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## Consumer legal protection in the implementation of pricing in food stalls in the city of Samarinda

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### ABSTRACT

To guarantee the implementation of consumer protection, the government has included consumer protection in a legal product, namely the Consumer Protection Law, because only the law has the power to force business actors to comply and also has strict sanctions. Business actors who offer goods and/or services intended for trading are prohibited from offering, promoting, advertising, or making false or misleading statements regarding the price or rates of goods and/or services. This research aims to find out and analyze price listings at food stalls in Samarinda City; and the legal consequences and responsibilities of food stall business owners who do not include prices. Research is normative juridical research, which is a scientific activity related to analysis and construction carried out methodologically, systematically, and consistently which is focused on studying the application of rules or norms in positive law. The research results show that: (1) the provisions for price inclusion as regulated in the Republic of Indonesia Minister of Trade Decree No. 35/M-DAG/PER/7/2013, 2013 concerning Listing of Prices for Traded Goods and Services Tariffs. Every business actor who trades goods at retail and/or services to consumers must state the price of goods or service rates clearly, easily read, and easily seen; and (2) The dimensions of legal protection for consumers can cover various aspects and can be carried out using various instruments, namely civil law instruments, criminal law instruments and also administrative law instruments. Therefore, violations by business actors of food label provisions can be subject to civil, criminal, and administrative liability or sanctions.

### KEYWORDS:

Consumer Protection, Price Listing



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## 1. INTRODUCTION

Food is a basic human need for survival, and with increasingly advanced developments, people's living patterns are changing [1]. The change in question is that people currently spend a lot of time at work so they don't have much time to cook food at home. This makes many people prefer to buy food rather than cook it themselves because it is more time-efficient.

In the city of Samarinda, businesses and food stall businesses are growing and developing rapidly, almost every street corner has a food stall with its unique menu. In practice, owners are asked to pay taxes by Samarinda City Regional Regulations and Mayor's Decree Number 19 of 2015 concerning Guidelines for the Arrangement and Development of People's Markets, Shopping Centers, and Supermarkets that regulate business placement, and there are Regional Regulations regarding restaurant taxes or regarding the obligation to include halal label.

Every business actor who trades goods at retail and/or services to consumers is required to state the price of goods and service rates clearly, easily read, and easily seen. The obligation to include prices for goods or services being sold is written in Article 3 Paragraph 1 of the Regulation of the Minister of Trade which regulates that the price of goods as intended in Article 2 must be placed/attached to the goods or packaging, included, and/or placed close to the goods and equipped with a certain number of units or amounts.

Price information is very important for consumers because consumers can decide to buy or not buy the item. To create a healthy eating place business that does not harm consumers, there must be legal protection for visitors to eating places by providing price information on the food list so as not to harm consumers.

Cases of business actors not including price information often occur, for example in culinary tourism spots. Problems regarding the non-inclusion of business actors may set high prices for tourists who come where business actors will seek maximum profits. So, consumer protection for price information for consumers is very important because there are already regulations governing it.

In Article 2 of Law Number 8 of 1999 concerning Consumer Protection, consumer protection is carried out as a joint effort based on 5 (five) principles that are relevant in national development, namely: (a) the benefit principle is intended to mandate that all efforts in implementing consumer protection must provide maximum benefits for the interests of consumers and business actors as a whole; (b) the principle of justice is intended so that the participation of all people can be realized optimally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly; (c) the principle of balance is intended to provide a balance between the interests of consumers, business actors and the government in a material or spiritual sense; (d) the principle of consumer security and safety is intended to provide security and safety guarantees to consumers in the use, use and utilization of goods and/or services consumed or used; and (e) the principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.

Furthermore, Article 4 of Law Number 8 of 1999 states that consumer rights are: (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 conditions and guarantees promised; (c) the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services; (d) the right to have opinions and complaints heard regarding the goods and/or services used; (e) the right to obtain appropriate 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 in a discriminatory manner; (h) the right to receive compensation, compensation and/or replacement, if the goods and/or services received

are not in accordance with the agreement or are not as they should be; and (i) rights regulated in other statutory provisions.

This research aims to find out and analyze price listings at food stalls in Samarinda City; and the legal consequences and responsibilities of food stall business owners who do not include prices.

## **2. THEORETICAL FRAMEWORK**

### **2.1 Understanding Consumers**

The definition of consumer in Article 1 Point 2 of the Consumer Protection Law is every person who uses goods or services available in society, whether for the benefit of themselves, their family, other people, or other living creatures, and not for trading. The definition of consumer in Article 1 number (2) of the Consumer Protection Law contains the following elements [2], namely : (a) Consumers are everyone. This means individuals and also business entities (legal entities or non-legal entities); (b) Consumers as users Article 1 point (2) of the Consumer Protection Law emphasizes that the Consumer Protection Law uses the word "user" to mean consumers as end users. This is because the definition of user is broader, namely all people who consume goods and/or services, whether in a contractual relationship or not; (c) Goods and/or services. Goods are all kinds of objects (based on their nature) to be traded and used by consumers. Meanwhile, services are services in the form of work or achievements that are available for use by consumers; and (d) These goods and/or services are available in society, namely: (1) The goods or services are available in society by article 9 paragraph 1 letter e of the Consumer Protection Law, however, these conditions can be deviated from, for example in the case of future trading; (2) The goods and/or services are used for the benefit of oneself, family, other people or other living creatures; (3) This element confirms that the goods and/or services are used for one's benefit. This is an application of (personal) interest theory to the use of goods and/or services, and (4) The goods and/or services are not for trading. The definition of consumer in the Consumer Protection Law is only the final consumer.

### **2.2 Definition of Consumer Protection**

M.J Leder stated: In a sense, there is no such creature as consumer law. However, in general, consumer law and consumer protection law are as stated by Lowe, namely: ... rules of law which recognize the bargaining weakness of the individual consumer and which ensure that weakness is not unfairly exploited. Because the consumer's position is weak, he must be protected by law. One of the characteristics and objectives of the law is to provide protection (protection) to the community [3].

### **2.3 Principles and Objectives of Consumer Protection**

Consumer protection is based on benefits, justice, balance, safety, and security of consumers as well as legal certainty. [4] states that apart from that, consumer protection is carried out together based on five principles that are appropriate to hear. national development, namely: (a) the principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide maximum benefits for the interests of consumers and business actors as a whole; (b) the principle of justice means that the participation of all people can be realized optimally and provide opportunities for consumers and business actors to obtain their rights and obligations fairly; (c) the principle of balance means that consumer protection provides balance between consumers, business actors and the government in a material or spiritual sense; (d) the principle of consumer safety and security, namely to provide security and safety guarantees to consumers in the use and consumption, as well as utilization of goods and/or services consumed or used; and (e) the principle of legal certainty, which means that business actors and consumers obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.

The five principles mentioned in the article, if you pay attention to their substance, can be divided into 3 (three) principles, namely: (a) the principle of benefit which includes the principle of consumer safety and security; (b) the principle of justice which includes the principle of balance, and (c) the principle of legal certainty.

The objectives of consumer protection, as intended in the provisions of article 3 of Law Number 8 of 1999 concerning Consumer Protection, aim to: (a) increase consumer awareness, ability, and independence to protect themselves; (b) elevate the dignity of consumers by preventing them from negative excesses in the use of goods and/or services; (c) increasing consumer empowerment in choosing, determining and demanding their rights as consumers; (d) creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information; (e) increase awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in business grows; and (f) improve the quality of goods and/or services that ensure the continuity of the business production of goods and/or services, health, comfort, security and safety of consumers.

#### **2.4 Consumer Rights and Obligations**

Consumer rights and obligations, namely: (a) the right to comfort, security, and safety in consuming goods and/or services; This right means that consumers, in the use, use and utilization of goods and/or services to be consumed, receive guarantees of their physical and spiritual security and safety. It is important for the right to obtain security to be placed in the main position because over the centuries a philosophy has developed that thinks that consumers (especially buyers) are the ones who have to be careful, not business actors; (b) the right to choose goods and/or services and obtain said goods and/or services by the exchange rate and conditions and guarantees promised; (c) consuming a good or service must be based on the consumer's needs and suitability. For middle and upper-class consumers who have material power, they may not have a problem with the right to vote. However, for lower-class consumers, whose purchasing power is relatively low, this is a problem. The helplessness of this group of consumers generally lies in knowing the quality of a good and/or service. Even if they are aware of the threat posed by the goods they consume, this group of consumers will still consume these goods/services because they suit their purchasing power. (d) Apart from that, the consumer's right to choose goods or services will be meaningless if the procurement of said goods or services is carried out in a monopoly manner. For cases like this, again middle to upper-class consumers can still exercise their right to choose, for example by looking for choices of goods or services without questioning the price. However, it is the consumer groups with low incomes who will experience quite severe pressure in realizing their voting rights; (e) the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services; Correct and complete information about a product/service must be included by the manufacturer. This is very important because scarcity or errors in providing information will provide a wrong and dangerous picture for consumers; (f) the right to have opinions and complaints heard regarding the goods and/or services used. Threatened safety and security, as well as forms that do not meet or do not correspond to the reality of the product being sold, are quite common. This is disturbing and detrimental to consumers. For all of this, consumers have the right to complain and convey the problem to the business actor concerned. On the other hand, business actors must also be willing to listen, accommodate, and resolve issues that consumers have complained about. At the same time, this right is intended as a guarantee that the interests, opinions, and complaints of consumers must be taken into account by the government, producers, and traders. The right to be heard can be expressed by consumers by complaining to the producer/seller/relevant agency. And consumers need to utilize their right to be heard well and optimally. This is deemed necessary because from daily experience it can be seen that the right to be heard has not been utilized; (g) the right to obtain appropriate advocacy,

protection, and efforts to resolve consumer protection disputes; (h) the right to receive consumer guidance and education; (i) consumers have the right to obtain education and skills, especially regarding the quality of goods and services so that the opportunity for a consumer to be cheated or deceived is reduced. To increase the effectiveness and usefulness of this education, consumers are required to be active, such as getting used to reading labels. Conversely, it is highly hoped that the government and producers will participate in distributing the materials needed by consumers. Consumer education efforts do not always have to go through formal education levels, but can go through mass media and the activities of non-governmental organizations; (j) the right to be treated or served correctly and honestly and not in a discriminatory manner; (k) the right to receive compensation, compensation and/or replacement, if the goods and/or services received are not by the agreement or are not as they should be; and (l) rights regulated in other statutory provisions.

This includes consumer rights which are regulated in other statutory provisions, in the form of (1) the right to obtain a good and healthy living environment. The consumer's right to a good and healthy environment is a right that is accepted as one of the basic rights of consumers by various organizations. consumers in the world; and (2) the right to be protected from the negative consequences of unfair competition. Fraudulent competition or in Law no. 5 of 1999, what is called "unfair business competition" can occur if an entrepreneur tries to attract customers or clients from other entrepreneurs to advance their business or expand their sales or marketing by using tools or means that are contrary to good faith and honesty in economic relations.

## **2.5 Rights and Obligations of Business Actors (Entrepreneurs)**

The rights of business actors as stated in Article 6 of the Consumer Protection Law are (a) the right to receive payment by the agreement regarding the conditions and exchange value of goods and/or services being traded; (b) the right to obtain legal protection from consumer actions with bad intentions; (c) the right to exercise appropriate self-defense in the legal resolution 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; and (e) rights regulated in other statutory provisions.

The obligations of business actors are regulated in article 7, namely: (a) have good intentions in carrying out their business activities; (b) provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance; (c) treat or serve consumers correctly and honestly and non-discriminatorily; (d) guarantee the quality of goods and/or services produced and/or traded based on the applicable quality standards for goods and/or services; (e) provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded; (f) provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services; and (g) provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

## **3. RESEARCH METHODS**

### **3.1 Types of Research**

Research is normative juridical research, a scientific activity related to analysis and construction that is carried out methodologically, systematically, and consistently [5]. Research focused on examining the application of rules or norms in positive law [6].

This research uses a statutory approach, specifically Law Number 8 of 1999 concerning Consumer Protection. This approach is also known as the bibliographic approach, namely by studying books, laws and regulations, and other documents related to this research.

### **3.2 Legal Materials**

The legal materials used are: (1) primary legal materials, namely legal materials that are authoritative or have authority or have binding force, namely: (1) Burgerlijke Wetboek (Civil Code); (2) Wetboek van Koophandel voor Indonesie (Commercial Law Book), (3) Law no. 8 of 1999 concerning Consumer Protection, (4) Law no. 36 of 2009 concerning Health; and (5) Regulation of the Minister of Trade of the Republic of Indonesia No. 35/M-DAG/PER/7/2013 concerning inclusion of prices for traded goods and services; (2) secondary legal materials, namely legal materials that provide explanations of primary legal materials, which include books, literature, papers, theses and other written legal materials related to research problems; and (3) tertiary legal materials, namely legal materials that provide instructions and explanations for primary legal materials and secondary legal materials, namely in the form of dictionaries.

### **3.3 Methods for Searching for Legal Materials**

The collection of legal materials is carried out through documentation studies, the legal materials obtained are inventoried and identified, and then classified similar materials are carried out, recorded, and processed systematically according to the objectives and needs of the research.

### **3.4 Types of Legal Entity Analysis**

From the legal materials collected in this research, both primary legal materials and secondary legal materials were analyzed using: (1) description techniques, namely descriptions as they are of a legal or non-legal condition or proposition; (2) interpretation techniques are the use of types of interpretation in legal science, especially contextual interpretation; (3) argumentation techniques, namely judgments based on reasons which are of the nature of legal reasoning and (4) evaluation techniques, namely judgments of appropriate or inappropriate, right or wrong, valid or invalid regarding a view or proportion, statement of norm formulation, decisions, both those stated in primary legal materials and secondary legal materials.

## **4. RESULTS AND DISCUSSION**

### **4.1 Price Inclusion of Consumer Protection**

#### **4.1.1 Inclusion of prices as a form of consumer's right to information**

Giving a name to a restaurant is a business brand, while a brand is merely used as an identification mark, differentiator, and promotional tool for a product. Interpreted as information, this definition is for stimuli that consistently drive behavior between the sender and recipient of information [7]. Gordon B. Davis (1994) defines information as Information is data that has been processed into a form that is meaningful to the recipient and is of real or perceived value in current or prospective decisions [8].

#### **4.1.2 Provisions for Including Food Prices Related to Consumer Protection Principles**

Consumers have the right to obtain information as regulated in article 4. In this right consumers have the right to obtain clear information, when the information provided due to inadequate information conveyed to consumers can also be a form of product defect, namely what is known as a defect. instructions or defects due to insufficient information [9].

#### **4.1.3 Legal consequences and responsibilities of business actors**

Information about food stalls is easy to get because they are widely available in the community, strategic places and easy to reach for all restaurant consumers, because they are located on the side of a major road. [8] states that regarding the rights and obligations of Business Actors in Article 6 UUPK, it is stated: the rights of business actors are (a) The right to receive payment by the agreement

regarding the conditions and exchange value of goods and/or services traded; (b) The right to obtain legal protection from consumer actions with bad intentions; (c) The right to self-defense is appropriate in the legal resolution 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; and (e) Rights regulated in other statutory provisions.

#### **4.1.4 Food Price List Provisions Related to Consumer Protection Principles**

By RI Minister of Trade Decree No. 35/M-DAG/PER/7/2013, 2013 concerning the Listing of Prices for Traded Goods and Services Tariffs, in the relationship between food stall business actors as culinary business producers, they are obliged to provide correct and not misleading information and/or statements regarding the existence of the menu. and a list of food prices in a correct price list for food items. However, if you pay attention to the price list, not all food stalls currently, especially those in Samarinda City, include food prices as information on the list they make, starting from menu lists or product names to bombastic words/sentences that are usually only for promotional purposes just.

#### **4.1.5 Responsibility of business actors for price fixing violations**

According to Zevenbergen, legal norms contain an assessment of certain actions. This is most clearly seen in the form of commands and prohibitions. Therefore, to determine whether we are dealing with a legal norm or not, both can be used as a measure [9]. With this benchmark, it turns out that not all legal regulations contain legal norms in them. Some of these regulations are (a) regulations included in procedural law; (b) regulations containing formulations of meaning used in a legal book; (c) regulations that expand, limit, or change the content of other regulations; and (d) Regulations that only refer to other regulations.

### **4.2 Civil, Criminal, and Administrative Aspects of Consumer Protection**

The law of life, growth, and development in society as a means of creating peace and order for peace in the lives of fellow citizens. Law will grow and develop if people realize the meaning of law in their lives. Meanwhile, the aim of the law itself is to achieve peace in society [10]. Law is also required to fulfill basic legal values which include justice, harm/benefit, and legal certainty. Laws that regulate consumer protection are of course also required to fulfill the values of justice, benefit, and legal certainty, although sometimes if one of these values is achieved the other values are neglected.

#### **4.2.1 Civil Liability of Business Actors for Price Listing Violations**

Regarding violations of food price inclusion by business actors, there are sanctions as regulated in the Consumer Protection Law. These sanctions can be in the form of civil, criminal, or administrative sanctions. For business actors, apart from being burdened with obligations as described in the previous chapter, they are also subject to prohibitions as regulated in Articles 8 to 17 of Law Number 8 of 1999 concerning Consumer Protection. Article 8 of Law Number 8 of 1999 concerning Consumer Protection regulates prohibitions for business actors which are general and can be broadly divided into 2, namely: (a) prohibitions regarding the product itself, which does not meet the requirements and standards that are suitable for use. or used or utilized by consumers; and (b) prohibitions on the availability of information that is untrue, inaccurate and that misleads consumers.

In general, the principles of responsibility in law can be distinguished, namely: (a) the principle of responsibility based on fault (liability based on fault), namely the principle which states that a person can only be held legally responsible if there is an element of error that he committed [11]. This principle is a fairly general principle that applies in criminal and civil law. In the Civil Code, especially articles 1365, 1366, and 1367, this principle is firmly upheld. Article 1365 of the Civil

Code is commonly known as the article on unlawful acts, which has four main elements, namely: the existence of an act, the element of fault, the loss suffered, and the existence of a causal relationship; (b) the principle of presumption of always being responsible, namely the principle which states that the defendant is always considered responsible until he can prove that he is innocent, so the burden of proof is on the defendant. This kind of proof is better known as the reverse proof system; (c) the principle of presumption of not always being responsible (Presumption of nonliability), namely this principle is the opposite of the principle of presumption of always being responsible, where the defendant is always considered not responsible until it is proven that he is guilty. (d) the principle of absolute responsibility (Strict liability). This principle is often identified with the principle of absolute responsibility (absoluteliability). However, some experts differentiate between the two terms above; and (e) the principle of responsibility with limitations (limitation of liability). This principle is highly favored by business actors to be included as an exoneration clause in the standard agreements they make. This principle of responsibility with restrictions is very detrimental to consumers if it is determined unilaterally by business actors. In Law No. 8 of 1999 concerning Consumer Protection, business actors should not unilaterally determine clauses that are detrimental to consumers, including limiting their maximum liability. If there are absolute restrictions, they must be based on statutory regulations.

Juridical considerations that cause the urgency of implementing product liability legal instruments, namely: (a) the rights of Indonesian consumers, the largest part of whom are ordinary people, need to be upheld as a consequence of respecting human rights; (b) the Agreement Establishing the World Trade Organization (WTO), which Indonesia has ratified, in principle emphasizes the existence of a mutually beneficial relationship between producers and consumers; (c) the traditional positive legal system that still applies in Indonesia so far does not provide solutions to cases of consumer rights violations. The national positive legal system only provides two means of resolving lawsuit cases by consumers who experience losses, namely legal instruments of breach of contract (article 1243 of the Civil Code) legal instruments of unlawful acts (article 1365 of the Civil Code); (d) this product responsibility is needed considering that this product responsibility does not require the existence of a contractual relationship between the producer and the consumer, as well as the existence of reverse proof by the business actor; and (e) by the functional theory of law, the law is an instrument organizer of society to achieve certain goals. The law must be a means of social engineering, which according to Roscoe Pound, the law is a tool of social engineering.

#### **4.2.2 Criminal Responsibility of Business Actors for Violations of Price Listing**

Article 387: there are acts of fraud committed by contractors or building experts that can endanger the lives of other people, for example, a newly constructed building collapses because the foundation of the building is not strong, this can happen because the materials used are inadequate, this happens because there are fraudulent acts by a contractor or building expert, causing harm to the community.

Article 390 contains actions carried out by business actors, namely broadcasting false news, namely by promoting or advertising the price or tariff of goods/services, liability or guarantees, rights to compensation or goods and services, and offering discounts or attractive prizes.

Criminal sanctions in the form of fines as stated above, in the Criminal Code (KUHP) are included in the main types of punishment, as can be seen in article 10 which determines that the punishments are:(a) the main penalties are: death penalty, prison sentence, imprisonment, and fine; and (b) additional punishments are: revocation of certain rights, confiscation of certain goods, and announcement of the judge's decision.



The existence of criminal fines which are seen as mere operational costs for production or marketing, will result in companies as subjects of criminal law not being deterred or the criminal sanctions in question will not change the behavior of the company in question. As a result, criminal acts can always be repeated. If this happens, it means that the criminal sanction of a fine alone is still not enough - especially if the criminal sanction of the fine in question is a small amount - so there must be consideration of the possibility of providing additional sanctions as regulated in article 63 UUPK. In Article 63, to criminal sanctions as intended in Article 62, additional penalties can be imposed, in the form of: (a) confiscation of certain goods; (b) announcement of the judge's decision; (c) payment of compensation; (d) an order to stop certain activities that caused the occurrence; (e) consumer losses; (f) obligation to withdraw goods from circulation; or (g) revocation of business license.

#### **4.2.3 Administrative Responsibilities of Business Actors**

In violations of price fixing, the government plays an important role in efforts to realize legal protection for consumer rights, such as the welfare state type. This role can be played in three ways, namely regulation, control over compliance with laws/regulations (including punishment), and social engineering. The government cannot take its hands off consumer issues, where the Government must pay attention to them by the State's objectives as stated in the 1945 Constitution. The State is obliged to protect the entire Indonesian nation, and all of Indonesia's blood and to promote general welfare and consumer protection. and handling consumer problems is part of the task of promoting broad public welfare [12].

These administrative sanctions are often more effective than civil or criminal sanctions. There are several reasons to support this statement, namely : (a) Administrative sanctions can be applied directly and unilaterally. It is said that, because the authorities as the party giving permission do not need to ask for approval from any party. Approval, if required, may be from the relevant government agencies. Administrative sanctions also do not need to go through court proceedings. Indeed, the opportunity for parties affected by these sanctions is open to "defend themselves", including submitting the case to the State Administrative Court, but the sanctions themselves are imposed first so that they are effective; and (2) Civil and/or criminal sanctions often do not have a "deterrent" effect on the perpetrators. The value of the compensation and criminal penalties imposed may be insignificant compared to the profits gained from the negative actions of the producer. Not to mention the decision-making mechanism is complicated and requires a long process, so consumers often become impatient. For civil lawsuits, consumers are faced with a bargaining position that is not always favorable compared to the producer [13].

## **5. CONCLUSIONS AND RECOMMENDATIONS**

### **5.1. Conclusion**

1. Whereas the enactment of Law Number 8 of 1999 concerning Consumer Protection, is the government's effort to protect consumers based on the existence of several consumer rights that need to be protected from actions that may be detrimental to other parties.
2. Provisions for price inclusion as regulated in the Republic of Indonesia Minister of Trade Decree No. 35/M-DAG/PER/7/2013, 2013 concerning Listing of Prices for Traded Goods and Services Tariffs. Every business actor who trades goods at retail and/or services to consumers must state the price of goods or service rates clearly, easily read, and easily seen.
3. The dimensions of legal protection for consumers can cover various aspects and can be carried out using various instruments, namely civil law instruments, criminal law instruments, and administrative law instruments. Therefore, violations by business actors of food label provisions can be subject to civil, criminal, and administrative liability or sanctions.

## 5.2. Suggestion

1. To provide more legal protection for consumers regarding the issue of listing prices for goods at food stalls, it is necessary to strengthen this with Government Regulations and Regional Regulations that strengthen.
2. The government through related agencies needs to make continuous efforts to empower the community by providing understanding and protection to consumers. The low level of consumer awareness of their rights and obligations is due, among other things, to the lack of consumer education efforts by the government. Including the existence of YLKI Samarinda City which can provide support for consumer rights and obligations regarding the issue of including food prices.

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