordance with what has been mutually agreed with the businessman. It was also carried out by all Indihome customers in the city of Gorontalo as a form of legal compliance.

In an interview with one of Indihome's customers in Gorontalo City, he said that he had subscribed to Indihome Internet package for approximately 2 (two) years. Furthermore, he explained as follows:²⁹

"I am one of the indihome customers who have been in a long time. During that time I always obeyed the awareness to pay the indihome package bill. Once, I was late to pay the package bill, and was fined by Indihome."

The above indicates a pattern of awareness of Indihome customers in the city of Gorontalo to pay internet package bills. Furthermore, it says the following in the interview:³⁰

"Indihome network in Gorontalo City often dead or no internet, but I immediately contacted the technician to fix the internet network. Even then, sometimes the response from Indihome seemed slow. In fact, we as customers rely heavily on the internet, more in times of pandemic where school children learn *online*."

The interview as above indicates that sometimes the pattern of handling from pt. Telkom Gorontalo Branch, still minimal response. In fact, the customer has fulfilled his

²⁸ See Article 5 of the Consumer Protection Act.

²⁹ The interview was conducted on Thursday, September 23, 2021, at 3:30 p.m.

³⁰ The interview was conducted on Thursday, September 23, 2021, at 3:30 p.m.

obligations as bound in the subscription contract between the service provider (PT. Telkom Gorontalo Branch) with customers as consumers.

On another occasion, there were also interviews with Indihome customers in the Gorontalo City area. He explained, that always arrange all forms of agreements with Indihome, especially in terms of paying internet package bills charged to customers for the consumption of internet packages.³¹ However, sometimes he complains about Indhome services that often experience disruptions such as networking, or even networks in the mode of "no internet".³²

From some of the recognition by these customers, it can be known that the customer always complies with all technical provisions given / charged to the customer such as paying bills as stated in the subscription contract. This means that there are customer actions to maintain and apply the value or principle of balance in the contractual relationship between business actors (PT Telkom Gorontalo branch) and Indihome customers.

Eni Suarti, in the research conducted, mentioned that an engagement in the contract ended well and did not harm either party.³³ He also explained that when one of the parties is harmed by the existence of an adverse default clause (exclusion), it will cause legal consequences such as the abuse of circumstances by one of the parties.³⁴ Therefore, between indihome customers in the Gorontalo City area (consumers) and service providers (PT. Telkom Gorontalo branch) has just been respectful of each other's rights and obligations respectively in an effort to apply the principle of balance in contractual relationships.

In the Consumer Protection Act, it is mentioned that a customer is entitled to a compensation from business actors for problems with products offered by business actors.³⁵ This is also the case in the contract between PT. Telkom as a service provider with Indihome customers. Related to that, here are the results of an interview with one of Indihome's customers:³⁶

" I am not aware of any compensation that will be given to us Indhome customers. I also

³¹ The interview was conducted on Thursday, September 23, 2021, at 3:30 p.m.

³² The interview was conducted on Thursday, September 23, 2021, at 3:30 p.m.

³³ Eni Suarti. (2019). Asas Keseimbangan Para Pihak Dalam Kontrak Jual Beli Tanah. *Jurnal Hukum Doctrinal*, 4(1), 976-987.

³⁴ *Ibid.*

³⁵ See Article 4 number 8 of the Consumer Protection Act.

³⁶ The interview was conducted on Thursday, September 23, 2021, at 13:00 p.m..

never demanded compensation if there was a network problem. If I knew, surely I would have raised objections to the problem of internet packages that are often jammed or no internet network. I always pay on time.”

The recognition from Indihome customers, sporadically indicates that there is no effort to balance the principle of mutual purpose between customers and Indihome service providers in the City of Gorontalo. It also reflects the absence of the application of the principle of balance that occurs, if you look at the customer side of Indihome in the city of Gorontalo. Therefore, it is necessary to sort of method to reaffirm that Indihome customers (consumers) have the right to claim compensation from PT. Telkom Gorontalo.

Compensation by businesses to consumers, according to Melissa Septyna Simanjuntak, in a similar study,³⁷ it is awarded when the consumer is declared a loss that is not caused by the consumer. He also explained that consumers and business people must consult to find solutions to the problems that are being faced.³⁸ If it is not clear with the path of deliberation, then there are other avenues such as submitting objections to the Consumer Dispute Resolution Agency (BPSK) or to the district court. It is considered an effort to maintain the value of balance in protection to consumers. Consumers have the rights that have been formulated in the Consumer Protection Act, which have been mentioned earlier.

Consumers (Indihome customers) in The City of Gorontalo need to be aware of their rights that have been determined and formulated in the Consumer Protection Law. This should be done to improve the dignity and dignity of consumers as stated in the Consumer Protection Act. In addition, the step as mentioned earlier is an inevitability in applying balance values in an agreement (contractual). This is in harmony expressed by Octaviana Carolina, et al., in her research, asserting that the principle of balance should be used as a foundation in consumer protection.³⁹

Customers of Indihome and PT. Telkom as a business actor must harmonize each other's relationships as parties bound by the contract. Compliance and awareness of each party are necessary in an effort to harmonize the contractual relationships that have been mutually agreed upon. Because, between the parties both business actors and consumers

³⁷ Melissa Septyna Simanjuntak. (2019). Perlindungan Hukum Terhadap Konsumen Indihome Akibat Terjadinya Gangguan Jaringan Internet Ditinjau Dari Undang – Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi Kasus: Pt.Telkom Medan Divre 1). *Artikel Jurnal*. Fakultas Hukum, Univ. Sumatera Utara, 19.

³⁸ *Ibid*. Hal 20

³⁹ Octaviana Carolina, dkk. (2017). Impelementasi Asas Keseimbangan Dalam Transaksi Jual-Beli Online Ditinjau Dari UU Perlindungan Konsumen. *Diponegoro Law Journal*, 6(2), 1-16.

both have rights and obligations that have been determined / formulated in the Consumer Protection Law. Therefore, there needs to be a sense of responsibility between the two parties.⁴⁰ A sense of responsibility to each party aims to maintain the guarantee of equal rights and obligations so that it is fair and does not burden either party.

Consumers (Indihome customers) and business people (PT. Telkom Gorontalo Branch), needs to instill a sense of responsibility related to their respective rights and obligations that have been agreed in the contract signed together. Because, according to Aryo Dwi Prasnowo and Siti Malikhatun Badriyah,⁴¹ In the conclusion of his research he explained that the standard agreement including the Indihome subscription contract, continues to adjust to the development of zama, he does not always stick to the principles formulated in the Consumer Protection Law. Therefore, the way to balance rights and obligations between the two parties is to instill awareness of responsibility.

1. Conclusion

The principle of balance is one of the things worth noting in a contract relationship such as indihome service providers and their customers. The application of the principle of balance between customers and Indihome service providers in the City of Gorontalo is carried out jointly by the customer and the Indihome service provider. The customer applies the principle of balance by paying internet bills in accordance with the duration of time given. Indihome service providers apply the principle of balance by compensating, repairing networks, and other actions deemed necessary.

References

Ardianysah. (2021). Penerapan Asas Keseimbangan Dalam Klausula Baku Ditinjau Dari Prespektif Perlindungan Konsumen. *Tadulako Master Law Journal*. 5 No.2 (2021): 184-196.

Bukit, Jonneri, dkk. Eksistensi Asas Keseimbangan Pada Kontrak Konsumen Di

⁴⁰ Kesadaran dan tanggungjawab kepada pelaku usaha dan konsumen merupakan cita-cita dari UU Perlindungan Konsumen. Lihat Pula: Jonneri Bukit dkk. (2018). Eksistensi Asas Keseimbangan Pada Kontrak Konsumen Di Indonesia. *DiH: Jurnal Ilmu Hukum*, 24.

⁴¹ Aryo Dwi Prasnowo dan Siti Malikhatun Badriyah. (2019). Implementasi Asas Keseimbangan Bagi Para Pihak dalam Perjanjian Baku. *Jurnal Magister Hukum Udayana*. 8(1), 61-75.

Indonesia. *DiH Jurnal Ilmu Hukum*, 14 No. 28, (2018): 24-32.
DOI: <https://doi.org/10.30996/dih.v0i0.1788>

Carolina, Octaviana, dkk. Impelementasi Asas Keseimbangan Dalam Transaksi Jual-Beli Online Ditinjau Dari UU Perlindungan Konsumen. *Diponegoro Law Journal*, 6 No. 2, (2017): 1-16.

Ferdian, Muhammad. Perlindungan Konsumen Atas Kehilangan Atau Kerusakan Barang Bagasi Transportasi Udara, *Jurnal Ilmiah Hukum Dirgantara*, 11 No. 1, (2020): 40-52, DOI: <https://doi.org/10.35968/jh.v11i1.650>.

Jumaianti. Perlindungan Hukum Terhadap Konsumen Karena Adanya Gangguan Jaringan Internet (Studi Di PT. Telkom Area Malang). *Jurnal Ilmiah Ilmu Hukum*, 26 No. 1, (2020): 64-75.

Kitab Undang-Undang Hukum Perdata

Madia, P.B.M, & Ida Bagus Putra Atmadja. Perlindungan Hukum Bagi Konsumen Yang Menggunakan Kosmetik Tanpa Pencantuman Tanggal Kadaluarsa, *Jurnal Kertha Semaya*, 7 No. 12, (2019): 1-15.

Melissa Septyna Simanjuntak.. Perlindungan Hukum Terhadap Konsumen Indihome Akibat Terjadinya Gangguan Jaringan Internet Ditinjau Dari Undang - Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi Kasus: Pt.Telkom Medan Divre 1). *Artikel Jurnal*. (2019). Fakultas Hukum, Univ. Sumatera Utara.

Negara, I.G.P & I Nyoman Lemes. Upaya Pemenuhan Hak Konsumen Menurut UU PK Oleh PDAM Kab. Buleleng, *Jurnal Hukum Kertha Widya*, 7 No. 1, (2019): 49-70.

Prasnowo, A.D, dan Siti Malikhatun Badriyah. Implementasi Asas Keseimbangan Bagi Para Pihak dalam Perjanjian Baku. *Jurnal Magister Hukum Udayana*. 8 No. 1, (2019):

61-75, DOI: <https://doi.org/10.24843/JMHU.2019.v08.i01.p05>

Produk hukum

Rahmayani, Nuzul. Tinjauan Hukum Perlindungan Konsumen Terkait Pengawasan Perusahaan Berbasis Financial Technology di Indonesia. *Pagaruyuang Law Journal*. 2 No. 1, (2018): 24-41.

Rusniati. Prosedur dan Perjanjian Pemasangan Wi-Fi Antara Pihak Indihome Dengan Konsumen Serta Akibat Hukumnya Jika Salah Satu Pihak Wanprestasi, *Jurnal Kepastian Hukum dan Keadilan*, 2 No.1, (2020): 34-47, DOI: <https://doi.org/10.32502/jurnal%20khdk.v2i1.3046>

Suarti, Eni. Asas Keseimbangan Para Pihak Dalam Kontrak Jual Beli Tanah. *Jurnal Hukum Doctrinal*, 4 No. 1, (2019): 976-987.

Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen

Wibisono, D.B, & Mozes Reynaldo Christanto. Pemenuhan Hak Konsumen melalui Perlindungan Hak Merek, *Jurnal Suara Hukum*, 2 No. 1, (2020): 33-53.

Yusri, M. Kajian Undang-Undang Perlindungan Konsumen Dalam Perspektif Hukum Islam. *Jurnal Justisia Ekonomika*. 3 No. 1, (2019): 1-15. DOI: <http://dx.doi.org/10.30651/justeko.v3i1.2963>