
Outline of the Consumer Dispute Resolution Agency as a Means of Legal Protection: Is it Optimal?

Asri Lasatu^{1*}
Jubair²
Insarullah³
Nurhayati Mardin⁴
Ratu Ratna Korompot⁵

¹²³⁴⁵Faculty of Law, Universitas Tadulako, E-mail: asrilasatu@gmail.com

Article Info

Keywords:

Legal Protection,
Consumer Disputes,
Consumer Protection,
Business Actors.

How to cite (APA Citation Style):

Lasatu, A., Jubair, Insarullah, Mardin, N., & Korompot, R. R. (2022). Outline of the Consumer Dispute Resolution Agency as a Means of Legal Protection: Is it Optimal? *Jambura Law Review*, 4(2), 287–312.

Abstract

Consumer protection is an effort to guarantee legal certainty to protect consumer rights. Consumer protection is a government responsibility delegated to the Consumer Dispute Settlement Body. This responsibility is carried out through preventive and repressive efforts. The problem in this research is what is the role of Consumer Dispute Settlement Body in implementing consumer law protection in Central Sulawesi Province. Type of normative-empirical research with a mixed method approach. The analysis was carried out qualitatively-quantitatively, and the results are descriptive-analytic. The research results show that Consumer Dispute Settlement Body's role in consumer legal protection is not maximized because it is influenced by structural, substance, and societal, cultural factors.

@2022 - Lasatu, A., Jubair, Insarullah, Mardin, N., & Korompot, R. R.
Under the license CC BY-SA 4.0

1. Introduction

Regulations regarding consumer protection are not only based on laws specifically regulating consumer protection, namely Law Number 8 of 1999 but are scattered in various laws and regulations.¹ The legal relationship in consumer protection is a three-sided legal relationship that places consumers and business actors as the main actors in the goods and services transaction process. This relationship is in private law, where both parties have an equal position. Legal relations occur based on the principle of freedom of contract and the principle of consensually. In addition to consumers and business actors, a third party, namely the government, acts as a regulator in regulating the pattern of legal relations between consumers and business actors. Therefore, the government's position is subordinate to consumers and business actors. Existence as a regulator is subject to public law so that it can impose its will on the parties to realize public welfare.

The principle of freedom of contract has been universally recognized as the basis for civil agreements between legal subjects. However, its application must be accompanied by several conditions based on each country's legal politics. The implementing principle of freedom of contract often pays more attention to aspects of legal certainty. If the balance of the negotiation process cannot be realized, then the contract does not provide justice. Fauzi Yusuf Hasibuan, in his s, scientific oration, urged that the contract law in force in Indonesia emphasizes the aspect of justice.²

Agus Yudha Hernoko stated that understanding the meaning of the principle of balance emphasizes the balance of the positions of the contracting parties and feels dominant concerning consumer contracts.³ An imbalance in position, circumstances and the ability of the parties to carry out contractual relations creates the potential for misuse of circumstances. This imbalance can be exploited by one of the parties (a

¹ Arifin, R., Kambuno, J. A., Waspiah, W., & Latifiani, D. (2021). Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia. *Jambura Law Review*, 3(0), Article 0. <https://doi.org/10.33756/jlr.v3i0.9635>

² Elnizar, N. E. (2019, November 14). *Prof. Fauzie Hasibuan: Penerapan Asas Kebebasan Berkontrak di Indonesia Harus Menekankan Keadilan.* hukumonline.com. <http://www.hukumonline.com/berita/a/prof-fauzie-hasibuan--penerapan-asas-kebebasan-berkontrak-di-indonesia-harus-menekankan-keadilan-lt5dcd33a841285>

³ Hernoko, A. Y. (2019). *Hukum Perjanjian*. Prenada Media. p. 47.

strong economy) to determine unfair and unfair clauses.⁴ This opinion is in line with Peter Mahmud Marzuki's opinion that these forms of contracts open opportunities for *misbruik van omstandigheden* (unconscionability) or undue influence for parties with strong positions. As a result, the existence of a covert monopoly by a stronger party taking cover behind the principle of freedom of the parties in an impossible contract will harm the interests of the people at large.⁵

Recently, people in the world, including in Indonesia, have found it easier to fulfill their various needs, from buying food, and daily necessities, to getting transportation.⁶ Advances in science and technology change everything and bring the world to undergo industrialization now and then. The world currently faces the industrial revolution 4.0, which collaborates automation technology with cyber technology.⁷ The emerging technological prospects affected many aspects, including consumer protection.⁸ This convenience is a positive impact of technological advances in various fields of human life. It changes the behavior of business actors and consumers in conducting transactions or contracts to meet their daily needs.

Government intervention in consumer contracts aims to provide guidelines in the making and execution of contracts so that the parties apply the principle of transparency for the sake of justice. The formation of various regulations by the government, both at the central and regional levels, has not guaranteed the implementation of the principle of fairness and openness. Therefore, the government must follow up by supervising and imposing sanctions on implementing these regulations. Philips M. Hadjon explained that supervision management is an instrument of administrative law enforcement in addition to the application of sanctions. Supervision management is a preventive effort to impose compliance while

⁴ Sahrul. (2015). *Penyalahgunaan Keadaan dalam Praktek Kontrak Bisnis di Indonesia* [Disertasi]. Postgraduate Program, Universitas Hasanuddin. p. 9.

⁵ *Ibid.*

⁶ Elfrida Rahmawati Gultom, E. R., & Budhianti, M. I. (2022). Do Consumers of Online Transportation Services Get Legal Protection? *Jambura Law Review*, 4(1), 89. <https://doi.org/10.33756/jlr.v4i1.11392>

⁷ Sinulingga, D. A. (2022). Legal Certainty of Aggregate Data Utilization in The Design of Personal Data Protection Bill. *Jambura Law Review*, 4(1), 19. <https://doi.org/10.33756/jlr.v4i1.11973>

⁸ Arifin, R., Kambuno, J. A., Waspiah, W., & Latifiani, D. (2021), *Op.Cit.*, p. 135

applying sanctions is a repressive effort to implement compliance.⁹ Supervision and application of sanctions is an instrument of administrative law enforcement. Supervision is a preventive effort to enforce compliance, while the application of sanctions is a repressive effort to implement compliance. This opinion is in line with Sukarton Marmosujno that one factor determining law enforcement's effectiveness is a system of sanctions,¹⁰ and one of the factors determining the effectiveness of law enforcement is a system of sanctions.

Supervision and application of sanctions in consumer protection laws have not guaranteed the parties' compliance. Differences in goals and interests or even interpretations of existing regulations can lead to disputes between consumers and business actors (consumer disputes). Consumer disputes are between Business Actors and Consumers who demand compensation for damage and pollution and suffer losses due to consumer goods and utilizing services produced or traded.¹¹

If a consumer dispute occurs, the settlement can be done in a non-litigation and litigation manner. Non-litigation settlements are carried out bipartite, namely negotiations between consumers and business actors without the assistance of other parties or carried out through the assistance of third parties (*tripartite*). This research focuses on tripartite dispute resolution, namely consumer dispute resolution through the Consumer Dispute Settlement Body.

This research starts from the fact that everyone, without exception, is a consumer, even though a person is a business actor or government at different times and conditions. For example, when a clothing seller sells, his position is as a business actor, but when he buys food, his position changes to that of a consumer. Farmers who sell vegetables, rice, and others to clothing traders are domiciled as business actors, but their position is to be consumers when buying clothes from these clothing traders.

⁹ Lasatu, A., Sulbadana, S., Surahman, S., Insarullah, I., & Asriyani, A. (2020). The Implementation of Supply Chain Management Over Foreign Workers in Central Sulawesi, Indonesia. *International Journal of Supply Chain Management*, 9(5), 1196.

¹⁰ Lasatu, A., Riza, Bachri, S., & `Wahid, M. Y. (2015). The Law Enforcement to the Worker's Rights Infringement. *Journal of Research in Humanities and Social Science*, 3(12), 17-23.

¹¹Article 1 number 4 of the Regulation of the Minister of Trade of the Republic of Indonesia No. 6 of 2017 concerning the Consumer Dispute Settlement Body

A consumer is the choice maker on whether or not to buy an item. They are the pivots of all economic activities.¹² They constitute the largest An economic group in any economy. The majority of economic activities are centered on consumers. Thus, any business activities should ultimately be geared toward consumers' satisfaction¹³ it is regularly stated that the consumer is king. However, in truth, clients are handled very badly in the marketplace.¹⁴ Nedumaran further states that consumers are cheated in distinct methods by way of mediators like adulteration, under-weight of goods, promoting items of inferior high-quality and duplicated goods, charging high costs, misleading advertisements in the media, etc.

This opinion is in line to establish Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection (UUPK), namely increasing awareness, ability, and independence of consumers to protect themselves and prevent them from negative excesses in the use of goods and services, increasing consumer empowerment in choosing, determining and demanding their rights, providing legal certainty and transparency Information raises awareness of business actors regarding the importance of consumer protection so that honest and responsible attitude grows in doing business and improving the quality of goods or services that ensures the continuity of the business of producing goods or services, health, comfort, security, and consumer safety. Consumer protection seeks to correct the information imbalances described above. In short, realizing the goals of national development, namely increasing the welfare of the Indonesian nation, both materially and spiritually, namely by providing the basic needs of clothing, food, and adequate shelter.¹⁵ In the field of financial services, Lumpkin stated that consumer protection as access and suitability, where access refers to affordable and mainstream financial products available to all segments of the population, where and when they need.¹⁶

¹² Nedumaran, D. G., Mehala, M. D., & Rani, M. C. (2021). A Study on Level of Awareness of College Students on Consumer Protection Practices. *PalArch's Journal of Archaeology of Egypt / Egyptology*, 18(1), 4695.

¹³ Makanyeza, C., Svotha, T. D., & Jaiyeoba, O. (2021). The effect of consumer rights awareness on attitude and purchase intention in the hotel industry: Moderating role of demographic characteristics. *Cogent Business & Management*, 8(1), 1898301. <https://doi.org/10.1080/23311975.2021.1898301>

¹⁴ Nedumaran, D. G., Mehala, M. D., & Rani, M. C. (2021). *Loc.Cit.*

¹⁵ Sidabalok, J. (2006). *Hukum perlindungan konsumen di Indonesia*. Bandung: Citra Aditya Bakti. p. 1

¹⁶ Chaulagain, R. (n.d.). *Basics of Financial Consumer Protection in Nepal*. p. 3

Central Sulawesi Province, formed based on Law Number 13 of 1964, consists of 12 (twelve) regencies and 1 (one) city. However, until now, only 3 (three) Consumer Dispute Settlement Bodies have been formed, namely Consumer Dispute Settlement Body Palu City, Consumer Dispute Settlement Body Donggala Regency, and Consumer Dispute Settlement Body Tolitoli Regency, while the other 10 (ten) districts have not been formed. Thus, the Central Sulawesi provincial government has not fulfilled its legal obligation to form a Consumer Dispute Settlement Body in every district/city.¹⁷ Of the three Consumer Dispute Settlement Bodies, only Consumer Dispute Settlement Body Palu has received and resolved complaints from consumers, while the others have not been able to carry out their duties and authorities due to various factors as obstacles.

2. Problem Statement

The problem in this study is what is the role of Consumer Dispute Settlement Body in implementing consumer law protection in Central Sulawesi Province?

3. Methods

This paper is normative-empirical legal research, namely normative legal research supported and equipped with empirical data,¹⁸ with a mixed methods approach. Using this approach, researchers will examine both from a normative and legal sociological perspective¹⁹ related to the role of Consumer Dispute Settlement Body as a means of preventive and repressive legal protection. By using the following data types and sources:

- 1) Primary data is obtained directly from the source (field data) through observation, interviews, and questionnaires.
- 2) Secondary or bibliographical data obtained through searching various literature or other related documents.

¹⁷Article 3 Regulation of Minister of Trade of The Republic of Indonesia Number 6 of 2017 concerning Consumer Dispute Settlement Body.

¹⁸ Irwansyah. (2020). *Penelitian Hukum: Pilihan Metode & Penulisan Artikel*. Mirra Buana Media. p. 42.

¹⁹ Ulil, A., Lazuardi, S., & Putri, D. C. (2020). Arsitektur Penerapan Omnibus Law melalui Transplantasi Hukum Nasional Pembentukan Undang-Undang. *Jurnal Ilmiah Kebijakan Hukum*, 14(1), 6. <https://doi.org/10.30641/kebijakan.2020.V14.1-18>

Central Sulawesi Province carried out this paper by designating Palu City, Donggala Regency, and Sigi Regency as research locations. Palu City and Donggala Regency are representative areas that already have Consumer Dispute Settlement Body, while Sigi Regency is a regional representative that does not yet have Consumer Dispute Settlement Body.

The population in this paper is the entire community and Consumer Dispute Settlement Body members who live in Palu City and Donggala Regency. While the sample consists of the following:

Table 1
The population in this paper

Consumer	Business people	Consumer Dispute Settlement Body	Informant
399 people	99 people	2 chairpersons 4 members	<i>Each 2 (two) people</i> <ul style="list-style-type: none"> • Central Sulawesi Province Manpower Office employees • Palu City Manpower Office employees • Sigi District Manpower Office employees • Donggala Regency Manpower Office employees

Data obtained through distributing questionnaires, interviews, interactive discussions, and observations will be analyzed in stages according to the grouping of problems. The analysis is carried out as a descriptive analysis, including activities that are described, analyzed, systematized, interpreted, and evaluated. The results of this study will be presented in a descriptive form, which describes objectively and comprehensively the role of Consumer Dispute Settlement Body in Central Sulawesi Province.

Quantitative data processing is done through tabulation (frequency distribution model) with the following formula:

$$P = \frac{f}{n} \times 100\%$$

P = Percentage

f = Frequency

n = Number of samples

4. Discussion

The purpose of forming the State of Indonesia is to protect and prosper all the people. Therefore, the state, especially the government, is responsible for fulfilling the constitutional rights²⁰ of every citizen to obtain proper legal protection and certainty as mandated by Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia. An integral part of the journey of Indonesian law to date. The history of Indonesian law stretches long before the Proclamation of Independence.²¹ Indonesian national law is a combination of 3 (three) legal systems, namely the Continental European legal system, the customary law system, and the religious (especially Islamic) legal system. Each legal system has prominent features and characteristics that differ from one another. Differences in the legal system have positive implications for the availability of alternatives to strengthen the legal system practiced and developed in each country.²²

Legal protection is a universal concept that applies to all countries that adhere to the ideology or the rule of law. In Bolivia, the protection of rights was one main object of concern to the Bolivian Constituent Assembly (2008-2009) during the process of developing the new constitution of 2009. Under the previous constitutional system, human rights protection had degenerated into an inadequate body of laws, causing the then-existing constitutional order to enjoy no popular support whatsoever.²³

Therefore, it is no exaggeration if this concept has been extensively studied and developed by jurists, politicians, and political and democratic observers. FH van der

²⁰ Budijanto, O. W. (2017). Peningkatan Akses Bantuan Hukum Kepada Masyarakat Miskin (Intensify Access of Law AIDS to the Poor). *Jurnal Penelitian Hukum DE JURE*, 16(4), 464.

²¹ Irwansyah. (2020). *Op.Cit.*, p. 11.

²² *Ibid.*, p. 175

²³ Vargas Gamboa, N. V. (2020). The Role of International Human Rights Law in Bolivia's New Constitution: A Fresh Step in Latin American Constitutional Theory and Practice. *University of Pennsylvania Journal of International Law*, 42, 584.

Burg, in his book *Rechtbescherming tegen de Overheid*, as quoted by Philipus M. Hadjon, divides two legal protections for the people: preventive legal protection and repressive legal protection. Preventive legal protection prevents disputes from occurring, while repressive legal protection aims to resolve disputes.²⁴ The main focus of this research is consumer legal protection implemented by Consumer Dispute Settlement Body. Thus, the theory of FH van der Burg is relevant to be used as an analytical knife in discussing research results.

Consumer rights awareness is a part of the broader concept of consumerism. Consumerism is also known as consumer protection, movement, or activism.²⁵ Consumer protection legislation and institutional arrangements differ across countries, and there is no single or superior arrangement.²⁶ In Zimbabwe, the Consumer Council of Zimbabwe (CCZ) is mandated to protect consumers' rights and educate them to get a fair deal in the marketplace.²⁷ In Indonesia, the institution authorized to protect and resolve consumer disputes is the Consumer Dispute Settlement Body which was formed based on Consumer protection law and its implementing regulations.²⁸ Currently, the Consumer Dispute Settlement Body Institution is determined based on a Presidential Decree, while the Minister determines the appointment and dismissal of Consumer Dispute Settlement Body members.²⁹ These provisions become one of the inhibiting factors for the formation of Consumer Dispute Settlement Body in districts/cities. Data shows that since the Consumer protection law in 2015, only 71 Consumer Dispute Settlement Body have been formed throughout Indonesia.

²⁴ Hadjon, P. M. (2007). *Perlindungan Hukum Bagi Rakyat di Indonesia Edisi Khusus*. Jogjakarta: Peadaban. p. 2

²⁵ Makanyeza, C., Svatwa, T. D., & Jaiyeoba, O. (2021). *Op.Cit.*, p. 3

²⁶ Brey, Z., Chisadza, S., Ludin, A., & Stern, M. (2016). *Consumer protection in SADC* (pp. 1–36). Finmark Trust. https://www.researchgate.net/profile/Stephen-Chisadza/publication/329300564_Consumer_Protection_in_SADC/links/5c009956299bf1a3c1561bf0/Consumer-Protection-in-SADC.pdf

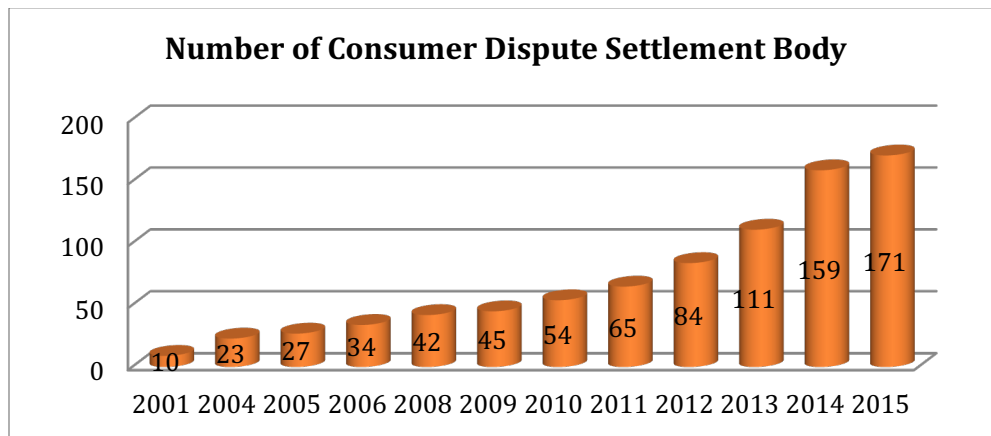
²⁷ Makanyeza, C., Svatwa, T. D., & Jaiyeoba, O. (2021). *Loc.Cit.*

²⁸ Minister of Industry and Trade No. 350 of 2001 concerning the Implementation of Consumer Dispute Settlement Body Duties and Authorities and Regulation of the Minister of Trade Number 6 of 2017 concerning Consumer Dispute Settlement Body

²⁹ Article 49 Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection jo Article 3 Regulation of Minister of Trade of The Republic of Indonesia Number 6 of 2017 concerning Consumer Dispute Settlement Body.

Chart 1

Consumer Dispute Settlement Body Data Formed Until 2015



Consumer Dispute Settlement Body members consist of elements from the government, consumers, and business actors. Each element is an odd number, namely a minimum of 3 people and a maximum of 5 people. The requirements to be appointed as Consumer Dispute Settlement Body members are Indonesian citizens, able-bodied, of good behavior, have never been convicted of a crime, have knowledge and experience in the field of consumer protection, and are at least 30 (thirty) years old. Consumer Dispute Settlement Body, as a means of protecting consumer law, is given the Duties and Authorities to resolve consumer disputes, provide consultations, supervise the inclusion of standard clauses, report to general investigators in case of violations of UUPK, receive complaints, conduct research and examine consumer disputes, summon business actors suspected of committing violations,³⁰ of the thirteen duties and authorities, they can be carried out preventively and repressively.

4.1. Preventive Protection

Various restrictions have been imposed for business actors, the business actor manufacturers and their distributors, advertising business actors, and activities related to public relations.³¹ The purpose of these restrictions is to protect the interests of consumers. Consumer protection is giving a description of legal

³⁰Article 52 Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection jo Article 4 Regulation of Minister of Trade of The Republic of Indonesia Number 6 of 2017 concerning Consumer Dispute Settlement Body.

³¹ Widiarty, W. S. (2018). The Legal Analysis of Consumer Protection Against The Circulation of Expired Food Products in Indonesia. *International Journal of Management and Bussiness Research*, 8, 132.

protection given to the consumer in his effort to fulfill his need from the right, which is detrimental to the consumer.³² In Indonesia, laws play an important role in various terms of the life of society and the state. One of them is in health. It is human rights. Health protection is part of consumer protection carried out in a preventive and repressive manner. The historical development of consumer rights dates to 1962. Consumer rights were a result of the promulgation of the four basic consumer rights by President John F. Kennedy in the USA. He promulgated four basic rights: the right to safety, the right to be informed, the right to choose, and the right to be heard. These basic rights formed the basis for the United Nations Guidelines for Consumer Protection adopted in 1985. The UN expanded the rights to include the right to the satisfaction of basic needs, the right to redress, consumer education, and a healthy environment. These eight rights form the foundation of consumer legislation in many parts of the world.³³

Preventive legal protection is carried out to prevent crimes/violations or disputes from occurring. This can be done in a moralistic and colonialistic way. Moralistic is to increase the mental and moral strength of the community so that it is not easy to commit acts of violence (breaking the law). Meanwhile, the violinistic method prevents or reduces the factors that cause violations of the law so that they do not happen again.³⁴ The moralistic method concerning consumer protection means that the government and Consumer Dispute Settlement Body make efforts to increase the understanding of business actors and consumers of the rights and obligations of each party so that actions that can harm other parties do not occur. This activity can be carried out through outreach, counseling, spiritual coaching, ethics coaching, and others.

Implementation of the Duties and Authorities of the Consumer Dispute Settlement Body, which can be categorized as preventive efforts are only two, namely:

- 1) letter b. "providing consumer protection consulting."

³² Holijah, H. (2020). Strict Liability Principle: Consumer Protection from Hidden Defective Products in Indonesia. *Sriwijaya Law Review*, 4(1), 114. <https://doi.org/10.28946/slrev.Vol4.Iss2.295.pp109-123>

³³ Makanyeza, C., Sivotwa, T. D., & Jaiyeoba, O. (2021). *Op.Cit.*, p. 4

³⁴ Setiawan, Y. (2019). *Hukum Administrasi Pemerintahan Teori dan Praktik*. Raja Grafindo Persada. 210.

- 2) letter c. "supervise the inclusion of standard clauses."

Preventive protection by Consumer Dispute Settlement Body is an early effort that Consumer Dispute Settlement Body must carry out to prevent disputes from occurring between consumers and business actors. The effort in question is, of course, not in the context of carrying out mediation, conciliation, or arbitration procedures that are bound by standard procedural procedures and procedures but are more informal. In short, even though Consumer Dispute Settlement Body was formed with the main task of resolving disputes between consumers and business actors submitted by consumers, it does not mean that Consumer Dispute Settlement Body is a "passive" reflexive institution in the sense that it only waits for complaints from consumers and then resolves them in standard and procedural ways, but Consumer Dispute Settlement Body was also tasked with providing consultation on consumer protection.

As an independent institution, Consumer Dispute Settlement Body should prioritize preventive efforts through consultation and outreach activities. The form of consultation is:

- 1) Provide explanations to consumers or business actors about their respective rights and obligations.
- 2) Explain how to claim compensation for losses suffered by consumers and business actors.
- 3) Explain how to obtain a defense in terms of consumer dispute resolution.
- 4) Explain the forms and procedures for resolving consumer disputes.³⁵

Another preventive effort that Consumer Dispute Settlement Body must carry out is socialization. The socialization was not limited to introducing the existence of the Consumer Dispute Settlement Body institution with material explaining the duties and authorities of the Consumer Dispute Settlement Body, organizational structure, exposure to work programs, and other ceremonial matters. However, in carrying out its duties and authorities, Consumer Dispute Settlement Body should carry out the

³⁵ Haya, V. S. Y. (2013). *Pelaksanaan Putusan Badan Penyelesaian Sengketa dalam Sengketa Konsumen di Makassar* [Skripsi]. Universitas Hasanuddin. p. 39

mission of socializing the existence of the consumer protection law, especially those related to the rights and obligations of consumers and business actors. Normatively Consumer Dispute Settlement Body does not have the task of disseminating regulations in the field of consumer protection. However, it must be interpreted that Consumer Dispute Settlement Body was formed to carry out government duties in consumer protection. Thus, Consumer Dispute Settlement Body is an extension of the government to provide understanding to consumers and business actors to act according to the rules.

Table 2
Sources of Respondents' Information on the existence of Consumer Protections Law

No	Answer	Palu City		Regency. Donggala		Regency. Sigi		Amount	Presentation
		K	PU	K	PU	K	PU		
1	Trade and industry office of Central Sulawesi Province	29	12	11	0	11	5	68	13,7
2	District/City Trade and industry office	19	6	10	1	11	0	47	9,4
3	District government	5	1	1	0	1	1	9	1,8
4	Village Government/Ex	4	0	0	0	6	6	16	3,2
5	Consumer Dispute Settlement Body/ <i>BPSK</i>	7	1	18	0	2	1	29	5,8
6	Indonesian Consumer Institute Foundation or <i>YLKI</i>	10	2	0	0	2	0	14	2,8
7	Educational Institution (school/PT)	37	2	0	0	8	1	48	9,6
8	Mass media/social media	62	9	4	0	38	7	120	24,1
9	No answer	28	5	4	1	71	38	147	29,5
	Amount	201	38	48	2	150	59	498	100

The data shows that Consumer Dispute Settlement Body's role in socializing UUPK is 5.8% of the total respondents. If the percentage is measured from respondents who answered or already knew the law *a quo* ($498 - 147^{36} = 351$), then the role of Consumer Dispute Settlement Body is 8.26%. (29 respondents out of 351 respondents who answered). Especially in Sigi Regency, the role of Consumer Dispute Settlement Body is very low, namely 1.3% or 2 people out of 150 respondents. (This data follows that in Sigi Regency, Consumer Dispute Settlement Body has not yet been formed).

Consumer Protection law is 20 years old, to be exact. It was promulgated on 20 April 1999. However, socialization has not been maximized, so some people are unaware of the existence of *a quo* law.

Table 3
Respondent's knowledge of Consumer Protection Law

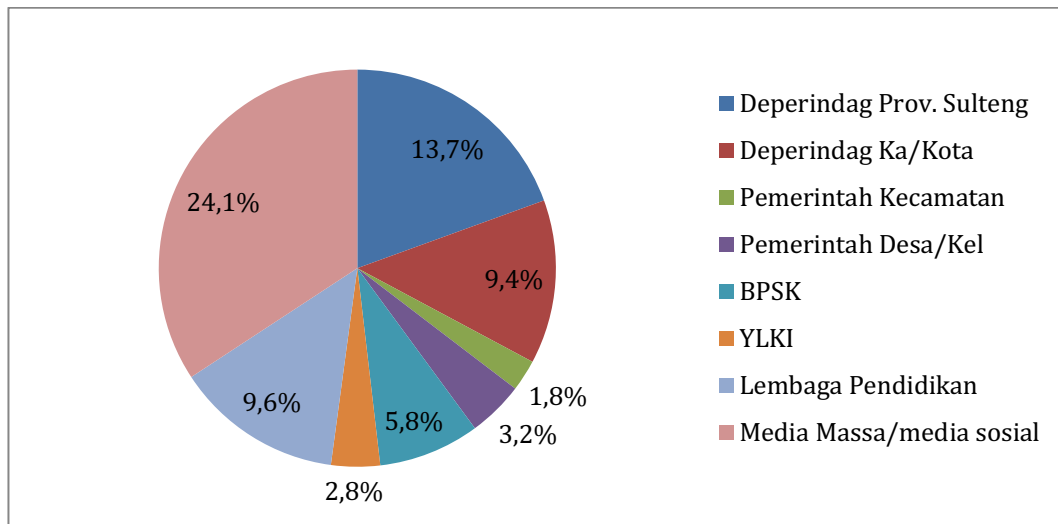
No	Answer	Palu City		Regency. Donggala		Regency. Sigi		Amount	presentation
		K	PU	K	PU	K	PU		
1	Know	162	32	44	1	62	18	319	64,1
2	Do not know	34	6	4	1	85	38	172	34.5
4	No answer	1	0	0	0	3	3	7	1,4
	Amount	201	38	48	2	150	59	498	100

Table 2 shows that there were 172 respondents (34.5%) unaware of the consumer protection law. The largest percentage was in the Sigi Regency, namely 123 respondents (consisting of 85 consumers + 38 business actors) or (58.9%) of the 209 total respondents in the Sigi Regency. Does this fact occur because the Consumer Dispute Settlement Body has not yet been formed in Sigi Regency, or are other factors more influential? To answer this question, we can see Table 1 above, where Consumer Dispute Settlement Body's role in socializing UUPK is 5.8%. Compared to other sources, Consumer Dispute Settlement Body ranks fifth after mass media/social media (24.1%), Ministry of Industry and Trade of Central Sulawesi Province (13.7%),

³⁶ Respondents who did not answer were assumed to be respondents who did not know about the existence of Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection.

Educational Institutions (PT/school 9.6), Regency/City Ministry of Industry and Trade (9.4%). Details can be seen in the following chart.

Chart 2
Consumer Protection Law socialization



Based on the data in Chart 2, the five dominant sources in the dissemination of the Consumer protections law were the main factors in the lack of knowledge of the people in Sigi Regency about *a quo* law, with the following explanation:

- 1) Overall, Sigi Regency was the largest contributor of respondents who did not answer vide Table 2, namely 74.1% (109 of 147 respondents), followed by Palu City at 22.4% (33 of 147 respondents), and Sigi Regency at 3.4% (5 of 147 respondents). 147 respondents).
- 2) Sigi Regency has an area of 5,196.02 square kilometers which is divided into 177 villages/kelurahan and 15 (fifteen) sub-districts, namely Sigi Biromaru District, Palolo District, Gumbasa District, Kulawi District, Kulawi Selatan District, Pipikoro District, Dolo District, Dolo District South, Tanambulava District, Marawola District, Lindu District, Dolo Barat District, Marawola Barat District, Kinovaro District and Nokilalaki District.³⁷ Several sub-districts are located in the highlands, where mass media and social media facilities are still very limited. These conditions affect the accessibility of the community to

³⁷ Source Sigi Regency in 2019 figures.

obtain various information, including information about consumer protection law. This geography is very different from Palu City and Donggala Regency.

- 3) Regional trade and industry services of Central Sulawesi Province and Consumer Dispute Settlement Body cannot be separated from each other. When Consumer Dispute Settlement Body was formed in certain areas, the Department of Industry and Trade (Deperindag) *mutatis mutandis* carried out the socialization of the Consumer protection law and its implementing regulations. The existence of Consumer Dispute Settlement Body in districts/cities is closely related to the role of the Provincial Regional trade and industry services, because the Provincial Deperindag formed Consumer Dispute Settlement Body. The formation process went through several stages, including the formation of a Selection Team involving district apparatus, the announcement, and implementation of the selection, to the inauguration of Consumer Dispute Settlement Body members. All of these stages involve the local community. Thus, indirectly this activity is a process of disseminating the UUPK and its implementing regulations. No less important,
- 4) Educational institutions³⁸ starting from the level of kindergarten, elementary school, junior high school, and senior high school are one of the strategic and effective means of delivering various government programs related to the community's interests. Therefore, special education resources in Sigi Regency contributed 3.8% (9 out of 209 respondents in Sigi Regency) in the dissemination of UUPK in Sigi Regency.
- 5) Regency/city Deperindag has the same responsibility as the Provincial Deperindag, by which this institution also participated in the dissemination of UUPK by 5.3% (11 out of 209 respondents).

The DPR and the government are obliged to disseminate laws promulgated in the State Gazette of the Republic of Indonesia.³⁹ At the local level, dissemination must be carried out by the regional government through regional apparatuses in charge of trade affairs and together with other regional apparatuses. Associated with the data

³⁸ Sigi Regency does not yet have a university.

³⁹ Article 90 Law of the Republic of Indonesia Number 12 of 2011 concerning Formation of Legislation

in Table 2, where as many as 172 respondents, or (34.5%) were unaware of the existence of consumer protection law, it can be concluded that the central government, provincial government, and district/city governments have not optimally implemented UUPK socialization.

As a comparison of the respondent's answers, the researcher conducted interviews with several respondents from Consumer Dispute Settlement Body, who concluded that Consumer Dispute Settlement Body Palu and Consumer Dispute Settlement Body Donggala Regency had carried out socialization regarding the existence of Consumer Dispute Settlement Body and consumer protection law. The Head of the Palu City Consumer Dispute Settlement Body acknowledges that most of the people of Palu City were aware of the existence of the Consumer Dispute Settlement Body and the consumer law.⁴⁰ Different things were explained by the Chairperson of the Donggala Regency Consumer Dispute Settlement Body, that the outreach efforts carried out by the Donggala Regency Consumer Dispute Settlement Body were still very limited, apart from financing constraints, members of the Donggala Regency Consumer Dispute Settlement Body were only inaugurated on 27 March 2019. Activities in 2019 were more oriented towards organizational consolidation and office improvement along with the facilities. In 2020, there was no time to carry out a work program. Indonesia, including Donggala Regency, was hit by a social disaster, namely the Covid19 Pandemic, which caused Consumer Dispute Settlement Body to be unable to carry out the work program that had been set.⁴¹

The second preventive task and authority of Consumer Dispute Settlement Body are to "supervise the inclusion of standard clauses." Supervision is a preventive action by the government to ensure the enactment of a rule in society. All agreements must apply the principle of freedom of contract. With this principle, both parties can determine the clauses or contents of the agreement without coercion from one party to the other. Freedom in determining the clauses of the agreement and a manifestation of the principle of equality. Agreements between consumers and business actors are agreements to take certain legal actions on goods and services

⁴⁰ Interviews were conducted in August-September 2020

⁴¹ Interviews were conducted in August-September 2020

based on equality and freedom. Therefore, there should be no dominant party in determining the clauses of the agreement because the action is against Article 1320 BW. On this basis, the inclusion of standard clauses may not violate the provisions of Article 18 Consumer Protection Law, namely:

- (1) Business actors in offering goods and services intended for trading are prohibited from making or including standard clauses in every document and agreement if:
 - a. declare the transfer of responsibility of business actors;
 - b. states that business actors have the right to refuse the return of goods purchased by consumers;
 - c. states that business actors have the right to refuse to return the money paid for goods and services purchased by consumers;
 - d. declare the authorization of the consumer to the business actor either directly or indirectly to take all unilateral actions relating to goods purchased by the consumer in installments;
 - e. regulates the matter of proof of loss of use of goods or use of services purchased by consumers;
 - f. give rights to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services;
 - g. declares consumer compliance with regulations in the form of new rules, additions, continuations, and further changes made unilaterally by business actors while consumers are utilizing the services they have purchased;
 - h. states that consumers authorize business actors to impose mortgage rights, lien rights, or guarantee rights on consumer goods in installments.
- (2) Business actors are prohibited from including standard clauses whose location or shape is difficult to see, cannot be read clearly, or whose disclosure is difficult to understand.
- (3) Any standard clauses determined by business actors in documents or agreements that fulfill the provisions in paragraphs (1) and (2) are declared null and void.
- (4) Business actors are obliged to adjust standard clauses contrary to this law.

The existence of this Article overrides the principle of freedom of contract and the principle of equality. Because of the hegemony of business actors over consumers in determining the terms of the agreement. Article 1 point 10 confirms that

Standard Clauses are any rules or conditions and conditions that have been prepared and determined in advance unilaterally by business actors as outlined in a binding document and agreement and must be fulfilled by consumers.

To balance the position of business actors in this legal relationship, the government is

present as a supervisor whose authority is delegated to Consumer Dispute Settlement Body. Supervision by the government on the implementation of standard clauses is an action in the field of administrative law, which has the nuances of preventing misuse of the situation by business actors (preventive action).

Consumer Dispute Settlement Body, in carrying out supervisory duties, must be proactive, meaning that without any complaints from consumers, Consumer Dispute Settlement Body must always monitor the inclusion of standard clauses that are not following laws and regulations and can harm consumers.

4.2. Repressive Protection

Legal protection is the most important thing in a constitutional state because legal protection is the right of every citizen and an obligation of the state as the organizer of protection.⁴² Legal protection is provided to legal subjects in the form of preventive and repressive instruments, both oral and written. In other words, it can be said that legal protection is a separate description of the function of the law itself, which has the concept that law provides justice, order, certainty, benefits, and peace.⁴³ The first task and authority of Consumer Dispute Settlement Body are to handle and resolve consumer disputes through mediation, conciliation, or arbitration. This task characterizes repressive actions to force compliance with applicable legal norms. Regressive action is marked by applying sanctions against those who violate legal norms. Repressive action is part of law enforcement which, in its implementation, faces various problems, both related to the substance of the law, law enforcement factors, and because of the cultural factors of society.⁴⁴

As a government representative, Consumer Dispute Settlement Body takes administrative and legal actions, including imposing administrative sanctions on business actors to determine the compensation of a maximum of Rp. 200,000,000.00 (two hundred million rupiahs) for those who violate the provisions of Article 19

⁴² Dewi, E. A., Pakpahan, K., Tanjaya, W., Rizal, S., & Batubara, S. A. (2021). Legal Protection Against Patients in Hospital Emergency Services. *South East Asia Journal of Contemporary Business, Economics and Law*, 24(3), 58–65.

⁴³ Mangku, D. G. S., & Yuliantini, K. (2021). Legal Protection Of Women And Children in Buleleng District. *South East Asia Journal of Contemporary Business, Economics and Law*, 24(3), 41–46.

⁴⁴ Purnamasari, A. I., Wahid, A., & Salam, J. (21 C.E.). The Election on New Normal: Implications of Sustainable Development. *International Journal of Business, Economics and Law*, 24(3), 10–15.

paragraph (2) and paragraph (3)), Article 20, Article 25, and Article 26 Consumer protection law.⁴⁵

As previously explained, Sigi Regency has not yet formed a Consumer Dispute Settlement Body, while Donggala Regency was only formed in 2019 through Regulation of the Minister of Trade Number 532 of 2019. However, until now, they have never received complaints from consumers. Thus, the two districts cannot yet be analyzed about Consumer Dispute Settlement Body's repressive actions in carrying out their duties and authorities. In contrast to Consumer Dispute Settlement Body Palu City, which has entered its second period. Based on the results of interviews with the chairman and members of Consumer Dispute Settlement Body Palu City, it was found that the enthusiasm of the people of Palu City to report actions by business actors that harm consumers through Consumer Dispute Settlement Body is fluctuating. However, it can be concluded that public awareness of protecting their rights as consumers is getting better.

Consumers' efforts to fight for their rights and carry out their obligations will materialize if they are supported by knowledge and understanding of their rights and obligations.

Table 4
Consumer Knowledge of Their Rights and Obligations

No	Answer	Regency/City						Amount	Percentage
		Hammer		Donggala		Sigi			
		Jl	%	Jl	%	Jl	%		
1	Know	136	67,7	39	81.3	54	36.0	229	57,4
2	Do not know	60	29,9	7	14,6	96	64.0	163	40,9
3	No answer	5	2,5	2	4,2	0	0	7	1,8
Amount		201	100	48	100	150	100	399	100

The existence of Consumer Dispute Settlement Body in districts/cities significantly affects knowledge of consumer rights and obligations. The largest percentage is in Palu City, followed by Donggala Regency and Sigi Regency. This data is coherent with the existence of Consumer Dispute Settlement Body, where the City of Palu Consumer Dispute Settlement Body was formed in 2014, Donggala Regency was formed in 2019,

⁴⁵Article 60 Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection

and Sigi Regency has not been formed. That is, the age of the Consumer Dispute Settlement Body is directly proportional to the consumer's knowledge of their rights and obligations.

Consumer enthusiasm for using Consumer Dispute Settlement Body services in resolving consumer disputes is generally low. Even in Donggala Regency, the figure is still nil. This is understandable because Consumer Dispute Settlement Body Donggala Regency is still the same age as corn, which the Covid-19 pandemic has exacerbated. However, in Palu City, consumer enthusiasm is starting to be seen even though it is fluctuating.

Table 5
Dispute Data Handled by Consumer Dispute Settlement Body Palu City

Year	Dispute Resolution Options			Jl	The final result			
	Mediation	Conciliation	arbitration		Peace/done	Carry on ⁴⁶	Rejected ⁴⁷	Other ⁴⁸
2015	33	0	4	37	29	2	2	4
2016	48	1	3	52	34	3	3	12
2017	15	0	3	18	6	2	1	9
2018 ⁴⁹	-	-	-	-	-	-	-	-
2019	12	0	0	12	10	0	0	2
2020	6	0	0	6	4	1	0	1
Total	114	1	10	125	83	7	6	28

Source: Consumer Dispute Settlement Body Palu City

The data shows a trend of decreasing consumer complaints, which is understandable because 2019 was a transitional period for Consumer Dispute Settlement Body membership for 2014-2019, with Consumer Dispute Settlement Body membership for 2019-2024. Meanwhile, in 2020 Consumer Dispute Settlement Body's performance declined due to the Covid19 pandemic that hit the world. The level of acceptance of consumers and business actors for the settlement of disputes carried

⁴⁶ The dispute continues with OJK, District Court or Supreme Court of the Republic of Indonesia

⁴⁷ Rejected because it is not the authority of Consumer Dispute Settlement Body

⁴⁸ Others, among others, were rejected because it was not Consumer Dispute Settlement Body's authority, the final results were not clear.

⁴⁹ Data is not obtained from the source.

out by Consumer Dispute Settlement Body is quite good. This is indicated by the final result, which shows 83 disputes (66.4%) of 125 consumer reports that ended peacefully (both parties accepted Consumer Dispute Settlement Body's decision). This percentage is still better because 6 (six) reports must be rejected because they are not included in Consumer Dispute Settlement Body's authority. Likewise, 28 disputes have been resolved, but the data do not clearly describe the outcome of the dispute, so the researcher included them in another group. Meanwhile, 7 (seven) did not accept the Consumer Dispute Settlement Body decision, so one of the parties or the parties continued the settlement process through another institution, whether (the Financial Services Authority (OJK) or filed a lawsuit with the Class I District Court in Palu.

4.3. Consumer Protection in Malaysia

The Consumer Dispute Settlement Body is designed not as a court, which does not have judges, nor does it have the authority to execute decisions. This institution was designed as an alternative to out-of-court consumer dispute resolution, and this organization's main task is to settle disputes through conciliation, mediation, and arbitration. Unfortunately, the arbitration decision of the Consumer Dispute Resolution Agency can still be submitted to the District Court in the legal environment where the consumer is domiciled.

In comparison with Malaysia, from the institutional provision of courts for consumer claims, the coverage area is national, while Indonesia is provincial. Seeing Malaysia has jurisdiction to hear;

- 1) Any claim with any matter within its jurisdiction for a trial as determined by law,
- 2) The total amount claimed is not more than RM 25,000.00,
- 3) Any claims regarding goods or services that are not regulated by a compensation mechanism based on a written law; and
- 4) A lawsuit based on the cause of action arising within three years of claiming.

Limits of Jurisdiction in Malaysia the courts have jurisdiction to hear any claim from;

- 1) Injury occurs

- 2) For the restoration of land or plantations
- 3) Disputes about someone's rights based on a will or any will
- 4) Disputes about; franchises, goodwill, trade secrets, and every vote in action.
- 5) Other courts have been established under other written laws to hear and decide on claims on the subject matter of said claims.

The court members are officers from the public prosecutor's office and legal services and not less than five other members of the Assembly appointed by the Minister. The expiration of charging cases in Indonesia has no limit. Malaysia expires in 3 years (Article 99 (2) of Malaysia's Consumer Protection Law). Malaysia's claim limit value is not more than 25,000 RM (Section 98 of Malaysia's Consumer Protection Law), while Indonesia has no limit. Moreover, in Malaysia, the decision is open to the public, and in Indonesia private.⁵⁰

Regarding the issuance of laws, Indonesia has similarities with Malaysia, namely the issuance of a Consumer Protection Act in the same year, namely 1999, Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, and Malaysia Act 599 Consumer Protection Act 1999.

5. Conclusion

This paper concludes that the role of Consumer Dispute Settlement Body in implementing consumer law protection in Central Sulawesi Province has not been maximized because factors of legal structure, legal substance, and community culture influence it. These three factors were exacerbated by the social disaster of the Covid 19 pandemic, which caused limited community mobility, including the limitations of the Consumer Dispute Settlement Body to carry out work programs.

As a suggestion, the central government should amend regulations that complicate the formation of Consumer Dispute Settlement Body. Furthermore, the Central Sulawesi Provincial Government immediately formed Consumer Dispute Settlement Body in 10 (ten) districts accompanied by financial support to implement Consumer Dispute Settlement Body's duties and authorities effectively.

⁵⁰ Sari, N. (2018). Consumer Dispute Settlement: A Comparative Study on Indonesian and Malaysian Law. *Padjadjaran Jurnal Ilmu Hukum (Journal of Law)*, 5(1), 109-126.

Acknowledgments

The researchers would like to thank all parties who assisted in carrying out this research, especially the Leaders of the Law Faculty of Universitas Tadulako, the Research and Community Service Institute (LPPM) of Universitas Tadulako, as well as the Regional Government of Central Sulawesi Province, the Regional Government of Palu City, and the District Government. Donggala facilitated and helped a lot in the research process. Thank you and appreciation to the management of the Jambura Law Review for allowing him to publish the results of this research.

References

- Arifin, R., Kambuno, J. A., Waspiyah, W., & Latifiani, D. (2021). Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia. *Jambura Law Review*, 3(0), Article 0. <https://doi.org/10.33756/jlr.v3i0.9635>
- Brey, Z., Chisadza, S., Ludin, A., & Stern, M. (2016). *Consumer protection in SADC* (pp. 1–36). Finmark Trust. https://www.researchgate.net/profile/Stephen-Chisadza/publication/329300564_Consumer_Protection_in_SADC/links/5c009956299bf1a3c1561bf0/Consumer-Protection-in-SADC.pdf
- Budijanto, O. W. (2017). Peningkatan Akses Bantuan Hukum Kepada Masyarakat Miskin (Intensify Access of Law AIDS to the Poor). *Jurnal Penelitian Hukum DE JURE*, 16(4), 464.
- Chaulagain, R. (n.d.). *Basics of Financial Consumer Protection in Nepal*.
- Dewi, E. A., Pakpahan, K., Tanjaya, W., Rizal, S., & Batubara, S. A. (2021). Legal Protection Against Patients in Hospital Emergency Services. *South East Asia Journal of Contemporary Business, Economics and Law*, 24(3), 58–65.
- Elfrida Rahmawati Gultom, E. R., & Budhianti, M. I. (2022). Do Consumers of Online Transportation Services Get Legal Protection? *Jambura Law Review*, 4(1), 89. <https://doi.org/10.33756/jlr.v4i1.11392>
- Elnizar, N. E. (2019, November 14). *Prof. Fauzie Hasibuan: Penerapan Asas Kebebasan Berkontrak di Indonesia Harus Menekankan Keadilan*. hukumonline.com. <http://www.hukumonline.com/berita/a/prof-fauzie-hasibuan--penerapan-asas-kebebasan-berkontrak-di-indonesia-harus-menekankan-keadilan-lt5dcd33a841285>
- Hadjon, P. M. (2007). *Perlindungan Hukum Bagi Rakyat di Indonesia Edisi Khusus*. Jogjakarta: Peradaban.
- Haya, V. S. Y. (2013). *Pelaksanaan Putusan Badan Penyelesaian Sengketa dalam Sengketa Konsumen di Makassar* [Skripsi]. Universitas Hasanuddin.
- Hernoko, A. Y. (2019). *Hukum Perjanjian*. Prenada Media.

- Holijah, H. (2020). Strict Liability Principle: Consumer Protection from Hidden Defective Products in Indonesia. *Sriwijaya Law Review*, 4(1), 114. <https://doi.org/10.28946/slrev.Vol4.Iss2.295.pp109-123>
- Irwansyah. (2020). *Penelitian Hukum: Pilihan Metode & Penulisan Artikel*. Mirra Buana Media.
- Lasatu, A., Riza, Bachri, S., & `Wahid, M. Y. (2015). The Law Enforcement to the Worker's Rights Infringement. *Journal of Research in Humanities and Social Science*, 3(12), 17–23.
- Lasatu, A., Sulbadana, S., Surahman, S., Insarullah, I., & Asriyani, A. (2020). The Implementation of Supply Chain Management Over Foreign Workers in Central Sulawesi, Indonesia. *International Journal of Supply Chain Management*, 9(5), 1196.
- Law of the Republic of Indonesia Number 12 of 2011 concerning Formation of Legislation
- Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection
- Makanyeza, C., Sivotwa, T. D., & Jaiyeoba, O. (2021). The effect of consumer rights awareness on attitude and purchase intention in the hotel industry: Moderating role of demographic characteristics. *Cogent Business & Management*, 8(1), 1898301. <https://doi.org/10.1080/23311975.2021.1898301>
- Mangku, D. G. S., & Yuliantini, K. (2021). Legal Protection Of Women And Children in Buleleng District. *South East Asia Journal of Contemporary Business, Economics and Law*, 24(3), 41–46.
- Nedumaran, D. G., Mehala, M. D., & Rani, M. C. (2021). A Study on Level of Awareness of College Students on Consumer Protection Practices. *PalArch's Journal of Archaeology of Egypt / Egyptology*, 18(1), 4695.
- Purnamasari, A. I., Wahid, A., & Salam, J. (21 C.E.). The Election on New Normal: Implications of Sustainable Development. *International Journal of Business, Economics and Law*, 24(3), 10–15.
- Regulation of the Minister of Trade of the Republic of Indonesia No. 6 of 2017 concerning the Consumer Dispute Settlement Body
- Sahrul. (2015). *Penyalahgunaan Keadaan dalam Praktek Kontrak Bisnis di Indonesia [Disertasi]*. Postgraduate Program, Universitas Hasanuddin.
- Sari, N. (2018). Consumer Dispute Settlement: A Comparative Study on Indonesian and Malaysian Law. *Padjadjaran Jurnal Ilmu Hukum (Journal of Law)*, 5(1), 109-126.
- Setiawan, Y. (2019). *Hukum Administrasi Pemerintahan Teori dan Praktik*. Raja Grafindo Persada.
- Sidabalok, J. (2006). *Hukum perlindungan konsumen di Indonesia*. Bandung: Citra Aditya Bakti.

- Sinulingga, D. A. (2022). Legal Certainty of Aggregate Data Utilization in The Design of Personal Data Protection Bill. *Jambura Law Review*, 4(1), 19. <https://doi.org/10.33756/jlr.v4i1.11973>
- Ulil, A., Lazuardi, S., & Putri, D. C. (2020). Arsitektur Penerapan Omnibus Law melalui Transplantasi Hukum Nasional Pembentukan Undang-Undang. *Jurnal Ilmiah Kebijakan Hukum*, 14(1), 6. <https://doi.org/10.30641/kebijakan.2020.V14.1-18>
- Vargas Gamboa, N. V. (2020). The Role of International Human Rights Law in Bolivia's New Constitution: A Fresh Step in Latin American Constitutional Theory and Practice. *University of Pennsylvania Journal of International Law*, 42, 584.
- Widiarty, W. S. (2018). The Legal Analysis of Consumer Protection Against the Circulation of Expired Food Products in Indonesia. *International Journal of Management and Business Research*, 8, 132.