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Business Actors' Liability and Government Supervision in the Practice of Adulterated Rice under Consumer Protection Law (Case Study of PT Padi Indonesia Maju)

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Abstract: The circulation of adulterated rice that does not comply with quality standards causes consumer losses and reflects weaknesses in food trade supervision. This study aims to analyze the forms of government supervision over adulterated rice practices and the liability of business actors toward consumers harmed in the case of PT Padi Indonesia Maju. This research employs a normative juridical method using statutory and case approaches. Legal materials were obtained through library research supported by interviews with the Indonesian Consumers Foundation. The results show that the distribution of adulterated rice by PT Padi Indonesia Maju violates consumer protection and food law provisions because the products traded did not comply with quality standards and labeling requirements. Business actors are responsible for compensating consumers, while the government must strengthen supervision and law enforcement to ensure consumer protection in food trade practices.

Keyword: Adulterated Rice, Consumer Protection, Government Supervision, Legal Liability, PT PIM

INTRODUCTION

Rice is one of the essential food commodities that plays an important role in the social and economic life of Indonesian society. In addition to serving as a staple food, rice is also a primary source of nutrition in fulfilling daily dietary needs (Kusumastuti et al., 2024). Therefore, efforts to achieve national welfare and food security cannot be separated from the availability and quality of rice for the community. The implementation of food safety is also a crucial matter, encompassing aspects such as sanitation in the production process, regulation of the use of food additives, supervision of genetically engineered food products, food irradiation, and food packaging standards. In addition, the provision of quality assurance, food safety, and halal product guarantees for those who require them also constitutes an obligation (B Erlina & Putra S, 2025). Accordingly, business actors in the food sector are required to

comply with all such regulations to ensure that the products they produce do not pose risks that may harm or endanger consumers' health.

In the context of rice procurement, the government together with the community engages in buying and selling activities as an effort to fulfill rice needs throughout Indonesia. Every sale and purchase transaction conducted by consumers gives rise to a legal relationship with business actors (Desi et al., 2019). This legal relationship, in turn, creates business activities that are legally protected under Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law). Consumer protection is defined as all efforts aimed at ensuring legal certainty in providing protection to consumers (Christina & Fahamsyah, 2018). The Consumer Protection Law comprehensively regulates the rights and obligations of consumers, the rights and obligations of business actors, prohibitions imposed on business actors, as well as dispute resolution mechanisms in the event of conflicts between the parties (Panjaitan H, 2021).

Consumer rights and the obligations of business actors are two crucial aspects of consumer protection regulation in Indonesia, as both are interconnected and constitute the foundation for the realization of effective consumer protection (Afifa et al., 2023). The principle of consumer protection plays an important role in the national legal system by ensuring that consumers obtain fair and safe access when purchasing goods or services. Article 1 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection stipulates that: "A consumer is every person who uses goods and/or services available in society for the benefit of themselves, their family, other persons, or other living creatures, and not for trading purposes" (M M et al., 2024). Meanwhile, Article 1 paragraph (3) of Law Number 8 of 1999 states that a business actor is: "Any individual or business entity, whether incorporated or unincorporated, established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through agreements in conducting business activities in various economic sectors." Furthermore, the elucidation of Article 1 paragraph (3) emphasizes that business actors include companies, corporations, State-Owned Enterprises (SOEs), cooperatives, importers, traders, distributors, and other entities engaged in economic activities in Indonesia (Fransisco et al., 2019).

Consumer rights constitute responsibilities that must be fulfilled by business actors. However, in the course of trade activities, certain business actors engage in fraudulent practices in order to obtain greater economic benefits while disregarding consumer rights (Kusumadewi Y & Sharon G, 2022). One of the fraudulent practices that frequently occurs is the mixing of rice of different qualities and marketing it as premium rice. A recent case concerning the circulation of adulterated rice resurfaced after the police named three suspects from the management of PT Padi Indonesia (PIM), a subsidiary of the Wilmar International Group known as the producer of the Sovia, Fortune, Sania, and Siip rice brands. The company is strongly suspected of producing and distributing premium rice that does not comply with the applicable quality standards. Laboratory examination results conducted by an expert team revealed discrepancies in the measurements of several rice brands circulating in the market. These findings strengthened allegations of violations of the Indonesian National Standard (SNI) for Premium Rice No. 6128 of 2020, as regulated under Minister of Agriculture Regulation Number 31 of 2017 concerning Rice Quality Classes and National Food Agency Regulation Number 2 of 2023 concerning rice quality and grading requirements (Kandiyas S, 2025).

In the context of the PT Padi Indonesia Maju (PIM) case, the term adulterated rice does not refer to the mixing of rice with non-food substances, but rather to the practice of packaging and distributing rice classified as premium rice despite allegedly failing to meet the required quality standards and measurement specifications. Rice marketed under the Fortune, Sania, Siip, and Sovia brands was produced and distributed as premium rice, even though, based on

the examination conducted by witnesses and experts, its quality did not conform to the specifications of the premium category. During the investigation process, the Food Task Force of the Indonesian National Police confiscated evidence in the form of 13,740 sacks of rice totaling approximately 58.9 tons, including premium rice packaged in 2.5-kilogram and 5-kilogram bags, as well as large quantities of broken rice. Investigators also confiscated 53.150 tons of large broken rice and 5.750 tons of small broken rice packaged in sacks (mediagramindo, 2025). These findings strengthened allegations of quality and classification manipulation carried out to obtain economic benefits through price differences between premium rice and lower-quality rice.

These findings were further reinforced by the results of the investigation, during which the police confiscated a number of the company's internal documents, including standard operating procedure (SOP) instructions, quality testing records, and product control documents. However, internal supervision was found to have not been carried out in accordance with proper procedures, as only one out of 22 quality control (QC) officers possessed official certification (Tim detikcom, 2025). This condition demonstrates the weakness of the company's quality control system, which ultimately affected the safety and quality of products consumed by the public. The rice adulteration case involving PT Padi Indonesia Maju has undoubtedly caused significant losses to consumers. Consumers purchase rice with the expectation of obtaining products of quality commensurate with the price paid, yet in reality they receive products that do not meet the required standards. This condition indicates that consumers are often placed in a vulnerable position within the distribution chain and become targets of irresponsible business actors. Previous studies generally discuss consumer protection and unfair business practices in the distribution of food products. However, specific studies examining the PT Padi Indonesia Maju adulterated rice case from the perspective of consumer protection law and the liability of business actors remain limited. Therefore, this research is important to identify violated consumer rights and analyze the legal liability of business actors under Law Number 8 of 1999 concerning Consumer Protection. Therefore, this research aims to analyze the consumer rights that have been violated and to emphasize the necessity of holding business actors legally accountable as regulated under Law Number 8 of 1999 concerning Consumer Protection. In line with this issue, this research is entitled "Business Actors' Liability and Government Supervision in the Practice of Adulterated Rice under Consumer Protection Law (Case Study of PT Padi Indonesia Maju)".

METHOD

This research constitutes normative juridical legal research employing both the statutory approach and the case approach. This study analyzes legal protection for consumers against adulterated rice practices carried out by PT Padi Indonesia Maju by examining the provisions of laws and regulations, particularly Law Number 8 of 1999 concerning Consumer Protection, as well as their relevance in practice. The legal materials used in this research consist of primary legal materials in the form of statutory regulations and secondary legal materials in the form of literature, journals, and legal doctrines (Ali Z, 2021). In addition, this research is supported by supplementary data obtained through interviews with representatives of the Indonesian Consumers Foundation (YLKI) to strengthen the analysis regarding the implementation of consumer protection in practice. The collection of legal materials was conducted through library research, complemented by interviews as supporting data. All legal materials were subsequently analyzed qualitatively using a descriptive-analytical method in order to draw deductive conclusions regarding the liability of business actors and the forms of legal protection available to consumers.

RESULTS AND DISCUSSION

Government Supervision of Business Actors Engaging in Adulterated Rice Practices that Harm Consumers

Rice is a basic necessity that holds a strategic position in the lives of Indonesian society; therefore, the quality, quantity, and price of rice always attract public attention. As a primary food commodity, rice is not only related to daily consumption needs but is also closely connected to aspects of public welfare and national food security (Abbas N, 2025). Accordingly, the circulation of adulterated rice in the market has caused public concern because it may harm consumers in terms of product quality, economic value, and food safety. The practice of rice adulteration is generally carried out by mixing low-quality or medium-grade rice with premium rice and subsequently marketing it as premium rice at a higher price. Such conduct constitutes a form of fraud that harms the public as consumers (Winatha B, 2025).

From a legal perspective, the term “adulterated rice” is not explicitly regulated in statutory provisions. However, such practice may still be classified as an unlawful act because it contradicts provisions concerning food quality standards, honesty in trade practices, and consumers’ right to accurate information (Utantoro A, 2025). Consumers who purchase premium rice certainly expect to receive products that correspond to the stated quality, grade, and quantity as indicated on the packaging label. When business actors sell mixed rice under a premium label, consumers suffer economic loss because they pay a higher price for goods that do not meet the promised quality standards.

From a consumer protection perspective, such practices are contrary to fundamental consumer rights. John F. Kennedy once articulated four basic consumer rights, namely the right to safety, the right to choose, the right to obtain information, and the right to be heard. These principles were subsequently accommodated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. Under this provision, consumers are entitled to comfort and safety in consuming goods, the right to choose goods in accordance with their exchange value and the promised conditions, as well as the right to obtain correct, clear, and honest information regarding the condition of goods. Accordingly, the sale of adulterated rice directly violates consumer rights, particularly the right to information and the right to obtain goods in accordance with the promised conditions (Ramdhani A, 2025).

On the other hand, business actors also bear legal obligations as stipulated in Article 7 of the Consumer Protection Law, namely to act in good faith in conducting their business activities, provide accurate and honest information regarding the goods being traded, and guarantee the quality of goods in accordance with the applicable standards. If business actors mix low-quality rice and subsequently market it as premium rice, such conduct demonstrates the absence of good faith and constitutes a violation of the obligation to guarantee product quality.

In order to guarantee the quality of rice distributed to the public, the government has established premium rice quality standards through National Food Agency Regulation Number 2 of 2023. Under these provisions, premium rice must fulfill several criteria, including a maximum broken grain content of 15%, a maximum moisture content of 14%, a minimum milling degree of 95%, a maximum brewers’ rice content of 0.5%, a maximum total content of other rice grains such as damaged grains, chalky grains, and red or black grains of 1%, and the absence of unhusked grains or other foreign substances (Badan Pangan Nasional, 2025). In addition, the Indonesian National Standard (SNI) 6128:2020 also provides that both non-organic and organic premium rice must comply with quality requirements, including a minimum head rice content of 85%, a maximum broken grain content of 14.50%, a maximum brewers’ rice content of 0.50%, a maximum damaged grain content of 0.50%, a maximum foreign matter content of 0.01%, and a maximum of one unhusked grain per 100 grams

(National Food Agency (NFA), 2025). These provisions demonstrate that the classification of premium rice has been comprehensively regulated, thereby requiring every marketed product to comply with the established standards.

In addition, the Food Law also emphasizes that the obligation to maintain food quality is regulated under food legislation. Article 67 stipulates that the implementation of food safety measures must be carried out to ensure that food remains safe, of good quality, and nutritious. Furthermore, Article 86 paragraph (2) requires every party producing and trading food products to comply with food safety and quality standards. Article 89 even prohibits any person from trading food products that do not conform to the food safety and quality standards stated on the packaging label. Accordingly, the practice of rice adulteration constitutes a violation not only of consumer protection provisions but also of food law regulations.

Although various provisions regulating quality standards and consumer protection have been normatively established, in practice such supervision has not been fully effective. This is reflected in the case concerning the distribution of adulterated premium rice by PT Padi Indonesia Maju (PIM), which demonstrates the gap between legal norms and their implementation in practice. In the adulterated premium rice case involving PT Padi Indonesia Maju (PIM), the Directorate of Special Economic Crimes of the Criminal Investigation Agency of the Indonesian National Police designated three company executives as suspects for producing and trading Sania, Fortune, Sovia, and Siip rice brands that did not comply with the quality standards and measurements stated on the packaging. Such conduct indicates a violation of the provisions stipulated under Law Number 8 of 1999 concerning Consumer Protection.

When analyzed based on Article 8 paragraph (1) letter a of the Consumer Protection Law, business actors are prohibited from producing and/or trading goods that do not fulfill or comply with the required standards and statutory provisions. In this case, the rice marketed as premium rice was found not to satisfy premium quality standards. This means that the products sold did not correspond to the quality classification that consumers were entitled to receive.

Furthermore, pursuant to Article 8 paragraph (1) letter f of the Consumer Protection Law, business actors are prohibited from trading goods that are inconsistent with the promises, descriptions, labels, markings, or promotional representations attached to such goods. If the packaging states that the product is premium rice with a certain weight, while in reality the quality and quantity do not conform to such representations, consumers have received misleading information. This constitutes a violation of consumers' right to obtain correct, clear, and honest information as stipulated in Article 4 letter c of the Consumer Protection Law.

The conduct of PT Padi Indonesia Maju (PIM) also demonstrates bad faith in carrying out its business activities, as the business actor continued to distribute products that did not comply with the required standards in order to obtain economic benefits. In fact, Article 7 of the Consumer Protection Law requires business actors to act in good faith in conducting their business activities and to provide accurate and honest information regarding the condition of goods.

With the existence of such adulterated premium rice practices, it is necessary to examine the institutional responsibility of the government in ensuring the quality of food products distributed to the public. In this regard, the National Food Agency constitutes an institution with a strategic function in supervising the food sector, including rice commodities. Pursuant to Article 3 of Presidential Regulation Number 66 of 2021, the National Food Agency has a strategic role in supervising food distribution, particularly as stipulated under letter e concerning the supervision of the implementation of circulating food safety standards. This function is relevant to the adulterated premium rice case involving PT Padi Indonesia Maju, as the rice products marketed did not conform to the applicable quality standards and labeling requirements. In addition, the food policy coordination functions referred to in letters a and b indicate that the National Food Agency is obliged to coordinate with relevant ministries and

institutions in preventing rice trading practices that harm consumers (Badan Pangan Nasional, 2021).

In the implementation of law enforcement, the National Food Agency does not act independently but collaborates with the Food Task Force of the Indonesian National Police. Pursuant to Law Number 2 of 2002 concerning the Indonesian National Police, as well as related technical policies, the Food Task Force possesses the authority to conduct investigations, warehouse inspections, and criminal proceedings against business actors engaged in food-related fraud. In the case of PT Padi Indonesia Maju, the involvement of law enforcement authorities demonstrates the importance of repressive supervision over adulterated rice practices that harm consumers.

In addition, the Ministry of Agriculture plays a role in supervising the production sector and improving post-harvest quality standards, while the Ministry of Home Affairs carries out its role through coordination with regional governments to ensure that local food agencies actively conduct supervision in local markets (Kementerian Pertanian Republik Indonesia, n.d.). On the other hand, Perum BULOG has a strategic function in maintaining the distribution of Government Food Reserves and providing distribution data as a form of supply chain supervision (Perum BULOG, 2024).

Nevertheless, the disclosure of the PT Padi Indonesia Maju case demonstrates that coordination among these institutions has not yet functioned optimally. This is evident from the continued circulation of rice products in the market that do not comply with the required quality standards and labeling provisions. Therefore, stronger inter-institutional synergy, enhanced field supervision, and consistent law enforcement are necessary to prevent the recurrence of similar practices.

From the perspective of policy implementation, Michael Lipsky through the concept of street-level bureaucrats explains that the success of a regulation is largely determined by implementing officials in the field who directly interact with the public. In the case of adulterated premium rice, the continued circulation of products that do not comply with quality standards indicates that supervision at the implementation level has not yet functioned optimally. Regulations established by the government have not been fully implemented effectively through market supervision, quality inspections, or early enforcement measures against violations (Basuni, 2025).

Furthermore, when viewed from the concept of governance, the administration of public policy requires synergy between the state, business actors, and society. The PT Padi Indonesia Maju case demonstrates weaknesses in governance, as market mechanisms operated without adequate state control, while public participation in consumer supervision also remained limited. Such conditions create opportunities for trade practices that harm consumers.

Based on the foregoing discussion, the PT Padi Indonesia Maju case demonstrates that the existence of legal norms and supervisory institutions alone is insufficient to ensure effective consumer protection within the food distribution sector. Although Indonesia formally possesses various regulations concerning food quality standards, consumer protection, and food supervision, the extensive circulation of adulterated premium rice indicates deeper structural weaknesses within the regulatory framework itself. These weaknesses include fragmented institutional authority, overlapping supervisory functions among agencies, limited field-level monitoring capacity, weak inter-agency accountability, and the predominance of reactive law enforcement mechanisms that operate only after consumer harm has occurred.

The case further illustrates that preventive supervision mechanisms failed to function effectively despite the involvement of multiple institutions, including the National Food Agency, the Ministry of Agriculture, regional governments, and the Food Task Force. Such conditions reflect broader governance deficiencies in the supervision of food distribution, where coordination remains sectoral and supervision is not yet integrated comprehensively.

Consequently, strengthening consumer protection in the food sector requires not only stricter law enforcement but also structural reform of the supervisory system through clearer institutional authority, integrated monitoring mechanisms, stronger accountability, and more effective preventive oversight.

The Liability of Business Actors for Consumer Losses Resulting from Adulterated Rice Practices

Doctrinally, liability constitutes a juridical consequence of an act that requires a person to bear the legal consequences arising from such conduct. In legal terminology, liability is understood as the obligation to fulfill duties imposed by law, where failure to fulfill such obligations may give rise to legal claims (Ulum W, 2025). In the context of consumer protection, the principle of liability serves as a crucial instrument for safeguarding consumer interests against losses resulting from the business activities of business actors. This principle is explicitly accommodated in Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law), which positions liability as the basis for consumers to claim civil compensation. In the practice of adulterated rice trading, the urgency of such liability arises when business actors distribute products that fail to meet quality standards or contain labeling discrepancies, thereby economically undermining consumer trust and harming consumer rights.

The primary legal basis concerning the obligation of business actors to provide compensation is founded upon Article 19 of the Consumer Protection Law. Substantively, this provision stipulates that business actors are responsible for providing compensation for all forms of damage, contamination, and losses suffered by consumers as a result of the use of traded goods. Upon further elaboration, Article 19 of the Consumer Protection Law consists of five interrelated paragraphs that collectively establish a comprehensive protection system from upstream to downstream. Article 19 paragraph (1) sets forth the fundamental norm regarding the obligation to provide compensation, which is further clarified in paragraph (2) through forms of compensation such as refunds, replacement with equivalent goods, or guarantees of healthcare services. Meanwhile, paragraph (3) provides certainty regarding the time limit for compensation, while paragraphs (4) and (5) regulate the limitations of exclusion as well as the relationship between commercial liability and public legal sanctions (Eleanora F, 2018).

In the context of rice trading, the integrity of business actors is tested through compliance with Article 7 letters (b) and (e) of the Consumer Protection Law, which require the assurance of product quality in accordance with applicable standards as well as the provision of accurate and honest information on packaging labels. These obligations are directly proportional to the fundamental rights of consumers as stipulated in Article 4 letters (a) and (c) of the Consumer Protection Law, namely the right to safety in consumption and the right to obtain accurate information regarding the condition of goods.

In the study of consumer protection law, the liability of business actors is not solely viewed from the obligation to provide compensation, but is also grounded in principles of legal liability. The first principle is liability based on fault, whereby business actors are held liable if an element of fault causing losses to consumers can be proven. The second principle is the presumption of liability, which places business actors as parties presumed to be responsible unless they are able to prove otherwise. The third principle is strict liability, under which business actors remain liable without requiring consumers to prove the existence of fault (Setiawan & Afrita, 2025).

Among these three principles, liability based on fault is the most relevant in assessing the liability of business actors in trading activities. This principle emphasizes that legal liability is determined by the existence or absence of fault or negligence in conducting business activities. Negligence itself refers to the failure of business actors to fulfill the standard of conduct that

should be applied in the production and distribution of goods. An act may be categorized as negligence when there is a deviation from reasonable standards of care in business activities, when business actors fail to fulfill their duty of care toward consumers, and when there exists a causal relationship between such negligence and the losses suffered by consumers. In practice, the principle of negligence serves as an important basis for assessing the liability of business actors, particularly when traded products fail to comply with established quality standards. In the food sector, such as rice commodities, negligence in quality supervision, quality control, and product labeling may cause economic losses to consumers while simultaneously reducing public trust in business actors within the market.

The liability of PT Padi Indonesia Maju (PIM) toward consumers harmed by the distribution of rice that failed to comply with quality standards (premium quality manipulation practices) must be examined through the perspective of the liability based on fault theory. Within the legal framework of Article 19 of Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law), the obligation of business actors to provide compensation does not arise automatically without proof of fault (Fitriani S & Suminar S, 2026). In the case of PT PIM, the element of fault (*schuld*) is manifested through the company's actions in producing and trading rice labeled as "Premium" (under the Sania, Sofia, Fortune, and Siip brands), which in fact did not comply with the technical specifications set forth in SNI 6128:2020 and National Food Agency Regulation Number 2 of 2023. Such conduct constitutes a violation of the legal obligation of business actors to provide goods in accordance with the promises stated on labels or packaging, as stipulated in Article 8 paragraph (1) letter f of the Consumer Protection Law, thereby triggering civil and criminal liability for the corporation.

Upon closer examination, the fault committed by PT Padi Indonesia Maju (PIM) may be categorized as gross negligence systematically embedded within the company's management structure (Agusta M, 2020). This is evidenced by investigation findings showing that, out of 22 employees in the Quality Control (QC) unit, only one possessed competency certification, as well as the reduction in the frequency of quality supervision from what should have been conducted every two hours to merely once or twice a day. Under the theory of liability based on fault, the company's failure to implement standard operating procedures (SOPs) commonly applied in the food industry demonstrates the absence of due care that should have been exercised by producers. The inconsistency in the composition of broken rice exceeding the permitted threshold while still being marketed as premium-grade rice constitutes evidence of an intention to obtain economic benefits by misleading consumers. Therefore, the consumers' losses in the form of financial damages—resulting from paying premium prices for rice of inferior quality—constitute a strong basis for the emergence of the right to claim compensation under Article 19 paragraph (1) of the Consumer Protection Law.

Furthermore, the liability of PT Padi Indonesia Maju (PIM) becomes even more compelling from a legal perspective due to the existence of bad faith on the part of the company's board of directors. Based on the established legal facts, although the management of PT PIM had received a written warning and a request for clarification from the competent authorities on 8 July 2025, no corrective measures or specific instructions from the Board of Directors were identified to improve production quality or withdraw products that failed to meet the required standards from the market. From the perspective of consumer protection law, such omission confirms that the company consciously allowed violations of consumer rights to occur. Therefore, the liability of business actors in this case is not limited merely to material compensation pursuant to Article 19 paragraph (2) of the Consumer Protection Law, which includes refunds or replacement with equivalent goods, but also extends to the personal liability of corporate organs (the President Director, Head of Factory, and Head of Quality Control) as representations of the corporation's collective fault. Accordingly, the enforcement of Article 19 of the Consumer Protection Law in this case functions not only as an instrument for restoring

consumer rights, but also as a deterrent against manipulative trade practices (Surtina, personal communication, February 20, 2026).

However, when analyzing the commercial recovery mechanism under Article 19 paragraph (2) of the Consumer Protection Law, the conventional compensation scheme encounters significant obstacles in its practical business implementation within the market. This sociological-juridical reality is supported by the researcher's interview with the Indonesian Consumers Foundation (YLKI). YLKI stated that recovery instruments such as refunds or product replacement cannot be fully implemented effectively within the characteristics of the mass food industry, as reflected in the PT Padi Indonesia Maju case. In practice, there is no mechanism for refunding end consumers because the market structure of adulterated rice commodities is mass-based, retail-oriented, and anonymous in nature. Such fluid market characteristics complicate the identification of individual consumers entitled to compensation, while simultaneously revealing the weakness of PT PIM's commercial risk mitigation system as a business actor.

CONCLUSION

In conclusion, the circulation of adulterated rice by PT Padi Indonesia Maju (PT PIM) triggers three distinct dimensions of liability that must be separated doctrinally within business law. First, regarding civil liability under Article 19 of Law No. 8/1999 (UUPK), PT PIM bears the primary obligation to compensate consumers. However, perspectives from YLKI highlight a significant enforcement gap in legal practice, where direct business-to-consumer restitution is rarely executed in mass food commodity markets due to a highly dispersed consumer base.

Second, within administrative regulations, the mandatory product recall under Article 76 of Law No. 18/2012 concerning Food serves as an emergency market-intervention instrument. From a business law perspective, this operational sanction is the most effective immediate remedy to halt non-compliant commercial activities, safeguard the food supply chain, and mitigate broader market risks without relying on lengthy litigation.

Third, concerning corporate criminal responsibility under Article 62 paragraph (1) UUPK, the attribution of fault is not a collective assumption but is strictly grounded in corporate governance. As demonstrated by the law enforcement actions against PT PIM's top management (President Director, Factory Head, and QC Head), *mens rea* and managerial knowledge are established through objective corporate documents, such as Standard Operating Procedures (SOP) and quality control records. These compliance instruments bridge the gap between corporate misconduct and individual command responsibility, proving that clear doctrinal separation is essential for accurate risk assessment and strengthening corporate regulatory compliance.

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