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Legal Protection for Consumers on the Transfer of Remaining Shopping Coins into Donations (Case Study at Hypermart Surabaya)

Ricardo Tjandra¹, Juliana Makadala²

¹ Fakultas Hukum, Universitas Airlangga, Surabaya, Indonesia, ricardo.tjan-2023@fh.unair.ac.id

² Fakultas Hukum, Universitas Airlangga, Surabaya, Indonesia

Corresponding Author: ricardo.tjan-2023@fh.unair.ac.id

Abstract: This final project was written based on the author's experience, who often shopped at minimarkets, supermarkets, and hypermarkets. Cashiers usually take unilateral actions in returning the change, tiny denominations, and often harm consumers. Therefore, the author is interested in compiling a final project titled "Legal Protection for Consumers for Diverting Money from Coin Shopping Remaining into Donations Case Study at Hypermart Surabaya." The purpose of writing this thesis is to identify the form of accountability of business actors for the transfer of the remaining money from shopping into donations by Hypermart business actors in the City of Surabaya and to examine the legal protection for consumers for the transfer of the remaining money from spending into donations by Hypermart business actors in the City of Surabaya. And the academic purpose of writing this thesis is to fulfill the final requirements to get a Bachelor of Law degree at the Faculty of Law, Pelita Harapan University, Surabaya Campus. The results of the analysis in this final project can be concluded that business actors have violated Article 15 of the UUPK, which has carried out coercion by diverting the remaining money from coin shopping into donations without consumer approval.

Keyword: Consumer Protection, Money Transfer, Consumer, Business Person.

INTRODUCTION

Humans are often referred to as social creatures who cannot live independently, so they will definitely need the help of other humans (Iffah & Yasni, 2022). The term "Sitou Timou Tumou Tou" meaning "Man Lives to Humanize Others," expressed by Sam Ratulangi in the context of North Sulawesi society, emphasizes the importance of communication and cooperation between people in daily life. One important aspect of this interaction is trade relations, in which producers and consumers develop a relationship of mutual benefit and great dependence on each other. This relationship includes the process of production, distribution, and marketing (Hasan et al., 2023).

P2P (peer-to-peer) trading in pre-historic times was carried out using a barter system, exchanging goods owned with desired goods. However, over time, the barter system was

replaced by the use of legal tender, which facilitates buying and selling transactions in various places such as minimarkets, supermarkets, and hypermarkets (Sari, 2016). These places offer various advantages such as convenience, speed, and lower prices, making them a popular choice for consumers.

In an effort to maximize profits, some entrepreneurs sometimes take shortcuts that are troubling to customers (Maulidah et al., 2021; Tjandra, n.d.). One of them is the replacement of the remaining change with a donation without consumer consent (Rosa, 2023; B Siregar, 2023). This practice often occurs due to the limited number of small bills. This problem arose when the author experienced a similar situation at Hypermart PTC Surabaya, where the cashier unilaterally donated the remaining change without consent.

The conversion of change into donations may raise consumer concerns regarding the uncertainty of the recipients and potential conflicts of interest (Anggraini, 2013). In addition, the element of coercion in this process is also a problem because the refund in the form of a donation is not clearly conveyed to consumers. To protect consumers' rights, Law No. 8/1999 on Consumer Protection and Law No. 9/1961 on Collection of Money or Goods emphasize that donations must be made voluntarily, without coercion (Nomor, 8 C.E.; Chawla & Kumar, 2022; Cuesta & Sepúlveda, 2021).

Based on this background, the author is interested in further research on "Legal Protection for Consumers on the Transfer of Remaining Coin Shopping Money into Donations (Case Study at Hypermart Surabaya)" in order to understand the validity of the actions of entrepreneurs and their impact on consumers.

METHOD

This research uses a qualitative approach with a case study method to explore consumer rights violations that occurred at one Hypermart outlet in Surabaya related to the transfer of leftover shopping coins into donations without consumer consent. The research design was designed as an exploratory case study involving direct observation, interviews, and document analysis. The research location was chosen at one of the Hypermart outlets in Surabaya City with research subjects including consumers who experienced the transfer of leftover shopping money, Hypermart employees, especially the cashier on duty, as well as store managers or supervisors who have authority in transaction management and donation policies. The data collection techniques used include observation, interviews, and documentation. Researchers conducted direct observations for 15 days at Hypermart outlets to observe the transaction process, interactions between cashiers and consumers, and policies related to the transfer of leftover shopping money. Interviews were conducted with various parties including consumers, cashiers, Hypermart employees, and Hypermart management to gain a thorough understanding of the operational procedures and reasons behind the transfer of leftover shopping money into donations. In addition, documentation such as company policies, transaction records, and applicable regulations (GCPL, Civil Code, and Bank Indonesia regulations) were collected and analyzed.

The data collected was analyzed using the thematic analysis method. The steps of data analysis included grouping the data based on relevant themes, identifying codes that represent important concepts, developing key themes, and interpreting the results of the analysis to provide an in-depth understanding of consumer rights violations and business liability. To ensure data validity and reliability, triangulation techniques were used by combining multiple data sources. In addition, member checking with respondents was conducted to ensure the accuracy of the data obtained.

RESULTS AND DISCUSSION

Case Chronology

Hypermart is a hypermarket chain operating in Indonesia. This hypermarket provides a variety of products, from groceries, softlines, bazaars, fresh products, to various electronic goods. The existence of Hypermart is very easy to find in big cities, such as malls and other shopping centers. The hypermart brand is held by PT Matahari Putra Prima Tbk. The increasing needs of consumers in Indonesia for daily shopping makes supermarkets no longer able to accommodate, so the presence of hypermarkets is needed. The transformation of the marketplace form at WTC Serpong as the first Hypermart business which operated on April 22, 2004.

The new concept of hypermarkets is intended to make it easier for consumers to find the goods they need, both primary and secondary in the same place. So the design of Hypermart is made in a warm, friendly, and pleasant atmosphere. The consumers also welcomed the concept well, and triggered the emergence of various Hypermart developments which in just nine years managed to open 83 more stores, and added one more in 2013. Thus, there is no need to be surprised when Hypermart will realize its goal as the market leader of hypermarkets in Indonesia in 2014.

In order to support the realization of the company's vision and mission, Hypermart added a social mission that is considered to be close and close to the needs of the surrounding community through donations from consumers to be distributed to each of those who are deemed to be in need. Consumers are allowed to make donations through three mechanisms, namely donations through change, additional amounts of change, and when they can make donations without having to shop.

The donation is also voluntary, so the cashier should first obtain permission or approval from the consumer before the receipt is printed by the cashier. As obtained through the results of interviews conducted by the author with each hypermarket cashier. Almost all of them said that the difficulty of getting coins was a problem for employees, so employees turned it into a form of donation or donation. This is also in accordance with the author's observations for 15 days, even the author has experienced something similar to what was observed and interviewed.

Consumer Rights and Responsibilities as a Hypermarket Visitor

Cases related to change given to consumers as a violation of existing regulations are events that no one wants. Moreover, consumers who have paid to the business actors (Hypermarkets) use a legal means of exchange based on the legislation that regulates it. Consumer actions related to their rights as conveyed in Article 4 of the GCPL as follows:

1. "The right to comfort, security, and safety in consuming goods and/or services;
2. The right to choose and obtain goods and/or services in accordance with the exchange value and conditions and guarantees promised;
3. The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to have their opinions and complaints about the goods and/or services used heard;
5. The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly;
6. The right to receive guidance and consumer education;
7. The right to be treated or served correctly and honestly and non-discriminatory;
8. The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
9. The rights stipulated in the provisions of other laws and regulations ".

Therefore, the consumer as a visitor has the right to determine the product and obtain it according to the exchange rate, conditions, and guarantees that have been promised by each consumer. In this era, there are not a few business actors who are concerned with what they

sell selling rather than paying attention to the fate of their consumers. For example, when we buy goods at minimarkets or supermarkets, the price of the goods is usually stated on the display, so we should pay for the goods we buy according to what is stated on the price board on the display, but not a few business actors who act not according to the rules by not returning the rest of our shopping money according to the agreement. Actually, things related to obtaining a product according to its exchange value are absolute things for consumers. Moreover, the purpose is to realize the presence of consumer protection against losses because the goods received do not match the price circulated, because in certain conditions, consumers may pay for products more than the stated price.

In accordance with its nature, there are actually rights and obligations in transactions carried out by sellers and buyers. The form of responsibility here is mainly in order to provide protection for the buyer, because the buyer has first given the money, while the cashier as a representation of the seller only receives the money that the buyer gives. So that buyers become vulnerable to losses, where sellers sometimes do not ask about change if they do not have the right change and in accordance with the price provisions.

Regarding the consumer rights described above, for this reason, consumers as Hypermart visitors have the responsibility to pay for the goods purchased at the price indicated on the price board on the hypermarket display.

Liability of Business Actors Related to the Transfer of Remaining Coin Shopping Money into Donations

For business actors who divert change into the form of donations without the consent or even knowledge of the consumer, it means that the seller has violated the law. Between each party carrying out a sale and purchase transaction, basically without realizing it, a sale and purchase agreement has been born, which is generally referred to as a consensual agreement because it contains an binding on each party involved. At the same time, it contains essential and incidental elements. J. Satrio through his book provides an explanation of the elements of the agreement, stating: *"The essential element is an element of the agreement that must always be present in an agreement, this element is an absolute element, where without this element the agreement cannot exist. For example, in a sale-purchase agreement the price that has been agreed by both parties must exist. Accidental elements are elements of the agreement added by the parties. For example, in a sale-purchase agreement certain complementary objects can be excluded"*.

The essential and incidental elements contained in an agreement are determined even though there has been an agreement on the goods or the price, when there is an emergence of something outside the agreement in the sale and purchase agreement, it can be interpreted as a transaction not occurring because the element of agreement has been lost.

GCPL does not explicitly or openly regulate the transfer of change. However, this is based on the existence of consumer rights regulated through Article 4 of GCPL and the obligations that must be fulfilled by business actors through Article 7 of GCPL. Furthermore, there are also regulations on the policies of business actors, such as providing clear information related to change, which is the right of consumers as buyers. Furthermore, Law No. 23 Year 1999 jo. Law No. 3 of 2004 jo. Law No. 6 of 2009 concerning Bank Indonesia, it is stated that rupiah money is a legal tender in the territory of the Republic of Indonesia, this further explains that it is increasingly clear that there are provisions for legal and irreplaceable means of payment. Regarding the responsibilities of business actors, there are principles, namely:

1. The principle of fault liability or liability based on fault.

This is a well-established principle in both criminal and civil law. As in the Civil Code, especially Articles 1365, 1366, and 1367, this principle is quite strong, stating that a person can only be held legally liable when an element of fault has been found. There are

four main elements that must be met as follows: There is an act; There is an element of fault; There is a loss suffered; There is a causal relationship between the fault and the loss.

2. Presumption of liability.

Regarding the principle of liability, there are four variations in the doctrine of transportation law in particular, including:

- a. The carrier may be relieved of liability if it can prove that the loss was beyond its control.
- b. The carrier may be relieved of liability when it can prove that it acted as required to prevent the loss.
- c. The carrier may absolve itself of liability when it successfully proves, that the loss was not caused by its fault.
- d. The carrier is not liable when the loss is caused by negligence/error.

3. Presumption of nonliability.

This principle applies in contrast to the previous principle, because it is only recognized in the scope of consumer transactions, which are limited in scope and can be justified by this limitation in common sense.

4. Strict liability

This principle is often equated with the principle of absolute liability, although there are also some experts who still distinguish between the two.

The absolute principle is a principle that is often implemented by the GCPL, as well as a special form of tort, which is a principle of liability for violations of law that are not based on a fault. The perpetrator of a violation of law in this principle is required to be directly responsible for the losses that arise. So this principle can also be referred to as liability without fault. As for the proof, it is absolutely the responsibility of the business actor.

5. Limitation of liability

This principle is quite popular with business actors so that they can include it as an exoneration clause in their standard agreements.

Thus, the liability of business actors must go through the process if:

1. There is a violation of consumers' rights when businesses unilaterally turn customers' change into donations;
2. There is an obligation that cannot be fulfilled by the business actor regarding the information on the donation it determines.

Both are responsibilities that must be fulfilled by the business actor. Although between consumers and business actors are not explained in detail about how the responsibility of business actors in running their business, we can see Article 1494 of the Civil Code that conveys: *"Although it has been agreed that the seller will not bear anything, he is still responsible for what is the result of an act committed by him, any agreement contrary to this is void."*

The consequences of violations of the law committed by business actors, due to their own intentions or other than that and related to the negligence of business actors, have become their responsibility. This has been stated in Article 19 of GCPL as follows:

1. "Business actors are responsible for providing compensation for damage, pollution, and/or loss to consumers due to consumption of goods and/or services produced or traded.
2. Such compensation may be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or compensation in accordance with the provisions of the prevailing laws and regulations.
3. The provision of compensation shall be made within 7 (seven) days after the date of the transaction.
4. The granting of compensation does not eliminate the possibility of criminal prosecution based on further proof of the existence of an element of fault.

5. The provisions of paragraphs (1) and (2) shall not apply if the business actor can prove that the fault is the fault of the consumer. Seeing the above, the author is of the opinion that the transfer of change in the form of donations or donations and sweets is a form".

Thus, the transfer of consumer change is supported by PP 29 of 1980, so that the collection of money is carried out voluntarily and without direct or indirect coercion. If there is coercion and/or the consumer feels disadvantaged, then the consumer can ask for moral responsibility about trade ethics.

This problem is basically not about the amount of change that is converted into donations, but rather the honesty of business actors when conducting their business. When the donation is voluntary, the cashier should first ask for permission or consent from the consumer, so that the cashier when printing the receipt has been based on consumer consent.

The reality that occurs is that business actors have violated Article 15 of the GCPL Law. Business actors in this case carry out coercion, namely by diverting the remaining coin shopping money into donations without consumer consent. The actions of business actors, in this case the cashier, have made consumers uncomfortable and suffered losses during transactions. The actions of business actors or cashiers other than the above also divert change into candy. This action has violated the legislation governing it.

The actions of business actors that are contrary to the GCPL Law are "the transfer of leftover coins into donations." This clearly violates Article 15 of the GCPL which states that the offering of a product by a business actor is prohibited through coercion or other means that have the potential to disturb consumers, both physically and psychologically. Furthermore, through the explanation of Article 5 of the UUPUB, it is said that donations made voluntarily and without coercion are part of the licensing requirements for collecting money or goods which are further regulated by the Minister of Social Affairs and implementing regulations. In reality in Indonesia, this is often violated and results in consumers suffering losses.

The ratification of the GCPL has a positive impact on consumers, one of which is the recognition of every consumer right that will strengthen the position of consumers in efforts to protect and ensure legal certainty.

Thus, the actions of business actors by diverting the remaining coins into donations are not in accordance with the GCPL. This action is clearly detrimental to the consumer because there is no consent from the consumer in transferring the remaining coin shopping money into donations or replacing it with candy.

Article 1365 of the Civil Code regulates the responsibility for PMH perpetrators. The article states that every violation of the law that brings harm to another person is obliged to pay compensation for the intended loss. From this description, business actors who divert the form of change into the form of donations are unilaterally obliged to compensate consumers.

CONCLUSION

Based on the results of the research, it can be concluded that the transfer of leftover shopping coins into donations is not in accordance with the Consumer Protection Law (UUPK). This case shows that Hypermart violated Article 4 letter b of the GCPL jo Article 15 of the GCPL as well as the provisions of Article 1360 of the Civil Code, which emphasizes consumer rights to products purchased in accordance with the exchange rate and conditions and guarantees that have been promised. In addition, business actors are prohibited from offering products or services through coercion or other means that can disturb consumers both physically and psychologically. The act of transferring change by Hypermart is categorized as a violation of consumer rights. Therefore, business actors must be responsible for the negligence or mistakes of their employees in the form of compensation in accordance with Article 62 paragraph (1) of the GCPL Law, which states that business actors

may be subject to a maximum imprisonment of 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah).

The government should be more proactive in carrying out preventive efforts to overcome the possibility of collecting donations on behalf of humanity. The practice of converting change into donations or only giving it in the form of candy needs to be strictly regulated to protect consumer rights. The government should also educate the public and conduct regular supervision and review of banks to ensure the availability of small bills, so that businesses have no difficulty in making exchanges. Business actors should pay attention to and fulfill consumer rights in selling products, because any possible losses experienced by consumers are absolutely the responsibility of business actors. In addition, business actors must clearly and transparently convey information about the withdrawal of donations to consumers in order to maintain consumer confidence in their business.

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