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CONSUMER PROTECTION OF THE PRICE GAME IN ONE OF THE LARGEST MINIMARKETS IN INDONESIA

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ABSTRACT

Indomaret is one of the best-selling minimarket in Indonesia, however, price games often occur and do not realized by the consumers. This study aims to provide information about legal protection for consumers who feel disadvantaged by the indomaret minimarket who play price games and find out the legal consequences. The study method used normative law, which was the assessment approach to the principles and systematic system of law in the regulation of existing laws through a statute approach and a conceptual approach. The results of this study are violations committed by business owners against the consumers including 3 existing regulations in the case of differences in entry prices in the BW regulations (Burgerlijk Wetboek), consumer protection laws, Regulation of the Minister of Trade No. 35 of 2013. First, regarding acts against the law in the BW, regarding consumer rights with consumer obligations in consumer protection laws, and Regulation of the Minister of Trade No. 35 of 2013 concerning the inclusion of prices of goods. Minimarkets that play price games, such as differentiating prices on display with cash, include criminal acts that are detrimental to consumers thus there is legal protection in force.

INTRODUCTION

Indonesia is a developing country in Southeast Asia that has a variety of cultural assets, natural resources, and large human resources (Anugerah & Indriani, 2018). According to Jayani, (2019), the population in Indonesia is around 216 million which is the 4th largest population in the world. In regard to the existence of large human resources, Indonesia is also demanded by the high welfare, according to Ariadi, Saud, & Ashfaq, (2018). Social welfare is measured by the economy or finance, for instance the migrant families who send money to their families. A weak economy makes a country vulnerable to increase poverty and neglect. This is supported by the study of Berliana et al., (2019) neglect of children judging on the economic conditions of a country.

According to Membe, (2015) in Niyobuhungiro,(2019), a country's economy depends on many factors, including the exploitation of its natural resource environment, so the government is obliged to regulate regulations governing economic and development activities. The efforts to develop the economy in Indonesia are influenced by various types of the company and industry distribution sectors in various regions. One of the businesses that is mushrooming in various regions in Indonesia is franchising, shopping, shopping centres that are easy and practical, and retail businesses such as supermarkets / minimarkets (Mas'udah, 2019).

Indomaret is one of the retail companies in Indonesia under the master company of the Indomarcocompany. Retail companies with the most branches in all regions of Indonesia and most frequently visited by consumers. Based on Wahyuni, (2019), Indomaret is one of the shopping centres that are often found in various places with a very large number of outlets and in demand. This means that they are very concerned about the price, location, product completeness, and quality of service even they also give various promotions to their consumers. Despite its vision and mission to improve quality and service to consumers, there are still many cases that are not in accordance with what was required at the outset.

The case that occurred in the city of Bengkulu, one of the cities in Indonesia, indomaret minimarket sells intermediate goods on information shelves with different cashiers. This case occurs because Indomaret minimarket sells products at different prices between cashiers and those listed on the shelves, thenIndomaret outlet in Bengkulu City reported to the authorities. The reporter is an NGO Center for Anti-Corruption Studies (Puskaki) who reported this incident after receiving complaints from residents who shop at Indomaret located on JalanSalak Raya, Bengkulu City. The Director of Puskaki confirmed the news by revealing that it had reported Indomaret who had cheated the consumer to the Bengkulu Resort Police (Rani Soraya, 2018). This is clearly seen by the practice of pricing games at a retail company, although prevention and reprimand efforts have been posted for retail companies, but until now there is still fraud.

The rise of price game practices at retail companies in Indonesia is the main issue that must be resolved immediately. Regarding the existence of legal protection for consumers, they are expected to be aware and avoid losses incurred from minimarkets who commit fraud (Henao et al., 2020). The purpose of this study is providing information about legal protection for consumers who feel disadvantaged by the mismatch price between those listed on the sales rack and the cashier.

RESEARCH METHODS

The study method used normative legal research, namely the method of reviewing approaches to the principles and systematic system of law in the regulation of existing laws through the Deltsova, (2020), a statute approach conducted by examining all laws and regulations relating to the legal issues being discussed and conceptual approaches taken by the views and doctrines that develop in the legal sciences related to efforts to protect the consumers of agent service users in national trade (Herachwati et al., 2018).

Primary Material Source: Civil Code or *burgerlijkwetboek* (BW), Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection. (State Gazette of the Republic of Indonesia 1999 No. 42 Supplement to the State Gazette of the Republic of Indonesia No. 3821), Government Regulation of the Republic of Indonesia Number 57 of 2001 concerning

the National Consumer Protection Agency. (State Gazette of the Republic of Indonesia Year 2001 Number 102), Government Regulation of the Republic of Indonesia Number 58 of 2001 concerning Development and Supervision of the Implementation of Consumer Protection. (State Gazette of the Republic of Indonesia of 2001 Number 103), Regulation of the Minister of Trade of the Republic of Indonesia No. 35 of 2013 concerning Inclusion of Price of Goods and Tariffs of Services Traded.

RESULTS AND DISCUSSION

Relationship between Consumer Law and Indomaret

The legal relationship between business actors and consumers has occurred when business actors provide promises and information related to goods and / or services, due to the rights and obligations of the parties, either business or consumer (Berkah & Sawarjuwono, 2019).

The legal relationship is based on Article 1320 and Article 1338 of the Civil Code where the business actor has agreed on what was promised when delivering promises on an advertisement, leaflet, or brochure, thus the promises will serve as Law for those who made it. Legal events that occur against these business actors and the consumers are trade in goods or services (Sugiharto & Abrianto, 2018).

Consumer Rights that should be obtained in accordance with the Existing Regulations

The existing legal hierarchy is in accordance with the case in regard to price differences that cause consumer rights to be cheated;

First, the nature of buying and selling between consumers and business actors is regulated in BW regarding Engagement, the definition of a separate engagement is the legal relationship between two or more parties, where one party is entitled to get the achievement, while the other party is obliged to get achievement. The object of the engagement is achievement. The achievement is the goal of the parties to the engagement which is written in article 1234 BW, each engagement is giving something, doing something, or not doing something. It would be also obtained in article 1235-1238 BW, 1239 BW, and not doing something in article 1240 BW. The acts conducted by Indonesian minimarket that violate the rights of consumers in relation to BW are stated in Article 1365, such as every act that violates the law which brings harm to another person. The person obligation who due to his/her mistake to issue the loss, compensates the loss. What is clearly performed by Indomaret minimarket on consumer rights that should be obtained is about the right to obtain correct information on purchases of goods made by consumers (Gede Wahyu Wicaksana, 2019).

Second, other administration of the law in regard to the rights that must be obtained by consumers over the difference in the price of goods sold in the minimarket between the information store and the cash register, namely the Consumer Protection Act, the rights violated by the minimarket to the consumer, such as information which is true however it is an obligation of the business actors that is stated in article 7 letter b. If these obligations are not performed, the rights of consumers are not fulfilled by the business actor. Some obligations of business actors are the rights that must be obtained by consumers, hence, if the business actor does not performed his obligations as a seller in accordance with the Consumer Protection Act, so it causes the rights of consumers are not fulfilled. It means that the consumers are

experiencing losses in buying and selling transactions between Indomaret minimarkets and consumers (Arwanto, 2017).

Third, the same thing in this case is the Regulation of the Minister of Trade which has set the price difference which causes consumers to suffer losses. It can cause a penalty for business actors due to the price difference between the information rack and cashier (Alam, 2018).

Applicable Price between Information Rack and Indomaret Cash Register

There are two different rules regarding the applicable price that the author can describe according to 2 different laws.

The Consumer Protection Act in article 5 regarding the consumer obligations, there are four points concerning consumer obligations in that article which include:

- a. Read or follow the information instructions and procedures for the use of goods and / or services, for security and safety;
- b. Have a good intention in conducting transaction of purchasing goods and / or services;
- c. Pay according to the agreed exchange rate;
- d. Follow the efforts to properly resolve consumer protection disputes.

The price difference does not always use the price labelled in the Indomaret minimarket because there are laws that are apart from the consumer protection law that governs it. There are also other laws governing the price different of goods traded by business actors where Indomaret minimarket is as a business owner (Hollander & Greene, 2019).

The other law of the consumer protection law that regulates differences is the Minister of Trade Regulation of the Republic of Indonesia number 35 / M-Dag / Per / 7/2013 2013 concerning the prices inclusion of goods and tariffs for traded services. Article 2 paragraph 1 stated that basically every business actor trades goods in retail and / or services to consumers is obliged to state the clearly and readable price of goods or service tariffs.

Article 7 paragraph 2 of the Minister of Trade Regulation 35/2013 is not the same as the Consumer Protection Act which stated that the price used is as informed or in accordance with Indomaret minimarkets information rack. The explanation from the Minister of Trade Regulation 35/2013 that is stated in the article 7 paragraph 2 stated that if there is a price difference between what is informed or the price information on Indomaret minimarket rack and Indomaret cash register, the price used according to the Minister of Trade Regulation 35/2013 specifically in the article 7 paragraph 2 is the lowest price. It can use the price on the Indomaret information rack and also use prices according to Indomaret cash register depending on which price is lower.

There has a different meaning in the explanation of written regulation, the Consumer Protection Act examined that the price used is used the price as informed that in accordance with the price on Indomaret information rack. The explanation of the Minister of Trade Regulation 35 of 2013 explained that the price used between the information rack and the cash register is uncertain

due to the Minister of Trade Regulation by using the lowest price. It can be applied on the cash register or the information rack.

Legal Consequences due to the Price Difference in Labelled Prices

Regulation of the Minister of Trade No. 35 of 2013 on article 7 concerning the price difference that is informed and paid. It is stated that

- a. Business actors who are trading retail goods and / or services are responsible for the correctness of the prices of the goods and / or service rates listed.
- b. There is differences between labelled price and charged price. Then, the low price would be applied.

It is clearly stated that these regulations provide rules for business actors to be honest in selling goods. The consequences obtained by the minimarket are mentioned in Article 9 of the Minister of Trade Regulation No. 35 of 2013 which stated:

1. A business actor that trades goods in retail and / or services are:
 - a. Not mention the price of goods and / or service tariff as referred to in article 2; or
 - b. Not set the price of goods and / or service tariffs in Rupiah as the purpose of article 6 paragraph 1, subject to administrative consequences in the form of revocation of business licenses in the field of trade by the authorized official.
2. Revocation of business licenses in the field of trade as referred to in paragraph 1 shall be conducted after being given a written warning 3 (three) times within the grace period of each warning no later than 1 (one) month.

Based on the Regulation of the Minister of Trade No. 35 of 2013 in accordance with the case in Bengkulu, the case occurred due to the price differences causing material losses for consumers. The regulation explains that the stages in the Regulation of the Minister of Trade prior to the revocation of the business license there are 3 (three) times written warnings within each period of no more than 1 (one) month

CONCLUSION

Game Price or the price difference of goods traded by Indomaret between prices at the cashier and those on the rack violates the rights of consumers. Even though, knowing the real price is the rights of the consumer.

The legal consequences of the price difference prevailing on the information rack and Indomaret cash register violates the provisions of the Minister of Trade Regulation No. 35 of 2013 thus it is as to get a reprimand from the director general of standardization and consumer protection for 3 times in a row. Indomaret minimarket ignores the warning, the Director General of Standardization and Consumer Protection as an authorized official may revoke the business license.

Ethical clearance

This research does not involve any participants, rather it is descriptive study. This research was carried out in accordance with the research principles. This study implemented the basic principle ethics of respect, beneficence, nonmaleficence, and justice.

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