

Consumer Protection Against the Widespread Sales of Counterfeit Brand Clothing

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Article history:

Received 2024-01-12

Received 2024-03-04

Accepted 2024-04-01

Keywords:

Protection; Consumers;

Counterfeit Brands;

Losses.

DOI:

doi.org/10.26905/idjch.v15i1.14150.

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Abstract: Sales of counterfeit brand clothing are increasing rapidly in the global market, resulting in huge losses for genuine brands and consumers. In this context, the Consumer Protection Law Number 8 of 1999, protecting consumers is very important to prevent brands from purchasing potentially dangerous and fraudulent imitation clothing. The author conducted research using a type of normative legal research that can be observed in everyday life. The type of research used is descriptive and describes the circumstances in which many cases of selling counterfeit branded products occur. The data source used is a secondary data source originating from research materials. The sample used in this article is the radon sampling technique because the regulations in the Consumer Protection Law still do not have specific regulations regarding consumer protection and legal sanctions are not explained against business actors who sell goods with fake brands against consumers who sell goods. It is clear that consumers who buy goods using trademarks without the permission of the trademark owner are violating their rights. Trademarks and Indications in Law no. 20 of 2016. Regarding the online sale of fake branded goods, this is expressly stated in Article 8 letter (f) of Law Number 8 of 1999 concerning Consumer Protection. The advice in distinguishing fake goods is to know the difference between which brands are genuine and which brands are fake.

1. Introduction

Sales of counterfeit brand clothing are increasing rapidly in the global market, resulting in huge losses for genuine brands and consumers. In this context, consumer protection is very important to prevent brands from buyers of imitation clothing that are potentially dangerous and deceptive, therefore consumer protection is regulated in the Consumer Protection Law Number 8 of 1999. What is meant by consumer in the protection law consumers are end users. This is explained in the Explanation to Article 1 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection. Thus, the terms final consumer and intermediate consumer are known in economic literature. Final consumers are final consumers or users of the product, and intermediate consumers are consumers who use the product as part of the production process of other products. Therefore, consumer protection is a set of regulations and legislation that regulates the rights and obligations that arise

in meeting the needs of consumers and producers and regulates efforts to ensure the realization of legal protection for consumer interests.¹ We really need the government's role in overcoming this problem because they are at the forefront of solving this problem. The government's lack of response to this problem has resulted in many losses due to counterfeiting, especially for consumers.

Due to the government's reluctance to accelerate progress in various fields, the proliferation of fake branded clothing sold freely in shops has resulted in losses for genuine brands and consumers. In addition, along with the rapid development of society, the use of the Internet, including social media, is increasingly widespread. The presence and development of the internet and social media has certainly had a big impact on all aspects of people's lives, both directly and indirectly.² The development of the internet and social media is truly a global technological development, meaning it is not only impacts certain communities, but everyone throughout the world. Currently, due to the emergence of fake clothing brands in online transactions, very large numbers cause very significant losses due to fake branded clothing. The number of brand frauds is increasing, increasing the need for legal protection for brands. Apart from that, along with the development of the world of commerce, improvements in transportation facilities, and sales promotions, the reach of product distribution has expanded again. In conditions like this, Brand it is becoming increasingly important to distinguish the origin and quality of brand and to avoid counterfeit products. This market expansion also requires adjustments to the legal protection regime for brands used in traded products. In fact, brands are a form of intellectual work and play an important role in facilitating and increasing trade in goods and services in commercial and investment activities. Trademarks can satisfy consumers' needs for distinctiveness and distinctiveness. This is very important in an atmosphere of free competition and in ensuring the quality of products and services. Therefore, for both individual owners and business actors (legal entities), brands are economic assets that can provide significant benefits if used with due attention to business aspects and appropriate management processes.

Protection is the result of business that needs to be protected. Intellectual property is wealth that comes from the production of intelligence and thought. Those who have the ability to create intellectual property are given rights called intellectual property rights.³ Not everyone can use their brain (reason, intelligence) to the maximum. Therefore, the results of intellectual work that give rise to intellectual property rights are exclusive. Due to its exclusive nature, intellectual property rights must be protected.⁴ Intellectual property rights themselves are broadly divided into two categories, namely copyright and industrial property rights, and trademarks are one of the intellectual property rights which are classified as rights. industrial wealth and is often seen in business activities. Trademark regulations in Indonesia are regulated in Law Number 20 of 2016 concerning Trademarks and Geographical Indications.

One of the objectives of Law Number 20 of 2016 concerning Brands and Geographical Indications is to create healthy business competition between economic actors in the context of the business activities they carry out. Trademarks are a common form of intellectual property rights

¹ Sidabalok Janus, *Hukum Perlindungan Konsumen di Indonesia, Pertanggungjawaban Menurut Hukum Perdata*. Raja Grafindo Perada. 2006

² prebian peradana & vironika anjarina, *PERLINDUNGAN HUKUM TERHADAP KONSUMEN AKIBAT KERUGIAN YANG DITIMBULKAN OLEH PELAKU USAHA TOKO ONLINE DI INSTAGRAM*. Balitebangda, 9, 177-187.

³ Djumhana Muhammad, *Hak Milik Intelektual (sejarah dan prakteknya di Indonesia)*. PT. Citra Aditya Bakti. (Bandung, 1993)

⁴ Saidin H, *Aspek Hukum Hak Kekayaan Intelektual (Intellectual Property Rights)*. PT Rajagrafindo Persada. (Jakarta, 2015)

in the business world and their existence plays an important role for producers of goods and services. In the era of globalization, trade is increasing and competition between companies is getting tighter. Increasing business competition can also be seen from the increasing number of economic actors offering the same or similar products. This certainly benefits consumers because they have many choices.⁵ However, on the other hand, consumers are often confused in choosing products because of the many choices available, so brand presence becomes increasingly important to maintain healthy business competition. This is where the importance of branding lies, because a brand is an identity associated with a product. The existence of a brand helps differentiate the origin and quality of products and services, and guarantees product originality. Regarding legal protection for brand owners in Indonesia, Law Number 20 of 2016 concerning Trademarks and Geographical Indications provides a clear legal basis in Article 1, Number 5. "The right to a brand is an exclusive right granted by the state." Trademark Owner A trademark is registered for a certain period of time by using the trademark itself or by allowing someone else to use it. This means that the brand owner must register the brand first in order to create rights to the brand.

Law Number 20 of 2016 concerning Trademarks and Geographical Indications generally provides general protection for well-known brands. However, nowadays, well-known brands require greater legal protection than unknown brands. Increasingly tight competition in the economy forces economic actors to try various ways to sell their products in the market and in online media. Therefore, many economic actors use instant methods by relying on the reputation of well-known brands, both for similar and different products. Protection of similar famous marks has been well regulated in Law Number 20 of 2016 concerning Trademarks and Geographical Indications, but so far there is no clear law regarding the protection of famous marks, especially for goods and services that are not similar. There are no rules. The lack of clear regulations has created a legal vacuum in resolving high-profile trademark disputes in Indonesia. Why Consumer Legal Protection Against Do I Need Imitated Brand Goods and the Responsibilities of Business Actors to Consumers?

2. Method

In preparing this article, the author conducted research by exploring current cases, especially in Indonesia, using a type of normative legal research that can be observed in everyday life.⁶ The type of research used is descriptive and describes the situation. There are many cases of selling fake branded products. The data source used is a secondary data source originating from research materials. The data collection technique used is to observe data obtained from sources. The sample used in this article is a random sampling technique to determine the number of cases of sales of counterfeit branded products.

3. Consumer Protection

3.1 Understanding consumers

The term consumer comes from the words consumer and linguist. Consumer (English-American), or It will consume/consumption (Dutch). The meaning of the words consumer or consumer

⁵ negara prawira & satria putra, 2021 UPAYA PERLINDUNGAN KONSUMEN TERHADAP MARAKNYA PENJUALAN PAKAIAN MEREK TIRUAN. GANESHA CIVIC EDUCATION , 46-53.

⁶ muhaimin, 2020 Metode Penelitian Hukum. 45-77.

depends on the person's position.⁷ Consumers literally mean the opposite of producers, namely the people who use the product. The intended use of a product or service determines which consumer group the user belongs to. This is how the English-Indonesian dictionary defines the word consumer as user or consumer.⁸ Black's law dictionary provides the following definition of consumer. Consumers are people who buy, use, maintain, and dispose of products and services. Consumers are those who act as buyers, users, maintainers and producers of goods or services.⁹

In France, based on developing doctrine and jurisprudence, a consumer is defined as the person who obtains goods or services for personal or family purposes. This definition contains two elements, namely: (1) Consumers are just ordinary people, and (2) Goods and services are for the personal needs of their families. US product warranty laws, as contained in the Magnuson-Moss Warranty and Federal Trade Commission Act of 1975, are as well understood by consumers as French provisions.¹⁰

In Indonesian laws and regulations, the term consumer as a formal juridical definition is found in law number 8 of 1999 concerning consumer protection (UUPK). Consumers are every person who uses goods and/or services available in society, whether for their own benefit, family, other people or other living creatures and not for trading. Before the emergence of the UUPK which came into force on April 20 2000, there was practically little clear normative understanding of consumers in positive law in Indonesia.

Apart from the definition of consumer contained in consumer protection law, other laws also have different definitions of consumer: 1) Law Number 5 of 1999 concerning Prohibition of Monopolistic Practices and Unfair Business Competition also contains the definition of consumer. Consumers are every user and/or user of goods and/or services, either for personal interests or for the interests of others. This limitation is similar to the semantic outline adopted by UUPK. Law number 10 of 1961 concerning the stipulation of government regulations in lieu of law no. 1 of 1961 concerning goods. 2) This legal product refers to people whose health and safety are guaranteed by law. In the explanation of this law, it is stated that this law does not apply to quality, materials and packaging because the product is bad or of poor quality, endangers health, and/or other adverse events occur. The aim is to regulate composition. The Commodity Law and the explanation above show two things: a. People who wish to protect their health (physical) and safety (mental) from inferior or inferior products and services, and b. Talk about product quality, ingredient placement, and packaging. 3) Health Law Number 23 of 1992. This health law does not use the term "consumer" or "use of health products and/or services". Different terms are used for this. In particular, the term "everyone" (Articles 1(1), 3, 4, 5 and 56). In addition, in the term "society" (Articles 9, 10, and 21), the definition of "society" as explained in the statutory commentary includes individuals, families, groups, communities and society as a whole (Legal Commentary, Article 21) 10). Confusing terms or the use of a term that has multiple or different meanings creates more doubt than legal certainty. Individual interests can be the same as group interests, or they can also be different. Individual interests and the interests of different groups should not conflict with each

⁷ Az, Hukum perlindungan konsumen/ : suatu pengantar. Daya Widya.black Campbel Henry. (Jakarta, 1999)

⁸ Kurniawan, Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia.

⁹ Black Campbell Henry, (1990) Black's law dictionary/ : definitions of the terms and phrases of American and English jurisprudence, ancient and modern with guide to pronunciation. Saint Paul, Minnesota: West Publishing, 1990.

¹⁰ Kurniawan, (2011) Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia.

other, but rather require clear boundaries. Humans' interests as natural humans and as users of a product (goods and/or services) are to fulfill the needs of themselves, their families, and/or the household for which they are responsible. The protection required to meet these needs is that the product provides benefits to humans (safety) and/or services (safety) rather than causing disease, death and/or property damage. 4) There are several consumer provisions in the Civil Code that need to be considered. Among other things, the terms buyer (Articles 1460, 1513, etc., Article 1740), pentewa (Article 1550, etc.) are mentioned. Yes. Article 1548), receiving grants (Article 1670 in conjunction with Article 1666), utilization of borrowers (Article 1743 in conjunction with Article 1740), borrowing (Article 1744), and so on. The term KUHD Article 146 currently reads: KUHD Commercial Law Book, Passenger (Articles 393, 394, etc.). Yes. Article 341) Buyers, lessees, assignees, lessees, lessees, insureds, passengers of goods or services can be consumers (final consumers) on the one hand, but can also be final consumers (final consumers). interpreted. for non-commercial purposes) or for the personal interests of their respective families or households.¹¹

Recent legal developments show that the term consumer is also used in court decisions. In the decision of the Supreme Court of the Republic of Indonesia, the definition of society in Law Number 21 of 1961 is defined as consumers.¹²

Regulations in each country provide different definitions for consumers. We see this in several countries, among others. Hondius, a consumer affairs expert from the Netherlands, concluded that legal experts generally agree in defining consumers as end users of goods and services. In this formulation, Hondius wants to differentiate between consumers who are not final consumers (intermediary consumers) and consumers who are final consumers. Consumers in the broad sense refer to these criteria, and consumers in the narrow sense only refer to final consumers.¹³

In France, based on developing legal doctrine and case law, a consumer is defined as a person who purchases goods or services for personal or family needs. This definition contains two elements. The first factor is that consumers are simply humans, and the second factor is that goods and services are used to meet individual and family needs. However, the meaning of the word "preserve" is still unclear. Does this meaning only refer to buying and selling relationships, or does it have a broader meaning?

Dutch Civil Code (NBW Book VI Article 236). Even though it seems more general (because it is included in the General Conditions chapter), the content is still more or less the same. Please note that consumers are declared as natural persons. This means that you are not acting as a trader or entrepreneur when making a contract. Consumers include not only individuals (people) but also companies who are final buyers and users. What is interesting here is that consumers do not necessarily have to be interested in buying and selling relationships, and consumers themselves are not the same as buyers.

The People's Republic of China uses a slightly different definition. In Article 2 "Baijing City Regulations and/or Protection of Consumer Rights and Interests", the term consumer refers to the person who pays the value of consumer goods (hereinafter referred to as general goods and commercial services). defined as referring to units and individuals that provide subsistence. accept.

¹¹ Shidarta, *Hukum Perlindungan Konsumen Indonesia (Revisi)*. PT Grasindo, (Jakarta, 2004)

¹² Kurniawan, *Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia*. (Malang, 2011)

¹³ Kurniawan, *Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia*. (Malang, 2011)

Indian Consumer Protection Act no. 68 of 1986 has a wording that is similar to the provisions that apply in the People's Republic of China, but its scope is narrower. Under the Indian Consumer Law, a consumer is any person (buyer) of goods whose price and method of payment have been agreed upon, but not a person who purchases goods for resale or other commercial purposes. The last sentence has the same meaning as the necessities of life when formulating regulations applicable in the People's Republic of China. However, the scope and ambit of regulation in India is limited to purchasers of goods (excluding services).

Regulations are much looser in Australia. The Trade Practices Act 1974, as amended several times, defines a consumer as: a person who obtains specified goods and/or services at a price not exceeding A\$40,000; In other words, the goal of the buyer of goods and services does not matter, as long as the above amount is not exceeded. If the amount is more than \$40,000, you definitely have special needs. The text of this regulation further states: If the price exceeds the prescribed amount - (1) the goods are of a kind ordinarily acquired for personal, domestic, household use or consumption, or goods consist of commercial road vehicles; (2) the services are If it is of a commonly purchased type for personal use, domestic or domestic use or consumption;

Meanwhile, Spain provides the following consumer definition: The person or company that is the ultimate owner or user of the person's property, products, services, or activities. Whether the seller, supplier or producer is a public or private entity, it acts collectively and solely.¹⁴

The wording of these provisions varies greatly within and outside Indonesia in terms of consumer understanding. Each provision has advantages and disadvantages. Therefore, when comparing consumer supplies, it is necessary to review the definition of consumer in Article 1 paragraph 2 of the Law. 8 of 1999.

Consumer law is the totality of principles and rules that regulate relationships and issues regarding the provision and use of goods and/or services, between providers and their use in social life.¹⁵ On the other hand, Mokhtar Kusmartmadja explained that consumer law is a set of rules and principles that regulate relationships and problems between parties related to each other's consumer goods and services in social life.

3.2 Consumer protection

One of the roles of law is to protect society, especially vulnerable groups. The result of an unbalanced legal relationship. Likewise, consumer protection laws protect dishonest consumer actors. Consumer protection is all efforts to ensure legal certainty to protect consumers. Consumer protection law refers to the entire series of principles and rules that regulate and protect consumers in relationships and issues surrounding the provision and use of consumer products in social life.¹⁶

3.3 Definition of business actor

The general public usually refers to economic actors as producers. Producers are sometimes interpreted as entrepreneurs, but there are also those who argue that producers only produce goods and are part of entrepreneurship. Black's Law Dictionary uses the term "producer" to refer

¹⁴ Kurniawan, Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia. (Malang, 2011)

¹⁵ Nasution, Hukum perlindungan konsumen/ : suatu pengantar. Daya Widya. (Jakarta, 1999)

¹⁶ Kurniawan, Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia. (Malang, 2011)

to entrepreneurs with a meaning similar to the definition above, namely that producers do more than just produce goods. A person who produces, produces, generates. This term is commonly used to refer to someone who grows agricultural products and prepares them for market. This means that producers are those who produce. This word is usually used for people who increase agricultural output and place it according to market conditions.¹⁷

In contrast, Law Number 8 of 1999 concerning Consumer Protection uses the term “entrepreneur”. In Article 1 Number 3 UUPK, the definition of an economic actor is formulated as follows: Every person or company, whether in the form of a legal entity or non-legal entity, established and established in the territory of the Republic of Indonesia. individually or jointly through an agreement to carry out activities in different economic sectors. According to Article 1 paragraph (3) UUPK, economic actors included in this definition are business entities, business entities, BUMN, import companies, traders, distributors, and others.

Mr. Johannes Gunawan explained that the broad scope of the definition of business actor in UUPK is similar to the definition of business actor in European society, especially in the Netherlands. The following are recognized as mandatory rights:¹⁸ a) Finished goods manufacturer; b) Raw material manufacturers; c) Spare parts manufacturer; d) person who claims to be the manufacturer of a certain product by affixing his name, certain identification marks, or other signs to distinguish it from the original product; e) Importers of products for sale, rental, lease, or other commercial distribution; f) In this case the identity of the manufacturer or importer cannot be determined.

4. Legal Protection for Consumers Against Counterfeit Brand Goods

4.1 Legal Protection

Consumer protection in Indonesia is regulated in Consumer Protection Law No. 8 of 1999. Consumers have rights which are expressly regulated in Article 4(h) of Law Number 8 of 1999 concerning Consumer Protection. This is the way it should be. “It is clear that consumers who purchase goods using a brand without the permission of the brand owner have violated their rights under Article 4(h) of the Consumer Protection Law Number 8 of 1999. The right to compensation arises when the consumer determines that the quality and quantity of the goods consumed do not meet their expectations.¹⁹

The type and amount of compensation is of course subject to applicable regulations. It is decided based on mutual deliberation. To avoid the obligation to pay compensation, these economic actors usually include a disclaimer in the legal relationship between producers and consumers. These clauses are explained in terms like “Once received, the goods cannot be returned,” which you often see in roadside shops and supermarkets. The inclusion of these costs is a unilateral decision and cannot eliminate the producer’s obligation to provide compensation to consumers.

Manufacturers who sell products that harm consumers are subject to consumer protection laws, and the principle of absolute liability (liability without fault) generally applies, meaning negligence is not an issue. This causes the principle of absolute responsibility to become a trap for

¹⁷ Black Campbell Henry, Black’s Law Dictionary: Definitions of the Terms and Phrases of American and English Jurisprudence, Ancient and Modern. West Publishing Compan. (1990)

¹⁸ Kurniawan, Hukum Perlindungan Konsumen. Elektronik Pertama dan Terbesar Di Indonesia. (Malang, 2011)

¹⁹ Kristiyanti Siwi Tri Celina, Hukum Perlindungan Konsumen. Sinar Grafika. (Jakarta, 2011)

producers of goods that cause losses to consumers. Regarding sanctions against economic actors who sell goods with fake brands, see Articles 90, 91, 92, 93, and 93 Chapter 14 of Law Number 20 of 2016 concerning Marks and Geographical Indications, contained in Article 94. As stated in the opinion above, it does not explain the legal sanctions against business actors who sell goods with counterfeit brands to consumers who sell counterfeit goods. However, the criminal act of using a registered mark by an irresponsible party is a criminal act, not a criminal act as expressly intended in Law Number 20 of 2016 concerning Marks and Geographical Indications. This is in accordance with Article 94 Paragraph 2 of Law Number 20 of 2016 concerning Marks and Geographical Indications.

Regarding the sale of counterfeit branded goods, this is expressly stated in Article 8 letter f of Law Number 8 of 1999 concerning Consumer Protection. "Not in accordance with the promises stated in the labels, information, advertising or promotion of the goods and/or services." Violations committed by entrepreneurs if consumers feel they have been harmed or cheated can be held responsible by the producer. Law also plays a role in consumer protection and consists of aspects of private law and public law. Aspects of private law as referred to in Article 4 of Law Number 8 of 1999 concerning Consumer Protection, especially those relating to consumer rights and obligations.

Meanwhile, the public law aspect is the legal aspect used by the state, namely the government's authority which has an important role in protecting the subjective interests of consumers. In practice, consumers have the right to compensation from economic actors, and some receive compensation, some do not. For example, economic actors allow consumers to return counterfeit branded goods to sellers, and consumers get back the money they gave to sellers of counterfeit branded goods. This is an example of compensation for losses due to the widespread sale of counterfeit brand products.

4.2 Responsibilities of Business Actors towards Consumers

Analysis of the Scope of Responsibility of Economic Actors With the enactment of Law Number 8 of 1999 concerning Consumer Protection, it can become the basis for consumer authority and consumer protection to strengthen and protect consumer interests and provide greater responsibility to economic actors. This is because consumers are in a weak position in maximizing profits. Efforts must be made to comprehensively and comprehensively protect consumer interests, enact effective laws, and empower consumers. This Consumer Protection Law refers to the idea of national development that national development, including the development of laws to protect consumers, is carried out in the framework of the complete development of the Indonesian nation based on the national ideas of the Republic of Indonesia.²⁰ The idea behind the formation of the State Pancasila and the drafting of the 1945 Constitution Number 8 of 1999 are to increase the honor and dignity of consumers through increasing awareness, knowledge, interests, skills and independence.

To protect ourselves and develop the attitudes of responsible economic actors. On that basis, various legal regulations are needed to protect the interests of consumers and economic actors and

²⁰ Kristiyanti Siwi Tri Celina, *Hukum Perlindungan Konsumen*. Sinar Grafika. (Jakarta, 2011)

create a healthy economy. Based on Article 1365 of the Criminal Code: “Unlawful acts that cause harm to other people require the person whose negligence caused the loss, to compensate for the loss. Protecting people A key element of this provision is unlawfulness, which has traditionally been interpreted narrowly, i.e. an act that is contrary to the rule of law.

According to the Criminal Code, the position of consumers is much weaker than producers. One effort to protect and improve the position of consumers is to apply the principle of absolute responsibility in producer responsibility law. With the introduction of absolute responsibility, manufacturers will also understand the importance of maintaining product quality and will produce products with more care. There are also concerns that manufacturers ignoring the Producer Responsibility Law will have a negative impact on the development of domestic industry and the competitiveness of domestic products abroad. However, the application of the principle of absolute liability in product liability law does not mean that producers are not entitled to any protection, but rather exempts producers from liability in certain cases determined by law.

By imposing absolute responsibility on this product, the entrepreneur who produces it or something similar cannot prove that the situation is better, that is, they cannot be blamed for the harm it causes, they are guilty of causing harm to consumers who use the product. No-fault product liability is a new legal doctrine and expansion of tort liability. The first criterion for illegal activity is violation of rights. The law recognizes certain rights, both personal and substantive, and protects rights by forcing parties who violate rights to pay compensation. The second element of fault, Liability for civil wrong requires negligence or deliberate intent of the party committing the violation. Third, the plaintiff’s loss. A key element of most civil lawsuits is that the plaintiff must have suffered physical or economic loss as a result of the defendant’s actions.

According to positive law in force in Indonesia, if a consumer experiences a loss as a result of consuming a good or service, he or she can sue the party who caused the loss. Responsibility to take action for breach of contract or unlawful act.²¹ Because the losses experienced by consumers are nothing other than the failure of entrepreneurs to implement the results. Breach of contract and tort prosecution are handled differently. First, in cases of unlawful acts, the prosecutor must prove all the elements. This means, among other things, that the defendant must be proven guilty. Several perpetrators. In a lawsuit for breach of contract, the public prosecutor proves that a breach of contract has occurred, and proof that there is no breach of contract is carried out at the perpetrator’s expense. Second, a claim for return to the original state can only be submitted if this arises from an invalid contract, while a claim for return to the original state cannot be submitted if there is a default. Third: If more than one debtor is responsible, then each debtor is responsible for losses if a claim for compensation is made based on the Liability Law. Punishment against each person as a whole can only be carried out if the claim is based on a breach of contract, if the contract stipulates a type of joint and several liability, or if the services cannot be shared.²²

The use of civil procedural legal instruments after the enactment of the UUPK emphasizes a system of reversing the burden of proof. Article 28 UUPK reads: “Proving whether there was negli-

²¹ Djojodirdjo Moegni, *Perbuatan Melawan Hukum Tanggung Gugat untuk Kerugian yang Disebabkan Karena Perbuatan Melawan Hukum*. Pradanya Paramita. (Jakarta, 1979)

²² Yusuf Shofie, *Penyelesaian Sengketa Konsumen Menurut UUPK Teori dan Praktek Penegakan Hukum*. Citra Aditya Bakti. (Bandung, 2003)

gence in claiming compensation as intended in Articles 19, 22 and 23 is the responsibility of the entrepreneur if he is negligent. Justifiable reasons for the negligence. According to the law, business actors are obliged to compensate for losses suffered, and if business actors refuse, do not respond, or do not pay compensation for consumer claims, they can submit a complaint to the Consumer Arbitration Commission. Article 23 UUPK.

Because the law contained in the UUPK and the legal relationship between business actors and consumers is civil in nature, violations committed by business actors which result in losses for consumers can result in consumers being responsible to business actors towards consumers giving you the right to ask for responsibility and compensation.²³ Regarding the losses experienced by consumers. Based on the facts above, the scope of the economic actor's responsibility is to provide compensation to the injured party in connection with consumer claims, unless the economic actor can prove that the negligence was not due to his own negligence. In Islam, general principles in business are honesty, balance and justice, truth, openness, willingness between stakeholders, prohibition of consuming other people's property for free, prohibition of cheating, prohibition of harming each other due to exploitation and other actions.. People are chased to lose money. Therefore, the responsibilities of economic actors within the meaning of Article 19 UUPK are in line with Islamic business values, because losses must be kept to a minimum in order to make a profit.

Legal Protection for Consumers Who Experience Losses Due to Buying and Selling Goods in Figures Online

For many people, buying and selling in cyberspace is a new trend or fashion that not many people know about. Many people still think that buying and selling in cyberspace is the same as buying and selling luxury goods or expensive equipment, and only certain people can buy them. Therefore, in this case the author tries to explain the importance of online transactions in cyberspace. In this sense, it is a common activity between traders and buyers or other parties in the same contractual relationship for the supply of various goods or services. This online buying and selling activity involves electronic media which does not require a physical meeting of the parties carrying out online buying and selling, and the existence of this media is in a closed system. Among the various definitions offered and used by various community groups, each definition has similarities. These similarities show that online buying and selling has the following characteristics:

- 1) The occurrence of transactional conversation activities between two people;
- 2) There is an exchange of goods or information;
- 3) The Internet is the most important tool in the trading process.

The responsibility of business owners regarding buyers' buying and selling activities via the Internet is generally not regulated adequately by the consumer protection law and the electronic information transaction law.²⁴ UUPK only regulates traditional buying and selling as in market, while the ITE Law only regulates electronic transactions. There are no specific details regarding sales yet. This weakness actually makes it difficult for the general public to demand compensa-

²³ Yani Ahmad & Wijaya Gunawan, *Hukum Tentang Perlindungan Konsumen*. PT. Gramedia Pustaka Utama. (Jakarta, 2000)

²⁴ prebian peradana & vironika anjarina, *PERLINDUNGAN HUKUM TERHADAP KONSUMEN AKIBAT KERUGIAN YANG DITIMBULKAN OLEH PELAKU USAHA TOKO ONLINE DI INSTAGRAM*. Balitebangda, 9, 177-187. (2021)

tion from business actors in online sales transactions via the Internet, when the general public or consumers experience losses due to liability in online sales transactions via the Internet. This is the main factor causing it. For this, entrepreneurs can still be sued or held responsible, especially if the products sold do not match the wishes of customers and have a negative impact on the people who buy the products. The ITE Law does not specifically regulate sales. Consumer protection problems have become commonplace due to cultural factors where Indonesian people do not understand the protection rights of buyers and the responsibilities of the owner or operator themselves. Apart from that, there are also institutional factors such as YKLI and NGOs that help ensure consumer protection in Indonesia functions well.

5. Conclusion

Consumers have rights which are expressly regulated in Article 4 letter (h) of Law Number 8 of 1999 concerning Consumer Protection. This is the way it should be. It is clear that consumers who buy goods using a trademark without the permission of the trademark owner are violating their rights under article 4 letter (h) of the Consumer Protection Law Number 8 of 1999. To avoid the obligation to pay compensation, these economic actors usually include disclaimer in the legal relationship between producers and consumers. Manufacturers who sell products that harm consumers are subject to consumer protection laws, and the principle of absolute liability (liability without fault) generally applies, meaning negligence is not an issue. This causes the principle of absolute responsibility to become a trap for producers of goods that cause losses to consumers. Trademarks and Indications in Law no. 20 of 2016. Regarding the online sale of fake branded goods, this is expressly stated in Article 8 letter (f) of Law Number 8 of 1999 concerning Consumer Protection. "In a way that is not in accordance with the promises contained in the label, label, information, advertisement or promotion of the goods and/or services." Furthermore, law plays a role in consumer protection arising from aspects of private and public law. Law Number 8 of 1999 Consumer protection, especially regarding consumer rights and obligations.

Acknowledgments (Optional)

Legal protection for buyers or consumers who experience losses through online buying and selling is regulated by UUIE. As stated in UUPK, the responsibilities of commercial buyers in online buying and selling are generally not regulated in consumer protection laws or information transaction laws. Therefore we must all be aware that the limits of consumer rights law are very limited. Caution and thoroughness in selecting consumer products is the key to preventing widespread fraud in product selection.

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