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Analysis of Law No.8 of 1999 Concerning Consumer Protection Against Imported Products that Do Not Use Indonesian Language

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Abstract: This research is motivated by prohibited acts for business actors contained in Article 8 paragraph 1 letter J of Law No. 8 of 1999 concerning consumer protection. The provisions for the inclusion of labels for imported products labeled in Indonesian are contained in Article 20 Paragraph (1) of PP No. 29 of 2021 concerning the Implementation of the Trade Sector, especially in CHAPTER III concerning the use or completeness of Indonesian-language labels which states that every business actor is obliged to use or complete Indonesian-language labels on goods traded domestically. Therefore, researchers are interested in researching this problem. The purpose of this research is to find out how the Imported Goods Products on the Use of Indonesian Language and to find out how the Law No. 8 Year 1999 on Consumer Protection Against Imported Goods Indonesian Language. Then the method used is a mix method, namely normative juridical review and empirical juridical review and the approach used is a *statue approach* and *case approach* and the source of legal material used is Law No. 8 of 1999 concerning consumer protection, books, articles, and journals. From the results of the analysis that the author conducted, it can be concluded that the determination of goods that are required to use Indonesian on a product has been clearly regulated in the Regulation of the Minister of Trade of the Republic of Indonesia Number 25 of 2021 concerning the Obligation to Include Labels in Indonesian, such as household goods, telecommunications, informatics, (for example fans, *vaccum cleaners*) building materials, motor vehicle goods (spare parts and others), textile goods and textile products and a list of other types of goods. Therefore, it is expected that business actors can include information on the label of a product using Indonesian language so that the information in the product is more easily understood by consumers.

Keyword: Import, Bahasa Indonesia, label.

INTRODUCTION

The enactment of the Consumer Protection Law shows how important consumer protection is in Indonesia. So as to make consumer rights become protected. And this is what makes consumers feel safe and claim their rights if there is a legal event that can harm them.

Consumers can find out that an item is safe when using it, namely from the composition and there is also a label printed on the product. Goods entering Indonesia should use the Indonesian language, so that consumers in Indonesia can find out about it. Business actors who produce or import goods for trade in the domestic market are required to include labels in Indonesian. The obligation to include labels in that language lies with the importer.

The definition of importer is also explained in Government Regulation of the Republic of Indonesia No. 29 of 2021 concerning the Implementation of the Trade Sector in article 1 Point (8) which reads Importers are individuals or institutions or business entities, both in the form of legal entities and not legal entities, who import.

This labeling in Indonesian is carried out by the importer and is mandatory when the goods are traded in the domestic market. When viewed from the definition of goods in the Government Regulation of the Republic of Indonesia in article 1 point (35) No. 29 of 2021 concerning the Implementation of the Trade Sector Jo Law No. 8 of 1999 in article 1 paragraph (4) explains the definition of goods which reads that goods are every object, both tangible and intangible, both movable and immovable, both consumable and inexhaustible, and can be traded, used, used, or utilized by consumers or business actors.

The provisions for the inclusion of labels for imported products labeled in Indonesian are contained in Government Regulation No. 29 of 2021 concerning the Implementation of the Trade Sector, especially in CHAPTER III concerning the use or completeness of Indonesian-language labels in Article 20 Paragraph (1) which explains that every business actor is obliged to use or complete Indonesian-language labels on goods traded domestically. Article 21 reads: 1. The label as referred to in Article 20 must use Indonesian language that is clear, easy to read, and easy to understand. 2. The use of languages, numbers, and letters other than Indonesian, Arabic numerals, and Latin letters may be used if there is no or cannot be created equivalent. Article 22 paragraph (1) explains how the use of language and labels and paragraph (2) explains how the inclusion of Indonesian language labels as referred to in paragraph (1) can be in the form of: a. embossed or printed; b. affixed or attached as a whole; or c. inserted or included in the Goods and/or packaging. And in Article 23 Paragraph (1) it is explained that the Indonesian language label as referred to in Article 22 contains information regarding the name of the goods, the origin of the goods, the identity of the business actor, and other information in accordance with the characteristics of the goods.

The purpose of this study is to find out how Imported Goods Products on the Use of Indonesian Language and to find out how Law No. 8 of 1999 concerning Consumer Protection Against Imported Indonesian Goods.

METHOD

In this study the authors used the type of normative juridical review research and empirical juridical review which means normative research is research conducted using laws and regulations, books, and journals related to this journal, and researchers also conducted empirical research which means direct field research by observation. The approach used is the statute approach and case approach, which means research that prioritizes legal material in the form of laws and regulations as a basic reference material in conducting research related to this title by looking at cases that have occurred. The types of data used in this research are: Primary legal material is data that includes Law No. 8 of 1999 concerning consumer protection, Law; Regulation of the Minister of Trade Number. 25 of 2021 concerning the Obligation to Incorporate Labels in Indonesian on Goods. Secondary legal materials are data related to information from pre-existing sources such as websites, books, journals and so on.

RESULTS AND DISCUSSION

One of the fraudulent or unlawful acts committed by entrepreneurs is not including product labels with Indonesian translation, in accordance with Article 8 paragraph (1) letter j which explains that entrepreneurs should include instructions and information on a product using Indonesian. Business actors must include information about a product clearly and well before distributing their products to consumers. The actions of entrepreneurs or traders who have not included Indonesian translations on the label of an imported product can cause harm to consumers, because consumers cannot clearly know about the information or how to use the imported goods. Indonesian translation on the label of an imported product is very necessary because not all consumers understand or understand the explanation of a product label in a foreign language.

Products Imported Goods on the Use of Indonesian Language

Although the Indonesian government has established regulations requiring the use of Indonesian language on product labels, there are still many imported products that do not comply with this provision. For example, in cosmetic products, a number of international brands continue to display information on packaging in foreign languages, such as English or the language of the manufacturer's country of origin, without providing an Indonesian version. This can confuse consumers who are not familiar with the language and make it difficult for them to understand the composition of ingredients, instructions for use, and warnings related to the product.

Among them are Shiseido Naturgo facial beauty mask, Snow white milky pack, Rorce Essence Mask, Deep Cleansing Black Mask Shill, Laneige, BB Bare Make Up Etued Lip Tint, Hada Labo Ultimate Moisturizing, Peripera Clud Ink Velvet, Etued House Sunprice Dust Block SPF50+/PA++, Etued House Toning White C, Snail Bee High Content Essense Concrete.

In the food and beverage category, a similar phenomenon is also common. Many products only include information on the packaging in a foreign language, without adequate translation into Indonesian. The absence of clear information can make it difficult for consumers to understand important storage instructions. This not only has the potential to jeopardize consumers' health, especially for those with allergies or sensitivities to certain ingredients, but can also reduce convenience in shopping.

In the case of pharmaceuticals, this issue is even more critical. Important information such as dosage, side effects, as well as contraindications are often only available in foreign languages, which can pose a great risk if consumers are unable to clearly understand the instructions. This underscores the urgent need for additional information in Bahasa Indonesia to ensure that all users can use medicines safely and effectively. Among them are Shrimp Cap Oil, Zu Dai Fu (Ointment for Itching).

In electronic products, while labels often include detailed technical specifications, the absence of user guides or manuals in Bahasa Indonesia can make it difficult for consumers to understand how to use and maintain the device. The inability to follow instructions correctly can result in usage errors, reduce the user experience, and even cause damage to the device. Among vacuum cleaners.

Therefore, it is important for authorities to continue to tighten supervision and enforcement of imported product label compliance. Requiring all products, from cosmetics to electronic devices, to include information in Bahasa Indonesia is a crucial step to protect consumers and ensure they have full access to the information needed to make informed and safe decisions.

There are two examples of cases that I took:

The first is Police Uncovering Cases of Imported Goods to Illegal Cosmetics Subdit Indag Ditreskrimsus Polda Metro Jaya uncovered cases of importation, illegal food and cosmetics by naming eight suspects.

Of the eight suspects, six are Indonesian citizens with the initials MT (43), DE (42), RE (37), FF (45), M (40) and MF (23), while one is a foreigner from China with the initials LX (43) and a former Nigerian citizen with the initials A (51), however, these eight suspects are not detained because the article is under five years in prison.

Hendri said there were four cases of illegal importation. First, the importation of electronic goods in the form of drones and digital watches that are not certified by the Post and Information Resources and Devices (SDPPI) and without a guide labeled in Indonesian. Second, alleged criminal acts of pharmaceutical supplies in the form of ointments allegedly originating from China traded without a distribution permit. "Third, importing and trading goods in the form of cosmetics from Nigeria where various brands do not have distribution permits," he said. While the fourth, namely the case of storing and trading used imported clothing that is not in accordance with the standards and quality circulated. The perpetrator is allegedly a Chinese citizen. The second is the Minister of Trade: Findings of Illegal Imported Electronic Products Rp6.7 billion in Banten Minister of Trade (Mendag) Zulkifli Hasan revealed a number of findings of electronic goods suspected of being illegally imported products worth Rp6.7 billion in the Banten area.

Mendang said tens of thousands of electronic items included speakers of various sizes, hair dryers, sign straighteners and so on.

"There are nine types of electronics that do not meet SNI, K3L, and MKG. Therefore, we must regulate this," said the Trade Minister.

The man who is familiarly called Zulhas explained that the electronic goods were confiscated because they did not meet the provisions of the Security, Safety, Health and Environment (K3L) registration, User Manual and Guarantee Card (MKG). In addition, it does not have an Indonesian National Standard Mark Product Certificate (SPPT-SNI) and Goods Registration Number (NPB).

Law No. 8 Year 1999 on Consumer Protection Against Imported Goods in Indonesian Language

In Indonesia, there are many types of imported products that are not in Indonesian. In Government Regulation No. 25 of 2021 explains the determination of goods that are required to use or complete Indonesian language labels, in Government Regulation No. 25 of 2021 mentions various kinds of products that are required to speak Indonesian such as household goods, telecommunications, informatics, building materials, motor vehicle goods (spare parts and others), textile goods and textile products and a list of other types of goods.

Legal protection for consumers related to imported goods without Indonesian language labeling is regulated in Law Number 8 Year 1999 on Consumer Protection. In this law, consumers have the right to obtain clear and correct information about the goods they buy, including information in Indonesian.

Law No. 18/2012 on Food also explicitly states that every domestic or imported product must include a label written or printed using the Indonesian language (Article 97). In the Regulation of the Minister of Trade of the Republic of Indonesia Number 22/M-DAG/PER/5/2010 on the Amendment to the Regulation of the Minister of Trade Number 62/M-DAG/PER/12/2009 on the Obligation to Include Labels on Goods in Article 2 paragraph (1) states: "Business actors who produce or import goods to be traded in the domestic market as listed in the Appendix to this Ministerial Regulation must include labels in Indonesian". So that the Indonesian people who are consumers can know what is contained in a product and choose the right product that they really need.

In addition, Law Number 8 Year 1999 on Consumer Protection has also regulated the actions prohibited by business actors, as contained in Article 8 paragraph (1) letter j of the Consumer Protection Law: "Business actors are prohibited from producing and/or trading goods and/or services that do not include information and/or instructions for the use of goods in Indonesian in accordance with applicable laws and regulations".

To protect consumers from suffering losses, the GCPL also regulates prohibitions on business actors regarding things that may not be done. One of the articles is article 8 paragraph (I) letter j which states (I) Business actors are prohibited from producing or trading goods or services that do not include information and instructions for the use of goods in Indonesian in accordance with applicable laws and regulations. This prohibition is intended to protect consumers so that they are not mistaken in using goods and this prohibition is intended so that consumers who do not understand or do not understand foreign languages can still use them, especially in the trade of imported telematics and electronics products which are very necessary to show information and how to use goods in Indonesian.

Consumer rights are interests that are protected by law. Interests in this sense mean demands that are expected to be fulfilled, so it can be concluded that rights are demands whose fulfillment is protected by law. Article 4 of Law No. 8 of 1999 concerning consumer protection states the rights of consumers.

1. The right to comfort, security, and safety in consuming goods and/or services.
2. The right to choose goods and/or services and to obtain such goods and/or services in accordance with the exchange rate and the 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 appropriate advocacy, protection, and consumer protection dispute resolution efforts.
6. The right to consumer education and guidance.
7. The right to be treated or served correctly and honestly and non-discriminatory.
8. The right to 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. Rights provided for in other statutory provisions.

The obligations of consumers stipulated in Article 5 of the Consumer Protection Law are:

1. Read or follow the information instructions and procedures for the use or utilization of goods and/or services, for security and safety. It is undeniable that consumers often do not get the maximum benefit, or even suffer losses from consuming a good/service. However, upon investigation, the loss occurs because the consumer does not follow the information instructions and usage procedures provided by the business actor.
2. It is not uncommon for consumers to not act in good faith in making transactions to purchase goods and/or services. This of course will harm the general public, and indirectly the consumer has taken away the rights of others.
3. Pay according to the agreed exchange rate. This provision is clear, there is money, there is goods.
4. Follow the efforts to resolve consumer protection disputes properly. As previously described, appropriate is defined as not one-sided and in accordance with applicable regulations.

The definition of "business actor" based on the provisions of Article 1 point 3 of the Consumer Protection Law, is "every individual or business entity, both in the form of a legal entity and not a legal entity established and domiciled or conducting activities within the

jurisdiction of the Republic of Indonesia, either alone or jointly, through agreements, organizing business activities in various fields of economy.

The rights and obligations of business actors are regulated in articles 6 and 7 of Law No. 8 of 1999 concerning consumer protection.

The rights of business actors are:

1. The right to receive payment in accordance with the agreement on the conditions and exchange rate of goods and/or services traded.
2. The right to legal protection from the actions of consumers who act in bad faith.
3. The right to conduct appropriate self-defense in the legal settlement of consumer disputes.
4. The right to rehabilitation of good name if it is legally proven that consumer losses were not caused by the goods and/or services traded.
5. Rights stipulated in other statutory provisions.

The obligations of business actors are :

1. Good faith in conducting its business activities.
2. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide explanations for use, repair and maintenance.
3. Treat or serve consumers correctly and honestly and non-discriminately.
4. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards for goods and/or services.
5. Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded.
6. Provide compensation, compensation and/or reimbursement for losses due to the use, consumption and utilization of goods and/or services traded.
7. Provide compensation, compensation and / or replacement if the goods and / or services received or utilized are not in accordance with the agreement.

CONCLUSION

In trade activities, both consumers and business actors both have rights and obligations that must be fulfilled. When viewed from the discussion in this study, the rights and obligations of business actors and consumers are reciprocal. Where this means that the rights for consumers are obligations for business actors that must be fulfilled and vice versa, consumer obligations are rights that must be received by business actors. One of the consumer rights that must be fulfilled by business actors is to include information on the product clearly using a language that can be understood, namely Indonesian as the national language. Including information on the label of a product must indeed use Indonesian so that consumers get information that is easy to understand and reliable in accordance with the Regulation of the Minister of Trade of the Republic of Indonesia Number 25 of 2021 concerning the Obligation to Include Labels in Indonesian on Goods. Therefore, it is hoped that business actors can include information on the label of a product using Indonesian so that the information in the product is easier for consumers to understand. Suggestions for consumers to be more selective in consuming goods or services by reading or following information and procedure instructions or utilization of goods and / or services, for their safety and comfort. For business actors, it is expected to carry out the applicable rules in trading their products.

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