



The Legal Protection of Consumers Suffering Loss as a Result of Consuming Expired Food Products

Rhama Wisnu Wardhana; Edi Wahjuni; Brenda Virginia

Faculty of Law, University of Jember, East Java, Indonesia

<http://dx.doi.org/10.18415/ijmmu.v12i8.6971>

Abstract

This study discusses the issue of legal protection for consumers who suffer losses due to consuming expired food and beverage products. In Indonesia, business actors are legally obligated to comply with food safety regulations, including labeling expiration dates, as stipulated in various laws, including Presidential Regulation No. 80 of 2017 and Law No. 8 of 1999 on Consumer Protection. However, violations still occur, which raises concerns about consumer safety. This research aims to analyze: (1) the forms of legal protection available to consumers harmed by expired food and beverages, (2) the responsibility of business actors in such cases, and (3) the legal remedies available for consumers. The research method used is normative juridical with a statutory and conceptual approach, supported by primary, secondary, and non-legal sources through literature study. The findings indicate that legal protection can be internal (based on agreement between the parties) and external (granted by legislation). Business actors who violate food safety standards may be subject to administrative sanctions and are obligated to compensate affected consumers. Remedies for consumers include both non-litigation efforts through the Consumer Dispute Settlement Agency (BPSK) and litigation through the courts. This study suggests that BPOM must strengthen its supervision and enforcement measures, business actors must uphold product safety, and consumers should assert their rights through available legal channels.

Keywords: *Consumer Protection; Expired Food and Beverages; Business Actor Liability*

Introduction

The current era of globalization has led to the proliferation of free trade practices involving various products offered to the Indonesian public. Consumers' lack of diligence in choosing products has the potential to make them targets for irresponsible businesses.¹ Consumer protection is a legal guarantee provided to buyers to protect consumers from various practices that could be detrimental to the fulfillment of consumers' needs.² The Consumer Protection Law No. 8 of 1999 (hereinafter referred to as the UUPK) is necessary for consumers to protect the rights of consumers who have been harmed by businesses and

¹ Robert Willem Parres Sianturi, et. al, *Tinjauan Yuridis Terhadap Perlindungan Konsumen Atas Beredarnya Makanan Kadaluwarsa*, Jurnal Retentum, Vol. 4, No. 1, 2023, h. 66.

² Janus Sidabalok, *Hukum Perlindungan Konsumen di Indonesia* (Bandung: Citra Aditya Bakti, 2010), h. 10.

irresponsible actions. Consumer protection includes guarantees and certainty of safety for consumers. Food products pose a high risk because they are used by the public to meet their daily living needs. Consumer protection is a legal concept that regulates guarantees of protection for buyers. In Indonesia, this legal concept is relatively new, unlike in developed countries where consumer protection issues have evolved into important legal matters in line with industrial and technological advancements.³

Consumers are an integral part of commercial activities; through commercial activities, a balance is created between the rights and obligations of businesses and consumers. An important aspect supporting this balance is attention to product safety and quality, including the establishment of expiration dates. The expiration date is the final deadline by which a food product can be consumed by consumers.⁴ The expiration date is an essential element to ensure that products, especially food and beverages, remain safe and suitable for consumption by consumers. The date, month, and year of the expiration period listed on food and beverage labels aim to provide clear information to consumers. However, amid efforts to ensure product safety, another challenge has emerged, namely the increasing use of additives or harmful substances in food and beverages.⁵

Many foods and beverages today contain additives or harmful substances, especially with the discovery of new chemicals that are more practical, inexpensive, and easily available.⁶ In Article 1 of the UUPK, there are two important definitions related to consumer protection Paragraph (1) states that "consumer protection consumers refer to various efforts that create legal certainty in protecting consumer rights," while paragraph (2) explains the definition of a consumer as "any individual or party who uses goods and/or services circulating in society, whether for personal, family, third-party, or other living beings' needs, provided that such use is not for commercial purposes." Consumers and business entities have a continuous and complementary relationship. Business entities are highly dependent on and require support from consumers as customers. The Consumer Protection Law (UUPK) not only serves as a legal framework to provide protection for consumers but also to promote ethical and responsible business practices. Article 4 of the UUPK also grants consumers the right to seek redress if they are harmed. to assert their rights if they are harmed.⁷ The case studied by the author occurred in Krecek Village, Badas Subdistrict, Kediri Regency, on Wednesday, October 2, 2024, during a religious gathering to commemorate the birthday of Prophet Muhammad SAW. The event was attended by 3,000 participants, of whom 160 experienced food poisoning after consuming packaged food and beverages. The food and beverage products were obtained from an individual outside the organizing committee who wished to donate to the religious gathering. This donor was a business operator, the owner of UD Tiga Putera Wholesale Store, who was known to have distributed and sold packaged food and beverage products that had expired. Although the religious gathering initially proceeded smoothly, the situation turned chaotic when several attendees suddenly exhibited symptoms of nausea, weakness, vomiting, and fainting within a short period.

³ Komang Ayu Trisna Yanti dan Kadek Julia Mahadewi, *Perlindungan Konsumen Bagi Barang Kadaluwarsa yang Beredar di E-Commerce Dalam Pasa*

Undang-Undang Nomor 8 Tahun 1999, Jurnal Kewarganegaraan, Vol. 7, No. 1, 2023, p. 652.

⁴ Janus Sidabalok, *Op.cit*, p. 9.

⁵ *Ibid*, p. 77.

⁶ Viky Vinola, Syahrudin Nawi dan Ahyuni Yunus, *Perlindungan Hukum Bagi Konsumen Terhadap Beredarnya Makanan Kadaluwarsa*, *Journal Of Lex Generalis* (JLS), Vol. 2, No. 2, 2021, p. 570.

⁷ Immawati Uswatun Chasanah dan Nimas Busana, *Perlindungan Konsumen Terhadap Peredaran Makanan Kadaluwarsa di Kota Surakarta (Implementasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen*, *Journal Of Islamic Jurisprudence, Economic and Legal Theory*, Vol. 2, No. 3, 2024, p. 1407.

The attendees experiencing these symptoms were immediately rushed to the Emergency Room (ER) at Kediri District Hospital (RSKK) and HVA.⁸ Hospital. The food and beverage products distributed and sold by the business operator exhibited several irregularities, such as imperfect packaging and the absence of expiration dates on some products. Initially, the business operator was reluctant to admit their mistake. However, after authorities presented the evidence, along with news reports and comments from angry congregation members affected by the incident, the owner of the wholesale store finally felt afraid and admitted his mistake with regret. AFF, as the business operator and owner of the UD Tiga Putera Wholesale Store, acknowledged that he had indeed provided packaged food and beverages that were expired, but he had no intention of poisoning the congregation who received the products. The owner of the wholesale store also stated that there had never been any issues with consumers who consumed the food and beverages sold. Therefore, the owner of the wholesale store felt confident to donate to the religious gathering event.⁹

The owner of the wholesale store is known to have invested around Rp. 300 million in capital and has achieved sales revenue of billions of rupiah. During the inspection, 30 trucks containing expired products were discovered. These products included various types of snacks, including food, beverages, kitchen items, and daily necessities that had exceeded their expiration dates. Considering this, the Junior Expert in Pharmacy and Food from the Kediri Food and Drug Supervisory Agency urges the public to be more cautious when purchasing food and beverage products in the market, by checking whether they have expiration dates.¹⁰

Based on the case I reviewed, the business operator has distributed and sold packaged food and beverage products that have expired, as regulated under the Consumer Protection Law (UUPK) and Law No. 18 of 2012 on Food. This case also raises legal protection that must be provided to the 160 study group members who suffered food poisoning from consuming those packaged food and beverage products. Therefore, legal protection for consumers who have suffered food poisoning due to violations committed by business operators is crucial, in accordance with the provisions of the Consumer Protection Law (UUPK). Consumer protection is of utmost importance, especially since consumers are often the victims of fraudulent actions by business operators. Consumer protection is not solely the responsibility of individuals who feel wronged but is a collective issue involving the entire society. The issue of consumer protection must be viewed as a national issue that requires serious attention and handling from various parties, including the government, business operators, and the wider community.

Based on the background presented above, the research problems can be formulated as follows. First, how is legal protection provided for consumers who suffer losses because of consuming expired food and beverages? Second, what is the responsibility of business actors for the harm experienced by consumers due to the consumption of expired food and beverages? Third, what are the possible dispute resolution efforts that can be pursued by consumers who are harmed by consuming expired food and beverages? These questions aim to explore the extent of consumer rights protection, the legal liability borne by businesses, and the legal remedies available for consumers in such situations.

⁸ M Agus Fauzul Hakim dan Aloysius Gonsaga AE, “*Keracunan Massal Pengajian di Kediri, Polisi Tahan Donatur Makan*”, 2024, Diakses 09 November 2024, Pukul 10.00 WIB, <https://surabaya.kompas.com/read/2024/10/04/134250878/keracunan-massal-pengajian-di-kediri-polisi-tahan-donatur-makanan>.

⁹ Hanz Jimenez Salim, “*Polisi Turun Tangan Selidiki Kasus Keracunan Massal di Kediri*”, 2024, Diakses 09 November 2024, Pukul 10.20 WIB, <https://www.liputan6.com/news/read/5721649/polisi-turun-tangan-selidiki-kasus-keracunan-massal-di-kediri>.

¹⁰ Hilda Rinanda, “*Fakta-Fakta Baru Keracunan Massal Kediri Gegara Mamin Kadaluwarsa*”, 2024, Diakses 09 November 2024, Pukul 10.50 WIB, <https://www.detik.com/jatim/hukum-dan-kriminal/d-7585400/fakta-fakta-baru-keracunan-massal-kediri-gegara-mamin-kedaluwarsa>.

Research Method

The research method used in this research is a normative juridical method, which involves examining legal materials consisting of primary, secondary, and tertiary legal sources related to the issues discussed.¹¹ This research focuses on analysing the prevailing legal norms, especially those concerning legal protection for consumers who suffer losses due to consuming expired food and beverages. The approaches applied in this study are the statutory approach and the conceptual approach.¹² The statutory approach is carried out by reviewing relevant laws and regulations, such as Law Number 8 of 1999 concerning Consumer Protection, Presidential Regulation Number 80 of 2017 concerning the Food and Drug Supervisory Agency (BPOM), and other technical regulations governing the distribution and supervision of food and beverages. Meanwhile, the conceptual approach is used to understand and explore legal concepts related to consumer protection, the responsibility of business actors, as well as the concept of justice and compensation in the context of consumer protection law. Data collection is conducted through library research by examining legal literature, official documents, textbooks, academic journals, and other relevant sources to support the legal analysis in this research.

Result and Discussion

1.A Legal Analysis of Consumer Protection in Cases of Loss Due to the Consumption of Expired Food Products

Legal protection illustrates how the legal system operates to achieve the objectives of legal protection, which include utility, justice, and legal certainty. It represents an effort to ensure the presence of legal certainty that can safeguard the parties involved in legal actions. In other words, legal protection reflects how law functions in the life of society.¹³ Law not only serves a regulatory function but also establishes order, certainty, utility, peace, and justice. Law can be considered a norm because it provides guidance for individuals in determining appropriate social behaviour. Through the law, people can distinguish between acceptable and unacceptable actions. The law provides direction for proper conduct, enabling the realization of order and justice.¹⁴

In Indonesia, legal protection is realized through laws and regulations designed to safeguard the rights of the public and uphold justice. Legal protection takes various forms, including civil legal protection, consumer protection, child protection, and others. According to the theory of legal protection by Prof. Mochammad Isnaeni, legal protection based on its sources can be divided into two types:¹⁵

1. **Internal Legal Protection**, which arises from an agreement between the two parties namely, the consumer and the business actor who have established contract clauses based on the principle of freedom of contract. If a dispute later arises between these parties, it can be resolved using the rules and mechanisms agreed upon in the contract.
2. **External Legal Protection**, which originates from laws and regulations established by the government to protect the interests of the weaker party. This protection must be provided fairly and impartially. Since consumers are considered the weaker party in such cases, Article 99 of Law No. 18 of 2012 on Food prohibits any person from altering expiration labels or information on food products. Furthermore, Article 28 of Government Regulation No. 69 of 1999 on Food

¹¹ Dyah Ochtorina Susanti, dan A'an Efendi, *Penelitian Hukum - Legal Research* (Jakarta: Sinar Grafika, 2014), p. 7.

¹² A'an Efendi, Dyah Ochtorina Susanti, dan Rahmadi Indra Tektana, *Penelitian Hukum Doktrinal* (Yogyakarta: LaksBang Justitia, 2019), p. 27.

¹³ Wahyu Sasongko, *Ketentuan-Ketentuan Pokok Hukum Perlindungan Konsumen* (Lampung: Unila, 2007), p. 31

¹⁴ Chandra Adi Gunawan Putra, I Nyoman Putu Budiarta, dan Ni Made Puspasutari Ujianti, *Perlindungan Hukum Terhadap Konsumen Dalam Perspektif Kesadaran Hukum Masyarakat*, Jurnal Konstruksi Hukum, Vol. 4, No. 1, 2023, p. 15.

¹⁵ Moch. Isnaeni, *Pengantar Hukum Jaminan Kebendaan* (Surabaya: Revka Petra Media, 2016), p.163.

Labels and Advertising prohibits business actors from selling food products that have passed their expiration dates. Hence, external legal protection in this context is primarily rooted in statutory provisions.

Currently, consumers are often in a weaker position compared to business actors. This condition renders them more vulnerable to harm, particularly as many business actors continue to sell products in violation of Indonesian legal standards.¹⁶ A common example is the widespread sale of expired food and beverages that are no longer suitable for consumption. This practice exemplifies the failure of some business actors to comply with prevailing legal provisions.

Consumers frequently lack the knowledge to understand product information, such as ingredients, labeling, or expiration dates. This lack of understanding places them in a vulnerable position, as they may not possess sufficient information or capacity to assess a product's overall safety. Consequently, the likelihood of purchasing or consuming unsafe products increases. This vulnerability also opens the door for irresponsible business actors to engage in misleading or unfair marketing practices, which can easily deceive and harm consumers.

Government agencies must play an active role in protecting consumers from expired food products in accordance with applicable laws and stopping business actors who sell such products. Business actors and their marketed products are subject to oversight and inspection by government agencies.¹⁷ In this context, the Food and Drug Supervisory Agency (BPOM) is the authorized institution responsible for monitoring food distribution and ensuring that products meet established safety and quality standards.¹⁸

Products that continue to be sold despite exceeding their expiration dates pose a serious risk to consumers. Such products are unfit for sale or consumption and may endanger consumer health. To protect consumers, BPOM must perform its supervisory role effectively, which includes several stages:¹⁹

1. **Production Oversight:** BPOM monitors production processes to ensure compliance with food safety and quality standards.
2. **Pre-market Surveillance:** Prior to being marketed, BPOM verifies whether a food product has met the required standards for safety, benefit, and quality, typically during the product registration and licensing process.
3. **Post-market Surveillance:** Even after products are on the market, BPOM continues to conduct inspections, including spot checks in stores and supermarkets, to ensure that products are safe for consumption. If expired or hazardous products are found, BPOM may take enforcement action.

BPOM's enforcement measures may involve several steps. Initially, administrative sanctions may be imposed, including product recalls, bans on distribution, revocation of distribution permits, and product confiscation for destruction.²⁰ Therefore, as informed consumers, individuals must exercise vigilance when purchasing and consuming food products. One essential measure is to inspect packaging thoroughly before purchase or use ensuring the packaging is intact and checking labeling information, especially the expiration date.

¹⁶ Nur Windy Bripa Landrawati dan Ina Rosmaya, *Perlindungan Konsumen Terhadap Transaksi Jual Beli Secara Online Atas Ketidaksesuaian Barang Yang Diterima*, Jurnal Judiciary, Vol. 11, No. 2, 2022. p. 81.

¹⁷ Bobbi Setia Utama, Helfira Citra, dan Desi Sommaliagustina, *Perlindungan Konsumen Terhadap Pengguna Produk Makanan Kemasan Cepat Saji Kadaluwarsa Di Kota Padang*, Jurnal Dedikasi Hukum, Vol. 2, No. 3, 2023. p. 190.

¹⁸ Farhan Nandiva, *Peranan BPOM Dalam Melakukan Pengawasan Terhadap Produk Makanan Kadaluwarsa*, Jurnal Ilmiah Wahana Pendidikan, Vol. 9, No. 1, 2023, p. 133.

¹⁹ Ibid, h. 134.

²⁰ Reri Indriani, *Pedoman Label Pangan Olahan Oleh Badan Pengawas Obat dan Makanan RI (BPOM)*, (Jakarta Pusat: Percetakan Negara, 2020), p. 81.

Indonesia has enacted various legal provisions to protect consumers from threats, risks, or losses arising from unsafe products. These regulations aim to uphold consumer rights and emphasize the accountability of business actors in providing safe products. One of the primary legal instruments is the Consumer Protection Act (UUPK), which serves as the main legal foundation for consumer protection in Indonesia. This law explicitly outlines the rights and obligations of both consumers and business actors. Consumers have the right to accurate, non-misleading information; safety in consuming goods or services; and the ability to voice complaints. Conversely, business actors are obliged to ensure product safety and quality, provide honest information, and compensate for any harm caused by their products.

These rights and obligations provide a legal framework for both consumers and business actors. In accordance with Article 7 of the UUPK, the inclusion of expiration dates on food packaging is a key aspect of ensuring product quality and safety in the marketplace. Under Article 4 of the UUPK, one fundamental consumer right is “to obtain assurance of safety and comfort in using a product.” Therefore, listing an expiration date on food products is a legal protection guaranteed by the UUPK. To ensure that consumers receive valid information and are not harmed, business actors are strictly prohibited from providing false or misleading information regarding a product’s expiration date or consumption period.²¹

Legal protection for consumers harmed by expired food products includes accurate expiration labeling and the prohibition of any manipulation. If such products are circulated, they pose significant risks to consumer safety. Additional forms of protection include administrative and criminal sanctions against business actors who fail to assume responsibility for consumer harm. Legal protection against the sale and consumption of expired food and beverages represents the government’s effort to ensure consumer rights, food safety, and public health. In this context, Prof. Mochammad Isnaeni’s theory of external legal protection is particularly relevant, emphasizing the importance of government regulation, policy, and enforcement institutions in monitoring and penalizing violations committed by business actors. This theory is applicable because consumers are in a disadvantaged position, often vulnerable to negligent or intentional practices involving expired food distribution.

External legal protection is essential to ensure a system of supervision and sanctions that protect public interests, particularly regarding food safety and consumer health. The government guarantees consumer protection through various statutory provisions. Article 4 letters (a) and (c) of the UUPK state that “consumers have the right to comfort, safety, and security in consuming goods and services, and to obtain correct, clear, and honest information about the product.” Article 8 paragraph (1) letters (a) and (g) prohibit business actors from selling products that do not meet the stated quality, composition, or purpose indicated on the label, and from listing inaccurate expiration dates.

Article 89 of the Food Law prohibits the sale or distribution of food products that fail to meet safety, quality, and nutritional standards, including expired food as indicated on packaging. Article 90 paragraphs (1) and (2), letters (b) and (f), state that food products must not be contaminated or exceed permissible contamination limits, and expired food must not be marketed. Article 28 of the Regulation on Food Labels and Advertising declares that “no person shall market or sell food products beyond the expiration date as indicated on the label.” These regulations provide a solid legal foundation for the protection of consumers against expired food. However, effective implementation depends on enforcement by oversight agencies, law enforcement officers, and compliance from business actors.

The application of external legal protection theory offers a comprehensive framework for evaluating how the government should actively and effectively safeguard consumers. Protection against expired food is not solely the responsibility of business actors; it is also a duty of the state to guarantee the right to safe, healthy, and appropriate food as part of human rights. Through clear regulations, strict

²¹ Mita Ayu Larasati, Dyah Listyarini, dan Arikha Saputra, *Penerapan dan Sanksi Hukum UU No 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Pelaku Usaha Pedagang Kaki Lima di Wilayah Semarang Utara*, Jurnal Legal Brief, Vol. 11, No. 3, 2022, p. 1519.

supervision, and robust law enforcement, the government is expected to prevent the circulation of dangerous products, including expired food. Such external legal protection creates justice and security for consumers in the consumption of goods and/or services.

2. The Obligations of Business Operators in the Context of Consumer Losses Resulting from the Consumption of Expired Food Products

Article 1 point 3 of the Consumer Protection Act (UUPK) defines business actors as: “any individual or business entity, whether incorporated or not, established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either independently or jointly through agreements to carry out business activities in various economic fields.” According to the explanation in Article 1 point 3 of Government Regulation Number 58 of 2001 concerning the Guidance and Supervision of Consumer Protection Implementation, business actors include “companies, corporations, state-owned enterprises, importers, traders, distributors, and others.”²²

The issue of the distribution of food products that have passed their expiration date often raises questions about which party should be held responsible. The responsibilities of business actors in this matter are described in Articles 19 to 28 of the UUPK, but the party specifically responsible for food products sold to the public is regulated in Article 19 paragraph (1) of the UUPK, which stipulates that business actors must provide compensation for damage, contamination, and/or losses suffered by consumers from consuming the product. This situation poses a threat to the health and safety of consumers who unknowingly consume expired food and beverages that are distributed in the market. Thus, business actors are obliged to be held accountable for their actions that violate regulations by continuing to trade expired food and beverage products.

Business actors have the obligation to run their businesses in good faith, while consumers also have the duty to act in good faith in transactions involving the purchase of goods or services. These obligations arise due to the frequent occurrence of losses on either side, whether the consumer or the business actor. Consumers may suffer losses starting from the production process, while business actors may incur losses due to consumers' actions in product transactions.²³ Business actors conducting their activities in violation of legal provisions as regulated in applicable laws are required to provide compensation to consumers in the event of loss.

In this regard, the UUPK explicitly regulates the responsibility of business actors and other parties involved in the production and distribution of a product. The rules on business actors' liability are explained in Article 19 of the UUPK.²⁴ which states:

1. “Business actors shall be liable to provide compensation for damages, contamination, and/or losses suffered by consumers as a result of consuming the goods and/or services they produce or trade.”
2. “Compensation as referred to in paragraph (1) may take the form of a refund, replacement of goods and/or services of the same type and/or value, or medical care and/or compensation as stipulated by the prevailing laws and regulations.”
3. “Compensation shall be provided within 7 (seven) days from the date of the transaction.”
4. “Providing compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal charges based on further evidence of fault.”

²² Wiwik Pratiwi, *Negara Hukum, Pemenuhan Perlindungan Konsumen dan HAM (Telaah) Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen*, Jurnal Penelitian Hukum Indonesia, Vol. 1 No. 1, 2020, p. 39.

²³ Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen* (Jakarta: Raja Grafindo Persada, 2005), p. 79.

²⁴ Gunawan Widjaja dan Ahmad Yani, *Hukum Tentang Perlindungan Konsumen*, (Jakarta: Gramedia Pustaka Utama, 2008), h. 2.

5. “The provisions referred to in paragraphs (1) and (2) shall not apply if the business actor can prove that the fault lies with the consumer.”

Business actors who commit prohibited acts must take responsibility for consumers who suffer losses.²⁵ However, if business actors refuse to take responsibility or show no good faith in providing compensation to harmed consumers, Article 23 of the UUPK states: “Business actors who refuse and/or fail to respond and/or fail to fulfil compensation for consumer claims may be sued through the Consumer Dispute Settlement Agency (BPSK) or brought before a court in the consumer’s domicile. “Legal protection for consumers who consume expired food products is not only regulated in the UUPK but also found in other laws that protect consumer rights and regulate business actors’ obligations concerning expiration date labelling on food products. Article 89 and Article 90 paragraphs (1) and (2) letter (f) of Law Number 18 of 2012 concerning Food (Food Law) stipulate that business actors are prohibited from distributing or trading expired food products due to failure to meet safety and quality standards. Article 111 paragraph (3) letter (e) of Law Number 36 of 2009 concerning Health also mandates that “All packaged food and beverages must be labelled with the date, month, and year of expiration.”

Based on these provisions, it is clear that business actors are prohibited from trading and distributing expired food products as they do not meet safety and quality standards. Business actors are also required to include clear labels on food and beverage packaging containing information on the expiration date, month, and year to ensure product safety. Moreover, business actors are forbidden from manipulating this information, such as by changing, covering, or removing expiration dates, a prohibition stipulated in Article 99 of the Food Law.

The Head of the Food and Drug Supervisory Agency (BPOM) Regulation Number HK.03.1.23.06.10.5166 of 2010 on the Inclusion of Source of Certain Ingredients, Alcohol Content, and Expiration Limits on the Labelling of Drugs, Traditional Medicines, Food Supplements, and Food Products, further explains expiration date requirements. Article 6 states the obligation to clearly list the expiration date, and Article 7 stipulates that the expiration date of food products must include the month and year.

If a business actor violates these provisions, they may be subject to administrative sanctions as regulated in Article 102 paragraph (3) of the Food Law, which includes:

- a. Fines
- b. Temporary suspension of activities, production, and/or distribution
- c. Product recall by the producer
- d. Compensation; and/or
- e. License revocation

In addition to administrative sanctions, criminal penalties may also be imposed on business actors who intentionally distribute expired food products that may endanger consumer health. Article 141 of the Food Law states: “Any person who intentionally trades food that does not comply with food safety and quality as stated on the product label as referred to in Article 89 shall be subject to imprisonment for a maximum of 2 (two) years or a maximum fine of Rp 4,000,000,000.00 (four billion rupiah).”

Therefore, violations of food safety and quality label standards, especially in commercial activities, constitute acts that harm consumers. Thus, business actors who intentionally violate such

²⁵ Rian Mangapul Sirait, *Tanggungjawab Pelaku Usaha Terhadap Konsumen yang Mengalami Kerugian Terhadap Makanan Kadalawarsa*, Jurnal Retentum, Vol. 6, No. 2, 2024, p. 177.

provisions may be subject to both administrative and criminal sanctions depending on the severity of the violation. Business actors proven to have committed violations may be subject to sanctions under the UUPK. The UUPK not only outlines administrative penalties but also provides for criminal penalties for business actors who are negligent or cause consumer losses. Administrative sanctions may be imposed by the authorized agency, namely the Consumer Dispute Settlement Agency (BPSK), as provided in Article 60 paragraph (2) of the UUPK:

“Administrative sanctions shall include a compensation order of up to Rp 200,000,000.00 (two hundred million rupiah).”

Criminal sanctions against business actors are also regulated in the UUPK. Criminal enforcement may target not only the business entity but also its managers if proven to have committed violations. Article 62 paragraph (1) of the UUPK states: “Business actors who violate the provisions as referred to in Article 8 shall be subject to imprisonment for up to 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah).” Business actors are strictly prohibited from trading food products that have passed their expiration date, as stipulated in Article 28 of the Law on Food Labelling and Advertising. This provision requires that all food products must include the date, month, and year of expiration on their packaging labels, and such products may not be traded after the expiration date. In this case, the business actor was found to have violated the provision by continuing to trade expired products and even failing to provide or altering the expiration date on the label. This also violates Article 89 of the Food Law, which prohibits trading food products that do not meet safety and quality standards, as this can endanger consumer health.

Article 8 paragraph (1) letters e and g of the UUPK state that business actors are prohibited from trading goods and/or services that do not meet the quality, grade, composition, processing method, style, or use as stated on the product label, description, or advertisement. Furthermore, letter g of the same article also stipulates that business actors are prohibited from providing false information about the expiration date on food products. Therefore, business actors are required to provide accurate and honest information to consumers, especially regarding the quality and safe consumption period of a product. Moreover, the act of removing, altering, or covering up expiration dates contradicts Article 99 of the Food Law, which expressly prohibits tampering with or removing expiration information on distributed products.

In light of these violations, business actors bear the responsibility of compensating consumers who have suffered harm, as provided in consumer protection regulations. Business actors are liable for losses resulting from damage, contamination, or harm suffered by consumers from consuming goods and/or services they produce or trade, as provided in Article 19 paragraph (1) of the UUPK. The distribution of expired food products poses a significant threat to the health and safety of consumers. Therefore, if a consumer suffers harm from consuming expired food and beverages, the business actor must provide compensation in the form of a refund or replacement of the product.

If a business actor is found to have ignored product safety and consumer health, they may be subject to legal sanctions. One of the responsibilities of business actors is to include expiration dates on food and beverage products they trade and to ensure the products are safe for consumption. In conclusion, business actors play a crucial role in ensuring consumer protection regarding the products they distribute. In this case, the business actor was found to have traded expired products and is therefore not only liable for refunds or product replacement but must also bear all medical expenses for consumers who experience food poisoning until they fully recover. Business actors are not only accountable for the aforementioned violations but may also face sanctions including temporary business suspension, product recall, fines, and business license revocation.

Conclusion

The legal protection for consumers who suffer losses due to the consumption of expired food and beverages is regulated under Law Number 8 of 1999 concerning Consumer Protection. This law governs the rights and obligations of both consumers and business actors. There are two types of consumer legal protection, namely internal legal protection and external legal protection.

Internal legal protection refers to the legal safeguards arising from an agreement between the consumer and the business actor. Meanwhile, external legal protection for consumers is provided under Article 99 of Law Number 18 of 2012 concerning Food, which stipulates that business actors are prohibited from manipulating labels or information regarding expiration dates on distributed food products. The responsibility of business actors for losses suffered by consumers from consuming expired food and beverages that were distributed after the expiration date is specifically regulated in Article 19 of the Consumer Protection Act (UUPK). This provision obliges business actors to be liable for the goods they distribute. Providing compensation for losses incurred by consumers due to the consumption of such food products is part of this obligation. If a business actor is found to have violated the applicable provisions, they may be subject to administrative sanctions, including fines, product recalls, and revocation of business licenses.

References

Books

- Efendi, A'an., Dyah Ochtorina Susanti., dan Rahmadi Indra Tektona. 2019. *Penelitian Hukum Doktrinal*. Yogyakarta: LaksBang Justitia.
- Indriani, Reri. 2020. *Pedoman Label Pangan Olahan Oleh Badan Pengawas Obat dan Makanan RI (BPOM)*. Jakarta Pusat: Percetakan Negara.
- Isnaeni, Moch. 2016. *Pengantar Hukum Jaminan Kebendaan*. Surabaya: Revka Petra Media.
- Miru, Ahmadi., dan Sutarman Yodo. 2005. *Hukum Perlindungan Konsumen*. Jakarta: Raja Grafindo Persada.
- Sasongko, Wahyu. 2007. *Ketentuan-Ketentuan Pokok Hukum Perlindungan Konsumen*. Lampung: Unila.
- Sidabalok, Janus. 2010. *Hukum Perlindungan Konsumen di Indonesia*. Bandung: Citra Aditya Bakti.
- Susanti, Dyah Ochtorina., dan A'an Efendi. 2014. *Penelitian Hukum - Legal Research*. Jakarta: Sinar Grafika.
- Widjaja, Gunawan., dan Ahmad Yani. 2008. *Hukum Tentang Perlindungan Konsumen*. Jakarta: Gramedia Pustaka Utama.

Journal

- Chasanah, Immawati Uswatun., dan Nimas Busana, "Perlindungan Konsumen Terhadap Peredaran Makanan Kadaluwarsa di Kota Surakarta (Implementasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen)." *Journal Of Islamic Jurisprudence, Economic and Legal Theory* Vol. 2, No. 3, 2024.

- Gunawan, Putra Chandra Adi., I Nyoman Putu Budiarta., dan Ni Made Puspasutari Ujjanti, “Perlindungan Hukum Terhadap Konsumen Dalam Perspektif Kesadaran Hukum Masyarakat.” *Jurnal Konstruksi Hukum* Vol. 4, No. 1, 2023.
- Landrawati, Nur Windy Bripa., dan Ina Rosmaya, “Perlindungan Konsumen Terhadap Transaksi Jual Beli Secara Online Atas Ketidaksesuaian Barang Yang Diterima.” *Jurnal Judiciary* Vol. 11, No. 2, 2022.
- Larasati, Mita Ayu., Dyah Listyarini., dan Arikha Saputra, “Penerapan dan Sanksi Hukum UU No 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Pelaku Usaha Pedagang Kaki Lima di Wilayah Semarang Utara.” *Jurnal Legal Brief* Vol. 11, No. 3, 2022.
- Nandiva, Farhan., “Peranan BPOM Dalam Melakukan Pengawasan Terhadap Produk Makanan Kadaluwarsa.” *Jurnal Ilmiah Wahana Pendidikan* Vol. 9, No. 1, 2023.
- Pratiwi, Wiwik., “Negara Hukum, Pemenuhan Perlindungan Konsumen dan HAM (Telaah Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen).” *Jurnal Penelitian Hukum Indonesia* Vol. 1, No. 1, 2020.
- Sianturi, Robert Willem Parres., dkk, “Tinjauan Yuridis Terhadap Perlindungan Konsumen Atas Beredarnya Makanan Kadaluwarsa.” *Jurnal Retentum* Vol. 4, No. 1, 2023.
- Sirait, Rian Mangapul., “Tanggungjawab Pelaku Usaha Terhadap Konsumen yang Mengalami Kerugian Terhadap Makanan Kadaluwarsa.” *Jurnal Retentum* Vol. 6, No. 2, 2024.
- Utama, Bobbi Setia., Helfira Citra., dan Desi Sommaliagustina, “Perlindungan Konsumen Terhadap Pengguna Produk Makanan Kemasan Cepat Saji Kadaluwarsa Di Kota Padang.” *Jurnal Dedikasi Hukum* Vol. 2, No. 3, 2023.
- Vinola, Viky., Syahrudin Nawi., dan Ahyuni Yunus, “Perlindungan Hukum Bagi Konsumen Terhadap Beredarnya Makanan Kadaluwarsa.” *Journal Of Lex Generalis (JLS)* Vol. 2, No. 2, 2021.
- Yanti, Komang Ayu Trisna., dan Kadek Julia Mahadewi, “Perlindungan Konsumen Bagi Barang Kadaluwarsa yang Beredar di E-Commerce Dalam Pasal Undang-Undang Nomor 8 Tahun 1999.” *Jurnal Kewarganegaraan* Vol. 7, No. 1, 2023.

Website

- Fauzul, Hakim., M. Agus., dan Aloysius Gonsaga AE., Keracunan Massal Pengajian di Kediri, Polisi Tahan Donatur Makan. <https://surabaya.kompas.com/read/2024/10/04/134250878/keracunan-massal-pengajian-di-kediri-polisi-tahan-donatur-makanan>, accessed on 09 November 2024 at 10.00 WIB.
- Jimenez, Salim Hanz., Polisi Turun Tangan Selidiki Kasus Keracunan Massal di Kediri. <https://www.liputan6.com/news/read/5721649/polisi-turun-tangan-selidiki-kasus-keracunan-massal-di-kediri>, accessed on 09 November 2024 at 10.20 WIB.
- Rinanda, Hilda. Fakta-Fakta Baru Keracunan Massal Kediri Gegara Mamin Kadaluwarsa. <https://www.detik.com/jatim/hukum-dan-kriminal/d-7585400/fakta-fakta-baru-keracunan-massal-kediri-gegara-mamin-kedaluwarsa>. accessed on 09 November 2024 at 10.50 WIB.

Perundang-Undangan

Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (Lembaran Negara Republik Indonesia Tahun 1999 Nomor 22, Tambahan Lembaran Negara Republik Indonesia Nomor 3821).

Undang-Undang Nomor 36 Tahun 2009 tentang Kesehatan (Lembaran Negara Republik Indonesia Tahun 2009 Nomor 144, Tambahan Lembaran Negara Republik Indonesia Nomor 5063).

Undang-Undang Nomor 18 Tahun 2012 tentang Pangan (Lembaran Negara Republik Indonesia Tahun 2012 Nomor 227, Tambahan Lembaran Negara Republik Indonesia Nomor 5360).

Peraturan Pemerintah (PP) Nomor 69 Tahun 1999 tentang Label dan Iklan Pangan (Lembaran Negara Republik Indonesia Tahun 1999 Nomor 131, Tambahan Lembaran Negara Republik Indonesia Nomor 3867).

Peraturan Presiden (PERPRES) Nomor 80 Tahun 2017 tentang Badan Pengawas Obat dan Makanan (BPOM) (Lembaran Negara Republik Indonesia Tahun 2017 Nomor 180).

Peraturan Kepala Badan Pengawas Obat dan Makanan Nomor HK. 03.1.23.06.10.5166 Tahun 2010 tentang Pencantuman Informasi Asal Bahan Tertentu, Kandungan Alkohol, Dan Batas Kedaluwarsa Pada Penandaan/Label Obat, Obat Tradisional, Suplemen Makanan, Dan Pangan.

Copyrights

Copyright for this article is retained by the author(s), with first publication rights granted to the journal.

This is an open-access article distributed under the terms and conditions of the Creative Commons Attribution license (<http://creativecommons.org/licenses/by/4.0/>).