

LEGAL ANALYSIS OF CONSUMER PROTECTION ON THE CIRCULATION OF EXPIRED FOOD

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Submission date: 06-Aug-2022 11:37AM (UTC+0800)

Submission ID: 1879348673

File name: JURNAL_STIBANK.docx (91.32K)

Word count: 6543

Character count: 35734



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Article History

Received: Dec 00th, 2021

Revised: Jan 00th, 2022

Revised: Feb 00th, 2022

Accepted: __, 2022

Available Online:

Abstract

This article discusses legal studies on consumer protection for the circulation of expired food. This is because often found in many stores there are some items that have expired. Juridically, the distribution of expired food is against the laws and regulations. Law Number 8 of 1999 concerning Consumer Protection mandates that "business actors are prohibited from producing and/or trading goods and/or services that do not include the date. The provisions of this law, in addition to providing rights to consumers to obtain valid information on the goods to be purchased, have also prohibited business actors from trading expired goods.

Keyword: Analysis, Law, Consumer Protection and Expired Food.

Citation:

Mushafi. (2022). *International Economic and Finance Review*, Vol. 1, No. 1, 20-...

INTRODUCTION

The opening of the international market as a result of the process of economic globalization must continue to guarantee the improvement of the welfare and safety of the community as well as the certainty of the quality, quantity, and security of the goods and/or services obtained by the public in the market. As it is known that recently expired food is circulating in modern stores such as Indomaret or in places where food is sold that can be harmful to human health so that it can harm the interests of consumers.

The benefits of the development of the era of globalization in the national market like this are certain parties can provide benefits to consumers because the consumer's needs for the desired goods and/or services can be fulfilled and this will widen the freedom to choose various types and quality of goods, and/or services in accordance with the wishes and abilities of consumers. Because consumers are not just buyers. However, all people (individuals or business entities) who consume goods and/or services. Consumers are also referred to as users of this word which emphasizes that consumers are the ultimate consumers.

Responsibility for products that have been traded or that have been delegated to the public is the responsibility of producers or businesses because consumers as the final party consuming these products have a low level of awareness of the products they consume, and what they consume is to get, namely, the consumer has the right obtain security for the goods and services offered to him, the products and or services are not harmful if consumed so that they are not harmful both physically and spiritually (Shidarta: 2006; 22).

The position of consumers who are very unfamiliar with the type of expired goods or not makes them potential objects of exploitation by business actors. Likewise, the weak ability to research security and safety in consuming goods in circulation or purchased

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is a factor that consumers are in a weak position. So that these conditions and phenomena can result in the position of business actors and consumers being unbalanced and consumers are always in a weak position. To increase the dignity of consumers, it is necessary to increase the awareness, knowledge, care, ability, and independence of consumers to protect themselves and to develop the attitude of responsible business actors.

The obligation to guarantee the safety of a product so as not to cause harm to consumers is generally borne by producers or business actors because it is the producers and business actors who know the composition and problems concerning the safety of a particular product and the safety of consuming the product. The losses suffered by consumers are the result of the lack of responsibility of business actors to consumers. It is known that the circulation of expired food does not only occur in traditional markets but also occurs in many modern stores such as Indomaret.

For this reason, consumers must carefully observe the physical characteristics of the product or its packaging. Determination of the expiration limit can be done by certain methods. Determination of the expiration date is done to determine the shelf life of the product. Determination of shelf life is based on these factors, for example, the state of nature (the nature of the food), the mechanism of change (eg sensitivity to water and oxygen), and the possibility of chemical changes (internal and external). Other factors are the size of the packaging (volume), atmospheric conditions (especially temperature and humidity), and the durability of the packaging during transit and before use against the entry and exit of water, gases, and odors.

Expired food is one of the main causes of poisoning. In addition to making consumers feel dizzy, diarrhea, nausea, shortness of breath, and death due to poisoning, consuming expired food for a long time can also cause cancer. The prevalence of food poisoning is closely related to the use of raw materials that are not suitable for consumption. The selection of good raw materials is one of the keys to avoiding cases of poisoning,

(Zumrotin K. Susilo: 1996; 22). No matter how sophisticated the production process is, it will not be able to cover up the poor quality of raw materials. Consumers should always remember the adage that says garbage in-garbage out, which means that bad raw materials will produce bad raw materials as well (Zumrotin K. Susilo: 1996; 33).

Departing from the explanation above, what will be the focus of this research is how is the legal review of consumers? And what are the legal provisions for consumers regarding the circulation of expired food?

LITERATUREREVIEW

BackgroundTheory

The theory used in this article is the theory of legal protection and the theory of consumer protection. The theory of legal protection according to Salmond as quoted by Fitzgerald that law is oriented to integrate and coordinate the interests of the community. Because in various community interests, protection of an interest can be done by placing limits on the interests of others. While the legal interest is to take care of the interests and rights of humans, so that the law has the highest power and authority in determining human interests that need to be regulated and protected or not. So the legal protection must pay attention to the stages, namely legal protection born of a legal provision and all legal regulations provided by the community which are basically an agreement of the community to regulate behavioral relations between community members and between individuals and the government which are considered to represent the interests of the community. . (SatjiptoRaharjo: 2000:53).

According to SatjiptoRahardjo, legal protection is to provide protection for human rights that are harmed by others and that protection is given to the community so that they can enjoy all the rights granted by law (SatjiptoRaharjo: 2000: 53). In addition, according to Phillipus M. Hadjon, legal protection for the people is a preventive and responsive government action. Preventive legal protection aims to prevent disputes from occurring, which directs government actions to be careful in making

decisions based on discretion and responsive protection aims to prevent disputes, including their handling in the judiciary (SatjiptoRaharjo: 2000: 53). Meanwhile, according to Lili Rasjidi and I.B Wysa Putra that the law can function to provide protection that is not only adaptive and flexible, but also predictive and anticipatory, (Lili Rasjidi and I.B Wysa Putra: 1993; 18).

While the second theory used is the theory of consumer protection. Based on the doctrine or theory known in the historical development of consumer protection law, among others; first; Let the buyers beware. This principle assumes that business actors and consumers are two very balanced parties, so that consumers do not need protection. Second, The due care theory. This theory says that business actors have an obligation to be careful in marketing products, both goods and services. As long as business actors are careful with their products, they cannot be blamed. In this principle applies proof, whoever postulates then he is the one who proves. Third, The privilege of contract. This theory assumes that business actors have an obligation to protect consumers, but this can only be done if there has been a contractual relationship between them. Business actors cannot be blamed beyond what was agreed upon.

METHODOLOGY

The research used in writing this article is normative law and library research. The data used in this normative legal research paradigm and library research are secondary data extracted from relevant laws and regulations, books, journals, and other scientific papers. This data is then processed, described, and analyzed in-depth to find a complete and correct conclusion.

RESULTS AND DISCUSSION

1. Consumers and their Rights

The term consumer is often identified with the user or buyer of goods or service users. Meanwhile, linguistically, the consumer comes from the translation of the word consumer (English-American), or *consument* or *consumer* (Dutch). The definition of a consumer or a consumer depends on which position he is in. The

literal meaning of the word consumer is anyone who uses goods (Celina Tri Siwi Kristiyanti; 2009; 22). In the Draft Law on Consumer Protection proposed by the Indonesian Consumers Foundation, it is stated that "Consumers are users of goods or services available in the community, for the benefit of themselves or their families or other people who are not for re-trading." (Consumer Institution Foundation; 1981;2).

Dutch legislation confirms it as referring to consumers as "een natuurlijk persoon die niet handelt in de uitoefening van zijn beroep of bedrijf" (a natural person who acts not in his profession or business), (Ahmadi Miru; 2011; 67). This definition of consumer, user, and/or user includes, among others: buyers of goods/services, including their families and guests, borrowers, exchangers, customers or customers, patients, and so on.

In his book, Introduction to Business Law, Munir Fuady argues that consumers are end-users of a product, namely every user of goods and/or services available in society, both for the benefit of oneself, family, other people, and living beings. other, and not for trading (Munir Fuady; 2000; 77). According to Mochtar Kusumaatmaja, consumer protection law is the overall principles and legal principles that regulate and protect consumers in their relationships and problems with providers of consumer goods and/or services (Mochtar Kusumaatmaja; 2009; 89).

In-Law Number 8 of 1999 concerning Consumer Protection, Article 1 Paragraph 2 states that "Consumers are every person who uses goods/or services available in the community, both for the benefit of themselves, their families, other people, and other living beings and not to be traded." (UUPK No. 8 of 1999 article 1 paragraph 2). The consumer requirements according to the Consumer Protection Act are, (Shidarta; 2006;76):

1. Users of goods and/or services, either obtaining them through purchase or free of charge;
2. Use of goods and/or services for the benefit of oneself, one's family, other people, and other living creatures;
3. Not for trading.

Consumers are every person who uses goods

and/or services available in the community, both for the benefit of themselves, their families, other people, and other living creatures, and not for trading. Meanwhile, consumer protection is a legal instrument created to protect and fulfill consumer rights (Samsul; 2004; 64). That is, what is meant by the consumer is every person who uses goods or services available in the community, both for the benefit of oneself, family, other people, and other living creatures, and not for trading. The sale and purchase of expired goods seem very monotonous and not dynamic, but the importance of entrepreneurs requires a system to manage the operations of goods properly and appropriately.

As for the rights of consumers according to Law No. 8 of 1999 as set out in article 4 that;

1. the right to comfort, security, and safety in consuming goods and/or services;
2. the right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
3. the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
4. the right to have their opinions and complaints heard on the goods and/or services used;
5. the right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
6. the right to receive consumer guidance and education;
7. the right to be treated or served correctly and honestly and not discriminatory;
8. the right to obtain compensation, compensation, and/or replacement, if the goods and/or services received are not in accordance with the agreement or not properly;
9. rights regulated in the provisions of other laws and regulations.

Thus, in general, these rights are granted because in every company, consumer trust is the main priority, so if there is no openness to consumers, the business actors will also lose. The Consumer Protection Act is one of the important things that

must be known so that in the future we will not be deceived or feel harmed by an item or thing that is purchased and then consumed.

2. Consumer Protection in Legal Studies

Law, especially economic law, has the task of creating a balance between the interests of consumers, entrepreneurs, society, and the government. Law No. 8 of 1999 concerning Consumer Protection (UUPK) explicitly states that national economic development in the era of globalization must be able to produce a variety of goods and services that contain technology that can be an important means of people's welfare, and at the same time obtain certainty over goods and services obtained from trade. without causing consumer harm.

Furthermore, efforts to maintain the dignity of consumers need to be supported by increasing consumer awareness, knowledge, care, ability, and independence to protect themselves and develop responsible business actors' attitudes. In Indonesia, the legal basis that allows a consumer to apply for protection is (Ahmadi & Yodo; 2004; 57):

1. According to the Consumer Protection Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia, it is explained that the rights of consumers include the right to comfort, security, and safety in consuming goods and or services. The right to choose goods and or services and to obtain such goods and or services in accordance with the exchange rate and the promised conditions and guarantees; the right to be treated or served correctly and honestly and not discriminatory; the right to obtain compensation, compensation and or replacement, if the goods and or services received are not in accordance with the agreement or not properly; etc.
2. Law no. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, namely regarding:
3. Monopoly is control over the production and or marketing of goods and or the use of certain services by one business actor or a group of business actors.
4. Monopoly practice is the concentration of economic power by one or more business actors which results in the control of production and or marketing of certain goods and or services so as to create unfair business competition and may harm the public interest.

5. The concentration of economic power is real control over a relevant market by one or more business actors so that they can determine the price of goods and or services.
6. PP No. 58 of 2001 concerning Supervision and Implementation of Consumer Protection.
7. Circular of the Director-General of Domestic Trade No. 235/DJPDN/VII/2001 concerning the Handling of Consumer Complaints addressed to all Department of Industry and Trade, Provinces, Districts/Cities, which discusses the imposition of mandatory Indonesian language labels for products circulating in Indonesia as a step to improve consumer protection. This Permendag is an improvement over Permendag No. 62/M-DAG/PER/12/2009.
8. Circular Letter of the Director-General of Domestic Trade No. 795/DJPDN/SE/12/2005 concerning Guidelines for Consumer Complaint Services (Ahmadi and Yodo; 2004; 58).

In accordance with Article 4 of the Consumer Protection Law, Consumer Rights are (Ahmadi & Yodo; 2004; 58):

1. The right to comfort, security and safety in consuming goods and/or services;
2. The right to choose goods and/or services and to obtain such goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
3. The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to have their opinions and complaints heard on the goods and/or services used;
5. The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
6. The right to receive consumer guidance and education;
7. The right to be treated or served correctly and honestly and not discriminatory;
8. The right to obtain compensation, compensation/reimbursement, if the goods and/or services received are not in accordance with the agreement or not properly;
9. Rights are regulated in the provisions of other laws and regulations.

Based on the opinion above, then as a consumer has various rights in the act of purchasing goods

as well as the existence of various legal protections against consumers.

In accordance with Article 5 of the Consumer Protection Act, Consumer Obligations are:

1. Read or follow information instructions and procedures for the use or utilization of goods and/or services, for security and safety.
2. Have good faith in making transactions to purchase goods and/or services.
3. Pay according to the agreed exchange rate.
4. Follow the legal settlement of consumer protection disputes properly.

The business actors in Article 6 of the consumer protection law

are as follows (Ahmadi & Yodo; 2004; 60):

1. The right to receive payments in accordance with the agreement regarding the conditions and exchange rates of goods and/or services traded;
2. The right to obtain legal protection from consumer actions with bad intentions;
3. The right to conduct proper self-defense in the legal settlement of consumer disputes;
4. The right to rehabilitate a reputation if it is legally proven that consumer losses are not caused by traded goods and/or services;
5. Rights are regulated in the provisions of other laws and regulations.

The obligations of business actors in Article 7 of the consumer protection law are as follows:

1. Have good intentions in carrying out their business activities;
2. Provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair, and maintenance;
3. Treat or serve consumers correctly and honestly and non-discriminatory;
4. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;
5. Provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or guarantees for goods manufactured and/or traded;
6. Provide compensation, compensation, and/or compensation for losses resulting from the use, use, and utilization of traded goods and/or services;

7. Provide compensation, compensation, and/or replacement of the goods and/or services received or utilized are not in accordance with the agreement (Ahmadi & Yodo; 2004; 61).

Based on the arrangement above, it appears that the rights and obligations of business actors are reciprocal with the rights and obligations of consumers. This means that the rights of consumers are obligations that must be fulfilled by business actors. Likewise, consumer obligations are rights that will be received by business actors. When compared with the general provisions in the Civil Code, it appears that the regulation of the consumer protection law is more specific. Because in the consumer protection law, business actors must not only carry out business activities in good faith, they must also be able to create a conducive business climate, without unfair competition between business actors.

Substantial consumer protection can be understood as protection by law or through legal instruments. In providing legal protection, it can be done through certain ways, such as through policies or regulations (by giving regulation), with the aim of guaranteeing the rights and interests of legal subjects. Protection through this regulation automatically provides legal certainty to the interests of the parties, which in this case are consumers and producers, so that they can be more optimistic in providing legal protection.

According to Mushafi, legal protection for consumers is a legal instrument created to provide legal protection and guarantee legal certainty for consumers from various problems or consumer disputes because they feel disadvantaged by business actors (Mushafi; 2019; 82). The purpose of legal certainty here is to increase the dignity of consumers and to gain access to valid information about goods and or services for them.

For this reason, consumer protection can be understood as all efforts and efforts to protect the rights and interests of consumers. This means that consumer protection is an effort to ensure legal certainty to provide protection to consumers (Siahaan; 2005; 100). In-Law No. 8 of 1999 concerning consumer protection, Article 1 paragraph 1 states that "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers."

The legal construction in consumer protection is because often consumers are usually in a weak position and have the potential to become targets of exploitation by business actors who socially and economically have a strong position

(Abdulkadir Muhammad; 2000; 58). In this context, we need a set of legal rules that can protect or empower consumers.

Consumers are protected because consumers are often trapped in daily trade traffic without an adequate legal remedy. The law provides certain rights to consumers which, if these rights are violated, have the potential to cause crimes against consumers. As regulated in the consumer protection law regarding actions that are prohibited for business actors, namely "business actors promote and/or trade goods and/or services that do not meet or are not in accordance with the standards required and specified in the provisions of the legislation, (Rina Shahriyani Shahrullah: Vol.5, No. 1, 2020).

Thus, consumer protection is a citizen's right which on the other hand is the state's obligation to protect its citizens, especially for halal and good products. So that in determining the rule of law it is necessary to have state intervention through the establishment of a legal protection system for consumers. In this regard, Law no. 8 of 1999 concerning Consumer Protection.

In addition, consumer protection efforts in Indonesia are based on principles that are believed to provide direction and implementation at a practical level. Based on Law Number 8 of 1999 concerning Consumer Protection. In Article 2, as quoted by Sudikno Mertokusumo, there are at least 5 principles of consumer protection, namely (Sudikno Mertokusumo; 1999; 33):

1. Benefit Principle. This principle implies that the implementation of UUPK must provide the maximum benefit to both parties, consumers, and business actors. So that no one party has a higher position than the other party. Both parties must obtain their rights.
2. Principles of Justice. The application of this principle can be seen in Articles 4-7 of the UUPK which regulates the rights and obligations of consumers and business actors. It is hoped that through this principle consumers and business actors can obtain their rights and fulfill their obligations in a balanced manner.
3. Balance Principle. Through the application of this principle, it is hoped that the interests of consumers, business actors, and the government can be realized in a balanced way, no party is more protected.

4. Consumer Security and Safety Principles. It is hoped that the implementation of the UUPK will provide guarantees for the safety and security of consumers in the use, use, and utilization of goods and/or services that are consumed or used.
5. Principle of Legal Certainty. It is intended that both consumers and business actors obey the law and obtain justice in the implementation of consumer protection, and the state guarantees legal certainty.

The purpose of consumer protection according to Law Number 8 of 1999, aims to (Janus Sidabalok; 2006; 44):

1. Increase consumer awareness, ability, and independence to protect themselves;
2. Raise the dignity of consumers by avoiding them from negative access to the use of goods and/or services;
3. Increasing the empowerment of consumers in choosing, determining, and demanding their rights as consumers;
4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information;
5. Growing awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in doing business grows;
6. Improving the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, convenience, and safety of consumers.

From the information above, consumer protection law is part of consumer law, and finding consumer law rules in various laws and regulations in force in Indonesia is not easy, this is because the term consumer is not used in these laws and regulations, although some of the legal subjects are found. that meet consumer criteria (Erman Rajagukguk; 2000; 82).

From legal protection efforts for consumers, the rights of consumers are the rights to comfort, security, and safety in consuming goods and/or services. To select the goods and/or services and to obtain the goods and or services in accordance

with the exchange rate and the conditions and guarantees promised, for correct, clear, and honest information regarding the conditions and guarantees for the goods and or services, to have their opinions and complaints heard on the goods and/or services used, obtain advocacy, protection, and efforts to resolve consumer protection disputes properly, receive consumer guidance and education. And consumers are treated or served correctly and honestly and non-discriminatory. And to get compensation, compensation, and/or replacement, if the goods and or services received are not in accordance with the agreement and not as they should be.

With a variety of consumer behavior, they can use their available resources to consume an item. Protection measures for consumers where they can illustrate the search to buy, use, evaluate and improve their products and services (Sihombing; 1996; 67).

Meanwhile, the sanctions for sellers are as follows:

1. Canceling unilaterally, meaning that the buyer can demand a refund of the advance purchase, replacement of the cost of purchasing goods;
2. Treat or serve consumers correctly and honestly and non-discriminatory;
3. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services.
4. Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded (Nasution; 2000; 23).

Based on the explanation above, there is a very close relationship between legal protection for consumers and sanctions for sellers. With proper analysis, knowing the behavior of entrepreneurs towards a product or service can be mapped carefully by consumers who will be targeted later.

3. The Social Impact of Expired Food Circulation

According to Hasbi Ash-Shiddieqi, the basis of buying and selling is an upright contract

based on the exchange of property with property, so there is an exchange of property for property, then there is a permanent exchange of property rights (Hasbi Ash-Shiddiq; 1983; 97). Based on this opinion, the sale and purchase of the seller's profit have been included in the selling price so that the seller no longer needs to tell the desired level of profit. The definition of expiration is "the expiration date of an item, such as the safe period of consumption of a product, especially food, cosmetics and consumptive goods for humans, (Poerwadarminta: 1999: 233)".

Expiration is information from producers to consumers, which states the limit or grace period for the use or utilization of the "good" (quality) and "safe" (health) food or beverage product. This means that the product has "the most excellent quality" only until that time limit (Zaenab: 2000:34).

If you use a product that has expired (after the date of use), it means that the quality of product has no quality and can endanger health, because the product is no longer fit for consumption. So it's best to use it before the expiration date ends. The inclusion of expiration dates on food products is preventive in nature so that consumers avoid products that are no longer fit for consumption (Zaenab: 2000:34).

Based on the opinion above, expiration is food goods that are damaged will experience changes such as color, smell, taste, texture, viscosity. These changes are caused by physical collisions, chemical collisions, and the activities of organisms.

Acts that are prohibited for business actors buying and selling expired goods are (Zaenab: 2000:36):

1. Business actors are prohibited from producing or trading goods or services, for example:
 - a. Does not meet or does not comply with the standards required in the provisions of laws and regulations;
 - b. Does not match the net or net bulk weight;
 - c. Does not match the size, measure, scale, and amount in the count according to the actual size;
 - d. Not following the conditions, guarantees, privileges as stated in the label, ethics, or description of the said goods or services;
 - e. Does not live up to the promise stated on the label;
 - f. Not following the provisions for halal production;
 - g. Not attaching a label or making an explanation of the goods

containing the goods, size, weight, or net.

2. Prohibition in offering/producing, business actors are prohibited from offering, promoting an item or service incorrectly or as if:
 - a. The goods have met or have discounted prices, special prices, certain quality standards.
 - b. The item is in good/new condition;
 - c. The goods or services have received or have certain sponsors, approvals, equipment;
 - d. The goods or services are available;
 - e. Contains no hidden defects;
 - f. Completeness of certain items';
 - g. Coming from a certain area;
 - h. Directly or indirectly degrading other goods or services;
 - i. Using excessive words such as safe, harmless, or side effects;
 - j. Without a complete description and offering something that contains an uncertain promise.

Based on the actions that are prohibited for business actors buying and selling expired goods, then the responsibility of business actors is to provide compensation for damage, pollution, and or consumer losses due to consumer goods and or services produced or traded (Abdulkadir Muhammad: 2000: 58).

In that context, consumer protection is essentially one side of the correlation between the economic field and the ethical field. This means that in business activities there is a mutual relationship between business actors and consumers. The interests of business actors are to earn profits from transactions with consumers, while the interests of consumers are to obtain satisfaction through fulfilling their needs for certain products. In such relationships, there are often inequalities between the two.

Consumers are usually in a weak position and therefore can become targets of exploitation by business actors who are socially and economically in a strong position (Abdulkadir Muhammad: 2000: 58). Therefore, we need a set of legal rules that can protect or empower consumers. Consumer protection is a citizen's right which on the other hand is the state's obligation to protect its citizens, especially for halal and good products. So that in determining the rule of law it is necessary to intervene by the state through the establishment of a legal protection system for consumers. In this regard,

Law no. 8 of 1999 concerning Consumer Protection.

Consumers are every person who uses goods and/or services available in the community, both for the benefit of themselves, their families, other people, and other living creatures, and not for trading. Meanwhile, consumer protection is a legal instrument created to protect and fulfill consumer rights (Samsul: 2004; 64).

In his book, Introduction to Business Law, Munir Fuady argues that consumers are end-users of a product, namely every user of goods and/or services available in society, both for the benefit of oneself, family, other people, and living beings, other, and not for trading (Munir Fuady: 2000: 77). According to MochtarKusumaatmaja, consumer protection law is the overall principles and legal principles that regulate and protect consumers in their relationships and problems with providers of consumer goods and/or services (MochtarKusumaatmaja: 2009: 89).

Every person uses goods or services available in the community, both for the benefit of himself, his family, other people, and other living creatures and not for trading. The sale and purchase of expired goods seem very monotonous and not dynamic, but the importance of entrepreneurs requires a system to manage the operations of goods properly and appropriately.

Errors in management and control can be fatal and become unnecessary losses, especially to consumers, but entrepreneurs need to check the stock of merchandise that has a short expiration date or is vulnerable to weather conditions and storage space. The impact of expired goods are as follows (Mangkoesoebroto: 1990:76);

- a. Can harm the community materially, both individuals and groups;
- b. Can interfere with the health of consumers;
- c. Negative influence on business image among consumers;

From the impact above, a mutual agreement is needed in maintaining expired goods so that an efficient goal is achieved. However, in practice, many obstacles do not allow an agreement to store expired goods so that there are still buying and selling of expired goods.

4. Circulation of expired food from the perspective of the law. Consumer protection

One of the legal products regarding food is Law Number 7 of 1996 concerning Food. The law on food is intended as a legal basis for regulating, fostering and supervising the activities

or processes of food production, distribution, and or trade. As a legal basis in the food sector, the law on food is intended to be a reference for various laws and regulations relating to food, both existing and those that will be established.

In Article 9 paragraph 1 point f and paragraph 3 of the Consumer Protection Act it is stated that it prohibits business actors from the offering, promoting goods and/or services incorrectly as if the goods or services do not contain hidden defects. Article 3 of this Consumer Protection Law states that business actors who violate paragraph 1 are prohibited from continuing to offer, promote and advertise such goods and or services.

Referring to the provisions of the law above, distributing goods that are not legally justified. So that through this provision, the law has indirectly protected the rights and interests of consumers. Thus, the Consumer Protection Act above, in addition to providing rights to consumers to obtain valid information on the goods to be purchased, has also prohibited business actors from trading expired goods.

For this reason, consumer protection is the responsibility of all parties, including the government, business actors, consumer organizations, and consumers themselves. Without the contribution of these four elements, according to their respective functions, it is not easy to realize and fulfill the rights and interests of consumers in obtaining goods according to their orders, so that consumer welfare can be realized (Ahmadi Miru; 2004; 110).

In the context of consumer protection, the government acts as a protector of the community, and also as a coach for business actors in increasing industrial progress and the country's economy. The form of consumer protection is not only by issuing laws and regulations, but the most important thing is to supervise the application of regulations, government regulations, Issuance of Goods Quality Standards and control over the circulation of goods in shops, especially those related to food and beverages (Ahmadi Miru; 2004; 9).

Protection of consumers does not have to side with the interests of consumers that harm the

interests of business actors (Ahmadi Miru; 2004:17). This means that there must be a balance, because currently there are many regulations issued by the government, with the aim of protecting consumers, such as the Regulation on Food Coloring Substances, the Regulation on the Use of Artificial Sweeteners, the Regulation on the Distribution of Pesticides, and the Regulation on Drug Pricing. Meanwhile, there are hundreds of quality standards for goods, including Cable Standards, Milk Standards, Tomato Sauce Standards, Battery Stone Standards, and others. However, this regulation has not yet been felt and has not provided full protection to consumers, because the readiness to supervise its implementation is still very lacking.

In addition, business actors or producers need to have the awareness that the survival of their business is highly dependent on consumers. For this reason, they have an obligation to produce goods and services as good and safe as possible and strive to provide satisfaction to consumers. Providing correct information regarding issues related to security, health, and consumer safety, because the consumption period of food production becomes very important (Husin Syawali, Neni Sri Imamyati; 2000; 42).

By providing valid and correct information related to food product packaging labels by business actors, it is hoped that consumers will not be mistaken in determining and receiving product quality and quantity guarantees. Because, without protection and legal certainty for consumers, Indonesia will only become a dumping ground for goods and services that are of low quality. What is more worrying is that the people's welfare that is aspired to is becoming more difficult to realize (Sudaryatmo; 1999; 84).

The importance of consumer protection law is also realized because every consumer always needs food products (goods and or services) that are safe for safety and health as well as the human soul. To guarantee these things, it is necessary to have legal rules that guarantee the safe conditions of every consumer product for human consumption which must be equipped with correct, honest, and responsible information (A. Z. Nasution; 2002; 16).

The regulation of consumer protection issues is indeed not only the concern and responsibility of every country but has also been the concern of international organizations, such as the United Nations. According to United Nations Resolution No. 39 or 248 of 1995 concerning Guidelines, for Consumer Protection, it is stated that the nature of consumer protection implies the interests of consumers (Yusuf Shofie; 2000; 251).

As a form of power, rights must be balanced with obligations, namely everything that must be done by someone. There is a close relationship between rights and obligations. Rights always reflect obligations. Vice versa. Auguste Comte stated that the right not to be used by the owner absolutely, but also to be used in its social role which includes the obligation to use the right for the benefit of society in general (Achmad Ali; 2002; 240). Given the close relationship between rights and obligations, those who have rights are often burdened with obligations. This also applies to consumers and business actors in carrying out their respective roles.

CONCLUSION AND RECOMMENDATION

Conclusion

Based on some of the explanations above, it can be concluded that the distribution of expired food is contrary to the laws and regulations. Because it will harm consumers both economically and in terms of health. 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 dates. Consumers feel that their position is limited to objects when there are still companies or producers who dare to produce and distribute (sell) inappropriate drinks so that consumers feel that this is a violation of their human rights. This provision has indirectly provided protection for business actors to distribute and trade their products correctly, there should be no element of fraud, so that information on the goods must be provided to consumers.

Recommendation

The government should review the consumer protection law. Due to the rapid

development of the industrial world, the marketing of food products will also be more varied.

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