

ANALYSIS OF LEGAL PROTECTION FOR CONSUMER LOSSES DUE TO BUSINESS PERFORMER'S BREACH OF CONCERT ORGANIZER

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Abstract

Currently, the music industry has become one of the most popular forms of entertainment among various segments of society. In this context, music concerts have become a significant source of revenue for promoters. However, it is not uncommon for promoters to neglect their responsibilities as business operators, resulting in losses for consumers who have purchased concert tickets. This research aims to examine the legal protection available to consumers who suffer losses due to the breach of contract by concert organizers. The research method used is a normative legal approach, analyzing legal issues through relevant legislation. The legal materials for this research are derived from primary and secondary legal sources, including legislation and related research findings on the subject matter. The research results indicate that consumer protection in Indonesia remains a serious concern, as business operators frequently fail to fulfill their obligations and violate consumer protection laws, leading to consumer losses. This study concludes the protection available to consumers seeking legal remedies for their losses, including claims for compensation in accordance with Law Number 8 of 1999 Concerning Consumer Protection.

Keywords: Music Concert, Legal Protection, Breach of Contract

INTRODUCTION

Currently, the music industry serves as a source of entertainment for a large portion of society. Business entities often use the music industry to organize musical performances or concerts in specific venues. Entertainment facilities have become crucial as an escape from the stress of daily life. Entertainment plays a significant role as one of the sources of enjoyment in human life. Additionally, entertainment can be an effective way to take a break from a busy routine. Entertainment comes in various forms, one of which is music concerts.

Music is a form of art that is always present in daily human life. As an inseparable part of life, music is often enjoyed by individuals while they engage in various daily activities. The significant financial benefits and wide-ranging business opportunities make the music industry very appealing to many entrepreneurs. Organizing music concerts requires meticulous planning, including creative stage decorations and the execution of events according to the established schedule. These various aspects highlight the complexity of this industry and how music continues to be an essential element in both life and business.

In the course of a music concert, several parties are involved, including the promoters and ticket buyers. The relationship between promoters and ticket buyers is established through a purchase agreement. This agreement is designed to protect ticket buyers from any undesirable incidents. Naturally, both parties in this relationship are interdependent and mutually benefit from the purchase agreement. If one party, especially the concert organizers, fails to adhere to the agreed terms, it constitutes a breach of contract.

According to Salim HS, breach of contract is a situation that arises when one party in an agreement, namely the debtor, fails to fulfill the obligations that have been mutually agreed upon with the creditor. This failure can take the form of an inability to perform the tasks stipulated in the contract, not fulfilling the obligations on time, or not fulfilling the obligations at all (HS, 2008). Breach of contract is outlined in Article 1243, which states that compensation is required if the debtor is declared negligent in fulfilling their obligations (Miru & Pati, 2008).

According to Mariam Darus Badruzaman, as quoted by R. Subekti, if a debtor fails to fulfill the obligations agreed upon in a contract due to negligence, it is considered as a breach of contract or default (Subekti, 2007). Subekti also opines that a breach of contract occurs when a debtor fails to fulfill something that has been promised due to negligence, non-compliance, or breaking the promise in relation to the agreement (Subekti, 2007). Based on these three definitions, a breach of contract is a situation where the debtor fails to fulfill their obligations as stipulated in the agreement. This inability or failure can be caused by various factors, but the most crucial aspect is the presence of negligence or fault on the part of the debtor.

One clear example of a breach of contract in a music concert is the unilateral cancellation of the Mafest Vol 3 event held on March 8, 2024. One clear example of a breach of contract in a music concert is the unilateral cancellation of the Mafest Vol 3 event held on March 8, 2024. Consumers have not yet received their right to a refund, which they requested back in March. Various efforts have been made by consumers to obtain their refunds, such as contacting the Mafest Instagram account, but there has been no goodwill or further explanation regarding the refund process from the organizers (Aminudin, 2024). Then there was a lively music concert held in 2022, which was unilaterally canceled due to excessive audience capacity, prompting the concert organizers to terminate the event. However, ticket-buying consumers have not received compensation for their concert tickets. Together, we can see that consumer protection is an issue that needs special attention. However, actions against violations of consumer rights often only occur after news spreads through social media. If this issue receives less media attention, it will be overlooked by the public, government, and relevant parties.

Consumers often become the target for businesses to maximize profits because the relationship between businesses and consumers is often unequal, with consumers being in a more vulnerable position. This imbalance results in violations of consumer rights by businesses being a common occurrence. Consumers, who usually have limited knowledge and resources compared to businesses, often find themselves in less advantageous situations. Businesses, with greater economic and informational power, can exploit this imbalance for their own benefit, thereby neglecting or even violating consumer rights. Therefore, the law must protect consumers because one of the purposes of the law is to provide assurance of safety and protection to society (Noviantari & Priyanto, 2021).

Protection for ticket-buying consumers is also regulated in Law No. 8 of 1999 concerning Consumer Protection (hereinafter referred to as "Consumer Protection Act"). The definition of a consumer is explained in Article 1 paragraph (2) of the Consumer Protection Act, which states that a

consumer is a person who uses goods or services available in society. Meanwhile, a business actor is defined in Article 1 paragraph (3) of the Consumer Protection Act as any individual or business entity conducting activities within the jurisdiction of the Republic of Indonesia. The existence of legal protection for consumers is a form of realization of legal certainty and legal protection. The main objective of consumer protection is to safeguard the interests and rights of consumers when there is negligence on the part of the business actor or when the business actor fails to fulfill its obligations. This is important because consumers are often in a weaker position compared to business actors in a transaction. This protection covers various aspects, such as the right to clear and accurate information, the right to receive safe and quality products or services, and the right to compensation in case of loss due to negligence or non-compliance by the business entity (Maliki & Fitriyah, 2023).

In the case of music concerts, unilateral cancellations by concert organizers often occur. This violates the rights of consumers as music concert enthusiasts, as regulated in the Consumer Protection Act. Article 4 of the Consumer Protection Act states that consumers have the right to receive goods in accordance with the existing guarantees. However, until now, many consumers have not obtained their rights or responsibilities regarding the unilateral cancellation of the music concert. Several factors contributing to concert cancellations are due to organizers who are unable to anticipate various problems, such as overcrowded concert venues leading to abrupt terminations. In this case, concert organizers should be fully responsible for the losses suffered by consumers (Randi, 2022). The issues to be examined include:

1. How is the legal protection provided to consumers regarding breach of contract in concert ticket cancellations?
2. What dispute resolution mechanisms can be pursued by concert ticket consumers in case of concert cancellations according to Law Number 8 of 1999 on Consumer Protection?

RESEARCH METHOD

This research employs a normative juridical approach, which is a form of legal research that focuses on the study and analysis of literature or secondary data (Marzuki, 2019). The research is conducted by examining various written sources such as legislation, official documents, legal literature, and previous research findings (Matheus, 2021). This research has a descriptive-analytical nature, with the main goal of presenting a structured, real, and up-to-date overview of various facts, conditions, situations, or problems that are the focus of analysis (Soekanto & Mamudji, 2006). "Through this research, the researcher aims to provide a deep and comprehensive understanding of the object under study by describing in detail every relevant aspect, thus offering clear and detailed insights into the phenomena being investigated. This study adopts a literature review method together data related to the research object, including primary, secondary, and tertiary legal materials. The collected data is then analyzed using a qualitative approach, focusing primarily on justification through the quality of the legal norms themselves. This analysis employs a qualitative normative analysis technique, involving systematic interpretation by linking various provisions in legislation. The result of this process is a systematically organized analysis.

RESULTS AND DISCUSSION

Cancellation of Concert Tickets by Promoters Can Be Classified as Breach of Contract

According to Subekti's viewpoint, an agreement is an event where one individual promises to fulfill what they have agreed upon with another individual (Subekti, 2005). In this context, an agreement is not merely oral or written promises, but also entails binding commitments from both parties. The process of forming an agreement involves clear and definite agreements regarding the rights and obligations of each party involved.

In the context of an agreement between businesses and consumers, each party has rights and obligations to fulfill. One of the main obligations of the business is to deliver the goods as agreed upon, while the consumer has the right to receive the goods in the promised condition. This principle is governed by Article 1234 of the Civil Code, which explains that an agreement entails the obligation to provide something or perform an action. This agreement has legal validity and binds both parties based on the agreement they have reached.

Music concert enthusiasts, as consumers, have the responsibility to pay for tickets according to the price set by the event promoter. This is in line with Article 5 section of the Consumer Protection Act, which states that consumers are obliged to pay according to the agreed value. On the other hand, businesses acting as promoters also have rights regulated in the same article, namely the right to receive payment based on the agreement that has been made. Both parties, consumers, and

promoters, are bound by these legal provisions to ensure fair transactions in accordance with the initial agreement.

The rights and obligations of concert promoters entail several aspects that need to be considered. Firstly, they have the right to receive payment based on the agreement in the sale of goods or services. Then, after they have performed their obligations according to the existing regulations, promoters have the right to receive payment for the goods sold. Secondly, promoters have an obligation to act in good faith in carrying out business activities aimed at reducing the risk of loss for consumers by fulfilling the agreement agreed upon by both parties. Thirdly, they also have the obligation to compensate consumers if the services offered in the agreement are not met. For example, if a concert is unilaterally canceled due to an error by the promoter, they must fully compensate the affected consumers. Lastly, promoters have the obligation to provide guarantees for the services they offer in accordance with applicable rules or standards.

The information provided to consumers must be accurate and detailed. In this regard, concert promoters have an obligation to provide such information, including the date, venue, list of artists, and ticket prices. The right that consumers should obtain is to receive complete information about the goods to be used. Additionally, consumers also have the right to receive compensation for any losses they incur due to errors by the concert promoter. Furthermore, they must pay for the agreed-upon goods and engage in legal proceedings to resolve disputes if necessary. If dissatisfaction arises with the goods used, they should attempt to resolve the matter with the promoter amicably. However, if an amicable resolution cannot be reached, they are entitled to pursue legal action in accordance with applicable regulations.

From the above discussion, we can see that the rights and obligations inherent in both businesses and consumers are closely related and regulated within the Consumer Protection Act, where both parties have mutual obligations, thus creating a legal relationship. This legal relationship initially arises from the buying and selling agreement between the business and the consumer. However, this relationship sometimes does not proceed as desired. This is because one party fails to fulfill the agreed-upon obligations, leading to a breach of contract, which occurs due to various factors such as fraud or other unforeseen circumstances (Qiram, 2021).

In an agreement or contract, a breach or default occurs when one party fails to fulfill its obligations or violates the promises agreed upon in the contract. When one party fails to perform its responsibilities, it is considered a violation of the terms of the agreement agreed upon by both parties. As a result of this violation, the aggrieved party has the right to demand compensation or damages as a consequence of the negligence or non-compliance of the party in question. This compensation is intended to address the losses suffered by the innocent party due to the breach of contractual obligations. The determination that a party has committed a breach occurs in the context of the agreement, which stipulates that the party has failed to fulfill its obligations. In the case of an agreement to deliver goods or perform an action, if no specific deadline is set but the debtor fails to fulfill its obligations within the specified time, then the party entitled to receive the performance must give prior notice. The debtor must be informed that the creditor desires the execution of the agreement. If the performance can be done immediately, such as in a sale transaction where the goods are already in the hands of the seller, then the performance can be immediately demanded. However, if the performance cannot be done immediately, the debtor must be given a reasonable time to fulfill its obligations.

Business operators who fail to fulfill their obligations can be grouped into three categories. Firstly, there are those who do not execute the agreed-upon contract at all. Secondly, there are entrepreneurs who only partially fulfill the agreement, resulting in a breach of the original contract. Thirdly, there are those who engage in actions that deviate from the agreed-upon terms. These breaches can lead to various consequences, such as compensation, contract cancellations, risk transfers, and the imposition of litigation costs on the relevant business operator.

In the case of concert cancellations, audience members suffer losses due to the breach of the agreement. Under civil law, damages can be claimed for breaches of contracts that are not in accordance with the law. When a contract is breached, one party incurs losses due to the failure of the other party to fulfill the agreed-upon obligations. This action holds the breaching party responsible for the losses incurred by the aggrieved party. In the case of concert cancellations, the promoter as the organizer is obliged to refund the money to the audience as compensation for the breach. This refund is a form of compensation for their failure to fulfill the promise to hold the concert according to the agreement that was made.

The implementation of regulations that affirm consumer protection becomes crucial in this context, especially considering that the audience acts as consumers purchasing concert tickets and the promoter functions as the business operator organizing the event. Article 5 letter h of the Consumer Protection Act stipulates that consumers have the right to receive compensation for any losses they incur if the goods or services they receive do not meet what was promised. Through the enforcement of these articles, it can be ensured that consumers' rights to receive services as promised and to be protected from detrimental business practices will be rigorously upheld.

Furthermore, Article 7 letter g of the Consumer Protection Act emphasizes the responsibility that must be borne by business operators, which also includes music promoters, in providing compensation or restitution if the goods or services they offer do not meet the agreed or promised standards. In the relationship between the parties organizing an event, such as a music concert, and those attending the event, there is an agreement governing the issuance of concert tickets to consumers by the promoter. Consumers then use these tickets as access to attend the concert, and the physical ticket serves as tangible evidence of their participation in the event. However, before the concert takes place, the event organizer breaches the agreement by canceling the concert without prior notice. This action not only disappoints but also causes losses to the fans who have purchased tickets with the hope of witnessing the anticipated performance (Iskandar, 2019). This illustrates the unprofessionalism of the event organizer, who should be responsible for the organization of the concert.

Business operators selling concert tickets have an obligation to be accountable for the goods and services they offer. If this promise is violated, it results in losses for the other party, granting the aggrieved party the right to claim compensation for damages. The responsibility of the producer, known as default, is a liability based on the contract (contractual liability).

In this contractual liability, there must be an agreement or contract between the promoter and the consumer. Therefore, in the event of damaged goods, consumers typically inspect the contract or agreement terms beforehand, whether orally or in writing. The promoter is obligated to sell and provide goods based on the offer that has been made, in line with the principle of contractual liability. If the promoter commits an act of default by providing goods that do not meet the agreed-upon specifications, the consumer can demand fulfillment of their rights from the promoter in the form of compensation or replacement of the goods as ordered (Purnamasari & Imaniyati, 2023).

Based on the explanations provided in those articles, the consumer's right to compensation or damages is acknowledged in accordance with the provisions stated in Article 19 paragraph 1 of the Consumer Protection Law. This article asserts that the business entity has an obligation to provide compensation if there is a loss to the consumer that prevents them from using or enjoying the purchased goods or services. Therefore, the audience has the right to legal protection if there is an error committed by the organizer as a business entity.

Consumer Protection for Concert Ticket Cancellations Caused by Concert Organizers

Consumer protection is a provision that regulates the interaction between individuals consuming goods or services and the parties producing or selling those goods or services (Sidabalok, 2014). According to Sidharta, consumer protection is not just a set of rules but also a principle governing all possible issues that may arise in the relationship between sellers and buyers regarding the goods or services consumed. This principle reflects the importance of providing fair and just protection to consumers, so they do not become victims of practices that are detrimental or abusive in the market (Sidharta, 2004). It is manifested through the existence of the Consumer Protection Act to ensure that consumers have adequate protection and the necessary legal guarantees in various transactions.

The Consumer Protection Act is implemented as an effort to ensure that consumer rights are recognized and respected, so they can engage in transactions with confidence and without fear of abuse or injustice (Sidabalok, 2014). Consumer protection encompasses all regulations and laws governing the rights and obligations of consumers and producers in their efforts to meet needs. Additionally, this protection regulates measures to ensure legal guarantees for consumer interests. This applies to all buying and selling transactions, whether direct or indirect. Even in transactions conducted without face-to-face interaction, consumers still have the right to receive goods consistent with the information previously provided by the seller or as promised.

In the implementation of the Consumer Protection Act, there are several principles outlined in Article 2 of the Consumer Protection Act:

1. Principle of Benefit

The principle of benefit in consumer protection is expected to provide significant advantages for all layers of society, especially for individuals acting as consumers. This protection not only serves as a guarantee for consumer satisfaction but also plays a role in maintaining the overall welfare of society.

2. Principle of Justice
Regulations in the Consumer Protection Act are expected to provide justice in the treatment of consumers and businesses.
3. Principle of Balance
The Principle of Balance is a concept maintained through the establishment of rights and obligations for all parties involved in the Consumer Protection Act. This principle emphasizes the importance of creating a situation where both consumers and providers of products or services feel accommodated fairly and equally. By enforcing provisions that affirm consumer rights, the Consumer Protection Act creates a balanced foundation for the relationship between consumers and businesses. When consumer rights are recognized and protected clearly, a healthy and fair business environment is created.
4. Principle of Safety and Security
The right to experience well-being and feel safe in every transaction is a fundamental right for all individuals in society. The Consumer Protection Act acknowledges and prioritizes the importance of ensuring safety and security aspects for consumers. Businesses must ensure that every product or service offered to consumers has passed strict safety standards and that consumers have sufficient information to make smart and safe decisions in every transaction.
5. Principle of Legal Certainty
The principle of legal certainty in protecting consumer rights is realized through the implementation of the Consumer Protection Act as a basis for regulating the relationship between businesses and consumers. The Consumer Protection Act aims to provide a clear and certain foundation for every economic transaction involving consumers, whether in the purchase of goods or services. By regulating various aspects including the rights and obligations of each party, the Consumer Protection Act creates a fair and balanced legal framework to encourage mutually beneficial transactions between businesses and consumers.

Every individual under the jurisdiction of the law has rights that are recognized and responsibilities that must be adhered to. As individuals bound by legal regulations and members of a society living in a rule of law-based state, every consumer is entitled to full protection of their rights from the potential of violations or arbitrary behavior in economic transactions with businesses. Consumer protection covers various broad aspects, ranging from the stage of obtaining goods and services to their usage impacts. This protection aims to ensure that consumers are safeguarded in various situations. There are two main aspects of consumer protection:

1. Protection against the possibility of goods or services received by consumers not being in accordance with the agreement.
2. Protection against the implementation of unfair terms for consumers.

With this broad scope, consumer protection seeks to safeguard the rights and interests of consumers from the initial stage to the final stage of transactions. According to Mochtar Kusumaatmadja, consumer protection law encompasses all principles and legal rules that regulate the relationships and issues among various parties involved in transactions of goods and services in society. This law aims to regulate the interaction between consumers and businesses, ensure that consumer rights are protected, and address any issues that may arise from the use of goods and services." (Fajar et al., 2019).

In music concerts, based on the provisions stated in Article 4 of the Consumer Protection Act, the audience has the right to enjoy the music concert according to the value of the ticket they have paid for and also with the guarantees promised by the concert organizer. These rights include the right to receive adequate concert quality and satisfactory service. Not only that, the audience also has the right to protection for their safety and security during the event. By fulfilling these rights, consumers will be protected from potential losses that may occur.

The Consumer Protection Act, besides regulating consumer rights, also stipulates obligations that must be adhered to by businesses, as stated in Article 7. This article asserts that businesses are required to conduct their activities with honest and responsible intentions, and provide accurate, clear, and honest information about the conditions and guarantees of the goods and/or services they offer. Additionally, businesses are expected to provide complete explanations regarding the use, repair, and maintenance of the goods or services. Furthermore, in dealing with consumers, businesses are required to act appropriately, honestly, and fairly, without discrimination.

Business operators are also obligated to provide guarantees regarding the quality of the goods and/or services they produce and/or trade in accordance with applicable quality standards. The importance of this aspect is reinforced by providing a benefit to consumers by allowing them to test certain goods and/or services and offering a warranty for the manufactured goods. Additionally, if there is any loss caused by the use of traded goods and/or services, business operators are required to provide some form of compensation, reimbursement, or replacement as appropriate. The final point in Article 7 emphasizes that business operators must also provide compensation, reimbursement, or replacement if the goods and/or services received by the consumer do not conform to what was agreed upon beforehand.

In the context of organizing music concerts, promoters or business operators have several responsibilities that must be fulfilled properly, including:

1. Committing to be a responsible promoter in organizing music concerts, including ticket sales and concert execution according to the information provided to the public.
2. Providing fair, honest, and non-discriminatory services to the audience, ensuring that everyone has an equal opportunity to enjoy the concert.
3. Ensuring that the music concert is conducted in accordance with applicable standards and obtaining official permits from the relevant authorities.
4. Ensuring the safety and security of the audience during the concert by checking the capacity of the venue and the number of attendees. Providing compensation or refunds to ticket holders in case of concert cancellation or incidents causing loss to them. This aims to ensure that the interests of the audience are protected and they are not unfairly disadvantaged.

According to Philipus M. Hadjon, as cited by I Gusti Ngurah Agung Purba Wisesa and Ida Bagus Putu Sutama, there are two types of legal protection. First, preventive legal protection, which aims to prevent legal violations from occurring. Second, repressive legal protection, which aims to impose sanctions on violations that have occurred. This opinion illustrates that in the legal system, there are efforts made both before and after a violation to ensure compliance with the law. Preventive protection involves measures such as stringent regulations and proactive law enforcement to avoid violations. Meanwhile, repressive protection includes the judicial process and imposition of sanctions on violators as an effort to uphold justice and ensure compliance with the law (Wisesa & Sutama, 2018).

Legal protection is a form of safeguarding received by legal subjects, whether individuals or legal entities, and it has a preventive nature both in written and oral forms. Legal protection itself is a form of respect for every person who feels that their rights have been infringed upon. This infringement refers to the violation of rights possessed by each legal subject, resulting in the loss of those rights, which is contrary to the goals of good and peaceful law. Legal protection aims to prevent arbitrary actions by irresponsible legal subjects against society. It is based on balancing the rights and obligations carried by each legal subject in their interactions with other legal subjects (Rahardjo, 1993).

Preventive legal protection in the implementation of music concerts is carried out to prevent the cancellation of such concerts by ensuring that the promoter or organizer can adhere to existing operational standards and obtain permits from the authorities in the concert venue. Meanwhile, repressive legal protection relates to the cancellation of music concerts that result in losses for consumers, as stipulated in Article 4 letter h of the Consumer Protection Act, which explains that consumers have the right to compensation if the goods or services obtained do not comply with the existing agreement. Moreover, the promoter's failure to fulfill their obligations completely will have legal implications for consumers, especially regarding the lack of rights to accurate, transparent, and honest information about the conditions and guarantees of goods and services according to Article 4 letter c of the Consumer Protection Act.

Therefore, businesses should provide information that accurately reflects the actual conditions of the products they sell. Discrepancies in the information provided by businesses about the products offered can potentially cause harm to consumers. The right to this information includes accurate, clear, and honest information. Accurate information refers to statements that align with facts, thus being verifiable. Clear information should be complete, easy to understand, and not withhold important details. Meanwhile, honest information should not contain elements of falsehood or deception that could harm others. The importance of accurate, honest, and clear information in concert organization is closely related to consumers' right to accurate information and businesses' obligation to provide appropriate information. This aims to protect consumer interests against the products or services provided and prevent illegal actions that could harm them (Wiranti, 2020).

Ticket-buying consumers have the right to receive compensation if they have made payment to the promoter with the intention of attending the concert. However, ticket buyers cannot exercise this right due to negligence on the part of the concert organizer. One concert serves as a real example of unilateral concert ticket cancellations due to overcrowded audience capacity, namely the music concert 'Berdendang Bergoyang, The link Nct 127' held in 2022. To address legal violations that harm consumers due to the actions of businesses, legal protection for consumers is needed. This is done by holding accountable the business entities that have caused losses that consumers should not bear. Because consumers are often in a weak position, they require protection through the Consumer Protection Act. The purpose of this protection is to provide legal certainty and ensure the safety and comfort of consumers in transactions. Although the Consumer Protection Act already regulates consumer rights, in practice, there are still businesses that violate these provisions, thereby harming consumers.

The legal protection that has a punitive nature includes several aspects, such as imposing sanctions on parties who fail to fulfill their obligations to consumers. These sanctions include administrative penalties or the filing of criminal sanctions if the music concert organizer or promoter does not intend to fulfill their responsibilities towards fulfilling consumer rights. Administrative sanctions are explained in Article 60 of the Consumer Protection Act, which authorizes the Consumer Dispute Settlement Agency to impose a maximum compensation of Rp200.000.000 if there is a violation of certain articles.

On the other hand, Article 62 of the Consumer Protection Act regulates criminal sanctions, where business actors who violate specific provisions may be subject to a maximum prison sentence of 5 years or a fine of up to Rp2.000.000.000. Although the Indonesian government has established preventive and punitive consumer protection efforts through the Consumer Protection Act, in practice, music concert cancellations still occur due to the negligence of promoters, resulting in consumers being unable to enjoy the concert as promised. As stated in Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, consumers who feel aggrieved by the seller can sue the business actor through the institution responsible for settling disputes between consumers and business actors, or through general courts.

Furthermore, paragraph (2) explains that consumer dispute resolution can be carried out through litigation or outside of litigation, based on the voluntary choice of the parties involved in the dispute. In dispute resolution, there are two paths that can be taken by the disputing parties, namely litigation and non-litigation paths. The litigation path refers to the handling and resolution of cases through the judicial process, both in civil and criminal cases. Conversely, dispute resolution through the non-litigation path is a method of legal resolution outside the judicial process, also known as alternative dispute resolution. Out-of-court settlement is recognized in Indonesian legislation. The non-litigation path aims to reach a mutual agreement on the chosen form of settlement, the amount of compensation to be provided, or other responsibilities such as specific actions to ensure the recovery of losses experienced by consumers.

In non-litigation dispute resolution, there are several forms of resolution, including:

1. Consultation: Consultation is a private meeting involving the client and the consultant. In this process, the client can seek the consultant's opinion on the legal issues they are facing. The consultant then provides advice aimed at meeting the client's needs. The final decision regarding dispute resolution rests entirely with the parties involved
2. Negotiation: Negotiation is an attempt to reach an agreement through discussion and bargaining by the disputing parties.
3. Mediation: Mediation is a process that occurs after negotiation involving the conflicting parties and facilitated by a mediator.
4. Assessment: Assessment by experts aims to seek objective opinions from experts relevant to their field of expertise. The disputing parties may seek technical views from experts to help resolve the issues they are facing.

Non-litigation dispute resolution encompasses all legal actions that encourage individuals to choose peaceful resolution to their legal issues. The involved parties are aware that the non-litigation approach is the most effective, efficient, and safe method for resolving disputes. This approach promotes conflict resolution through a process of reconciliation. Non-litigation dispute resolution emphasizes the importance of dialogue, cooperation, and understanding among all parties involved to seek fair and beneficial solutions for everyone (Nur, 2011).

CONCLUSION

Based on the analysis conducted in this study, it can be concluded that:

1. Cancellation of music concerts has a detrimental impact on consumers. Article 4 of the Consumer Protection Law states that audiences have the right to enjoy music concerts in accordance with existing agreements. If a concert is canceled, the audience has the right to receive compensation from the promoter in accordance with the amount that has been spent as a form of responsibility for default and a form of legal protection that consumers receive.
2. As stated in Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, consumers who feel aggrieved by the seller can sue the business actor through the institution responsible for settling disputes between consumers and business actors, or through general courts. Compensation for one party that commits breach of contract is already regulated in Article 60 of the Consumer Protection Act, where businesses that violate certain articles by failing to fulfill their responsibilities towards consumer rights will be subject to administrative sanctions. The legal protection that has a punitive nature includes several aspects, such as imposing sanctions on parties who fail to fulfill their obligations to consumers. These sanctions include administrative penalties or the filing of criminal sanctions if the music concert organizer or promoter does not intend to fulfill their responsibilities towards fulfilling consumer rights.

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