

LEGAL PROTECTION FOR CONSUMERS FOR ELECTRONIC GOODS THAT DO NOT HAVE SNI (INDONESIAN NATIONAL STANDARD)

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Abstract

The purpose of writing this article is to examine legal protection for consumers for electronic goods that do not have SNI (Indonesian National Standard), and understand consumer legal remedies for resolving disputes over losses caused by electronic goods that do not have SNI (Indonesian National Standard). The research method used is a normative legal research method through an approach to legislation. The results of this study show that the legal protection for consumers of electronic goods that do not have SNI (Indonesian National Standards) is protected not only by law no. 8 of 1999 concerning Consumer Protection Article 8 paragraph (1) letter a, but is also regulated by Law No. 20 of 2014 concerning Standardization and Conformity Assessment and is also regulated by the Regulation of the Minister of Industry of the Republic of Indonesia Number 15 of 2018 concerning the Enforcement of Indonesian National Standards (SNI). In Mandatory Audio Video and Similar Electronic Products. Consumer legal efforts in resolving disputes over losses caused by electronic goods that are not SNI (Indonesian National Standard) based on Law no. 8 of 1999 concerning Consumer Protection are regulated in Article 45 paragraph (1). Consumers can sue business actors through an institution tasked with resolving disputes between consumers and business actors/consumers can sue through a court within the scope of the general court.

Keywords: *Protection of the law, Consumer Protection, Non-national standard Indonesia electronic goods*

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1. INTRODUCTION

In the current era of the industrial revolution 4.0, it is undeniable that consumptive behavior by consumers regarding the need for goods, both electronic goods and other necessities, is increasing. Indonesia is a country involved in export and import activities with other countries. Import activities began in 1990. The need for imported goods in Indonesia increased after the economic crisis occurred. (Nurhayati, 2009)

On the one hand, these conditions are beneficial for consumers, because they can fulfill their needs for the products they want, and can freely choose various types and quality of products according to their needs and abilities. On the other hand, these conditions and phenomena will cause the status of business actors and consumers to become unbalanced, because the products used to meet human needs are increasingly diverse. Because correct information in Indonesian is not included, there is a gap between the correctness of product information and consumer response. (Aini & Puspitasari, 2021; Atikah, 2019)

Sales in Indonesia Many consumers suffer losses, such as falsifying product prices, not showing clear product details, and selling products that do not meet Indonesia's mandatory standards or commonly known as SNI (Indonesian National Standard). In Articles 4 and 5 of Law Number 8 of (1999b) concerning Consumer Protection, as users of goods/services consumers have several rights and obligations which are both interrelated, apart from that business actors also have rights and obligations which are regulated in Articles 6 and Article 7 Law Number 8 of 1999 concerning Consumer Protection. If consumers can use goods and/or services, the rights and obligations between consumers and business actors can run well

Compulsory enforcement of the Indonesian National Standard (SNI) on audio video and similar electronic products has been regulated by Regulation of the Minister of Industry of the Republic of Indonesia Number 15 of (2018). Regarding the Compulsory Enforcement of Indonesian National Standards (SNI) on audio video and similar electronic products. Business actors in distributing, offering, and trading the goods and/or services they produce must be carried out in a good and correct manner in accordance with the actual conditions and quality standards of goods in accordance with the Indonesian National Standard (SNI) standards that have been implemented by the government through the National Standardization (BSN).

There are times when business actors who act fraudulently act outside of the predetermined rules, resulting in violations that cause harm to consumers and ignore consumer

rights as contained in Article 4 of Law Number 8 of 1999 concerning Consumer Protection, namely the right to convenience, security and safety.

Electronic goods are no longer commonplace because electronic goods have become part of the needs of each individual / consumer's life today, that is why electronic goods need to be enforced by the Indonesian National Standard as a guarantor for security, safety and legal certainty for consumers as parties who use electronic goods both produced and traded by business actors.

What is certain is that these electronic goods have SNI (Indonesian National Standards) which are traded by business actors in traditional markets, modern markets, as well as shops that circulate throughout Indonesia. So that in this research it is important and very much needed counseling and legal protection for consumers of electronic goods that do not have SNI (Indonesian National Standards) in order to create a sense of security and legal certainty for consumers in purchasing electronic goods circulating in markets, both traditional and international markets. modern markets located throughout Indonesia.

As written in the previous journal entitled "Legal Protection of Consumers of Electronic Products Labeled with SNI according to law no. 8 of 1999 Concerning Consumer Protection", by Yuyut Prayuti and Dede Husein in 2018, it has been explained regarding Legal Protection of Consumers of Electronic Products Labeled with SNI according to Law No. 8 of 1999 Concerning Consumer Protection. (Prayuti & Husen, 2018)

When compared to this paper with the results of previous studies, there are similarities in the same topic of discussion, namely discussing consumer legal protection for SNI (Indonesian National Standard) electronic products, but the focus of the discussion is different. This paper focuses on discussing the legal protection of consumers who do not have SNI (Indonesian National Standards) which are not only studied by law no. 8 of 1999 concerning Consumer Protection only.

But also with other laws and ministerial regulations, namely reviewed with Law No. 20 of (2014) concerning Standardization and Conformity Assessment, Regulation of the Minister of Industry Regulation of the Minister of Industry of the Republic of Indonesia Number 15 of 2018 concerning the Implementation of Indonesian National Standards (SNI) on products audio video and similar electronics compulsorily, and other provisions related to SNI electronic goods. Therefore it is necessary to carry out further research regarding consumer legal protection for electronic goods that do not have SNI (Indonesian National Standards) considering that in the current era consumers are increasingly consumptive of electronic goods. Thus, the authors are interested in conducting research entitled: Legal Protection for Consumers of Non-SNI

(Indonesian National Standard) Electronic Goods. From this background the author has an interest in analyzing legal protection for consumers for electronic goods that do not have SNI (Indonesian National Standard) as well as consumer legal remedies in settlements related to losses caused by electronic goods that do not have SNI (Indonesian National Standard)).

2. METHODS

The research method that the author uses in this study is normative or juridical-normative research, namely a method that uses a statutory approach. Normative research or library research is research that examines document studies, namely using various secondary data such as laws and regulations, court decisions, legal theory, and can be in the form of expert opinions. (Adi, 2015)

The type of research used by the author is prescriptive legal research which aims to provide an overview or formulate a problem in accordance with the existing facts. So that it can be explained that this research uses normative legal methods with the aim of obtaining the clearest possible picture of the juridical review of legal protection for consumers against electronic goods that do not have SNI (Indonesian National Standards) and consumer legal remedies in resolving disputes over losses caused by electronic goods. which do not have SNI (Indonesian National Standards that can be taken by consumers against the Civil Code and Law Number 8 of 1999 concerning Consumer Protection, Law No 20 of 2014 concerning Standardization and Conformity Assessment, and Regulation of the Minister of Industry Republic of Indonesia Number 15 of 2018 concerning the Compulsory Enforcement of the Indonesian National Standard (SNI) on audio video and similar electronic products.

3. RESULTS AND DISCUSSION

A. Consumer legal protection for electronic goods that do not have SNI (Indonesian National Standard)

A legal relationship (*rechtbetrekkingen*) is a relationship between two or more legal subjects regarding the rights and obligations of one party dealing with the rights and obligations of the other party. (Soeroso, 2006) Legal relations can occur between legal subjects and between legal subjects and their objects. Relations between legal subjects can occur between people, between people and legal entities, and between legal entities. The legal relationship between the legal subject and the object is in the form of what rights are controlled by the legal subject over the object, both tangible objects, movable objects, or immovable objects. (Marzuki, 2008)

The legal relationship that occurs between business actors of electronic goods and consumers of electronic goods as mentioned earlier can give rise to rights and obligations for

each party, both for consumers and for business actors. As where consumer rights are mentioned in Article 4 of Law No. 8 of 1999 concerning Consumer Protection which must be fulfilled by business actors.

In other words, it is a legal relationship between one subject and another legal subject which in this event gives rise to rights and obligations for each legal subject (Consumer) and (Business Doer) both in buying and selling transactions and credit of electronic goods. As rights and obligations between consumers and business actors in Law no. 8 of 1999 concerning Consumer Protection is stated in Article 4, Article 5, Article 6 and Article 7.

The essence of consumer protection was born because there was a legal relationship between consumers and electronic goods business actors. This means that there is a legal relationship between business actors and consumers due to the use of electronic goods that do not have SNI (Indonesian National Standards). (Malahayati et al., 2022)

The Government of the Republic of Indonesia on April 20, 1999 in line with Resolution no. A/RES/39/248 concerning Guidelines for Consumer Protection has issued Law No. 8 of 1999 concerning Consumer Protection which came into effect a year after the law was promulgated, namely on April 20, 2000. Law no. 8 of 1999 concerning Consumer Protection is what can become a legal umbrella for consumers in Indonesia from after it was promulgated until now. (23 C.E.)

Legal protection is protection given to legal subjects that are preventive or repressive, both written and unwritten, legal protection for consumers who are harmed by electronic goods that do not have SNI (Indonesian National Standard) aims to provide justice, order, benefit and legal certainty for electronic consumers in particular.

Described in Article 1 point 1 of Law no. 8 of 1999 concerning Consumer Protection explains that consumer protection is an effort that can guarantee legal certainty for consumers while at the same time providing protection for consumers, in this case protecting against the consequences of losses caused by electronic goods that do not have SNI (Indonesian National Standards), because weak consumer position, then he must be protected by law. (Shidarta, 2004)

Legal protection for consumers due to electronic goods that are not SNI (Indonesian National Standard) is clearly regulated in Article 8 paragraph (1) letter (a) Law No. 8 of 1999 concerning Consumer Protection which regulates the prohibition that:

"Business actors are prohibited from producing and/or trading goods and/or services that do not meet or do not comply with the required standards and provisions of laws and regulations."

The Indonesian National Standard (SNI) is a standard form of formal recognition for the application of standards for the quality of certain products, the purpose of which is to provide guarantees and legal protection to consumers that the product that has been given is a product that conforms to SNI (Indonesian National Standard) where the product Those products really meet the specified quality standards and are products that are suitable for consumption.

This is due to the existence of SNI (Indonesian National Standard) which is regulated in Law no. 20 of 2014 concerning Standardization and Conformity Assessment is a real implementation of Article 8 paragraph (1) letter (a) of Law no. 8 of 1999 concerning Consumer Protection,

The process of standardization and conformity assessment according to Article 1 point 1 of Law no. 20 of 2014 concerning Standardization and Conformity Assessment and Article 1 point 2 of Law no. 20 of 2014 concerning Standardization and Conformity Assessment. It is a process of planning, formulating, establishing, implementing, enforcing, maintaining, and supervising Standards which are carried out in an orderly manner and in collaboration with all stakeholders where after that activities will be carried out to assess that goods, services, system, process, or person meets the reference requirements.

B. Consumer legal efforts in resolving disputes related to losses caused by electronic goods that do not have SNI (Indonesian National Standard)

Apart from being regulated in Law no. 20 of 2014 concerning Standardization and Conformity Assessment, arrangements regarding electronic goods with SNI (Indonesian National Standards) as a form of legal protection for consumers, are also regulated in the Regulation of the Minister of Industry of the Republic of Indonesia Number 15 of 2018 concerning the Implementation of Indonesian National Standards (SNI) in Compulsory Audio Video and Similar Electronic Products.

Compulsory enforcement of SNI 04-6253-2003 does not only apply to electronic products produced in Indonesia, but also enforcement of SNI 04-6253-2003 according to Article 3 of Regulation of the Minister of Industry of the Republic of Indonesia Number 15 of 2018 concerning the Application of Indonesian National Standards (SNI) to Products Compulsory Audio Video and Similar Electronics. It also applies to electronic goods originating from countries outside Indonesia which are imported and circulating in the territory of the Unitary State of the Republic of Indonesia. From several provisions, both through provisions in the Act

and provisions stipulated by the Ministry of Industry, the mandatory application of SNI (Indonesian National Standard) electronic goods.

This is a depiction of real and maximum consumer legal protection by the government to provide legal protection to consumers due to electronic goods that do not have SNI (Indonesian National Standard).

Legal remedies contain the meaning of efforts to resolve disputes or cases between parties but are not further legal remedies, for example appeals, cassation or judicial review. In Indonesia, disputes or disputes between parties are synonymous with criminal law, where the law used is criminal procedural law and civil law with the law used is civil procedural law. That is, the parties to the dispute or conflict are often related to public issues or private issues. (Ciptawan et al., 2022) Dispute resolution is an attempt to end conflicts or contradictions that occur in society. With this settlement, the relationship between the parties to the dispute will be restored to its original state. The scope of dispute resolution theory includes: (Salim & Nurbani, 2017)

- 1) Types of disputes;
- 2) Factors causing disputes; and
- 3) Strategy in dispute resolution.

In Article 45 paragraph (1) and paragraph (2) of Law no. 8 of 1999 concerning Consumer Protection clearly describes the legal remedies for dispute resolution that can be taken by consumers, who are harmed by electronic goods that do not have SNI (Indonesian National Standards) by suing business actors. Claims made by consumers can be through:

- 1) Institutions that have main tasks and functions in resolving disputes between consumers and business actors (outside court)
- 2) Courts that are within the scope of general courts.

Mediation here also has other advantages in resolving disputes, namely the benefits

Consumers and business actors can settle disputes by arbitration if the parties have included an arbitration clause in the agreement made by the parties in which the arbitration clause of the agreement contains the subject matter of the dispute. The settlement of disputes by arbitration has several advantages, namely the settlement by arbitration in its decision is final, and has permanent legal force that binds the parties, besides that this arbitral award also has executorial power, so that if the decision is made the winning party can submit a request for

execution to the court. if after the decision the losing party does not fulfill the obligations as stated in the decision.

Settlement of disputes between consumers and business actors through this arbitration is a decision on disputes which is carried out by the assembly that handles disputes between consumers and business actors. the consumer dispute process is continued by an assembly of at least 3 (three) people and assisted by a clerk. The decision handed down by BPSK is final and binding where the decision-making process is carried out no later than 21 (twenty one) days after the claim is received. The BPSK decision must be implemented by the business actor if there are no objections within 7 (seven) days of receiving the BPSK decision and the business actor is obliged to implement the decision. Objections can be submitted to the District Court which has relative competence no later than 14 (fourteen) working days after receiving notification of the decision. This is regulated in Article 47 of Law no. 8 of 1999 concerning Consumer Protection.

The peace efforts above, both through mediation and conciliation, if an agreement is reached for peace, a peace deed (dading) will be drawn up which refers to the Civil Code Article 1851, Article 1852, Article 1853, Article 1854, Article 1855. (1999a)

1. Legal Remedies in the General Court Environment

However, in Article 46 paragraph (2) of Law No. 8 of 1999 concerning Consumer Protection, it is explained that efforts to resolve disputes are immediately submitted to the general court if the lawsuit is filed by:

- (a) Individuals or groups of consumers who have the same interests,
- (b) Non-governmental Consumer Protection Institutions that meet the requirements, namely those in the form of legal entities or foundations, which in their articles of association clearly state that the purpose of establishing such an organization is for the benefit of consumer protection and has carried out activities in accordance with its articles of association.
- (c) The government and/or related agencies if the goods and/or services consumed or utilized result in large material losses and/or many victims.

The three parties above have the right to file a civil lawsuit at the District Court which has the authority to hear and decide on consumer disputes. The lawsuit to the District Court is a response from consumers or business actors who object to BPSK's decision. The district court that receives the objection must decide the case within 21 (twenty one) days from the receipt of the objection.

Furthermore, for the cassation process to the Supreme Court, they are given 14 (fourteen) days to submit a cassation request in which the cassation decision must be issued within 30 (thirty) days from when the cassation request is received by the Supreme Court.

Furthermore, the criminal procedural law to address the problem of criminal acts committed by entrepreneurs where the regulation of criminal acts does not only refer to Law no. 8 of 1999 concerning Consumer Protection, including the derivation of laws and regulations related to consumer protection, criminal acts committed by business actors who do not comply with SNI (Indonesian National Standards) as stated in Law no. 20 of 2014 concerning Standardization and Conformity Assessment

The process of solving consumer problems in Indonesia can be reached through 2 (two) Dispute resolution through non-litigation or out of court is carried out by the Consumer Dispute Settlement Agency (BPSK) and dispute resolution through litigation is an effort made by the disputing parties to resolve it through the judiciary. Settlement through the courts is only limited to civil procedural law and criminal procedural law.

Legal efforts that are so complex in terms of consumer protection regulations certainly provide very complete arrangements. It was shown that the settlement can be done through non-litigation channels that tend to seek peace. Such conditions illustrate the achievement of the desired legal protection in the opinion of Salmond, who states that: (Satjipto, 2000)

"The law aims to integrate and coordinate various interests in society because in a traffic of interests, the protection of certain interests can only be done by limiting various interests on the other side."

4. CONCLUSION

Based on the analysis from the research above, which the researchers previously described regarding legal protection for consumers of electronic goods that do not have SNI (Indonesian National Standards).

1. Legal protection for consumers of electronic goods that do not have SNI (Indonesian National Standard) refers to Law no. 8 of 1999 concerning Consumer Protection in addition to referring to Law no. 8 of 1999 Consumer Protection, regulation regarding legal protection for consumers of electronic goods that do not have SNI (Indonesian National Standards) also refers to Law no. 20 of 2014 concerning Standardization and Conformity Assessment, and Law no. 3 of 2014 concerning Industry, further arrangements for legal protection for consumers of electronic goods that do not have

SNI (Indonesian National Standards) can be found in the Regulations of the Minister of Industry and the Regulations of the Minister of Trade. Basically the provisions concerning consumer legal protection for electronic goods that do not have SNI (Indonesian National Standards) are an implementation of Article 9 paragraph 1 letter (a) of Law no. 8 of 1999 concerning Consumer Protection.

2. legal remedies that can be taken by consumers in resolving disputes related to losses caused by electronic goods that do not have SNI (Indonesian National Standards) can be carried out by filing a lawsuit as stated in Article 45 paragraph (1) and paragraph (2) of the Law No. 8 of 1999 concerning Consumer Protection, namely that you can file a lawsuit through 1. An institution in charge of resolving disputes between consumers and business actors outside the court (Non-litigation) and 2. Courts within the scope of general courts (Litigation) based on the voluntary choice of the disputing parties.

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