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Juridical Analysis Of The Validity Of Consumer Refunds In The Form Of Goods In Sale And Purchase Transactions By Business Actors In Review Of Law Number 8 Of 1999 Concerning Consumer Protection.

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rticle Info	Abstract
Received: May 1, 2024 Accepted: July 20, 2024 Published: August 2, 2024	This study aims (1) To find out how the validity of the return of consumer money in the form of goods from buying and selling transactions by business actors in terms of Law No. 8 of 1999 concerning Consumer Protection, (2) Knowing how the legal effects of consumer money in the form of goods from buying and selling transactions by business actors. The type of research used by researchers is normative legal research, namely through the approach of legislation - invitations, conceptual approaches and case approaches. The sources of legal material used are the 1945
Keywords: Transactions, Buying and Selling, Consumer Protection	Constitution, the Civil Code, Permendagri, and PBI. The results showed that (1) UUPK as a law governing consumer protection, has not specifically regulates the transfer of the form of consumer change into the form of goods. The UUPK has not legally regulated the rights of consumers to their change. (2) The consequences of criminal law for business actors who divert money in the form of goods when the sale and purchase transaction in Article 33 point 1 (a) of Law Number 7 of 2011 concerning Currency. Namely, "Everyone who does not use
Corresponding Author: Mario Christopher Janssen Yana Radja Oejoe,	rupiah in transactions that have the purpose of payment can be subject to criminal penalties with a maximum sentence of 1 year in prison and a maximum fine of Rp 200 million". Also regulated in Law Number 1 of 1946 concerning Criminal Law

1. Introduction

Consumer complaints about business behavior in stores and mini markets are changing change for goods. The change that will be exchanged for goods is change that is worth hundreds of rupiah. This often happens because the value of hundreds of money is considered to have a small real value, so consumers do not care about the nominal money. The actions of economic actors are acts that violate consumer rights. In practice, the relationship between consumers and business actors is not in accordance with the Consumer Protection Law. When consumers spend their money at supermarkets, it sometimes happens that the supermarket clerk or cashier gives change that is not in accordance with what should be received on the grounds that there is no change in the form of change, which in turn is where consumers are asked to donate (donate) to charities managed by supermarkets, exchange it for candy and also encountered where the supermarket rounds up the total price to be paid by consumers. Consumers are inconvenienced and their right to change is not being fulfilled and businesses are shirking their responsibilities towards consumers. The non-fulfillment of the right to change in buying and selling transactions has legal consequences where the transaction can be canceled through a court decision and for business actors such actions violate the Consumer Law and the Law on currency where legal sanctions are in the form of fines and confinement (Syahputra, 2018).

One of the causes of the return of coins that are not as they should be or do not match the value of the currency is that business people are sometimes lazy to exchange some of the banknotes into coins. In addition, many business people still do not know where to exchange the banknotes into coins. Problems like this occur due to the lack of socialization of existing services to exchange money owned by the community in paper form into coins or vice versa. However, not a few business actors who already know but pretend. Because if you look deeper, this does not have the right sanctions if done.

As time goes by, the practices mentioned above do not only occur in supermarkets, but also in stalls, kiosks and grocery stores. The community has slowly come to understand the existence of these things. The community realizes that the practice of making change and replacing the remaining purchase money with candy does not occur intentionally but rather there is a situation that encourages the practice to be carried out (Hasibuan, 2017).

Consumers are often placed in an unfavorable position. This is based on the fact that there are still many consumers who do not understand that they have rights protected by the GCPL. Businesses often place themselves above consumers and act arbitrarily towards consumers who are considered weak. In general, people are not fully aware of their rights as consumers, that returns in the form of candy are very detrimental to consumers because candy is not a legal means of payment. The actions of business actors who do not give the public change that is not in the form of money or accordingly will cause consumers to suffer material losses, albeit in small amounts (Oktivana, 2014).

A common phenomenon in some stores and minimarkets is that customers' change during transactions is converted into goods such as candy. Judging from the example above, it is natural for consumers to feel aggrieved, and it cannot be denied that if both parties agree, the form of transaction is valid. However, since the consumer has the right to demand change in accordance with their rights, economic actors should not ignore this because the fraction is small, because consumers have the right to demand change in accordance with their rights.

Bank Indonesia (BI), according to Article 23 paragraph 1 of Law No. 7/2011, prohibits shops or retailers from using candy as change from customers. This is because rupiah notes must be returned with rupiah notes with smaller denominations. The buyer

has the right to refuse, if returned with candy. Because candy is not legal tender. In the last decade, Bank Indonesia has issued coins of around Rp 6 trillion, but only Rp 900 billion or 16% has been returned to Bank Indonesia with a downward trend. This is due to the culture of the people who still consider coins not as a transaction tool. This condition causes the circulation of Rupiah money, especially coins in the community, to be not optimal (Laucereno, 2017).

The validity of candy in payment transactions is based on the provisions of Article 2 paragraph (2) of Law Number 7 of 2011 concerning Currency and Bank Indonesia Regulation Number 6/14/PBI/2004 concerning the Issuance, Circulation, Revocation and Withdrawal, and Destruction of Rupiah which states that banknotes and coins are legal tender in the territory of the Republic of Indonesia, so candy is not a legal tender because based on this article the legal currency is banknotes and coins (Dwilaksmi. 2015).

Consumer protection is a fairly new thing in the world of laws and regulations in Indonesia, although support for the need for comprehensive laws and regulations for consumers has been echoed for a long time, monopolistic practices and the absence of consumer protection have put consumers in the lowest position in the face of business actors (in the broadest sense). The absence of alternatives for consumers has become an open secret in the business world or industry in Indonesia, and the ignorance of consumers in dealing with business actors is clearly detrimental to the interests of society.

The Unitary State of the Republic of Indonesia based on the 1945 Constitution of the Republic of Indonesia (UUD RI) is a state of law that regulates the interests of citizens in various aspects of life, including economic aspects. The state in the legal order of the economy is given the legal authority to act in regulating everything related to the economy. In this economic aspect, it includes issues of trade, buying and selling, and so on, from trading and buying and selling activities have proven that every human being cannot be far from living in society and also needs each other. Indeed, the role of law in the economic context is to create an economy and incentive market. This definition is not limited to issues concerning the relationship between law and economic activity, but includes various results, economic sharing which is a Human Right which means that the distribution of these results is the distribution of results or received by each business actor as a provider of goods and / or services and consumers in accordance with their respective rights.

In Indonesian Legislation, the term consumer as a formal juridical definition is found in Law Number 8 Year 1999 on Consumer Protection (UUPK). UUPK states that a consumer is any person who uses goods and/or services available in the community, both for the benefit of themselves, their families, and other living beings and not for trade. Before the emergence of the UUPK, which was enforced by the government starting April 20, 2000, there were practically few firm normative definitions of consumers in positive law in Indonesia.

In the Outline of State Policy (MPR Decree No. II/ MPR/ 1993, the word consumer is mentioned in the context of discussing the objectives of the trade sector. There is no further explanation of the meaning of the term in the decree. Among the normative provisions is Law No. 5/1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition, which contains a definition of a consumer, namely every user and or user of goods and or services, both for their own benefit and the benefit of others. The limitation is similar and the outline of its meaning is taken up by the GCPL.

Protection of consumers is very urgent for every community in any circle, so this will certainly be regulated in every country as well as Indonesia, this consumer protection is regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). The community as consumers must receive protection or protection from law enforcement, including economic interests. Protection of economic interests is urgent because the focus of development is now still oriented towards economic development. This is where economic and legal interests need to be accommodated with a written law in the form of laws and regulations on consumers in Indonesian positive law.

Minimarket is a type of modern retail business that is growing rapidly by multiplying branches in the regions and using a franchise system in increasing the number of outlets. The purpose of this is to increase the scale of the business in order to compete with supermarkets and hypemarkets that are few in number, this strategy will strengthen the minimarket bargaining position to product suppliers. Minimarket itself is divided into 2 namely minimarket franchise or "Franchise" and independent minimarket. Seeing the above problems according to Law Number 8 of 1999 concerning Consumer Protection or what is often called UUPK, these problems must also be seen from the provisions of Law Number 9 of 1961 concerning the Collection of Money and Goods or Services which can be called UUPUPB, such as Article 5 of UUPUPB which explains that every donation is made voluntarily and without coercion is one of the conditions for granting permission to collect money or goods. The Consumer Law or UUPK was made and passed in order to protect consumer rights, as well as the matter of consumers having to receive their full change from the UUPUPB explains that in donating money it must be based on voluntarism and there is no coercion. From here, the law as an instrument to achieve justice and legal certainty plays a role in protecting the rights of a consumer.

Based on the explanation above that in payment transactions there are business actors that still cause problems that ignore consumer rights. On this basis, the author is interested in conducting an in-depth analysis related to aspects of consumer protection against the transfer of change with candy and the validity of candy in payment transactions with related regulations. The author conducts research entitled **JURISDICTIONAL ANALYSIS OF THE VALIDITY OF THE RETURN OF CONSUMER MONEY IN THE FORM OF GOODS IN SELLING TRANSACTIONS BY BUSINESS ENTERPRISES UNDER THE NUMBER 8 YEAR 1999 CONSUMER PROTECTION BILL.**

2. Research Methods

This research is a normative legal research because in this research the author focuses on analyzing the applicable GCPL Law where looking at the conditions in the field it is still often found that many business actors still give change in the form of goods or candy instead of small change. This research uses primary legal sources and secondary legal materials primary legal materials consist of regulations, official records, or minutes in the making of regulations and decisions of judges and secondary materials used in this research are sourced from library materials, legal literature books, journals, opinions of experts related to the subject matter of this research. Furthermore, the data obtained will be analyzed and presented in qualitative form.

3. Results and Discussion

The Validity of Consumer Refunds in the Form of Goods from Sale and Purchase Transactions by Business Actors in Review of Law Number 8 of 1999 concerning Consumer Protection

The rupiah currency is a *legal tender* in the territory of the Republic of Indonesia. What is meant by *legal tender* is defined as "*The money (bills and coins) approved in a country for the payment of the debts. The purchases of goods, and other exchanges for value*". This means that banknotes and coins are accepted in the country as a means of payment for debts, purchases of goods and other exchanges for value. Money legally cannot be rejected as a means of payment. Money as a legal tender consists of banknotes and coins, as stipulated in the Bank Indonesia Act is currency (banknotes and coins). The use of rupiah currency in the territory of the Republic of Indonesia is seen as a form of respect for the sovereignty of the Indonesian nation, especially in the economic field. Money is considered to affect the operation of an economy by influencing the price level, consumption level, production volume and wealth distribution. Given the importance of money to facilitate the economic activities of society, so that the main things related to money are set forth in the constitutional material of a country.

Regulations regarding currency in Indonesia are contained in Article 23 B of the 1945 Constitution which states that "The kind and price of currency shall be determined by law". Further implementation provisions regarding currency are mostly regulated in the Bank Indonesia Law, and then reaffirmed by the State Finance Law. Every transaction that has a payment purpose in the territory of Indonesia must use the rupiah currency that applies to cash and non-cash transactions as in Article 3 paragraph (1) of Bank Indonesia Regulation Number 17/3/PBI/2015 concerning the Obligation to Use Rupiah. In the territory of the Unitary State of the Republic of Indonesia, if you violate these provisions, you will be subject to criminal sanctions as in Law No. 7 of 2011 concerning Currencies. This is because in terms of money law, it is related to the interests of security in general, which includes legal protection of security, health, safety and order in transactions.

The practice of changing change is familiar to the general public, commonly used in convenience stores, supermarkets, and other shopping systems. However, many of them may not understand what the practice of change fulfillment is. Refunds for remaining purchases are money that is the remaining payment of the purchase price of an item that the seller must return to the Buyer payment of the purchase price of the item that the seller must return to the buyer (Hasibuan, 2017). Getting change is a right owned by consumers. the definition of "right" itself is an interest that is protected by law and gives enjoyment and discretion to individual rights holders in its implementation. Human rights can arise because of their nature, because of the law, or from contractual relationships.

The agreement that occurs in the sale and purchase of goods is an agreement to provide/deliver goods. In this case, the parties involved are buyers (consumers) and sellers (business actors). To obtain the goods and/or services offered by the business actor, the consumer promises to give a certain amount of money according to the set price in exchange for the goods that were offered must be given and become the

property of the consumer. For consumers, if their obligation to pay a price for goods and/or services has been carried out, then they are entitled to the goods to be given to them. And it is the obligation of the business actor to deliver the goods along with the change. From the explanation above, it can be concluded that the right to change is the right of consumers in the form of a return in the form of money for payment with a value exceeding the goods/services offered, change is one of the rights of consumers in obtaining goods/services according to their exchange value. In the example case, there is a violation of the obligation of business actors to provide consumer refunds. The legal basis that obliges business actors to return consumer change is contained in Article 1360 of the Civil Code which reads: "Whoever intentionally or knowingly receives something that should not be paid to him, is obliged to return the goods that should not be paid to the person from whom he received them".

In addition, Article 4 letter b of the GCPL explains that consumers are given the right to choose goods and/or services and obtain these goods and/or services in accordance with the exchange value and conditions and guarantees promised. From the description of the article above, it can be underlined that consumers are entitled to get goods according to the exchange rate, with the analogy that for example there is an item whose value is Rp. 9500, then he is entitled to get the item for Rp. 9500, if he pays with bills of Rp.10,000 then of course he is entitled to change the remaining Rp.500, because the remaining Rp. 500.00 is not his obligation to pay the price of the goods.

As consumers, they feel that the right to obtain goods and / or services in accordance with the exchange rate is not fulfilled, and the right to correct, clear and honest information regarding the conditions and guarantees of goods and / or services has not been fully implemented by business actors. A sale and purchase agreement is an agreement by which one party binds himself to deliver an object and the other party to pay the promised price.

Consumers and business actors conduct buying and selling transactions, consumers as buyers and business actors as sellers. Consumers make payments, while business actors provide goods that have been purchased by consumers. If the consumer gives money that exceeds the price of the goods purchased, the business actor is obliged to return the rest of the consumer's money, but sometimes the business actor returns not in the form of money but offers the rest of the change to be used as social donation money, so it is necessary to protect consumers, namely regulating the payment system for consumer change (Destinda, 2019).

Consumers also have the right to know the purpose of the change that will be donated by the business actor, because consumers in Law Number 8 of 1999 concerning Consumer Protection Article 4 paragraph (7) have the right to be treated or served correctly and honestly and without discrimination in conjunction with Law Number 9 of 1961 concerning the collection of money and goods, hereinafter referred to as UUPB, according to the provisions of Article 5 states that the provision of voluntary donations, the absence of coercion is one of the conditions for granting a license to collect money and goods. The parties involved in the transfer of consumer shopping refunds in the form of social donations, the responsibility of business actors to consumers who are harmed by the transfer of consumer shopping refunds for losses due to the transfer of consumer shopping refunds into the form of social donations.

The transfer of change without the knowledge of the consumer can be said to be a defect of will, because in this case the consumer should get change according to the price

of the goods purchased but the cashier gives change that is not appropriate and without prior notice, this can be classified as misdirection because the consumer never knows the transfer of change that is transferred and the business actor never notifies before the transaction, Then it is classified as coercion because consumers are not asked for their sincerity or consent to the rounding carried out by the business actor so that the money is given not voluntarily but is done unilaterally by the business actor, so that indirectly there is coercion.

The factor that causes business actors to divert small change in buying and selling transactions in the form of goods is because business actors do not want to provide a stock of coins for change, which is what one of the cashiers does, which returns change to consumers with goods. Consumers often do not care about making change, because the amount of change is only small. Some consumers when given a return with goods not with change (Dwilaksmi, 2015)

Business actors and consumers do not understand their respective rights and obligations, in buying and selling transactions. So that ignorance, rarely do both consumers and business actors carry out their rights and obligations. According to the provisions of Article 60 paragraph (2) jo. Article 60 paragraph (1) of the Consumer Protection Law, the administrative sanction that can be imposed by BPSK is in the form of a determination of compensation in the amount of Rp 200,000,00 (two hundred million rupiah) against business actors who violate the non-implementation of compensation by business actors to consumers, in the form of refunds.

Consumer change in transactions in the community is not regulated in the Consumer Protection Law but what is regulated in this law is regarding consumer rights and obligations of business actors. It can be used as a basis for making transactions, namely the Currency Law which says that the legal means of payment is the Rupiah.

Giving change is the seller's obligation and candy (as change) is not currency, so change in the form of goods is not justified. Based on Article 2 paragraph (2) of the BI Law, all transactions within the territory of the Republic of Indonesia must use rupiah, no matter how small the transaction is. When viewed from this article that an item is not a legal tender. If the consumer or buyer does not accept the change replaced with goods then the act of giving change with the goods can be punished. Aggrieved consumers can also report this to the Non-Governmental Consumer Protection Agency (LPKS) or the Consumer Dispute Resolution Agency (BPSK).

Based on the provisions of Law No. 23 of 1999 concerning Bank Indonesia as last amended by Government Regulation in Lieu of Law No. 2 of 2008 concerning the Second Amendment to Law No. 23 of 1999 concerning Bank Indonesia (BI Law) Article 2 paragraph (2) which states that: "Rupiah money is legal tender in the territory of the Republic of Indonesia."

Therefore, because the use of Rupiah in Indonesia itself is an obligation, if the obligation is not carried out, the act is a criminal offense punishable by imprisonment and a fine based on Article 33 paragraph 1 of the Currency Law letters a and b which states "Every person who does not use Rupiah in transactions that have the purpose of payment and settlement of other obligations that must be fulfilled with money as referred to in Article 21 paragraph (1) shall be punished with a maximum imprisonment of 1 (one) year and a maximum fine of Rp 200,000,000.00 (two hundred million rupiah)." So that if the business actors do not fulfill their obligations with money (banknotes and

coins), namely by continuing to provide returns in the form of candy instead of coins in payment transactions, the business actors can be subject to sanctions in the form of criminal sanctions (Andi, 2022).

Therefore, only rupiah money can be used as a means of payment as well as a return of the remaining payments made by consumers. Furthermore, Article 2 paragraph (3) of the BI Law states that "Every act that uses money or has the purpose of payment or obligations that must be fulfilled with money if carried out in the territory of the Republic of Indonesia must use rupiah money, unless otherwise determined by Bank Indonesia Regulation." In this article, every payment must use rupiah money unless there are other regulations from Bank Indonesia.

Legal Consequences of Consumer Refunds in the Form of Goods by Business Actors

The transfer of consumer change in a sales and purchase agreement in the form of rounding up prices, replacing them with candy or donating them to a charity fund without the knowledge of the consumer is a defect of will and can also be classified as coercion because consumers are not asked for their sincerity or consent to the rounding up by the business actor so that the money is given not voluntarily but is done unilaterally by the business actor so that indirectly there is coercion. Agreement is a subjective requirement, and based on Article 1321 of the Civil Code, if the terms of agreement are not fulfilled, the agreement can be canceled, in Article 62 paragraph (1) of the GCPL where business actors who violate Article 15 of the GCPL where business actors in offering goods and or services are prohibited from doing so by means of coercion or other means that can cause physical or psychological disturbance can be punished with a maximum imprisonment of 5 years or a maximum fine of Rp. 2,000,000,000 (two billion rupiah). Business actors do not fulfill their obligations as stated in Article 7 of the GCPL regarding the obligation of business actors to make good faith in carrying out their business and to serve consumers honestly and non-discriminatorily. Meanwhile, Article 8 paragraph (1) point (a) of the GCPL relates to the consumer's right to change in a buy-sell agreement where business actors are obliged to fulfill their obligations in fulfilling consumer rights in receiving valid change.

The legal basis of consumer protection in essence, there are two important legal instruments that form the basis of consumer protection policy in Indonesia, namely: First, the 1945 Constitution, as the source of all sources of law in Indonesia, mandates that national development aims to realize a just and prosperous society. The goal of national development is realized through a democratic economic development system that is able to grow and develop a world that produces goods and services that are suitable for consumption by the public. Second, Law No. 8 of 1999 on Consumer Protection (UUPK). The enactment of this Law provides hope for the people of Indonesia, to obtain protection for losses suffered from transactions of goods and services. The GCPL guarantees legal certainty for consumers (Gunawan, 2000). Business actors commit acts that violate the law, which must be done by business actors, namely, bearing the negligence themselves. This is the responsibility of business actors based on Article 19 of Law Number 8 of 1999 concerning Consumer Protection, namely that business actors are responsible for providing compensation for damage, pollution, and / or consumer losses due to consuming goods and / or services produced or traded provided that the compensation can be made in the form of a refund or replacement of goods and / or services of a similar or equivalent value, or health care and / or compensation in accordance with the provisions of applicable laws and regulations. The compensation shall be given within 7 (seven) days after the transaction date. For this reason, the obligation of business actors to provide compensation is based on Article 19 of GCPL (Holijah, 2020).

4. Conclusion and Recommendations

- Based on the description above, the author suggests the following conclusions:
- 1. Consumer refunds in kind are unlawful and prohibited by the government. This raises legal issues that must be considered in court, especially in the context of returning consumer payments at the cashier. To ensure the fulfillment of consumer rights, consumer protection against refunds in kind must be guaranteed by economic actors. Therefore, to prevent people from replacing candy or other products with small change, regulations need to be strengthened and economic actors must be more closely monitored. The legal provision of money as a medium of exchange for buying and selling in Indonesia is that every transaction that has the purpose of payment in the territory of Indonesia must use rupiah currency that applies to cash and non-cash transactions as in Article 3 paragraph (1) of Bank Indonesia Regulation Number 17/3 / PBI / 2015 concerning Obligation to Use Rupiah in the Territory of the Unitary State of the Republic of Indonesia.
- 2. Based on the relevant regulations, including in Article 21 paragraph (1) of the Currency Law, which in the article "states that, rupiah must be used in every transaction that has a payment purpose, as well as the settlement of other obligations that must be fulfilled with money and other financial transactions carried out within the Republic of Indonesia". And then there is Article 2 paragraph (2) UUBI, namely, "rupiah money is a legal means of payment in the territory of the Republic of Indonesia". And the last regulation is contained in the Law on Consumer Protection (Law No.8 of 1999), where in this case "consumers should not be harmed and consumers are entitled to the rest of the change in the form of rupiah money and the seller or business actor must behave and behave well to the buyer / consumer by giving rupiah money for the rest of the change in the payment transaction no matter how small the nominal that must be returned by the seller to the consumer".

As for the next, based on this research, there are a number of suggestions that can be proposed to several parties related to the Juridical Analysis of the Validity of Consumer Refunds in the Form of Goods in Sale and Purchase Transactions by Business Actors in Review of Law Number 8 of 1999 concerning Consumer Protection, namely as follows:

- 1. For the community (consumers), it is hoped that they will be more pro-active in reporting losses suffered as a result of negligence from supermarket business actors, whether intentional or not.
- 2. For businesses to provide or exchange some banknotes into coins. To minimize the inconvenience for consumers in receiving change in exchange for goods or candy.
- 3. The government must be responsible for fostering the implementation of consumer protection that ensures the rights of consumers and business actors, by creating a healthy business climate between business actors and consumers, as well as socializing laws and regulations and information related to consumer protection. Supervision of the implementation of consumer protection and the application of strict laws and regulations.

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