

Legal Protection For Consumers Against The Purchase Of Expired Products On The Market Based On Law No. 8 Of 1999 Concerning Consumer Protection

Makmur Sigalingging^{1*}, Sriono², Nimrot Siahaan³

^{1,2,3}Universitas Labuhanbatu, Sumatera Utara, Indonesia

*Corresponding Author:

Email: makmukgalingging345@gmail.com

Abstract.

We often hear and see a series of cases related to the sale of Expired Products in the Market on television, almost all of which report on fraud committed by business actors in trade to deceive consumers as buyers of goods. This is not impossible to add to the series of similar cases, if the government does not take part in overcoming the circulation of expired products. The objectives of this study include: wanting to know how business actors are responsible for the circulation/sale of Expired Food and Beverage products and how to protect consumers against expired food and beverage products circulating in the market and consumed by consumers based on Law Number 8 of 1999 concerning Consumer Protection. The type of research used is normative research, while the approach uses a statutory approach. This study uses primary and secondary legal materials. Research Results and Discussion: First, the responsibility of business actors for dishonest trade towards consumers is through compensation with a refund of an amount of money according to the nominal traded, if the consumer has not yet consumed it, if they have consumed the consumer goods, and it has a bad effect on the consumer's health such as poisoning, or causes health problems, then the responsibility of the business actor will be greater, namely health recovery. according to Article 19 paragraph (2) of Law Number 8 of 1999. Second, Legal Protection for consumers has not been fully realized as stated in Law Number 8 of 1999 concerning consumer protection. This can be seen from the many business actors found in the market who are still distributing expired food and beverage products without supervision from the government and related agencies. The application of criminal penalties which is still not complete, of course, will not provide a deterrent effect for dishonest and fraudulent business actors.

Keywords: Legal Protection; Consumers and Expired Products.

I. INTRODUCTION

Trade in a product in Indonesia is almost uncontrolled at this time. Global trade certainly allows foreign products to enter the country. What is sold and traded on the market is not only domestic products but also foreign products. The forms and types are certainly very diverse, ranging from food products, beverages, beauty products and medicines. We can see in every electronic media such as television, there are many reports about trade products in the form of food, cosmetics, medicines and so on. This is certainly very interesting for the community, not only because of its circulation, but also several important things such as products that are fit for use / fit for consumption for the human body. Talking about products that are fit or not fit has a big influence on human organs, where products that are not fit for use / consumption will have bad consequences for the body parts of the community that consumes the product. Not all products that are circulating on the market go through clinical trials of the Food and Drug Supervisory Agency (hereinafter abbreviated as BPOM). Even illegal products are circulating on the market without going through clinical trials and supervision of BPOM, but in the end the community is also harmed and becomes a victim of the circulation of these unfit goods. With the many cases related to expired products displayed in shops, supermarkets, traditional markets or circulating in business actors such as sellers, it certainly brings concern to us, why this can happen.

Weak supervision from the government and related agencies is certainly a loophole for fraudulent business actors to continue to do their actions to the detriment of consumers, plus the law enforcement that is not strict against business actors, adds to the list of cases of expired product trading in the market and is even uncontrolled. Compared to entrepreneurs, consumers are often in a weak bargaining position. This shows the

gap between entrepreneurs and consumers. In this case, it is important not to ignore the protection of consumer rights. Therefore, consumers need to get adequate protection, both when buying goods online and directly in stores.¹It should be noted that Law Number 8 of 1999 is a regulation that protects consumer rights in Indonesia. As we know, based on Law Number 8 of 1999 concerning Consumer Protection, where the article clearly explains the rights of consumers in protection and comfort to enjoy goods/products purchased that should be obtained by the community as consumers. This certainly must be a serious concern for the government so that consumers are not disappointed in buying and consuming or even become victims of the use of expired products. Therefore, legal protection is needed for consumers in purchasing expired products circulating in the market such as shops or supermarkets to overcome this. Protection regarding efforts to protect consumers from expired food ingredients in supermarkets needs to be done. According to the author, it is very interesting to discuss matters related to consumer protection.

This will certainly also be related to the existence of guarantees and legal certainty that consumers must obtain from the government. Why is that? Because the users of the product are the community called consumers. The products that are most vulnerable to misuse by business actors and have a very significant impact on human survival are related to what is called food and beverage products/consumer goods. Food is one of the products that is widely needed by the community to continue their survival. Because food is a primary need that must be consumed by humans every day. Food and beverages have a high risk if consumed incorrectly, namely related to the expiration date of the product. Wrong in consuming then life is at stake. And that is not the intention of the community as consumers who are consumptive, but because of the mischievousness of business actors who want to get the greatest possible profit without thinking about the impact felt by consumers as users of the product. Consumers are often the target of mischievous business actors in the business of trade in order to obtain maximum profit. With the many series of cases related to expired products on the market, both shops, supermarkets, traditional markets, one of which is food and beverages, the author thinks that government supervision alone is not enough to overcome this problem. Consumer caution and vigilance in choosing, buying and consuming these products are certainly needed, so as not to become victims of the mischief of business actors who want the greatest profit at the expense of consumers. Not only expired products, but products that are not labeled with the expiration date of a product, be it food, beverages, beauty products or medicines, are very detrimental to consumers in terms of health both in the short term and in the long term.

For example, one of the cases decided by the Pekanbaru High Court with Decision Number 264/Pid.Sus/2015/PT.PBR, which has issued the following decision in the case of Defendant RAA alias R on the Public Prosecutor's Charge: with the Case Chronology as follows:

- On Friday, July 3, 2015 at around 17.00 WIB, the Defendant contacted witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar (separate prosecution) with the intention of offering cheap or expired SGM Powdered Milk by saying "there are a lot of leftovers at home, is there any that are suitable for you?"
- *The next day, witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar contacted the Defendant, "The plan is to leave tomorrow, bro, prepare good stuff..." and the Defendant replied, "Yes, 700 kg." The next day, witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar accompanied by witnesses Aprinal and Rahmad Firdaus left Padang using 1 (one) Cold T BA 8952 SN car belonging to Witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar headed to Pekanbaru with the intention of meeting the Defendant.*
- Upon arrival in Pekanbaru, witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar immediately went to the Defendant's house and met the Defendant "Where are the goods, bro..." the Defendant answered "it's in the garden there...", then witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar immediately went to the garden behind the Defendant's house and saw many aluminum foil packages scattered and some had been packed in sacks where the aluminum packaging contained SGM type powdered milk that was no longer suitable for use or had expired. It

is known that the powdered milk was not packaged in a box containing a label, weight, composition, brand, how to use and expiration date according to the provisions of Law Number: 8 of 2009 concerning Consumer Protection, where expired powdered milk should be destroyed by burning by witness Ronny Arcan Ambarita. The defendant obtained the expired powdered milk from Mirza Syahputra (not yet caught), who is an SGM milk distributor who had previously withdrawn the powdered milk from circulation because it was no longer suitable for use or had expired.

- After seeing the pile of expired milk packaging, the Defendant and witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar agreed to sell 19 (nineteen) sacks of milk at a price of Rp. 2,700,000,- (two million seven hundred thousand rupiah) or around 700 kg at a price of Rp. 4,000,- (four thousand rupiah) per kilogram, after handing over the purchase money for the expired powdered milk to the Defendant, then witness Yance Robinson Sianipar alias Yance bin Maraden Sianipar loaded the 19 (nineteen) sacks of expired powdered milk into 1 (one) unit of the Defendant's Cold T BA 8952 SN car with the intention of taking it to Padang to be sold at shops selling food ingredients at a price of Rp. 10,000,- (ten thousand rupiah) per kilogram, but when witness Yance Robinson Sianipar Alias Yance bin Maraden Sianipar finished loading the powdered milk into his vehicle suddenly came witness Hendra Lelana and witness Hendriadi (police members) who previously received information from the community immediately secured evidence in the form of 19 (nineteen) sacks containing expired powdered milk packed in aluminum foil and 1 (one) unit of Cold T BA 8952 SN car belonging to witness Yance Robinson Sianipar Alias Yance bin Maraden Sianipar. - In addition, witnesses from the police also secured evidence in the form of 95 (ninety five) sacks of expired SGM brand Powdered Milk.

The Defendant's actions fulfill the formulation and are subject to criminal penalties as regulated in Article 62 Paragraph (1) of Law Number: 8 of 1999 concerning Consumer Protection. This background is the reason for the author to conduct research and discussion related to expired products circulating in the market so that many consumers are harmed. After the explanation above, the author formulates the problems related to this, namely: how is the responsibility of business actors for the circulation/sale of expired food and beverage products and how is the protection for consumers against expired food and beverage products circulating in the market and consumed by consumers based on Law Number 8 of 1999 concerning Consumer Protection?

II. METHODS

The type of research used in this writing is normative research, namely legal research conducted by examining library materials or secondary data.² According to Peter Mahmud Marzuki, normative legal research is a process to find legal rules, legal principles, and legal doctrines to answer the legal issues faced.³ Based on the definition above, the type of research conducted in this study is normative legal research, because the researcher uses library materials as the main data to analyze cases and focuses on a legal regulation related to consumer protection in the context of the circulation of food and beverages that are not suitable for consumption due to expiration.

This approach uses a legislative approach as the main basis and is supported by cases that have occurred in the community related to expired products. This study uses primary and secondary legal materials. The primary legal materials used are Law No. 8 of 1999 and secondary legal entities used in the form of books, legal journals that are very relevant to this study. The data collection is carried out through literature studies to be further analyzed using descriptive analysis methods. Descriptive analysis is a form of research data analysis to test the generalization of research results based on one sample.⁴

III. RESULTS AND DISCUSSION

Several cases related to the circulation and sale of expired food carried out by business actors that the author has successfully summarized include: five cases of expired food found in Kupang, East Nusa Tenggara; the case of a syndicate of expired packaged food and beverage sellers in Batang, Central Java, where the perpetrators (supply food and beverage products to a number of cities, including Jogja); sales of expired food on Jalan Kalianyar I, Tambora, West Jakarta, and many other cases that almost occur in many areas in Indonesia, but have not been revealed. The modus operandi that often occurs is that the perpetrators deliberately buy products in the form of various types of packaged food and beverages (from factories), most of which are clearly known to have expired. However, the expiration date is removed and changed as if it did not expire on the expiration date. The main goal of the perpetrators is to make as much profit as possible. Where business actors do not want to lose money with goods that have been supplied by distributors but are not sold out, so sellers try to sell them out in the hope of making a profit again by ignoring the effects of these actions. Although Law Number 8 of 1999 concerning consumers has been enacted, cases related to expired/unfit for consumption products still often occur.

The intent and purpose of issuing the law is none other than to protect the rights of the community as consumers. These rights consist of the right to be protected and the right to obtain security and comfort from the products purchased. In UUPK it is clearly stated that, 'Business actors have an obligation to include an expiration date on every food product they sell'. So if there are business actors who are known to sell expired food products, consumers can claim compensation in accordance with Article 19 of UUPK. Where, Article 19 has indicated that every business actor must carry out responsibilities related to damage, contamination and consumer losses due to consuming certain goods and/or services. Business actors are also not permitted to distribute defective and unsuitable goods, this is also stated in Article 8 paragraph (3) of UUPK. This is also stated in PERMENKES No. 180/Men.Kes/Per/IV/1985 which prohibits business actors from distributing expired food. Likewise, if the goods do not contain any information, this can be considered to be deceiving consumers. Of course this can cause losses for consumers.⁵ The assumption that if consumers experience losses, peaceful means will be used to resolve the problem without having to go through legal channels. Thus, the position of consumers will continue to be below business actors.⁶

In the explanation of Article 2 of Law Number 8 of 1999 concerning Consumer Protection, it is stated that consumer protection is carried out as a joint effort based on 5 principles that are relevant in national development, namely:

1. The principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide the greatest possible benefit for the interests of consumers and business actors as a whole.
2. 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.
3. The principle of balance is intended to provide a balance between the interests of consumers, business actors and the government in a material and spiritual sense.
4. The principle of consumer safety and security is intended to provide a guarantee of safety and security to consumers in the use, consumption and utilization of goods and/or services consumed or used.
5. The principle of legal certainty is intended to ensure that business actors and consumers obey the law and obtain justice in implementing consumer protection and the state guarantees legal certainty.

Furthermore, Article 4 of the Consumer Protection Law states that consumer rights include: a. The right to comfort, security, and safety in consuming goods and/or services; b. The right to choose goods and/or services and to obtain 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 their opinions and complaints heard regarding the goods and/or services used; e. The right to receive advocacy, protection, and efforts to resolve consumer

protection disputes properly; f. The right to receive consumer guidance and education; g. The right to be treated or served properly and honestly and without discrimination; h. The right to receive compensation, damages, and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be; i. Rights regulated in other statutory provisions. This proves that consumer rights are equal to those of Business Actors.

Where in trade, one of them is buying and selling, one of the things expected by consumers is honest treatment of business actors for the goods they sell. In order to create healthy trade. However, in reality, this does not apply in practice, especially since law enforcement for business actors still only receives administrative sanctions in accordance with what is stated in Article 5 paragraph 1 of the Decree of the Director General of POM No. 02591/B/SK/VIII/1991 concerning Amendments to the Attachment to the Minister of Health Regulation No. 180/Menkes/Per/IV/1985 concerning Expired Food states that violations of Article 2, namely "that the label of certain foods that are produced, imported and distributed must clearly state the expiration date," then violations of this article are subject to administrative sanctions and/or other legal sanctions in accordance with the provisions of applicable laws and regulations. In fact, strict law enforcement such as punishing dishonest business actors can be done through higher penalties, namely imprisonment, this is certainly to provide a deterrent effect on the behavior of fraudulent business actors. If only administrative sanctions are imposed, according to the author, it is too light. So this incident will happen again, it can even be said with the same mode or more towards another mode, namely processing the product into another food product but using the same expired ingredients.

Accountability of Business Actors for the Distribution/Sale of Expired Food and Beverage Products

So far, the responsibility of business actors that is often carried out by dishonest business actors is through compensation by returning a certain amount of money according to the nominal traded, if the consumer has not yet consumed it, if they have consumed the consumer goods, and it has a bad effect on the consumer's health such as poisoning, or causes health problems, then the responsibility of the business actor will be greater. This can be seen in Article 19 paragraph (2) of Law Number 8 of 1999, where the responsibility is in the form of compensation, either a refund or replacement of goods of the same type or equivalent value or health care and/or the provision of compensation in accordance with the provisions of the laws and regulations applicable to consumers. Other obligations of business actors can be seen in Article 7 of Law Number 8 of 1999. These obligations include: a. Having good intentions in carrying out their business activities; b. Providing correct, clear, and honest information regarding the condition and guarantee of goods and/or services and providing an explanation of use, repair, and maintenance; c. Treating or serving consumers correctly and honestly and without discrimination; d. Guaranteeing the quality of goods and/or services produced and/or traded based on the provisions of applicable goods and/or service quality standards;

e. Providing consumers with the opportunity to test, and/or try certain goods and/or services and providing guarantees and/or warranties for goods made and/or traded; f. Providing compensation, indemnity and/or replacement for losses due to the use, utilization, and use of goods and/or services traded; g. Providing compensation, indemnity and/or replacement if the goods and/or services received or utilized do not comply with the agreement. So, what happens in the field is that the points stated in the articles as the responsibility of business actors are not carried out. Thus, such actions do not reflect healthy and honest trade. And are very detrimental to consumers directly. Guidance and supervision should be carried out by the government in accordance with Article 29 paragraph (1) states that: "The government is responsible for fostering the implementation of consumer protection which guarantees the rights of consumers and business actors and the implementation of consumer and business actor obligations". Furthermore, paragraph (2) states: "Guidance by the government on the implementation of consumer protection as referred to in paragraph (1) is carried out by the Minister and/or related technical ministers." As for matters relating to Development of consumer protection implementation as referred to in paragraph (2) includes efforts to: a. create a business climate and grow healthy relationships between business actors and consumers; b. develop community-based consumer protection institutions;

c. improve the quality of human resources and increase research and development activities in the field of consumer protection. More on Article 30 paragraph (1) states: "Supervision of the implementation of consumer protection and the implementation of the provisions of the laws and regulations is carried out by the government, the community, and non-governmental consumer protection institutions. Paragraph (2) "Supervision by the government as referred to in paragraph (1) is carried out by the Minister and/or related technical ministers". It is very clear that supervision of the implementation of consumer protection is not only the task of the government, but also the task of the Community and non-governmental consumer protection institutions and supervision by the government is carried out by the Minister and/or related technical ministers who are in charge of this matter.

Legal Protection For Consumers Against The Purchase Of Expired Products On The Market

Any consumer who is harmed by a business actor who trades his goods dishonestly and transparently can sue him through an institution tasked with resolving consumer disputes. Consumer disputes can be resolved through the courts and out of court. Settlement through the courts is in the general court environment. Settlement outside the court can be through peaceful means in accordance with the agreement of the disputing parties. Settlement of disputes carried out outside the court does not eliminate criminal responsibility for the business actor, as regulated in the Law. Regarding efforts to resolve consumer disputes outside the courts, if no peaceful efforts are found, then the consumer can file a lawsuit through the courts. Lawsuits can not only be filed by consumers as the injured party, but also their heirs, non-governmental consumer protection institutions, and the government. Settlement of consumer disputes outside the court is usually held to reach an agreement on the form and amount of compensation and/or on certain actions to ensure that the losses suffered by the consumer or other parties will not happen again or will not be repeated. Settlement of consumer disputes outside the court can be done through the Consumer Dispute Resolution Agency (BPSK). As stipulated in UUPK Number 8 of 1999 concerning Consumer Protection, it is stated in CHAPTER XIII concerning SANCTIONS that administrative sanctions will be imposed on business actors who violate Article 19 paragraph (2) and paragraph (3), Article 20, Article 25, and Article 26 in accordance with Article 60 paragraph (1), and paragraph (2) states that administrative sanctions in the form of determining compensation of a maximum of IDR 200,000,000.00 (two hundred million rupiah).

Furthermore, apart from administrative sanctions, there are also criminal sanctions for business actors which are regulated in Article 61: "Criminal prosecution may be carried out against business actors and/or their managers." Article 62 paragraph (1) states: "Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah). Paragraph (2): "Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16 and Article 17 paragraph (1) letter d and letter f shall be punished with imprisonment for a maximum of 2 (two) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiah)." Article (3) For violations that result in serious injury, serious illness, permanent disability or death, the applicable criminal provisions shall be applied." Furthermore, for criminal sanctions as referred to in Article 62, additional penalties may be imposed, namely: a. confiscation of certain goods; b. announcement of the judge's decision; c. payment of compensation; d. order to stop certain activities that cause consumer losses; e. obligation to withdraw goods from circulation; or f. revocation of business license.

The legal responsibility of the Defendant as the Seller of Expired Products based on High Court Decision Number 264/Pid.Sus/2015/PT.PBR is as follows:

Considering, that based on the Prosecutor's Letter of Demand No. Reg. Case: PDM-103/Pku/11/2015 dated 10 November 2015, the Defendant has been charged as follows:

1. Declare that the Defendant RONI ARCAN AMBARITA is guilty of committing a criminal act as regulated and subject to criminal penalties in Article 62 Paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection;
2. Sentencing the Defendant to 2 (two) years imprisonment minus the sentence already served by the Defendant with the order that the Defendant remain in detention;

3. Establishing evidence in the form of:

- 19 (nineteen) sacks of expired milk.
- 95 (ninety five) sacks of expired milk.
- Seized for destruction.
- 1 (one) unit Colt T BA 8952 SN pick-up car and STNK.
- Cash Rp. 2,700,000,-.

Returned to witness Yance Robinson.

4. Determine that the Defendant be burdened with paying court costs of Rp. 3,000,- (three thousand rupiah);

Considering, that the Pekanbaru District Court has issued decision Number 807/PID.SUS/2015/PN.Pbr dated 24 November 2015, the ruling of which reads as follows:

1. Declaring that the Defendant RAA alias R has been proven legally and convincingly guilty of committing the crime of "Trading goods that do not meet the standards required in accordance with statutory provisions";
2. Sentencing the Defendant to imprisonment for: 1 (one) year and 8 (eight) months;
3. Determine that the period of detention served by the Defendant is deducted in full from the sentence imposed;
4. Ordering the Defendant to remain in custody;
5. Establishing evidence in the form of:
 - 19 (nineteen) sacks of expired milk.
 - 95 (ninety five) sacks of expired milk.
 - Seized for destruction.
 - 1 (one) unit Colt T BA 8952 SN pick-up car and STNK.
 - Cash Rp. 2,700,000,-.Returned to witness Yance Robinson.

6. Charge the Defendant with the costs of this case in the amount of Rp. 3,000,- (three thousand rupiah);

Considering, that against the decision of the first instance court, the Defendant on 26 November 2015 and the Public Prosecutor on 30 November 2015 have stated an appeal before the Clerk of the Pekanbaru District Court as stated in the deed of appeal request Number: 57/Akta.Pid/2015/PN.Pbr and this appeal request has been notified in detail to the Public Prosecutor and the Defendant on 30 November 2015; The appeal memorandum from the Public Prosecutor dated 8 December 2015 was received at the Pekanbaru District Court Clerk's Office on 10 December 2015. The appeal memorandum was received and submitted to the Defendant on 18 December 2015;

The Defendant's appeal memorandum dated 21 December 2015 was received at the Pekanbaru District Court Clerk's Office on 23 December 2015. The appeal memorandum was received and submitted to the Public Prosecutor on 28 December 2015; Considering, that before the files were sent to the Pekanbaru High Court, the Clerk of the Pekanbaru District Court had provided sufficient opportunity to study the case files to the Public Prosecutor and the Defendant on December 8, 2015 Number: W4-U1/3697/HK.01/XII/2015; Considering that the appeal request from the Public Prosecutor and the Defendant was submitted within the time limit and in accordance with the method and conditions stipulated in the Law, the appeal request can be formally accepted;

Considering, that the Public Prosecutor in his appeal memorandum consisting of 3 (three) pages essentially states the following:

- That the sentence imposed by the Panel of Judges a quo, namely imprisonment for 1 (one) year and 8 (eight) months, in our opinion does not fulfill a sense of justice because the impact that can be caused by the perpetrator's actions is very large, as the facts revealed in court and used as considerations by the Panel of Judges in deciding this case include the Defendant's actions which have been 3 (three) times or repeatedly, selling expired SGM powdered milk, where SGM powdered milk is in fact powdered milk consumed by babies and toddlers or children, so that the impact that can be caused by

reselling expired powdered milk to the public is the consumption of milk that is no longer suitable for consumption and can endanger public health, especially babies and toddlers.

- That the expired SGM powdered milk sold by the Defendant is usually purchased by residents or people outside the city of Pekanbaru, so that the Defendant cannot reach the circulation in its intended use and if consumed by the community, especially children, it can endanger health or even cause death because milk that is no longer suitable for consumption or has expired should be destroyed by burning, not to be stored in the Defendant's house which the Defendant then resells at a low price to obtain the Defendant's personal profit. This is confirmed by the statement of the Expert from the Department of Industry and Trade whose statement was previously heard in court.

Considering, that the Defendant in his appeal memorandum consisting of 8 (eight) pages and its attachments essentially states the following:

- That expired milk which is the object of the case as the object of the transaction to be traded according to the testimony of witnesses Yance Robinson and the Appellant was agreed upon together for the purposes and used as raw materials, as auxiliary materials or additional materials for making chicken feed and fattening cattle. This is reinforced by the statements of the two witnesses Ade Charge Faldy Madesta Manuhutu and Tri Sutrisno Siregar. This confirms that the object of the case is an object within the scope of a commercial transaction and not a consumer transaction.
- That the sentence imposed by the Panel of Judges a quo, namely imprisonment for 1 (one) year and 8 (eight) months with the previous demand of 2 (two) years in prison, according to the Appellant does not reflect justice where witness Yance Robinson who was previously demanded only 1 (one) year in prison and was sentenced to 8 (eight) months in prison. The sense of justice that was injured was clearly visible from the witnesses, evidence and facts of the trial with the same trial schedule, but the schedule for the prosecution hearing and the verdict hearing were different. If presented, the verdict of witness Yance Robinson of 8 (eight) months in prison is the same as 30% lower than the demand of the Public Prosecutor for 1 year in prison. This privilege was obtained by witness Yance Robinson without having to present an Ade Charge witness and without submitting a plea. Meanwhile, the Appellant was demanded 100% (one hundred percent) higher than witness Yance Robinson, namely 2 (two) years in prison and was decided 5.25% (five point two five percent) of the demand, namely 1 (one) year and 8 (eight) months in prison. This decision increases the high percentage of the difference in verdict between the Appellant and witness Yance Robinson to 120% (one hundred and twenty percent).

Considering, that after the Panel of Judges of the High Court read and carefully examined the case file a quo, the official derivative of the decision of the Pekanbaru District Court No. 807/Pid.Sus/2015/PN.Pbr dated 24 November 2015, the appeal memorandum from the Public Prosecutor and the Defendant, is of the opinion as considered below;

Considering that the legal considerations of the first instance court as outlined in its decision are correct and proper, therefore these considerations are taken over and used as their own considerations by the Panel of Judges of the High Court in deciding this case at the appeal level, except for the length of the sentence imposed on the Defendant, the Panel of Judges of the High Court does not agree with the following considerations;

Considering, that in addition to what has been considered by the first instance Court regarding the aggravating and mitigating factors for the Defendant in the case before the first instance Court imposed a sentence, the Panel of Judges of the High Court is of the opinion that the sentence imposed on the Defendant by the first instance Court is too high and is not commensurate with the level of the Defendant's actions which only sold the expired SGM milk to Yance Robinson Sianipar in the sense that the Defendant sold it to someone only, not sold it freely on the market, moreover when the expired powdered milk was loaded into the car, suddenly witnesses Hendra Lelana and witness Hendriadi (Police Members) immediately secured it (see decision page 7);

Considering, that based on the above considerations, the Panel of Judges of the High Court is of the opinion that the sentence imposed on the Defendant is reasonable to be reduced by referring to the principle of balance of the criminal acts committed by the Defendant so that the sentence to be imposed on the

Defendant as stated in the verdict of this Panel of Judges of the High Court is of the opinion that it is balanced with the level of the Defendant's actions;

Considering, that based on the above considerations, the decision of the Pekanbaru District Court Number 807/Pid.Sus/2015/PN.Pbr dated 24 November 2015 which was requested for appeal must be changed only in terms of the length of the sentence imposed on the Defendant, the full sentence of which is as stated in the verdict of this decision;

In view of provisions of Article 62 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection, Law No. 8 of 1981 concerning the Criminal Procedure Code and other regulations related to this case; so that the High Court decided to try:

- Accepting appeal requests from the Public Prosecutor and the Defendant;
- Changing the decision of the Pekanbaru District Court Number: 807/PID.SUS/2015/PN.Pbr dated 24 November 2015 which was appealed only for the length of the sentence imposed on the Defendant, the full verdict reads as follows:
 1. Declare that the Defendant RONNY ARCAN AMBARITA alias RONI, has been proven legally and convincingly guilty of committing the crime of "Trading goods that do not meet the standards required in accordance with statutory provisions";
 2. Therefore, to sentence the Defendant to 1 (one) year in prison;
 3. Determine that the period of detention served by the Defendant is deducted in full from the sentence imposed;
 4. Ordering the Defendant to remain in custody;
 5. Establishing evidence in the form of:
 - 19 (nineteen) sacks of expired milk.
 - 95 (ninety five) sacks of expired milk.Seized for destruction.
 - 1 (one) unit Colt T BA 8952 SN pick-up car and STNK.
 - Cash Rp. 2,700,000,-.Returned to witness Yance Robinson.
 6. Charge the Defendant to pay court costs at both levels of court, with the appeal level being Rp. 2,500,- (two thousand five hundred rupiah);

So, the conclusion is for business actors who commit fraud in trade/buying and selling to consumers, sanctions will apply, both administrative sanctions and criminal sanctions as regulated by law.

IV. CONCLUSION

1. The responsibility of business actors to consumers for the trade of expired food and beverage products is carried out through compensation in the form of money and replacement of goods that have been purchased with the same goods with better quality. Responsibility to consumers that has an impact on their health is carried out through compensation for health recovery costs.
2. Legal protection for consumers has not been fully realized as stated in Law Number 8 of 1999 concerning consumer protection. This can be seen from the large number of business actors who distribute expired food and beverages in the market. The application of criminal penalties that have not been widely implemented will not provide a deterrent effect for dishonest and fraudulent business actors. And this behavior will continue to occur, and the perpetrators will continue to increase. Therefore, it is necessary to apply the law in law enforcement for business actors who are dishonest and not transparent in selling their merchandise.

REFERENCES

- [1] Farhan Nandiva, 2023, The Role of BPOM in Supervising Expired Food Products, *Wahana Pendidikan Scientific Journal*, January 9 (1), 132-138.
- [2] Hasan, Iqbal, 2004, Analysis of Research Data with Statistics, PT Bumi Aksara, Jakarta.
- [3] Adam Chazawi, 2010, Crimes Against Life, (Jakarta: Rajawali Pers, Fifth Edition).
- [4] Soerjono Soekanto and Sri Mamuji, 2013, Normative Legal Research: A Brief Review. Jakarta: Raja Grafindo Persada.
- [5] Dennys William et al., 2023, Legal Accountability for Perpetrators of Electricity Theft in Balikpapan City, *Lex Suprema Journal*, August 21.
- [6] Erwin Harahap, D., Astuti Kuswardani, R. ., HS Siregar, T. ., & Darwis, M. . (2024). Nira Production In Terms Of Slope Level In South Tapanuli District. *International Journal of Science and Environment (IJSE)*, 4(4), 112–116.<https://doi.org/10.51601/ijse.v4i4.115>
- [7] Fitra Syawa Harahap, Arman, I. ., Harahap, N. ., Ahmad Syawaluddin, F. ., & Fitra Yana, R. . (2022). Provision of Chicken Manure and Urea Fertilizer on the Chemical Characteristics of Ultisol Soil in Bilah Barat District. *International Journal of Science and Environment (IJSE)*, 2(3), 98–103.<https://doi.org/10.51601/ijse.v2i3.34>
- [8] Tari Honda, J., M. Yelwa, J. ., Ulteino, AN ., Abudllahi, S. ., A. S. U. ., Anchau, HG ., & Michael Kalu, K. . (2023). Optimization Of Biosorption Conditions For Crude Oil Spills Using Acetylated And Unacetylated Biosorbents Derived From Cissus Populnea Leaves Stem And Roots. *International Journal of Science and Environment (IJSE)*, 3(2), 51–65.<https://doi.org/10.51601/ijse.v3i2.67>
- [9] Sinambela, M. ., Simangunsong, S., & Harahap, A. . (2023). Conditions Of Phytoplankton Community Structure In Lake Toba Ajibata, Toba Samosir Regency. *International Journal of Science and Environment (IJSE)*, 3(2), 66–70.<https://doi.org/10.51601/ijse.v3i2.68>
- [10] Rosenta Purba, I., & Harahap, A. . (2022). Plankton Diversity In The Labuhanbatu Bilar River. *International Journal of Science and Environment (IJSE)*, 2(2), 63–68.<https://doi.org/10.51601/ijse.v2i2.27>
- [11] Utandi Harahap, S. ., Syawal Harahap, F., Walida, H. ., & Rizal, K. . (2024). Study of Soil Physical Properties of Oil Palm Plants (*Elaeis Guinensis* Jacq) in the Labuhanbatu University Practice Area in Rantau Selatan District. *International Journal of Science and Environment (IJSE)*, 4(3), 91–96.<https://doi.org/10.51601/ijse.v2i3.49>
- [12] Komang Ayu Trisna Yanti Kadek Julia Mahadewi, 2023, Consumer Protection for Expired Goods Circulating in E-Commerce In Article of Law Number 8 of 1999, *Citizenship Journal*, Vol. 7 No. 1 June, 650-661.
- [13] Natalia Atom Pricilla. 2014, “Protection of Consumers of Expired Food and Beverages.” *Journal of Legal Studies* 7, No. 5.
- [14] Peter Mahmud Marzuki, 2007, Legal Research, Kencana Prenada Group: Jakarta.
- [15] Soerjono Soekanto and Sri Mamuji, 2013, Normative Legal Research: A Brief Review, Raja Grafindo Persada, Jakarta.
- [16] Law Number 8 of 1999 concerning Consumer Protection.