



Legal Repercussions of Business Actors Selling Expired Snack Products by Modifying Production Labels

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Abstract: The purpose of this study is to describe the legal consequences of the sale of expired snack products by changing the production date label carried out by business actors. The research method used in this article uses normative research methods by conducting a library study approach. The results of this study are the case of changing the expiration date label on food packaging, as well as other regulations that are relevant to the case, namely Permendag No.25 of 2021 concerning the Determination of Goods that are Required to Use or Equip Indonesian Language Labels and PP No.69 of 1999 concerning Food Labels and Advertising. In MOT 25/2021, it is explained in Article 1 Paragraph (1) that, with this Ministerial Regulation, goods that are obliged to use or complete Indonesian language labels are determined. Then in Article 2 Paragraph (1) of Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Food Labels and Advertising, it is stated that, Every person who produces or imports packaged food into the territory of Indonesia for trading is obliged to include a label on, in, and or in food packaging. So, from the explanation above that the use of labels on food products is very important because it provides clear information about the product, whether it is still suitable for consumption or not, so the use of labels must be included. therefore, the replacement of production and expiration date labels on snack and snack food packaging can have a negative impact on society, especially on children who often consume these foods. This can also jeopardize human safety and health, in accordance with the principle of consumer safety and security, which ensures that people can use, use, and use the goods or services they consume or use.

Keywords : Legal Effects; Expired Snack Products; Business Actors

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1. Introduction

In the current era of globalization, the economy is developing rapidly, resulting in a wide range of goods and services accessible to the public. Globalization opens up international markets, pushing businesses to guarantee better food quality and consumer welfare.¹ With the issuance of Law No. 8 of 1999 on Consumer Protection (UUPK), published in the RI State Gazette No. 42 of 1999, Indonesia's consumer protection legal system has made great progress. This is a big step towards a just, materially and spiritually prosperous society in economic democracy, which is in accordance with the values of Pancasila and the 1945 Constitution of the Republic of Indonesia.² According to Article 1 Paragraph (1) of Law No. 8 Year 1999 on Consumer Protection, it states that, "Consumer protection is all efforts that ensure legal certainty to provide protection to consumers." It is important to question the security provided to the public as consumers. Knowing the needs and wants of consumers is an important part of marketing strategy. Marketers can come up with appropriate marketing policies by understanding customer needs. Consumers can get information about products through communication. Therefore, understanding how communication affects consumer behavior is very important, especially in marketing.

According to Az. Nasution, consumer law consists of laws that regulate and protect the interests of consumers. On the other hand, consumer law is the law that regulates relationships and problems involving various parties related to consumer goods or services in everyday life. However, there is another view that consumer protection law is part of consumer law as a whole. Because consumer law covers various matters relating to consumer interests, including the protection of consumer rights.

Consumer protection today cannot be separated from trading activities. The main objective of trade is to create a balance between the rights and responsibilities of businesses and consumers. In Indonesia, consumer protection receives considerable attention because it is related to regulations that promote welfare. By achieving a balance between businesses and consumers, a prosperous society is expected. Imbalances in consumer information and awareness arise because the goods and services used to fulfill human needs are constantly evolving. Consumers really need food, so it is important to know about the safety of food products. According to Article 1 Paragraph (1) of Law No. 18/2012 on Food, food includes everything that comes from biological sources such as agricultural products, plantations, forestry, fisheries, livestock, waters, and water, both in processed and raw forms intended for human

¹ Ni Wayan Juliasih, Ni Ketut Sari Adnyani, Dan Ratna Artha Windari, "Perlindungan Konsumen Terhadap Beredarnya Makanan Kadalawarsa Di Desa Ambengan Kabupaten Buleleng," *Jurnal Komunitas Yustisia* 1, No. 3 (2018): 196-205.

² Taffana Agyarossa Dan Rani Apriani, "Analisis Penyelesaian Sengketa Perlindungan Konsumen Diluar Pengadilan Menurut Undang-Undang Nomor 8 Tahun 1999," *Jurnal Ilmiah Wahana Pendidikan* 9, No. Mor 9 (2023): 270.

consumption as food or drink, including food additives, food raw materials, and other materials used in the process of preparation, processing, making food and drinks.

One of the main factors leading to consumer weakness is low awareness of their rights, which is usually caused by a lack of consumer knowledge. Therefore, the GCPL was created to provide a solid legal foundation for the government and non-government consumer protection agencies to raise consumer awareness through education and training. In this unfavorable situation, producers or businesses may market goods without regard to consumer rights; consumers rely solely on information provided by businesses. However, information tends to be ineffective without guidance. Therefore, labeling and quality standardization are very important, especially for food products that are critical to human health.³

Cases of expired food and beverages often occur even to the point of changing the expiration label on the packaging and then being sold to the public. The case regarding the circulation of *expired* snacks or snacks by changing the *expiration* date on the packaging that occurred on Jl. AMD, West Turida Neighborhood, Turida Kec. Sandubuya, Mataram City.⁴ Starting from public information about the activities of selling or trading expired food, on this Saturday, June 03, 2023 at around 20.00 WITA, members of the Mataram City Police went to the location in question, when they arrived at the location the perpetrator was rubbing / erasing and changing the expiration date on the snack / snack packaging, seeing this, members of the Mataram City Police immediately secured the perpetrator with the initials M and the evidence used to erase / change the expiration date on the snack / snack packaging in the form of 5 (five) montana brand permanent marker markers, 1 (one) SNOWMAN brand permanent marker marker, 2 (two) snowman marker markers, 1 (one) honaga brand pen, 1 (one) blue cutter, 1 (one) bottle of black stamp ink Trodat brand, 1 (one) katik as a scrubbing tool, 6 (six) number stamps Trodat brand, 2 (two) large size stamp tubs NOVUS brand, 1 (one) small stamp tub of novus brand 1 (one) small stamp tub without lid, 2 (two) packs of tessa tissue brand gloves wipes, 2 (two) packs of tessa tissue brand make up remover, 1 (one) pack of tessa tissue glover wipes baby & kids, 1 (one) book of books, 1 (one) book of books, 1 (one) book of books, 1 (one) book of books, 1 (one) book of books, 1 (one) book of books, 1 (one) book of books. kids, 1 (one) Paperline brand cash receipt book, 1 (one) Bonnex brand cash receipt book, 1 (one) plastic bottle containing pertalite fuel liquid, 1 (one) plastic jar, 2 (two) large red tape cutting tools, 1 (one) small red tape cutting tool and 1 (one) large blue tape cutting tool are evidence that we secure in the form of tools used to remove / change the expiration date on snack / snack food packaging, In addition, 1 (one) box of Twistko (expiration date) 08-02-2023, 7 (seven) boxes of Twistko (expiration date) 07-04-2023, 5 (five) boxes of Twistko,

³ Siska Mardiana, "Peranan Komunikasi Pemasaran Dalam Membentuk Perilaku Konsumen", *Jurnal Ilmu Komunikasi* 2, No. Mor 2 (2013): 40.

⁴ Alfina Maharani Dan Adnan Darya Dzikra, "Fungsi Perlindungan Konsumen Dan Peran Lembaga Perlindungan Konsumen Di Indonesia: Perlindungan, Konsumen Dan Pelaku Usaha (Literature Review)", *Jurnal Ekonomi Manajemen Sistem Informasi* 2, No. Mor 6 (2021): 660.

(expiration date) 19-04-2023, 1 (one) box of Twistko (expiration date) 01-05-2023, 1 (one) box of Twistko (expiration date) 04-05-2023, 1 (one) box of Twistko (expiration date) 08-05-2023, 40 (forty) boxes of Twistko, (expiration date) 21-05-2023, 4 (four) packages of Twistko, 3 packs/pcs (expiration date changed) 20-11-2023, 8 (eight) packages of Twistko, 3 packs/pcs (expiry date replaced) 20-12-2023, 9 (nine) packages of Twistko, 3 packs/pcs (expiry date replaced) 29-12-2023, 14 (fourteen) boxes of Gemez Enaak noodle snacks (expiry date replaced) 04-05-2023, 100 (one hundred) packs of Gemez Enaak noodle snack (no expiry date), 1 (one) box of French Freis Fries (expiry date) 16-02-2023, 1 (one) box of French Freis Fries (expiry date) 20-02-2023, 3 (three) boxes of Leanet Tic Tic (expiry date) 11-02-2023, 8 (eight) boxes of Leanet Tic Tic (expiry date) 20-02-2023, 6 (six) boxes of Leanet Tic Tic (expiry date removed), 40 (forty) pcs of Tic Tic (expiry date removed) 22-10-2023, 20 (twenty) pcs of Tic Tic (expiry date removed) 05-12-2023 and 160 (one hundred and sixty) pcs of Tic Tic (expiry date removed) 22-12-2023, then the defendant and the evidence were taken to the Mataram City Police Station for further examination. The perpetrator with the initials M obtained snacks by purchasing from one of the staff of PT Mitra Abadi whose address is Abian Tubuh Utara Neighborhood, Cakra Selatan Baru Kec.Cakranegara, Mataram City named HIFZIL QIROM and the defendant aims to make a profit.

Therefore, related to the case of selling snack products by replacing the *expired* label on the packaging that occurred on Jl. AMD West Turida Neighborhood, Tiruda Kec. Sandbuya, Mataram City, the actions of the suspect violated the rules in Law Number 8 concerning Consumer Protection in Article 62 Paragraph (1) Jo Article 8 which states that:

Article 62⁵

- 1) Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with imprisonment of 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah).

Article 8

- (1) Business actors are prohibited from producing and/or trading goods and/or services that are :
 - a. does not meet or is not in accordance with the required standards and provisions of laws and regulations;
 - b. not in accordance with the net weight, net or net contents, and quantity in the count as stated in the label or etiquette of the goods;

⁵ Lucius Andik Rahmanto, "Perlindungan Hukum Terhadap Penjual Dan Reseller Di Pasar Tradisional Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen", *Jurnal Actual* 9, No. Mor 2 (2019): 65.

- c. not in accordance with the measurements, measures, scales and quantities in the count according to actual measurements;
- d. not in accordance with the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;
- e. not in accordance with the quality, level, composition, processing, style, fashion, or specific use as stated in the label or description of the goods and/or services;
- f. not in accordance with the promises stated in the label, etiquette, description, advertisement or sales promotion of the goods and/or services;
- g. does not include the expiry date or the period of best use/utilization of the particular goods;
- h. does not follow the provisions of halal production, as the "halal" statement included in the label;
- i. not putting up labels or making explanations of goods containing the name of the goods, size, weight/net or net contents, composition, rules of use, date of manufacture, side effects, name and address of the business actor and other information for use which according to the provisions must be put up/made;
- j. Business actors are prohibited from trading damaged, defective or used, and polluted goods without providing complete and correct information on the goods in question.⁶

(2) Business actors are prohibited from trading pharmaceutical preparations and food that are damaged, defective or used and contaminated, with or without providing complete and correct information.

(3) Business actors who commit violations of paragraphs (1) and (2) are prohibited from trading such goods and/or services and must withdraw them from circulation.

In addition, the perpetrators violated Article 143 Jo Article 99 of Law Number 18/2012 concerning Food, which states that;

Article 143

"Any person who intentionally deletes, revokes, covers, changes the label, relabels, and/or changes the expiration date, month, and year of the Food in circulation as referred to in Article 99 shall be punished with imprisonment for a maximum of 2 (two) years or a maximum fine of Rp4,000,000,000.00 (four billion rupiah)."

⁶ Hielivita Ludya Dan Irene Svinarky, "Perlindungan Konsumen Terhadap Poduk Makanan Indomie (Mi Instant) Produsen Indonesia", *Jurnal Cahaya Keadilan* 4, No. Mor 1 (2016): 114-15.

Article 99

"Any person is prohibited from deleting, revoking, covering, changing the label, relabeling, and/or changing the expiration date, month, and year of the food in circulation."⁷

In relation to the case of changing the *expiration* date label on food packaging, there are other regulations that are relevant to the case, namely MOT Regulation No.25/2021 concerning the Determination of Goods that are Required to Use or Complete Indonesian Language Labels and PP No.69/1999 concerning Food Labels and Advertising. In Permendag No.25 of 2021, it is explained in Article 1 Paragraph (1) that, with this Ministerial Regulation, goods that are required to use or complete Indonesian language labels are determined. Then in Article 2 Paragraph (1) of Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Food Labels and Advertising, it is stated that, Every person who produces or imports packaged food into the territory of Indonesia for trading is obliged to include a label on, in, and or in food packaging. So, from the explanation above that the use of labels on food products is very important because it provides clear information about the product, whether it is still suitable for consumption or not, so the use of labels must be included.⁸

Thus, it can be concluded that the relabeling of production and expiration dates on snack and snack food packaging can have an adverse impact on the public, especially on children who frequently consume these foods. It can also jeopardize human safety and health, in accordance with the principle of consumer safety and security, which guarantees that people can use, use, and use the goods or services they consume or use.

2. Method

This research method uses a normative research method with a literature study approach.⁹

3. Legal Consequences of the Sale of Expired Snack Products by Replacing the Production Date Label

Trade, one of the most commonly practiced economic activities in Indonesia, offers many opportunities and great profit potential. It encompasses the transaction of goods between sellers and buyers. Individuals are more interested in starting their own business as trading can be done in a variety of places, from everyday environments to

⁷ Tika Hartika Sari, "Sanksi Pidana Terhadap Pelaku Usaha Yang Tidak Mencantumkan Tanggal Kadaluarsa Makanan Kemasan," *Jurnal Hukum Tri Pantang* 9, no. 1 (2023): 22–29.

⁸ Putusan Nomor: 561/ Pid.Sus/2023/Pn Mtr

⁹ Zainuddin Ali, *Metode Penelitian Hukum* (Sinar Grafika, 2021).

online platforms. In addition, there are many industries that can succeed with little capital, appealing to entrepreneurs.

In other words, people involved in business are often referred to as producers. The term comes from "producent" in Dutch, which means "producer" in English. Those who make goods and services are called producers or entrepreneurs. They can include anyone responsible for providing goods and services to customers, such as manufacturers, wholesalers, distributors, and retailers.¹⁰

Various unforeseen problems often arise in the business world. Competition is an integral part of business operations. The principles of a market economy mean that everyone has the right to buy, sell and determine how goods and services are produced. This causes market behavior and structure to be unpredictable, which sometimes leads to wrongful trade practices in goods and services. Consumers, producers, and governments all suffer from this. In the midst of dynamic and continuous developments in the economic field, consumer protection is becoming increasingly important due to the emergence of various new issues related to consumer protection.¹¹

Customer convenience when using products, whether goods or services, is very important to both the customer and the manufacturer as a whole. To ensure their safety and convenience when choosing and eating a product, especially food, consumers consider many things. Ingredient composition, nutritional value, processing during the production process, storage, packaging, and product expiration dates are all included in these considerations.¹²

Researchers found that, although customers expect the products they buy to meet standards of convenience and safety, companies often try to deceive customers in various ways to make a profit. Cheating in the trade of food products is common in Indonesia.¹³ Some businesses do the following: not placing expiration labels on food and beverage packaging, selling expired products to the general public, recycling expired food products, or even deliberately changing the production date labels on food product packaging. Therefore, businesses can suffer serious legal consequences if they violate the law.

¹⁰ Novi Masrani Nazara, "Tanggung Jawab Pelaku Usaha Terhadap Konsumen Yang Mengalami Kerugian Akibat Produk Makanan Kadaluwarsa," 2019.

¹¹ Hari Sutra Disemadi Dan Puteri Ariesta Nadia, "Produk Bahan Pangan Kadaluarsa Yang Diperjualbelikan Di Supermarket: Suatu Kajian Hukum Perlindungan Konsumen," *Maleo Law Journal* 5, No. 2 (2021): 13–25.

¹² Isabella Sucitra, "Perlindungan Konsumen Terhadap Produk Makanan Kadaluarsa Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Lex Privatum* 5, No. Mor 8 (2017): 103.

¹³ Avivah Wulansari, "Analisis Jual Beli Makanan Ringan tanpa Tanggal Kadaluarsa dalam Kompilasi Hukum Ekonomi Syariah dan Undang-Undang Perlindungan Konsumen (Studi Kasus Toko K'becik Desa Njasem Kecamatan Trangkil Kabupaten Pati)" (IAIN KUDUS, 2023).

Legal consequences for business actors who produce or trade food products that are not in accordance with or violate the provisions, which are regulated in Article 19 concerning Business Actor Responsibility and Article 62 and Article 63 concerning Criminal Provisions in Law No. 8 of 1999, in addition to Article 143 which regulates criminal fines in Food Law No. 12 of 2012 concerning food, and in Article 61 concerning administrative actions in Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Labels and Advertising.

Article 19 of Law No. 8 of 1999 on Consumer Protection states that business owners are responsible for compensating for any loss, pollution, or damage suffered by consumers when they use goods or services made or traded by them. The compensation can be in the form of a refund, replacement of goods or services with equivalent goods or services, or provision of health care or compensation in accordance with applicable legal provisions. The compensation must be processed within a maximum of 7 days after the date of the transaction.¹⁴

Article 62 Paragraphs (1) and (3) and Article 63 of the GCPL state the following: Article 62 Paragraph (1), namely business actors who violate the provisions referred to in Article 8 shall be punished with a maximum imprisonment of 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah). Article 62 Paragraph (3) states that violations that result in serious injury, serious illness, permanent disability or death shall be subject to the applicable criminal provisions, and Article 63 states that against the criminal sanctions as referred to in Article 62, additional penalties may be imposed, in the form of confiscation of certain goods; announcement of a judge's decision; payment of compensation; an order to cease certain activities that cause consumer harm; the obligation to withdraw goods from circulation; or revocation of a business license.¹⁵

Article 143 of the Food Law states that any person who intentionally deletes, revokes, covers, changes the label, relabels, and/or exchanges the expiration date, month, and year of the Food in circulation as referred to in Article 99 shall be punished with a maximum imprisonment of 2 (two) years or a maximum fine of Rp4,000,000,000.00.

Article 61 paragraphs (1) and (3) and Article 61 paragraph (1) of Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Labels and Advertisements states that any person who violates the provisions as referred to in this Government Regulation shall be subject to administrative action.

¹⁴ Nur Hamid Nur Hamid, "Tanggung Jawab Pelaku Usaha Terhadap Konsumen Sesuai Undang-Undang No 8 Tahun 1999 Tentang Perlindungan Konsumen Terkait Dengan Produk Makanan Kadaluarasa Di Kabupaten Semarang" (Undaris, 2022).

¹⁵ I. Nyoman Gallan Tri Prasuta Purwanta, Ni Luh Made Mahendrawati, dan Ni Made Puspasutari Ujianti, "Perlindungan Hukum Terhadap Konsumen Dalam Peredaran Barang Yang Diproduksi Tidak Sesuai Dengan Label," *Jurnal Konstruksi Hukum* 2, no. 2 (2021): 384-89.

Article 61 paragraph (3) of Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Labels and Advertisements states that the administrative actions as referred to in paragraph (1) include:

- a. written warning;
- b. prohibition to circulate temporarily and or order to withdraw food products from circulation;
- c. destruction of food if proven to endanger human health and life;
- d. temporary suspension of production;
- e. imposition of a fine of up to Rp 50,000,000.00 (fifty million rupiah), and or;
- f. revocation of production license or business license.

The listed measures represent a graduated approach to regulatory enforcement in the food industry, aiming to ensure public health and safety. Beginning with a written warning, authorities can escalate actions if non-compliance continues or if a significant risk is identified. These actions include temporarily prohibiting the circulation of food products and ordering their withdrawal from the market, as well as the destruction of food that poses a danger to human health. Further sanctions include the temporary suspension of production and financial penalties up to fifty million rupiah. In severe cases, the ultimate consequence is the revocation of production or business licenses, effectively halting operations to protect consumers.

4. Analysis of the Sale of Expired Snack Food Products by Replacing the Production Date Label in Decision 561/Pid.Sus/2023/PN Mtr

In the chronology in Decision 561/Pid.Sus/2023/PN Mtr that, on Saturday, June 03, 2023 at around 20.00 WITA at Jl. AMD West Turida Neighborhood, Tuirda Kec. Sandubaya, Mataram City, a business actor with the initials (M) was found producing / trading goods that did not meet or did not comply with the required standards. Starting from public information about the activities of selling or trading expired food, based on this information, members of the Mataram City Police went to the location in question, when they arrived at the location the defendant was rubbing / erasing and changing the expiration date on the snack / snack packaging, seeing this, members of the Mataram City Police immediately secured the defendant and evidence in the form of snacks and tools to remove / change the expiration date on snack / snack packaging, then the defendant and evidence were taken to the Mataram City Police for further examination. The defendant obtained the snacks by purchasing them from one of the staff of PT Mitra Abadi whose address is Abian Tubuh Utara Neighborhood, Cakra Selatan Baru, Cakranegara Sub-District, Mataram City, named HIFZIL QIROM and the defendant intended to make a profit.

In the first indictment the defendant's actions are regulated and punishable in Article 62 paragraph (1) jo Article 8 of Law No. 8 of 1999 concerning Consumer Protection and in the second indictment are punishable in Article 143 Jo. Article 99 of Law No. 18 of 2012 on Food as amended by Paragraph 11 Letter e of Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation into Law.

Based on the results of the decision in accordance with the second indictment of the public prosecutor in Decision Number: 561/Pid.Sus/2023/PN Mtr, it was decided that the defendant M. Septiawan was guilty of committing the crime of "any person intentionally deleting, revoking, covering, changing labels, relabeling, and/or changing the expiration date, month, and year of food in circulation" as in the Second Indictment of the Public Prosecutor, namely violating Article 143 Jo. Article 99 of Law No. 18 of 2012 on Food as amended by Paragraph 11 Letter e of Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation into Law, sentenced the defendant M. Septiawan to 1 (one) year imprisonment minus the period during which the defendant is in detention and with an order that the defendant remain in detention, and detained the evidence to be destroyed.

Based on the explanation above, a more in-depth analysis from the researcher shows that there is an element of intentionality from the business actors in this situation. They continue to sell snacks that have passed the consumption limit or have expired, even though they know it. Snacks, which are usually consumed by children, are also expired products. This is very dangerous as consuming expired food can be harmful to your health. It seems that businesses only pay attention to profits and ignore the risks posed to their consumers of losing money and their health.¹⁶

Based on this opinion, the imbalance between businesses and consumers causes legal consequences related to the circulation of expired snacks and the replacement of *expired* labels on packaging. According to the balance of interests theory, the rights and obligations of consumers are not balanced, which means that their rights are not fulfilled and they suffer losses.

This concept is rooted in the fact that the structure of society is often unbalanced to begin with, according to Pound's balance of interests theory. While certain interests may be prioritized, others may be marginalized. Pound argued that these interests should be regulated proportionally. The ultimate goal is to build a society that meets needs, prevents disputes, and reduces waste of resources as much as possible. Article 4 of GCPL stipulates that one of the consumer rights is the right to comfort, security, and safety when consuming goods or services. However, in the case mentioned above, consumers' rights were violated because businesses did not fulfill their obligations under Article 7 of GCPL, which includes providing accurate, clear, and honest

¹⁶ M. Khaidir Adli dan Syamsuddin Abd Heryani, "Implementasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Penjualan Makanan Kadaluarsa Di Kelurahan Tungkal II," *Siyasah: Jurnal Hukum Tata Negara* 6, no. I (2023).

information about the condition and type of goods consumers are purchasing. In this case, the trader used liquid gasoline to replace the expired labels of the snacks. This shows that companies can deceive consumers easily because consumers' awareness of their rights is low. To solve this problem, laws or regulations should be made to clearly guarantee consumer rights, in accordance with the theory of legal certainty.

Replacing production date labels on expired product packaging is a dangerous and serious act as it involves an element of intentionality and is a form of counterfeiting. Researchers interviewed relevant institutions to find out if similar cases exist in Gorontalo and why findings have not been made there. Based on the results of the researcher's interview, according to Mrs. Rofinda Fatmawati Poli, ST as Head of BPSK Secretariat Section, Gorontalo City Industry and Trade Office (Disperindag Kota Gorontalo). BPSK handles and resolves business-consumer conflicts. One of the out-of-court options is dispute resolution through BPSK, with mediation as one of the alternative resolution approaches. Researchers were interviewed to find out whether there were cases of changing production date labels on expired food product packaging. In the results of interviews conducted by researchers, according to Mrs. Rofinda Fatmawati Poli, ST as Head of the BPSK Secretariat Section, Gorontalo City Industry and Trade Office (Gorontalo City Industry and Trade Office), the majority of consumer problems are related to financial problems or vehicle towing by companies or financial institutions because installment payments have not been paid for two to three months.

Consumers expect the company or financial institution not to tow their vehicle, even though they may want to pay the installments on the vehicle but it is damaged. Therefore, consumers filed complaints with BPSK to mediate the relationship between consumers and companies. In addition, BPSK also received a complaint about an expired food case that occurred in 2023 that did not have an amended production date label on the packaging. This was the result of Alfamart's negligence in not checking the products they sold, especially the expired UHT milk. However, until now, no complaints have been reported to BPSK regarding the replacement of production date labels on the packaging of expired food products. According to Ms. Indah, this may be because the case of changing the label on expired food products is considered a very serious or dangerous problem.

Thus, related to the results of the next researcher interview, according to Mrs. Fauzia Utiahman, S.H., M.H., as the Consumer Supervision and Protection Section as well as the Supervision of Trade Activities, Gorontalo Province Industry and Trade Office (Gorontalo Province Disperindag). This is the same as the interview with the Gorontalo City Disperindag, because the case complaint from the city Disperindag is reported to the Gorontalo Provincial Disperindag.

Based on interviews conducted by researchers to find out whether or not there are cases of changing the production date label on the packaging of expired food products

in the Gorontalo Province Disperindag, in the results of interviews conducted by researchers that according to Mrs. Fauzia Utiahman, S.H., M.H., as the Consumer Supervision and Protection Section as well as Supervision of Trade Activities, Gorontalo Province Industry and Trade Office (Gorontalo Province Disperindag), in supervising food and beverage trade, Disperindag continues to pay attention to the problem of expired food and directs it to BPOM or the Health Office for further handling. To handle consumer disputes, Disperindag has a cooperation agreement (MOU) with BPOM or the Health Office.

However, to date there have been no complaints about changing product expiration date labels. In the case of expired food, Disperindag usually goes directly to the field to deal with the problem. For example, there will be on-site coaching if expired products are found in stores such as Alfamart or Indomaret. This may include an exchange or return of the expired goods, provided that the goods were purchased at the store. As another example, in 2010, distributors were given immediate coaching after expired milk was found in street vendors such as martabak vendors. But it seems that the act was committed by unscrupulous employees. According to Ms. Fauzia Utiahman, S.H., M.H. Ms. Fauzia's experience since 2009 shows that the replacement of expiry date labels on food product packaging usually occurs in big cities or on Java Island. During this experience, there have been no reports to Disperindag about the changing of labels on expired products or counterfeiting of goods.

The sale of products that are close to their expiry date is still common. As businesses may feel safer doing so in remote areas of Java Island than in big cities, falsification of expiry date labels on food products usually occurs in rural or remote areas. No cases have been detected in Gorontalo as businesses may not dare to do so. In the case of expired food that has been consumed, the resolution is usually only through mediation and payment of compensation to the business. Consumers will usually not pursue the case to court as long as the business pays the compensation.

According to the interview findings above, the researcher is of the opinion that there have been no recorded cases in Gorontalo of changing the production date labels of expired products. This may be because changing the labels of expired products is considered a very dangerous or fatal situation. In most cases, these issues arise in big cities, and even on Java Island, they usually arise in remote areas. In Gorontalo, there is a possibility of such a case, but it has not been found yet. One of them may be because business people in the place don't dare to do it. Another factor may be that there is excellent supervision from the relevant institutions that handle or teach similar cases to prevent unwanted things from happening. As a result, this may be the main reason that Gorontalo cases have not occurred or have not been found.

5. Conclusion

The legal consequences for business actors who produce or trade expired food products by changing the production date labeling on the packaging, which is regulated in Article 19 concerning Business Actor Responsibility and Article 62 and Article 63 concerning Criminal Provisions in Law Number 8 of 1999, in addition to Article 143 which regulates criminal fines in Food Law Number 12 of 2012 concerning food, and in article 61 concerning administrative actions in Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Labels and Advertising. The recording of sanctions aims to encourage compliance with the Law. Thus, sanctions such as label replacement on food products carried out by companies can have a strong deterrent effect on violations of the Law.

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