

## Consumer Protection in the Malioboro Area, Yogyakarta City Against Culinary Stalls

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### ABSTRACT

As the times progress, the more deviant crimes that occur in society, including crimes in the culinary business, it is also what makes society more *sensitive* to culinary business actors. The problems are (1) How is consumer protection related to food menu prices that are not listed by culinary business actors, (2) What are the legal consequences in the form of sanctions that occur to every culinary business actor if they do not include food menu prices. The method in this research is qualitative, juridical-empirical approach. research on how to protect consumers that consumers are very vulnerable to fraud perpetrated by business actors, the protection that consumers themselves expect from business actors is not in accordance with their expectations, there is no form of accountability given by business actors when consumers complain. Conclusion The application of consumer protection is in fact in the results of research facts that culinary business actors in Malioboro who still do not include the price of food menus do not receive any legal consequences at all, be it light sanctions or closures to revocation of business licenses or harsh sanctions in the form of administrative sanctions and criminal sanctions.

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## INTRODUCTION

Growth of the production and trade sectors, which in reality indirectly creates the strength of the position of business actors on the one hand, and places consumers on the other. Some business actors in carrying out their activities often ignore the interests of consumers. Given such a position, consumers are often "forced" to accept a product or service, even though it is not as desired. As the times progress, the more deviant crimes that occur in society, including crimes in the culinary business, it is also what makes society more *sensitive* to culinary business actors. In our surroundings, we often find actions by business actors that cause harm to consumers, such as news about poisoned food, expired food, and so on. Business actors must inspect their products before they are distributed so that food that has expired and is no longer suitable for consumption does not reach consumers.

A tourist video saying the price of catfish pecel on the Malioboro lesehan is expensive has gone viral on social media. The tourist said he had to pay IDR 37,000 for a serving of lele pecel. The details are IDR 20,000 for fried catfish, IDR 7,000 for a serving of rice, and IDR 10,000 for fresh vegetables. From this incident we can see and we feel that there are many incidents in the culinary business sector that do not comply with the regulations contained in the Consumer Protection Act, there are many cases of people who as consumers are often confused about paying the price of the food menu after eating at the stall. Yogyakarta City is a City of Tourism as well as a City of Education which has a diversity of cultures and culinary delights. The Malioboro area is a tourist and culinary spot which is often visited by tourists from all over Indonesia and even foreign tourists. It is inseparable from the culinary business actors in the Malioboro area of the city of Yogyakarta, many culinary business actors still do not include food menu prices. Even so, there are also several culinary business actors who have provided information regarding food menu prices. Of course, culinary business actors who have provided a price list for the food menu are not a problem, what is a problem is for culinary business actors who do not provide a price list for the food menu they sell in stalls.

## THEORETICAL REVIEW

Consumers have a greater risk than business actors, in other words, consumer rights are very vulnerable (Makarim, 2003: 242). Against the consumer's position, of course, must be protected by law. One of the characteristics, as well as the purpose of law is to provide protection (protection) to the community (Shidarta, 2004: 112). Legal protection for consumers is very important, because consumers besides having *universal* rights also have very *specific rights* (both situations and conditions) (Hartono, 2000: 79). Government Regulation of the Republic of Indonesia Number 58 of 2001 concerning Guidance and Supervision of the Implementation of Consumer Protection, Article 1 point 1 and 2 explains the meaning of consumer protection as follows:

1. Consumer protection is all efforts to guarantee legal certainty to provide protection to consumers.

2. A consumer is any user of goods and/or services available in society, both for the benefit of himself, his family, other people and other living things and not for trading." Based on these regulations, consumers are highly protected by the rule of law from all legal crimes. Meanwhile according to Law Number 8 of 1999 concerning Consumer Protection Article 1, this law is what is meant by: Consumer Protection is all efforts to guarantee legal certainty to provide services to consumers. 2. Consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading.
3. Entrepreneurs are any individual or business entity, whether in the form of a legal entity or not a legal entity that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through agreements to carry out business activities in various economic fields. .
4. Goods are all objects, both tangible and intangible , both movable and immovable, consumable or non-consumable, which can be traded, used, used, or exploited by consumers. (Law No. 8 of 1999 concerning Sinar Graphic Consumer Protection , Jakarta, 2009, Article 1)"

From the definition of consumer protection contained in Article 1 , numbers 1-3 it is clear that the owner of a food stall can be called a business actor. As we know, legal certainty is determined in Consumer Protection Law as well as other areas of law such as Public (Criminal) law, Private (Civil) law and State Administrative Law. In line with that, various countries have also established consumer rights which are used as the basis for regulating consumer protection. (Shidarta , 2000:14)

Seeing cases in our surroundings that we often feel , that every time we buy food and when we pay, we are surprised by prices that we did not expect before, because it has become an ingrained culture in our lives every time we buy food. Things like that are often caused by producers not being transparent about the state of the products they offer. ( Shidarta, 2000:14). Consumers are generally in a much weaker position , when compared to business actors. However, business actors have the power and funds to form opinions on a product, which in turn are very different from consumer expectations. Even further, *diametrically opposed* to what consumers expect of a product (Barkatullah, 2010: 18).

Cases of fraud that occur can already be seen that there is legal uncertainty . This fraud can occur because more specifically business actors in the culinary field such as food stalls do not include clear information on the price list of food menus for consumers. This is of course very detrimental to consumers and indeed here we need carefulness for us consumers to know it all, lest we as consumers ignore the price list for the food menu. If there is no price included in the food menu and consumers often ignore it, it is certain that the consumers are the losers.

The low awareness and knowledge of the consumer community is not impossible to be used as land for business actors in transactions that do not have good faith in running a business, namely the principle of seeking maximum profit, by utilizing the most efficient steps using existing resources. The focus of these cases, in fact what must be known in the Consumer Protection Act Number 8 of 1999 is the basis for the author to continue this problem, which is contained in the Articles listed below:

**Article 1 number 1** : Consumer protection is all efforts that guarantee legal certainty to provide services to consumers.

**Article 2** : Consumer protection is based on benefits, fairness, balance, security and safety, as well as legal certainty. Article 7 Entrepreneurs Must:

- a. Have good faith in carrying out its business activities.
- b. Provide true, clear and honest information regarding the conditions and warranties of goods and/or services and provide explanations for use, repair and maintenance.

**Article 8** Prohibited actions Business actors

Letter J : Does not include information and/or instructions for using goods in Indonesian in accordance with the provisions of the applicable laws and regulations.

**Article 10** : Business actors in offering goods and/services intended for trading are prohibited from offering, promoting, advertising or making statements that are untrue or misleading regarding:

- a. The price of a tariff for goods and/or services."

So it is clear from the above that culinary business actors must follow the rules stipulated in Law Number 8 of 1999 concerning Consumer Protection, because consumers have the right to obtain information regarding goods/services traded by business actors, if they do not follow the rules that have been set. as it should be this is what is called legal uncertainty in providing information. This writing makes culinary business actors more the object of discussion, and for this reason the author is looking for data or information in the field of consumer protection where the author observes that there is an unlawful act committed by business actors culinary which has the potential to cause harm to the consumer later. According to Nieuwenhuis:

" Loss is the reduction of one party's assets, which is caused by an act violating the norms of the other party. From this there is no legal certainty in the field of information. Where is the information is a must and mandatory in making a product that will be consumed . Therefore, we (consumers) should also be observant in viewing information. (Muru, 2013: 78). So it is very important for culinary business actors to provide correct and clear explanations for consumers so that there is a legal balance as stated in the Consumer Protection Act.

Consumers should be given protection in this case, with the aim of creating a consumer protection system that contains elements of legal certainty and information disclosure, as well as access to information and raises awareness

of business actors regarding the importance of consumer protection so that honest and responsible attitudes grow in doing business. (Yodo , 2004:3 ) The author's reason for conducting research related to this field is so that what we (consumers) often experience in buying food at the time of payment does not happen again, where we (consumers) don't know anything about the price of the food menu that we ate earlier, and moreover so that the perpetrators Culinary businesses are also aware of the importance of clear information on each food menu served , starting from the composition and most importantly the price list for the food menu. Based on the background that the author has described above, the writer is interested in conducting research related to food stalls in the Malioboro area of Yogyakarta City .

## **METHODOLOGY**

### *Research Purposes*

The aim of this research is; consumer protection regarding food menu prices that are not listed by culinary business actors. To find out and analyze the legal consequences in the form of sanctions that occur to every culinary business actor if he does not include the price of the food menu.

### *Benefits of Research*

The results of this research are expected to be useful for various parties, including:

#### 1. Theoretical Benefits

This research is a contribution to science, especially law, especially consumer protection law. Apart from that , it can increase knowledge about legal responsibilities as business / culinary actors in carrying out their business activities.

#### 2. Practical Benefits

- a. It can be a source of information for the public if they find a food stall that does not include prices on the food menu so that it can be reported to the National Consumer Protection Agency and the Dispute Resolution Agency which can handle this matter so that it can be followed up quickly.
- b. Providing information especially to the public regarding legal protection which is their rights as consumers, providing input/suggestions on the Consumer Protection Act.
- c. This research can be used as a frame of reference and a basis for further research.

## **RESULTS**

### *Definition of Consumer Protection*

Article 1 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection says that all efforts that guarantee legal certainty are to provide protection to consumers. Legal certainty is intended to provide protection to consumers by increasing the dignity of consumers and opening access to

information about goods and/or services for them, and cultivating the attitude of business actors who are honest and responsible. (Sutedi, 2008: 8) Consumer protection law is the overall principles and rules of law that regulate and protect consumers in their relationships and problems with providers of consumer goods and/or services. (Az. Nasution 1995: 66). This opinion is also very much in line with Article 64 of the Law

Law Number 8 of 1999 concerning Consumer Protection: "All provisions of laws and regulations aimed at protecting consumers existed at the time this law was enacted, declared to remain valid as long as they are not specifically regulated and/or do not conflict with the provisions of this law" . To strive for the realization of consumer protection, the government places more emphasis on regulation, guidance and supervision so as to create a balanced position or position between business actors and consumers, in Law Number 8 of 1999 concerning Consumer Protection, the government indeed places more emphasis on its attention to consumers because so far the rights and their obligations have been neglected by business actors. (Rohanah, 2014: 2)

#### *Definition of Consumer*

The word consumer comes from English, namely *Consumer* or in Dutch *Consumer*. Consumers literally can be interpreted as "people who need, spend, or use, users or needers (Siahaan, 2005: 22). The definition of a consumer can also be interpreted as "a person or company that buys certain goods or uses certain services" or "something or someone who uses an inventory or a number of goods" (Barkatulah, 2008: 7). Article 1 point 2 of Law Number 8 of 1999 concerning Consumer Protection, "consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading" . Consumers as users of goods and/or services have rights and obligations as consumers . Legal experts generally agree that consumers are the ultimate users of goods and services. With this formulation, Hondius wants to differentiate between non-end consumers (intermediate consumers) and end-user consumers. Consumers in a broad sense include both of these criteria, while consumer users in a narrow sense only refer to end-use consumers. To avoid confusion , the use of the term "Consumer" obscures the true meaning. There are several limitations to the understanding of consumers, namely :

- 1) Consumers are everyone who obtains goods and /or services that are used for a particular purpose;
- 2) Intermediary consumers are any person who obtains goods and/or services to be used for the purpose of making other goods/services or for trading (commercial purposes).
- 3) The final consumer is any natural person who obtains and uses goods and/or services, for the purpose of fulfilling his personal, family and/or household needs and not for re-trading (non-commercial).

### *Consumer Rights*

Consumer Rights as stated in Article 4 of Law no. 8 of 1999 concerning Consumer Protection are as follows :

- a. The right to comfort, security and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;
- c. The right to correct, clear and honest information regarding the conditions and warranties of goods and/or services;
- d. The right to have their opinions and complaints heard about the goods and/or services used;
- e. The right to receive proper advocacy, protection and efforts to resolve consumer protection disputes;
- f. The right to receive Consumer guidance and education; g. The right to be treated or served correctly and honestly and not discriminatory;
- g. The right to receive compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
- h. The rights regulated in the provisions of other laws and regulations.

In addition to the rights mentioned above, there is also the right to be protected from the negative consequences of unfair competition. This departs from the consideration that business activities carried out by entrepreneurs are often carried out dishonestly, which in law is known as "*unfair competition*" (Kristiyanti, 2008: 32) If consumers are really going to be protected, then the consumer rights mentioned above must be fulfilled, both by the government and by producers, because fulfilling these consumer rights will protect consumer losses from various aspects (Miru & Yodo, 2015: 47).

### *Consumer Obligations*

Consumer obligations according to Article 5 of the Law Number 8 of 1999 concerning Consumer Protection, namely:

- a. Read or follow the instructions for information and procedures for the use or utilization of goods and/or services, for security and safety;
- b. Have good faith in conducting goods and/or services purchase transactions;
- c. Pay according to the agreed exchange rate;
- d. consumer protection disputes .

### *Definition of Business Actor*

Article 1 point 3 of the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection Business actors are any individual or business entity, whether in the form of a legal entity or not a legal entity, which is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, whether individually or jointly through agreements to carry out business activities in various economic fields. While the explanation of

the law included in the business actors are companies, cooperatives, BUMN, corporations, importers, traders, distributors and others (Nasution, 2001: 17).

#### *Rights of Business Actors*

Article 6 of Law Number 8 of 1999 concerning Consumer Protection regulates the rights of business actors as follows: Rights of business actors:

- a. The right to receive payments in accordance with the agreement regarding the conditions and exchange rates of goods and/or services traded;
- b. The right to obtain legal protection from unfavorable consumer actions;
- c. The right to conduct self-defense in the legal settlement of consumer disputes;
- d. The right to rehabilitate a good name if it is legally proven that the Consumer's loss was not caused by the goods and/or services being traded;
- e. The rights regulated in the provisions of other laws and regulations.

#### *Obligations of Business Actors*

The obligations of business actors are regulated in Article 7 of the Law Invite No. 8 of 1999 concerning Consumer Protection are:

- a. Have good faith in carrying out its business activities;
- b. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance;
- c. Treating or serving Consumers correctly and honestly and not discriminatory;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable standards for the quality of goods and/or services;
- e. Providing opportunities for Consumers to test and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded;
- f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
- g. Provide compensation, compensation and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

The importance of conveying correct information to consumers about a product, so that consumers are not mistaken about the description of a particular product. Submission of information to consumers can be in the form of representations, warnings, or in the form of instructions. (Kristiyanti, 2008:32) Correct representation of a product is required because one of the causes of losses to consumers is misrepresentation of certain products. The losses experienced by consumers in Indonesia in relation to mist presentations are mostly due to being tempted by advertisements advertisements or brochures, while these brochure

advertisements do not always contain correct information because in general they only highlight the advantages of the product being promoted , on the other hand the weaknesses of the product are covered. (Miru & Yodo, 2004: 54-55).

## DISCUSSIONS

The purpose of Consumer Protection in Article 3 of Law Number 8 of 1999 concerning Consumer Protection, while the aims are as follows:

1. Increase awareness, ability and independence of consumers to improve themselves.
2. Uplifting the dignity of consumers by preventing them from negative excesses in the use of goods and services.
3. Improving community empowerment in choosing, determining and demanding their rights as consumers.
4. Creating a consumer protection system that contains elements of legal certainty and information disclosure and access to information.
5. Growing awareness of business actors regarding the importance of consumer protection , so as to develop an honest and responsible attitude in doing business.
6. Improving the quality of goods and services that ensure business continuity in the production of goods and services for health , convenience, security and consumer safety.

### *Responsibilities of Business Actors*

As a business actor, you must be responsible for:

1. Provide compensation for damage, pollution or loss to consumers as a result of consuming goods or services produced or traded .
2. Such compensation can be in the form of taking money or replacing goods and/or services of similar or equivalent value, or health care and/or services or providing compensation in accordance with the provisions of the applicable laws and regulations.
3. Compensation is carried out within a period of 7 (seven ) days after the transaction.
4. And the provision of compensation as referred to above (points 1 and 2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the elements of guilt.
5. The provisions referred to in points 1 and 2 do not apply if the business actor can prove that the mistake is the fault of the consumer. (Hartini, 2005: 216)

According to the Civil Code (KUH Perdata) , the notion of an unlawful act is not stated clearly and with certainty. The Civil Code itself only stipulates the conditions that must be met if someone who suffers a loss as a result of an unlawful act committed by another person wants to apply for compensation to the court. Meanwhile, Article 1365 of the Civil Code states that: "Any unlawful act that causes harm to another person obliges the person who, due to his mistake, issues the loss to compensate for the loss. (Fuady, 2002: 6) Based on Article 1365 of the Civil Code mentioned above, Munir Fuadi stated that what is meant by an unlawful act is an unlawful act committed by a person who due to

his fault has caused harm to another person. (Prodjodikoro, 1990:12) According to the provisions in Article 1365 of the Civil Code, an unlawful act must contain the following elements: There must be an act referred to by this act, both positive and negative, meaning that every behavior does or does not do;

- a. The act must be against the law;
- b. There is an error (Schuld);
- c. There is a causal relationship between the unlawful act and the loss;
- d. There is a loss

### *Dispute Resolution*

Dispute resolution can be done through 2 (two) processes . The oldest dispute resolution process is through a litigation process in court, then develops a dispute resolution process through cooperation (cooperative) outside the court. (Adi Nugroho, 2009:1) So based on this statement it can be concluded that, dispute resolution outside the court is a development of dispute resolution through litigation.

Article 45 of Law Number 8 of 1999 concerning Consumer Protection states:

1. Every consumer who is harmed can sue business actors through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court environment.
2. Settlement of consumer disputes can be reached through court or out of court based on the voluntary choice of the parties to the dispute.
3. Settlement of disputes outside the court as referred to in paragraph (2) does not eliminate criminal responsibility as stipulated in the law.

Based on Article 45 above, it can be stated that consumers who feel aggrieved by business actors can carry out what is called a lawsuit. Settlement of consumer disputes both outside and inside the Court. If the business actor does not include the price of the food menu, then it is the consumer who is greatly harmed by the business actor so that it is really necessary to apply legal protection to consumers and of course the legal consequences for the business actor. UU no. 8 of 1999 concerning Consumer Protection and Republic of Indonesia Government Regulation No. 58 of 2001 concerning the Guidance and Implementation of Consumer Protection, it is hoped that culinary business actors can apply what is already in these laws and regulations, so that the protection of consumer rights is realized and the growth of legal responsibility towards business actors in running their business.

## CONCLUSIONS AND RECOMMENDATIONS

### *Conclusions*

Based on the results of the research and discussion conducted by the author, two conclusions can be drawn regarding consumer protection for business actors who do not include food menu prices as follows:

#### 1. Consumer Protection for Business Players Who Do Not Include Food Menu Prices

The author finds many facts that are not in accordance with the provisions of Law no. 8 of 1999 concerning Consumer Protection, in fact in the results of research consumers in the Malioboro area of Yogyakarta City have not had their rights protected. This is proven that there are still many consumers who feel disadvantaged by culinary business actors.

#### 2. Legal Consequences in the Form of Sanctions for Business Players Who Do Not Include Food Menu Prices

The research fact is that culinary business actors in the Malioboro area who do not include food menu prices have not had serious enforcement efforts due to law to carry out closures to revocation of business licenses or harsh sanctions.

### *Recommendations*

#### 1. For Consumers

It is hoped that consumers must be smart consumers, must be pro-active and selective in buying food at food stalls. Also, as a consumer, you must know about your rights and obligations as a consumer, so that if later your rights and obligations as a consumer are violated, you can report it.

#### 2. For Business Actors

As a culinary business actor, he must act in good faith and be honest and clear in listing the price list for the food menu so that consumers are not harmed. It is hoped that business actors must also understand and follow the rules that apply in the Consumer Protection Act.

#### 3. For the Government

The role of the government as a regulator is expected to be able to make and carry out strict supervision, regulations and policies related to consumer protection. In particular, the Yogyakarta City Trade Service and the Yogyakarta City Government should increase Guidance, Supervision and Sanctions for culinary business actors who do not include food menu prices.

## FURTHER STUDY

Hopefully future researchers can perfect this writing so that it is useful for the Malioboro area and becomes a proud international tour.

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