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RESEARCH ARTICLE

JURIDICAL REVIEW OF FOOD PRODUCTS THAT DO NOT INCLUDE AN EXPIRATION DATE IN INDONESIA

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Abstract

The title of this study is "Juridical review of food products that do not include an expiration date. In Indonesia" The research method in this study used a normative juridical approach. The results of the study were analyzed using a qualitative normative analysis method. The results of the study indicate that business actors who do not include an expiration date from a private law perspective are violating Article 8 paragraph (1) letter g and letter i of Law Number 8 of 1999 concerning Consumer Protection. Consumers have rights, as evidence in this matter can be seen with the imposition of a criminal sentence in the form of imprisonment and the confiscation of the products that are circulated for destruction, as regulated in Article 62 paragraph (1) in conjunction with Article 8 paragraph (1) letter g and the letter i of the Law. Number 8 of 1999 concerning Consumer Protection. Other regulations governing expired food are Article 97 paragraph (3) of Law Number 18 of 2012 concerning Food and Article 3 paragraph (2) P.P. Number 69 of 1999 concerning Food Labels and Advertisements.

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Introduction:-

The weak position of consumers is affected by the strong position of producers (business actors). Consumers only receive and consume products produced by business actors. In general, consumers are economically weak people and do not have much choice but to only consume the goods/services produced by business actors. Meanwhile, business actors understand more about the exact circumstance, condition, and quality of the goods produced. Business actors have the freedom to determine all kinds of interests. Consumers are limited in the range of their knowledge of information about the nature and quality of needed goods 1. An institution has been formed that aims to bring consumers to defend their rights as consumers, namely the Indonesian Consumers Foundation, but consumers are still reluctant to go through the judiciary for themselves so that they are more resigned to what they experience².

Fundamentally, consumers also require universal legal protection. Given the weak position of consumers in general compared to the position of producers who are stronger in many respects, the discussion on consumer protection will always be current and it is always important to study³.

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Concerning the weak bargaining position of consumers, there are still business actors who take advantage of these conditions to gain profits by taking actions that violate consumer rights 4. For instance, by producing food products that do not include expiration date and item label, the feasibility of the product is not guaranteed.

Healthy food is defined as food that contains substances needed by our bodies. Healthy food contains balanced nutrition, namely food that is full of nutrients and is well consumed by the body. According to nutritionists, healthy food contains four kinds of food, namely staple foods, side dishes, vegetables, and fruit. Let's examine each of the food.

Article 1 point 1 of Law Number 18 of 2012 concerning Food, explains that food is:

“Anything originated from biological sources of the agricultural, plantation, forestry, fishery, animal husbandry, and water products, both processed and unprocessed which is intended as food or drink for human consumption, including food additives, food raw materials, and raw materials other materials used in the process of preparing, processing, and/or making food or beverages.”

Article 1 number 1 of Law Number 18 of 2012 concerning Food explains the meaning of food, where the food itself can be in the form of food or drink.

Food products are very important products for society because every living thing needs food to be able to grow and develop, and to keep the body healthy hence it is ready for activity, therefore matters relating to Consumer Protection are regulated in the Act Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, in order to protect consumer rights and force business actors to fulfill their obligations.

Article 1 point 1 of Law Number 8 of 1999 concerning Consumer Protection explains that:

"Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers."

Article 1 point 1 of Law Number 8 of 1999 concerning Consumer Protection (ACP) states that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Business actors in carrying out business activities must ensure that the products traded meet the standard requirements that have been set therefore the consumers are not harmed. In the community practice, there are still few business actors who are careless about consumer rights and benefit from products that do not meet standards, for example, food products in the form of vermicelli noodles that do not include an expiration date⁵.

Food products that are not accompanied by labeling in accordance with the requirements of health standards, definitely are quite dangerous if consumed by the public as consumers, because they consume food products without knowing the composition, net weight/content, rules for use, date of manufacture, side effects, and the expiration date contained in the product hence such food products can be classified as defective products that are not fit for consumption.

A product must meet the standard requirements that have been set, which in the product packaging must be labeled with correct information on the product. In relation to labeling itself, it has been regulated in Law Number 8 of 1999 concerning Consumer Protection (ACP) and Law Number 18 of 2012 concerning Food, in which the rules regarding labeling are not specifically regulated. The regulation that specifically regulates labeling is Government Regulation of the Republic of Indonesia Number 69 of 1999 concerning Food Labels and Advertisements.

Article 4 letters a and c of Law Number 8 of 1999 concerning Consumer Protection (ACP), is closely related to labeling, that the article states that consumer rights are:

- (a) the right to comfort, security, and safety in consuming goods and/or services;
- (b) the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;

The right to this information is very important because inadequate information conveyed to consumers can also be a form of product defect, which is known as defective instructions or defects due to inadequate information. The right to clear and correct information is intended in order for the consumers to get a correct picture of a product, because, with this information, consumers can decide on the desired product according to their needs and avoid losses due to errors in the product use⁶.

The information includes the benefits of using the product, the side effects of using the product, the expiration date, and the identity of the manufacturer of the product. Such information can be conveyed either orally or in writing, either by placing it on the label attached to the product packaging, or through advertisements submitted by the manufacturer, either through print or electronic media.

In this study, we took one of the cases related to food products whose packaging did not meet the standards required by the legislation, namely in the form of Decision Number 258/Pid.Sus/2018/PNJmr, with the problem formulation: How is the juridical analysis of food products that do not include the expiration date?

Research Method:-

1. Research Types:

This study uses doctrinal legal research or library types research. This study is only aimed at written regulations therefore the research type is very closely related to the library research because it will require secondary data in the library.

2. Approach Method:

The method used in this study is the Normative Legal Research Method, namely research that conceptualizes the law as what is written in the legislation (law in the book) or the law is conceptualized as a rule or norm which is a benchmark for human behavior that is considered appropriate with a statutory approach⁷.

This study uses descriptive-analytical research specifications in accordance with the problems and objectives of this study. Ronny Hanitijo in his book explains that: Analytical description is describing the applicable laws and regulations associated with legal theories from the practice of implementing positive law concerning the problems in this research⁸.

3. Data Sources:

Data collection can be conducted using primary and secondary sources. The primary data source is the first source that is obtained where data is generated⁹ while the secondary source is the source that does not directly provide data for data collection.

4. Data Analysis Method:

The data obtained from the research results will be analyzed using qualitative normative analysis methods. Normative in the sense that research is carried out by examining existing library materials, while qualitative is describing correctly in a systematic form using sentences that are regular, coherent, logical, non-overlapping, and effective, then discussed until conclusions are drawn

Juridical Analysis Of Food Products That Do Not Include The Expiration Date:-

Citizen has the right to receive legal protection, and one of them is the protection of food safety. A product that does not include an expiration date is clearly very detrimental to consumers, therefore it is very necessary for consumers to acquire legal protection, especially with regard to the rights consumers have. On the other side, there is an obligation from business actors to carry out obligations according to the law, therefore, consumer rights are better protected.

SatjiptoRaharjo expressed his opinion regarding legal protection, as follows: "Legal protection is to provide protection for human rights that have been harmed by others and this protection is given to the community so that they can enjoy all the rights granted by law¹⁰ "

Consumer protection law is defined as the overall principles and legal principles that regulate the relationship and problems between various parties with one relating to consumer goods and/or services in social life. Consumer protection is part of the law that contains principles or rules that are regulating and also contains properties that protect the interests of consumers. This is also regulated in Law Number 8 of 1999 concerning consumer protection (hereinafter referred to as Law No. 8 of 1999) which states that "Consumer Protection is all efforts that guarantee legal certainty to provide protection to consumers." According to the General Elucidation of Law Number 8 of 1999, the main factor causing the exploitation of consumers is the low level of consumer awareness of their rights. Naturally, this is closely related to the low level of consumer education. Therefore, the existence of Law No. 8 of

1999 is a strong legal basis for the government to carry out efforts to empower consumers through consumer development and education¹¹.

Normative legal protection of consumers has also been regulated in Article 1 number 1 of Law Number 8 of 1999 concerning Consumer Protection. Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers.

The meaning of the article emphasizes that the state has provided legal certainty guarantees to protect consumers by establishing a Consumer Protection Law. This was also conveyed by Suyadi who provides an explanation of the Consumer Protection Law, are: the overall regulations that regulate all human behavior related to consumers and business actors accompanied by sanctions for violators¹².

Based on Article 1 point 1 of Law Number 8 of 1999 concerning Consumer Protection and the opinions of SatjiptoRaharjo and Suyadi, it can be concluded that legal protection for consumers is the protection of consumer rights which have been regulated in laws and regulations. With regard consumer rights itself, it has been regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. The types of consumer protection referred to are as follows:

- a. the right to comfort, security, and safety in consuming goods and/or services;
- b. the right to choose goods and/or services and to obtain such goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
- c. the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- d. the right to have their opinions and complaints heard on the goods and/or services used;
- e. the right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- f. the right to receive consumer guidance and education;
- g. the right to be treated or served correctly and honestly and not discriminatory;
- h. the right to obtain compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or not properly;
- i. rights regulated in the provisions of other laws and regulations.

The Consumer Protection Act in addition to regulating rights also regulates consumer rights which must be protected in Article 4 letter (a) and letter (c), namely:

- a. The right to comfort, security, and safety in consuming goods and/or services;
- b. The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services.
- c. The right to comfort, security, and safety in consuming goods and/or services.

In addition to being regulated in the Consumer Protection Law, normative consumer protection is also regulated in Law Number 18 of 2012 concerning Food. This is as stated in Article 91 Paragraph (1): In terms of supervision of safety, quality, and nutrition, for every Processed Food made domestically or imported for trading in retail packaging, Food Business Actor is required to have a distribution permit.

Consumer protection was also conveyed by Ahmadi Miru and SutarmanYodo in their book entitled Consumer Protection Law, explaining that: the right to security and safety is intended to ensure the safety and security of consumers in the use of goods or services obtained so that consumers can avoid losses (physical or psychological) when consuming a product¹³.

The right protection to correct, clear and honest information regarding the conditions and guarantees of goods and/or services, is a tool regulated in Article 4 letter c of Law Number 8 of 1999 concerning Consumer Protection, which states that: The right to correct information, clear and honest regarding the conditions and guarantees of goods and/or services.

Consumer rights as described in Article 4 letter (c) of Law Number 8 of 1999 concerning Consumer Protection, is one of the rights that must be fulfilled. This right is intended for the consumers can obtain correct, clear, and good information regarding the quantity, content, and quality of a food product in circulation and can make choices before buying or consuming the product. This is aimed at the consumers not feel disadvantaged by the food they have

purchased. The information is contained on the label therefore the label must contain information about the product truthfully and not contain misleading information.

Article 97 Paragraph (1) of Law Number 18 of 2012 concerning Food, explains that: Everyone who produces food domestically for trade is obligated to put a label inside and/or on the food packaging.

Article 3 Paragraph (2) Government Regulation Number 69 of 1999 concerning Food Labels and Advertising, provides an explanation that the information that must be included on the label contains at least:

1. product name;
2. list of materials used;
3. net weight or net contents;
4. the name and address of the party producing or importing it into the territory of Indonesia;
5. expiry date, month, and year.

The study of the articles that regulate consumer protection is an important matter and must be present in every food product. It is also a form of product defect, which is known as an instruction defect or a defect due to insufficient information. The right to clear and correct information is intended in order for consumers to get a correct picture of a product because, with this information, consumers can decide on the desired product according to their needs and avoid losses due to errors in product use.

Article 4 of Law Number 8 of 1999 concerning Consumer Protection is an article that when analyzed, regulates consumer rights, which must be fulfilled by business actors. On the other hand, business actors have obligations that are reciprocal to consumer rights, where these obligations are regulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, which are as follows:

1. Have good intentions in carrying out their business activities;
2. Provide true, clear, and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair, and maintenance;
3. Treat or serve consumers correctly and honestly and non-discriminatory;
4. 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;
5. Provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or warranties for goods manufactured and/or traded;
6. Provide compensation, compensation, and/or compensation for losses resulting from the use, use, and utilization of traded goods and/or services;
7. Provide compensation, compensation, and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

The government regulates the obligations of business actors to prevent business actors from committing acts that harm consumers or violate consumer rights. The obligations of business actors related to this research are stated in Article 7 letters a and b of Law Number 8 of 1999 concerning Consumer Protection, which are as follows:

- a. Have good intentions in carrying out their business activities.
- b. Provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair, and maintenance.

The criteria for good ethics referred to in the Act, explained by Ahmadi Miru and Sutarman Yodo, are: In the ACP it appears that good faith is more emphasized on business actors because it covers all stages of carrying out their business activities accordingly it can be interpreted that the obligation of business actors to have good intentions starts from the goods sold designed/manufactured up to the after-sales stage, on the other hand, consumers are only required to have good faith in making transactions to purchase goods and/or services. This is definitely caused by the possibility of loss to consumers starting from the time the goods are designed/produced by the producer (business actor), while for consumers, the possibility of harming the producer begins at the time of making a transaction with the producer.

Goods and services as an element in these economic transactions open up opportunities for the emergence of possible losses suffered by consumers as part of fraud, negligence, or intentional business actors¹⁴. Related to consumer protection, the level of consumer awareness in the study shows that each individual consumer is very

important and the reactions of consumers can form rules for the companies. The consumers level of awareness, realize and protects their rights as consumers is important to determine the course of this modern market and is very important for consumer protection. The similarity of those research with the research conducted by the researcher lies in the variable of consumer protection while the difference lies in the variable of consumer awareness and the place and context of the implementation of the research¹⁵.

Legal protection for consumers also includes providing correct, clear, and honest information regarding the conditions and guarantees of goods and/or services as well as providing explanations for the use, repair and maintenance as regulated in Article 7 letter b of Law Number 8 of 1999 concerning Consumer Protection, namely: provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair, and maintenance.

Article 2 Paragraph (1) Government Regulation Number 69 of 1999 concerning Food Labels and Advertisements, also provides true, clear, and honest information regarding the conditions and guarantees of goods and/or services explaining that: Everyone who produces or produces food packaged in the territory of Indonesia to be traded must include a label on, inside, and or on food packaging.

Analysts are obliged to provide correct, clear, and honest information regarding the conditions and guarantees of goods and/or services by GunawanWidjaja and Ahmad Yani in their book argue that:

To ensure that an item and/or service is in use, the consumer is given the right to choose the goods and/or services he wants to be based on true, clear, and honest disclosure of information¹⁶.

Thus, the conclusion regarding legal protection for consumers is that the prohibition of business actors as regulated in Article 8 of Law Number 8 of 1999 concerning Protection is as follows:

- 1) Business actors are prohibited from producing and/or trading goods and/or services that:
 - a. Does not meet or does not comply with the required standards and provisions of laws and regulations;
 - b. Not in accordance with the net weight, net content or net, and the amount in the calculation as stated in the label or label of the goods;
 - c. Not in accordance with the size, measure, scale, and amount in the count according to the actual size;
 - d. Not in accordance with the conditions, guarantees, privileges, or efficacy as stated in the label, label, or description of the said goods and/or services;
 - e. Not in accordance with the quality, grade, composition, processing process, style, model, or certain use as stated in the label or description of the said goods and/or services;
 - f. Not in accordance with the promise stated in the label, etiquette, description, advertisement, or promotion of the sale of the said goods and/or services;
 - g. Does not include the expiration date or period of best use/utilization of certain beavers;
 - h. Not following the provisions for halal production, as stated in the "halal" statement on the label;
 - i. Not attaching labels or making descriptions of goods containing the name of the goods, size, net or net weight/content, the composition of rules of use, date of manufacture, side effects, names and addresses of business actors as well as other information for the use which according to the provisions must be installed/manufactured;
 - j. Does not include information and/or instructions for the use of goods in the Indonesian language in accordance with the provisions of the applicable legislation.
- 2)Business actors are prohibited from trading goods that are damaged, defective or used, and polluted without providing complete and correct information on the goods in question.
- 3)Business actors are prohibited from trading damaged, defective, or used, and contaminated pharmaceutical and food preparations, with or without providing complete and correct information.
- 4)Business actors who violate paragraphs (1) and (2) are prohibited from trading the said goods and/or services and must withdraw them from circulation.

The business Actor in this research is violating Article 8 Letter g. Law Number 8 of 1999 concerning Consumer Protection does not state the expiration date or period of best use/utilization of the goods.

Business actors in carrying out their business activities must be based on predetermined standards. The standard in question is the standard of Food Safety and Food Quality, it is regulated in Article 86 Paragraph (1) of Law Number 18 of 2012 concerning Food, wherein the explanation of Article 86 Paragraph (1) explains that: "Food Safety and

Quality standards “Food” is a standardized technical specification or requirement regarding Food Safety and Food Quality, for example, shape, colour, taste, smell, or composition which is compiled based on certain criteria in accordance with the development of science and technology as well as other related aspects. Food Safety and Food Quality Standards cover Processed Food and Fresh Food.

Thus, business actors who do not include an expiration date on their food products in this study are subject to criminal sanctions as stipulated in Article 62 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection.

Article 97 paragraph (1) of Law Number 18 the Year 2012 concerning Food stipulates that everyone who produces food domestically for trade is obliged to include a label inside and/or on food packaging.

With regard to protecting consumers, Article 3 paragraph (2) of Government Regulation Number 69 of 1999 concerning Food Labels and Advertisements stipulates that the information that must be included on the label contains at least:

- a. product name
- b. list of materials used
- c. net weight or net content
- d. name and address of the party producing or importing into the territory of Indonesia
- e. date, month, and year of expiration

The results of the analysis show that normatively, every food/beverage product must include halal products, which are included in food labels and advertisements honestly.

Conclusion:-

Business actors who do not include an expiration date in terms of private law are violating Article 4 letter a. and letter c and Article 8 paragraph (1) letter i and letter g of Law Number 8 of 1999 concerning Consumer Protection, yet seen from public law consumers have received legal protection, this can be proven by the imposition of criminal sanctions in the form of imprisonment for 1 (one) month, and confiscation of 6 (six) products ready for circulation to be destroyed, as regulated in Article 62 Paragraph (1) in conjunction with Article 8 Paragraph (1) letter g and the letter i of Act No. 8 of 1999 concerning Consumer Protection. Other regulations governing expired food products are Law Number 18 of 2012 concerning food, especially in Article 97 paragraph (1), and Government Regulation Number 69 of 1999 concerning Food Labels and Advertisements, especially in Article 3 paragraph (2).

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