

CONSUMER LEGAL PROTECTION ON FOOD PRODUCTS THAT DO NOT INCLUDE EXPIRED LABELS RELATED TO LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION

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Abstract

The basic right of consumers related to food that does not include the expired label is the right to obtain safety. The right to security and safety is intended 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, especially food products. The research that will be discussed is related to how the implementation of consumer protection against the circulation of food products that do not include an expiration date label is carried out by the YLBKI Non-Governmental Consumer Protection Agency. This research is a normative juridical law research, which is a study of norms or laws between statutory regulations and other related regulations. The results of the study show that there are many violations of consumer rights, especially violations of the right to obtain clear and honest information about the state of a product, this occurs because of consumer habits that are less careful in determining the goods used or consumed, and business actors who do not care about production standards in accordance with applicable laws so that the violation occurs. However, to fight for the rights that have been violated, you can report to one of the authorized institutions, namely the YLBKI community self-help consumer protection agency.

Keywords: protection, consumer, expiry label

INTRODUCTION

Along with the times, people began to think pragmatically, which made people become more consumptive. People prefer to buy daily necessities and packaged food in supermarkets or large supermarkets or roadside stalls, with the hope that the quality of the products sold can be guaranteed. Therefore, whether they shop at supermarkets, traditional markets or warungs, they prefer to buy finished products rather than make them themselves. Business actors seem to take advantage of the lack of consumer awareness to sell goods that sometimes expire.

This tendency is increasingly detrimental to society itself, especially consumers. Other parties outside the community who are not victims will not know what really happened to the community itself. Entrepreneurs or the government do not know the problems caused by their actions if there are no consumer complaints. At the same time, entrepreneurs will not be compelled to take preventive steps to protect consumers because they think there is nothing wrong with the product.¹

The concept of consumer protection has been introduced several decades ago in various countries and until now dozens of countries have laws or special regulations that provide protection to consumers, including providing judicial facilities. In line with that, various countries have also established consumer rights which are used as the basis for regulating consumer protection.² Article 4 of Law Number 8 of 1999 concerning Consumer Protection has explicitly regulated the rights of consumers, namely in letters a and c:

- a. The right to comfort, security, and safety in consuming goods and/or services;
- c. The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;

The basic right of consumers to food products that do not contain expired labels is the right to safety. The right to safety and security aims to ensure the safety and security of consumers when using the goods or services obtained, thus enabling consumers to avoid losses (physical and psychological) when consuming products, especially food.³ The attitude of Indonesian consumers towards products such as food is actually very sensitive, because when food is consumed or circulated in the community, it shows that it does not meet the standards as an inappropriate product. This is because consumers often do not have complete information about the products they buy.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) mandates that business actors are prohibited from producing and/or trading goods and/or services that do not include an expiration date or period of best use/utilization of certain goods. The inclusion of this expiration date must be done by commercial actors so that consumers have a clear understanding of the products they consume, but the date usually listed on the product label is not only the expiration date, but also other dates.

Regarding shelf life labeling on product labels such as food, care needs to be taken so as not to cause misunderstandings, because shelf life is not absolute, the product can be used or consumed, because shelf life is only an estimate. made by the manufacturer based on the results of research or observation, so it has passed. A product with an expiration date can still be eaten as long as the product is completely safe for consumption. On the other hand, the product can also be damaged or dangerous to eat before the expiration date stated on the product label. This is done so that there is no indication that it will harm consumers.

In the food law concerning consumer protection against expired products as stated in Article 30 of Law Number 7 of 1996 concerning Food paragraphs (1) and (2), it stipulates that:

- (1) Every person who produces or imports food into the territory of Indonesia that is packaged for trade is obliged to put a label on, inside, and/or packaged the food.
- (2) The label, as referred to in paragraph (1), contains at least information regarding:
 - a. Product name;
 - b. List of materials used;
 - c. Net weight or net contents;
 - d. Name and address of the party producing or importing food into the territory of Indonesia;
 - e. Information about halal;
 - f. Expiry date, month and year;

The government also mandates or prohibits the inclusion of other information on product labels.

¹ NHT Siahaan, *Consumer Law: Consumer Protection and Product Responsibility*, Panta Rei, Jakarta, 2005, p. 14.

² Shidarta, *Indonesian Consumer Protection Law*, PT Grasindo, Jakarta, 2000, p. 16.

³ Ahmadi Miru and Sutarman Yodo, *Consumer Protection Law*, Rajawali Pers, Jakarta, 2010, p. 41.

Labels must not be provided with information that can mislead buyers, including content and amount of content. Signs or labels that are not correct due to intentional or (artificial) forgery are classified as misleading. Labels must be clear and conspicuous, information must be in Indonesian national format, and content on packaged foods must be clear and easy to understand. In other words, food should not be sold under a name that does not match the contents of the food. If the label or label requirements are not met, the label or label used to contain information must be marked and subject to certain administrative and/or criminal sanctions. With the standardization carried out by the government, consumers can understand product quality, especially food quality. Consumers have broader insight so that they can make product choices based on reliable information. Food and Drug Supervisory Agency to protect consumers' rights to safety, security and health in consuming goods and/or services (in this case food).⁴

If it is found on the spot that the food does not meet the standards set by the government to the detriment of the consumer, the consumer can claim compensation from the producer. With the enactment of Law Number 8 of 1999, producers and consumers/business actors as well as consumers have the best rights and obligations. And there is also a Non-Governmental Consumer Protection Agency whose functions and duties are stipulated in Article 44 paragraph (3) of Law No. 8 of 1999 concerning Consumer Protection, as follows:

- a. Disseminate information in order to increase awareness of the rights and obligations and caution of consumers in consuming goods and/or services;
- b. Provide advice to consumers who need it;
- c. Cooperating with relevant agencies in an effort to realize consumer protection;
- d. Assist consumers in fighting for their rights, including receiving consumer complaints or complaints;
- e. Carry out joint supervision with the government and the community on the implementation of consumer protection.

According to the results of a study by the YLBKI Non-Governmental Consumer Protection Institute, there are 4 (four) main problems related to consumer safety for the food they consume, namely:

1. Food poisoning that occurs because food is spoiled and contaminated or mixed with hazardous materials;
2. Use of prohibited substances which include: Preservatives, Colorants, Sweeteners and other additives;
3. Label provisions for food and beverage industry products that are not in accordance with the provisions on food labels and advertisements (PP 69 of 1999) along with the Minister of Health;
4. Expired food and beverage industry products.

According to Sri Redjeki Hartono,⁵The state is obliged to arrange so that conflicting interests must unite in an ideal harmony and harmony. For this reason, the state has the authority to monitor and intervene in anticipating possible violations by providing various regulatory instruments to regulate and threaten in the form of sanctions in the event of a violation by any economic actor.

RESEARCH METHOD

This research is a normative juridical law research, which is a study of norms or laws between statutory regulations and other related regulations. Using a statutory approach, which is an approach that is related to reviewing all laws and regulations that are related to the legal issues being handled. In this paper in the form of laws and regulations relating to consumer protection and labeling in food products.

The author analyzed the data using a qualitative juridical method, that is, the data were analyzed comprehensively and did not use formulas or numbers. Through this method will be described in depth about consumer protection related to food that is not listed with an expired label.

RESULTS AND DISCUSSION

Label is all information about a product, whether in the form of images, text, a combination of both, or other forms, including product information and descriptions of business actors and other

⁴ Sudaryatmo, *Consumer Law and Advocacy*, PT Citra Aditya Bakti, Bandung, 1999, p. 16-17.

⁵ Sri Redjeki Hartono, *Indonesian Economic Law*, Bayu Media, Malang, 2007, p. 132.

information, in accordance with applicable laws and regulations. Attaches to, is inserted into, affixed to, or forms part of the product packaging.⁶

One thing that must be listed on the label is a description of the date, month, and year of expiry of a product. The importance of using expiration date labels, especially in food products, is because food is everything that is intended for human consumption, so it is directly related to the health or safety of the human soul. In law number 8 of 1999 concerning consumer protection in article 7 letter b concerning the obligations of business actors, namely to provide correct, clear and honest information regarding the conditions and guarantees of goods and/or services and provide explanations for use, repair and maintenance. An explanation of providing this information on a product is found on the label.

A more complete arrangement relating to information that must be carried out by business actors to consumers is regulated in Article 97 paragraph (3) of Law Number 18 of 2012 concerning Food which states that the affixation of labels in and/or on Food Packaging is written or printed using the language Indonesia and contains at least information regarding: the name of the product; list of materials used; net weight or net contents; m. name and address of the party producing or importing; halal for those who are required; production date and code; expiration date, month and year; distribution permit number for Processed Food; and the origin of certain Food ingredients.⁷

According to the decision of the Director General of Drug and Food Control Number: 02240/B/SK/VII/91 concerning Guidelines for Quality Requirements and Food Labels and Advertising, it is explained:

1. Food name / product name
2. Composition or list of ingredients
3. Net content
4. Name and address of the manufacturer/importer
5. Registration number
6. Production code expiration date
7. Instructions or how to save
8. Instructions or how to use
9. nutritional value and,
10. Special writing or statement

Based on applicable regulations, consumers have the right to know information on product labels, while business actors are required to provide complete information about their products. If the food label does not contain complete information, and the consumer does not receive product information and harms the consumer, the operator must be responsible for the loss suffered by the consumer.

Talking about responsibility, it cannot be separated from the principles of a responsibility, because the principle of responsibility is a very important matter in consumer protection. In general, the principles of responsibility in law can be distinguished, namely the principle of responsibility based on the element of error, the principle of presumption to always be responsible, the principle of presumption not to always be responsible, the principle of absolute responsibility, and the principle of responsibility with limitations:⁸

1. The principle of responsibility based on the element of error
The principle of responsibility based on the element of guilt is a fairly common principle applicable in criminal and civil law. This principle states that a person can only be held legally responsible if there is an element of wrongdoing. Article 1365 BW which is commonly known as the article on unlawful acts, requires the fulfillment of four main elements, namely:
 - a. There is a violation of the law;
 - b. There is an element of error;
 - c. There is a loss suffered;
 - d. There is a causal relationship between errors and losses.
2. The principle of presumption to always be responsible
This principle states that until the defendant can prove his innocence, he is always considered responsible. Therefore, the burden of proof is on the defendant (reversal of the burden of proof). The basis of the inversion of the burden of proof theory is that a person is presumed guilty until he can prove otherwise. This violates the legal principle of the presumption of innocence. However, this principle will appear quite relevant if applied in a consumer context. If this theory is used, then

⁶ Regulation of the Minister of Trade Number: 62/M-DAG/PER/12/2009 concerning the obligation to attach labels to goods.

⁷ Law No. 18 of 2012 concerning Food.

⁸ Wiwit Setyoyati, Legal Consumer Protection for Consumers Against Unlabeled Home Industry Food Products in Surabaya, Surabaya State University, 2007, journal, p.8

the accused business actor has an obligation to prove his guilt. The defendant must show proof that he is innocent. According to this principle, if a consumer suffers a loss due to a product that is consumed without information in the form of a food label,

3. The principle of presumption not to always be responsible
This principle is the opposite of the second principle. If the accused has been held irresponsible until proven guilty, he is guilty. Business actors cannot be said to be guilty of consumer losses due to the absence of food labeling until it can be proven whether the consumer losses are due to the business actor's fault.
4. The principle of absolute responsibility
The principle of absolute responsibility is often equated with the principle of absolute responsibility. The principle of absolute responsibility in the consumer protection law is generally used to ensnare business actors, especially commodity business actors who sell products that harm consumers. The principle of responsibility is known as product liability. Product liability is defined as the manufacturer's legal obligation to the seller to indemnify the buyer, user or other party suffered by the buyer, user or other party due to defects and damage caused by an error in obtaining the goods. According to this principle, business actors must be responsible for losses suffered by consumers due to the use of the products they sell.
5. The principle of responsibility with limitations
The principle of limited liability is highly favored by business actors to include it as a disclaimer in their standard agreement. This principle of responsibility is very detrimental to consumers if it is decided unilaterally by commercial actors. Limited liability is a limited liability in a standard contract made by a business person. In standard contracts, it is usually stated what the rights and obligations of business actors and consumers are. The development of a standard contract unilaterally can benefit business actors because it can include a clause on the transfer of responsibility in the agreement. Legislation related to consumer protection aims to provide legal protection to consumer groups. Therefore, the responsibility of business actors for insufficient information on labels is absolutely necessary.

The legal basis for granting Permits to Home Industries is Regulation of the Head of the Food and Drug Supervisory Agency of the Republic of Indonesia No. HK.03.1.23.04.12.2206 of 2012 concerning Good Food Production Methods for Home Industries and Regulation of the Head of the Food and Drug Supervisory Agency of the Republic of Indonesia NUMBER HK.03.1.23.04.12.2205 of 2012 concerning Guidelines for Providing Food Production Certificates for Home Industries. With the production permit that has been owned, the Home Industry business actor will get benefits that can support the development of his business because he can calmly distribute and process the production of food products that are widely produced officially.⁹

Registration of a P-IRT product is a guarantee of food quality and safety against the feasibility of a food product so that it can be consumed by consumers. Registration for P-IRT products is issued by the Health Service, so that these food products can legally circulate in the market. According to the Health Service, if a consumer feels aggrieved by consuming unlabeled household industrial food, then the form of responsibility carried out by the perpetrator is to withdraw the product circulating in the community.

One of the initial steps that can be taken to protect consumer rights is to report in advance to the Non-Governmental Consumer Protection Agency as a non-governmental institution but is recognized by the government and has the opportunity to play an active role in realizing consumer protection that is authorized or has the task of assisting consumers in fighting for their rights. , including receiving consumer complaints or complaints, and also conducting joint supervision with the government and the public on the implementation of consumer protection.

In accordance with the current state of the increasingly high population growth rate in Indonesia, there are also many business actors who use it as a business opportunity. However, not a few business actors do not know about the rules for doing business in accordance with the laws governing related to it, and do not know that in Indonesia there is also a consumer protection law where in the law there are provisions regarding the obligations and rights of consumers and obligations and rights of business actors.

There is no knowledge about the rules that apply to many business actors who often violate, if we examine the current situation, there will certainly be many situations where business actors violate consumer rights which in the consumer protection law have been determined. .

⁹ *Ibid.*

If there are things that can harm or violate consumer rights to food products that are not in accordance with procedures, consumers can immediately make a report to the Non-Governmental Protection Agency and the Non-Governmental Consumer Protection Agency will review it first, then follow up if the report is made. can actually harm consumers or threaten the security or safety of consumers and the actions of these business actors violate applicable laws.

The first step taken by the Non-Governmental Consumer Protection Agency against reports of complaints made by consumers is by first examining the truth of the information on the complaint report, first checking the identity of the complainant, then checking the product being reported whether it is true that the product is not in accordance with the requirements. only applicable law. After researching the identity, if everything is correct and there really is a violation committed by the business actor, a summons by the Non-Governmental Consumer Protection Agency will be given to the business actor to face and be met with consumers for mediation. If the midpoint has been found, the case is considered to have been completed.

Consumers are not satisfied with this as long as there is no agreement, then according to the Consumer Protection Act, consumers can fight for rights that have been violated by business actors by filing a lawsuit. And consumer dispute resolution has its peculiarities. Because from the start, the disputing parties, especially from the consumer side, it is possible to resolve the dispute following several judicial environments, for example the general court and consumers can choose a way of settling out of court. This is confirmed by Article 45 paragraph (2) of the Consumer Protection Act regarding Dispute Resolution, which says, Settlement of consumer disputes can be pursued through court or out of court based on the voluntary choice of the disputing parties.

Thus, based on the provisions of Article 45 paragraph (2) of the Consumer Protection Act related to the explanation, it can be concluded that the settlement of consumer disputes can be carried out in the following ways:

- a. Peaceful settlement by the disputing parties (business actors and consumers) without involving a court or a neutral third party. Settlement of consumer disputes through peaceful means without referring to the provisions of Article 1851 to Article 1864 of the Book through the Civil Code. These articles regulate the meaning, terms and force of law and bind peace (*dading*);
- b. Settlement through court. Settlement of consumer disputes through the courts refers to the applicable general court provisions;
- c. Settlement out of court through the Consumer Dispute Settlement Agency (BPSK). Provisions for Proceedings in Civil Courts Lawsuits for violations of business actors against consumer rights using civil procedural law instruments are carried out by one or more consumers or their heirs, no matter how weak the legal instruments are in terms of legal protection for consumers.

CONCLUSION

The number of violations of consumer rights, especially violations of the right to obtain clear and honest information about the state of a product, this occurs because of the habits of consumers who are less careful in determining the goods used or consumed, and business actors who do not care about standards. production in accordance with applicable laws so that the violation occurs. However, to fight for the rights that have been violated, you can report to one of the authorized institutions, namely the YLBKI community self-help consumer protection agency.

REFERENCES

- Ahmadi Miru and Sutarman Yodo, Consumer Protection Law, Rajawali Press, Jakarta, 2010
 Ministry of Education and Culture, Big Indonesian Dictionary, 2nd print Balai Pustaka, Jakarta, 1989.
 Marzuki, Legal Research, Prenada Media Group, Jakarta, 2010
 NHT Siahaan, Consumer Law: Consumer Protection and Product Responsibility, Panta Rei, Jakarta, 2005
 Regulation of the Minister of Trade Number: 62/M-DAG/PER/12/2009 concerning the obligation to attach labels to goods.
 Shidarta, Indonesian Consumer Protection Law, PT Grasindo, Jakarta, 2000
 Soerjono Soekanto, Normative Legal Research A Brief Overview, CV Rajawali, Jakarta, 1985
 Sri Redjeki Hartono, Indonesian Economic Law, Bayu Media, Malang, 2007
 Sudaryatmo, Consumer Law and Advocacy, PT Citra Aditya Bakti, Bandung, 1999
 Law No. 18 of 2012 concerning Food.
 Wiwit Setyoyati, Legal Consumer Protection for Consumers Against Unlabeled Home Industry Food Products in Surabaya, Journal, State University of Surabaya, 2007.