RESPONSIBILITY OF BUSINESS ACTORS TOWARD CONSUMERS FOR EXPIRED PRODUCTS IN SUPERMARKETS IN RELATION

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Abstract

The existence of expired food products has become a problem among the general public, because expired food products are no longer suitable for consumption because of the risk of poisoning for people who consume them. The purpose of this study is to determine and examine the responsibility of business actors towards consumers for expired products in supermarkets in connection with Law Number 8 of 1999 concerning Consumer Protection. The research method in writing this thesis is descriptive analysis, carried out with a normative juridical approach method, namely a normative legal writing method. Data collection techniques in the form of library research using 3 legal materials, namely primary legal materials, secondary legal materials and tertiary legal materials. The results showed that business actors who violate provisions related to expired food products, such as not clearly stating the expiration date, may be subject to administrative sanctions or other legal sanctions in accordance with applicable regulations. Based on Article 19 paragraph (1) of the Consumer Protection Law, the responsibility of business actors includes compensation for damage, pollution and consumer losses. The government is expected to provide direction and guidance to business actors regarding the importance of including expiration dates to ensure the safety of products being traded.

Keywords : Supermarket, Expiration, Legal Protection

INTRODUCTION

The rapid development of technology has brought people to an instant and practical civilization. People can not only shop at traditional markets to buy their basic needs. The emergence of more modern markets or supermarkets has changed people's habits. In supermarkets we can find several types of food products. Unlike the traditional market that can only be bargained and the environment is less clean, supermarkets present a clean and quite comfortable environment and a high quality product (Suryadarma dkk., 2007).

Instant food products with attractive packaging are certainly an attraction for them. Every food product in the supermarket must include an expiration date. This is important for consumers because food products that have expired certainly have a negative impact on health. Expiration can be defined as the period of time given to consumers to be able to enjoy a food product (Arini, 2017).

In each product there is a label that states “best used before” to provide information to consumers about the expiration date of the product. In supermarkets, the most widely sold products are instant food products that are wrapped in a package, so consumers are often negligent in determining whether the product is still suitable for consumption or not (Disemadi & Nadia, 2021). This will be different from food products circulating in traditional markets such as meat, consumers will find it easier to identify the expiration date of the product because they can be seen and can smell the aroma. Meanwhile, instant food products that are wrapped in packaging cannot be seen, so consumers must identify them by looking at the label or expiration date on the product packaging. However, the problem is that people are often less interested in reading the expiration date that has been listed on the packaging of a product sold in supermarkets.

This has become one of the problems of producers/business actors and consumers in developing countries, including Indonesia. Some types of food products are basically not dangerous products but turn out to be dangerous, such as products that are easily contaminated or contain toxins, which if negligent and not careful in the production process, or negligent in the distribution process or deliberately not withdrawing expired products that remain on the market. Most consumers at this time are not very careful with the expiration date markings on the packaging of products to be purchased or that have been purchased, be it primary products or secondary products. Whereas if consumers are more careful about the expiration date, it is possible that consumers will avoid the consequences that occur from products that have exceeded the expiration date, both material losses and mental losses such as poisoning due to food that has exceeded the expiration date (Yuliaputri & Windiarti, 2024).

Consumer protection laws are made for fair trading activities by providing correct and honest information in public places. Consumer protection laws are also made to prevent businesses that lead to fraud or certain unfair practices and gain an advantage over competition and also provide protection to those who have weaknesses and cannot protect themselves. Consumer protection law is a government regulation that aims to protect consumer unrest (Sadar dkk., 2012).

The existence of laws and regulations on consumer protection provides legal protection for consumers to sue, if the rights to which consumers are entitled are not fulfilled by producers / business actors (Sinaga & Sulisrudatin, 2018). This is also a limitation for producers in terms of producing goods and / or what they want to produce. Because after all, consumers have the rights described in Law Number 8 of 1999 concerning Consumer Protection so that producers / business actors do not easily commit product and / or service violations against consumers.

Thus, there are still violations committed by business actors, based on Consumer Protection Law Number 8 of 1999 concerning Protection contained in Article 4 point (a) the right to comfort, security and safety in consuming goods and / or services; which is intended in this explanation to ensure the safety and security of consumers in the use of goods or services obtained, so that consumers can avoid losses (physical and psychological) when consuming a product. Not only that, Article 8 of Law Number 8 of 1999 concerning Consumer Protection in paragraph 1: 1) Business actors are prohibited from producing and/or trading goods and or services that; There is point g, namely: "Does not include the expiration date or period of good use / utilization of certain goods".

Government regulations also regulate this matter in Government Regulation No. 28 of 2004 concerning Food Safety, Quality and Nutrition in Article 23 point e stipulates that; "Every person is prohibited from circulating (e) food that has expired".

This expired food product is considered to violate consumer rights as stated in Law Number 8 of 1999 concerning Consumer Protection, especially in Article 4 of Law Number 8 of 1999 concerning Consumer Protection which explicitly regulates consumer rights, namely in letters a and c, namely: a) The right to security, comfort and safety in consuming goods and / or services; b) The right to correct, honest and clear information about the conditions and guarantees of goods and / or services.

The basic consumer right is the right to find security (the right to safety) (Lestari, 2020). In addition, the right to security and safety has the intention of covering the safety and security of consumers in using the goods or services they get, so that consumers can be saved from physical or psychological losses such as using a product, especially food products (Miru & Yodo, 2010).

One example of such a case is in the city of Mataram Lombok A number of food and beverages unfit for consumption were found in a number of supermarkets when the integrated team of goods supervision held Sidak to several supermarkets and supermarkets in Mataram City. The team consisted of the Department of Cooperative Industry and Trade (Diskoperindag), Sat Pol PP, Department of Health, Department of Agriculture Fisheries and Marine Affairs, Department of Food Security and other related agencies. came and checked the food sold in several super markets in Mataram. It was found that three of the four supermarkets visited sold a number of foods and drinks that were not suitable for consumption. Some were expired, some had damaged packaging. Foods that were found expired included beef, soy milk, and others. While damaged packaging was found in canned milk products.

This problem shows the negligence of business actors in fulfilling their responsibilities towards consumers. Under Law No. 8/1999 on Consumer Protection, businesses are obliged to ensure that the products they sell are fit for consumption, safe, and in accordance with quality standards. Violations of this can result in administrative to criminal sanctions, depending on the extent of the violation and the impact on consumers. The law also entitles consumers to compensation if they are harmed due to the negligence of business actors. This research aims to answer the formulation of the problem of how the responsibility of business actors towards consumers for expired products in supermarkets when connected to Law Number 8 of 1999 concerning Consumer Protection. The main purpose of this research is to know, understand, and analyze the obligations of business actors in ensuring that the products sold meet the standards of safety and feasibility of consumption in accordance with statutory regulations. In addition, this research also aims to provide understanding to business actors and the public regarding the legal steps that can be taken to protect consumer rights, as well as to encourage the implementation of more responsible business practices in the future.

RESEARCH METHODS

This research is descriptive analysis (qualitative) which means that this research describes a legal regulation in the context of legal theories and their implementation and carefully analyzes facts about the laws and regulations in force in Indonesia with a normative juridical approach method, which is a method in normative legal writing using the main source of secondary data or literature. Primary data if needed as support in supporting secondary data, to complete the accuracy of the data as a reference for research sources (Soekanto, 2001). Data collection in this research is through library research to obtain secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials, then analyzed qualitatively.

RESULT AND DISCUSSION

Article 1 point 2 of Law Number 8 Year 1999 on Consumer Protection provides a clear definition of who is a consumer. Based on this provision, consumers are users of goods and/or services available in the community for personal, family, other people, or other living things, with a note that the goods or services are not for resale. This definition emphasizes that the main target of legal protection in this law is the final consumer or end user, who consumes goods or services for personal needs (Sakdiyah, 2021). This is different from parties who purchase goods for commercial purposes, such as traders or distributors, who are not included in the scope of protection as consumers.

This regulation aims to provide optimal protection to parties who are vulnerable to harmful practices, such as fraud in product quality, misleading information, or violations of consumer rights. From a legal perspective, consumers are considered to have a weaker position than business actors due to limited information, expertise, and bargaining power in transactions (Hamid, 2020). Therefore, the Consumer Protection Law is present to regulate the balance of the relationship between consumers and business actors and ensure the fulfillment of consumer rights fairly. In addition, in Article 4 of the Consumer Protection Law, consumer rights such as the right to security, comfort, and safety in consuming goods or services are explicitly spelled out to provide more concrete guarantees.

According to Maria SW Sumardjono, end consumers often do not have sufficient access to verify the quality and safety of the goods they purchase (Saputra, 2024). Therefore, legal protection is an important instrument to provide a sense of security to consumers in transactions. This opinion is in line with the principles of consumer protection stipulated in Article 3 of the Consumer Protection Law, namely to increase consumer awareness, ability, and independence in choosing and using goods or services. This principle also aims to create fair legal protection for consumers in the face of irresponsible business practices.

In addition to the Consumer Protection Law, regulations on consumer rights can also be found in the Civil Code (KUHPerdata), specifically Article 1365 which regulates civil liability for unlawful acts. In the context of consumer protection, this article provides a legal basis for consumers to claim compensation if they suffer losses due to negligence or unlawful acts committed by business actors. This confirms that consumer protection is not only limited to the rights stipulated in Law Number 8 Year 1999 but also extends to the realm of general civil law applicable in Indonesia.

Overall, consumer protection in this law aims not only to provide guarantees for consumer rights but also to create a healthy and equitable trading ecosystem. By ensuring that end-consumers are protected from harmful practices, this law makes an important contribution to increasing public trust in businesses (Yulianingsih & Putra, 2024). Thus, legal protection of consumers has a strategic role in supporting the creation of economic stability and strengthening the relationship between consumers and business actors based on the principles of justice and equality.

Product liability is a term translated from product liability. Product liability also refers to producer liability, which in German terms is called produzenten haftung (Maharani & Dzikra, 2021). The term and definition of product liability is interpreted differently among experts and regulations. In Butterworths Concise Australian Legal Dictionary, Peter E Nygh and Peter Butt say that Product Liability is a legal responsibility imposed on employers, distributors or suppliers (Siahaan dkk., 2005).

In the legal dictionary, responsibility is an obligation for a person to carry out what has been obliged to him. According to the law, responsibility is a consequence of the consequences of a person's freedom of action relating to ethics or morals in carrying out an action (Hamzah, 2005). Meanwhile, in consumer protection law, business actors must be held accountable, namely if their actions have violated the rights and interests of consumers, caused losses, or impaired consumer health. Law Number 8 Year 1999 on Consumer Protection (UUPK) uses the term responsibility, both to term compensation in criminal and civil sanctions.

So every consumer has the right to consumer protection, therefore the business actors circulating expired food products must be responsible in accordance with their actions (Tampubolon, 2016). Article 7 of Law No. 8/1999 on Consumer Protection formulates a number of obligations that must be fulfilled by business actors. First, business actors must act in good faith in carrying out their business activities. Second, they must provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services, including an explanation of their use, repair, and maintenance. Third, business actors must treat or serve consumers correctly, honestly, and non-discriminatorily. Fourth, they are required to guarantee the quality of goods and/or services produced or traded in accordance with applicable quality standards. In addition, business actors must provide opportunities for consumers to test or try certain goods and/or services, as well as provide guarantees or warranties for the goods being traded. They are also obliged to provide compensation, compensation, or reimbursement for losses suffered by consumers due to the use of goods and/or services traded. Finally, business actors must provide compensation, compensation, or replacement if the goods and/or services received by consumers are not in accordance with the agreed agreement.

Article 19 of Law Number 8 Year 1999 on Consumer Protection stipulates that business actors are responsible for providing compensation for damage, pollution, and/or losses suffered by consumers as a result of consuming goods and/or services produced or traded. The compensation can be in the form of a refund, replacement of goods and/or services of similar or equivalent value, health care, or compensation in accordance with the provisions of applicable laws and regulations. The process of providing compensation must be carried out within 7 (seven) days after the transaction date. However, the provision of compensation does not eliminate the possibility of criminal prosecution if, after further substantiation, an element of fault of the business actor is found. This provision also does not apply if the business actor can prove that the fault is entirely the fault of the consumer.

In cases of consumer rights violations, care is needed in analyzing who should be liable and the extent to which liability can be imposed on the relevant parties. There are five main principles in such liabilit (Eleanora, 2018). First, liability based on negligence, which is a subjective principle where liability is determined by the producer's behavior. This principle assesses whether the producer has acted prudently to prevent harm to consumers. Second, liability based on default, which allows consumers to file a lawsuit for the failure of the producer to fulfill the contract or agreement, whether written or oral, such as in the case of non-halal raw materials that harm consumers. Third, strict liability, in which the producer is obliged to be responsible for consumer losses without the need to prove the element of fault, as regulated as a lex specialis in the law on offenses. Fourth, the principle of limited liability, which is often used by businesses in standard agreements through exoneration clauses to limit their liability. Fifth, the principle of presumption of liability, whereby business actors are presumed liable until they can prove their innocence, with a reversed burden of proof (omkering van bewijslas). This principle is adopted in the Consumer Protection Law, as affirmed in Articles 19, 22, and 23 of the GCPL.

In order to provide the best service to consumers, supermarket store owners certainly always want to provide the products they sell with the best quality, but there are still consumers who still receive expired packaged food still circulating in minimarkets, the existence of cases like this does not mean that the producers or store owners do not make efforts to control the packaged food they sell because it is possible that business actors / store owners do not control the product / packaged food. The existence of these cases will certainly lead to the best solution for consumers who feel harmed because they have received packaged food that has expired.

According to the author, supermarket owners in responding to and serving consumer complaints about products purchased at their supermarkets, most supermarket owners ask consumers to show the packaged food products they buy at the store and ascertain whether it is true that the packaged food is purchased at their supermarket, if it is proven that the packaged food is purchased at the store the store owner provides compensation in the form of product exchanges of the same type and brand or with a refund of the nominal amount according to the price of the previous packaged food.

The supermarket owners give the expired packaged food to the sales of the packaged food products to be delivered to the distributor and get compensation in accordance with the agreement, and for expired packaged food purchased by the supermarket owner himself either from kiosks / agents or distributors it is the responsibility of the supermarket owner himself because the supermarket owner who buys goods / packaged food products in large quantities and stores them for some time in the future is sold even though the product / packaged food has passed the date limit or expiration, with this, the business actor is obliged to take responsibility for this action by providing compensation for the same goods or compensation for the amount of money agreed upon by both parties.

According to some supermarket owners, in responding to consumer complaints, supermarket owners have never involved outside parties such as the Office or other parties outside the supermarket owner and consumers, this happened because until now if there are consumer complaints or problems related to consumer protection, the parties, both supermarket owners and consumers, always resolve them through family channels. This step can be accepted by consumers as a form of fulfillment of the right to obtain products that are in accordance with the exchange value, the right to safety and comfort, and the right to get balanced and non-discriminatory treatment. This is considered to be able to fulfill consumer rights in providing a sense of justice and expediency and equal position between business actors and consumers.

CONCLUSIONS

Based on the description above, it can be concluded that the responsibility of business actors towards consumers for expired products in supermarkets is related to Law Number 8 of 1999 concerning Consumer Protection is that business actors should provide compensation for what has been done to their consumers as explained in Law Number 8 of 1999 in article 7 hurug f and g and article 19 paragraphs 1 and 2 that business actors are responsible for providing compensation for damage, compensation in the form of a refund or replacement of goods and / or services of a similar or equivalent value, or health care and / or compensation in accordance with applicable laws and regulations. The recommendation of this research is that the government is expected to provide direction or guidance to business actors about the importance of paying attention to the expiration date on food products that will be traded in the community, so that business actors can pay more attention to the food products they will sell, so that if the food products to be traded have expired, business actors should not sell these food products to the public or consumers for the sake of consumer health and safety.

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