

LEGAL RESPONSIBILITY OF BUSINESS ENTERPRISES FOR ADVERTISING THAT MISREPRESENTS CONSUMERS

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Abstract - the rights of consumers and the obligations of business actors, there is a relationship point, namely the purpose of protection to provide legal certainty for consumers to obtain information, which is also one of the rights of consumers and it is also required for business actors to offer correct, transparent and honest communication, the problem is how the legal responsibility of business actors for advertisements that mislead consumers. The legal responsibility of business actors for advertisements that mislead consumers is that business actors are responsible for compensating for damage, pollution, and or consumer losses due to consumer goods and or services produced or traded. Consumers who are harmed by dishonest promotional practices demand responsibility from the business actor as compensation as a refund for the price of the goods purchased. Consumers should be careful in absorbing information from advertisements submitted by business actors. It is better to confirm or ask several consumers who have used the same product to prove the truth of the advertisement or product promotion they will buy.

Keywords: Responsibility, Businessmen, Advertisement, Consumer

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INTRODUCTION

The relationship between business actors and consumers cannot be separated from elements outside these parties, such as religious values, employment, social responsibility, etc. ¹According to the Consumer Protection Act, consumers who receive protection are ended consumers, namely users, users, and beneficiaries of goods and/or services that are used for themselves, their families, or households, and not for re-trading. In addition to explaining consumer rights, Law Number 8 of 1999 concerning Consumer Protection also explains the right to choose goods and or services and to obtain said goods and or services by the exchange rate and the conditions and guarantees promised; the right to be treated or served properly and honestly and not discriminatory; the right to obtain compensation, compensation and or compensation, if the goods and or services received are not by the agreement or not as they should be; etc.

In general, when talking about losses related to economic aspects, consumers do not get the benefits of the goods and/or services they consume. Three theories form the basis for consumer claims for compensation for products consumed, including breach of warranty, negligence in tort, and strict liability in tort.

¹NHT Siahaan, Consumer Law: Consumer Protection and Product Responsibility, Panta Rei, Bogor, 2005, p. 1.

For the type of product loss consumed, consumers can file a claim based on the obligation of the seller/manufacturer to guarantee product quality. The demand can be in the form of returning goods while demanding a return of the purchase price or exchanging goods of good quality. Guarantees for product quality can be divided into 2 (two) types, namely expressed warranty and implied warranty.²

Expressed Warranty or express guarantee is a guarantee for product quality, which is stated by the seller or distributor verbally or in writing. With this expressed warranty, producers/sellers are responsible for carrying out their obligations to guarantee the quality of goods and/or services produced and/or traded based on the provisions of quality standards that apply to deficiencies or damage in the products they sell. In this case, the consumer can file a claim based on a default on the part of the seller.

The assignment of responsibility to the seller based on the existence of the contract makes the scope limited; that is, it only arises between the parties entering into the contract, and other parties who are also victims of a defective/damaged product will not be protected or based on privity of the contractual relationship. Meanwhile, an Implied Warranty is a guarantee from a statute or other legal form. For example, the seller's obligation to bear hidden defects in the goods he sells, even though he is not aware of such weaknesses unless he has asked for an agreement in such circumstances that he is not obliged to bear anything (article 1506 of the Civil Code). According to article 1504 of the Civil Code, the seller is required to bear the responsibility for hidden defects in the goods being sold, which make the goods unfit for the intended use (not fit for purpose) or which thereby reduce the use, so that if the buyer finds out the defect, he is absolute will not buy the goods, or will not buy it other than at a lower price.

Between the rights of consumers and the obligations of business actors, there is a point of connection, namely the purpose of protection to provide legal certainty for consumers to obtain information, which is also one of the rights of consumers and it is also obligatory for business actors to provide correct, clear and honest information. Consumers can obtain this information from an advertisement given by a business actor. Thus, there are similarities between the function of advertising and advertising objectives, namely promoting products so that consumers are influenced to buy or use the advertised product. In conveying information, a business must be clear, have appropriate facts, and can be accountable to consumers. This applies to entrepreneurs to avoid making consumers feel at a loss associated with these products. A good advertisement must contain truthful and useful information for consumers.³

In the process of advertising activities, there are 3 (three) subject actors' influence, namely:⁴

- a. The advertiser is any legal entity, both individuals and companies legal entities that have goods or services for advertisement.
- b. An advertising agency is a company that sells services to create advertisements about goods or services from the advertiser
- c. Advertising media is a medium of mass communication, namely in oral form, print media (magazines, tabloids, newspapers), and electronic media (television, radio), which plays a role in serving advertisements

Advertisements contain *misrepresentation* if the explicit or implicit statement contradicts the facts or if the information necessary to prevent *misleading* in practice, claims, representations, or *reasonable beliefs* is not disclosed (*omission*).⁵

²Kimberly Jade Tillman in Inosentius Samsul, Consumer Protection Law Book I, Lecture Materials for the Postgraduate Program in Law, University of Indonesia, Jakarta, 2001, p. 99-125

³Perwira, TH, & Winanti, A. (2020, November). Consumer Protection Regarding Misleading Ads. In National Conference on Law Studies (NCOLS) (Vol. 2, No. 1, pp. 312-320).

⁴Ikhsani, DV, & Amir, D. (2022). Responsibilities of Business Actors Towards Consumers For Misleading Ads Given The Consumer Protection Act. *Zaiken: Journal of Civil and Business Law*, 3 (1), 76-91.

⁵Safitri, PUD (2021). Responsibilities of Business Actors To Consumers For Misleading Advertisements Of Cosmetic Products. *Journal of Indonesian Legislation*, 18 (4), 541-555.

Cases related to advertisements providing and conveying unclear information are contained in the Supreme Court Decision Number 659 K/Pdt.Sus/2012. This decision principally examines a special civil case regarding objections to the decision of the Consumer Dispute Settlement Agency between PT. Nissan Motor Indonesia against Ludmilla Arif. Ludmilla Arief filed a lawsuit against Nissan Motor Indonesia (NMI) at the Consumer Dispute Settlement Agency (BPSK). This was done because Nissan was considered to have lied about the fuel economy of the Nissan March through advertisements. Consumer complaints about the Nissan March automotive product, considered wasteful of fuel oil (BBM), are not by the advertisements offered.

According to Ludmilla Arif, the dispute between her and PT NMI started when she bought PT NMI's product, the Nissan March car, which was said to be fuel-efficient where every liter of fuel could be used 18 km. However, after the car was purchased for Rp. 159.8 million, it turned out to be less advertised and less wasteful because every liter of fuel is only used 8 kilometers. Ludmilla explained that her party had also filed a complaint with the Consumer Dispute Settlement Agency (BPSK), an arbitration dispute between producers and consumers. BPSK then made Decree No. 099/Pts.A/BPSK-DKI/II/2012 dated February 16, 2012, where a meeting point was reached for business actors. It was decided to provide refunds and consumer requests. This decision, continued by Ludmilla, was very fair and wise because it took the middle point and considered the willingness of business actors to pay compensation—however, PT. NMI then refused to reimburse the purchase price for Nissan March products and filed a case with the South Jakarta District Court.

In the Indonesian Pariwira Ethics, which was compiled and ratified in 2006, it was stated that there were 3 (three) main points which were general principles as the basis for an ideal reference for advertisements that should be used as the center of attention in the advertising world, namely: 1. Advertisements and advertisers must be honest.⁶, right, and responsible. 2. Ads and advertisers must compete healthily. 3. Advertisements and advertisers must protect and respect audiences, not demean religion, national culture, and class, and not conflict with applicable law. From the description stated above, the problem is the legal responsibility of business actors for advertisements that mislead consumers

RESEARCH RESULTS AND DISCUSSION

1. Decision Number 659 K/Pdt.Sus/2012

The case in Decision Number 659 K/Pdt.Sus/2012 can be briefly explained that according to the DKI Jakarta Provincial BPSK Assembly, the claim that the Nissan march ad uses fuel consumption for mileage/km violates the provisions of Law No. 8 of 1999 concerning Consumer Protection, specifically Article 9 paragraph (1) letter (k) and Article 10 letter (c)". Article 9 paragraph (1) letter k Law no. 8 of 1999 concerning Consumer Protection, contains provisions:

The South Jakarta District Court has issued a decision Number 130/Pdt.G/2012/PN. Jkt. Sel. April 17, 2012, are as follows :

- 1) Rejecting the Petitioner's Application ;
- 2) Punish the Petitioner to pay court costs of Rp. 316,000.00 (three hundred and sixteen thousand rupiahs);

The decision of the South Jakarta District Court was pronounced in the presence of the Petitioner on April 17, 2012; against this decision, the Petitioner, through his attorney based on a Special Power of Attorney dated April 18, 2012, filed a request for cassation on May 1, 2012, as evident from the Deed of Request for Cassation Number: 130/Pdt. G/2012/PN.JKT.SEL. made by the South Jakarta District Court Registrar, the application was followed by a memorandum of cassation received at the Registrar's Office of the South Jakarta District Court on May 14, 2012.

- 1) Article in the November 15 2010 edition of www.kompas.com, entitled : "First Impressions Trying Nissan March";

⁶Sunarno, A., & Ikbal, A. (2023). CONSUMER PROTECTION AGAINST MISLEADING ADVERTISING FROM THE PERSPECTIVE OF THE INDONESIAN CIVIL LAW AND ADVERTISING CODE OF ETHICS. *Journal of Paris Langkis*, 3 (2), 161-175.

- 2) Articles on the November 15, 2010 edition of www.detik.com, entitled: "Fuel consumption for Nissan March Matik 18.5 km/liter";
- 3) Article on www.investor.co.id, January 18, 2011 edition, entitled: "Nissan March, Agile When Accelerated"; (from now on referred to as "Articles")

Regarding these objections, the Supreme Court thinks: That the Objection cannot be justified because after carefully examining the cassation memorandum dated May 14, 2012, and the contra cassation memorandum dated June 8, 2012, it is related to the considerations of *Judex Facti*, in this case, the South Jakarta District Court Decision, it turns out that he was not wrong in applying the law and has given sufficient and correct consideration, with the following considerations:

From the facts revealed at the trial, it turned out that the business actor ic PT. Nissan Motor Indonesia was proven to have violated the provisions of Article 9 paragraph (1) letter k and Article 10 letter c of Law Number 8 of 1999 concerning Consumer Protection, namely offering a promise or condition that was incorrect and misleading.

By the provisions of Article 6 paragraph (3), hurtful c Supreme Court Regulation Number 1 of 2006, the BPSK Arbitration award can only be canceled if the elements referred to in Article 70 of the Arbitration Law are fulfilled. During the examination at trial, the Objection Petitioner/ Cassation Petitioner was unable to provide evidence in the form of a court decision indicating that the BPSK decision was taken based on a ruse committed by the Respondent for the Objection as referred to in the provisions of Article 70 letter c of the Arbitration Law.

Based on the above considerations, it turns out that the decision of the South Jakarta District Court Number 130/Pdt.G/2012/PN.Jkt.Sel. dated April 17, 2012, in this case, is not contrary to the law and/or statutes; therefore, the cassation request filed by the Cassation Appellant PT. Nissan Motor Indonesia must be rejected.

Business actors, according to Article 1 number 3 UUPK, are any individual or business entity, whether in the form of a legal entity or not a legal entity, that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either alone or jointly through agreements to carry out business activities in various economics.

The formulation of Law Number 8 of 1999 concerning Consumer Protection for business actors has a broad understanding that not only factory producers must produce goods and/or services subject to this law, but also partners, including agents, distributors, and networks. - a network that distributes and offers goods and/or services to the general public as users and/or users of goods/or services.⁷

2. Civil Liability of Business Actors

In general, claims for compensation experienced by consumers as a result of using a product, whether in the form of material, physical or mental losses, can be based on the several provisions mentioned, which in outline there are only two categories, namely claims for compensation based on default and demands for compensation based on unlawful acts. 59 This is a form of liability that a business actor can sue civilly if it is proven that he has caused harm to consumers.

Claims for Compensation Based on Default, Compensation obtained due to default is the result of non-fulfillment of main obligations or additional obligations in the form of main achievement obligations or additional obligations in the form of main achievement obligations or guarantee/guarantee obligations in the agreement.

These forms of default can be in the form of:

- a. does not do what he is willing to do;
- b. carry out what it promised, but not as promised;
- c. did what he promised, but it was too late;

⁷Gunawan Wijaya and Ahmad Yani, Law Concerning Consumer Protection, PT. Gramedia Pustaka Utama, Jakarta, 2001, p. 86

- d. do something that, according to the agreement, is not allowed.⁸

Submission of a lawsuit based on default can use the basis of Article 1243 of the Civil Code, which reads: Reimbursement of costs, losses, and interest due to non-fulfillment of an agreement, only then begins to be required if the debtor, after being declared negligent in fulfilling the agreement, continues to neglect it or if something must be given or made, only can be given or made within the grace period that has passed.

The definition in this article states that a person can be said to have committed a breach of contract if he has made a promise to someone but does not fulfill the performance as promised due to negligence. So, to determine when someone has neglected their obligations can be seen from the contents of the agreement.

If the business actor commits a default, then the responsibility will be the responsibility of the business actor concerned. To file a lawsuit based on this default, the victim (consumer who uses the product) must prove that it is true that an agreement has occurred, which was born from an agreement between himself and the business actor concerned, in this case, PT. Nissan Motor Indonesia.

3. Criminal Accountability of Business Actors

The Consumer Protection Act contains quite a lot of criminal provisions, including that it regulates the criminal liability of business actors. This can be seen in Article 61 of the Consumer Protection Act, which states that criminal charges can be made against business actors and/or their management.

This provision means that business entities (legal entities or non-legal entities, private or public companies, cooperatives, and so on) can be brought forward as defendants in a criminal case, in addition to those who work as administrators. 68 So, criminal liability can be carried out against business actors and or management if the elements of guilt can be proven.

Criminal threats against business actors or their management are explained in Article 62 paragraph (1), including imprisonment for a maximum of 5 (five) years or a maximum fine of Rp. 8,9, 10,13,15,17 paragraph (1) letters a, b, c, e and paragraph (2), and Article 18. Similarly, Article 62 paragraph (2) stipulates that violations of Articles 11, 12, 13 paragraphs (1), 14, 16, and Article 17 paragraph (1), letters d and f, are subject to imprisonment for a maximum of 2 (two) years in prison or a maximum fine of Rp. 500,000,000.- (five hundred million rupiahs). Whereas for violations committed by business actors and/or administrators which result in the consumer being seriously injured, seriously ill, permanently disabled, or dead, the applicable criminal provisions stipulated in Article 62 paragraph (3) apply.

In the three paragraphs above, the threat of imprisonment or fines can be imposed on every guilty business actor. The threat of imprisonment and fines is a form of accountability that must be carried out by every business actor who is proven to have committed an offense.

Business actors and/or their management may still be subject to additional penalties for the criminal acts referred to above based on Article

63 Consumer Protection Act, which consists of the following:

- a. Confiscation of certain goods ;
- b. Announcement of the judge's decision;
- c. Compensation payment ;
- d. consumer losses ;
- e. Obligation to withdraw goods from circulation; or revocation of business license.

According to the criminal provisions in the Consumer Protection Act, as a business actor, in this case PT. Nissan Motor Indonesia can be criminally responsible for its actions if proven to have committed a violation. The criminal threat can be imprisonment or by paying a fine that is imposed according to the mistake committed. Regarding the activities of PT. Nissan Motor Indonesia can

⁸Prof. Subekti, Agreement Law, cet. 19, PT. Intermasa, Jakarta, 2002, p. 45

issue a termination order if it is proven to have caused harm to consumers, and its business license can be revoked.

The UUPK regulates important matters regarding promotion and the meaning of promotion. Article 1 point 6 UUPK contains the following provisions : “ Promotion is the activity of introducing or disseminating information on goods and/or services to attract consumers’ buying interest in goods and/or services that will be and are being traded.”

A good business actor is one with good intentions. This good faith can be seen from efforts to provide true (honest) and clear information about the conditions and guarantees of the products, both regarding their use, repair and maintenance. Good faith is the principle whereby a party with a strong position does not use that position to determine the contents of the contract for his benefit.

Advertising is one of the most important information media in promoting or marketing a product. Advertising is closely related to the business world, where advertising is a way for business actors to introduce their products to consumers. Without advertising, business actors will not be able to sell their products, while on the other hand, consumers will not have adequate information about the products available on the market. If this happens, the industrial world and modern economy will surely be paralyzed.⁹

Advertising media can be divided into three types, namely:

- a. media ;
- b. print media, such as newspapers, magazines, brochures, pamphlets, and flyers;
- c. electronic media, such as television, radio, computer, or the internet. Doing promotions with advertisements that only take a very short time can increase turnover/income in a company.

As Zaim Saidi said, such advertising practice in Indonesia is quite difficult. But then on that can be determined two categories in the form of;¹⁰

- a. Use of false statements. For example, mentioning the existence of something that doesn’t exist or the absence of something that exists in the advertised production.
- b. misleading statements. Consumers who use a product and do not get the expected results will feel disappointed and feel disadvantaged by the product and feel cheated by advertisements made by business actors. But in reality, consumers don’t care about the losses they suffer because they can’t hire a lawyer, have the evidence checked in a laboratory, or pay court fees.

Consumer protection law is part of consumer law which contains principles or rules that are regulatory and also contain properties that protect the interests of consumers. In general and fundamentally, the relationship between business actors and consumers is a continuous relationship and continuity. This relationship occurs because they want each other and have a fairly high level of dependence on one another.

Business actors systematically utilize this in a system of distribution and marketing of goods or services to achieve a certain level of productivity and effectiveness to achieve business targets. Up to a certain stage, the distribution produces a relationship that is mass in nature. Because of its mass nature, the role of the state is needed in order to protect the interests of consumers in general.

Correct and responsible advertising information can help consumers make the right choice according to their needs and abilities. Reasonable marketing methods will support consumer choice decisions that benefit them. The majority of consumers in Indonesia are still too vulnerable to absorbing unhealthy advertising of goods and services because it is very risky if adequate supervision is not carried out, and consumers are left to weigh and decide for themselves what advertisements are worth believing in.

⁹Frank Jefkins, Advertising, Erlangga, Jakarta, 1997, p. 3.

¹⁰NHT. Siahaan, Consumer Law, Consumer Protection and Product Responsibility, Panta Rei, Jakarta, 2004, p. 129.

An unequal position between producers and consumers will easily be abused (match positivity) by a stronger party. This will have a worse impact if the more powerful business actors are supported by facilities that allow them to act in a monopoly manner. Based on the above thoughts, consumers are expected to be more critical in assessing advertisements for goods and services, acting and trying to obtain their rights and interests. Through such attitudes, the losses experienced by consumers as a result of consuming goods and services can be reduced, or in other words, losses can be minimized.¹¹

The Consumer Protection Law is based on benefits, fairness, balance, consumer security, safety, and legal certainty. Various regulations relating to efforts to protect consumers are basically the same as other regulations whose provisions contain ideas or concepts that may be classified as abstract, which ideally include the ideas of fairness, certainty, and benefit as expressed by Gustav Radbruch.¹²

The issue of consumers' rights to obtain protection or correct information regarding an item or service as part of a legal system will be related to efforts to realize these ideas; often, the state even has to intervene because of the power of influence that demands this to work. Law can be effective, especially regarding the implementation of legal structures in the form of law enforcement agencies as a means for disadvantaged parties to obtain justice. It is hoped that the legal system, to protect consumers, can run well.

Based on the theory of state sovereignty put forward by Jean Boudin and George Jellinek, the highest power lies with the state, and the state regulates the lives of members of society. A sovereign state protects members of society. In this case, the state issues regulations that serve as guidelines for all Indonesian citizens and foreign nationals interested in matters relating to legal and economic life in Indonesia.¹³

The Indonesian state, which adheres to the ideology of a welfare state (the people's welfare state), makes the state interfere in the economy of its people through various policies in the form of laws and regulations, including in the contractual relationship between business actors and consumers. By the function of the presence of the State, the government as an executive agency is responsible for advancing the welfare of its people. ¹⁴Advertising is not only a means for business actors to market their products, but it also contains the interests of consumers to obtain honest, objective, and non-misleading information so that consumers can optimally use their limited financial resources. Suppose advertising has the potential to cause harm to consumers. In that case, the possibility of opportunities to hold business actors accountable, especially violations of provisions contained in the Consumer Protection Act, Government Regulations, and various administrative regulations.¹⁵

Regarding product information content, the most responsible party is the business actor as the party producing the goods and/or services. In the Consumer Protection Act, the possibility of holding parties responsible for advertising activities has been adapted to these two possibilities. For example, for business actors, it is possible based on the provisions in the parties to Article 19 Paragraph (1) of the Consumer Protection Act, as follows: "Business actors are responsible for providing compensation for damage, pollution and/or consumer losses as a result of consuming goods and/or services that produced, or traded. "

11Zulkarnaen, "Legal Protection of Consumers of Goods", Thesis in the UNDIP Law Masters Program, Semarang, 2008, p. 14

12Gustav Radbruch in Achmad Ali, *Revealing the Law*, Chandra Pratama, Jakarta, 1996, p. 95.

13Thaib Dahlan, *People's Sovereignty of the Law and Constitutional State*, Liberty, Yogyakarta, 1999, p. 6

14Adi Handono *Legal Protection for Consumers Against Misleading Information Advertising of Goods and Services*, Thesis of the Faculty of Law, University of Jember, Jember, 2011, p. 34.

15*ibid.*, p. 104.

The obligation to be responsible for “dvertising business actors or advertising media is contained in Article 20 of Law Number 8 of 1999 concerning Consumer Protection, that advertising business actors are responsible for the advertisements produced and all the consequences caused by these advertisements. Efforts to hold the parties accountable in advertising activities take work to implement. Therefore accountability is based on two considerations, namely:

- a. Advertising activities involve many economic actors, in this case advertisers (manufacturers, distributors, suppliers, retailers), advertising entrepreneurs, advertising professional organizations, and advertising media. In addition, it also involves consumers as recipients of information presented through advertisements and the government;
- b. Places for advertising itself in the field of law in Indonesia are mostly grouped in state administrative law, especially the press law group.

4. Determination of Responsibilities of Business Actors

Producing an advertisement requires the participation of several parties, starting from business actors, advertising companies, and the mass media, where each party can contribute to the process of making it to the display of advertisements in the mass media. Therefore, determining the party most responsible for delivering misleading advertising information is quite important for further study. Caution is needed in analyzing who is responsible and to what extent responsibility can be assigned to related parties because this relates to the principles of responsibility, which are very important in consumer protection law.¹⁶

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Some general provisions that apply in Indonesia, for example, the law of agreement contained in the Civil Code, tend to limit the responsibility of the violator of consumer rights, so the issue of determining this responsibility must be carried out case by case, depending on the respective roles. each party in making and placing the advertisement, as well as how the Consumer Dispute Settlement Agency (BPSK) or judges in court place the burden of responsibility on the business actor whose case is before them.

To determine the accountability of business actors, it can be seen in the following description:

- a. Business actors if an advertisement is requested by a business actor, both in terms of form and content, the advertising agency and the media that advertise it are only passive in the sense that they only make it in its entirety according to the request of the business actor, then, in this case, the person responsible in full is the business actor concerned
- b. Advertising agencies, in this case, business actors and advertising media, are passive, while advertising agencies that design forms, including content, are responsible for the advertising agency concerned.
- c. In the advertising media, if in advertising a product, the business actor and advertising agency have determined the form and content of the advertisement, but changes occur during the distribution, where after being broadcast/distributed, it differs from what actually was, then the advertising media concerned is responsible.

The parties' responsibility is determined based on the active role of the parties as a source of information in the process of making the advertisement. Suppose the source of information comes

¹⁶Shidarta, Indonesian Consumer Protection Law, Jakarta, PT Grasindo, 2000.

¹⁷*Ibid*

from the business actor as the producer of the product. In that case, the business actor will bear the responsibility for misrepresenting the advertising information. Meanwhile, the source of the information comes from an advertising company and is made without the knowledge or consent of the advertiser. In that case, the advertising company bears the responsibility for such misleading advertising information. In addition, if the source of the information contained in the advertisement differs from the original information due to an error by the advertising media, then the responsibility for such misleading information lies with the advertising media.

The most prominent role of the various parties involved in advertising activities is on the producer/advertiser side, where advertisers have a desire to make advertising a medium to introduce their products to consumers. In addition, advertisers are also the main source of information in advertising messages, so advertising messages produced by advertising companies must always refer to and with the approval of business actors who pay costs and fees in making these advertisements. As long as the advertising company works according to the advertiser's directions and instructions, the burden of responsibility rests on the advertiser's shoulders.

In the end, it is the role of the Consumer Dispute Settlement Agency or the Judge's Assessment at the Court that will determine the burden of responsibility for each party regarding the delivery of misleading advertising information by looking at which initials/signature of the company is contained in the final draft of the advertisement which is then broadcast through the mass media/ print media. The party that affixes the signature is the business actor most responsible for the misleading advertising information.

5. Responsibilities of Business Actors

The issue of accountability is related to violations of regulation, as well as an obligation that must be carried out based on agreements and legal provisions, as explained in the definition of responsibility, namely "the *state of being responsible for an obligation, and includes judgment, skill, ability, and capacity*. The obligation to answer for an act done, and to repair or otherwise make restitution for any injury it may have caused". (The State is responsible for the obligation, including judgment, skill, ability, and capacity. The obligation to answer for acts committed and to repair or make restitution for any injury that may arise). As a result of these violations and defaults committed, it creates an obligation for the party who commits the violation or default to make repairs or provide compensation to other parties.

Grammatically, responsibility can also mean being obliged to bear everything (if there is something, one may be sued, blamed, sued and so on).¹⁸In advertising activities, the responsibility of business actors arises as a result of violations of the prohibitions in the Consumer Protection Act as regulated in Article 9, Article 10, Article 12 and Article 13, which relate to various kinds of prohibitions in offering, promoting, as well as advertise goods and/or services, as well as the provisions of Article 17 of the Consumer Protection Act specifically intended for advertising companies.

In addition, violations can also be made of the prohibitions in various laws and regulations such as the Civil Code, the Criminal Code, Government Regulations (PP), and administrative regulations.

CONCLUSION

The legal responsibility of business actors for advertisements that mislead consumers is that business actors are responsible for compensating for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded. Consumers who are harmed by dishonest promotional practices demand responsibility from the business actor in the form of compensation in the form of a refund in the price of the goods purchased. Consumers should be careful in absorbing information from advertisements submitted by business actors. It is better to confirm or ask several

¹⁸WJS Poerwadar Minta, Indonesian General Dictionary, Jakarta, Balai Pustaka, 1999, p. 132



consumers who have used the same product to prove the truth of the advertisement or product promotion they are going to buy.

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