



## CONSUMER PROTECTION AGAINST DIFFERENT PRICE TAGS AT THE INDOMARET MATANG GLUMPANGDUA CASHIER IN THE REVIEW OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION

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### Abstract

*Cases of price differences, forms that are too small or difficult to see by consumers, differences in price labels and receipt prices at the checkout, price placement that does not match the goods, writing that is blurry so that it is difficult to read are usually considered less important, but this is actually very detrimental and has violated Law Number 8 of 1999 concerning Consumer Protection. If it is related to Law Number 8 of 1999 concerning Consumer Protection in Article 4 letter (b) it is clearly stated that one of the consumer rights is the right to choose goods and services and obtain goods and services according to value and guarantee. From the results of observations made by researchers at Indomaret Matang Glumpang Dua, it was found that there are cases of differences in price tags and cashier prices, this can make consumers stuck with price tags with the price paid, our people's habits are not careful about refunds or looking back at the price list from the payment receipt, although there are no complaints from consumers regarding the price difference, this may be due to the low level of consumer accuracy or the habit of conducting traditional transactions. Errors on the price tag with the price list on the payment counter machine often occur at the Indomaret Matang Glumpangdua Minimarket, where the price listed and when paying for the difference is due to inaccurate administration, with price changes that occur too often following instructions from PT. Indomarco Prismatama will hereby cause a price difference.*

**Keywords:** *Consumer protection, Price Tags, Cashier*

### 1. INTRODUCTION

The consumer protection law as a legal tool is not intended to kill businesses, but rather as an effort to increase awareness so that in running a business, one must act honestly and responsibly. Based on 1 point 1 of the Consumer Protection Act, it means that "consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Consumer protection is needed, considering that in reality consumers are always on the losing side". Choose the retail industry as a shopping center because the industry sells more complete products, has a neat, clean layout, with prices that are clearly stated on the product and 24-hour service availability, and is more convenient than traditional markets. .

The increasing pattern of people's thinking has changed the consumptive mindset of people in consuming and getting products. Consumers who previously only prioritized transactional services to obtain products have now changed to good excellent service for all transactions. The existence of this pattern encourages retailers to compete with each other in providing the best service in order to have high credibility in the eyes of consumers. Best service in the retail industry includes direct service and indirect service. Direct services are usually in the form of pricing, product quality, promotions and others, whereas indirect services are in the form of convenience when shopping, store cleanliness, eligibility of products sold, store security, as well as other

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facilities that can be felt by consumers but not indirectly shown. to consumers. Apart from the various conveniences and facilities offered, the retail industry also has several drawbacks, including still managing the standard contract system as is commonly owned by modern types of markets.

In Indonesia, especially Aceh Province, until now the problem of consumer protection is not a new problem, until now the legal boundaries for consumer protection are still diverse. Even so, this consumer protection law aims to protect consumer interests and balance the position of consumers and business actors. Until now, the position of consumers is still very weak and requires protection of their interests. The relationship between consumers and business actors that continues to develop requires a rule that provides certainty regarding the responsibilities, rights and obligations of each party.

Some of the cases that the author has explored are the absence of prices for products sold in these modern stores. Some of them have a price listed but it turns out to be different from the actual price when it arrives at the cashier, and consumers tend to be required to pay a larger amount of money than the price stated on the product label. This phenomenon still occurs very frequently, and is still widely discussed among consumers who feel aggrieved by such seller practices.

In order to avoid harm to consumers caused by fraud, Law Number 8 of 1999 concerning Consumer Protection Article 4 stipulates consumer rights as follows:

- a. The right to comfort, safety, security in consuming goods and or services;
- b. The right to choose goods and or services and obtain goods and services or are referred to in accordance with the exchange rate and the conditions and guarantees promised;
- c. The right to information that is correct, clear and honest regarding the condition of the guarantee of goods and or services;
- d. The right to have their opinions and complaints heard about the goods and or services used;
- e. The right to obtain advocacy, protection and efforts to settle protection disputes properly;
- f. The right to obtain consumer guidance and education;
- g. The right to be treated or served properly and honestly and not discriminatory;
- h. The right to obtain compensation, compensation and or replacement, if the goods and or services received are not in accordance with the agreement or as they should be.

Cases of price differences, forms that are too small or difficult to see by consumers, differences in price labels and receipt prices at the checkout, price placement that does not match the goods, writing that is blurry so that it is difficult to read are usually considered less important, but this is actually very detrimental and has violated Law Number 8 of 1999 concerning Consumer Protection. If related to Law Number 8 of 1999 concerning Consumer Protection in Article 4 letter (b) it is clearly stated that one of the consumer rights is the right to choose goods and services and obtain goods and services according to value and guarantee. Based on Constance d of Law Number 8 of 1999 Concerning Consumer Protection, the existence of these laws and regulations is expected to provide protection for consumers in order to provide protection for consumers in order to create welfare for consumers, but in fact these cases still often occur in several shopping centers or supermarkets.

From the results of observations made by researchers at Indomaret Matang Glumpang Dua, it was found that there are cases of differences in price tags and cashier prices, this can make consumers stuck with price tags with the price paid, our people's habits are not careful about refunds or looking back at the price list from the payment receipt , although there are no complaints



from consumers regarding the price difference, this may be due to the low level of consumer accuracy or the habit of conducting traditional transactions.

Errors on the price tag with the price list on the payment counter machine often occur at the Indomaret Matang Glumpang Dua Minimarket, where the price listed and when paying for the difference is due to inaccurate administration, with price changes that occur too often following instructions from PT. Indomarco Prismatama, with this there will be a difference in the price of "Atomic Beans" which was originally seen on the price tag at Rp. 7,600 but due to a promo, the price dropped to Rp. 6,500 - then when paying at the cashier it is still the basic price of IDR 7,600. That way there is a difference and the price difference is IDR 1,100. For instant coffee products, there was also a difference in their "Torabika Kopi Instant Galus" after arriving at the cashier and starting to be transacted by the cashier, it turned out that the price was different from the price tag that was originally priced at Rp. 11,200, - different from the cashier's price of Rp. 13.200,-. With this there is a price difference of IDR 1,000. Furthermore, the price of milk items also experienced the price difference is Rp. 3,500, - as well as granulated sugar, there is a price difference of Rp. 1,000,-.

There are several items whose price placement does not match the name of the product, thus tricking consumers into buying them because they are considered cheap, usually this happens in snacks and it happens and is left for days and not replaced by employees. Even though there are many items on display at the outlet, it does not mean that the employees are negligent in changing the price tags. So that there is no difference in consumer understanding about the difference in price tags with prices at the cashier. Employees must also be able to provide solutions to consumers if there is a price difference properly.

Based on these things, the researcher is interested in exploring this problem by conducting research entitled "Consumer Protection Against Different Price Tags at Indomaret Matang Glumpangdua Cashiers in Review from Law Number 8 of 1999 Concerning Consumer Protection".

## 2. IMPLEMENTATION METHOD

The research method is a way of doing something by using the mind carefully to achieve a goal by searching, recording, formulating and analyzing to compiling reports. The research methods used in the research include: types of research, research approaches, research locations, data sources, data collection methods and data analysis methods.

### Type of Research

In this study using the type of empirical legal research (juridical). Empirical research, namely legal research by approaching existing facts by conducting observations and research in the field, is then studied and reviewed based on the relevant laws and regulations as a reference for solving problems.

### Type of Approach

The research approach is a problem related to the way a person reviews and approaches the problem according to his scientific discipline. As an effort to see the problems examined by research using empirical juridical.

According to Soejono Soekanto, what is meant by an empirical juridical approach is that a legal system is a reflection of a social system because Therefore, a law will apply if the law is

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through certain procedures and by certain institutions and the law can be enforced against the people affected by the law.

Empirical juridical approach to law can be done by :

- a. Accurately identify social problems in order to develop appropriate formal laws to regulate them. From this research it can be obtained that there are still many consumers who are not aware of the existence of a standard clause on the price tag with different cashier prices at Indomaret Matangglumpangdua.
- b. Understanding consumer responses to differences in price tags and cashier prices at Indomaret Matangglumpangdua. In accordance with this research, many consumers do not see the existence of these standard clauses because the writing is small or the placement is not appropriate, so it is difficult to understand.

**Data Source**

Data sources are anything that can provide information about data. Based on the source, the data in this study are divided into three, namely primary data and secondary data.

- a. Primary data

Primary data is data obtained or collected directly in the field by people who carry out research or those who need it. To complete the data, field research was also carried out with taking the necessary documentation and by interviewing respondents and informants.

- b. Secondary data

- 1) Legal Materials

- a) Civil Law Act
- b) Law Number 8 of 1999 concerning Consumer Protection

- 2) Secondary Legal Materials

Secondary legal materials are materials that provide explanations to primary legal materials in this case theories, text books and documents relevant to the problem under study such as legal literature, papers, scientific articles and so on.

- 3) Tertiary Legal Materials

Tertiary legal materials, namely legal materials that provide explanations of primary legal materials and secondary legal materials consisting of a law dictionary, summaries of terms and other legal meanings.

**Location, Population and Research Sample**

- a. Research sites

This research was conducted at Indomaret Matang Glumpang Dua, Peusangan District, Bireuen Regency, then the research examined it with existing regulations, namely Law Number 8 of 1999 concerning Consumer Protection.

- b. Research Population

The research population in this study were consumers and cashiers at Indomaret Matanglumpang Dua, Peusangan District, Bireuen Regency.

- c. Research Sample

The determination of the sample for this study was carried out purposively (purposive sampling) taken from several people from the entire population consisting of respondents and informals. The reason for taking research techniques is based on the consideration that



the samples taken are samples that are in accordance with research objectives based on research objects to answer existing problems.

The respondents and informants in this study included :

- a. Respondents
  - 1) Two (2) consumers who make purchases at Indomaret Matang Glumpang Dua.
  - 2) One (1) Indomaret Matang Glumpang Dua cashier.
- b. Informants

Mrs. Riza Fitriani M.Si served in the field of Trade Supervision Young Expert of the Bireuen Industry and Trade Office.

### Data Collection Techniques

In this study the authors used qualitative research techniques. This is a type of method that focuses on reasoning based on objective social reality. Qualitative research methods are in-depth data collection regarding the activities of a program. Participant behavior and broad human interaction. In this case for data collection to be used as support in research. So the authors use several steps related to the research method.

To obtain data that is relevant to the issue of price tags that are different from the price of the Indomaret Matangglumpangdua cashier, they are:

- a. Interview

The interview method is the collection of data by way of question and answer unilaterally in a systematic way and based on research objectives. This interview method is used to obtain information, information or explanations about the problem in depth so that accurate and reliable data is obtained because it is obtained directly without intermediaries. The interview technique in this study was a guided interview technique equipped with an interview guide. The interview method used by the researcher here was as a support in collecting data and completeness of the data.
- b. Observasi

Observation is a method of collecting data through direct and careful observation of the symptoms being investigated. The observation used was direct observation, namely to obtain data from subjects with participant observation, namely research by making in-depth and thorough observations on matters relating to the object of research by involving social interaction between researchers and respondents in one study during data collection. The data obtained in direct observation is concrete data about the subject. Furthermore, the data is processed and the results are then made in the form of words and writing. The use of the observation method is intended to explore or as an introduction to starting research.

### Data Analysis Techniques

Qualitative data analysis is carried out if the empirical data obtained is qualitative data in the form of a collection of words and not a series of numbers and cannot be arranged into categories/classification structures. Data may be collected in a variety of ways (observation, interviews, document digests, tape recordings) and are usually pre-processed before they are ready for use (through note-taking, typing, editing or transcribing), but qualitative analysis still uses

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words that usually compiled into extended text, and do not use mathematical calculations or statistics as an analytical tool.

According to Miles and Huberman, analysis activities consist of three streams of activities that occur simultaneously, namely data reduction, data presentation, and conclusion/verification. Occurring simultaneously means data reduction, data presentation, and drawing conclusions/verification as something that is intertwined with each other cyclical processes and interactions before, during, and after data collection in a parallel form that builds general insights called "analysis".

### **3. RESULTS AND DISCUSSION**

#### **Consumer Protection Against Different Price Tags at Cashier's Prices In terms of Law Number 8 of 1999 concerning Consumer Protection**

Regulating consumer rights through laws is part of its implementation as a welfare state, because the 1945 Constitution is a political and economic constitution, a constitution that adheres to the concept of a welfare state and grew out of socialist influences since the 19th century. Through Consumer Protection Law No. 8 of 1999 which regulates nine consumer rights, namely:

- a. The right to comfort, security and safety in consuming goods and or services.
- b. The right to choose goods and/or services and obtain said goods and/services in accordance with the exchange rate and the conditions and guarantees promised.
- c. The right to correct, clear and honest information regarding the conditions and warranties of goods and or services.
- d. The right to be heard opinions and complaints about the goods and or services used.
- e. The right to obtain protection advocacy and proper efforts to resolve consumer protection disputes.
- f. The right to obtain consumer guidance and education
- g. The right to be treated or served properly and honestly and not discriminatory.
- h. The right to receive compensation, compensation and/or reimbursement, if the goods and or services received are not in accordance with the agreement or are not as they should be.
- i. Rights that are regulated in other statutory provisions.

From the nine points of consumer rights above, it can be seen that consumer security, comfort and safety are the most basic and most important things in consumer protection. Use of goods and/or services that do not provide convenience and consumer safety is clearly not fit for distribution in society. In addition, to ensure that the goods and/or services used are comfortable, safe or not detrimental to consumers, consumers have the right to choose the goods and/or services they want based on correct, clear and honest disclosures. Consumers have the right to be heard, to receive defense, guidance, fair treatment and compensation in the event of unwanted deviations. Consumer rights as stated in Article 4 of the Consumer Protection Act, are broader than the basic consumer rights as first stated by the President of the United States J.F Kennedy before congress on March 15, 1962 which consisted of:

- a. The right to security
- b. The right to vote
- c. Right to information
- d. Right to be heard



These four rights are part of the declaration of human rights proclaimed by the United Nations on December 10, 1948, respectively in Articles 3, 8, 19, 21 and Article 26 which by the World Consumer Organization (IOCU - International Organization of Consumers Unions) ) added four other basic consumer rights, namely:

- a. The right to obtain the necessities of life.
- b. The right to obtain compensation.
- c. The right to obtain consumer education.
- d. The right to obtain a clean and healthy living environment.

In addition, to achieve the objective of regulating consumer protection as stipulated in the Consumer Protection Act, it is necessary to balance the regulation of the rights and obligations of the parties involved in trade circulation, including consumer business actors. In Article 7 of Law Number 8 of 1999 concerning Consumer Protection, it is stated that the various types of obligations of business actors are as follows :

- a. Have good faith in running their business.
- b. Provide true, clear and honest information regarding the conditions and warranties of goods and or services and provide explanations for use, repair and maintenance.
- c. Treating or serving consumers properly and honestly and not discriminatory.
- d. Ensure the quality of goods and or services produced and or traded based on the provisions of the applicable quality standards for goods and or services.
- e. Providing 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.
- f. Providing compensation, compensation and or reimbursement for losses resulting from the use, use and use of traded goods and or services.
- g. Providing compensation, compensation and or replacement if the goods and or services received or used are not in accordance with the agreement.

The existence of a price difference listed on the price tag and at the cashier, without an explanation either in writing or verbally from Indomaret Matang Glumpang Dua, especially regarding the difference in price, certainly creates confusion for consumers. This often occurs in the pre-transaction process that consumers carry out in buying goods. However, there must be a price difference on the shelf and at the cashier, consumers never complain about this problem as explained by Fitri

"During my time working at Indomaret Matang Glumpang Dua, no consumer has complained about the price of the goods they are buying. Most consumers ask the price of a product that is currently being promoted. Once upon a time, consumers asked about the difference between the price charged and the price when paid. Usually we explained that the price change was new. It just happened on the main server, so we haven't had time to change the price of Dirak."

With this incident, various reasons were obtained from Indomaret Matangglumpangdua. The reason is in the form of no time to make a price table on the price tag for the price of an item that has changed (not yet updated) and there are even leaks from managers who intentionally include different prices so that there is a difference, the price on the price tag and the price being cashed out. this is because there has never been any question of the price difference or any protests from consumers at Indomaret Matang Glumpang Dua.

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Meanwhile, according to consumers who have been interviewed by the author explained that.

"I once received the price of Dirak goods being different from the price of the goods when paid, but I have never complained about this because the price difference was only the difference between 500-1000 rupiah which I don't really debate, even in my opinion, when you look at the prices of Dirak goods, consumers feel a little rigged because many price tags have faded, we ourselves do not know the name of the product because it is hard to read, there is even an inappropriate placement of price tags"

Likewise, other consumers interviewed by the author got the same answer, along with the results of the interview. "Once, I found several products that did not match the price when paid, the product I found was Citatos, the price difference was only Rp. 500 rupiah, and another loreal face wash, the difference is Rp. 700."

The above shows that one of the obligations of business actors, in this case Indomaret Matangglumpangdua, has not been fulfilled, namely the obligations contained in Article 7 letter b of the Consumer Protection Act, concerning the obligation of business actors to provide correct, clear and honest information regarding conditions and guarantee of goods and/or services as well as providing an explanation of use, repair and maintenance.

The importance of conveying correct information to consumers regarding a product, so that consumers are not mistaken about the description of a particular product, then the delivery of information can be in the form of representations, warnings or in the form of instructions. The need for correct representation of a product because one of the causes of harm to consumers is misrepresentation of a product so that consumers are tempted by advertisements or brochures that do not always contain correct information, because in general they only highlight the promoted price discounts. on the other hand, when the discount period ends, the promotion is not removed, which is often done by Indomaret Matang Glumpang Dua.

**Legal Completion Efforts and Responsibilities of Indomaret Matangglumpangdua Against Consumers who are Disadvantaged of Different Prices**

The existence of a difference in the price listed on the price tag and the price at the cashier, can be said to be an unlawful act, if it has fulfilled the elements of an act of resistance, namely:

1. Someone must do the deed

If a business actor intentionally or because of negligence has listed a price that is different between the price on the price tag and the price listed at the cashier without providing clear information regarding the difference in price. According to Article 1365 of the Civil Code, whether an act was committed intentionally, or was carried out due to negligence, the legal consequences are the same, namely that the business actor remains responsible for paying compensation for losses suffered by other people due to unlawful acts committed because of business mistake.

2. The act violated the law

The difference in the price listed on the price tag and the price at the cashier has been proven to violate the law, because the provisions of Article 7 letter b of the Consumer Protection Act are not fulfilled and business actors have committed prohibited acts as stated in Article 10 letter a of the Consumer Protection Act.



3. The act must cause harm to other people

Actions carried out by business actors in setting prices that differ between the prices listed on the price tags and the prices at the cashier will obviously cause harm to consumers because consumers receive incorrect information, the information is misleading. In addition to the loss of obtaining incorrect information, consumers will also experience economic losses.

4. The act was due to a mistake that could be blamed on him

The inclusion of a different price between the price on the price tag and at the checkout is an act carried out by business actors that can cause harm to consumers, because by doing so consumers will receive incorrect information. Here the consumer will be the object of the actions carried out by the business actor.

Regarding the form of responsibility that must be carried out by the manager of Indomaret Matanglumpangdua so far there is no such thing as there is no form of complaint from consumers, but Indomaret itself will be responsible if the problem exists, along with the results of interviews with Indomaret Matanglumpangdua.

"If there really is such a problem, Indomaret will apologize profusely from us, but the price to be paid follows the price at the cashier and if consumers cancel the purchase of a product that they think does not match the price on the shelf with the price paid, we will who had to buy it."

In addition, there are no complaints, consumers usually compare prices at Indomaret Matanglumpangdua with those at other stores, so that cannot be used as a reference as a form of complaint that must be responded to by Indomaret.

So far, consumers still pay little attention to the price of the shelf labels, instead they compare the prices that are usually on the market, which according to them are several rupiahs cheaper than those at Indomaret"

To be able to claim compensation on the basis of an unlawful act, several conditions must be met, namely:

1. There is an act against the law
2. There is an error.
3. There is a loss.
4. There is a causal relationship between losses and mistakes.

Besides that, there are also violations of consumer rights which are classified as defaults. The definition of default here is not carrying out the performance or obligation as it should be imposed by the contract on certain parties as stated in the contract concerned.

The default consists of four types, namely:

1. Not doing what he said he would do.
2. Carry out what he promised, but not as promised.
3. Did what was promised but it was too late.
4. Doing something according to the agreement he is not allowed to do.

This act of default can occur due to intentional negligence without intentional error or negligence. In the case of default or imperfect performance in contract law, there is a doctrine known as the doctrine of substantial performance fulfillment.

If a party does not carry out its performance substantially, then he is said to have not carried out the contract materially.

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As a legal consequence of violations committed by business actors who are committed by including a different price between the price listed on the price tag and the price at the cashier without providing clear information about the difference in price, where the business actor does not carry out his obligations thereby violating a prohibited act for business actors as regulated in Article 7 letter b and Article 10 letter a of the Consumer Protection Act, so that these actions can harm consumers, consumers can demand accountability from business actors who harm them and demand compensation for losses suffered by these consumers.

When talking about legal responsibility, then we have to talk about whether there is a loss suffered by a party (in terms of the relationship between consumers and business actors) as a result of the use, utilization of products by consumers and other matters contained in the process of marketing a product carried out by business actors. The Consumer Protection Act does not provide a clear and firm formulation regarding the definition of the types of goods that can be legally accounted for, and to what extent a liability for certain goods can be imposed on business actors for errors that exist in the relationship between consumers and business actors. The However, in making claims for compensation the victim or consumer will experience several obstacles as follows:

1. Claims based on unlawful acts, namely based on the principle of responsibility on the basis of an element of error, oblige consumers who suffer losses to prove that there was an element of error committed by the business actor. If the consumer fails to prove that there was an element of error committed by the business actor, compensation will not be given to the consumer who has suffered a loss and the lawsuit has failed. Whereas for consumers who are generally unfamiliar with the production process in an industry, especially industries that use advanced technology, it is practically impossible to be able to prove exactly where the fault lies in the presence of product defects.
2. Claims must be filed through the courts, which can take quite a long time.
3. Claims through the court process require a large fee.

In the settlement of consumer disputes, both due to unlawful acts due to default and unlawful acts due to unlawful acts, have not been able to resolve consumer disputes to protect consumer interests fairly. Because the consumer's position is still weak, especially with regard to claims for compensation that require proof and reverse evidence by producers.

With this principle of absolute responsibility, the producer's obligation to compensate for losses suffered by consumers due to product defects from business actors is a business risk. Therefore, producers must be more careful in maintaining the safety and security of product use for consumers.

In addition to the regulation of the Consumer Protection Act regarding the legal consequences of violations committed by business actors in the form of different price listings between the price on the price tag and the price at the cashier, the law of agreement also regulates the legal consequences of such violations from the point of view of the agreement between consumers. and business actors.



#### 4. CONCLUSION

1. With the provisions of Article 7 letter b and Article 10 letter a of Law Number 8 of 1999 concerning Consumer Protection, it is clear that a difference in the price listed on the price tag and the price at the checkout constitutes a violation of consumer rights, especially violations in the form of providing incorrect, inaccurate and misleading information.
2. There were no demands from consumers who shopped at Indomaret Matangglumpangdua regarding the difference in the price tag with the cashier's price so that Indomaret did not take any action at all in resolving the case.

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