The Need for Regulation of Product Information Disclosure Outside the Consumer Protection Law

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Abstract: The purpose of this study is to analyze the relation of information disclosure to the role of law as a tool of social engineering and social control and to examine the reasons for the judge’s legal considerations related to information disclosure in the Constitutional Court Decision Number 65 /PUU-XIII/2015. This research uses a normative method. The results of this study show a relationship between legal norms and economic values, so legal binding is needed to accommodate consumer rights. The Consumer Protection Law was established to manipulate and control the trade cycle to create security, certainty, and safety, especially for consumers, against the behavior of business actors. The Consumer Protection Law Number 8 of 1999 has accommodated the rights of consumers. The capacity of the article in the Constitutional Court Decision Number 65 /PUU-XIII/2015 cannot regulate each type of goods or service in detail because of the broad aspects of the trade. The regulation regarding exact addresses is regulated outside the Consumer Protection Law.

Keywords: Consumer Protection; Information Disclosure; Trade in Goods or Services;

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INTRODUCTION

Law No. 8 of 1999 concerning Consumer Protection upholds human rights. According to the Consumer Protection Law, citizens who enjoy and consume goods/and services are declared consumers. In their actions as consumers, citizens must be given protection for consumer rights based on the Consumer Protection Law. As citizens, consumers must be guaranteed a fair and balanced position, so the government must maintain a balance of rights and obligations between business actors...
and consumers before the law. However, some people do not heed the rules in the Consumer Protection Law. The implementation of the Consumer Protection Law in Indonesia is hampered by the difficulty of controlling people's habits and law enforcement, even though the legal substance of the Consumer Protection Law is unequivocal and detailed, which regulates the rights/responsibilities of both business actors/consumers.

One of the crucial aspects of upholding human rights is the ease of access to trade. If the trade climate is well maintained by observing the rules of law, it will not cause social problems. On the contrary, a sound regulatory system will create a healthy and balanced trade climate between consumers’ needs and business actors’ interests. So in the trade cycle, the ease of obtaining goods or services that are safe and not harmful is also a fundamental right of the Indonesian people (consumers). Therefore, in achieving a fair and healthy trade climate for the welfare of the people, the government must pay attention to the availability of goods or services, access, and utilization.

Business actors who are domiciled as subjects in the business are obliged to have good faith in carrying out their business activities by providing correct, clear, and honest information regarding product and service standards along with descriptions of maintenance, use, and repair; this is clearly stated in article 7 of the Consumer Protection Law. The provision of clear information on goods/services as a means of information for consumers has not been fully implemented, and various fraudulent practices of business actors are carried out through fraud to seek maximum profit. Therefore, access to complete and transparent information disclosure of goods/services must be considered to ensure consumer safety.

Information on goods or services that are dishonest or misleading will adversely affect the development of the trade climate. There is an imbalance in the reciprocal process between business actors and consumers. The bargaining position of the consumer is considered weaker than the position of the business actor, so the consumer must be concerned about fulfilling his rights from all forms of harmful actions by the business actor.

This paper is based on previous research by Seira Enrique (2017) and Chairul Lufti (2017). Seira Enrique’s article (2017) alludes to the delivery of product information on changes in consumer behavior in fulfilling consumer rights. According to Seira, in general, in consumer trade transactions, complete information is not provided on the products offered, and this is related to the bargaining position of consumers who looks more in need and not more substantial enough than business actors, so if the transaction is still carried out, it can result in losses and misery for consumers. Therefore, Seira believes that a detailed regulation is needed regarding the


obligation to fulfill consumer rights through providing more product information; this is based on the fact that many consumer protection regulations worldwide have not increased the requirements for the completeness of information as a consumer protection tool.

Chairul Lutfi’s article (2017) emphasizes that many business actors still do not try to include correct and complete information on behalf of legal entities and the domicile of business actors as a form of fulfilling consumer rights to the consumption of goods and services. Chairul also criticized the absence of an obligation for business actors to include the name of the legal entity and complete domicile responsible for consumer goods or services. According to Chairul, the obligation to include complete information must be regulated outside the Consumer Protection Law because every goods/service circulating in the community is diverse and varied. However, the fact is that there are still many regulations outside the Consumer Protection Law that have not explicitly accommodated the obligation to complete information on traded goods and services.

Economic liberalization and broad market access make it easier for foreign service products to enter Indonesia. However, coupled with the fact that international producers/business actors are eyeing the Indonesian market share. Therefore, all businesses trading in industrial goods or services must be kept safe and product standards to protect consumers.

This research will focus on a normative analysis of information disclosure on trade in goods or services as a form of consumer protection. Based on the description above, to describe and provide detailed directions in this paper, the research problems can be formulated; what the relationship between information disclosure and the role of law as a tool of social engineering and social control is? What lessons can be drawn from Constitutional Court Decision Number 65/PUU-XIII/2015?

METHOD

This research uses normative research methods. This study uses a case approach in the decision of the Constitutional Court and a conceptual approach to information disclosure. The research method is related to analyzing judges’ considerations in the Constitutional Court Decision Number 65/PUU-XIII/2015, as well as examining the principle of information disclosure in product trade associated with the Pancasila philosophy.

The source of legal materials used is by analyzing secondary data consisting of primary legal materials such as Law 8 of 1999 concerning Consumer Protection and the Decision of the Constitutional Court Number 65/PUU-XIII/2015. Then secondary legal materials include textbooks related to the material raised, research reports, scientific journals, scientific articles, newspapers, and internet sites. It also includes tertiary legal materials such as general, legal, Indonesian, and economic dictionaries.

The technique of collecting legal materials is done through library research, and the tool used is document study. Furthermore, the legal materials are analyzed and arranged systematically using the logic of thinking from deductive to inductive.

ANALYSIS AND DISCUSSION

The Principle of Information Disclosure in the Trade Climate;

The era of globalization demands that Indonesia’s national economic development be in sync with the attitude of support for the development of the business world. Therefore, it is hoped that various product variations will be born to provide consumption choices to the community so that the community’s welfare will be guaranteed for product consumption without being threatened with unwanted losses. So from the various product variations, it must have a clear product standardization. Economic liberalization will also open up the potential of the national market; this will also improve people’s welfare. With economic liberalization, attention must also be focused on the clarity of standards and product safety that will be circulated in the community.

The public, as consumers, will feel that access to the value of justice and prosperity in the era of economic globalization is easy to achieve if national development based on Pancasila and the 1945 Constitution runs smoothly and effectively. To achieve this goal, a set of laws and regulations that harmonize with the protection of the interests of consumers and business actors is needed to create a healthy economy. This instrument was manifested in the formation of Law Number 8 of 1999 concerning Consumer Protection. The existence of the Consumer Protection Law is based on the philosophy of national development, which includes legal development elements. So that the development of the law must prioritize the protection of consumers, which is built based on the state philosophy of the Republic of Indonesia, namely the basis of the Pancasila State, and the 1945 Constitution of the Republic of Indonesia will create people (consumers) with Indonesian ethics.

It is a fundamental human right to obtain goods or services that are good for their safety. So to fulfill these fundamental rights, guarantees for safety and security need to be regulated in laws and regulations in synergy with easy access to product information. Related to the ease of access to correct, honest, and non-discriminatory information, a fundamental human right (consumer), this right can be based on the principle of openness. In the business world, easily accessible product information will influence consumer attitudes/decisions to make the right choice according to their personal needs.

If a product of goods or services of business actors does not describe information clearly, completely, and straightforwardly to consumers, it can be categorized as information defects. The Consumer Protection Law was formed to protect consumers; consequently, the responsibility must be imposed on business actors, namely the obligation to provide information related to the goods/services offered.


10 Norhasliza Ghapa, Nor Aida, And Ab Kadir, “Social Sciences & Humanities Information Regulation : A
by Norhasliza (2021), that (1) the obligation to provide clear and complete information related to goods/services is the accountability of business actors. This accountability function is intended to account for business actors to consumers who have good intentions and fulfill the value of honesty in business. (2) the obligation to provide clear and complete information related to goods/services is a form of coercion from the law (Law) that in carrying out an economic activity that intersects with the interests of the community (consumers), there must be nothing hidden by the law.

One form of consumer protection against the consumption of goods/services offered by business actors is providing information that explains the completeness of the information. Ease of access to information for consumers has three main benefits: first, as a marketing and promotion tool for business actors (as a market tool). Second, as a medium for delivering information to consumers; thirdly, as a condition for implementing fair trade. For example, in goods products, it can be in the form of labeling that explains the quality of goods, while in service products, it can be in the form of a description that explains service standards.

As a marketing and promotion tool, information on goods or services greatly benefits producers of goods and service providers. Through clear information, business actors can describe the superiority of the products/services produced to attract consumers to use and enjoy these products. For example, the completeness of information on food product labels includes nutritional values, ingredients, distribution permits, names of importers/producers, and others. While the completeness of information on parking services, for example, includes responsible business actors, service fees, and other information deemed necessary to be included. For example, the lower fat content compared to similar products from other brands. As a medium for delivering information to consumers, it will provide the benefit of a sense of security for consumers to make choices about the products they consume. For example, Muslim consumers prefer to consume products with a halal label or manage sharia-based financial services. As one of the conditions for implementing fair trade, labels have specific standards or provisions regulated by regulation so that producers produce goods/services that are safe for consumers and have legal certainty.

As stated, information can be obtained from the business community through tickets, tickets, advertisements, labels, leaflets, brochures, pamphlets, catalogs, and others. The effectiveness of communication is reflected in the display of information; an element of honesty in information goods/services is needed. Incorrect information and misleading consumer perceptions can also result in insecurity and uncertainty for consumers.

Quality assurance, standards, and legality of goods/services products are highly dependent on the presence or absence of complete

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information submitted by business actors to consumers. Apart from being a communicative and informative tool for consumers, the completeness of product information also functions as a market tool to strengthen a product’s competitiveness. From the producer’s point of view, the delivery of product information will be beneficial in penetrating market access in a more open global competitive landscape.

As Siera (2017) stated, the easily accessible product information will influence consumer attitudes/decisions to make the right choice according to their personal needs, then the availability of information on a product is the early stage of planning for consumers as a basis for purchasing goods/services. So the honesty and accuracy of information must be firmly held by business actors. Clarity of information as a form of the communicative and informative product means it will protect consumers from quality, misleading, and unqualified products. The right to obtain information on goods/services to be enjoyed is the right of Indonesian consumers guaranteed by the 1945 Constitution of the Republic of Indonesia.

With the elaboration of the basic idea of the Pancasila State as philosophical in the Constitution with the normative idea of regulating consumer protection in the Consumer Protection Law, it can be interpreted that the void of the Pancasila foundation has an impact on the formation of regulations that cannot be implemented or are meaningless. Therefore, according to Soejadi, as quoted by Kholijah, the existence of law based on Pancasila values is a condition sine qua non. It is said so because the legal substance in the regulations contains fair values, truth, and cultural values based on moral and ethical values.

Consumer protection regulation in Indonesia, as contained in the Consumer Protection Law, is based on the principles of benefit, justice, balance, and legal certainty. The explanation of these five principles is that; The principle of benefit exists to provide a sense of security in the effort to implement consumer protection to provide a total benefit value for the interests of consumers and business actors. The principle of justice accommodates the rights and obligations of consumers and business actors in all forms of participation. The principle of balance is to maintain the interests of consumers, business actors, and the government in a material and spiritual manner in a balanced manner. The principle of consumer safety and security means that all forms of consumption by consumers must be guaranteed that the use of goods/services is safe and does not cause harm. Finally, the principle of legal certainty is intended so that business actors and consumers obey the law and obtain justice in consumer protection, and

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the State guarantees legal certainty.

In each of its precepts, Pancasila contains fundamental principles for forming the legislation. The principles in Pancasila include the ethical principles contained in the first precept, the humanitarian principle originating from the second precept, the patriotism principle contained in the third precept, populist principles originating in the fourth precept, and the principle of social justice contained in the fifth precept. Thus, the elaboration of the principles contained in the Consumer Protection Law and the principles of Pancasila are; The ethical principles of the first precepts of Pancasila on the legal principles of consumer protection are contained in the principles of consumer security and safety. The principle of humanity in the second principle of Pancasila on the legal principle of consumer protection is contained in the principle of balance. The principle of nationalism in the third principle of Pancasila on the legal principle of consumer protection is contained in the principle of benefit. The principle of patriotism in the fourth principle of Pancasila on the legal principle of consumer protection is contained in the principle of legal certainty. Finally, the principle of social justice in the fifth principle of Pancasila on the legal principle of consumer protection is contained in the principle of legal certainty.

The manifestation of the formulation substance of the Consumer Protection Law refers to the philosophy of national development, namely the development of the Indonesian people based on Pancasila as the philosophy of the Republic of Indonesia. Equality between consumers and business actors needs to be considered; according to the Consumer Protection Law, no party has a higher bargaining position, even though the basic needs of consumers put them in a lower position. Thus the foundation of the Consumer Protection Law, which is based on the five principles above, ends at the gate of achieving justice, the main goal of all goals to be achieved, and the highest justice is social justice for all human beings. Therefore, the concept of justice to be achieved in the Consumer Protection Law is fulfilling the objectives of consumer protection in Indonesia as human respect for human dignity as consumers.

Business actors with a higher bargaining position must treat consumers fairly by taking action to maintain the quality and quality of goods or services and provide correct information about the products offered. The government must be fair in maintaining the equality and balance of the parties, particularly protecting consumers by providing security, safety, and health guarantees as well as the human soul. For this reason, it is necessary


21 Barack Obama, “Rethinking The Effectiveness Of Consumerprotection Policies And Measures,” In
to have legal regulations that can accommodate every product consumed by consumers, which must be equipped with correct, honest, and responsible information.

The provisions in the Consumer Protection Law related to the responsibility of business actors to convey information clearly and honestly to consumers are not directed as obstacles to the smooth running of business actors. Instead, this must be seen in the context of legal formality and ethics in doing business. Completeness of product information by business actors is a means of fulfilling the legalization of the rules of the Consumer Protection Law and a means of commercialization in marketing products (market tool), meaning that there is a relationship between legal norms and economic values, so the legal binding is needed to accommodate consumers’ rights to the comfort and safety of enjoying the product. Through arrangements based on the principle of information disclosure. In some countries, the existence of information disclosure tends to maintain consumer security through the delivery of complete information.

The connection between consumer protection and information disclosure lies in the principle of early prevention/prudence (precautionary principle), directing not to enjoy products/services that potentially harm consumers. In addition, the connectivity built also accommodates the fulfillment of consumer rights, namely, the right to product safety, the right to information, and the right to choose. Finally, this connection also provides a legal corridor for producers not to violate consumer rights utilizing healthy and fair exploitation of goods or services.

Thus, regarding the purpose of delivering information by business actors, namely to provide correct information to consumers, the existence of the violations mentioned earlier may indicate that the purpose of carrying out the responsibility of business actors is, to be honest and fair with consumers, has not been achieved overall, which in turn affects the optimization of consumer protection. Therefore, again, synergy is needed from the government to consistently monitor and take action against violations, awareness of business actors, and consumer awareness of consumer rights.

Law as a Tool of Social Engineering and Social Control;

Law as a social engineering tool means interpreting the law as a tool that can change people’s habits. The dynamic and changing nature of society all the time demands the law to be able to direct it towards what it aspires to. The dynamics in society can create a commotion if it is consistently not regulated by law. In changing society, legal capacity is needed as a social engineering tool that accommodates adjustment in society in order to create public order.22

Law as a social engineering tool is to create order, harmony, and obedience in a non-static society.23 This shows that law as social engineering has a role in maintaining and directing changes in people’s lives, especially in post-globalization conditions that require relatively fast changes. The function of law

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is also as a social controller or law as a tool of social control; in essence, the law intends to control, direct, and deliver specific patterns in society in the desired direction, which can be as a reinforcing element or an element of changing a pattern of community habits.²⁴

National development in a direction that tends to strengthen the domestic economy is a demand for international economic liberalization. So to keep national development from going off the desired path, there needs to be empowerment in community development; this is where the function of law as a tool of engineering and social control plays a crucial role. Order and obedience in national development can be created if the function of law as a social engineering and social control can be optimally and maximally implemented. In addition, the law as a code of conduct can play a role in directing the patterns of community action to the level aspired by the change.²⁵ So it will be efficient if the function of law as the rule of law is carried out in conjunction with the function of law as a social engineering and controlling system.

Law as social engineering intends to give power to the government to control society, regardless of the community’s will. Reflecting on something that is aspired to in the function of law as a tool of engineering and social control, it has two different interpretations, first as something that the State aspires to change the pattern of community action and secondly, a change that is desired by the community. So sometimes, the will desired by the community and the State is not always the same.

With this view, it can be said that the function of law as a means or tool of social engineering in its application needs to be carried out extra carefully so that, as far as possible, it does not have a negative impact as feared, and even if it is necessary for its implementation it will not give a negative impact. This is because the existence of law as social engineering reflects the function of law as a means of coercion that protects citizens from all threats and harmful actions.²⁶

In the context of consumer protection, examples of the application of this function are found in the Consumer Protection Law. The following is an example of the application of the theory of law as a tool of social engineering and social control: One example is in the Consumer Protection Law Number 8 of 1999, in Article 4 letter c concerning consumer rights) which states that “consumer rights are the right to correct, clear, and honest information regarding the conditions and guarantees of goods or services.” Article 7 letter b “business actors must provide correct, clear and honest information regarding the conditions and guarantees of goods or services as well as to provide explanations for the use, repair and maintenance.”

The provisions of the articles in the Consumer Protection Law can be seen as having a paradigm: the law as engineering and social control. Before the Consumer Protection Law regulation, business actors violated consumer rights related to the delivery of infor-

information, whether incomplete, inappropriate, or misleading on goods and services. Then, in the Consumer Protection Law, an article is formed that can accommodate the rights of consumers and the obligations of business actors. So this social engineering can create security, certainty, and safety, especially for consumers, so that in carrying out economic activities, they are protected from the threat of misdirection, fraud, or discrepancies in the goods or services traded. Furthermore, the law can control the behavior of business actors so that they are not arbitrary to consumers, regardless of their position in a more substantial bargain than consumers. This means that law as the rule of law, can maintain balance and justice in the climate of trade in goods or services.

The actions of business actors who do not provide information on goods or services that are incomplete, unequivocal, and perfect will only place the trade climate in an unfair, unbalanced, and inefficient way. Several methods can be used to solve this problem. According to Norhasliza (2021), Self Regulating is one approach that can be applied to protect consumers from limited information; this has been realized in Articles 4-17 of the Consumer Protection Law. However, an arrangement does not promise efficient results in society because the implementation of regulations in this article is solely in the hands of the industry. Thus, supervision and monitoring by state authorities must be carried out consistently in order to create efficient regulations.

Lesson Learned From Constitutional Court Decision Number 65/PUU-XIII/2015 Regarding Information Disclosure.

The incident related to the case in this decision is that the applicant feels disadvantaged due to not including the complete name and domicile information of the legal entity/business actor responsible for the goods or services produced or sold by the business actor. The applicant assumes that if the information submitted by the business actor is incomplete (the domicile of the business actor), later, the applicant will encounter obstacles when asking for the accountability of the business actor. As explained in discussion 2, Article 4 letter c of the Consumer Protection Law guarantees consumers the completeness of information by business actors. In contrast, Article 7 letter b of the Consumer Protection Law requires business actors to provide clear and complete information on goods/services.

The legal considerations read out in this decision are that the Court considers that the problems raised by the Petitioners are problems with the implementation of statutory provisions, not as a matter of the constitutionality of norms.\(^{27}\) Violation of these provisions is qualified with a criminal threat as regulated in Article 62 paragraph (1) of the Act a quo.

The purpose of this regulation is to strive for the creation of an orderly trade to create a healthy business climate. Furthermore, the responsibility of business actors for goods or services that are damaged, or cause harm to consumers as a result of consuming the goods or services produced or traded, has also been regulated in Articles 19 to 28 of the Consumer Protection Law. Therefore, based on all the considerations above, it is clear to the Court that there is no conflicting legal norm for which a review of the 1945 Constitution is requested so that the Petitioners’ petition has no

\(^{27}\) Putusan Mahkamah Konstitusi Nomor 65/Puu-Xiii/2015.
legal basis. The Petitioner urges the Consumer Protection Law for the availability of address information for business actors to be detailed and precise. Whereas the regulation on the obligation to include the domicile address for business actors in detail is usually regulated outside the Consumer Protection Law, namely regulations on the installation/manufacture of names and addresses of business actors as well as other information for the use of goods and services.

Article 8 paragraph (1) letter i of the Consumer Protection Law prohibits, among others, business actors who produce and trade from not putting up labels or including names and addresses of business actors. The obligation to include the company’s domicile address/full address is regulated outside the Protection Law because every goods/service circulating in the community is diverse and varied. So the article contains the phrase “which according to the provisions must be installed/made” so that the obligation to place the inclusion with many variations is not possible in the Consumer Protection Law.

Article 23 of the Consumer Protection Law has regulated the mechanism for obtaining information when a product or service harms consumers. Business actors who refuse or do not fulfill consumer compensation demands can sue the Consumer Dispute Settlement Agency (BPSK) or the district court. The petition is not a matter of the constitutionality of norms but the application of the Consumer Protection Law norms. The applicant must be aware that when the Consumer Protection Law was drafted, producers did not always carry out trade in goods in Indonesia. However, most of it is carried out as a trade chain from producers, distributors, sub-distributors, wholesalers, and retailers directly related to consumers. Therefore, the regulation regarding the inclusion of the name and domicile of the responsible business actor will also vary greatly. This must be regulated in more specific regulations regarding certain business actors, not in the Consumer Protection Law.

Regarding the effectiveness of the articles disputed by the applicant, sometimes laws or regulations are valid. However, sometimes users, the public, or even law enforcement officers often violate these regulations, which does not mean that they are ineffective; they are automatically invalid.

The Consumer Protection Law Number 8 of 1999 has accommodated the rights of consumers and the obligations of business actors; the regulations for providing information are contained in Articles 4-18 of the Consumer Protection Law. Furthermore, if business actors do not heed the regulations in the Consumer Protection Law, there are criminal sanctions contained in Article 62 of the Consumer Protection Law.

As Chairul (2017) stated that in the quo decision, it is stated that the service business actor does not provide an accurate domicile address, so the applicant, in the event of a loss, does not know where to ask for accountability. Regarding this matter, the Petitioners cannot

28 Putusan Mahkamah Konstitusi Nomor 65/Puu-Xiii/2015.
be blamed because, in the provisions of the Consumer Protection Law, clear, complete, and not misleading information is intended to protect consumers. Additionally, the capacity of the article in question, the applicant, cannot regulate each type of goods or service in detail in law because of the broad aspects of the trade. Therefore, the regulation regarding including a more detailed address is regulated outside the Consumer Protection Law.

The Consumer Protection Law is not the beginning and the end of the law governing consumer protection. The lessons can be drawn from the quo decision and following what is contained in the Consumer Protection Law to create legal certainty and justice for the parties, namely related to the need for implementation of regulations or at least several Laws whose material protects the interests of consumers. That Laws are projected to regulate in more detail, deal with particular policies and often address highly technical details of legislation, especially regarding the regulation of trade information disclosure for the parties. So It can be understood that implementing regulations or laws containing consumer protection material are rules based on delegation or orders from regulations to the laws above it (UUD 1945).

Goods/services circulating in the community are diverse and varied, so the obligation to provide complete and detailed information is impossible under Consumer Protection law. The regulation is carried out in other laws whose substance is still part of the consumer protection effort. For example, in the Food Labeling Law, which is part of the law established to protect the rights of consumers in consuming food products, the lex specialist derogat legi generali principle applies. If the rules governing the obligation to provide product information in general (Consumer Protection Law) apply, if it is also regulated in special rules (Food Labeling Law), then only the special ones are enforced. So in the Food Labeling Law, the provisions related to the availability of food product information should be clear, detailed, and complete.

In fact, until now, there are still many laws that contain consumer protection materials that have not accommodated the needs of the parties, especially the right to obtain information for consumers. So it is necessary to carry out a limited revision of several laws with dependable norm substance. First, limited revisions in the law that contain consumer protection materials related to the delivery of information for consumers must have material content that regulates the rights of consumers. It also must contain the obligations of business actors in a clear and detailed manner; even each type of trade must be contained and regulated; this content becomes crucial because rights and obligations are the purposes of trading transactions. Then the procedure delivery of information, including anything related to the scope of the content that must be submitted related to the provision of goods and services offered. The provisions must also regulate and explain that it is not allowed to have bad faith from the parties in the implementation of trade transactions. Then it is related to the content material that regulates the responsibility of business actors for damaged goods and services.

The principle of information disclosure contained in the Consumer Protection Law and Its implementing regulations is formed in the context of protecting the actions/rights of the community and as a social control to the actions of business actors (Law as a tool of social engineering and social control). The
goal is that business actors are reluctant to do things detrimental to consumers (law as a tool of social control) and to create a fair and healthy trade climate (law as a tool of social engineering). The quo decision provides an understanding of how important and crucial the principle of information disclosure is in the trade in goods or services because it is related to the fulfillment of consumers’ rights to enjoy safe products as regulated in Article 4 of the Consumer Protection Law. Likewise, the obligations of business actors in delivering complete information on goods or services are related to their responsibilities as trading or offering parties. Therefore, if business actors do not adhere to the principle of information disclosure in offering their products, this will only harm consumers. However, it should be noted that as an intelligent consumer, one must be able to choose which products or services should be consumed, so the selection of these products must be made rationally by taking into account the completeness of the available information.

CONCLUSION

The regulation in the Consumer Protection Law related to the responsibility of business actors to convey information clearly and honestly to consumers is not directed as an obstacle to the smooth running of business actors. Instead, this must be seen in the context of legal formality and ethics in doing business. Completeness of product information by business actors is a means of fulfilling the legalization of the rules of the Consumer Protection Law and a means of commercialization in marketing products (market tool), meaning that there is a relationship between legal norms and economic values, so the legal binding is needed to accommodate consumers’ rights to the comfort and safety of enjoying the product. Through arrangements based on the principle of information disclosure.

Articles in the Consumer Protection Law are established to accommodate the rights of consumers and the obligations of business actors. So this social engineering can create security, certainty, and safety, especially for consumers, so that in carrying out economic activities, they are protected from the threat of misdirection, fraud, or discrepancies in the goods or services traded. Furthermore, the law can control the behavior of business actors so that they are not arbitrary to consumers, regardless of their position in a more vital bargain than consumers.

The obligation to provide complete and detailed information on goods/services is regulated outside the Consumer Protection Law, but many laws still have not accommodated this need. So, limited revisions in the Laws that contain consumer protection materials related to the delivery of information for consumers must have material content that regulates the rights of consumers and the obligations of business actors in a clear and detailed manner, then the procedure delivery of information, including anything related the scope of the content that must be submitted related to the provision of goods and services offered. The provisions must also regulate and explain that it is not allowed to have bad faith from the parties in the implementation of trade transactions. Then it is related to the content material that regulates the responsibility of business actors for damaged goods and services.

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