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Juridic Review Concerning Collaboration of Goods Prices In Supermarkets According To Article 6 Of The Minister Of Trade Number 35 Of 2013 Related To Law Number 8 Of 1999 Concerning Consumer Protection

Elli Ruslina

Fakultas Hukum, Universitas Pasundan, Bandung, Indonesia

dr.elli_ruslina@gmail.com

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Abstract

Modern markets and traditional markets are economic institutions where buyers and sellers meet. The existence of a modern market (Supermarket) has its own consumer appeal compared to traditional markets. In supermarkets, we often see prices set in modern markets in the form of prices with odd rupiah values. The purpose of this study is to find out the regulation regarding rounding prices for odd goods in supermarkets and the implementation of Article 6 of the Minister of Trade Regulation Number 35 of 2013 and to find out the legal consequences for business actors who violate price rounding which can harm consumers in terms of Law Number 8 1999 concerning Consumer Protection. This study uses a normative juridical approach, namely research that refers to the legal norms contained in the legislation which is carried out by examining library materials or secondary data. Secondary data consists of primary legal materials used here, namely Law Number 8 of 1999 concerning Consumer Protection, Secondary Data and Tertiary Data. According to article 6 of the Regulation of the Minister of Trade Number 35 of 2013 in the event that the price of goods and/or tariffs for services contains a nominal fraction of Rupiah that is not circulating, business actors may round off the price of goods and/or tariffs for services by taking into account the nominal rupiah in circulation. With the cases that often occur in buying and selling transactions at supermarkets, an agreement is required between the cashier in this case as a business actor and the consumer to inform the rounding of the price of the item, that no party feels disadvantaged. The legal protection regulated in Indonesia is based on Law Number 8 of 1999 concerning Consumer Protection. It is hoped that retail

entrepreneurs or modern markets can set the price of a product in accordance with the current rupiah denomination. So that the price certainty given to consumers can be guaranteed, and no consumers feel aggrieved by the odd price determination. It is hoped that the government, especially the Ministry of Trade, can provide regulations and disseminate information to entrepreneurs or producers regarding setting the price of a product in accordance with the value of the rupiah at At the moment.

Keywords

Rounding of Goods Prices in Supermarkets, Consumer Protection

A. Introduction

Every human being is basically a social being, where humans need each other to live with each other. Therefore, between human relationships there has been an interaction. The interactions that occur can be in the form of interactions between individuals with individuals, individuals with groups, or groups with groups, in which the scope of these interactions can include business and non-business interactions. Human interaction in terms of concrete business can be seen in trading activities, where in trading activities there are meetings between sellers and buyers. In business activities there is a mutually beneficial relationship between business actors and consumers. The interests of business actors are to earn profits from transactions with consumers, while the interests of consumers are to obtain satisfaction through fulfilling their needs for certain products (Andriasari et al., 2019).

The market is an economic institution where buyers and sellers meet, either directly or indirectly, to conduct trade transactions. In this case we call supermarkets, Supermarkets are taken from English which consists of the syllables Super and Market, which literally means a big market. Based on the classification, supermarkets are classified as modern markets. The existence of supermarkets as a more modern form compared to traditional markets is very helpful for the community in meeting the needs of daily life, so that people can get everything in a practical, comfortable way at a fixed price without having to go through a bargaining process.

The difference with the traditional market is that the location is dirty and dirty, there are also many products that are traded by unscrupulous traders using chemicals that should not be used, the packaging is unattractive, making it unattractive and even getting better day by day instead of getting better, the condition is getting worse. Traditional markets usually operate within certain time limits, such as morning markets, afternoon markets, weekend markets and so on. Traditional markets are usually managed by the government or private, the available facilities are usually wards, loods-loods, warehouses, shops. shops, stands/kiosks, public toilets around traditional markets. In traditional markets the buying and selling process occurs humanely and communication with high family values. While modern markets are not much different from traditional markets, this

type of market does not directly interact with buyers, but buyers see the price tags listed on the goods (barcodes), are in buildings and the services are carried out independently (self-service) or served by salesperson (Gultom, 2018).

Supermarket is a form of modern market that sells products at a predetermined price by including a price tag on the goods being sold. At a predetermined price, buyers who are interested in buying goods must pay an amount of money which is equivalent to the price of the goods. This shows that the buyer has agreed on the price offered by the supermarket. For this transaction, the buyer has the right to receive a refund of the price paid if the amount of money submitted to the cashier exceeds the specified price. However, in the case of refunds to buyers, supermarket cashiers often round up the change, which in the end is detrimental to the buyer (the change that the buyer is entitled to is reduced because it is rounded down as a result of rounding up the price of goods).

People today prefer to shop at supermarkets, which are now found in many places. They feel more comfortable and more practical when shopping at supermarkets, they don't have to bother with bargaining and don't have to feel the stuffy market air, however, choosing to shop at supermarkets means that people have to pay a little more than the prices in traditional markets. Currently, the supply of change has become a classic problem for traders. This forces retail traders, especially supermarket managers to practice the practice of charging the remaining money for purchases (Icha & Bambang, 2017).

And the practice of imposition like this has been found in many supermarkets. In the application of residual money, supermarkets only charge the remaining money for purchases which have a nominal value of Rp. 50, - for example can show Rp. 1.950, - then the cashier will ask the buyer to pay Rp. 2,000, - sometimes when the buyer's purchases of Rp. 1,550, - then the cashier will only ask for Rp. 1500,- only. And if there is indeed a supply of spare change, the buyer will still receive the change as stated on the shopping receipt without any imposition. Seeing the problems above that the action by the supermarket cashier by rounding the price down which resulted in a reduction in the buyer's change is considered to have been detrimental, besides that there needs to be protection for buyers who have been harmed by rounding off the return price, as well as supervision from the government through the Industry and Trade Service. . Because it is related to the Regulation of the Minister of Trade of the Republic of Indonesia Number 35/M-Dag/Per/7/2013 of 2013 concerning Inclusion of Prices of Goods and Tariffs of Services Traded (Permendag Number 35/2013).

Basically, every business actor who trades goods in retail and/or services to consumers is obliged to state the price of goods or service tariffs in a clear, easy to read and easy to see manner. In such a relationship there are often inequalities between the two. Consumers are usually in a weak position and therefore can become targets of exploitation by business actors who are socially and economically strong. As regulated in Article 4 of the Consumer Protection Law regarding consumer rights, including (1) the right to comfort, security, and safety in

consuming goods and/or services (2) the right to choose goods and/or services and obtain goods and/or services. / or the service is in accordance with the exchange rate and the promised conditions and guarantees (3) the right to correct, clear, and honest information regarding the conditions and guarantees for the goods and/or services (4) the right to have their opinions and complaints heard on the goods and/or services services used (5) the right to obtain advocacy, protection, and efforts to properly resolve consumer protection disputes (6) the right to receive consumer guidance and education (7) the right to be treated or served correctly and honestly and not discriminatory (Ilham & Ilasari, 2016).

Therefore, some of these basic principle rights are a collection of several consumer rights as regulated in the Consumer Protection Act, so they are very essential for consumers, so that they can be used as / constitute consumer protection principles in Indonesia. In the explanation of the Consumer Protection Act, business actors include companies, corporations, BUMN, cooperatives, importers, traders, distributors, and others. This broad definition of business actor will make it easier for consumers to demand compensation. Consumers who are harmed by the use of the product have no difficulty in finding who to file a lawsuit against because there are many parties that can be sued, but it would be even better if the Consumer Protection Act provided details as stated in the Directive. In other words, consumers are vulnerable to being exploited by business actors in carrying out their business activities. Based on the description of the background above, the researcher is interested in knowing the extent to which the regulation regarding the rounding of odd prices of goods in supermarkets and the implementation of Article 6 of the Minister of Trade Regulation Number 35 of 2013 issued by the government in order to protect or empower consumers so as to avoid a set of rules from individuals who want to cheating in playing the market price. Therefore, there is a need for State intervention through the establishment of a legal protection system for consumers.

B. Method

This research uses normative legal methods or library research, because it is carried out by researching library materials or secondary data. In this regard, the research specification used is descriptive analytical, which describes various applicable laws and regulations related to legal theories and practices. implementation of positive law related to the problem under study. In addition, this research also refers to the legal norms contained in the legislation which is carried out by examining library materials or secondary data. The data collection technique that will be used in this research is a literature study in the form of secondary data collection. In this legal research, the researcher collects secondary data that is related to the problem under study and is classified according to cataloging. Furthermore, the data obtained is then studied, clarified and further analyzed in accordance with the objectives and research problems. Meanwhile, data analysis was carried out qualitatively through various interpretations known in legal science

such as grammatically, historically, sociologically. Then the discussion is carried out logically, systematically, without using statistical formulas (Nugrahani & Hum, 2014).

C. Results and Discussion

Regulation on the Rounding of Odd Prices of Goods in Supermarkets and the Implementation of Article 6 of the Minister of Trade Regulation Number 35 of 2013

The market is a link that connects producers and consumers, a meeting place between sellers and buyers, between the business world and the consumer community. The market plays a very important role in the modern economy, because prices are formed in the market. In addition, the market is also one of the most important factors in the economic life of the community. The market can be interpreted narrowly as a place where goods or services are traded. Meanwhile, in a broad sense, the market is a process where buyers and sellers interact with each other to determine or set prices in the market. According to economists, the notion of a market is an organization where buyers and sellers of certain goods or services interact directly or indirectly (Mareta, 2020).

The market is a place for interaction between supply and demand, where buying and selling transactions occur after there is a balance between demand and supply, but the market is more related to activities, not places. The reason is, the place to meet sellers and buyers can be anywhere. They can meet at the store, on the bus, on the side of the road, and in food stalls. This means that what distinguishes a market from a non-market is the activities carried out. Activities carried out by sellers and buyers in the market are buying and selling transactions. Understanding the market according to economics shows that the market is not bound to a certain place and time. Markets can form anywhere and at any time. In fact, buying and selling transactions can also occur through correspondence, telephone, or the internet.

Understanding the market according to economics is an abstract understanding of the market, information about the market is obtained in the form of prices. Prices reflect or reflect the costs that must be incurred to produce or produce an item based on the allocation of resources used. Price is the value of goods and services measured in money. Prices are formed and occur in the market, namely by the intersection of supply and demand. During the meeting there was a bargain between the bidder of goods and services (seller) and the requester of goods and services (buyer) (Muthiah, 2019).

The market is divided into 2 types, namely traditional markets and modern markets, the concept of these two markets is almost the same, the only difference is the advantages and benefits of these two types of markets. Traditional markets are one of the important sectors that support the people's economy. In it, the interests of the small people to the upper middle class are accommodated.

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Traditional markets are places where sellers and buyers meet and are marked by direct seller and buyer transactions. A traditional market is a place for selling that is traditional (hereditary), a place for sellers and buyers to meet where the goods being traded depend on the request of the buyer (consumer), the price set is the price agreed upon through a bargaining process, the trader as the producer offers the price slightly above the standard price.

In general, traditional markets are places for selling basic necessities (sembako). Usually, traditional markets operate within certain time limits, such as the morning market, afternoon market, weekend market and so on. Traditional markets are usually managed by the government or private, the available facilities are usually wards, loads-loads, warehouses, shops, stands/kiosks, public toilets around traditional markets. In traditional markets the buying and selling process occurs humanely and communication with high family values. While modern markets are not much different from traditional markets, this type of market does not directly interact with buyers, but buyers see the price tags listed on the goods (barcodes), are in buildings and the services are carried out independently (self-service) or served by salesperson (Noor Naziah, 2018).

Goods sold, other than foodstuffs such as: fruit, vegetables, meat; most of the others for sale are durable goods. Examples of modern markets are hypermarkets, supermarkets and mini markets. In the case of refunds to buyers, supermarket cashiers often round up the change, which in the end is detrimental to the buyer (the change that is the buyer's rights is reduced because it is rounded down as a result of rounding up the price of goods). People today prefer to shop at supermarkets, which are now found in many places. They feel more comfortable and more practical when shopping at supermarkets, they don't have to bother with bargaining and don't have to feel the stuffy market air, however, choosing to shop at supermarkets means that people have to pay a little more than the prices in traditional markets.

The prices of goods sold at large minimarkets, supermarkets, hypermarkets are nominally priced using the value price after the comma. Then automatically the customers will feel disadvantaged because the sale is not sold at a rounded price. The automatic rounding menu in the minimarket software is a very useful menu for the price of goods up to the rupiah denomination that has no money. an explanation of the use of automatic rounding menus, basically every business actor who trades retail goods and services to consumers is required to state the price of goods or service tariffs in a clear, easy to read and easy to see manner, as contained in Article 6 of the Minister of Trade Number 35 of 2013 which reads , unless stipulated otherwise by laws and regulations, business actors who trade goods in retail and/or service tariffs in rupiah, while the determination of goods and/or service tariffs as referred to in paragraph must use the prevailing currency and nominal rupiah (Purborini, 2021).

In the event that the price of goods and/or service tariffs contains a nominal fraction of Rupiah that is not in circulation, business actors may round off the price

of goods and/or service tariffs by taking into account the nominal Rupiah in circulation. The rounding as referred to in paragraph 3 shall be informed to the consumer at the time of payment. From the article above, we can see that in this case, business actors may round up the goods purchased because the price of the goods contains a nominal fraction of rupiah that is not in circulation (the final price is Rp. 765). Business actors can round it into Rp. 800 for taking into account the nominal Rupiah in circulation. However, as long as the rounding up (end price becomes Rp. 800) is informed to the buyer during the transaction, this does not violate the law, if this does not occur according to the consumer protection law, it is very clear that the consumer must not be harmed.

Legal Consequences on Business Actors If There is a Violation of Price Rounding that may Harm Consumers Judging from Law Number 8 of 1999 concerning Consumer Protection

Consumers are generally defined as the final users of the products handed over to them by entrepreneurs, namely everyone who gets goods to be used and not to be traded or traded again, but the understanding of consumers in a general sense is anyone who gets goods and services used for certain purposes. Meanwhile, according to Article 1 point 2 of the Law on Consumer Protection, a consumer is every person who uses goods and/or services available in the community, both for the benefit of himself, his family, other people, and other living creatures and not for trading. For intermediate consumers, goods or services are capital goods or services, in the form of raw materials, auxiliary materials or components of other products to be produced. These intermediate consumers get the goods or services in the industrial market or producer market (Sabani, 2019).

Looking at the nature of the use of these goods and/or services, these intermediate consumers are actually entrepreneurs, both individual entrepreneurs and entrepreneurs in the form of legal entities or not, both private entrepreneurs and public entrepreneurs (state-owned companies), and may consist of providers of funds (investors).), the maker of the final product used by the final consumer or producer, or the provider or seller of the final product such as a supplier, distributor, or trader. While the final consumer, the goods and/or services are consumer goods or services, namely goods and/or services that are usually used to meet their personal, family, or household needs (consumer products).

Another obligation that needs further explanation is the obligation of consumers to comply with legal efforts to settle consumer protection disputes properly. This obligation is considered a new thing, because prior to the promulgation of the Consumer Protection Law, there was hardly any special obligation like this in civil cases, while in criminal cases the suspect/defendant was mostly controlled by the police and/or prosecutors. The existence of such obligations as regulated in the Consumer Protection Law is considered appropriate, because this obligation is to balance the rights of consumers to obtain appropriate consumer protection dispute resolution efforts. This right will become easier to

obtain if consumers follow proper dispute resolution. It's just that this consumer obligation is not sufficient for this purpose if it is not followed by the same obligation on the part of business actors (Suwandono, 2016).

The Consumer Protection Law does not only regulate the rights of business actors, but also regulates the obligations of business actors. In Article 7 of the Consumer Protection Law, it is the obligation of business actors, among others, to have good faith in carrying out their business activities, to provide true, clear and honest information regarding the conditions and guarantees of goods and/or services as well as to explain the use, repair and maintenance, treat or serve consumers correctly and honestly as well as non-discriminatory, guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services.

In the Consumer Protection Act, it appears that good faith is more emphasized on business actors, because it covers all stages in carrying out their business activities, so that it can be interpreted that the obligation of business actors to have good intentions starts from the time the goods are designed/produced to the after-sales stage, on the other hand, consumers only are required to have good faith in making purchases of goods and/or services. This is of course due to the possibility of losses for consumers starting when the goods are designed/produced by producers (business actors), while for consumers, the possibility of harming producers begins at the time of making transactions with producers (Taklima, 2018).

These consumer goods and/or services are generally obtained in consumer markets. The value of goods or services used by consumers in their daily needs is not measured on the basis of mere economic profit and loss, but solely to fulfill the needs of the body and soul of the consumer. In essence, there are two important legal instruments that form the basis of legal protection policies for consumers, namely, the Currency Law, as the source of all sources of currency law in Indonesia. The enactment of this Law provides hope for the Indonesian people to obtain protection for losses suffered on transactions of goods and services.

With the establishment of legal protection providing economic development and development as well as the influence of globalization and technological progress, it has brought an impact on every aspect of human life, especially in the fields of industry and trade which produce goods and services in meeting the needs of life. This condition brings benefits for business actors, especially consumers because there are more opportunities to get goods or services at competitive prices. But on the other hand, it also has a negative impact because it causes the position of business actors and consumers to become unbalanced and consumers are in a weak position. Consumers become the object of business activity to reap the maximum profit by business actors through promotional tips, sales methods, refunds for shopping with sweets and the application of standard agreements that are detrimental to consumers (Tampubolon, 2016).

The price of goods sold in supermarkets is nominally priced using the value after the comma. Then automatically the customers will feel disadvantaged because the sale is not sold at a rounded price. The Automatic Rounding Menu in Minimarket Software is a very useful menu for the price of goods up to the rupiah denomination that has no money. Explanation of Using the Auto Round Menu. Basically, every business actor who trades goods in retail and/or services to consumers is obliged to state the price of goods or service tariffs in a clear, easy to read and easy to see manner. With cases that often occur in buying and selling transactions at supermarkets, as for the legal protection regulated in Indonesia, namely, sanctions for business actors according to Law Number 8 of 1999 concerning consumer protection, namely compensation in the form of refunds or replacement of goods. .

Compensation is given within a grace period of 7 days after the transaction date. Administrative Sanction: maximum Rp. 200,000,000 (two hundred million rupiah), through BPSK if it violates Article 19 paragraphs (2) and (3), 20, 25 Criminal Sanctions (1) Imprisonment, 5 years, or a fine of Rp. 2,000,000,000 (two billion rupiah) (Article 8, 9, 10, 13 paragraph (2), 15, 17 paragraph (1) letter a, b, c, and e and Article 18 and Imprisonment, 2 years, or a fine of Rp. 500,000,000 (five hundred million rupiah) (Article 11, 12, 13 paragraph (1), 14, 16 and 17 paragraph (1) letter d and f. Other criminal provisions (outside of Law No. 8 Year. 1999 concerning Consumer Protection) if the consumer is seriously injured, seriously ill, permanently disabled or dead. The additional penalties are, among others, announcement of a judge's decision, revocation of business license, prohibited from trading in goods and services and obliged to withdraw from circulation of goods and services (Pramiudi & Zesica, 2016).

Business actors who sell goods and/or services to other business actors will still be responsible for claims for compensation and/or consumer claims even if they do not have a contractual relationship with the consumer concerned. The liability referred to in this article is responsibility based on unlawful acts. The basis of this responsibility is mainly due to the conditions stipulated in the article, namely if other business actors who sell their goods and/or services to consumers do not make any changes to the said goods and/or services, or if other business actors who carry out the transaction buying and selling with producers, not aware of any changes in goods and/or services made by producers, or the producer concerned has produced goods and/or services that are not in accordance with the sample, quality, and composition previously agreed upon (Paryadi, 2018).

However, business actors who produce goods are freed from responsibility for losses suffered by consumers, if the goods are proven not to be circulated or not intended to be circulated, defective goods arise at a later date, defects arise due to compliance with provisions regarding the qualification of goods, negligence caused by consumers, and the lapse of the prosecution period of 4 (four) years since the goods were purchased or the time period agreed upon.

This article is a supporting article for business actors who release them from their responsibility to provide compensation to consumers. In this regard, if it is related to the general principles of civil law, it can be said that anyone whose actions harm other parties is obliged to provide compensation to those who suffer the loss. As a result of the losses suffered by consumers, the lawsuits that are commonly used are usually defaults or acts against the law. If there is a contractual relationship between the consumer and the business actor, then the lawsuit is a breach of contract. Losses experienced by consumers are due to not carrying out achievements by entrepreneurs or business actors. If the consumer uses a lawsuit against the law, then the contractual relationship between the consumer and the business actor is not required (Asri Asmara, 2018).

In general, claims for compensation for losses suffered by consumers as a result of using the product are only classified into two categories, namely, if the claim for compensation is based on default, then the defendant and the plaintiff (the producer and the consumer) are bound by an agreement first. Thus, the third party (not as a party to the agreement) who is harmed cannot claim compensation on the grounds of default. In contrast to claims for compensation based on default, claims for compensation based on unlawful acts do not need to be preceded by an agreement between the producer and the consumer, so that claims for compensation can be made by any party who is harmed, even though there has never been an agreement relationship between the producer and the consumer. Thus, third parties can claim compensation.

D. Conclusion

Based on the description of the explanation that has been conveyed above, the researcher can draw several important points regarding the rounding of prices of goods in supermarkets according to the Minister of Trade and in relation to the consumer protection law, the results of this study explain that the market is one of the most important factors in economic life. Markets can be interpreted narrowly as a place where goods or services are traded. According to economists, the notion of a market is an organization in which buyers and sellers of certain goods or services interact either directly or indirectly. According to Article 6 of the Regulation of the Minister of Trade Number 35 of 2013 it is stated that the statutory regulations, Business Actors who trade goods in Retail and/or service tariffs in Rupiah. (2) The determination of goods and/or service tariffs as referred to in paragraph (1) must use the prevailing currency and nominal Rupiah. From the article above, we can see that indeed, business actors in this case may round up the goods purchased because the price of the goods contains a nominal rupiah denomination which does not. In buying and selling transactions, it is necessary to pay attention to the legal terms of the agreement as contained in Article 1320 of the Civil Code which states that the legal terms of the agreement are agreement, skill, a certain thing and a lawful cause. Likewise in buying and selling transactions

at supermarkets, that in the act of rounding off the prices of odd goods, an agreement is needed between the cashier in this case representing the business actor and the consumer as the buyer, so that each party does not feel disadvantaged by the odd price.

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