Legal Implications of Differences in Goods Price Labels in Shop Cashier Showcases for Entrepreneurs

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Abstract: The purpose of this research is to know and analyze about the legal implication that there is a difference in the price tag of goods on the window display and the shop cashier for entrepreneurs, which has implications for the provisions of the Consumer Protection Act and Permendag No. 35 of 2013 which can result in criminal sanctions and administrative sanctions as well as payment based on the lowest price tag. Based on the aspect of responsibility as a business actor, namely public accountability and private responsibility, it has implications for law enforcement (criminal sanctions and administrative sanctions). The problem of price differences in shop windows and during the payment process at the cashier also has implications for the course of the buying and selling process in social life, among other things, has implications for price uncertainty, injustice for consumers, and has implications for benefits that only benefit business actors...

Keywords: Price Differences, Goods, Consumer Protection.
1. Introduction

Indonesia is the highest agreement of the state's formers, even though it has experienced a constitutional test when the 1945 Constitution was amended into the Constitution of the United Republic of Indonesia in 1949, even so the recognition of the regions under the auspices of the State of Indonesia is still recognized. An absolute requirement for state sovereignty is the existence of a society that obeys the constitution and its government. Because the essence of the constitution is the conception of the state which is the basis and limitation of the constellation of the state administration system. Therefore, in legal politics, a legal discovery and new law-making that is in accordance with the goals of the State is a value that must be implemented in order to achieve legal supremacy and justice.

In our daily lives, even in society, in order to make ends meet, there are often crimes and violations committed by certain people and people who threaten some members of society, which in law is known as criminal acts. At present, not only the crime rate or quantity of crime is increasing but also the type of crime or quality has developed rapidly in Indonesia. Criminal sanctions are seen as an effective solution in tackling this problem. Criminal sanctions are a manifestation of the state's responsibility to maintain security and order as well as efforts to protect the law for its citizens. This is a logical consequence of the concept of forming a state which, according to JJ Rosseau, is based on community agreements. Furthermore, the people agreed to enter into a noble agreement (modus vivendi) which was set forth in a basic law in the form of the state constitution. Legal protection is really needed because of efforts to integrate various needs in associations so that there are no conflicts between needs and can enjoy all the rights granted by law. The state is firmly obliged to try to fulfill the rights of every citizen.

Society's need for goods and services will never end and even tends to increase over time. The high demands of society to meet their daily needs are well utilized by

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business actors or producers to compete to innovate in producing goods and/or services that are adapted to environmental conditions and the level of consumer welfare. The emergence of competition among business actors will certainly provide distinct benefits for producers and consumers.\textsuperscript{9}

The rapid development of the economy in the field of national industry and trade has resulted in a wide variety of goods and services. Furthermore, the effects of globalization and free trade supported by technological advances have escalated the flow of transactions of goods and services offered, both in the form of domestic and foreign products.\textsuperscript{10}

In the process of meeting basic daily needs, people cannot be separated from shopping centers. Initially there were only traditional markets and itinerant traders, but over time modern markets began to appear in the form of retail which are often called Supermarkets or Minimarkets. As a result, currently many people tend to choose Supermarkets and Minimarkets as shopping centers because the products sold are more complete, the layout is neat, clean, safe and comfortable. Supermarkets and Minimarkets also have other advantages that can attract buyers or consumers to come shopping, one of which is that they often hold promotions on holidays and regular discount promos on most of the products sold.\textsuperscript{11}

The rise of the retail business does not only occur in regencies and cities, but now it has spread to various sub-districts and rural areas. As it is known that in shopping at supermarkets and minimarkets, consumers can pick up their own shopping items at the places or storefronts that have been provided, where each item in the modern market has a price tag that must be paid by the consumer, then the consumer makes payment at cashier. The prices listed in the storefront for goods in supermarkets and minimarkets show a description of the goods and the price of the goods. However, in reality there are many differences in the price listed in the window with the price that must be paid at the cashier.\textsuperscript{12}

This price difference is clearly detrimental to consumers because the costs to be paid exceed the costs that have been calculated before. In this case, almost no supermarkets or minimarkets are willing to give in and admit mistakes in order to provide satisfactory service to consumers. The community is only faced with two choices, namely continuing to buy at the cashier's price or returning the item. There is no

\textsuperscript{9} Rinitami Njatrijani, \textit{Hukum Perlindungan Konsumen} (Semarang: CV. Tigamedia Pratama, 2018).
\textsuperscript{11}Ibid.
alternative solution that can be taken by consumers, which has become an open secret in the world of industry and trade in Indonesia.\textsuperscript{13}

The law is commander in chief for every citizen, including the consumer protection framework as an effort to ensure legal certainty to provide protection to consumers. Consumer protection is very important for everyone to understand, especially in knowing their rights as a consumer, but due to the limited understanding of society causes consumers not to know their rights as consumers as a whole, therefore business owners usually take advantage of this situation the price tag of the goods in the window at the price when paying at the store cashier. This situation can actually be categorized as a violation committed by business owners because they have violated consumer rights that have been regulated in laws and regulations. The Consumer Protection Act has clarified consumer rights regarding obtaining correct information on purchases made by consumers to business owners, in line with the Minister of Trade Regulation No. 35 of 2013 concerning Listing of Prices of Traded Goods and Service Tariffs. The same issue regarding buying and selling transactions has also been regulated in such a way in the Civil Code, which is the center of the implementation of civil law in Indonesia.

One of the clear evidences of a violation of the above Regulation can be found in the Province of Gorontalo. At the end of 2021, the Gorontalo Province SME Cooperative Service for Industry and Trade (Kumperindag) conducted unannounced inspections of several mini markets spread across the Gorontalo Province area and found differences in the prices of goods listed on the windows and cashiers. This is usually in the form of a description of a promo/discount on the window that aims to attract the attention of consumers to buy the item at a lower price than usual. However, when you want to make a payment through the cashier, the price you have to pay is the normal price which is of course more expensive than the price listed in the window.\textsuperscript{14} This of course cannot be categorized as a marketing strategy, but rather a form of fraud and even a violation of the law.

Still in the span of 2021, the fraud committed by the mini market is in fact also realized by the surrounding community. This is evidenced by reports from the public to the Gorontalo Province UMKM Industry and Trade Cooperative Service (Kumperindag) regarding differences in the prices of goods in the window and cashier. Following up on public reports, the Gorontalo Province Office of Industry and Trade conducted unannounced inspections at several retail mini markets in Gorontalo City, Gorontalo Regency and Bone Bolango Regency. This was allegedly a deliberate act by the mini


market which resulted in losses suffered by consumers. By Diskumperindag Gorontalo Province, even so, to this day similar things still happen which in the end continue to unsettle the public/potential consumers. The following are the products found at different prices in the window and cashier:

Table. 1 Products Found by Kumperindag Gorontalo Different Prices on the Label and Cashier

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mamypoko Pants</td>
<td>Price Tags Don't Match</td>
</tr>
<tr>
<td>Paseo Tissues</td>
<td>Price Tags Don't Match</td>
</tr>
<tr>
<td>Nice tissue</td>
<td>Price Tags Don't Match</td>
</tr>
<tr>
<td>Gold Procis Cheese</td>
<td>Price Tags Don't Match</td>
</tr>
<tr>
<td>Marie Gold Biscuits</td>
<td>Price Tags Don't Match</td>
</tr>
<tr>
<td>Multi Tissue</td>
<td>Price Tags Don't Match</td>
</tr>
</tbody>
</table>

Source: Industry and Trade Office of Cooperatives, Gorontalo Province, June 8, 2021

Based on table 1, there are at least 6 goods/products as samples that are circulated in several mini markets in the Gorontalo area but do not match the price tags listed. There is a violation in the form of a price tag that does not match the price when paying at the cashier, this is caused by a promo period that has expired but is still displayed in the shop window. Such a condition constitutes a violation for the consumer because the real loss is actually the consumer's own.

Thus, the researcher is interested in conducting research related to Juridical Analysis of Differences in Price Labels of Goods in Storefronts and Store Cashiers in the Perspective of Consumer Protection and Regulations of the Minister of Trade Concerning Inclusion of Prices of Goods and Tariffs of Services Traded.

2. method

This type of research is normative research, using an approach statutory approach the author analyzes the laws and regulations. This study uses data analysis techniques with integrative and conceptually tends to be directed to determine, identify, process, and analyze legal materials to understand their significance and relevance.

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3. Analysis And Discussion

Legal Implications of Differences in Price Labels for Goods in Storefronts and Store Cashiers for Entrepreneurs

In principle, every business actor who trades goods in retail and/or services to consumers is required to state the prices of goods or service rates in a clear, easy-to-read and easy-to-see manner. Regarding the rules for the inclusion of prices for goods and services to be sold, they are actually regulated in the Consumer Protection Act and the Regulation of the Minister of Trade of the Republic of Indonesia Number 35 of 2013 concerning Price Listing of Traded Goods and Services Tariffs. Basically, every business actor who sells goods both in retail to consumers must include prices or service rates in a clear, easy to read and easy to see way. This can be seen in Article 2 paragraph (1) Permendag 35/2013 however this does not apply to micro business owners.

According to Sagung Agung Sintia Maharani and I Ketut Markeling, there are several factors that cause price differences on the label (price tag) and the cashier's price, including:16

1. Negligence Factors from Store Employees Negligence can occur because employees are not focused when attaching prices to labels (pricetags), the latest prices that are ready to be attached to changes in the price of goods. This can happen because there are a number of items that are located close together. In addition, the latest price of the printed item is less than the location of the item that has changed in price, so that not all items that have changed in price are attached to the latest price tag.

2. Laziness Factor of Store Employees The next factor is that employees may be lazy to check and change prices on labels (price tags) so that prices for goods that should not be valid are still posted and not replaced with new prices due to laziness of employees.

3. Factors of non-uniformity of goods price data (sourced from Central Company) Price differences on labels and cashiers that often occur in supermarkets or minimarkets (modern markets) generally start before there are price changes that occur in supermarkets, the head office will notify several items that have changed prices via e-mail or notify them directly to the head of the store each

supermarket, but it is not uncommon for a mistake to be made regarding the price to be sent, especially for some products that often experience promos. This can be seen when there are purchases around the cashier, it is possible that the price at the cashier has not been set at a discount or the validity period of the discount has expired but the price listed on the price tag has not been revoked.

4. Factors There is cheating from supermarkets. Related to the difference in price on the label (price tag) and the cashier's price, it usually starts with fraud by the salesperson or employee on duty at the cashier or on the part of the store management, because the power lies with the management, who regulates and determines the store's strategy. The power given can be misused for personal gain by manipulating prices at the cashier.

Legal implications or legal consequences are actions that arise due to a cause, and are carried out by legal subjects. These actions are either in accordance with the law or not in accordance with the law. While explained in Article 1 number 1 of Law Number 8 of 1999 consumer protection is all efforts to ensure legal certainty to protect consumers. Legal consequences will arise if business actors do not carry out their obligations properly and cause consumers to make complaints (null and void). The responsibilities of business actors are listed in Article 19 of Law Number 8 of 1999 concerning Consumer Protection, including:

1. Business actors are responsible for providing compensation for consumer damage or loss as a result of consuming goods or services produced and traded.
2. Compensation referred to in paragraph (1) can be in the form of returning money or similar goods or providing compensation in accordance with the provisions of the applicable law.
3. Compensation for compensation is carried out within 7 days after the date of the transaction.
4. The awarding of compensation referred to in paragraphs (1) and (2) does not eliminate the possibility of a criminal charge based on evidence and the presence of an element of guilt.
5. The provisions referred to in paragraphs (1) and (2) do not apply if the business actor is proven not to have made a mistake and the mistake is the fault of the consumer.

If a business actor who trades goods in retail does not include clear and easy-to-read prices as contained in the Regulation of the Minister of Trade of the Republic of Indonesia Number 35 of 2013 concerning Listing of Prices for Goods and Tariffs for Services Traded, and does not set prices for goods in rupiah, then the perpetrator the
business concerned may be subject to administrative sanctions in the form of revocation of business licenses, particularly in the trade sector. This is done after giving a written warning of 3 (three) times the duration of each warning for a maximum of 1 (one) month.

Meanwhile, if it can be proven that there is a price difference on the price tag and the cashier's price, it is certain that the supermarket business actor has violated Article 8 paragraph (1) letter f which states that business actors are prohibited from producing or selling goods and services that are not in accordance with what is stated in the labels, descriptions, or sales promotions for said goods or services. The threat is in the form of imprisonment for a maximum of 5 (five) years or a fine of up to 2,000,000,000.00 (two billion rupiahs) in accordance with Article 62 of Law Number 8 of 1999 concerning Consumer Protection.

The criminal sanctions can be imposed with additional penalties, namely: Confiscation of certain goods; Announcement of decisions by judges; Payment in the form of compensation; Cessation of certain activities that cause losses to consumers; Withdrawal of goods from circulation; and Revocation of business license.

There is one thing that can become an obstacle, namely related to the step of proof, in this case it is usually difficult to do because consumers are in a weaker condition than business actors. Besides that, it is difficult to prove, it is also difficult for consumers to obtain compensation rights (compensation) for violations committed by business actors, therefore there is a need for legal consequences.

Referring to the Regulation of the Minister of Trade of the Republic of Indonesia Number 35 of 2013 concerning Inclusion of Prices for Goods and Services Traded, if there is a difference in the price tag and the cashier's price, the price used is the lowest price. Meanwhile, if referring to Law Number 8 of 1999 concerning Consumer Protection, if a difference is found on the price tag and the cashier's price, then the business actor is proven to have violated Article 8 paragraph (1) letter f of Law Number 8 of 1999 concerning Consumer Protection.

There is a loss to consumers for the price difference on the shelf with the cashier's receipt that is detrimental to consumers, so there are efforts from business actors to determine what methods are taken in order to be able to prove that the error in the difference or difference in price on the shelf with the cashier's receipt is detrimental to consumers, namely basis of responsibility, evidence, and compensation.

Based on that, legal settlement efforts that will be carried out by minimarkets or supermarkets or shops as business actors if there are differences or price differences
that harm consumers, can be observed from the point of view of responsibility as business actors, who are burdened with 2 types of responsibility, namely: 17

**Public Accountability**

Supermarkets, minimarkets or similar shops as business actors have duties and obligations to participate in creating and maintaining a healthy business climate that supports the development of the national economy as a whole. Therefore, business actors are held responsible for the implementation of these duties and obligations, namely through the application of legal norms, decency and upholding the customs prevailing in the business world. Business ethics is one of the guidelines for every business actor. The principle of business is business, can not be applied, but must be with an understanding of business principles for development. So, as far as possible business actors must work hard to make their business contribute to increasing overall development.

**Private Liability.**

Referring to Article 19 of the Consumer Protection Law, there are two groups of consumers which can be seen from the point of view of interest between business actors and consumers, namely whether there is a legal relationship between business actors and consumers. The two groups are consumers who have a contractual relationship with business actors and consumers. who do not have a contractual relationship with the business actor. This legal relationship has existed beforehand between business actors and consumers, which is in the form of a contractual relationship but may also have never existed before and the attachment may actually be born after an event that is detrimental to the consumer, on the basis of a contractual relationship it is in the form of a sale and purchase agreement/relationship, even though there is other types of legal relationships.

Other legal basis related to the inclusion of the price of traded goods and/or services, is also regulated in the Regulation of the Minister of Trade of the Republic of Indonesia Number 35/MDag/Per/7/2013 of 2013 concerning Price Listing of Traded Goods and Services Tariff. In general, every business actor who trades goods in retail and/or services to consumers is required to state the prices of goods or service rates in a clear, easy to read and easy to see way, as stipulated (Article 2 paragraph (1) of the Minister of Trade Regulation Number 35 of 2013). The price of the goods must be attached or affixed to the goods or packaging, included, and/or placed close to the goods and accompanied by a certain number of units or quantities (Article 3 paragraph (1) of the Minister of Trade Regulation Number 35 of 2013).

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Based on the provisions of Article 9 Paragraph (1) of the Minister of Trade Regulation Number 35 of 2013, if a business actor trades goods in retail but does not state the price of the goods clearly, easily readable and easy to see or does not set the price of the goods in rupiah, then the business actor may be subject to administrative sanctions in the form of revocation of business licenses in the trade sector by the competent authority. The revocation of the business license in the trade sector is carried out after being given a written warning of 3 (three) times within the grace period of each warning for a maximum of 1 (one) month.\textsuperscript{18}

According to the researcher, there is a problem of price differences in shop window displays and during the payment process at the cashier, which has implications for the course of the buying and selling process in social life, including:

**Implications for price uncertainty**

Uncertainty refers to the notion of unexpected risk. Uncertainty or uncertainty is often interpreted as a situation where there are several possible events and each event will cause different results. However, the level of likelihood or probability of the event itself is not known quantitatively. The word uncertainty means a doubt, and thus the definition of uncertainty in a broad sense is a measurement where the validity and accuracy of the results are still in doubt, thus the uncertainty is caused by imperfect knowledge of humans.

Referring to the definition above then the price difference on the shop window and when the payment process is at the cashier will certainly have implications for price uncertainty for someone as a consumer, this will raise doubts about the goods to be purchased at a store. The existence of minimal knowledge of consumer rights is certainly very detrimental for individuals who are faced with the problem of price differences in storefronts and at store cashiers both according to the Consumer Protection Act and Permendag Number 35 of 2013.

**Injustice implications for consumers**

Injustice is the lack or absence of justice, goodness and mutual balance, which refers to an event, an action or a situation of fact, including the behavior of entrepreneurs who are not honest in placing price tags on shop windows. The difference in prices at the shop window and during the payment process at the cashier will certainly have implications for injustice for consumers, this is because consumers initially know the price of goods according to what is listed on the window, but when making a payment it is proven by a shopping receipt then it becomes injustice for consumers who basically business actors do not carry out in accordance with the mandate of the Consumer Protection Act and the Minister of Trade Regulation Number 35 of 2013.

\textsuperscript{18} Andriasari, Shavira. Op.Cit. Hal. 2744
It has implications for benefits that benefit business actors

Benefit is the principle used to draw conclusions from the point of view of its benefits or advantages. Related problems include the difference in the price of goods at the shop window and during the payment process at the cashier will only benefit one party, namely the business actor if the price of the goods at the cashier is higher than the price of the goods on the shop window. On the other hand, if the price of the goods at the cashier is cheaper than the price of the goods at the store window, then it actually does not benefit the consumer, because the price of the goods processed at the store cashier is in accordance with the profit calculation of the business actor.

Based on the above, the prices of goods on shelves (business actors) that are placed close to the goods must be stated clearly, easily readable and easily seen by consumers, including information on whether the price of goods includes or excludes taxes and/or other fees. In the event that the consumer is disadvantaged because the price of the goods on the shelf and the price of the goods at the checkout are different, for example there is a significant difference and the consumer is charged a high price that exceeds the price of the goods on the shelf, the consumer can sue the business actor through the institution tasked with resolving consumer disputes, namely the Dispute Settlement Agency Consumers (BPSK) or through the judiciary under the general court environment.

4. Conclusion

Based on the results of the analysis and discussion that have been described above, it can be concluded that there is a Difference in the Price Label of Goods in the Storefront with the Shop Cashier for Entrepreneurs, namely at principle, every business actor who trades goods in retail and/or services to consumers is required to state the prices of goods or service rates in a clear, easy to read and easy to see manner. If it is not appropriate, it will have implications for the provisions of the Consumer Protection Act and Minister of Trade No. 35 of 2013 which can result in criminal sanctions and administrative sanctions as well as payment based on the lowest price tag. Based on the aspect of accountability, as business actors are burdened with 2 types of accountability, namely first, public responsibility, namely the obligation of business actors to always have good faith in carrying out their activities, meaning that business actors are also responsible for creating a healthy climate in doing business. Second, private responsibility has implications for law enforcement (criminal sanctions), and administrative sanctions. The problem of price differences in store windows and when the payment process at the cashier also has implications for the process of buying and selling in social life, among others, implications for price uncertainty, injustice for consumers, and implications for benefits that only benefit business actors.
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