



Legal Protection of Consumers Due to The Price of *Display Shelves* (Case Study of Indomaret West Halmahera in 2022)

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Abstract - Consumers are often confronted with business practices that tend to disadvantage them. One such practice is when the price displayed on a product's display box differs from the price at the store cashier. Given the uncertainty about the price of an item, this can negatively impact buyers. Regulations aimed at protecting consumers and providing legal clarity must exist. One such law, Consumer Protection Regulation Number 8 of 1999, describes how consumer rights are protected by the law and how this law is implemented in day-to-day social interactions. With a qualitative approach, the research methodology normative juridical approach. The findings of this journal highlight that permissible cover to consumers who endure losses because of price discrepancies involves various individuals or business entities, whether legal or not, established and operating subject to the legal domain of the Republic of Indonesia, either individually or collectively through business agreements in different market sectors. Additionally, the research notes that sanctions for businesses occur when consumers request a recalculation based on display prices, and Indomaret employees refuse. Consumers who feel aggrieved and wish to cancel their purchase and receive a refund are also denied, as transactions have been input into the cashier system. Such actions are inconsistent with regulations and disadvantage consumers

Keywords: Consumer Protection, Product Prices, Business Actors

I. INTRODUCTION

Client shielding law is essentially a distinct component from consumer law, where the primary aim is to manipulate and safeguard consumer interests regarding great plus/else help available in the market. User safety law encompasses all principles or doctrines, regulations, and stages that govern individual activities related to safeguarding consumers (Wisudawati, 2022). According to Basri (2019) from the case study of Kerudungbyramana Bandung, it was found that an online buying and selling transaction took place between the end consumer and the business actor, which has not yet optimally provided facilities for online transactions. This issue began with a lack of trust in the type of agreement used in this transaction. Additionally, based on Putra (2021) regarding the circulation of unauthorized drugs, it is stated that the distribution of unauthorized drugs results in their use being unmonitored, which can pose a danger to users. It is necessary to adhere to regulations by considering the type of drug consumed and including the provisions of the strict drug law, St No 419 dated December 22, 1949, and based on the Health Law No. 23 of 1992.

According to Muhammad (2020) journal titled "Islamic Legal Review of Mubeng Installment Sale Practices in Munggun Village," it was found that there are issues with delayed payments in credit transactions. This problem began with the Mubeng installment sale agreement in Munggun Village, Pulung District, Ponorogo Regency, where each installment

payment incurs an unclear deduction fee. The deductions are made according to the debtor's wishes and also depend on the distance between the creditor and the debtor, as this distance affects the amount of the installment deduction. Thus, this practice does not align with Islamic law. This is because there are several pillars and conditions of the sale that are not met in the implementation of the Mubeng installment sale. The essence of consumer protection is the attempt to achieve regulatory surety for consumers, who are essentially the public. Therefore, the government addresses this crucial issue by establishing legal regulations designed to guarantee and protect consumers from various problems that could cause them hardship

The Consumer Protection Law merely provides a definition of consumer protection; it does not define consumer protection law. You can find this definition here In Law Number 8 of 1999, Article 1, Number 1 on Consumer Protection states: All measures that guarantee legal certainty to provide consumers with safeguards are included in the scope of consumer protection. Rustam et al. (2023) states that consumer protection issues include fraudulent practices marked by phishing. Fraudsters send fake emails or messages to request victims to provide personal information. To prevent these fraudulent practices, companies need to enhance the security of their websites, while the government should strengthen regulations. With cooperation from all parties, fraudulent practices in online transactions can be reduced, allowing consumers to conduct online transactions more safely and comfortably.

Consumer preservation is a crucial issue for both individuals and society as a whole, as both individuals and society cannot avoid the consumption of goods and services. Therefore, consumer guard is vital in every location and must be capable of safeguarding all forms of consumption activities carried out by the public. Every individual, whether acting alone or in groups, in any situation, inevitably functions as a consumer of certain goods or services. This common situation often results in various shortcomings affecting consumers, leaving them without secure status. Therefore, consumers essentially require universal legal protection. Given that consumers are generally in a weaker position compared to producers, who are relatively stronger in many respects, discussions about consumer protection remain relevant and important to review continuously (Nawi, 2018)

Given the broad spectrum of social strata among consumers, it is crucial for producers to conduct marketing and distribution activities as efficiently as possible to reach a diverse consumer base. As a result, various strategies are employed, which can sometimes lead to negative or unethical outcomes due to dishonest practices by business operators. Bad faith practices often involve misleading information about product characteristics or advantages, undefined details about the contents or composition of a product, and unclear or deceptive pricing information (Kristiyanti, 2022). In supermarkets or convenience stores, customers can choose products from display shelves, which are labeled with prices and information about the items. These prices should be what customers pay at the checkout. However, discrepancies between shelf prices and the amounts charged at the register are common. This mismatch can be problematic for shoppers, but not all consumers notice the price difference right away. Often, they only realize the discrepancy after leaving the store or when checking their receipt in the parking lot (Indrianingsih, 2021)

An example of such a case occurred in Akelamo Village, East Sahu District, West Halmahera. Consumers reported discrepancies between the prices displayed on the gondola shelves and the prices charged at the checkout. Tiklas, a shopper, discovered a price difference when reviewing his receipt after shopping. The price for one package of two 375-gram rabbit nuts was shown as Rp. 20,300.00 on the shelf, and one Chuba Casava Chips snack was listed at Rp. 10,700.00. However, upon scanning at the cashier, the receipt showed that the prices for these items had doubled. The cost of two rabbit nut packages was listed as Rp. 41,000 on the receipt, and the price for the Chuba Casava snack increased to Rp. 21,500 (Chaniago, 2021). A price difference that is twice as much as the original cost is certainly a marketing scheme that is highly detrimental to consumers. According to Tiklas, when he discovered the price discrepancy, he immediately went to request a refund, but the cashier claimed that since the items had already been scanned, a refund was not possible, even though the adjustment was for different products.

This research aims to investigate product price information that is unclear or misleading. The main focus of the research is to analyze the legal protection for consumers regarding the price difference between what is displayed on the shelf and what is stated on the receipt. Given that the legal consequences for business actors who do not comply with regulations regarding accurate price information, as stipulated in Regulation Number 8 of 1999 concerning Consumer Protection in order to resolve disputes between business actors and consumers regarding price differences in monitoring business practices.

II. METHOD

This study uses a qualitative research method with a normative juridical approach. The specification of this research is descriptive in nature. The reason the author chose this method is because the primary data used is secondary data, which is obtained through literature review, legal theories, and supporting data from legal dictionaries. Data collection techniques in this study involve library research to obtain secondary data, including: 1) Primary legal materials, where the author uses Law No. 8 of 1999 on Consumer Protection. 2) Secondary legal materials, which include books, journals, and articles relevant to this research. 3) Tertiary legal materials, such as legal dictionaries. Data analysis in this study is conducted qualitatively using interpretation methods, which involve linking one article with another within regulations related to the research.

III. RESULT AND DISCUSSION

1. Legal Protection for Consumers Who Suffer Losses Due to Price Discrepancies of a Product

According to Article 1, Paragraph 3 of Law Number 8 of 1999 on Consumer Protection, company players exist defined as any individual or business entity, whether a legal entity or not, that is established and operates within the jurisdiction of the Republic of Indonesia. This includes both individuals and organizations, acting independently or collaboratively through agreements to conduct business activities across various economic sectors.

Business actors regulated in Article 1 number 3 of Law Number 8 of 1999 concerning Consumer Protection include every individual or business entity, whether with legal entity or non-legal entity status, which is established and operates or carries out activities in the jurisdiction of the Republic of Indonesia, both individually and collectively through agreements in the implementation of various economic fields. This includes both individuals and organizations, acting independently or collaboratively across pacts toward direct corporation tasks across different financial sectors (Zulfikar, 2020) Business operators, in conducting their activities, have rights and obligations defined by legal regulations.

Essay 6 of rule amount 8 of 1999 on user safeguarding specifies the authorities and responsibilities of enterprise practitioners:

1. The freedom into collect compensation that aligns alongside the deal regarding the terms and prices of merchandise together with protect exchanged
2. Entitlement to statutory assurance against consumers who act with dishonest intent
3. Interest in implementing personal protection should be addressed within the framework of resolving consumer issues
4. Authority to restore reputation if it's legally proven that the consumer's losses were not affected by the marketed wares or support
5. Prerogative as outlined in distinct regulatory legal terms (Tumbel, 2020)

Responsibilities of business operators, as outlined in Article 7 of Law Number 8 of 1999 on Consumer Protection, are as follows:

1. Conduct business activities in good faith
2. Equip accurate, sharp, and truthful updates about the position and warranties of nice and/ otherwise assistance, like properly as clarifications on how to repair, use, and maintain them.
3. Serve and treat consumers in an honest, correct, and non-discriminatory manner

4. Verify that the standard of valuables also/otherwise operations generated or sold meets relevant caliber measures
5. Distribute shoppers accompanied by the occasion to quiz or seek confident cargo or services and offer warranties or contracts for the products produced or swapped.
6. Offer compensation or penalties for damages arising from the use, consumption, or utilization of the traded goods and/or services
7. Provide payment, reimbursement, and/or substitute but the supplies and/or support accepted or used do not conform to the agreement (Handriani, 2020)

Legal protection can most generally be defined as protection given to legal subjects through legal instruments, both written and unwritten. This describes the function of law which aims to bring justice, order, certainty, benefit and peace. As outlined in Article 4(b) of Regulation No. 8 of 1999 on Consumer Protection, one of the consumer rights is the right to choose goods and/or services and to receive goods and/or services that match their value, condition, and guarantees. Protection of consumers is very important where there is a lot of competition which places consumers at a low bargaining value. In the world of trade in Indonesia, where there is legal protection, this is a very important thing to do, this aims to guarantee the protection provided by the State to consumers so that there is no arbitrariness on the part of business actors.

Consumers have the right to peace, to receive valid information, to be heard, to be treated honestly by businesses, and to receive compensation, along with additional rights specified in Law No. 8 of 1999. This legislation aims to ensure consumer protection in trade, enhance their well-being, uphold their dignity, and provide access to product information, thereby promoting honesty and responsibility among business operators in their commercial activities (Nawi, 2018). According to the Minister of Trade Regulation of the Republic of Indonesia No. 35/MDag/Per/7/2013 on Price Tagging of Goods and Service Rates, business operators involved in retail sales and/or providing services to consumers must display the prices of goods or service rates clearly, legibly, and visibly. This requirement is outlined in Article 2, Paragraph (1) of Permendag No. 35 of 2013 (Menteri, 2013). Regarding discrepancies between the listed price of goods and the price or rate charged at payment, Article 7, Paragraph (2) of Permendag No. 35 of 2013 stipulates that lowest price or rate shall apply (Andriasari et al., 2019)

Based on Law no. 8 of 1999, if the price difference can be proven, the minimarket business operator can be deemed to have violated Article 8 paragraph (1) letter (f) which prohibits offering goods and services that do not comply with the promises stated on labels, labels or advertisements (Susanty, 2019). Apart from that, business actors also violate Article 10 letter (a) which prohibits offers, promotions or advertising that are false or misleading regarding the prices of goods and services (Yuliska, 2023)

2. Legal Consequences/Sanctions for Business Actors Who Provide Misleading Information Regarding Product Prices

The price discrepancy between the receipt and the display price experienced by a consumer named Tiklas at a minimarket in Halmahera Barat in 2022 constitutes a violation of Law No. 8 of 1999 on Consumer Protection and Minister of Trade Regulation No. 35 of 2013 on Price Tagging of Goods and Service Rates. In this case, the business operator, Indomaret, provided unclear and misleading information regarding the prices of goods purchased by the consumer. The price on the display shelf was lower than the price listed on the receipt. Indomaret should have charged the lower price displayed on the shelf but instead charged the price indicated on the receipt.

When the consumer requested a recalculation based on the price displayed on the shelf, Indomaret staff refused. Additionally, when the consumer asked for a refund and decided not to make the purchase due to the pricing discrepancy, the staff stated that the money could not be returned because the transaction had already been processed by the cash register system. This practice is clearly in violation of the regulations and significantly harms the consumer.

Article 62, Paragraph (1) of Law No. 8 of 1999 stipulates that business operators who violate provisions in Articles 8, 9, 10, 13, Paragraph (2), 15, 17, Paragraph (1) Letters a, b, c, e, and 18 may face criminal penalties of up to 5 years in prison or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah). Therefore, Indomaret, for violating Article 8, Paragraph (1) and Article 10(a) of Law No. 8 of 1999 on Consumer Protection, could be subject to criminal or administrative sanctions as outlined in Article 62, Paragraph (1) (Andriasari et al., 2019). Imposing sanctions is crucial for fostering a healthy business environment, as it requires seriousness and firmness. Sanctions serve as a mechanism to restore conditions to their original state after a violation and act as a deterrent to prevent business operators from repeating such violations (Azizah et al., 2023)

3. Dispute Resolution Between Business Operators and Consumers Concerning Price Discrepancies Between Display Shelf Prices And Receipt Prices

Dispute resolution related to consumer protection is regulated in Law Number 8 of 1999 concerning Consumer Protection. Article 45 of the law states that consumer protection disputes can be resolved either through court (litigation) or outside court (non-litigation). Made et al. (2022) Consumers have the right to file a lawsuit in general court. However, the Consumer Protection Law stipulates that the choice of dispute resolution method must be agreed upon by all parties involved. Generally, the process of resolving consumer protection disputes in court can involve individual lawsuits, small lawsuits, class actions, or lawsuits filed by consumer protection institutions, both non-governmental organizations and government/related agencies. The type of lawsuit depends on the injured party, the number of people affected, and the magnitude of the losses incurred.

Consumer protection claims can be resolved outside of court based on an agreement between the parties involved. If the parties opt for out-of-court resolution, litigation can only proceed if the non-litigation method is deemed unsuccessful. In the case of non-litigation resolution, the Consumer Protection Law authorizes Consumer Dispute Resolution Bodies (BPSK) to handle disputes outside of court. BPSK resolves consumer disputes through arbitration, conciliation, and mediation (Chrisdanty, 2020)

Stages of dispute resolution through BPSK are regulated in the Minister of Trade Regulation No. 17/M-DAG/PER/4/2007. This regulation outlines the duties and authority of the Consumer Dispute Resolution Body, as well as the procedures for resolving consumer disputes, including the following:

1. Buyers submit a complaint to BPSK, either in written or oral form, concerning breaches of consumer protection
2. In response to the complaint, BPSK conducts an investigation and examination of the consumer protection dispute
3. Upon receiving the consumer's complaint, the BPSK Chairperson, through the Head of the Secretariat, summons the defendant within a maximum of 3 (three) working days. This summons is issued to inform the defendant of the lawsuit filed by the plaintiff
4. The panel's decision must be issued no later than 21 days from the date the complaint is received by the panel, whether the resolution is through conciliation, mediation, or arbitration (Jusriadi et al., 2021)

If the defendant fails to respond to the BPSK Chairman's summons without a valid reason, the Head of the Secretariat will report the absence to the BPSK Chairman. Subsequently, the BPSK Chairman will establish a Panel with the assistance of the Clerk to review the complainant's case and decide on the next steps, which include:

1. The BPSK notifies the defendant of the investigation, which will be handled according to the regulatory provisions, particularly if any criminal elements are identified in the complaint
2. Seeks BPSK assistance from investigators to ensure the defendant's presence
3. BPSK recommends that the relevant authorities impose administrative penalties in accordance with applicable regulations

4. BPSK recommends coordinating with relevant agencies or business associations to assist in ensuring that the defendant appears as required.

4. The Role of the Government in Overseeing Business Activities and Protecting Consumer Rights

Consumer protection is crucial in social life. Consumers have the right to receive goods or services that are of high quality and safe. The government plays a key role in safeguarding consumers by enacting laws and regulations that regulate consumer protection. The Indonesian government has introduced various laws and regulations to ensure buyer safe, featuring Law Number 8 of 1999 about patron shield. These laws and regulations outline consumer rights and obligations, as well as business rights and obligations, actors, and the penalties for those who violate consumer protection provisions (Tumbel, 2020)

The government has also established an institution to oversee the implementation of consumer protection regulations, namely the National Consumer Protection Agency (BPKN). BPKN has the authority to receive consumer complaints, conduct investigations, and provide recommendations to the government for addressing consumer issues. The role of government supervision is very important to protect the public from the dangers of business actors who do not comply with regulations. For example, if a business actor does not provide clear or even misleading information about the price of goods between those listed on the shelf and the shopping receipt. Without effective oversight, consumers may not be protected from non-compliant business behavior.

Finally, the government acts as a mediator in resolving disputes between business actors and consumers resulting from violations of regulations that harm consumers. In this case, the government collaborates with relevant agencies to determine consumer protection policies (Zulfikar, 2020)

Government efforts to improve consumer protection include:

1. Intensify the delivery of information on consumer protection regulations to the public. The government has used various media, including mass media, social media, and discussion forums to disseminate consumer protection regulations. This aims to increase the public's knowledge of their rights and obligations as consumers
2. Adding guidance to the community on consumer rights and obligations. The government has been educating the public on consumer rights and obligations through various activities such as: seminars, training and workshops. This education aims to increase public knowledge about consumer protection.
3. Improving cooperation with various parties in consumer protection efforts. The government has increased cooperation with various parties such as: business actors, non-governmental organizations, and academics. This cooperation aims to realize effective consumer protection. Government efforts to improve consumer protection are still ongoing.

The government hopes that with these supervisory efforts, consumers can be protected and get their rights, and business actors will be more obedient to regulations because they are supervised by the government with various regulations that have been issued.

IV. CONCLUSION

Business actors take actions that are not in accordance with applicable laws and regulations, namely using prices that do not match those on Indomaret display shelves and not using the lowest price during the payment process. This is contrary to Law Number 8 of 1999 concerning Consumer Protection article 8 paragraph (1) point f and article 10 point (a) as well as Minister of Trade Regulation No.35 of 2013. Settlement of disputes between consumers and business actors can be resolved through several channels, namely, (1) judicial channels (litigation) and extrajudicial channels (non-litigation), (2) through general courts, (3) through BPSK (mediation, arbitration or conciliation).

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